

**PANJAB UNIVERSITY CHANDIGARH
CAMPUS SPORTS**

TENDER DOCUMENT

FOR

“SUPPLY OF SPORTS EQUIPMENT/ARTICLES”

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Chapter-1

P U CHANDIGARH CAMPUS SPORTS

TENDER NOTICE

Sealed Tenders are, hereby, invited from the manufacturers/suppliers to supply Sports Equipment/Articles at Directorate of Sports, Panjab University, Chandigarh.

The detailed specifications of Sports Equipment/Articles, terms and conditions are given in tender document. The tender document may be down loaded from the website of the Panjab University, Chandigarh i.e. tenders.puchd.ac.in, on free of cost. The tender documents shall not sold in physical form. The Tender must be accompanied by earnest money of Rs.12,000/- (Rupees Twelve Thousand Only) in the shape of Bank Draft in favour of the University Director of Physical Education Chandigarh payable at Chandigarh.

- | | | |
|----|--|--|
| 1. | The Approximate Amount | Rs.6 lacs |
| 2. | Time limit for supply of material | 30 days |
| 3. | Date, time and venue of pre-bid conference | 27 th July, 2011 at 3.00 PM
O/o Directorate of Sports, Panjab University, Gymnasium Hall, Ist Floor, Chandigarh. |
| 4. | Place of receipt of Tender duly filled | -- O/o Directorate of Sports, Panjab University, Gymnasium Hall, Ist Floor, Chandigarh. |
| 5. | Last date of receipt of sealed tender | - 27-07-2011 By 3.00 P.M. |
| 6. | Date of Display | - 04.08.2011 AT 10.00 A.M. |
| 6. | Date of Opening of Tender | - 27.07.2011 at 3.30 p.m. |
| | (Technical Bid) | - 27.07.2011 at 3.30 PM |

(Financial Bid)

To be conveyed only to those who will technically qualify on the basis of technical evaluation of

material displayed as well as Technical bids furnished by the bidders.

7. Place of opening of Tender - O/o Directorate of Sports,
Panjab University, Gymnasium
Hall, Ist Floor, Chandigarh

The Tenders (Technical Bid) shall be opened in the presence of tenderers, or their authorized representatives, if they wish to be present. All rights of rejection / acceptance wholly or partially any or all tenders are reserved with the undersigned. The Directorate of Sports , P U, Chandigarh will not be responsible for any postal delay.

University Director of Phy.Edu.,
P U, Chandigarh

Other instructions to bidders

- 1 The supplier shall submit the following documents along with the tender:
 - i) Update Income tax clearance certificate/ latest income tax return duly attested by a Gazetted officer or notary.

- ii) Earnest Money Deposit of Rs.12,000/-(Rupees Twelve Thousand Only) shall be accepted in the form of Demand draft drawn in favour of University Director of Phy.Educatio-cum-Secretary, PUSC, Chandigarh.

The Earnest Money of the unsuccessful bidders shall be refunded within a month after the written acceptance of tender to the successful bidder, without any interest. However, the Earnest Money Deposit of the successful bidder shall be converted into security deposit in shape of Bank Guarantee valid for entire period of guarantee/warranty of Sports Equipment/Articles and held by the Directorate of Sports, PU, Chandigarh on performance guarantee.

- 2 Offer will be accepted in three wax sealed envelopes super scribed as under:-

- i) Earnest Money Deposit
- ii) Technical Bid alongwith Original Tender Document
- iii) Financial Bid

All the three envelopes should be submitted in a separate sealed envelope, prescribing suitably with “**Tender Enquiry for Supply of Sports Equipment/Articles**“.

* Financial bid should consist of tender document duly signed by the bidder on every page and price schedule.

** Technical bid should consist of the following:

- a) Earnest money in the shape of bank draft only
- b) Income tax clearance certificate/Income tax return of last consecutive year.
- c) Attested photocopy of PAN Card, VAT No. & CST No.
- d) Name, address, contact number, designation/capacity of person signing tender document on plain paper.

Note:-

The financial bid of only those bidders will be opened who qualify in a technical bid on the basis of selection of samples through display of Sports Equipment/Articles by the Technical Committee which found technically suitable as per specifications.

1. Individual signing the bid or other documents connected with the contract shall indicate the full name below the signature and must specify whether he is signing as:

- a) A sole proprietor of the firm or constituted attorney of sole proprietor.
- b) A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
- b) Constituted attorney of the firm.

- i) In case of (b) above a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public, or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General power of attorney should be furnished.

- ii) In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner of the firm.
- iii) A person signing the letter form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Department may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract/intended contract at the risk and cost of such person and hold the signatory liable to the Department for all cost and damages arising from the cancellation of the contract including any loss which the Department may have on account of execution of contract/intended contract.

Individual signing the tender or other documents connected with the contract shall indicate the full name below the signature and must specify the capacity and authority under which he signs such document and shall also submit documentary evidence of his authority duly attested by a Notary Public.

- 2. Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- 3. The tender shall remain **valid upto 31.3.2012** from the date of submission. If a bidder withdraws or modifies the offer within this period, his tender shall be cancelled and the Earnest Money shall be forfeited.
- 4. Any one or more of the following action/Commission /omission are likely to cause summarily rejection of bid:
 - i) Any bid received late without conclusive proof that it was delivered before the specified closing time.
 - ii) Any bid not accompanied by required Earnest Money Deposit(EMD)
 - iii) Any bid received unsealed or improperly sealed.
 - iv) Any conditional bid and unsigned bid
 - v) Any bid in which rates have not been quoted in accordance with specified formats/details as specified in the Bid Document.
 - vi) Any bid received without documents mentioned in para 2.
 - vii) Any effort by a bidder to influence the Department in the bid evaluation, bid comparison or contract award decision.
 - viii) Any bid received with period of validity of bid shorter than current financial year i.e. upto 31.3.2012.
- 7. The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on non judicial stamp paper, all of which finally form the contractual obligations to be adhered to / performed by the bidder and the non performance of any of such obligations make the bidder liable for consequential effects i.e. blacklisting etc.

8. The bid shall not contain corrections, erasures or over writing.
9. The Successful bidder shall have to execute an agreement with the Department on a non-judicial stamp paper of Rs.200/-(Rupees Two hundred only) and supply the material within one month from the date of issue of Purchase Order, failing which the Department shall be at liberty to forfeit the performance security, cancel the supply order and get the supplier black-listed as per policy of Panjab University, Chandigarh.
10. The quoted rates should be inclusive of all taxes, levies, Octroi, Insurance, Cartage & transportation loading/un-loading etc. The rates shall be net and nothing extra shall be payable over & above the accepted rates as per the Price Schedule.
11. The Tender of bidders who stipulated any conditions, rebates etc. in violation of the terms of the tender shall be rejected.
12. Matters and disputes arising out of this agreement will be subject to the jurisdiction of the courts located at Chandigarh.
13. The bidder shall submit the tender document alongwith below mentioned forwarding letter duly signed by the authorized signatory

Chapter-2.

Terms & Conditions for the supply of Sports Equipment/Articles to the Directorate of Sports, PU, Chandigarh.

DIRECTORATE OF SPORTS PANJAB UNIVERSITY CHANDIGARH

1. The quoted rates should be inclusive of all taxes, levies, Octroi, Insurance, Cartage & transportation loading/un-loading etc. The rates shall be net and nothing extra shall be payable over & above the accepted rates as per the Price Schedule.
2. Incomplete, conditional, telegraphic & Tender(s) received after the due date shall not be entertained.
3. Tenders without earnest money and with Different specifications shall not be entertained.
4. The Tenderer(s) shall require to submit a certificate to the effect that their firm is not blacklisted by any Govt. and Panjab University, Chandigarh.
5. The technical data i.e. name of manufacturer, brand, specification leaf-lets etc. should be enclosed in respect of each item of Tender offered to supply. The supplies to be made at F.O.R. within a period of 30 days from the date of issue of supply order. In case the supplies is beyond stipulated period of 30 days 2% to 10% penalty of value material shall be imposed
6. The equipments shall be strictly in accordance with serial number pertain in Tender. The payment will be released after the inspection by the Inspection Committee. No advance payment shall be made. Failure to supply the material as per supply order shall liable the firm for forfeiture of performance security. Action for black-listing will be initiated as per the P U rules.
7. The University Director of Physical Edu.-cum-Secretary, PUSC, Chandigarh reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereto incurring and liability to the affected bidder or bidders on the grounds of the Department action.
8. Dispute, if any will be settled subject to the jurisdiction of Chandigarh.
9. Any one or more of the following action/Commission /omission are likely to cause summary rejection of bid:
 - i) Any bid received late without conclusive proof that it was delivered before the specified closing time.
 - ii) Any bid not accompanied by required Earnest Money Deposit(EMD)
 - iii) Any bid received unsealed or improperly sealed.

- iv) Any conditional bid and unsigned bid
 - v) Any bid in which rates have not been quoted in accordance with specified list
 - vi) Any effort by a bidder to influence the Department in the bid evaluation, bid comparison or contract award decision.
 - vii) Any bid received with period of validity of bid shorter than current financial year i.e. upto 31.3.2012.
- 10.. The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on non judicial stamp paper, all of which finally form the contractual obligations to be adhered to / performed by the bidder and the non performance of any of such obligations make the bidder liable for consequential effects i.e. blacklisting etc.
11. The bid shall not contain corrections, erasures or over writing.
- 12.. The Successful bidder shall have to execute an agreement with the Department on a non –judicial stamp paper of Rs.200/- (Rupees Two hundred Only) and supply the material within one month from the date of award of Purchase order, failing which the Department shall be at liberty to forfeit the earnest money and proceed to appoint another agency as it may deem fit.
13. **Arbitration:**
Except as otherwise provided else where in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before after completion or abandonment of work or during extended period, hereafter arises between parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or the breach thereof, shall be referred to a Sole Arbitrator to be appointed by the University Director of Physical Education-cum-Secretary, PUSC, Chandigarh at the time of the dispute.

If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the positions of arbitration , it shall be lawful for the Secretary Sports to appoint the another person to act as arbitrator in the manner aforesaid. Such persons shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect failing which the arbitrator shall be entitled to proceed denovo.

The venue of arbitrations shall be at Chandigarh.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act. 1996 and any statutory modifications are re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

The University Director of Phy.Edu.-cum Secretary, PUSC, Chandigarh reserves the right to accept or reject any tender without assigning any reason.

14. **Force Majeure:**

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non – performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the University Director of Physical Education-cum-Secretary, PUSC, Chandigarh as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or impart of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at his option terminate the contract.

University Director of Phy.Edu.,
Panjab University, Chandigarh

Chapter-3.

SCHEDULE OF REQUIREMENTS

1. Offer will be accepted in three wax sealed envelopes super scribed as under:-

- i) Earnest Money Deposit
- ii) Technical Bid along with Original Tender Document
- iii) Financial Bid

All the three envelopes should be submitted in a separate sealed envelope, prescribed suitably with “**Tender Enquiry for the supply of Sports Equipment/Articles.**”

* Financial bid should consist of tender document duly signed by the bidder on every page and price schedule.

** Technical bid should consist of the following:

- a) Earnest money in the shape of bank draft only.
- b) Attested photocopy of PAN Card, VAT No. & CST No.
- c) Name, address, contact number, designation/capacity of person signing n tender document on plain paper.

2. Individual signing the bid or other documents connected with the contract shall submit the proof of signing authority in the shape of Power of Attorney/Decision of partnership of firms and decision of Board of Director of the Company :

- a) Sole proprietor of the firm or constituted attorney
- b) Income tax clearance certificate/Income tax return of last consecutive year.
- c) Documents consisting of sole proprietor.
- c) A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney.
- d) Constituted attorney of the firm.
- iv) In case of (b) above a copy of the partnership agreement or general power of attorney , in either case on stamp paper of all the partners admitting execution of the partnership agreement or the General power of attorney should be furnished.
- v) In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner of the firm. A person signing the letter form or any other documents forming the part of the

contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Department may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract/intended contract at the risk and cost of such person and hold the signatory liable to the Department for all cost and damages arising from the cancellation of the contract including any loss which the Department may have on account of execution of contract/intended contract.

The financial bid of only those bidders will be opened who qualify in a technical bid and display.

Chapter-4

SPECIFICATIONS AND ALLIED TECHNICAL DETAILS FOR THE SUPPLY OF SPORTS EQUIPMENT/ARTICLES

	Name of the	Specifications	Quantity
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Sr. No.	Item		
1.	Electronic Chess Clock	DGT 2010	2 No.
2.	Basketball Women	No.6, Size 724mm to 737mm weight 510 to 567 gms. Rubber/Leather	06 Nos.
3.	Handball Men	Size 58 to 60 cm., weight 425 to 475 gms.	06 nos.
4	Handball Women	Size 54 to 56 cm., Weight 325 to 400 gms.	06 nos.
5	Squash Ball	Dunlop Yellow Double Dot	05dozens
6	Cricket Ball	English Leather, 152 to 156 mm 5 ½ onz, standard seam 80 to 94 stitches	02dozens
7	Cricket Ball	Practice Ball	05dozen
8	Football	As per AIFF/FIFA	06pcs
9	Tennis Ball	Head Championship	02dozens
10	Hockey Ball	Turf Ball Circumfrence Not less than 22.4cm and not more than 23.5 cm	01dozen
11	Badminton Shuttle Cock	Yonex AS2 or AS 3	60 Dzn
12	Net Ball		1dozen
13	Baseball Ball	Crown Super Ball	05dozen
14	Softball Ball	-do-	05dozen
15	Air Rifle Target		10000 nos
16	Air Pistol Target		10000 nos.
17	Kashir Villo Cricket Bat	BAS	5no.
18	Football	As per AIFF/FIFA	12no.
19	Hockey Shinegard		36pair
20	Football Shinegagad		36pair
21	Ball Badminton Racket	Lemon Yellow eoloured wool to spherical in shape ,diameter 5 to 5.5cem weight 22-23gams.	3Dozen
22	Cricket Half Matting		2no.
23.	Ball Badminton Racket		8no.
24.	Hockey		2no.

	Goalkeeper Kit Bag		
25.	Cricket Boundary Flag		03Dozen
26.	Football & Hockey Corner Flag		12no.
27.	Archery Arrow		03Dozen
28.	Archery Boss		2no.
29.	Cricket kit bag Big Size		3no.
30.	Dari		2no.

University Director of Phy.Education,
P U, Chandigarh

From

To

The University Director of Phy.Edu.-cum-
Secretary, PUSC,
Chandigarh

Offer No.
Dated:

Subject: Submission of Tender for supply of Sports Equipment/Articles in the Directorate of Sports, PU, Chandigarh

Dear Sir,

With reference to your above-mentioned notice inviting tenders, I/We hereby offer to supply of Sports Equipment/Articles to the Directorate of Sports, PU, Chandigarh. I/We shall supply the material truly and faithfully as set forth in the attached terms and conditions. I/We shall be responsible for all complaints as regards the quality of product and in case of any dispute and the decision of the University Director of Physical Education-cum-Secretary, PUSC, Chandigarh shall be final and binding on me/us.

A Demand Draft No. _____ Dated _____ drawn on _____ intended for the prescribed amount of Rs.10,000/- (Rupees Ten Thousand Only) in favour of the University Director of Physical Education-cum-Secretary, PUSC, Chandigarh, payable at Chandigarh is enclosed as earnest money as desired.

I/We shall have no claim to the refund of earnest money prescribed against this tender in the event of my/our non compliance of the contract, provided such contract is implemented within the period of validity of my/our tender.

I/We further understand that my/our earnest money shall stand forfeited in case of unsatisfactory supply of material /violation of any term, or if I/We withdraw my tender at any stage during the period of validity.

My/Our tender shall remain valid up to 31.3.2012 from the last date prescribed for submission of the tender against the above-mentioned notice.

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My/Our tender along with terms and conditions with relevant columns and annexure duly filled in under my/our attestation and with each page of the tender paper including the enclosed terms and conditions signed by me/us (in the capacity of sole owner/general or special attorney attached) is submitted for your favorable consideration.

I/We have read the enclosed terms and conditions carefully and have signed the same in token of our absolute and unqualified acceptance. My/Our tender constitutes a firm offer under the Indian Contract Act, 1872 and is open to an acceptance in whole/my/our offer, if accepted on the attached terms and conditions will constitute a legal binding of Contract Act 1872.

Thanking you,

Yours faithfully,

Place

Date

Signatures
with stamp
& Fully Address

PRICE SCHEDULE

List of Sports Equipments

PROFORMA FOR FINANCIAL BID (TO BE UTILIZED BY THE BIDDER FOR QUOTING THEIR RATES)

Sr. No.	Equipment's Detail		Quantity Required	Rate / Price (To be quoted by Bidder)				
				Basic Price (Per Unit)	Excise Duty % age & Amt.	Sales Tax % age & Amt.	VAT % age & Amt.	Any Other Tax / Duties % age & Amt.
1.	Electronic Chess Clock	DGT 2010	2 No.					
2.	Basketball Women	No.6, Size 724mm to 737mm weight 510 to 567 gms. Rubber/Leather	06 Nos.					
3.	Handball Men	Size 58 to 60 cm., weight 425 to 475 gms.	06 nos.					
4	Handball Women	Size 54 to 56 cm., Weight 325 to 400 gms.	06 nos.					
5	Squash Ball	Dunlop Yellow Double Dot	05dozens					
6	Cricket Ball	English Leather, 152 to 156 mm 5 ½ onz, standard seam 80 to 94 stitches	02dozens					
7	Cricket Ball	Practice Ball	05dozen					
8	Football	As per AIFF/FIFA	06pcs					
9.	Tennis Ball	Head Championship	02dozens					
10	Hockey Ball	Turf Ball Circumfrence Not less than 22.4cm and not	01dozen					

		more than 23.5 cm						
11	Badminton Shuttle Cock	Yonex AS2 or AS 3	60 Dzn					
12	Net Ball		1dozen					
13	Baseball Ball	Crown Super Ball	05dozen					
14	Softball Ball	-do-	05dozen					
15	Air Rifle Target		10000 nos					
16	Air Pistol Target		10000 nos.					
17	Kashir Villo Cricket Bat	BAS	5no.					
18	Football	As per AIFF/FIFA	12no.					
19	Hockey Shinegard		36pair					
20	Football Shinegagad		36pair					
21	Ball Badminton Racket	Lemon Yellow eoloured wool to spherical in shape ,diameter 5 to 5.5cm weight 22-23gams.	3Dozen					
22	Cricket Half Matting		2no.					
23	Ball Badminton Racket		8no.					
24	Hockey Goalkeeper Kit Bag		2no.					
25	Cricket Boundary Flag		03Dozen					
26	Football & Hockey Corner Flag		12no.					
27	Archery Arrow		03Dozen					
28	Archery Boss		2no.					
29	Cricket kit bag		3no.					

	Big Size							
30	Dari		2no.					
31								

Signature of the firm with seal

Chapter 6

Contract form

AGREEMENT

THIS AGREEMENT is made on thisday of2011 between Panjab University, Chandigarh acting throughDirectorate of Sports, PU, Chandigarh (hereinafter referred to as the “ Directorate of Sports ”, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/S, a company registered under the Companies Act, 1956/a partnership firm constituted between, having its place of business or registered office at acting through Its Managing Director/Partner (hereinafter referred to as “Supplier” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrator/s and successors/the partner(s) for the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be of the second part.

WHEREAS the Supplier is engaged in the business of

AND WHEREAS the Supplier has expressed his keen desire to supply the material mentioned in (Annexure-I) to the Directorate of Sports, PU, Chandigarh under this agreement;

AND WHEREAS on the aforesaid representation made by the Supplier to the Directorate of Sports, PU, Chandigarh, the parties herby enter into this agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. SUPPLIER’S REPRESENTATION AND WARRANTIES

The Supplier herby represents warrants and confirms that the Supplier:-

- 1.1 has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligation as contemplated and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further action (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement;
- 1.2 has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the Directorate of Sports, PU, Chandigarh ;

- 1.3 shall, on the execution of this agreement and supplies the material to the Department, not violate, breach and contravene any conditions of any agreement entered with any third party.
- 1.4 has compiled with and obtained necessary permissions/licenses/authorizations under the Central, State and local authorities and obtained all required permissions/licenses for carrying out its obligations under this agreement.

2. TERMS OF PAYMENT

- (i) The payment shall be made within 30 days after supply of material to the entire satisfaction of Directorate of Sports, P U, Chandigarh. Nothing extra shall be payable in addition to the accepted rate as per the Price Schedule. The inspection shall be made in Directorate of Sports, Panjab University, Chandigarh within 15 days from the date of receipt of material by the Inspection Committee to be constituted by the Directorate of Sports, PU, Chandigarh.

3. NATURE OF AGREEMENT

The parties hereto have considered agreed to and have a clear understanding on the following aspects;

- (a) That, if at any time, during the operation of this agreement or thereafter the Directorate of Sports, PU, Chandigarh is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever to any third party in any event not restricted, the Supplier shall immediately pay to the department all such amounts and costs also and in all such cases/event the decision of the Directorate of Sports, PU, Chandigarh shall be final and binding upon the Supplier. The Directorate of Sports, PU, Chandigarh shall be entitled to deduct any such amounts as aforesaid from the performance security and /or from any pending bills of the Supplier.

4. LIABILITIES AND REMEDIES

In the event of failure of the Supplier to supply the material or part thereof as mentioned in this agreement for any reasons whatsoever, the Directorate of Sports, PU, Chandigarh shall be entitled to procure material from other sources and the Supplier shall be liable to pay forthwith to the Directorate of Sports, PU, Chandigarh the difference of payments made to such other sources, besides damages at double the rate of payments.

The supplier shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of material, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself under this agreement.

5. TERMINATION

- (a) If supplier commits breach of any covenant or any clause of this agreement, Directorate of Sports may send a written notice to supplier to rectify such breach within the time limit specified in such notice. In the event supplier fails to rectify such breach within the stipulated time, the agreement shall forthwith stand

terminated and supplier shall be liable to Directorate of Sports for losses or damages on account of such breach.

- (b) The Directorate of Sports shall have the right to immediately terminate this agreement if the supplier becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

6. ASSIGNMENT OF AGREEMENT

This Agreement is executed on the basis of the current financial position of the supplier. Henceforth, any assignment of supply order of this agreement, in part or whole, to any third party without the prior written consent of the Department shall be a ground for termination of this agreement forthwith.

7. COMPOSITION AND ADDRESS OF SUPPLIER.

- (a) the supplier shall furnish to the Directorate of Sports all the relevant papers regarding its constitutions, names and addresses of the management and other key personnel of the supplier and proof of its registration with the concerned Panjab University authorities required for running such a business of Supplier.
- (b) The supplier shall always inform the Directorate of Sports in writing about any change in its address or the names and addresses of its key personnel. Further, the Supplier shall not change its ownership without prior approval of the Directorate of Sports.

8. SERVICE OF NOTICES

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses as may be

intimated from time to time in writing.

Department

.....

.....

Supplier

.....

.....

9. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the supplier may have access to confidential information of Directorate of Sports, PU, Chandigarh and it undertakes that it shall not, without Department's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this agreement or earlier termination thereof.

10. ENTIRE AGREEMENT

The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on non judicial stamp paper, all of which finally form the contractual obligations to be adhered to / performed by the bidder and the non performance of any of such obligations make the bidder liable for consequential effects i.e. blacklisting etc.

11. AMENDMENT/MODIFICATION

The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

12. SEVERABILITY

If for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

13. CAPTIONS

The various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

14. WAIVER

At any time any indulgence or concession granted by the Directorate of Sports, PU, Chandigarh shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the Directorate of Sports to exercise any option which is herein provided for requiring at any time the performance by the supplier of any of the provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of the Directorate of Sports to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

15. Arbitration:

Except as otherwise provided else where in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before after completion or abandonment of work or during extended period, hereafter arises between parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or the breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Directorate of Sports at the time of the dispute.

If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the positions of arbitration , it shall be lawful for the Directorate of Sports to appoint the another person to act as arbitrator in the manner aforesaid. Such persons shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect failing which the arbitrator shall be entitled to proceed denovo.

The venue of arbitrations shall be at Chandigarh.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act. 1996 and any statutory modifications are re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

The Directorate of Sports, PU, Chandigarh Administration reserves the right to accept or reject any tender without assigning any reason.

16. Force Majure:

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non – performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the Secretary Sports, Chandigarh Administration as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or impart of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at his option terminate the contract.

17. GOVERNING LAW/JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of Chandigarh shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

18. TWO COUNTERPARTS

This agreement is made in duplicate. The supplier shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all terms are acceptable.

IN WITNESS WHEREOF THE DIRECTORATE OF SPORTS, PU, CHANDIGARH AND THE SUPPLIER ABOVE HAVE HEREUNTO SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES;

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature Signature

Name Name

Date Date

Designation Designation

2. Signature

Name (For and on behalf of

The Administrator

Date of Union Territory,

Chandigarh.)

Designation

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature Signature

Name Name

Date

Date

Address

Address

2. Signature

Name

For and on behalf

Of the Supplier

Date

Address