

**INDIAN WEIGHTLIFTING FEDERATION,  
C-2/18, SECTOR-31,  
NOIDA, UTTAR PRADESH 201301**

**REQUEST FOR PROPOSAL  
PARTICULARS OF THE BUYER ISSUING THE RFP - INDIAN WEIGHTLIFTING  
FEDERATION INVITATION OF BIDS FOR SUPPLY OF ITEM:  
(TWO-BID SYSTEM)  
PROCUREMENT OF VARIOUS WEIGHTLIFTING AND GYM EQUIPMENTS**

Dear Sir/Madam,

1. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. **Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.**

**RFP REFERENCE NUMBER : 18(12)SAI/TOPS-HPD/WEIGHTLIFTING/  
NCOE EQUIPMENTS/2020-21/001**

**DATE OF OPENING OF TECHNICAL BIDS : 22 Feb 2021**

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

- a. Bids/queries to be addressed to: Indian Weightlifting Federation, C-2/18, Sector-31, Noida, Uttar Pradesh 201301
- b. Postal address for sending the Bids: The Secretary General, Indian Weightlifting Federation, C-2/18, Sector-31, Noida, Uttar Pradesh 201301
- c. Name/designation of the contact personnel: Sahdev Yadav, Secretary General
- d. Telephone numbers of the contact personnel: 0120-4541605 Extn-11
- e. E-mail ids of contact personnel: N/A
- f. Fax number: 0120-4541605

3. This RFP is divided into five Parts as follows:

- (a) Part I — Contains General Information and Instructions for the bidders about the RFP 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 RFP, which will form part of the Contract with the successful Bidder.
  - (d) Part IV — Contains Special Conditions applicable to this RFP and 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 RFP 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 RFP, should it become necessary at any stage.

### **Part I — General information**

1. **Last date and time for depositing the Bids: 22 Feb 2021 by 1100Hrs** (Date to be mentioned in terms of DD MM YEAR)  
  
The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Pre-Bid Conference:** Pre-Bid Conference on **18 Feb 2021** (dd/mm/yy) at **Indian Weightlifting Federation**, C-2/18, Sector-31, Noida (Location) prior submission of bids. No revision of Commercial Bid would normally be permitted after opening of the Technical Bid.
3. **Manner of depositing the Bids.** Sealed Bids along with the filled DPM 5 form in all respect which is placed as **App'B'** to this RFP, should be either dropped in the Tender Box 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 (unless they have been specifically called for by these modes due to urgency).
4. **Time and date for opening of Bids: 22 Feb 2021 at 1200 HRS / noon** (If due to any exigency, the due date for opening of the Bids 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).
5. **Location of the Tender Box:** Indian Weightlifting Federation, C-2/18, Sector-31, Noida only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid

6. **Place of opening of the Bids: Indian Weightlifting Federation, C-2/18, Sector-31, Noida.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.
7. **Two-Bid system:** In case of the 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.
8. **Forwarding of Bids** — Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GST number, Bank address if applicable, etc and complete postal & e-mail address of their office.
  - (a) **Technical Bid-** Consisting of following:-
    - (i) **Envelope 1- Technical Bid:-** This envelope with '**TECHNICAL BID**' written on top of the envelope shall contain the following information and documents.
      - (aa) Proof of Valid registration/capacity verification with registering/procuring agencies/NSIC/Govt Dept (In case unregistered firms claiming compliance of technical evaluation meets the laid down technical parameters detailed in the RFP, it will be mandatory for them to get capability assessed by procuring agency before opening of their commercial bid)
      - (ab) Particular of Bank account and account number
      - (ac) IFSC Code
      - (ad) PAN number
      - (ae) GST Number
      - (af) Bank Certificate of credit worthiness
      - (ag) EMD, if applicable as envisaged at Para 14 below
      - (ah) Tender Fee — **N/A**
      - (ai) Experience or past performance on similar contract from last two years.
      - (aj) Financial standing latest I.T.C.C annual report (profit/loss) of last three years.
      - (ak) Sample of the items may be brought during the time of Technical Bid opening if not supplied earlier.
    - (b) **Envelope 2 Commercial Bid:-** This envelope with '**COMMERCIAL BID**' written on the top of the envelope shall contain the following documents
      - (i) RFP signed on each page
      - (ii) Commercial Bid
    - (c) **Compilation of Envelopes:-** Both envelopes marked '**TECHNICAL BID**' and '**COMMERCIAL BID**' are to be properly sealed separately and put in a bigger envelope which should be sealed and duly super scribed as given below and dropped in tender box.

9. **Clarification regarding contents of the RFP:** 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 10 (ten) days prior to the date of opening of the Bids. **Copies of the query and clarification by the purchaser will be sent to all prospective bidders.**
10. **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.
11. **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. No post-bid clarification on the initiative of the bidder will be entertained.
12. **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.
13. **Eligibility of Bidder company/ies:- Bidder company/ies and its Directors / Partners / Proprietors / Authorized Signatories who have been blacklisted or suspended by any of the Government / Semi-Government / State Government / NGOs etc. due to any reason whatsoever are not eligible to enter the bidding process and their bidding will be automatically disqualified. Irrespective of different companies having same signatory/ies, it will be treated as suspended / blacklisted.**
14. **Validity of Bids:** The Bids should remain valid till **30 days** from the last date of submission of the Bids.
15. **Earnest Money Deposit (EMD):** A declaration form as annexed at **Appendix-D** will have to be submitted by all the bidders in lieu of the EMD with amount @2% of the total value.

## Part II — Essential Details of Items/Services required

1. **Schedule of Requirements with technical specifications and Scope of work** —  
List of items / services required is as follows:

**(I) NCOE-WEIGHTLIFTING, SPORTS AUTHORITY OF INDIA, NETAJI SUBHASH NATIONAL INSTITUTE OF SPORTS, PATIALA:-**

S. No	Description	Specification	Quantity
1.	Resting bench	Made of steel and seating area of wooden ply (thickness one inch) Seat: PVC leather with 1.2 mm thickness, 19mm thick plywood backing, followed by 38mm thick foam core 8 ft x 1 ft x 1.25ft (LXBXH)	8
2.	Powder stand	Constructed with heavy-duty steel and designed with 4 legs to on the stand to prevent tipping. Powder stand made of stainless-steel bowl with a 23" diameter. ½" lip on the outside of the bowl. stand measures 40" high. Measuring 3.5" x 3.5" x 1.75".	10
3.	Wall bar	Made of high quality solid hardsal wood width - 765 mm height- 2475 mm With Bracket one feet gap in between (L x B x thickness) 2 mts x 1mts x .30cm	4
4.	Relaxing mat	70 mm with water proof covers	20
5.	Wooden / PVC sticks	Sticks made of wood / PVC / virgin plastic 25 & 28 mm (20nos each) thickness 5ft length	40
6.	Hurdles	Length: 420mm Width: 600mm Adjustable in height from 20-80 cm Made of aluminum	20
7.	Weightlifting Pulling strap	Cotton / Polyester mix	100
8.	Magnesium Carbonate Powder	Finest possible	30
9.	Medicine Balls (1,2,3,4,5) x5		5
10.	Wooden blocks	Made of high quality hard single sal wood	
		(80 x 60 x 10 CMS) (LXBXH)	20
		(80 x 60 x 20 CMS)	20
		(80 x 60 x 30 CMS)	20
		(80 x 60 x 30 CMS)	20

**(II) NCOE-WEIGHTLIFTING, SPORTS AUTHORITY OF INDIA, WESTERN TRAINING CENTRE, AURANGABAD:-**

S. No	Description	Specification	Quantity
1	Wooden blocks	Made of high quality hard single sal wood	10
		(80 x 60 x 10 CMS) (LXBXH)	
		(80 x 60 x 20 CMS)	10
		(80 x 60 x 30 CMS)	10
		(80 x 60 x 40cms)	10
2	Disc rack and Barbell rack	Material: High quality steel (frame) rubber (foot cap) mounted on wheel with carrying handle Mounted on wheel with carrying handle. Size: 145 x 32 x 28 CM (L x B x H)	10
3	Squat stand	Squat Stand, should be adjustable squat stand that features two brackets. A two in one piece, the stand supports squats and can be used with a bench for presses as well. The width and height can be set to the user's preference to ensure the appropriate range of motion. Assembly is easy and tightly fitting screws ensure the rack is solid and stable. made of iron with thickness 2.5mm Length - 702 mm Width - 1310 mm Height - 1110 mm	5
4	Jerk stand/block	Jerk Boxes are built from sturdy steel tubing and extra bracing in the centre for added durability. The robust design withstands barbell release from overhead, and the boxes are rubber lined at top to minimize impact and protect equipment. Thickness of rubber one inch and thickness of the iron should be 5mm Length - 1050 mm Width - 550 mm Height - 900 mm Weight - 156 kg	5
5	Powder stand	Constructed with heavy-duty steel and designed with 4 legs to on the stand to prevent tipping. Powder stand made of stainless-steel bowl with a 23" diameter. ½" lip on the outside of the bowl. stand measures 40" high. Measuring 3.5" x 3.5" x 1.75".	5

6	Wall bar	Made of high quality solid hard sal wood width - 765 mm height- 2475 mm With Bracket one feet gap in between (L x B x thickness) 2 mts x 1mts x .30cm	3
7	Relaxing mat	70 mm with water proof covers	20
8	Wooden / PVC sticks	Sticks made of wood / PVC / virgin plastic 25 & 28 mm (20nos each) thickness 5ft length	40
9	Multi-purpose bench press	Length : 1610mm Width : 2050mm Upright height range: 75-170cm Maximum load : 500kg Machine weight 62.5kg Tube 2.5mm thickness , size in 38*38 mm to 50.8*76.2 , electro-welded to maximum integrity Cushion Black 1 Excellent adjustable uprights 2 Expandable with drop in attachment 3 Fully adjustable decline to shoulder press 4 bench with all 3 adjustments Incline, flat and decline 5 Quick and easy seat and back pad adjustments Seat: PVC leather with 1.2 mm thickness , 19mm thick plywood backing, followed by 38mm thick foam core Paint Finish: Metallic silver grey electrostatic powder-coated Made of high quality steel	4
10	Hurdles	Length: 420mm Width: 600mm Adjustable in height from 20-80 cm Made of aluminum	20
11	Hyperextension machine	Length:1535mm Width: 700mm Height: 1275 A knee pad, rubber band attachments and weight pin for counterbalance should be provided, independent adjustable foot pads should be provided. Inclined Bench Press Frame: 2x2 Branded Square Pipe used for Quality User weight: 200 Kg,36 MM Padded Soft Cushioned Seats Easy to Adjust Easy.	4
12	Super power rack	Upright height - 2400mm, length-1990, width-1865 Two pillars are joined at each end from top side, left and right side at bottom, tube of 4x4mm of 24-gauge, tube should be provided with hole of 16 mm and with gap in between 10 CMS. Mounted with nut and boulds. In between bar - 1mts Two bars of 14mm diameter of 1.5mts length.	1

13	Parallel bar	Two bars made of sal wood - oval in cross section 5cms thickness, 42 CMS apart, height and width of the bar should be adjustable. Length - 3.5mtr, height - 2 mts	1
14	Horizontal bar	Made of heavy steal Height: 280 CMS Length: 240cms Diameter of bar: 2.8cms Side tube with 50mm diameter	1
15	Weightlifting Pulling strap	Cotton / Polyester mix	100
16	Magnesium Carbonate Powder	Finest possible	30
17	Medicine Balls (1,2,3,4,5) x5		5
18	Barbell of (5,8,10Kg) x10		10
19	Free Weight (1,2.5,4,5Kg) x10Pair		10

2. Proof of works carried out by the firm of above equipments for any Government / Semi-Government / NGO / Private / State Government etc.
3. Certification from Government / Semi-Government Departments / Institutions / State Weightlifting Associations (duly signed by President or Secretary) for supplies made and approval done for the similar items. Also the materials used in the supplies made, are of requisite standard & quality will be mandatory.

**ADDITIONAL INFORMATION TO BE MENTIONED SEPARATELY**

4. **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 in the following format along with Technical Bid —

Para of RFP specifications item-wise	Specification of item offered	Compliance to RFP specification — whether Yes /No	In case of noncompliance , deviation from RFP to be specified in unambiguous terms

5. **Delivery Period** - Delivery period for supply of items would be **30 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.

6. **Delivery and Transportation** — Items to be delivered at NCOE, Patiala and NCOE, Aurangabad.
7. **Consignee details** — The Chief Coach (Weightlifting), NCOE, Sports Authority of India, Netaji Subhash National Institute of Sports, Patiala and The Chief Coach (Weightlifting), Sports Authority of India, WTC, Aurangabad.

### **Part III — Standard Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal 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 from the date of signing of Supply Order as Supply Order will be placed during validity of the contractor's quote and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of 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 President, Indian Weightlifting Federation shall be the arbitrator.
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 disfavour 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 of the stores/provider of the services 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 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 3 months.
- (d) The Buyer has noticed that the Seller has utilised 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. FAX messages must be followed up in hard copy sent through registered post.

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.

#### **14. Taxes and Duties**

- (a) If Bidder desires to ask for excise duty or GST extra, 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.
  - (b) If reimbursement of any Duty/Tax 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 duty/tax will be entreated after the opening of tenders
  - (c) 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.
  - (d) 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 leviable 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.
  - (e) 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.
- (f) GST@ As applicable**
- (i) If it is desired by the Bidder to ask for GST 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 GST and no liability of other tax will be developed upon the Buyer.
  - (ii) On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of supply should be shown separately. GST 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 GST and the same is payable as per the terms of the contract.

#### **Part IV — Special Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP 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 by way of Bank Guarantee through a public sector Dank or a private sector bank authorized 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 10 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.
2. **Option Clause:** N/A
3. **Repeat Order Clause —** N/A
4. **Tolerance Clause —** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 30% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
5. **Payment Terms -** 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. **100% payment will be made within 30 days of acceptance of the items by Inspection Authority.**
  - (a) No advance payment(s) will be made.
6. **Paying Authority Indian Weightlifting Federation, Noida.** 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) Inspection note.
- (e) Exemption certificate for Excise duty / Customs duty, if applicable.
- (f) Bank guarantee for advance, if any.
- (g) Guarantee / Warranty certificate.
- (h) Performance Bank guarantee / Indemnity bond where applicable.
- (i) 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).
- (j) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (k) User Acceptance.
- (l) Xerox copy of PBG.

(Note — From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken).

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/Organization 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, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals 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 lower than the prices charged for normal replacement.

- (iii) 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.
- (iv) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract — “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (i),(ii) and (iii) of sub-para (ii) above details of which are given below -

**8. Risk & Expense clause —**

- (a) Should the stores or any installment/ installments 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.
- (b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- (c) 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:-
  - (i) Such default.
  - (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
- (d) 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 % of the value of the contract."

**9. Force Majeure clause: N/A**

**10. Buy-Back offer      N/A**

11. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to 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 modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation /alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment.
12. **OEM Certificate:** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory.
13. **Earliest Acceptable Year of Manufacture:** 2020/2021.
14. **Buyer Furnished Equipment:** N/A
15. **Transportation:** Seller will bear the costs and freight necessary to bring the goods to NCOE, Patiala and Aurangabad and will be included in the commercial bid and the same will be added to decide the successful vendor.
16. **Packing and Marking:** The following Packing and Marking clause will form part of the contract placed on successful Bidder —
  - (a) 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.
  - (b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the country.
17. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores in the country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with



same equipment supplied by the Seller in the past if any. The Seller shall supply an interchange ability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

18. **Quality Assurance:** Seller would provide the Standard Acceptance Test Procedure (ATP) within 01 month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.
19. **Inspection Authority:** The Inspection will be carried out by Secretary General, Indian Weightlifting Federation, Noida or its Authorized representatives. The mode of Inspection will be Departmental Inspection.
20. **Pre-Dispatch Inspection** - N/A
21. **Joint Receipt Inspection:** The following Joint Receipt Inspection clause will form part of the contract placed on successful Bidder —
  - (a) The Parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival in India at location to be nominated by the Buyer. JRI shall be completed within 120 days (for armament/ammunition) / 90 days (for other than armament /ammunition) of arrival of good at the Port Consignee. JRI will consist of the following:-
    - (i). Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.
    - (ii). Complete functional checking of the stores/equipment as per specifications in the contract and as per procedures and tests laid down by Buyer but functional checking of spares shall not be done.
22. **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”
23. **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 (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(ii) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods.

(iii) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI 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.

(iv) 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.

(v) 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. 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 favour of Principal Controller/Controller of Defence Accounts concerned.

(vi) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

#### **24. Warranty —**

(a) The following Warranty will form part of the contract placed on the successful Bidder —

(i) Except as otherwise provided in the invitation of tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 60 months from the date of delivery of the said goods stores/articles/services to the Buyer and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 39/36 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified

period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained

(ii) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(iii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

(iv) Warranty to the effect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

#### **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 RFP.

(b). The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

(i) The L-1 bidder will be determined by excluding levies, taxes and duties levied by Central / State/ Local governments such as excise GST, Octroi/entry tax, etc on final product, as quoted by bidders.

(c). 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.

2. **Price Bid Format:** The Price Bid Format is given annexed and Bidders are required to fill this up correctly with full details: As per Appendix 'A' to RFP



**[Sahdev Yadav]**  
**Secretary General**

**Indian Weightlifting Federation**

Appendix 'A' to para 2,  
Part — V of RFP No.  
18(12)SAI/TOPS-HPD/WEIGHTLIFTING/  
NCOE EQUIPMENTS/2020-21/001

**FORMAT OF PRICE BID:- PROCUREMENT OF VARIOUS WEIGHTLIFTING  
AND GYM EQUIPMENTS**

a. **Price Bid Format (to be used for L-1 determination):** The Price Bid Format in general is given below and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP (The format indicated below is only as an illustration. This format should be filled up with items/ requirements as mentioned in Part-II of RFP)

**Basic price of-**

Sl.No.	Name of Item & Work	Unit	Qty	Basic Cost (Rs.)	GST %	GST Amount	Rate including GST	Total Cost
	<b>Grand Total</b>							

**Note. 1. Determination of L-1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central/ State/ Local government such as GST, Octroi/ entry tax, etc on final product) of all items/ requirements as mentioned above.**

**Additional information in Price Bid on Taxes and Duties (not in scope of L-1 determination)**

Sl.No.	Details	Remarks
a	Is Excise Duty extra	
b	If yes, mention the following —	
	(i) Total value of items on which Excise Duty is leviable	
	(ii) Rate of Excise duty (item-wise if different ED is applicable)	
	(iii) Surcharge on Excise duty, if applicable	
	(iv) Total value of excise duty payable	
c	Is Excise Duty Exemption (EDE) required	
d	If yes, then mention and enclose the following-	
	(i) Excise notification number under which EDE can be given	
e	Is GST extra	
f	If yes, then mention the following-	
	(i) Total value on which GST is leviable	
	(ii) Rate of GST	

	(iii) Total value of GST leviable	
g	Is service Tax extra	
h	(i) Rate of Service Tax leviable	
	(ii) Total value of Service Tax leviable	
i	Is Custom Duty Exemption (CDE) required	
j	If yes, then mention the following-	
	(i) Custom notification number under which CDE can be given (enclose a copy)	
	(ii) CIF value of stores to be imported	
	(iii) Rate of Customs Duty payable	
	(iv) Total amount of Customs Duty payable	
k	Octroi / Extra taxes	
l	Any other Taxes/ Duties	

**Signature of Contractor**

## App'B' to RFP Form DPM — 5

**FORMAT OF CAPACITY/CAPABILITY REPORT ON FIRMS  
PART- I  
FACTUAL INFORMATION FURNISHED BY THE FIRM**

1. Name and registered address of the firm
2. Name and address of subsidiary/ associated industry within India.
3. Factory location and address.
4. Telegraphic address
5. Name and address of Managing Director:
6. Telephone No.       Office  
                                  Factory
7. Details of the Organisation
  - (a) Brief History
  - (b) Area — present set up and provisions for future expansion
  - (c) Covered accommodation
  - (d) Main Departments:  
Tech/managerial
  - (e) Design office and Library details
  - (f) Sales and service set up
8. Approximate capital investment
  - (a) Authorised capital
  - (b) Capital Investment
  - (c) Financial position (Comments with latest copy of Balance sheet and income)
9. Main items of machinery/equipment and test/inspection facilities available
10. Labour:
  - (a) Strength presently employed
    - (i) Skilled
    - (ii) Semi-skilled
    - (iii) Non-skilled
  - (b) Availability of power for future expansion
12. Raw materials:
  - (a) Requirements
  - (b) Period for which reserve stock of raw materials is held
  - (c) Sources of procurement
  - (d) Percentage of Indigenous improved raw materials
  - (e) Any difficulty regarding normal product or likely order

13. Is the firm registered with DGS & D or with any other Civil Govt Department ? If so give details.
14. Has the firm any collaboration and technical know-how agreement with foreign firms? If so, give details.
15. Details of items for which parent rights of the firm exist
16. Are you having any development activities? Are you having in hand any basic research program?
17. Details of qualified managerial and technical personnel.  
Is any member on your staff a foreigner or foreign qualified specialist?
18. Is your product "Type Approved" or has ISI certification mark? If so, give details.
19. Training program of staff
20. Details of stores under production or Development (Appendix 'A')
21. Name and address of agents
22. Any other information you wish to provide.

Place:

Date:

Seal

**Signature**  
**Name**  
**Designation**

*Enclosures: Appendix A (Details of Stores under production or development)*

**Appendix 'C'**  
**(Attached to the Report)**

M/s. \_\_\_\_\_  
**(To be filled in by the firm)**

Details of stores the firm is:

- (a) Producing at present :  
 (b) Development at present :  
 (c) Interested in for future development / production :

Sl.No.	Present products Remarks	Monthly production  <b>(Give number of shifts)</b> Present Capacity Available Capacity	Spare Capacity
	Present production Production under Development Future plan for Development		
		<b>Signature</b>	
		<b>Name of Firm</b>	



**Appendix – D**

**Bid Securing Declaration Form**

Date \_\_\_\_\_ Tender No. \_\_\_\_\_

To **(insert complete name and address of the purchaser)**

I/We, the undersigned, declare that:

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, because I / We

- a) Have withdrawn / modified / amended, impairs or derogates from the tender, my / our bid during the period of bid validity specified in the form of Bid, or
- b) Having been notified of the acceptance of our Bid, by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to Bidders.

I / We understand this Bid Securing Declaration shall cease to be valid if I am / we are not the successful Bidder upon the earlier of (i) the receipt of your notification of the name of the successful Bidder, 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)

**Name:** (insert complete name of person signing the Bid Securing Declaration)

**Duly authorized to sign the bid for an on behalf of** (insert complete name of Bidder)

**Dated on** \_\_\_\_\_ **day of** \_\_\_\_\_ **(insert date of signing)**

**Corporate Seal (where appropriate)**

**(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)**