CORRIGENDUM V

Ref: Tender Notice No. DSYA/NG/FA(Sports)/Sports Equipment/2018
Date: 22/12/2018

Reference is invited to Global Tender Enquiry referred above for the procurement of Sports equipment for the Sport of Fencing. The following are the changes/amendments/addendums issued as per Section 2 (vi) of the Tender document:

1. The EMD Fees reflected at:
   A) Section 1, clause (ii) (c)
   B) Section 2, clause (ii), sub clause (1)
   C) Section 2, clause (ix) (a) may be read as ₹4,00,000/- instead of ₹12,50,000/- and the average Annual Turnover requirement reflected at:
      A) Section 2, clause (iii) (b)
      B) Annexure 2 – Form 2, may now be read as ₹4,00,00,000/- instead of ₹12,50,00,000/-.

2. Section II, clause (i), the modes of payment made be read as “five” instead of “four” and the sub-clause (v) stands inserted to the clause as below:
   “(v) Bank Guarantee: All foreign bidders could submit the EMD through Bank Guarantee, as per the instructions given below:
   The EMD has to be furnished through an unconditional and irrevocable Bank Guarantee from a Nationalized/Scheduled Bank in India.
   The Bank Guarantee should be as per the format provided in Annexure 9.
   Bank Guarantee for the EMD should reach the National Games Secretariat on or before the last date for submission of the Bids.

   Similarly, Section 2, clause (ix), sub clause (a) stands amended to that effect.
3. **Section II, clause (xxxiv): Indian Agent**

The following additional clause stands inserted in the Section II:

“Section II, clause (xxxiv)

(i) If a foreign bidder has engaged an agent in India in connection with its tender, the foreign bidder, in addition to indicating Indian agent’s commission, if any, in a manner described under-price schedule, shall also furnish the following information:

a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.

b) The details of the services to be rendered by the agent for the subject requirement.

c) Details of Service outlets in India, nearest to the consignee(s) and to render services during Warranty period.

d) Copy of the agreement between Indian Agent and their principal detailing the scope of work/services during warranty and after sales periods”.

4. **Section II, clause (ix) – Documents Comprising the Bid, sub clause (d)**

The following additional points stands inserted to the sub-clause (d) of Section II, clause (ix):

(x) Goods & Services Tax Registration Certificate (as per law of the country origin).

(xi) Valid PAN, TIN (Tax Payer Identification Number)/TAN (as per law of the country origin).

(xii) Undertaking by the Bidder as per Annexure 8.

5. **Section II, clause (x) - Bid Price-** the following sub-clause stands inserted to the clause (x) as below:
“f) The amount / percentage of agency commission, payable to the Indian agent should not be more than what is specified in the Agency Agreement (a certified copy should be submitted along with the bid) between the bidder and the Indian Agent.

g) Custom Duty is exempted as per Custom Notification No. 146/94-Customs dated 13.07.1994 read with Notification No. 5/2010-Customs dated 19.01.2010, amended from time to time, for purchases made by the Directorate of Sports and Youth Affairs, Government of Goa. Customs Duty Exemption Certificate (CDEC) for imported sports goods/equipment shall be provided by Directorate of Sports and Youth Affairs.

h) The terms FOB, CIF, etc., shall be governed by the current edition of International Commercial Terms (INCOTERMS), published by the International Chamber of Commerce, Paris.”

6. **Section II, clause xxx, sub clause (e):**

The followings stand inserted to the sub-clause (e):

“in the manner as specified below:

**(I) On Shipment**

80% of the net CIF Price less Indian Agency Commission of the goods dispatched shall be paid in favour of the Foreign Principal in a bank in his Country upon submission of documents specified hereunder.

(i) Suppliers certificate that the amount shown in the invoice are correct in terms of the contract and that all terms and conditions of the contract have been complied with.

(ii) Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;

(iii) Original and four copies of negotiable clean on-board Bill of Lading/Airway Bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway Bill;

(iv) Four Copies of Packing List identifying contents of each package;

(v) Manufacturer’s warranty certificate;

(vi) Inspection certificate issued by the designated inspection agency, if applicable as per contract;

(vii) Manufacturer’s own factory Inspection Report

(viii) Certificate of origin by the chamber of commerce of the concerned country;

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

If any of the clause(s) is changed at the instance of supplier, the consequential cost if any, will be borne by him only.

(II) On Acceptance

Balance 20% would be made against ‘Final Inspection and Acceptance Certificate’ of goods after installation & commissioning, issued by the consignee, through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

(III) Payment of incident costs till consignee site & Incidental services (including installation & Commissioning, supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of final/ successful installation, commission and acceptance of equipment by the consignee.

(IV) Payment of Indian Agency Commission:

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

7. Section 2, clause (xxix), Project Timelines, the date in the table may be read as “90 days after issue of Work Order by the Authority” instead of “35 days prior to the Opening Ceremony”.
8. Annexure 6 – Financial Bid Format stands amended to as under (the items remain unchanged):

(I) PRICE SCHEDULE FOR GOODS MANUFACTURED IN INDIA OR GOODS OF FOREIGN MANUFACTURERS ALREADY IMPORTED TO INDIA

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit price (Inclusive of all taxes, duties, freight, Insurance etc.)</th>
<th>GST</th>
<th>Total Price</th>
<th>Remarks (If any)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

(II) PRICE SCHEDULE FOR GOODS MANUFACTURED OUTSIDE INDIA

(a) FOB/CIF PRICE FOR EQUIPMENTS (IN INDIAN RUPEES/US DOLLARS/ EUROS/GBP/CURRENCY OF ORIGIN COUNTRY)

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Description and Model No. if any</th>
<th>Quantity &amp; Unit</th>
<th>Country of Origin</th>
<th>Country of Shipment</th>
<th>FOB Price (Each Equipment)</th>
<th>FOB price (Total Quantity)</th>
<th>Ocean Freight per Consignment from port of dispatch to Indian Port</th>
<th>Insurance charges to destination port of entry, Consignee’s site.</th>
<th>CIF Price (Total Price)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7 = (6 x 3)</td>
<td>8</td>
<td>9</td>
<td>10 = (7+8+9)</td>
</tr>
</tbody>
</table>


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

(b) PRICE IN INDIAN RUPEES OF EACH EQUIPMENT FOR DELIVERY AT DESTINATION (FROM INDIAN PORT TO CONSIGNEE’S SITE)

<table>
<thead>
<tr>
<th>SL No.</th>
<th>Description and Model No. if any</th>
<th>Agents Commission on FOB, (If applicable)</th>
<th>Port charges at Consignee’s Country</th>
<th>GST</th>
<th>Freight up to destination (including loading and unloading)</th>
<th>Inland Insurance from port of Entry to delivery at Destination</th>
<th>Other Charges (Please Specify)</th>
<th>charges in Indian Rupees, Delivery at Consignee’s site</th>
<th>Remarks (Other Charges cost as at cl. No. 8)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Total DDP Price _____ (Quantity)_____ (Column 10 of table A+ Column 8 of Table B)

It is hereby certify that we have understood the instructions to bidders, general condition of contract, technical specifications, schedule of requirement and all other terms and condition given in the RFP Document. We are fully aware of the type of equipment required and our offer is to supply the equipment strictly in accordance with the requirements and according to the terms of RFP Document. We agree to abide by the conditions of RFP.

The above prices quoted are for supply, installation, commissioning and onsite training for operation of equipment with warranty period of .......... years from the date of acceptance by purchaser.

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

Indian Agent Name & Address (if any): ________________________________

Indian Agency Commision- ___% of FOB (included in above quoted prices) PAN No. of Indian Agent ____________________
NOTE: Reimbursement of IGST: The IGST mount as mentioned in the price schedule in INR will be compared with the actual IGST paid and the same will be reimbursed to the supplier as per following:

   a) If the IGST amount as mentioned in the price schedule is equal to the actual IGST paid, the actual IGST paid shall prevail and reimbursed to the supplier in INR accordingly on submission of original documentary evidence.

   b) If the IGST amount as mentioned in the price schedule is more than the actual IGST, the actual IGST paid shall prevail and reimbursed to the supplier in INR accordingly on submission of original documentary evidence.

   c) If the IGST amount as mentioned in the price schedule is less than the actual IGST, the custom duty amount and IGST mentioned in the price schedule shall prevail only and reimbursed to the supplier in INR accordingly.
9. **Annexure 8 - Undertaking by the Bidder** stands inserted to the tender.

1. This is to certify that, I, on behalf of M/s ______________________________ have read and fully understood all the terms and conditions of this RFP for “__________________” read along with clarifications and undertake that M/s ______________________________ will abide by them unconditionally and to the satisfaction of the FA Sports and the NGOC - Goa.

2. M/s ______________________ have not been black-listed by the Central/ State Government/s / PSUs at any point of time and there have been no criminal proceedings / conviction against M/s ______________________ at any point of time.

Signature of the authorised signatory of the Bidder with Seal

Name:

Designation:

Address

Phone No.:

Mobile No.:

Email ID:

Fax:
10. Annexure 9: Model Bank Guarantee Format for Furnishing EMD stands inserted to the tender.

Ref. No.
Bank Guarantee No Dated

To,
The Director of Sports and Youth Affairs,
Campal, Panaji- 403001
Goa,India

Whereas……………………………………………………………………………. (hereinafter called the “tenderer”) has submitted their offer dated …………………. for the supply of……………. (hereinafter called the “tender”) against the purchaser’s tender enquiry No……………………….KNOW ALL MEN by these presents that WE…………………………………………………………………………..of having our registered office at……………. are bound unto ………………………. (hereinafter called the “Purchaser”) in the sum of……………. for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this……………… day of……20………

The conditions of this obligation are:

(1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

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

   a. If the tenderer fails to furnish the Performance Security for the due performance of the contract
   b. Fails or refuses to accept/execute the contract.

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

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the Officer

Seal, name & address of the Bank and address of the Branch
11. Section II, Clause xvi- Submission of Bids may now be read as:

“a) In addition to the online submission of the Bids, the copy of Technical Bid shall also be submitted by hand or through registered post or courier services at the address mentioned below. The Authority shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of bid in time.

b) Bids shall be submitted to:
   The FA Head, Sport & the Director,
   Directorate of Sports & Youth Affairs
   Campal, Panaji-Goa, India.
   Phone: (0832) 246-5704, (0832) 2464787
   Email: dir-spor.goa@nic.in

c) The Equipment to be supplied against this tender are detailed in Annexure 6. The Bidder should quote for supplying all the items in Category A and/or for Category B in Annexure 6, failing to quote for all the items in any of the category, the Bid will not be considered for evaluation.

d) Financial Bid sent through fax, e-mail and tenders submitted after the deadline of submission will not be considered.

e) The Authority shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers.

f) For any clarification regarding the e-tendering system, you may contact the E-Tender Help Desk”