

EDUCATION DEPARTMENT,
NEW DELHI MUNICIPAL COUNCIL,
ROOM NO.7014, 7TH FLOOR, PALIKA KENDRA.
NEW DELHI -110001

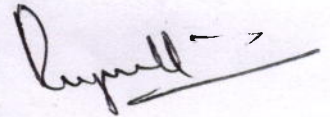
NOTICE INVITING TENDER FOR SPORTS MATERIAL & GOODS

Sealed tenders are invited from manufacturers/authorized dealers of manufacturers/ authorized suppliers/dealers of Delhi who are willing to undertake supply of **sports material & goods** as per the specifications mentioned in Appendix-II during 09.45 hrs to 17.30 hrs on working days and up to 17.00 hrs on last date i.e. **30/01/2018** Tenders received late in person/by post will not be considered. The tenders will be opened on **30.12.2018** at 03.30 p.m. in the presence of the intending suppliers/ representatives who may desire to attend.

The details of the information of the tender are as under:-

Tender ID	: 01/Soc.Edn./2017-18
Estimated Cost	: Rs <u>12,19,930</u> +Taxes as applicable
Earnest Money/Bid security	: Rs. <u>24,400/-</u>
Date of release of tender	: 19/01/2018
Last date/time for receipt of tenders	: 30/01/2018 at 3.30 P.M

The tender will be opened by the Tender Committee in the presence of tenderers or their authorized representatives on the same day at 3.30 p.m. in the Room No. 7014, 7th floor, Palika Kendra office of Director(Education), New Delhi Municipal Council. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered. No tender by FAX will be entertained.



Director (Education),
NDMC

Terms and conditions governing "Supply of Sports Material & Goods"

Part-I

1. Sealed tenders are invited from manufacturers/authorized dealers of manufacturers/ authorized suppliers/dealers of Delhi who are willing to undertake supply of **sports material & goods** as per the specifications mentioned in Appendix-II during 09.45 hrs to 17.30 hrs on working days and up to 17.00 hrs on last date i.e. 30/01/2018 **Tenders received late in person/by post will not be considered.** The tenders will be opened on **30.01.2018** at 3.30 p.m. in the presence of the intending suppliers/ representatives who may desire to attend.
2. The rates both in words and figures without any corrections or over writing should be quoted in Appendix-II for each individual item separately. Any over writing or rewriting should be duly countersigned. **The rates must be valid for 3 months from the date of opening of Tender.**
3. The intending supplier shall also have to mention, the detailed specifications, name of manufacturer/make, model of the article and has to enclose the only original catalogs, pamphlets/pictures of the material offered, for which the rates are quoted. The photocopies/ Xerox /fax of these documents will not be considered. In absence of the above original documents, the item(s) offered will not be considered.
4. **The preference will be given to the items bearing ISI/ISO /quality control make for the sports material & goods.**
5. The tenderer must enclose adequate documents to prove their authorization claims, the **authority letter should include the details of principle supplier/manufacturer regarding their full address, contact person, e-mail address, fax no. and address of the website** and if not enclosed this, NDMC reserves the rights to accept or reject tenders of these agencies. The decision of the NDMC regarding this will be final and shall be binding on tenderer.
6. Tenderer will have to supply instrument / equipment as per the Appendix II. NDMC will not accept the assembled **sports material & goods.**
7. The tenderer should quote the rates inclusive of all essential/optional accessories of all charges in Appendix II only on the tender form issued by this office and not on any other form.
8. **Installation, successful demonstration of equipment in the respective department is obligatory.**
9. The tenderer should submit his offer in two separate envelopes i.e in first envelop with superscription **"TENDER FOR SUPPLY OF SPORTS MATERIAL" (TECHNICAL INFORMATION) ENVELOPE NO. 1** must contains

- a) *D.D. for E.M.D. (should be 2% of the cost of Total Tendered Item(s) in case of EMD exemption relevant certificate be enclosed)*
- b) *GST Registration certificate.*
- c) *Original catalogs, pamphlets/pictures of the appliances offered. Documents in support to reveal capacity to provide service after sale*
- d) *Certificate of Sole Manufacturers/authorized dealers of manufacturers/authorized supplier/dealers.*

(Important: Above (a) to (g) documents if not enclosed the Envelope No. 2 will not be opened)

10. The tenderer should provide the rates quoted only in Appendix-II in second envelop with superscription **'TENDER FOR SUPPLY OF SPORTS MATERIAL" (RATES) ENVELOP NO. 2.**
11. Enclose sealed envelope No. 1 and 2 in envelope No.3 with superscription **"TENDER FOR SUPPLY OF SPORTS MATERIAL & GOODS"** and be submitted to the OFFICE OF DIRECTOR EDUCATION, ROOM NO- 7014, 7TH FLOOR, PALIKA KENDRA.
12. The intending supplier should quote the rates inclusive of all expenses, charges, taxes, duties, transportation, packing and forwarding, insurance etc. excluding taxes (in the prescribed format enclosed with this tender form) with free delivery as mentioned in Appendix-II at respective schools of the NDMC. However, the Octroi will be over and above this, if applicable. **The SPORTS MATERIAL will have to be supplied as per the specifications within Two weeks or as per the last date mentioned in the final supply order.** In case the tenderer requires more time than as stipulated above for effecting actual supply of a particular item shall specifically mention in the tender form
13. Undersigned will reserve full rights to open/consider the second envelop if and only if NDMC is satisfied with information contents in envelop No.1. The decision of the NDMC regarding this will be final and shall be binding on tenderer.
14. The supplier will have to supply, in full the articles as per the order to different offices of the NDMC Schools located anywhere in NDMC region till date of validity of rates.
15. The tenderer shall have to deposit Earnest Money Deposit (E.M.D.) 2 % of the estimated cost i.e.24,400/- through **Demand Draft (Nationalized Bank only)** drawn on State Bank of India, payable to **Secretary, NDMC** and the same should be enclosed in Envelope No. 1 of the tender. The tender without E.M.D. or less E.M.D will not be considered. If the tenderer having exemption for EMD, he should enclose the copy of the certificate and be produce original for verification on the date of opening of the tender or within a week period thereafter. The amount of E.M.D. will be refunded in case of unsuccessful tenderer on submission of application with Money Receipt in original soon after the final decision. In case of successful tender it will be refunded on production of original receipt after completion of validity period of the agreement to be executed between the tenderer and Director (Education), NDMC. The NDMC will not make any payment towards interest on such deposits.
16. The Specimen of "Agreement Bond" will be provided along with letter of acceptance to the tenderer whose rates are accepted by the NDMC. The tenderer shall have to execute agreement in the prescribed form on Stamp paper costing to Rs.100/- or fixing court fee stamp on agreement paper, which should be submitted to this office ordering supply within specified time. The agreement received under seal and signature of tenderer will become legal agreement between the tenderer and the NDMC, which will be binding on tenderer within Delhi jurisdiction.

17. Tenderer at the time of final order/ agreement will have to furnish security deposit @ 3% of total cost of the items accepted and ordered for supply by the NDMC as offered in the tender either through demand draft in favour of the Secretary, NDMC.
18. The amount of Security deposit without any interest there on will be returned to the tenderer after 12 months or the expiry of the warranty period whichever is later from the date of supply, subject to the surrender of Money Receipt in original in respective office.
19. If the tenderer fails to comply with the supply order within the specified period his order will be cancelled and EMD will be forfeited.
20. The quantity mentioned in Appendix-II of this tender is subject to variation according to actual requirement of the NDMC. The quantity may vary in case of competitive market rates. The right to enhance or reduce the quantity of any tendered item(s) and right to accept/reject whole or part of the tender, without assigning any reason, whatsoever, is reserved by the NDMC. The decision of the NDMC shall be final and it shall be binding on the tenderer.
21. On acceptance of the rates as per the approved tender, the supply order will be placed.
22. As soon as the tenderer delivers the tender in the office of the Director (Education), NDMC, it shall be binding on him and he shall not be able to withdraw or amend the offer.
23. The NDMC also reserves the right to accept or reject the supplies in full which do not strictly stick up to the specifications.
24. The tenderer are bound to supply only genuine material of the make/model/specification etc tendered by him/it and ordered for supply by the NDMC under it shall be liberty to ask for production of sufficient proof that the manufacturer is rendering adequate business support to the tenderer/supplier or NDMC will have the right to get satisfied approaching the manufacturer without noticing to the tenderer for authenticity of material and authority to supplier.
25. The undersigned reserves the rights to accept or reject higher version of instrument etc. or any other items under the same terms and conditions and same price quoted by tenderer in Appendix- II.
26. In case of poor response from the suppliers, from the first call, the items of poor response will be retendered, if necessary.
27. Final payment of will be made only after installation and successful demonstration at the respective NDMC Schools.
28. The credit bill should be presented in triplicate in the name of Director (Education) as quoted in final supply order. For any delay in payment (interest or any other kind of compensation) the NDMC will not make any extra payments. This contract will be governed as per terms and conditions mentioned above, agreement made and the provisions contained in NDMC. Delay in supply within the prescribed time limit or the extended time limit, making of supplies not up to the standard specification and

performance or non-observance or non- acceptance of these terms and conditions by the tenderers shall constitute breach of contract and the security deposit or any other deposit of the tenderer shall be forfeited by the NDMC besides other actions or reduction bills of supplies and/or other legal actions and finally the decision of the NDMC shall be binding on the tenderer.

29. Every page of tender should be numbered and signed with seal by the tenderer.
30. The right to accept or reject whole or part of the tender or all tenders without assigning any reasons thereof is reserved by the NDMC.
31. The **sports material** supplied must be of the as per the nationally approved standards for the game specified in the list.
32. The NDMC will initiate the legal action against the firm/company/ supplier, if the supplied sports goods and material found of poor quality /not as per the nationally approved standards/replica of original material. The Firm/Company/ Supplier will be blacklisted for further filling of any tender of the NDMC.

Encl: 1) Part-II of Appendix-I
2) Schedule of supplies in Appendix-II

Place:
NewDelhi

We have accepted above terms & condition and agreed to abide by them. Signature with seal of tenderer:-

Capacity in which signing:-

**Name and address of the
firm/supplier/tenderer:- Registration No. of
firm/tenderer:-**

Undertaking to be given by the tenderer for “The supply of sports material & goods”

Whereas, the Director (Education), NDMC, has called the tenders for supplies of **sports material** as per the enclosed Appendix No-II.

I/We hereby offer our tender at the rates given in the enclosed Appendix -II duly filled in and signed by me/us and hereby also affix my/our signature(s) below this tender voluntary and full acceptance of all the terms and conditions of this tender, which shall be the agreement between the above tender calling authority and myself/us.

Enclosed: Appendix-II

Signature of the Supplier:

Name of the Supplier:

Capacity in which signing:

Full address of the Supplier with Seal/Stamps.....

.....

.....

.....

Place:

Date:

FORMAT FOR QUOTING THE RATES FOR SUPPLIES OF SPORTS MATERIAL (AS PER SERIAL NO.12 IN APPENDIX-I)

Appendix II

Form of Tender rate quoted by me/ us for supply of sports material to the Director (Education), NDMC (As per serial No.12 in Appendix-I)

Sr. No.	Name of SPORTS MATERIAL	Specification*	Rate (excluding tax)	No. of items required	Total Cost
1.	Volley Ball	PU 5000 Nivia		32 Pcs	
2.	Foot Ball	Trainer Nivia		26 Pcs	
3.	Banminton Racket	Cosco GR 303 Yonex		138	
4.	Table Tennis	Stag-Club		14	
5.	Carom Board Big	32"x1 ½ "3"KDM		90 Pcs	
6.	Carom Board Small	26"x1 ½ "x1 ½ "KDM		60 Pcs	
7.	Ludo /snake & ladder	The material should be from the reputed Nationally recognized company and should be of the National Standard		90 Pcs	
8.	Chess Board (15x15 With Coin Wood Plast)	The material should be from the reputed Nationally recognized company and should be of the National Standard		150 Pcs	
9.	Skipping Rope	Vaishali (908)		30 Dz	
10.	freezvee	The material should be from the reputed Nationally recognized company and should be of the National Standard		108 Pcs	
11.	Table Tennis Racket Stag	Tournament		88 pair	
12.	Table Tennis Ball	Stiga 3 Star White		108 Box	
13.	Badminton Shuttle Cock	Cosco 747Nylon		69 Box	
				Total	

*If the specification mentioned by the tenderer is deviated from the specification proposed by the NDMC, tenderer have to give compliances in prescribed format given below.

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No.....

Dated.....

To,
Director (Education)
Room No – 7014, 7th Floor
Palika Kendra

Subject: Your Tender No

R/Sir,

We, an established and reputable manufacturers of having factories at do hereby authorize M/s (Name and address of Agents) to represent us, to bid, negotiate and conclude the contract on our behalf with you against Tender No.....Company/firm or individual other than M/s.....are authorized to represent us in regard to this business against this specific tender.

Yours Faithfully
(NAME)

For & on behalf of

M/s.....

(Name of manufactures)

Note: This letter of authority should be on the Letter-Head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

"BOND"

(To be executed on Rs.100/- bond paper)

This agreement made on this.....day of 201.....

BETWEEN

Sh.....residing at.....
and carrying on business In proprietorship / partnership / Sole Distributor/
Manufacturer/Pvt.Ltd. in the firm name and styled of Hereinafter referred to as the
supplier (which expression shall unless the context does not so admit includes his
heirs, executors and administrators of the last successor and his / its/their permitted
assignee) on the one part.

AND

The office of _____Director(Edn), **NDMC** for and on behalf of NDMC
hereafter refereed as NDMC (which expression shall unless the context does not so
admit include his successor) of the other party. Whereas, NDMC invited tender from
the intending Sole manufacturers/authorized dealers of manufacturers/authorized
suppliers / dealers of overseas for the **supply of sports materials** vide
tender No _____dated _____

AND whereas the NDM C had accepted the tender of the
supplier.....including tender notice
dated.....important instruction to the tender dated
terms and condition of tender acceptance of tender dated.....all of
which documents are deemed to form parts of this agreement and are herewith
annexed and are included in the expression "contract" wherever use herein.

AND whereas prior to the execution of this agreement the supplier has pursuant to
the terms of contract furnished to the NDMC. The Security deposit for the due
compliance's with the observance and performance by the contract of all the terms
and conditions of contract.

AND whereas the parties are desirous of executing an agreement. Now it is hereby
agreed as follows:

- 1) The NDMC has agreed to purchase supply of sports material details
previously from the supplier and the supplier has agreed to sell from his store
.....in the Distt.....
State..... Courtry.....
- 2) The supplier has agreed to extent the benefits of discount at the rate of
..... % on the published price list of the manufactures,

which in term accepted by NDMC for getting the supply to the various schemes / Departments / Laboratories / Officers under the administrative control of NDMC and situated in the 11 Districts of Vidarbha region in the functional jurisdiction of NDMC.

3) In the witness of the below For and on behalf of M/s..... for andThe office ofNDMC on behalf of NDMC and have met their hands hereto the day month and year first above written.

(For supplier)

Signed and sealed and delivered in the presence of witness

1.

2.

(For Purchasing Authority)

Signed and sealed and delivered in the presence of witness

1.

2.

