

**GOVERNMENT OF MADHYA PRADESH
SPORTS & YOUTH WELFARE DEPARTMENT**

**OFFICE OF THE
DISST. SPORTS & YOUTH WELFARE ,
BALAGHAT, M. P.
Ph. No. 07632-240155, 9406733757**

**Tender Bid for Supply and Installation of Sports Materials and
Gymnasium Equipments at Gram Panchayats in Balaghat
District, Madhya Pradesh For Year 2008-09 Under Panchayat
Yuva Krida Aur Khel Abhiyan (PYKKA)**

**GOVERNMENT OF MADHYA PRADESH
SPORTS & YOUTH WELFARE DEPARTMENT**

**OFFICE OF THE
DISST. SPORTS & YOUTH WELFARE ,
BALAGHAT, M. P.**

INDEX FOR TENDER FORM

Name of work :-

Supply and Installation of Sports Materials and Gymnasium Equipments to Gram Panchayats in Balaghat District, Madhya Pradesh For Year 2008-09 Under Panchayat Yuva Krida Aur Khel Abhiyan (PYKKA).

Sl.No.	Contents	Page No.
1.	Cover Page of Bid Document	01
2.	Index for Tender Form	02
3.	Cover Page for Bid Document	03
4.	Broad Information on Tender	04
5.	Press Notice	05-06
6.	Instructions to bidder	07-10
7.	Bid Document comprising of Notice Inviting Tender, General Rules & Conditions, Tender Form, Clauses of Contract/Agreement Format, Performance Guarantee Format & Time Schedule	11-42
8.	Technical Specifications & List of Gram Panchayats (Annexure – I)	43-49
9.	Cover Page for Financial Bid Document	50
10.	Schedule of Quantities for Financial Bid (Annexure – II)	51-52

Certified that this Tender Form contains Pages 01 to 52

Issued by : _____

(Signature)

**Disstt. Sports & Youth Welfare Officer
Balaghat, M.P.**

**GOVERNMENT OF MADHYA PRADESH
SPORTS & YOUTH WELFARE DEPARTMENT
OFFICE OF THE
DISST. SPORTS & YOUTH WELFARE ,
BALAGHAT, M. P.**

BID DOCUMENT

Name of work :- Supply and Installation of Sports Materials and
Gymnasium Equipments to Gram Panchayats in
Balaghat District, Madhya Pradesh For Year 2008-09
Under Panchayat Yuva Krida Aur Khel Abhiyan
(PYKKA).

Sold to Sri/Smt/M/s _____

On payment of Rs. -----/- (Rupees ----- only)

Vide Money Receipt No.....Dated.....

**Disstt. Sports & Youth Welfare Officer
Balaghat, M.P.**

I undertake to abide by the terms and conditions as stipulated in the detail
tender call notice and conditions of contract.

Signature of the contractor

For Office Use only

- | | | | |
|----|-------------------------------------|---|-------------------------|
| 1. | Total Nos. of Corrections | : | |
| 2. | Total Nos. of Overwriting | ; | |
| 3. | Total Nos. of Pages | : | |
| 4. | Earnest Money Deposit in shape of : | | |
| 5. | Copy of S.T.C.C. | : | Furnished/Not Furnished |
| 6. | Copy of I.T.C.C./PAN | : | Furnished/Not Furnished |
| 7. | Copy of EPF Regn. Certificate | : | Furnished/Not Furnished |
| 8. | Any other enclosure | : | |

**Disstt. Sports & Youth Welfare Officer
Balaghat, M.P.**

**GOVERNMENT OF MADHYA PRADESH
SPORTS & YOUTH WELFARE DEPARTMENT
OFFICE OF THE
DISST. SPORTS & YOUTH WELFARE ,
BALAGHAT, M. P.
BROAD INFORMATION ON TENDER**

- Name of work : Supply and Installation of Sports Materials and Gymnasium Equipments to Gram Panchayats in Balaghat District, Madhya Pradesh For Year 2008-09 Under Panchayat Yuva Krida Aur Khel Abhiyan (PYKKA).
- Earnest Money Deposit : Rs. 44,000/- in shape of D.D./Banker's Cheque drawn in favour of District Sports & Youth Welfare Officer Balaghat, M.P. payable at Balaghat
- Period of sale of Bidding document : From 10/12/2011 to 10/01/2012
- Last date and time for receipt of Bids : Date: 10/01/2012 up to 2:00 PM by Registered Post/Speed Post only.
- Time and Date of Opening of Bids : Date : 11/01/2012, at 2:00 PM
- Place of receiving of Bids : Office of the Disstt. Sports & Youth Welfare, Balaghat, Mulna Stadyiam Balaghat, M. P.- 481001
- Place of opening of Bids : Office of the Collector District Balaghat, M.P.
- Officer Inviting Bids : Disstt. Sports & Youth Welfare Officer, Balaghat, M. P.
- Contact Person : Shri Rajesh Manodhya
District Sports & Youth Welfare Officer
District- Balaghat, M.P.
Mobile No. 9406733757

**GOVERNMENT OF MADHYA PRADESH
OFFICE OF THE
DISSTT. SPORTS & YOUTH WELFARE OFFICER ,
BALAGHAT, M. P.**

**NOTICE INVITING BIDS FOR SUPPLY AND INSTALLATION OF SPORTS MATERIALS
AND GYMNASIUM EQUIPMENTS AT GRAM PANCHAYATS IN BALAGHAT DISTRICT,
MADHYA PRADESH FOR YEAR 2008-09 UNDER PANCHAYAT YUVA KRIDA AUR KHEL
ABHIYAN (PYKKA).**

The Governor of Madhya Pradesh acting through District Sports & Youth Welfare Officer Balaghat invites bids from manufacturers/authorized dealers who are engaged in supply and installation of various sports materials and gymnasium equipments since last three years or more as per list below :-

Sl. No.	Description of work	Estimated Cost	Earnest Money to be deposited	Last date & time of submission of Tender documents to District Sports & Youth Welfare Officer - Balaghat District, MP	Time & date of opening of tender by Collector Balaghat District, MP	Period for supply and installation
1.	Supply and Installation of Sports Materials and Gymnasium Equipments to Gram Panchayats in Balaghat District, Madhya Pradesh For Year 2008-09 under Panchayat Yuva Krida Aur Khel Abhiyan (PYKKA).	Not exceeding Rs. 1.00 Lacs per Gram Panchayat including taxes freight etc , FOR destination all complete.	Rs. 44,000/-	10/01/2012 2:00PM	11/01/2012 2:00PM	6- Months from the date of issue of work order

NB – Bidders will have to quote for all the items of supply and installation at all locations in the district as per list. If any bidder does not quote for all the locations such bid shall be rejected.

2. This office intends to obtain and install various sports materials and gymnasium equipments to be supplied at each Gram Panchayat in

- Balaghat District, Madhya Pradesh as per list enclosed.
3. The Manufacturer should be ISO 9001 certified.
 4. All the fitness equipment should be ISO 9001 certified. The sports equipments shall be as approved and / or as per specifications approved by the concerned Sports Federation (s).
 5. The tender must be accompanied by a Demand draft of the amount of Rs. 44,000/- (Indian Rupees Forty Four Thousand only), on a schedule bank drawn in favour of District Sports & Youth Welfare Officer Balaghat District, Madhya Pradesh, payable at Balaghat as Earnest Money for the above tender. The tender documents (Non-Transferable) shall be obtained from the Office of the District Sports & Youth Welfare Officer Balaghat – 481001, Madhya Pradesh, India on any working day from 10/12/2011 to 10/01/2012 upto 2:00 PM against payment of Rs. 5,000/- (Indian Rupees Five Thousand only) (Non-Refundable) in the form of Bank Draft in favour of District Sports & Youth Welfare Officer Balaghat District, Madhya Pradesh, India on any schedule bank payable at Balaghat.
 6. Sealed Tender Documents duly signed on all pages shall be delivered in the Office of the District Sports & Youth Welfare Officer Balaghat – 481001, Madhya Pradesh, India by Registered Post/Speed Post only to reach on or before 10/01/2012 upto 2:00 PM. Earnest money envelope (A) and the Technical Bids will be opened at 2:00PM on 11/01/2012 in the office of the Collector Balaghat District, Madhya Pradesh, in presence of the tenderers or their authorized representatives who wish to attend. The date of opening of the Financial Bids of those tenders fulfilling the requirements will be announced on a separate date. If the office happens to be closed on the date of receipt of the bids or opening of bids as specified, the bids will be received and opened on the next day of opening of the office at the same time and venue.
 7. District Sports & Youth Welfare Officer Balaghat District, Madhya Pradesh will not be responsible for the postal delay if any in the delivery of the documents or non-receipt of the same.
 8. Collector Balaghat District, Madhya Pradesh, does not bind himself to accept the lowest rate and reserves the right to accept or reject all or any part of tender without assigning reasons, thereof.

**Disstt. Sports & Youth Welfare Officer
Balaghat, M.P.**

INSTRUCTIONS TO BIDDERS

Tender will be opened in the presence of authorized representatives of bidders, if they present themselves. Each of these instructions must be carefully read and followed strictly, failure in complying with any of these would render your offer for rejection.

1. (I) If tender enquiry is passed on to Manufacturer / Dealer duly authorized by the Vendor, to whom enquiry was sent originally, a proper letter of authority should be sent in advance to the **Collector Balaghat District, Madhya Pradesh**, by the invitee to quote & copy of the same may also be enclosed along with the bid. The bidder/manufacturer should be ISO 9001 certified.

(II) In case any change in the name of the company/address vis-à-vis what has been indicated in the tender enquiry, bidders are requested to intimate such changes in advance supported by relevant document failing which the offer may be treated as unsolicited and run the risk of being not opened.
2. The earnest money will be forfeited on revocation of tender before the expiry of validity of the tender of the tenderer or in refusal to enter in to the contract after award is made by Collector **Balaghat** District, Madhya Pradesh to the tenderer within the validity period of offer.
3. The bidders should quote the total rate inclusive of installation charges, transportation charges, delivery of goods at any place within **Balaghat** district as per list and inclusive of all other taxes.
4. Offers should strictly be as per the specification/drawing/samples as spelt out in the enquiry. Any deviations shall be clearly spelt out. In case they are not spelt out it shall be taken for granted that the item has been offered strictly as per requirement given in the inquiry. Deviations are likely to render the tender non-considerable. Bidders are advised not to deviate.
5. The bidders should give an under taking at the bidding stage itself that if he is selected, he has to put up one modal sports center within 30 days of issuance of work order. After the receipt of the clearance by the committee formed as per clause 9 of Clauses of Contract, the bidder should complete 30% within two months, 60% within three months, 80% within four months and 100% within five months from the date of clearance of the modal sports

center by the committee. Those who do not give the undertaking shall not be considered for tender evaluation.

6. Order placed as result of this enquiry shall be subject to the purchaser's General purchaser's conditions.
7. Make/Brand of the offered are to be specified. One copy of detailed descriptive/ pamphlets shall be enclosed along with the offer.
8. The prices quoted shall be inclusive of all taxes/Insurance/Freight and other costs F.O.R. destination as indicated in supply order.
9. If the tenderer is on DGS&D rate contract for enquired items, a copy of the same should be enclosed along with the offer. Units registered with SSI/NSIC shall indicate the registration Number and enclose copy of the registration certificate.
10. Test certificate of manufacture/Govt. test house shall be required to be submitted wherever so stipulated.
11. Samples shall be submitted with the offer wherever asked for and it is to be noted that they shall only be supplementary to the specification and would not supersede the specification. Samples are relied upon solely to describe attributes that are not quantifiable No cognizance will be given to such samples, which are received after the specified date and time.
12. In the event of an order, the successful tender shall be required to furnish a performance Bank Guarantee @ 5% of order value in the form of a bank guarantee or a Fixed Deposit Receipt pledged in the name of District Sports & Youth Welfare Officer, **Balaghat** District. Madhya Pradesh from any nationalized Bank valid for 15-months from the date of supply, against any manufacturing defects/poor workmanship/poor performance and in case any deficiencies are found during this period the same shall be repaired/rectified/replaced free of cost.
13. The list of customers to whom tenderer had supplied equipment in the past along with the purchase order number and date etc and performance report if any, should be furnished.
14. The material offered is of ISI mark/tested at any Govt. recognized test house, copies of relevant test certificate should be enclosed with the offer.

The tenderer should be a manufacturer or its authorised dealer, and their manufacturer should be ISO 9001 certified.

15. All fitness equipments should be ISO certified. All sports equipments shall be as approved and/or as per specification approved by concerned sports federation.
16. In case the goods are manufactured abroad, letter of credit can be opened on request of tenderer in favour of manufacturer/supplier.
17. Bidders should note that printed terms and conditions should not be considered for evaluation purpose unless otherwise separately mentioned in itself.
18. The offers should be valid for period of 90 days from date of bid opening.
19. The tenderer will submit certificate of authorization from the manufacture / distributor to deal in goods proposed in the bid.
20. The successful bidder shall be required to enter into an agreement with Collector **Balaghat** District, Madhya Pradesh The terms and conditions of the agreement will be binding till the completion of supply and performance test. The successful bidder shall be responsible for supply and installation of the equipment at each Gram Panchayat Balaghat District, M.P. (as per list enclosed) at his own cost.
21. The tenderer should have annual turn over of Rs. 100.00 Lakh in the last three financial years. A certificate of chartered accountant to that effect should be enclosed in the technical bid.
22. The tenderer should demonstrate service capabilities through on going maintenance contracts of equipment of the value of Rs. 50.00 Lakh or more.
23. Samples must be demonstrated for evaluation purpose, on demand by **District Sports & Youth Welfare Officer Balaghat District, Madhya Pradesh, M.P.** Goods supplied should be of high standards.
24. The tenderer must have an office in Madhya Pradesh and should be registered with Commercial Tax Department. Proof of registration should be enclosed along with the technical bid.

25. Each equipment supplied shall bear the mono of the department either etched or engraved.

**Disst. Sports & Youth Welfare Officer
Balaghat, M.P.**

**GOVERNMENT OF MADHYA PRADESH
OFFICE OF THE
DISST. SPORTS & YOUTH WELFARE ,
BALAGHAT, M. P.
Ph. No. 07632-240155 9406733757**

NOTICE INVITING BIDS FOR SUPPLY AND INSTALLATION OF SPORTS MATERIALS AND GYMNASIUM EQUIPMENTS TO GRAM PANCHAYATS IN BALAGHAT DISTRICT, MADHYA PRADESH FOR YEAR 2008-09 UNDER PANCHAYAT YUVA KRIDA AUR KHEL ABHIYAN (PYKKA).

The Governor of Madhya Pradesh acting through Disstt. Sports & Youth Welfare, Balaghat, M.P. invites bids from manufacturers/authorized dealers who are engaged in supply and Installation of various sports materials and gymnasium equipments since last three years or more as per list below :-

SI. No.	Description of work	Estimated Cost	Earnest Money to be deposited	Last date & time of submission of Tender documents to Collector Balaghat District, MP	Time & date of opening of tender by Collector Balaghat District, MP	Period for supply and installation
1.	Supply and Installation of Sports Materials and Gymnasium Equipments to Gram Panchayats in Balaghat District, Madhya Pradesh For Year 2008-09 under Panchayat Yuva Krida Aur Khel Abhiyan (PYKKA).	Not exceeding Rs. 1.00 Lacs per Gram Panchayat including taxes freight etc , FOR destination all complete.	Rs. 44,000/-	10/01/2012 2:00 PM	11/01/2012 2:00 PM	6- Months from the date of issue of work order

NB – Bidders will have to quote for all the items of supply and installation at all locations in the district as per list. If any bidder does not quote for all the locations such bid shall be rejected.

- The offer should be in sealed envelope and preferably sent by Registered post/speed post. Intending bidders are advised to post their offers well in time so as to reach the Office of the Disstt. Sports & Youth Welfare, Balaghat, Mulna Stadiyam, Balaghat, M. P.- 481001 before bid due date and time. Offers sent through courier/by hand shall not be accepted if presented after the due date and time for submission of bids. The offer would be in three sealed envelopes comprising earnest money deposit, technical bid and financial bid. These should be sealed and superscribed as “Earnest Money deposit” and “Technical bid” and

“Financial Bid” for Supply and Installation of Sports Materials and Gymnasium Equipments to Gram Panchayats in Balaghat District, Madhya Pradesh under Panchayat Yuva Krida Aur Khel Abhiyan (PYKKA).

2. The tender must be accompanied by a Demand draft of the amount of Rs. 44,000/- (Indian Rupees **Forty Four** Thousand only), on a schedule bank drawn in favour of District Sports & Youth Welfare Officer Balaghat District, Madhya Pradesh, payable at Balaghat as Earnest Money for the above tender. The tender documents (Non-Transferable) shall be obtained from the Office of the Disstt. Sports & Youth Welfare, Balaghat, Mulna Stadiyam Balaghat, M. P.- 481001, India on any working day from 10/12/2011 to 10/01/2012 upto 2:00 PM against payment of Rs. 5,000/- (Indian Rupees Five Thousand only) (Non-Refundable) in the form of Bank Draft in favour of District Sports & Youth Welfare Officer Balaghat District, Madhya Pradesh, India on any schedule bank payable at Balaghat.
3. Sealed Tender Documents duly signed on all pages shall be delivered in the Office of the Disstt. Sports & Youth Welfare, Balaghat, Mulna Stadiyam Balaghat, M. P.- 481001 India by Registered Post/Speed Post only to reach on or before 10/11/2012 upto 2:00 PM. Earnest money envelope (A) and the Technical Bids will be opened at 2:00 PM on 11/01/2012 in the office of the Collector Balaghat District, Madhya Pradesh, in presence of the tenderers or their authorized representatives who wish to attend. The date of opening of the Financial Bids of those tenders fulfilling the requirements will be announced on a separate date. If the office happens to be closed on the date of receipt of the bids or opening of bids as specified, the bids will be received and opened on the next day of opening of the office at the same time and venue.
4. Office of the Disstt. Sports & Youth Welfare, Balaghat, will not be responsible for the postal delay if any in the delivery of the documents or non-receipt of the same.
5. Collector Balaghat District, M.P. does not bind himself to accept the lowest rate and reserves the right to accept or reject all or any part of tender without assigning reasons, thereof.
6. The Tender shall be submitted in three separately sealed envelopes. The language used shall be English. In case any information is given in foreign language, then translated (in English) copies of those pages must be enclosed, failing which the tender will be disqualified.

7. **ENVELOPE 'A'**

The tender shall be accompanied by Earnest Money of Rs. **44,000/-** in the form of Demand Draft in favour of District Sports & Youth Welfare officer Balaghat District, M.P. payable at Balaghat M.P. executed by any Scheduled Bank. The Demand Draft towards Earnest Money will be placed in Sealed Envelop 'A'. In case of non compliance the tender will not be accepted.

8. **ENVELOPE 'B'**

- (i) This Envelope shall contain the documents and information pertaining to the technical bid, the product & its ingredients, Test. Reports, installation & maintenance manual and prescribed technical specification/documents and guarantee on product for pre-qualification given hereinafter along with the Technical Bid document duly signed on each page.
- (ii) The credential of firm to be included for those who are authorized by the manufacturers/suppliers of the material for execution of this work including the list of similar work executed in India with location, cost of work and period during which those works are executed.

9. **ENVELOPE 'C'**

The Envelop 'C' shall contain the tender documents and information related to the schedule of quantities quoting the rates per Unit/Price etc. of the various items pertaining to the financial bid on the financial bid document, issued by District, Sports & Youth Welfare Office, Madhya Pradesh, Balaghat alongwith the tender document.

10. Envelope-'A' (Earnest Money), Envelope-'B'(Technical Bid Document), and Envelope-'C" (Financial Bid Document), shall be in separate sealed envelopes, each marked as "Envelope-'A', 'Envelope-B' and 'Envelope-C'. All the three envelopes shall be submitted in another sealed envelope. Super scribing there on "**Supply and Installation of Sports Materials and Gymnasium Equipments to Gram Panchayats in Balaghat District. Madhya Pradesh Under Panchayat Yuva Krida Aur Khel Abhiyan (PYKKA)**. The envelope should be addressed to the District, Sports & Youth Welfare Office, Mulna Stadiyam, Balaghat, Madhya Pradesh

- 10.1 The envelope marked 'Envelop-'B' of only those tenderers shall be opened, whose earnest money is placed in the 'Envelop 'A' and found to be in order.
- 10.2 Tenderers whose technical bid is found to be in order shall be intimated date, time and venue of opening of envelope "C" that is financial bid separately by Collector Balaghat District, M.P. Envelope "C" shall be opened in the presence of the tenderers or authorised representatives who wish to attend.
11. The amount of earnest money, in the case of successful tenderer, shall be refunded on completion of supply and installation of sports materials and gymnasium equipments. However E.M.D. of unsuccessful tenderers will be refunded after the award of the contract to the successful tenderer.
12. Collector Balaghat District, M.P. does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of any reason and/or to negotiate with the tenderers. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly dated, initialed by the tenderer are liable to be rejected. However, the final decision for accepting or rejecting any or all tenders, will be in the sole discretion of Collector Balaghat District, M.P.
13. Tender shall remain open for acceptance for a period of ninety days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to Collector Balaghat District, M.P. then Collector Balaghat District, M.P. shall, without any prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. The decision of Collector Balaghat District, M.P. in this behalf shall be final and binding on the tenderer.
14. The Notice Inviting tender shall form part of the contract document. The successful tenderer shall sign the necessary contract documents consisting of the notice-inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto, within the time specified in the letter communicating the acceptance of the tender. In case of delay the earnest money may be forfeited and the tender cancelled or the contract enforced as per the terms of the tender and the invitation to tender and the tenderer shall thus be bound by the conditions of contract-even though the formal

agreement has not been executed and signed within the specified time by the tenderer.

15. No additional conditions from the tenderer shall be acceptable. The tenders having any additional conditions will be summarily rejected without assigning any reason.

For and on behalf of Governor of
Madhya Pradesh

Signature of the Tenderer

**Disstt. Sports & Youth Welfare Officer
Balaghat, M.P.**

Date :

**OFFICE OF THE
DISST. SPORTS & YOUTH WELFARE ,
BALAGHAT, M. P.**

Ph. No. . 07632-240155 9406733757

**TENDER FOR SUPPLY AND INSTALLATION OF SPORTS MATERIALS AND
GYMNASIUM EQUIPMENTS TO GRAM PANCHAYATS IN BALAGHAT
DISTRICT, MADHYA PRADESH FOR YEAR 2008-09 UNDER PANCHAYAT
YUVA KRIDA AUR KHEL ABHIYAN (PYKKA).**

General Rules and Conditions :-

1. All works proposed for execution by contract will be notified in a form of invitation of tender by Distt. Sports & Youth Welfare officer Balaghat, Madhya Pradesh, . This form will state the works to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender. Copies of the specifications, designs and drawings and a schedule of quantities and any other documents required in connection with the work shall also be open for inspection by the Tenderer at office of the Distt. Sports & Youth Welfare officer Balaghat, Madhya Pradesh, .-487001 during office hours.
2. The tender submitted by the tenderer must be signed by the Company's Executive or on his behalf by Authorized Signatory being a person holding the Power of Attorney authorizing him to do so. Such Power of Attorney shall be submitted with the tender.
3. Any person who submits a tender shall fill up the schedule of quantities stating at what rate he/she is willing to supply each item of equipment. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection.
4. Collector Balaghat District, M.P. will open the tenders in the presence of any intending Tenderers who may be present at the time, and will enter the details of the tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the Tenderer shall for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the Tenderer remitting the same, without any interest.
5. Rates quoted by the tenderer in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words.

However, if a discrepancy is found, the rates, which correspond with the amount worked out by the tenderer, shall, unless otherwise proved be taken as correct. If the amount of an item is not worked out by the Tenderer or it does not correspond with the rates written either in figures or in words, then the rates quoted by the Tenderer in words shall be taken as correct. Where the rates quoted by the Tenderer in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the Tenderer will, unless otherwise proved, be taken as correct and not the amount.

- 5.1 Alteration if any should be made clearly by crossing the whole entered rate and last correction should be attested by the tenderer with their full signature and rubber stamp. In no case there should be overwriting and all tenders with such overwriting shall be liable for rejection.
6. All rates shall be quoted in the schedule of quantities. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
7. On acceptance of the tender, the name with address and telephone numbers of the accredited representative(s) of the Tenderer who would be responsible for taking instructions, shall be communicated in writing to Collector Balaghat District, M.P.
8. The Financial quotations shall be inclusive of the taxes payable on material as applicable under State Sales Tax or any other tax in respect of this contract and shall be payable by the Tenderer only and Collector Balaghat District, M.P. will not entertain any claim whatsoever in respect of the same. Additional taxes, if any, levied new after execution of agreement shall be paid by Collector Balaghat District, M.P.
9. The tenderer is required to submit the following information with documentary proof and failure to submit any of the documentary proof will render the tender document invalid:

1.	Name(s) and Full Address of the Firms	
	Telephone No.	
	Telex:	
	Fax:	
(a)	Balance Sheet and profit & Loss Account for the last three years (2008-09 To 2010-2011) duly audited by a registered Chartered	
(b)	Annual Administrative Report for the last three years.	
(c)	Income Tax Returns filed for the previous three years .	
2. (a)	Brand Name of the Product being offered	
(b)	Documents in support of 2 (a) above	
(c)	Detailed technical specifications of each item offered.	
3.	Test Reports of the product quoted containing value of Technical Parameters. Copy of approval and validity period to be clearly indicated.	
4.	Legal status; Whether a proprietary or a partnership firm of incorporated body etc. With proof of registration/certificate by Government of parent country.	
5.	Authenticated copy of the following documents, translated in English language.	
(a)	Certificate of Incorporation. (in case of an incorporated body)	
(b)	Memorandum of Association	
(C)	Certificate by Auditor confirming existence of assets (unencumbered) of the value of 30% of the tendered amount.	
(D)	Solvency Certificate from the Banker	

6. (a)	Name (a) and address (es) with Fax number of customers along with the place and year where the equipments have been installed (including in India) be furnished.	
(b)	Documentary proof of satisfactory installation of equipments during the past three years and the present condition of the equipments	
(C)	Certificate to the effect that the equipment (s) offered is/or in operation and use and details thereof.	
7.	The period for which the supplier manufacturer has been manufacturing the equipment and is in the business of supplying/installing the same. Documentary proof thereof.	
8.	Any other documents / information, which parties, may consider appropriate to the activity of tender	
9.	Details of disputes/claims, if any, between the tenderer and any Sports Authority/Body and its present status .	

Note :-

1. Separate information sheet may be provided for item (s) in case space provided is not adequate .
2. Affidavit in the enclosed format on Non Judicial stamp paper duly attested by Magistrate/Notary shall also be furnished by the bidder.

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/S -----
----- have abandoned any work nor any contract awarded to us for such works have been rescinded, during last three years prior to the date of this bid.
3. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Collector Balaghat District, M.P. to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Collector Balaghat District, M.P. .

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

**OFFICE OF THE
DISSTT. SPORTS & YOUTH WELFARE ,
BALAGHAT, M. P.
Ph. No. . 07632-240155 9406733757**

**TENDER FOR SUPPLY AND INSTALLATION OF SPORTS MATERIALS AND
GYMNASIUM EQUIPMENTS TO GRAM PANCHAYATS IN BALAGHAT
DISTRICT, MADHYA PRADESH FOR YEAR 2008-09 UNDER PANCHAYAT
YUVA KRIDA AUR KHEL ABHIYAN (PYKKA).**

I/We have read and examined the notice inviting tender, schedule of quantities, specification applicable, drawings and designs, general rules and directions, conditions of contract, clauses of contract, special conditions and other documents, and Rules referred to in the conditions of contract and all other contents in the tender documents for the work.

I/We hereby tender for the execution, for Collector Balaghat District, M.P. of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates quoted in the schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in clause of the conditions of contract and in all respects in accordance with such conditions.

Memorandum:

Name of work : Supply and Installation of Sports Materials and Gymnasium Equipments to Gram Panchayats in Balaghat District, Madhya Pradesh For Year 2008-09 Under Panchayat Yuva Krida Aur Khel Abhiyan (PYKKA).

- (a) Earnest Money Rs. 44,000/- (Rupees **Forty Four** Thousand) only.
- (b) Period for supply and installation :- 6 months from the date of issue of work order.

I/We agree to keep the tender open for Ninety days from the date of opening thereof and not to make any modification in its terms and conditions.

A sum of Rs. 44,000/- (Rupees **Forty Four** Thousand) only is hereby forwarded in the form of Demand Draft executed by Scheduled Bank in favour of District Sports & Youth Welfare Officer Balaghat District, M.P. as earnest money payable at Balaghat.

Should this tender be accepted, I/We hereby agree (i) to abide by and fulfill all the terms & conditions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tender, and/or in default thereof to forfeit and pay to Collector Balaghat District, M.P. the sum of money mentioned in the said conditions.

If I/We fail to commence the. Supply specified in the above memorandum I/We agree that Collector Balaghat District, M.P. shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and execute all the supply referred to in the tender documents upon the terms & conditions contained or referred to therein.

Dated :

Address :

Signature of the Tenderer

Witness :

Address :

Occupation :

**OFFICE OF THE
DISSTT. SPORTS & YOUTH WELFARE ,
BALAGHAT, M. P.
Ph. No. . 07632-240155 9406733757**

INTERPRETATIONS & DEFINITIONS

1.	The " Contract " means the documents forming the tender and acceptance thereof and the formal agreement executed between the Collector Balaghat District. M.P. and the supplier (hereinafter call the Tenderer), together with the documents referred to therein including those conditions, the specifications, designs, drawings and instructions issued from time to time by Collector Balaghat District, M.P. and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2.	In the contract, the following expression shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them.
i.	The expression " Supply ", shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken -to mean the supply by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
ii.	The " Tenderer " shall mean the successful tenderer / supplier agency undertaking the works and shall include the legally authorized representatives or such individual or the persons comprising the supplier agency, or the successors of the supplier and the permitted assignees of the supplier agency or the successors of the agency having possession of the property or holding in the event of the firm is liquidated before completion of work.
iii.	" Director " means Director, Sports & Youth Welfare, Madhya Pradesh, Bhopal-462003
iv.	" Collector " means the Collector of Balaghat District, M.P.
v.	" District Sports & Youth Welfare Officer " means the District Sports & Youth Welfare officer of Balaghat District, M.P.
vi.	" Tendered Value " means the value of the entire work as stipulated in the letter of award.

	vii	"Equipment" means all machinery, apparatus and articles to be provided under the contract by the Tenderer.
3.		Where the context so requires, words imparting the singular only also include the plural and vice versa. Any masculine gender shall whenever required include feminine gender and vice versa.
4.		Headings and marginal notes to the conditions of the contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5.		The Tenderer/supplier agency shall be furnished, free of cost one certified copy of the contract documents except standard specifications, and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

CLAUSES OF CONTRACT

Clause : 1 Supply to be carried out:

The supply to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in supply and installation in full and entire contract. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Clause : 2 Sufficiency of Tender:

The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of this tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided/cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

Clause : 3 Time for Performances:

- 3.1 Period for supply and installation :- 6 Months from the date of issue of work order
- 3.2 Notwithstanding anything herein contained, the parties hereto acknowledge and agree that the time is the essence of the contract in all respects for their respective performance and discharge of obligations under this contract and the parties shall adhere to the time/delivery schedule as provided in the contract unless otherwise mutually agreed to by the parties in writing.

Clause : 4 Collector shall:

- 4.1 Being a party to this Contract shall sign the agreement within seven days of issue of Acceptance Letter by the Collector.
- 4.2 Provide necessary assistance if required for obtaining import licence and custom duty exemption certificate.

4.3 Provide adequate and secure storage space for materials and equipment as may be mutually agreed upon.

Clause: 5 Performance Guarantee:

5.1 The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five percent) of the tendered amount calculated in term of Rupees in Indian currency of Financial Bid in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provision in the contract) within 30 days of issue of letter of intent. This period can be further extended by the Collector up to a maximum period of 7 days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Collector. This guarantee shall be in the form of Government Security or fixed deposit receipts/Guarantee Bonds issued by State Bank of India, in accordance with and as per prescribed format. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Collector as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Collector to make good the deficit.

5.2 A letter of intent shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the award letter shall be issued only after the Performance Guarantee in the prescribed form is received. In case of failure by the contractor to furnish the performance guarantee within the specified period, the Collector shall without prejudice to any right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

5.3 The Performance Guarantee shall be initially valid for **fifteen months**. In case the time for completion of supply gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion. On successful completion of supply and installation of the equipment, the performance guarantee shall be returned to the contractor without any interest.

5.4 The Collector shall not make a claim under the Performance Guarantee except for amounts to which the Collector is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of :-

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Collector may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay the Collector any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by the Collector.

5.5 In the event of the contract being determined or rescinded under provision of any of the clause/condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Collector.

Clause : 6 Supply of equipment to be executed in accordance with specifications,

6.1 Quality Plan :-

Quality shall be ensured by the tenderer and thereafter certified by the Collector or his authorized representative.

6.2 Supply of equipments :-

The bidder shall supply the equipments as per specification Annexure-I

Clause : 7 Materials, Equipment, Tools & Plant:

The Tenderer shall arrange all materials, labour, machinery, equipment, tools and plant, mixers, protective clothing, fork lift, truck, dumper, office equipment (hereinafter collectively referred to as 'materials & equipment') and such other materials and equipment as is necessary for efficient and timely execution of the work. The Collector shall in no way be responsible to any accidents or injury caused during the execution of the work.

Clause : 8 Price :

8.1 Rates : The rates tendered by the Tenderer shall be for supply and installation of equipment covering all materials, labour, carriage, royalties, fees, rents, sales tax and any other taxes, octroi, levies, insurance charges and demurrage, wastage, tools, plant, equipment, transport, temporary construction, overhead charges and profits as well as general liabilities, obligations and risks etc. arising out of the conditions of the contract etc complete.

8.2 The prices shall also be inclusive of all expenses, taxes, levies, insurance and demurrage and any other fees and expenses etc. levied by the authorities in the place of origin.

8.2.1 In case the custom duty is paid by the tenderer, the custom duty paid by the tenderer shall be reimbursed to him on submission of necessary document in support of the same.

8.3 The price will remain firm during the entire period of contract till the completion of the work in all respects and there will not be any escalation in the tendered value due to any reason whatsoever.

Clause : 9 Payment:

Payment at stages mentioned in clause 5 of Instructions to Bidders will be released after complete supply and installation of the equipment after certification by a committee of the following persons ;-

1. Representative of Director, Sports & Youth Welfare, M.P.
2. District Sports & Youth Welfare Officer
3. Principal / Head Master of PYKKA Center School

Clause 10 : Warranty for supply of equipments

- 10.1 The Tenderer shall certify that no sub-standard materials have been used in the work and provide written warranty to that effect. The warranty will be to repair or replace any part found defective or otherwise contrary to the specifications with no cost to the Collector.
- 10.2 The Tenderer undertakes that all remedial work or repairs or replacement necessary under the terms of warranty will be carried out promptly on notification in writing by the Collector in this regard and repairs or replacements will be carried out with materials identical to the original and at set times as may be agreed with the Collector so that the programme of activities is not affected. In case the Tenderer fails to carry out the said repairs/replacements/ removal of the defects within the stipulated time, the Collector shall get the Bank Guarantee encashed and forfeit the amount of Bank Guarantee.
- 10.3 The Tenderer shall discharge the obligations at his cost under the warranty clause.
- 10.4 **Guarantee against manufacture defects :-**
The tenderer shall provide after sales services with in two days from the date of reporting of any defects by the owner with out any extra cost till the expiry of the guarantee/warrantee period.

The manufacture shall guarantee the product against manufacturing defects and faulty operation for a period of TWO YEARS, from the date of successful supply of the equipments.

Clause - 11 Breach of Contract

11.1 The Collector while executing a contract with the Supplier Agency shall have the full right to see that the terms & conditions, specifications, quality, workmanship of the equipment assigned to the Supplier Agency or the party to the contract is fully complied and are satisfactory/ acceptable before payments are released.

11.2 If at any stage it is seen that the quality of material being used is below the standard accepted/ specified in the agreement or any deviation from the approved specification of the product or the laid down norms are not being followed/ there is contravention to the terms and conditions of agreement, the same will be considered as breach of contract and in such case, the Collector will have full right to stop further payment even if due, until and unless the discrepancies/ objections are set right or replaced/ clarified by the Supplier Agency to the entire satisfaction of the Collector. Failing to comply with the above, the Collector would initiate legal action as deemed fit within the jurisdiction of Madhya Pradesh Courts.

Clause 12 : Force Majeure

12.1 The term "Force Majeure" shall mean acts of God or any act not within the control of parties, such as lightening and unprecedented floods, earthquake, hurricane and wars, revolts, riots, fire, sabotage. Upon the occurrence of such cause and upon its termination, the party, alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately but not later than seven days of the alleged beginning as well as ending thereof, giving full particulars and satisfactory evidence in support of its claim.

- 12.2 In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force Majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- 12.3 The time for performance of the relative obligation suspended by the force Majeure shall stand extended by the period *for* which such cause lasts.
- 12.4 Should the delay caused by force majeure exceed two months, the parties to the contract shall hold discussions to resolve the situation mutually.

Clause 13 : Liquidated Damages

- 13.1 The Collector and the Tenderer recognize that "time is the essence of contract" and the Collector will suffer financial loss and other damages including loss of face and reputation of the country, if the supply is not completed within the stipulated date of completion. They also recognize the delay, expense and difficulties involved in proving in legal or arbitration proceedings the actual loss suffered by the Collector if the work is not completed within the stipulated time; accordingly, instead of requiring any such proof the Collector and the Tenderer agree that as liquidated damages for delay (but not as a penalty) the Tenderer shall pay the Collector Rs. 10,000/- (Rupees Ten Thousand) for each week or part thereof that expires after the stipulated date of completion until the supply is completed, unless such delay is due to Force Majeure as defined in the contract or due to the Collector's default. The total incidence of liquidated damages for the entire work

covered under the Contract shall, however, not exceed a sum of 10% (Ten Percent) of the tendered value.

- 13.1 The parties agree that the figures of liquidated damages indicated here **above** are genuine pre-estimates of the loss/damage which the Collector would have suffered on account of delay/breach on the part of the Tenderer and the said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay/breach. All sums payable by way of liquidated damages shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.
- 13.2 The decision of the Collector, in the matter of applicability of the clause of liquidated damages shall be final and binding on the Tenderer.
- 13.3 The Collector may without prejudice to any other method of recovery of such liquidated damages, deduct the amount so payable by the Tenderer, from any amount due or falling due to the Tenderer. The payment of deduction of such amounts shall not relieve the Tenderer from his obligations to complete the work or from any other obligations and liabilities of the Tenderer under the contract.
- 13.4 If the Tenderer fails to execute the supply with due diligence and within the prescribed time scheduled for different items of supply or refuses or neglects to comply with reasonable orders given to him, in writing by the Collector in connection with the supply, or contravenes the provision of the contract, the Collector may give notice in writing to the Tenderer to make good such failure, neglect or contravention. Should the Tenderer fail to comply with the notice within three days from the date of service thereof, the Collector shall be at liberty to employ other supplier and forthwith execute such part (s) of work as the Tenderer may have neglected to or if the Collector shall think fit, it shall be lawful for him, without prejudice to any

other right, it may have under the contract, to take the supply, wholly or in part out of Tenderer's hands and re-contract and complete the same or any part thereof to the Tenderer's account and in that event the Collector shall have free use of Tenderer's equipment that may have been at the time on site in connection with the supply without being responsible to the Tenderer for reasonable wear & tear thereof and to the exclusion of any right of the Tenderer over the same, and the Collector, shall be entitled to retain and apply any amount due to the Tenderer or such part thereof as may be necessary, to the payment of the cost of executing the said part of the supply or of completing the supply or executing a part thereof as aforesaid exceeds the balance amount (s) due to the Tenderer, the Tenderer shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the Tenderer shall have to pay if the completion of work is delayed.

13.5 In addition, such action by the Collector as aforesaid shall not relieve the Tenderer of his liability to pay liquidated damages for the delays in completion of work.

Clause 14 : Arbitration

14.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever . in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or conditions of the contract or otherwise concerning the supply or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be settled amicably between the

- parties. If amicable settlement cannot be reached, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director, Department of Sports & Youth Welfare, Bhopal. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- 14.2 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator.
- 14.3 It is also a term of this contract that no person other than a person appointed by the Director, Department of Sports & Youth Welfare, Bhopal as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- 14.4 It is also a term of this contract that if the Tenderer does not make any demand for appointment of arbitrator in respect of any claim in writing as aforesaid within 120 days of receiving the intimation from the Collector, that the final bill is ready for payment, the claim of the Tenderer shall be deemed to have been waived and absolutely barred and the Collector shall be discharged and released of all liabilities under the contract in respect of these claims.
- 14.5 The arbitration shall be conducted at Bhopal in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are

referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases, the arbitrator shall give reasons for the award.

14.6 It is also a term of the contract that if any fees are payable to the arbitrator and any other expenses incurred for arbitration proceedings, these shall be paid equally by both the parties.

14.7 It is also a term of the contract that arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration proceedings shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, to the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

14.8 Notwithstanding anything contained in this contract, the parties shall not be entitled to invoke reference of dispute to the arbitration after acceptance of the final payment until it is so recorded on the bill that the same was being received under protest.

14.9 The award shall be final and binding on both parties. Arbitration proceedings shall be conducted in English language and in India only.

Clause 15 : Jurisdiction and applicable law

Indian Laws will govern this contract and any application in respect of any proceedings under this contract will be to the jurisdiction of the courts of Madhya Pradesh (India) only and also for any application to entertain any suit in connection with this contract. Provided that nothing herein contained shall operate to the prejudice of any rights/recourses of the Collector regarding blacklisting or any other matter for which there exists any condition in writing.

Clause 16 : Cancellations of contract

Notwithstanding anything herein contained :

- 16.1 The Collector shall have the right to cancel the contract and be entitled to the restitution of all moneys paid by the Collector to the Tenderer under this contract alongwith interest at 12% per annum and the damages as assessed by the Collector in his sole discretion in case the Tenderer fails to perform the obligations strictly within the time stipulated herein or otherwise fails to discharge the duties and obligations undertaken by the Tenderer. The supply can be got completed at the risk and cost of the Tenderer and the delivered materials or part thereof may be utilized subject to cost adjustment for the same as determined by the Collector.
- 16.2 Provided that in case of any failure or delay on the part of the parties as aforesaid arising out of the force majeure such other party shall not be entitled to rescind or revoke this contract.
- 16.3 The Collector reserves the right to cancel the contract in the event of omission/misrepresentation of any material fact.

Clause 17 : Tenderer to indemnify the Director/Collector against Patent

Rights

The Tenderer shall fully indemnify and keep indemnified the Director/Collector against any action, claim or proceedings relating to infringement or use of any patent design or any alleged patent or design rights and shall pay any royalties, which may be payable in respect of any

article or part thereof included in the contract. In event of any claims made under or action brought against the Director/Collector in respect of any such matters as aforesaid, the Tenderer shall be notified thereof and the Tenderer shall be at liberty', at his own expenses, to settle any dispute or to conduct any litigation that may arise therefrom; provided that the Tenderer shall not be liable to indemnify the Director/Collector if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Director/Collector in this behalf.

Clause 18

The Tenderer shall be in sole and Principal Employer of all labour employed on the work and shall comply with all the Indian Labour Laws as well as other laws, bylaws, orders and instructions issued by any competent authority in this behalf. The Tenderer shall be liable for all payments under any law including labour laws as also any compensation required to be paid on account of any injury, accident or mishap.

Clause 19

The contract comes into force on the date of signing by the authorized representatives of both parties.

Collector Balaghat District, M.P.

Tenderer

AGREEMENT

This agreement made on this
between the Governor of Madhya Pradesh, acting through the Collector Balaghat District, M.P. (hereinafter referred to as the Collector, which expression shall unless otherwise excluded by or repugnant to the context be deemed to include its successors, representatives and permitted assignees) of the one part and the

.....
....., the Tenderer (which expression shall unless otherwise excluded by or repugnant to the context be deemed to include its successors, representative and permitted assignees) of the other part.

Whereas, pursuant to the offer of the Tenderer, the Tenderer has agreed to undertake the following works:

1. Supply and Installation of Sports Materials and Gymnasium Equipments to Gram Panchayats in Balaghat District, Madhya Pradesh For Year 2008-09 Under Panchayat Yuva Krida Aur Khel Abhiyan (PYKKA).

for a tendered value of Rs.....as per the terms and conditions of the work award Letter No datedand terms & conditions annexed hereto.

Collector Balaghat District, M.P.

Tenderer

The following documents will also form part of the Agreement

SI. No. LIST OF DOCUMENTS

1. Press Notification inviting the offers, issued by the Director dated.....
2. Offer Letter No dated.... ..
3. Work Award Letter No..... dated
4. Time Schedule of work
5. Schedule of Quantity.
6. Terms & Conditions.

In witness whereof, the parties have hereunto set and subscribed their handed seals on the day and the year first above written.

For and on behalf of Governor of Madhya Pradesh

Collector Balaghat District, M.P.

For and on behalf of Tenderer

Witness:

1.

2.

PERFORMANCE GUARANTEE FORMAT
PROFORMA FOR PERFORMANCE BANK GUARANTEE

Bank Guarantee No _____
Date _____

WHEREAS _____ (hereinafter referred to as "The Owner") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having) their registered office at _____ has placed a purchase order (hereinafter referred to as the "Supplier") which expression shall unless repugnant to the context include their legal representatives, successors and _____ assigns)for supply of _____ on the terms and conditions as set out, (interalia), in the Owner's purchase order no. _____ dated _____ and various documents forming part thereof hereinafter collectively referred to as the "Said purchase order" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS one of the conditions of the "Said purchase order" is that the Supplier shall furnish to the Owner a Bank Guarantee from a Nationalized Bank for _____ (____percent) of the total value of the "Said purchase order against due, and faithful performance of the materials supplied Including defects liability obligation against the performance guarantee obligations of the supply made under the said purchase order.

AND WHEREAS the "Supplier" has approached _____ (hereinafter referred to as the Bank) having their registered office at _____ and at the request of the supplier and in consideration of the promises the Bank have agreed to give such guarantee as hereunder :-

- (i) The Bank hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Owner stating that the amount claimed is due by reason of (default made by the supplier in supplying the materials as per) the terms and conditions of the said purchase order including defects liability obligations in fulfilling the performance guarantee obligations against the supply made by the supplier under the said purchase order. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, the Bank's liability

under this guarantee shall be restricted to an amount not exceeding _____ (Rupees_____).

- (ii) The Owner will have the full liberty without reference to the Bank and without affecting the guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the owner under the said purchase order and to enforce or to forbear from endorsing any powers *or* rights or by reasons of time being given to the supplier which under law relating the surety would but for the provisions have the effect of releasing the surety.
- (iii) The rights of the Owner to recover the said sum of _____ (Rupees_____) only from the Bank in manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the supplier or that any dispute(s) are pending before any office, tribunal *or* court.
- (iv) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the supplier but shall in all respects and for all purchases be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.

Notwithstanding any thing stated above, the liability of the Bank under this Guarantee is restricted to Rs._____ (Rs. _____only)and this guarantee shall expire on _____ unless a demand or a claim under this guarantee is filed against the Bank within_____ i.e. the date of expiry of the guarantee, all the rights of the Owner under the said guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder. Accordingly, this Guarantee **shall remain in force** till_____.

However, if the supplier's obligations against which this Guarantee is given are not completed or fully performed within the period, Bank hereby agrees to further extend the guarantee for a further period of six months.

We have the power to issue this Guarantee in your favour under the discretionary powers vested on us.

Signature of the Constituent Authority
of the Bank with Seal

Supply and Installation of Sports Materials and Gymnasium Equipments to Gram Panchayats in Balaghat District, Madhya Pradesh For Year 2008-09 Under Panchayat Yuva Krida Aur Khel Abhiyan (PYKKA).

Technical Specification for Sports Materials and Gymnasium Equipments

A. Fitness Equipments

All fitness equipments should be ISO certified

- 1 Multi Gym (4 Station, 2 Stack) :-** 4 Station, Solid construction with 14 Gauge (min.) frame, High density Seat, Wt stack pin, Electro statically powder coat finish, High strength cables, Weight stacks 100 & 150kgs, Weight Plate Cast Iron or equivalent, 5KG each, Guide rod chrome plated, shroud covering wt stack for safety, Ball Bearing pulley, Rubber handgrips with possible following exercises, chest, Bicep, Let, Leg, Delt, Dips etc. Support pads.

B. Sports Equipments/Items

All sports equipments shall be as approved and/or as per specification approved by concerned sports federation

1. VOLLEY BALL – Set

Supply and installation of Volley Ball post, GI steel pipe "C" Class (heavy series), 3"Dia with a height 2.43m above ground level, a minimum depth of 60cm pipe with welded clamps to be fixed below ground level and Concreted with CC 1:2:4 mix, Each pole provided with 2 Nos. of pulleys with 1 No of Ratchet and 1 Good quality net (1m x 10m)

Flexible Antenna :- 1.80m height and 10mm in diameter, fiber glass, side band 80Cm of each antenna extends above the net and 10Cm strips width marks having 2 different colors.

2. KHO-KHO :-

Two Wooden posts to be fixed at height of 120-125 cm, 120cm above the ground, Dia of pole 30cm – 40cm. The top of the post should be flat and free from any sharp edges.

3. MULTIPURPOSE MATS FOR WRESTLING, JUDO AND GYMNASTICS :-

Made of E.P. (Expanded polyethylene) foam covered with canvas cover 1mt.x 2mt.x50mm.

4. ATHLETICS ; -

1. **High Jump Stand ;--** Upright made of 1.25" square mm pipe with portable heavy base. Height 2mt with clamps.
2. **Cross Bar ;-** Made of 25mm OD MS pipe with square pipe ends.
3. **Javelin :-** Made of steel/aluminum with pointed knode weight 800gms for men & 600gms for women.
4. **Discus :-** Made of rubber colored 2 kg for Men and 1 kg for Women.
5. **Shot put :-** Made of cast iron unturned appox. 7.26 kg for men and 3.63 kg for women.
6. **Take of Board:-** Made of wooden with white paint of size 120 cm (L) x 20 cm (B) x 10 cm (H)

5. COMMON ITEMS :-

1. **Stop Watch 10 Lap :-**
Made of digital electronic watch with 10 memory with nylon thread for hanging in neck of standard company.
2. **Height Measuring Stand :-**
Standing platform made of wooden with measuring upright of 1.25" x 1.25" square pipe. Height up to 2mt.with clamps.
3. **Measuring Tape :-**
Made of Fiber with out side reel type and plastic body length 50mts. and 20mts.
4. **Line making Machine :-**
Made of G.I. sheet with MS iron flat frame. Provision of handle. Size 40cm length x 30cm dia and 120cm length handle.

6. WEIGHT LIFTING SET :-

1. **Bench ;-** Size Height 0.75mt., Width 0.25mt., Length 1.5mt. Made of solid construction with 14 Guage (min.) frame, High density Seat, electro statically Powder coat finish. Barbal Rod, Weight Plate Set 10kg, 15kg, 20kg, 25kg

7. ROPE FOR TUG OF WAR ;-

- Made of manila rope dia 20mm and length 40mt.

List of Gram Panchayats where Sports Materials and Gymnasium Equipments are to be established for the year 2008-09

Name of District - Balaghat

S.No.	Name of Block Panchayat	Name of Gram Panchayats
1	Katangi	Bamhani
2		Aajanbihari
3		Bonkatta
4		Chakaheti
5		Jarahmohgaon
6		Kudwa
7		Mahkepar
8	Waraseoni	Amai
9		Amoli
10		Kaydi
11		Pandharwani
12		Rampayali
13	Balaghat	Bagdara
14		Hatta
15		Kosmi
16	Kirnapur	Mohgaon Khurd
17		Sewti
18	Baihar	Damoh
19		Gadhi
20	Paraswada	Paraswada
21	Lanji	Bhanegaon
22		Temni
23		Lanji
24	Birsa	Mahakepar
25		Anajanbihari
26		Punia
27		Sirpur
28		Hatta
29		Ralwahi
30	Khairlanji	Lamta
31		Naitra
32		Hardoli
33		Amoli

34		Mohgaon Dhapera
35		Garra
36	Lalburra	Dadiya
37		Nilji
38		Newargaon
39		Katangjhari
40		Budbuda
41		Mendki
42		Koste
43		Ladsada
44		Khursipar

The above data has been furnished by the District Collector.

Signature with seal of Bidder

Collector Balaghat District, M.P.

**OFFICE OF THE
DISST. SPORTS & YOUTH WELFARE ,
BALAGHAT, M. P.
PH. NO. 07632-240155 9406733757**

BILL OF QUANTITIES

**SUPPLY AND INSTALLATION OF SPORTS MATERIALS AND GYMNASIUM
EQUIPMENTS TO GRAM PANCHAYATS IN BALAGHAT DISTRICT
MADHYA PRADESH FOR YEAR 2008-09 UNDER PANCHAYAT YUVA KRIDA
AUR KHEL ABHIYAN (PYKKA).**

Annexure - II

Supply and Installation of Sports Materials and Gymnasium Equipments to Gram Panchayats in BALAGHAT District, Madhya Pradesh For Year 2008-09 Under Panchayat Yuva Krida Aur Khel Abhiyan (PYKKA).							
S. No.	Name of Games and Description of item	Quantity	Rates in Figures (Rs.)	Rates in Words (Rs.)	Amount in Figures, (Rs.)	Amount in Words (Rs.)	Remarks
1	Multi Gym 4 Station	1 Set					
2	Volley ball Goal Post 1 Set & Net 2 Nos.	1 Set					
3	Kho - Kho Polls	1 Set					
4	Multi Purpose Matt Wrestling/Judo etc. (1mt. x 2mt. x 50mm)	10 Nos.					
5	Athletics						
	1. High Jump Stand + Cross bar	1 Nos.					
	2. Javelin	2 Nos. (Man-1 Nos. Women-1 Nos.)					
	3. Discuss	2 Nos. (Man - 1 Nos. Women- 1 Nos.)					
	4. Shot put	2 Nos. (Man - 1 Nos. Women- 1 Nos.)					
	5. Take of Board (Long Jump)	1 Nos.					
6	Common items for each module :-						
	1. Stop Watch	1 Nos.					
	2. Height Stand	1 Nos.					
	3. Measuring Tap - 50mtr.	1 Nos.					
	4. Line Marking Machine	1 Nos.					
7	Weight Lifting;-						
	1. Practice Set - 100 kg.	1 Nos.					
	2. Plat form (3mt x 2mt. x 25mm)	1 Nos.					
	3. Squat Stand	1 Nos.					
	4. Bench	Total					
8	Rop for Tug of war	1 Nos.					

**Collector Balaghat District,
M.P.**

Signature of tenderer