

QUOTES ARE NOT TO BE SENT THROUGH FAX BUT ONLY IN SEALED ENVELOPES
FOLLOWING TWO BID SYSTEM

Phone: 23011118

Services Sports Control Board
Armed Forces Headquarters
'G' Block, Nirman Bhawan PO
New Delhi – 110 011

1001/Ergo-meter/AFSMC/SSCB

22 Jan 16

To,

Dear Sir / Madam,

INVITATION OF BIDS FOR ERGOMETERS FOR HUMAN
PERFORMANCE LAB OF ARMED FORCES SPORTS MEDICINE CENTRE, PUNE
RFP NO. 1001/ERGOMETERS/AFSMC/SSCB DATED 22 JAN 2016

1. Bids in sealed cover are invited for supply of items listed in Part II of this Tender Enquiry. Please super scribe the above mentioned Title, Tender Enquiry Number and Date of Opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender Enquiry are given below –

- | | | |
|--|---|--|
| (a) Bids / queries to be addressed to Control Board. | : | Secretary, Services Sports |
| (b) Postal address for sending the Bids | : | Room No. 97, 'G' Block
Armed Forces Headquarters
IHQ MoD, Nirman Bhawan
PO New Delhi – 110011 |
| (c) Name / designation of the contact personnel | : | Lt Cdr Anupam Joshi |
| (d) Telephone numbers of the contact personnel | : | 011-2301-0368 |
| (e) E-mail Id of contact personnel | : | sscbindia@nic.in |
| (f) Fax number | : | 011-23793769 |

3. This Tender Enquiry is divided into Five Parts as follows:-

- (a) **Part I.** Contains General Information and Instructions for the Bidders about the Tender Enquiry such as the time, place of submission and opening of tenders, validity period of tenders, etc.

(b) **Part II.** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee Details.

(c) **Part III.** Contains Standard Conditions of Tender Enquiry, which will form part of the Contract with the successful Bidder.

(d) **Part IV.** Contains Special Conditions applicable to this Tender Enquiry which will also form part of the contract with the successful Bidder.

(e) **Part V.** Contains Evaluation Criteria and Format for Price Bids.

4. This Tender Enquiry is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the Tender Enquiry, should it become necessary at any stage.

5. You are requested to submit a copy of orders secured from Govt agencies/reputed organization in the recent past along with your commercial bid.

6. Bidders are advised to acknowledged this Tender enquiry through any communication i.e. fax, telephone, letter etc.

Yours faithfully,

(PK Garg)
Commodore
Secretary SSCB

PART I – GENERAL INFORMATION

1. **Last Date and Time for Depositing the Bids.** The Sealed Bids (both Technical and Commercial) should be deposited/ reach before **1100 hrs on 21 Feb 2016**. The responsibility to ensure this lies with the Bidder.
2. **Manner of Depositing the Bids.** Sealed Bids should be either dropped in the Tender Box marked as **TENDER BOX (SSCB)** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
3. **Time and Date for Opening of Bids.** Bids will be opened at **1500 hrs on 23 Feb 2015**. If due to any exigency, the due date is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.
4. **Location of the Tender Box.** 'G' Block, Gate No 1, IHQ MoD near Udyog Bhawan. (Adjacent to Reception Office). Only those bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of Opening of the Bids.** Room No. 97, 'G' Block, Armed Forces Headquarters, IHQ MoD, Nirman Bhawan, New Delhi-110 011. The Bidders may depute their accredited representatives, duly authorised in writing, to attend the opening of Bids on the due date and time. Full Particulars of the Rep authorised to attend the tender opening are to be communicated to this office well in advance by Fax / E mail for facilitating the entry of reps to Tender Opening Room. Rates and important commercial / technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid System.** Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical Evaluation is done by the Buyer.
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad interalia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification Regarding Contents of the Tender Enquiry.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 07 (Seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the Buyer will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to Quote** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this Tender Enquiry.
13. **Validity of Bids.** The Bids should remain valid till 120 days from the last date of submission of the Bids.
14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 70,000.00/- (Rupees Seventy Thousand only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorised to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD will be payable in the name of “**Services Sports Control Board Public Fund**”. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organisation (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

PART II – ESSENTIAL DETAILS OF ITEMS/ SERVICES REQUIRED

1. **Schedule of Requirements.** List of items required is as per Appendix A (Technical specification) and Appendix B (Commercial details).
2. **Technical Details.** Technical specification of the above mentioned items are attached as per **Appendix A.**
 - (a) You will be required to train our personnel in operation of the eqpt supplied.
 - (b) Eqpt will be installed at AFSMC Pune in full running condition.
 - (c) You will be required to provide brand/mark/model of the item and technical brochure/ drawings / other relevant documentation of eqpt supplied.
3. **Two- Bid System.** In respect of Two Bid System, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement as per format given at Appendix A. Please forward your tenders in separate sealed envelopes by courier/registered post for the following enquires. You are requested to clarify if you are an OEM or an authorised dealer of OEM. In later case, kindly attach copy of certificate for authorization from principal OEM :-
 - (a) **Technical Bid.** This should provide all details of the technical specifications of the equipment incl make, requirement of consumables, warranty or guaranty. All literature of the equipment will be enclosed which could provide technical information of the equipment. This should not mention cost of the equipment. Top of envelope containing the quotation will be marked as Technical Bid. Your product's compliance to our Technical specifications, given as per Appendix 'A', should be given in a tabulated form.
 - (b) **Commercial Bid.** This will provide all information of total cost of the equipment including cost of transportation, taxes, custom clearance charges, installation charges etc given as per **Appendix 'B'** for the equipment will be installed at Armed Forces Sports Medicine Centre, Pune. The validity of rates may also be mentioned. Top of the envelope containing quotation will be marked as "Commercial Bid". All terms & conditions will be mentioned in the enquiry. Custom duty exemption certificate (as the case may be) will be provided by us. Breakup of the cost should be given clearly.
4. **Delivery Period.** Delivery (with installation) period for supply of items would be **4 weeks (28 days)** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.
5. **Terms for Delivery and Transportation.** The terms of delivery shall be Local Delivery at Site.
6. **Consignee Details.** The stores will be delivered to **Armed Forces Sports Medicine Centre, ex NDA wing, Mundhwa Road, Ghorpuri, Pune – 411001, Maharashtra** for the inspection and acceptance.

PART III - STANDARD CONDITIONS OF TENDER ENQUIRY

THE BIDDER IS REQUIRED TO GIVE CONFIRMATION OF THEIR ACCEPTANCE OF THE STANDARD CONDITIONS OF THE TENDER ENQUIRY MENTIONED BELOW WHICH WILL AUTOMATICALLY BE CONSIDERED AS PART OF THE CONTRACT CONCLUDED WITH THE SUCCESSFUL BIDDER (I.E. SELLER IN THE CONTRACT) AS SELECTED BY THE BUYER. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID SUBMITTED BY THE BIDDER.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of issue of Supply Order and shall remain valid until the completion of the obligations of the parties under the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of, or relating to the Contract or relating to Construction or Performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for Use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer/ Authorised dealer of the stores referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer

in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-Disclosure of Contract Documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The **BUYER** may also deduct from the **SELLER** as agreed, liquidated damages to the sum of **0.5%** of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than **10%** of the value of delayed stores.

9. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than one month (30 days) after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of Material is delayed due to causes of Force Majeure by more than 6 months provided force Majeure clause is included in the contract.

(d) The Buyer has noticed that the Seller has utilized the services of any Indian / Foreign agent in getting this contract and paid any commission to such individual / company etc.

(e) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and Other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

Taxes and Duties

14. **In respect of Foreign Bidders.** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

15. **In respect of Indigenous bidders.** If Bidder desires to ask for excise duty or Sales Tax / VAT extra or reimbursement of any Duty/Tax is intended as extra over the quoted prices; the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

16. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

17. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes livable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

18. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

Customs Duty

19. For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e.

- (a) Triplicate copy of the bill of entry;
- (b) Copy of bill of lading;
- (c) A copy of foreign principal's invoice.

20. However, if the Bidder imports the stores in question against his own commercial quota Import Licenses, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number..... dated.....

21. Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to

customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

22. In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

Excise Duty

23. Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

24. Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

25. The Seller is also required to furnish to the Paying Authority the following certificates:

(a) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(b) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(c) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(d) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

26. Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

Sales Tax / VAT

27. If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

28. On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

Octroi Duty & Local Taxes

29. Normally, materials 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. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/ Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

30. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

PART IV - SPECIAL CONDITIONS OF TENDER ENQUIRY

THE BIDDER IS REQUIRED TO GIVE CONFIRMATION OF THEIR ACCEPTANCE OF SPECIAL CONDITIONS OF THE TENDER ENQUIRY MENTIONED BELOW WHICH WILL AUTOMATICALLY BE CONSIDERED AS PART OF THE CONTRACT CONCLUDED WITH THE SUCCESSFUL BIDDER (I.E. SELLER IN THE CONTRACT) AS SELECTED BY THE BUYER. FAILURE TO DO SO MAY RESULT IN REJECTION OF BID SUBMITTED BY THE BIDDER.

1. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee in favor of **Services Sports Control Board Public Fund** by way of Bank Guarantee through a public sector bank or a private sector bank authorised to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in **Form DPM-15** (Available in MoD website and can be provided on request).
2. **Option Clause.** The Buyer can exercise an option to procure an additional 100% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Repeat Order Clause.** The Buyer can order upto 100% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **Payment Terms for Sellers. 100% payment on delivery and acceptance by the user.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by suppliers for receiving payment through ECS is at **Appendix C**. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:
 - (a) Ink-signed copy of contingent bill / Seller's bill.
 - (b) Ink-signed copy of Commercial invoice / Seller's bill.
 - (c) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
 - (d) CRVs in duplicate.
 - (e) Inspection note.
 - (f) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
 - (g) Exemption certificate for Excise duty / Customs duty, if applicable.
 - (h) Guarantee / Warranty certificate.
 - (j) Performance Bank guarantee / Indemnity bond where applicable.
 - (k) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

(l) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order / contract).

(m) Any other document / certificate that may be provided for in the Supply Order / Contract.

(n) User Acceptance.

(p) Xerox copy of PBG.

5. **Advance Payments.** No advance payment(s) will be made.

6. **Paying Authority.** **Services Sports Control Board Public Fund**

7. **Fall Clause.** The following Fall clause will form part of the contract placed on successful Bidder

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons / Organisation including the purchaser or any department of the Central Government or any Department of State Government or any statutory undertaking the Central or State Government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Buyer and Paying Authority and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Seller.

(ii) Sale of goods as original equipment at price lower than the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

8. **Risk & Expense clause.** Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

9. In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(a) Such default.

(b) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

10. Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10% of the value of the contract."

11. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder- The Seller guarantees to meet the specification as Part-II f RFP and to incorporate the modification of the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modification by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical up gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specification of the eqpt. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of up gradation/alterations will be provided to the Buyer free of cost within **60 days** of affecting such up gradation/alteration.

12. **OEM Certificate.** In case the Bidder is not the OEM, Authorised dealer Certificate / the agreement certificate with the OEM for sourcing the spares shall be mandatory.

13. **Packing and Marking.** The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

14. **Inspection Authority.** The Inspection will be carried out by Consignee Acceptance Testing Board. The mode of Inspection will be User Inspection/ Acceptance Testing procedure. The seller would be required to provide all test facilities at his premise at his own cost for acceptance and inspection by Buyer.

15. **Franking Clause.** The following Franking clause will form part of the contract placed on successful Bidder:-

(a) **Franking Clause in the Case of Acceptance of Goods.** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".

(b) **Franking Clause in the Case of Rejection of Goods.** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

16. **Earliest Acceptable Year of Manufacture.** The assured quality/life (for example ISI etc) certificate will be needed to be enclosed with the bill.

17. **Claims.** The following Claims clause will form part of the contract placed on successful Bidder –

- (a) The claims may be presented either: (i) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (ii) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.
- (b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of ATB and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).
- (c) The quality claims for defects or deficiencies in quality noticed during the ATB shall be presented within 45 days of completion of ATB and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).
- (d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.
- (e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.
- (f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favor of **Services Sports Control Board Public Fund**.
- (g) The quality claims will be raised solely by the Buyer and without any certification / countersignature by the Seller's representative stationed in India.

18. **Warranty.** The following Warranty will form part of the contract placed on successful Bidder –

- (a) The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
- (b) The Seller warrants for a period of **05 years (Five Years) Comprehensive warranty** from the date of acceptance of stores or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects / failures.
- (c) If within the period of warranty, the goods are reported by the Buyer/ consignee to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer/ consignee as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair / replace the goods / equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(d) The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within 5% of the warranty period.

(e) The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

(f) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 30% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 60 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after User Inspection by the Buyer / date of installation and commissioning.

(g) In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, the Seller undertakes that the warranty period for the goods / stores shall be extended to that extent.

PART V - EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Tender Enquiry, both technically and commercially.
- (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned at Appendix 'A' enclosed to the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the Tender Enquiry. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
- (c) Please quote your rates for the following eqpts as per **Appendix 'B'** at to this RFP. The evaluation will be made on the basis of **'total landed cost'** to the government, i.e. cost inclusive of taxes, transportation & freight charges etc, for the equipment .
- (d) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Appendix 'B'. The consideration of taxes and duties in evaluation process will be as follows:-
 - (i) All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
 - (ii) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes livable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.
- (e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- (f) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(g) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(h) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(j) Any other criteria as applicable to suit a particular case.

2. On finalization of contract, SSCB would place order as on required basis, however firms should be able to supply at short notice. On issuance of supply order, the firm is to supply within 28 days of signing of the contract.

3. Average quantity needed for each item is given in the list. However quantity mentioned is only tentative. Quantity may vary according to actual need. If required, the vendor should be able to replace / exchange the sizes of kit at short notice.

Determination of L-1 Firms

4. The bidder shall have to quote price for single piece of each item.

5. During technical negotiations, the Technical Board/Committee will see the documentation of the items tendered for assessing the quality/specifications. Average quantity needed for each item is given in the list. The bidder shall be able to supply items at short notice.

6. The bidder shall have to agree that the rate shall be valid for 120 days from the date of signing the BQ.

7. **Each page of the tender should be signed by the tendered and name & designation should be mentioned in block letters.** Individual signing must indicate whether he is the sole Proprietor/Partner of the firm/constituted attorney of the firm. A person signing the tender on behalf of another shall be deemed to have an authority to bind other person (s) for present and future.

Documents to be furnished Along with Technical Bid

8. In order to decide eligibility, copies of the following documents should be supplied with Technical bid:-

- (a) Income tax permanent account number and IT returns for last two years.
- (b) Proof of - supply to Govt organization, turnover of two Crore, authorization certificate in case authorized dealer of OEM of the product.
- (c) Name and address of Banker.

9. **Price Bid Format.** The Price Bid Format is placed at **Appendix 'B'** to this RFP.

10. This RFP is being issued without any prejudice and nil commitments please, it may please be noted that the purchaser reserves the right to change or vary any part thereof at any stage. Purchaser also reserves the right to withdraw the RFP, should it be so necessary at any stage.

11. Each page of this RFP be stamped and initialed by your authorised signatory and returned along with your valuable offer please.

12. Kindly acknowledge receipt.

Thanking You,

(PK Garg)
Commodore
Secretary, SSCB

Encl: **As stated**

TECHNICAL SPECIFICATIONS

Sr	Item	Qty	Specifications
1	Wingate ergometer for lower body	01	<ul style="list-style-type: none"> • Cycle Ergometer for Wingate Testing • RPM controlled mechanism for release of weight • Windows-based software with clear presentation graphics. • Maximum user Weight of 200kg or more • Workload range of 50 – 2000 Watts or more in range of 50-200 RPM • Weight Basket/ Brake belt/ Eddy Current Braking System • Heart Rate Sensors. Accessories for the same including chest piece and wrist piece etc to be included • Adjustable saddle; vertically and forward/backwards. • Adjustable handlebar with quick release lever. • Stable frame • LCD/similar meter with following displays: <ul style="list-style-type: none"> Pedal-turns per minute (RPM) Heart rate in beats per minute (HR) Cycling-time in minutes and seconds (TIME) Intended cycling speed in km/miles per hour (SPEED) Distance covered in km/miles (DISTANCE). Power in Watts (WATT) Energy Consumption (CAL/KJ) • Must include the following protocols: <ul style="list-style-type: none"> Wingate Maximal worktest Fitness Test User controlled protocols HR controlled training protocols • Should be supplied with 03 heart rate Monitors(both chest piece and wrist piece) • Should be supplied with PC (core i5 or equivalent, graphics card, original windows 10 and office 2013 or above) with stand and 2KVA UPS. • Should be supplied with color laser printer • Power requirement compatible with power supply in India • CE/FDA/ISO certified • Should have PC port for data transfer/printing

Sr	Item	Qty	Specifications
2	Wingate ergometer for upper body	01	<ul style="list-style-type: none"> • Arm Ergometer for Wingate Testing • Windows-based software with clear presentation graphics. • Workload range of 0.1 – 4 kg or equivalent • Weight Basket/ Brake belt/ Eddy Current Braking System • Heart Rate Sensors. Accessories for the same including chest piece and wrist piece etc to be included • Adjustable back support height. • User-friendly electronics • Distance between pedals and saddle to be adjustable • Should include all accessories for height adjustable frame and for carrying out Wingate test • LCD/similar meter with following displays: <ul style="list-style-type: none"> Pedal-turns per minute (RPM) Heart rate in beats per minute (HR) Cycling-time in minutes and seconds (TIME) Intended cycling speed in km/miles per hour (SPEED) Distance covered in km/miles (DISTANCE). Power in Watts (WATT) Energy Consumption (CAL/KJ) • Must include the following protocols: <ul style="list-style-type: none"> Wingate Maximal work test Fitness Test General training protocols • Should be supplied with 03 heart rate Monitors(both chest piece and wrist piece) • Should be supplied with PC (core i5 or equivalent, graphics card, original windows 10 and office 2013 or above) with stand and 2KVA UPS. • Should be supplied with color laser printer • Power requirement compatible with power supply in India • CE/FDA/ISO certified • Should have PC port for data transfer/printing

Sr	Item	Qty	Specifications
3	Cycle ergometer	01	<ul style="list-style-type: none"> • Static Cycle Ergometer • Adjustable saddle and Handlebar with Stable frame • Load range: min 10 Watts or less, max 999 Watts or more • Load increment of 1 Watt • Heart Rate controlled workload • Display of the parameters: shows pedal-turns per minute (RPM), heart rate in beats per minute (HR), cycling-time in minutes and seconds (TIME), intended cycling speed in km/miles per hour (SPEED) plus distance covered in km/miles (DISTANCE). • Option of Preset protocols, Manual programs, analog operation and Terminal Operation • Option of Hyperbolic, Linear and Fixed Torque workload control • Should be supplied with 03 heart rate Monitors(both chest piece and wrist piece) • Should be supplied with PC (core i5 or equivalent, graphics card, original windows 10 and office 2013 or above) with stand and 2KVA UPS. • Should be supplied with Heavy duty color laser printer with option of scanning, duplicating and printing upto B3 size • Power requirement compatible with power supply in India • IEC/FDA/ISO certified.

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
MODEL MANDATE FORM**

**INVESTOR/CUSTOMER'S OPTION TO RECEIVE PAYMENTS THROUGH
CREDIT CLEARING MECHANISM**

1. INVESTOR/CUSTOMER'S NAME : _____
2. PARTICULARS OF BANK ACCOUNT: _____
 - A. BANK NAME: _____
 - B. BRANCH NAME: _____
 - C. ADDRESS
TELEPHONE NO: _____
 - D. 9-DIGIT CODE NUMBER OF THE BANK & BRANCH APPEARING ON THE
MICR CHEQUE ISSUED BY THE BANK:

 - E. ACCOUNT TYPE (S.B. ACCOUNT/CURRENT ACCOUNT OR CASH CREDIT)
WITH CODE 10/11/13
 - F. LEDGER NO FOLIO NO:
 - G. ACCOUNT NUMBER (AS APPEARING ON THE CHEQUE BOOK):

(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars)

3. DATE OF EFFECT:

I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme.

(-----)
Signature of Investor /Customer

Date :

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

(-----)
SIGNATURE OF THE AUTHORISED / OFFICIAL

Date :

COMMERCIAL BID
DETAILS OF EQUIPMENT REQUIRED TO BE PURCHASED

Note:- Provide details of prices of all items. Failure to provide details will render bid invalid.

Sr No	Nomenclature	A/U	Qty	Basic Cost	Custom/ Excise	CST/ Vat	Inst Charges	Misc Charges	Rate per unit	Total Price (in figures)	Total Price (in words)
1	Wingate ergometer for lower body	Nos	01								
2	Wingate ergometer for upper body	Nos	01								
3	Cycle ergometer	Nos	01								

1. Custom duty chargeable by the Govt needs to be mentioned separately by the vendor in his commercial bid.
2. If custom duties apply, the amount for which custom duty exemption is required should be mentioned by the vendor.

Company Seal

Authorised Signatory of Company)

Place :

Date :

