

Office of Indian Weightlifting Federation  
WZ-78, First Floor, Todapur Village,  
(Near PUSA Institute), New Delhi 110012

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**TENDER NOTICE FOR SUPPLY OF NUTRITIONAL (FOOD)  
SUPPLEMENTS MADE IN GERMANY**

Indian Weightlifting Federation, New Delhi invites Bids on two bid system for Supply of Nutritional (Food) Supplements made in Germany from reputed & registered agencies / company / firm. Tender forms can be downloaded from the website [www.iwlf.in](http://www.iwlf.in).

Sealed tenders in **TWO BID SYSTEM** affixing Court Fee Stamp of Rs 10/- only are invited by Indian Weightlifting Federation, New Delhi, for the supply of **NUTRITIONAL (FOOD) SUPPLEMENT MADE IN GERMANY** as per enclosed Technical Specifications and terms & conditions described hereunder, from reputed and experienced manufacturers / authorized importers / distributors of **NUTRITIONAL (FOOD) SUPPLEMENT MADE IN GERMANY** in India and shall be received till 12-01-2018 up to 1.00 P.M The tender will be received by Speed Post / Registered Post / Courier Services / in person in sealed cover addressed to **“The Secretary General, Indian Weightlifting Federation, WZ-78, First Floor, Todapur Village, Near PUSA Institute, New Delhi 110012”** Tender received after the closing date & time shall not be entertained. The Secretary General, Indian Weightlifting Federation shall not be responsible for any postal delay.

The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders for the tender exercise. The Secretary General, Indian Weightlifting Federation, reserves the right to select the firm or to reject any bid wholly or partly without assigning any reason. Incomplete tenders, amendments and additions to tender after opening or late tenders are liable to be ignored and rejected.

S.No.	Name of supplement
1	Multivitamins
2	Whey Protein
3	Soya Protein

4	Calcium
5	Anti-oxidants
6	Sports drink
7	Sports drink (AAS, CHO, Protein and Electrolyte)
8	Glucosamine
9	L-Carnitine
10	Creatine Monohydrate
11	Hematinic
12	B-Alanine
13	Sports Bar / Sports Gel
14	L-Glutamine
15	BCAA
16	L-Arginine
17	Combination of Arginine, Glutamine, brached chain amino acids
18	Kreafast
19	Amino

**Critical Date Sheet**

Tender Reference No.:	IWLF/PROC/2017-12-26/26122017
Publication of tender Document	26.12.2017
Downloading of Bid Document	26.12.2017
Clarification Start Date	26.12.2017 (11:00 a.m.)
Clarification End Date	02.01.2018 (4:00 p.m.)
Bid Submission Start Date	26.12.2017 (11:00 a.m.)
Bid Submission End Date	12.01.2018 (1:00 p.m.)
Bid Opening Date	12.01.2018 (3:00 p.m.)

Place of opening Tender: Indian Weightlifting Federation, WZ-78, First Floor, Todapur Village, (Near PUSA Institute), New Delhi 110012

Address for Communication: Indian Weightlifting Federation, WZ-78, First Floor, Todapur Village, (Near PUSA Institute), New Delhi 110012

**[Sahdev Yadav]**  
**Secretary General**  
**Indian Weightlifting Federation**

## Part I - General Information

**1. Last date and time for depositing the bid**

(Date to be mentioned terms of DD MM YEAR) the sealed Bids (both technical and Commercial in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

**2. Manner of depositing the Bids:** Sealed bid should be either dropped in the OFFICE OF INDIAN WEIGHTLIFTING FEDERATION or send by registered post to **Indian Weightlifting Federation, WZ-78, First Floor, Todapur Village, Near PUSA Institute, New Delhi 110012** 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).

**3. Time and date for opening of Bid :**

(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).

**4. Place of opening the Bids:- Indian Weightlifting Federation, WZ-78, First Floor, Todapur Village, Near PUSA Institute, New Delhi 110012.** The Bidders may depute their representatives duly authorized in writing to attend the opening of Bids on the due date and time. 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.

**5. Forwarding of Bids-** Bids should be forwarded by Bidders under their original memo / letter pad inter-alia furnishing details like. TIN number, GST Number Bank address with EFT Account if applicable etc and complete postal & e-mail address of their office in the format given in Annexure- 'A'.

**6. 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 clarification sought not later than 03 (Three) days prior to the date of opening the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

**7. Modification and Withdrawal of Bids:** A Bidder may modify or withdraw his bid after submission provided that the written notice of modification of 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 confiscation 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 and expiration of the period of bid validity specified. Withdrawal of bid during this period will result Bidder's forfeiture of bid security.

8. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyers may at its discretion ask the bidder for clarification of this bid. The request for clarification will be given in writing and no change in prices of substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
9. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.
10. **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 RFP.
11. **Validity of Bids:** The Bids should remain valid till 6 months from the last date of submission of the Bids.

## **Part II - Essential Details of Items / Services required.**

1. **Schedule of Requirements-** List of items are attached at Appendix 'A'. **Sample of all items required to be brought on the day of opening tender.** Non submission sample will lead rejection of Bid.
2. **Delivery Period-** Work to be completed within **7 days** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyers in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyers. With applicability of LD clause.
3. **Delivery and Transportation-** The items are to be delivered at consignee site, Transportation charges to be borne by the seller.
4. **Destination of Supply of Food Supplement for Weightlifting team:** C/o National Coach, Sports Authority of India, Netaji Subhash National Institute of Sports, Old Moti Bagh Palace, Patiala 147001.

5. Only made in GERMANY FOOD SUPPLEMENTS are permitted in the bid as per list attached.
6. **Dope Free Certificate:** Dope free certificate from a GERMAN CERTIFIED LABORATORY of each product is required on the letter head of manufacturer at the time of submission of bid.
7. **Food Safety & Standards Authority of India (FSSAI) Certification:** FSSAI certification as per Government guidelines.
8. **Animal Quarantine & Certificate Service (AQCS):** AQCS as per Government guidelines.

### Part III- Standard Conditions of REP

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:** This contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid for a period of 24 months. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes of differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement of question arising out of or relating to be Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration at Delhi Courts only.
4. **Penalty for use 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 of otherwise in procuring the Contract of 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 Indian Weightlifting Federation for showing or forbearing to show favour or disfavor to

any person in relation to the present Contract or any other Contract with the Indian Weightlifting Federation. Any breach of the aforesaid undertaking by the Seller or any one employed by him or action on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence 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 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 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 of 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 Indian Weightlifting Federation.
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 Damaged:** In the event of the Seller's failure to submit the Documents supply, the stores/goods and conduct trials, installation of equipments, 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 delay of part of a week, subject to the maximum value of the liquidated damaged 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 :-
  - (a) The Delivery of the material is delayed for causes not attributable to Force Majeure for more than (one month) after the scheduled date of delivery.
  - (b) The delivery is declared bankrupt or becomes insolvent.
  - (c) The delivery of material is delayed due to causes of Force Majeure by more than (one month) provided Force Majeure clauses is included in contract.
  - (d) The Buyer has notice 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 EMAIL 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, copy right,

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 accounts of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacturer of use, The Seller 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**

##### **(I) General**

1. If Bidder desires to ask for excise duty or G.S.T. extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charged and no claim for the same will be entertained.
2. 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 entertained after the opening of tenders,
3. 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.
4. If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit exemption which he may have, If any concession is available in regard to rate/quantum of any of 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 charges 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.

5. 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 downward revision in any duty/tax, Tax actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustment shall include all reliefs, exemptions, rebates, concession etc. If any obtained by the Seller,

**(II) Customs Duty**

**(III) Excise Duty**

1. 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.
2. 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.
3. The Seller is also required to furnish to the Paying Authority the following certificate.
  - (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 the 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 nay 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) A 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 to recover Indian Weightlifting Federation contracts and that no dispute on this accounts would be railed by the Seller.
4. Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on accounts 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.

**(iv) G.S.T.**

1. If it is desired by the Bidder to ask for G.S.T. 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.
2. On the Bids quoting G.S.T. extra, the rate and the nature of G.S.T. applicable at the time of supply should be shown separately, G.S.T. 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 sales is legally liable to G.S.T. and same is payable as per the terms of the contract.

**Part IV- Special Conditions of RFP**

1. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency the discretion of the Buyer to exercise this option or not.

- 2. Repeat Order Clause-** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this 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. 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 20% plus/minus increase or decrease the quantity of the required goods upto 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.
- 4. Payment Terms for Indigenous Sellers-** It will be mandatory for the Bidders to indicate their bank accounts numbers so that payments could be made through cheques, wherever feasible. The payment will be made as per the following terms. On production of the requisite documents.
  - a. 100% payments after 3 months on completion of supply of items.**
- 5. Advance Payments:** No advance payments will be made.
- 6. Paying Authority:**
  - a. Indigenous Sellers (Name and address, contract details).** The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill.
    - i. Ink –signed copy of contingent bill/ Seller’s bill.**
    - ii. Copy of Supply Order / Contract with U.O. number and date of IFA’s concurrence where required under delegation of powers.**
    - iii. Claim for statutory and other levies to be supported with requisite documents/ proof of payments such as Excise duty challan, Customs duty clearance certificate, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable,**
    - iv. Exemption certificate for Excise duty / Customs duty / G.S.T., if applicable,**
    - v. Bank guarantee for advance if any.**

- vi. Guarantee/ Warranty certificate,
- vii. Any other documents/ certificate that may be provided for in the Supply order/ Contract.
- viii. User Acceptance.

7. **Fail clause** - The following Fail 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 of 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/organization including the Buyer or any other Department of Central or 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 of offer of sale and the price payable under the contract for the stores of such reduction of sale of 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 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 of States Govt. Depts. including their undertakings excluding joint sector companies and/or parties and bodies.
- c. 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/organization 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 (a), (b) and (c) of sub-para (ii) above details of which are given below”-*

**8. Risk & Expenses Clause-**

1. 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.
2. Should the stores or any installment thereof not perform in accordance with the specification/ parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, 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.
3. In case of 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 of the same or similar description to make goods:-
  - a. Such default.
  - b. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
4. 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 5% of the value of the contract.”

**9. Force Majeure clause.**

- a. Neither party shall bear responsibility for the complete.
- b. Or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), If the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth, Quake and other acts of

God as well as War, military operation, blockade, Acts or Actions of State Authorities of any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

- c. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- d. The Party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- e. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- f. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

**10. OEM Certificate: N/A**

**11. Inspection Authority:** The inspection will be carried out by **Secretary General, Indian Weightlifting Federation** or a representative nominated by him. The mode of inspection will be User Inspection / Joint Inspection / Self-certificate. The items not found original and as per supply order will be rejected.

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

- a. The Claims may be presented either (a) 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.
- b. The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods.
- c. 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 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.

- 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 claims. The Seller will settle the claims within 45 days from the date of the receipt of the claims at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claims 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 claims amount by Seller through demand draft drawn on Andhra Bank, in favour of Indian Weightlifting Federation.
- g. The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

#### **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 requirement of the RFP, both technically and commercially.
  - b. The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Annexure 'A'. The consideration of taxes and duties in evaluation process will be as follows:
    - i. All taxes and duties (including those for which exemption certificate are issued quote by the bidders will be considered. The ultimate cost to the buyer would be the deciding factor for ranking of Bids.
  - c. The Bidders are required to spell out the rates of Customs duty, Excise duty, G.S.T. 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 / G.S.T. 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 price quoted are firm and final and no claim on account of such duties will be entrained after the opening of tender. 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 as exempted from payment of Customs Duty / Excise Duty / G.S.T. duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them upto the limit of exemption which they may have,. If any concession is available in regard to rate/ quantum of Customs duty / Excise duty / G.S.T., it should be brought out clearly. Stipulations like, excise duty 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 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 items in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and G.S.T. also.

- d. In import cases, all the foreign quoted will be brought to a common denomination in Indian Rupees by adopting the exchange as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.
- 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 word will prevail for calculation of price.
- f. The lowest acceptable Bid will be considered further for placement of contract / supply order after complete clarification and price negotiation 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 Apportionment of Quantity, if it is convince that Lowest Bidder is not in a position to supply full quantity in stipulated time.

2. **Price Bid Format:** The Price to be quoted in the format given in Annexure 'A'.



**Total of basic prices.**

- a. Accessories.
- b. Installation / Commissioning charges.
- c. Training
- d. Technical literature
- e. Tools
- f. AMC with spares
- g. AMC without Spares
- h. Any other item
- i. Is excise Duty Extra?
- j. 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
- k. Is Excise duty exemption (EDE) required:
  - l. If yes, then mention and enclose the following.
  - m. Excise notification number under which EDE can be given.
- n. Is G.S.T. extra?
- o. If yes, then mention the following:
  - i. Total Value on which G.S.T. is leviable:
  - ii. Rate of G.S.T.
  - iii. Total value of G.S.T. leviable:
- p. Is custom Duty Exemption required?
- q. If Yes, then mention the following:
  - I. Customs 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
- r. Grand Total:
  - (i) Excluding AMC and spares
  - (ii) Including AMC with Spares.
  - (iii) Including AMC without spares.

**Appendix 'A'**

S.No.	Name of supplement	Technical Specification	Formulations
1	Multivitamins	Thiamine-1.7 mg, Riboflavin-15 mg, Niacin-25 mg, Pyridoxine-15 mg, Biotin-500 mcg. Vitamin B12-5 mcg, Folic acid-1 mg, Vitamin A-800 IC, Vitamin C-600-800 mg, Vitamin E-15 mg	Capsule / Tablet
2	Whey Protein	Protein content 65-70% of whey isolate	Powder
3	Soya Protein	Protein content 65-70% in powder form	Powder
4	Calcium	Each tab contains 500 mg elemental calcium and Vitamin D3-100-125 IUW	Capsule / Tablet
5	Anti-oxidants	Vitamin A-600 IU, Vitamin C-600-800 mg, Vitamin E-15 mg, Zinc -15 mg /D	Capsule / Tablet
6	Sports drink	For dilution in 500 ml, Carbohydrate 35-50g, Protein-0g, Fat-0g, Sodium chloride-isotonic	Powder / Sachet
7	Sports drink (Aas, CHO, Protein and Electrolyte)	CHO - 6-10%, K+ - 6-10 mmol/1:NaCl isotonic, Protein CHO: 1:3	Powder / Sachet
8	Glucosamine	Each tab/cap/schet contains 1500 mg Glucosamine sulphate	Capsule / Tablet / Powder
9	L-Carnitine	Each cap to contain 50 mg of L-Carnitine	Capsule
10	Creatine Monohydrate	Pure creatine monohydrate	Powder / Sachet
11	Hematinic	Each capsule contains 30 mg of elemental iron in ferrous gluconate form in time release capsule	Capsule
12	B-Alanine		
13	Sports Bar / Sports Gel		Bar / Gel
14	L-Glutamine	Traces of gluten, lactose, soy and hen's egg protein	Capsule / Powder
15	BCAA	Branched chain amino acids (L-leucine, L-isoleucine, L-valine, emulsifier (soy lecithine))	Tablet / Capsule / Powder
16	L-Arginine	L-arginine-hydrochloride, gelatine (capsule), separating agent (magnesium salts of fatty acids), vegetable oil (palm oil)	Tablet / Capsule / Powder
17	Combination of arginine, glutamine, brached chain amino acids	Best combination of Arginine, Glutamine, BCAA	Powder
18	Kreafast	Creatine monohydrate, magnesium hydroxide; coating agents: pregelatinized starch, talcum, shellac, glycerol, iron (III) oxides	Tablet / Capsule / Powder
19	Amino	collagen hydrolysate, water, fructose, whey protein hydrolysate	Liquid