GOVERNMENT OF MAHARASHTRA Office of the Resident Commissioner & Secretary, Maharashtra Sadan, New Delhi.

No. RC/ARC(P)/NMS/(95)/2016/672 Date: 09.03.2016

To, M/s. KIRAT INTERNATIONAL, 308/9, Shahzada Bagh, Old Rohtak Road, Delhi - 110035

Ref: 1) Your Tender dated 26.02.2016.

Supply Order

Sir,

Your offer against this office Tender No. RC/ARC(P)/NMS/(95)/2016, dated 08.02.2016 for the Gym & Conditioning Equipments specified as below has been accepted, subject to the following conditions.

Sr. No.	Items	Quantity	Total Cost with all taxes Rs.
1	Tread Mill	1	4,93,762.50
2	Exercise Cycle (Recumbent)	1	2,56,500.00
3	Upright Cycle	1	2,35,125.00
4	Multi-Gym (3 Stations)	1	4,32,843.75
5	ARC Cross Trainer	2	11,22,187.50
GRAND TOTAL			25,40,418.75
ROUND OFF TOTAL			25,40,419.00

- 1. The security deposit of Rs. 2,00,000/- in the form of DD/Term Deposit in the name of Resident Commissioner & Secretary, Maharashtra Sadan, New Delhi is required to be deposited within a period of 07 days and the same is liable to forfeiture to the Government of Maharashtra in the event of your non-fulfillment of the terms and conditions on which this supply order is issued.
- 2. Please quote in all letters, invoices, etc. the number and date of this supply order.
- 3. The total cost of the supply order for delivery and installation Free at destination, comes to Rs. 25,40,419/- (Inclusive of all taxes).
 - <u>Inspection</u>:- The detailed & final inspection of the goods should be done by any officer authorized by the Resident Commissioner & Secretary, Maharashtra Sadan.
- 4. The entire materials ordered will have to be offered for inspection in open condition if required.
- 5. <u>Failure and Termination of Contract</u>: -If you fail to deliver the stores or any part thereof within the period prescribed for delivery period given in the tender shall be entitled in his opinion to take any one or more of the following steps:-
 - (a) To recover from you as liquidated damages, a sum equivalent to half percent of the price of the undelivered stores at the stipulated rate for each week or part thereof during which the delivery of such stores may be delayed, as under:-

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Penalty Amount

At the rate of ½% per week subject to maximum limit of 5%.

- (b) To purchase elsewhere, on your account and at your risk the stores so undelivered or others of similar description where others exactly complying with the particulars are, in the opinion, of the Resident Commissioner & Secretary, Maharashtra Sadan, New Delhi, which shall be final, not readily procurable without cancelling the contract in respect of consignment not yet due for delivery.
- (c) To cancel the Contract. In the event of action being taken under (b) or (c) above, you shall be liable to make good for any loss which the Government of Maharashtra may sustain by reason of higher price of the stores so purchased.

6. Delivery Period within 45 days from the date of supply order.

- 7. Date of Delivery is the date on which acceptable goods have been offered for inspection to the inspecting agency. In the event of your inability to supply goods by the stipulated date, this office must be informed and no supply will normally be accepted by the consignee if delivered late, except on production of a specific sanction from this office.
- 8. Bills: -Bills for the stores to be supplied in compliance of this contract must be prepared in duplicate and sent to the consignee for payment.
- 9. This office must be kept informed of the progress of the delivery of materials, etc. and intimation should be sent upon final completion of the contract.
- 10. Warranty Clause: The firm shall be required to provide service for the period as mentioned in the specification/warranty card of the equipment or upto 3 years, whichever is higher from the date of installation in consonance with the Technical Bid Condition No. 16.5.

Yours faithfully,

Manager, Maharashtra Sadan