

(To be signed only with successful Bidders)

Part - C

(MODEL FORM OF CONTRACT/ AGREEMENT)

To be executed on a Rs. 20/- Non-judicial Stamp paper by the **Successful Bidder** for the Supply and installation of Sports materials to the School Sports Centres for AGAMT Village Panchayats for the Year in District under "Composite turn key Supply cum Installation contract" (NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS MODEL FORM AT THE TIME OF SUBMISSION OF TENDER)

This Deed of Agreement made this ... day of 2007, between M/s..... having its Registered Office at represented by its, hereinafter called the Successful Bidder on the one part

AND

DRDA having its office at, represented by the District Collector/Chairman, hereinafter called the Purchaser on the other part.

Whereas the Party of the Second part has invited competitive offers for the supply and installation of Sports Materials to the School Sports Centre to DRDA, vide G.O. Ms. No. 97, RD & PR Department, dated 13.6.2007, and upon successful bid, the party of the First Part has offered to supply and install Sports Materials to the School Sports Centre under "Composite turn key Supply cum Installation Contract at competitive rates.

Now both the parties have agreed as follows:

- I. (1) The Successful Bidder agrees to supply and installation of Sports Materials to the School Sports Centre as in Tender Documents (quantity and rate) to the Purchaser before the specified date.
- 2) The price finalised is firm and valid up to agreement period and is not subject to enhancement on any ground.
- 3) The Price quoted should also include excise duty, surcharge, VAT, freight, Octori, transit insurance, loading, unloading, installation at site and any such other levies that may be applicable to the centres furnished

Competent authority Signature with Seal

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Contractor Signature with seal

in the work order. The price of a Single Sports Centre as a whole is quoted.

4) The sports materials to be supplied under this Contract are to be of the quality as per specifications and standards as in tender document.

5) If any sub-standard materials are supplied, they should be replaced at tender's own cost within the stipulated time. Like-wise, if any materials are received in damaged condition, they will have to be replaced by the tenderer at his own cost.

6) In the event of any breach of agreement at any time on the part of the Successful Bidder, the contract shall be determinable by DRDA without compensation to the Successful Bidder. The contract may also be put to an end at any time by the Purchaser upon giving seven days notice to the Successful Bidder.

7) This agreement shall remain in force upto ...

8) DRDA reserves the right to reduce or increase the quantity requirements ordinarily to an extent of 25% of the Tendered quantity as per the provisions of Rule 14(9) of Tamil Nadu Transparency in Tender Rules, 2000.

II. Supply and installation of Sports materials to the School Sports Centres

a) Each of the successful bidders will put up initially one Model Sports Centre within a period of 30 days of the issuance of work order . The successful bidder should complete 30% of the total numbers ordered within 2 months, 60% within 3 months, 80% within 4 months and 100% within 5 months from date of approval of the Model Sports Centre by the District level Sports Committee (DLSC) for the quality of supply and installation of sports material to the School Sports Centre. The time frame of installation of Sports Centres is also indicated in the tale given underneath:-

Sl. No.	Time period	Reference	Cumulative percentage of Sports Centres to be set up
1	Within one month	From the date of issue of work order	One Model Sports Centre
2	Within 2 months	From the date of approval of Model Sports Centre by DLSC	30%
3	Within 3 months		60%
4	Within 4 months		80%
5	Within 5 months		100%

b) If the bidder fails to adhere to any of the above milestones (like setting up Model Sports Centre and other deadlines indicated above), the District Collector will issue a show-cause notice for cancellation giving 15 days time to the Contractor. At the end of this time limit, the District Collector, reserves the right to pass orders of cancellation or otherwise based on merits.

III. WORK ORDER:

After successful execution of the Agreement and payment of Security Deposit, “**Firm work Order**” for the supply and installation of Sports Materials to the School Sports Centres for AGAMT Village Panchayats for the year 2007-08 in District will be issued to the successful Bidders by the District Collector/Chairman, DRDA, district.

IV. GUARANTEE:

The Supplier shall have to guarantee for the materials supplied for non consumable items for 1 year period from the date of receipt of sports materials as per specifications mentioned in the Tender Documents.

V. PAYMENT TERMS:

Payment for a Sports Centre will be made only after supply and proper installation of all components within a Sports Centre is fully completed. If a particular Sports Centre is not fully completed, no part payment will be made for that Sports Centre. Where some components of sports centre cannot be put up at a particular place, it should be installed in another suitable location in the Village.

VI. PENALTY CLAUSE:

- a. **Forfeiture of EMD/ SD:** If the successful Bidder fails to act according to the Tender conditions or withdraws the offer after their tender has been accepted, their EMD/SD will be forfeited to the District Collector/Chairman, DRDA.
- b. If the accepted Bidder fails to remit the SD within the above said period, the EMD remitted by him will be forfeited to the District Collector/Chairman and their Tender will be held void. The District Collector/Chairman will have the right to divert the order to other Bidders.
- c. **Penalty for delay in supply and installation:**

In case of delay of 30 days beyond the stipulated 6 months period, 5% of the total value of the defaulted quantity will be claimed as penalty. In case of delay between 30-60 days, 10% of the total value of the defaulted quantity will be claimed as penalty. For delays beyond 60 days, the work order will be cancelled, Security deposit forfeited and contractor black listed. However, as earlier mentioned, the District Collector can cancel the contract if any of the milestones as referred to earlier are not achieved in the intermediate period.

d. Violation in Terms and Conditions.

For any violation in terms and conditions maximum penalty of blacklisting the Bidders besides recovery of cost plus 100% penalty and forfeiture of Security Deposit would be imposed.

VII.GENERAL:

i) The Successful Bidder hereby agrees to get the refund of incentive, excise duty and proportionate Sales Tax from concerned authorities and pass it on to DRDA if the Government or any other appropriate agency reduces the Excise Duty or Sales Tax or give incentive of any type retrospectively after supplying the Ordered material, failing which action will be taken to recover the balance amount from the Successful Bidder.

ii) The contract or any part/share of interest in it is not to be transferred or assigned by the Successful Bidder directly or indirectly to any person or persons whomsoever without the written consent of the DRDA.

iii) The enclosures, to the Tender Document, viz. the detailed final offer of the Successful Bidder for every AGAMT Villages of Districts and the purchase order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

iv). The Tender conditions and other documents accompanying the Tender documents will form an integral part of this contract.

v) Any notice to the Successful Bidder shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.