

Notice Inviting Quotation (E-Procurement mode)

INDIAN INSTITUTE OF TECHNOLOGY DELHI

HAUZ KHAS, NEW DELHI-110016

Dated: 11/03/2016

Open Tender Notice No.IITD/NSPO(SP-387)/2016

Indian Institute of Technology Delhi is in the process of purchasing following item(s) as per details as given as under.

Details of the item	Renovation of one cushioned synthetic basketball court of existing size including asphalt base to make proper slope
Earnest Money Deposit to be submitted	Rs. 24,000/-
Warranty	1 Year
Performance security	5% of FOB value

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.

Tenderers can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type 'IIT'. Thereafter, Click on "GO" button to view all IIT Delhi tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <http://eprocure.gov.in/eprocure/app> as per the schedule given in the next page.

No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the E-procurement portal).

Schedule

Name of Organization	Indian Institute of Technology Delhi
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Works
Type/Form of Contract (Work/Supply/Auction/Service/Buy/Empanelment/ Sell)	Work
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Civil Works
Source of Fund (Institute/Project)	Budget Code PLN04/BSA
Is Multi Currency Allowed	No (INR)
Date of Issue/Publishing	11/03/2016 (17:00 Hrs)
Document Download/Sale Start Date	11/03/2016 (17:00 Hrs)
Document Download/Sale End Date	29/03/2016 (15:00 Hrs)
Date for Pre-Bid Conference	Nil
Venue of Pre-Bid Conference	---
Last Date and Time for Uploading of Bids	29/03/2016 (16:00 Hrs)
Date and Time of Opening of Technical Bids	30/03/2016 (15:00 Hrs)
Tender Fee	NIL
EMD	Rs. 24,000/- (For EMD) (To be paid through RTGS/NEFT. IIT Delhi Bank details are as under: Name of the Bank A/C : IITD Revenue Account SBI A/C No. : 10773572622 Name of the Bank : State Bank of India, IIT Delhi, Hauz Khas, New Delhi-110016 IFSC Code : SBIN0001077 MICR Code : 110002156 Swift No. : SBININBB547 (This is mandatory that UTR Number is provided in the on-line quotation/bid. (Kindly refer to the UTR Column of the Declaration Sheet at Annexure-II)
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	180 days (From last date of opening of tender)
Address for Communication	Sports Officer, IIT Delhi, Hauz Khas, N. Delhi 110016
Contact No.	011/26596986
Fax No.	-----
Email Address	soiitd@admin.iitd.ac.in

**Chairman Purchase Committee
(Buyer Member)**

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<http://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the

bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “on-line” to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever, EMD / Tender fees is sought, bidders need to pay the tender fee and EMD separately on-line through RTGS (Refer to Schedule, Page No.2).
- 4) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases Financial Bids can be submitted in PDF format as well (in lieu of BOQ).

- 5) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

General Instructions to the Bidders

- 1) The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app> . In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC”.
- 3) Tenderer are advised to follow the instructions provided in the ‘Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

Board for Sports Activities
Indian Institute of Technology
HauzKhas, New Delhi-110 016

NOTICE INVITING QUOTATIONS

Dated: 11/03/2016

Subject: Renovation of one cushioned synthetic basketball court of existing size including asphalt base to make proper slope

Invitation for Tender Offers

Indian Institute of Technology Delhi invites online Bids (Technical bid and Commercial bid) from eligible and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer for cushioned synthetic basketball court with (warranty period as stated at page #2 of this tender) on site comprehensive warranty from the date of receipt of the material as per terms & conditions specified in the tender document, which is available on CPP Portal <http://eprocure.gov.in/eprocure/app>

TECHNICAL SPECIFICATION:

Sl. No.	Technical Specifications
01.	Renovation of one cushioned synthetic basketball court of existing size including asphalt base to make proper slope
02.	Experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer for cushioned synthetic basketball court with (warranty period as stated at page #2 of this tender).
03.	Whether Supplier is required to provide training to the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.
04.	Work to be done within 75 days.

A complete set of tender documents* may be Download by prospective bidder free of cost from the website <http://eprocure.gov.in/eprocure/app>. Bidder has to make payment of requisite fees (i.e. Tender fees (if any) and EMD) online through RTGS/NEFT only.

Terms & Conditions Details

Sl.No.	Specification
1.	Due date: The tender has to be submitted on-line before the due date. The offers received after the due date and time will not be considered. No manual bids will be considered.
2.	Preparation of Bids: The offer/bid should be submitted in two bid systems (i.e.) Technical bid and financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid in the given format Financial Bids to be submitted in PDF format. The Technical bid and the financial bid should be submitted Online.
3.	EMD (if applicable): The tenderer should submit an EMD amount through RTGS/NEFT. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be refunded without any interest to the unsuccessful bidders after the award of contract. Refer to Schedule (at page 2 of this document) for its actual place of submission.
4.	Refund of EMD: The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized. In case of successful Tenderer, it will be retained till the successful and complete installation of the equipment.
5.	Opening of the tender: The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received along with EMD (if any) will be opened as mentioned at “Annexure: Schedule” in presence of bidders representative if available. Only one representative will be allowed to participate in the tender opening. Bid received without EMD (if present) will be rejected straight way. The technical bid will be opened online first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which technically meets all requirements as per the specification, and will be opened in the presence of the vendor’s representatives subsequently for further evaluation. The bidders if interested may participate on the tender opening Date and Time. The bidder should produce authorization letter from their company to participate in the tender opening.
6.	Acceptance/ Rejection of bids: The Committee reserves the right to reject any or all offers without assigning any reason.
7.	Pre-qualification criteria: (i) Bidders should be the manufacturer / authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the tender should be enclosed. (ii) An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well. (Ref. Annexure-II) (iii) OEM should be internationally reputed Branded Company. (iv) Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid. (v) In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. (vi) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
8.	Performance Security: The supplier shall require to submit the performance security in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount which is stated at page #2 of the tender document within 21 days from the date of receipt of the purchase order/LC and should be kept valid for a period of 60 days beyond the date of completion of warranty period.
9.	Force Majeure: The Supplier shall not be liable for forfeiture of its performance security,

	<p>liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <ul style="list-style-type: none"> ● For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. ● If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
10.	Risk Purchase Clause: In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.
11.	Completion time: The agency is liable to complete the job within seventy five days after award of contract.
12.	Delayed delivery: If the job is not completed within the due date for any reason, the Committee will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value / price.
13.	Prices: The price should be quoted in net per unit (after breakup) and must include all charges. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However the percentage of taxes & duties shall be clearly indicated. In case of imports, the price should be quoted on FOB Basis only.
14.	<p>Notices: For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.</p> <p>Purchaser: Prof. A.K. Saroha President, BSA Sports Unit Indian Institute of Technology Delhi Hauz Khas, New Delhi - 110016.</p> <p>Supplier: (To be filled in by the supplier) (All supplier's should submit its supplies information as per Annexure-II).</p> <p>_____</p> <p>_____</p>
15.	<p>Progress of Supply: Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:</p> <ol style="list-style-type: none"> 1. Quantity offered for inspection and date; 2. Quantity accepted/rejected by inspecting agency and date; 3. Quantity dispatched/delivered to consignees and date; 4. Quantity where incidental services have been satisfactorily completed with date; 5. Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date; 6. Date of completion of entire Contract including incidental services, if any; and 7. Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).

16.	<p>Inspection and Tests: Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <ul style="list-style-type: none"> • The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified. • In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser. • Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.
17.	<p>Resolution of Disputes: The dispute resolution mechanism to be applied pursuant shall be as follows:</p> <ul style="list-style-type: none"> • In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, Indian Institute of Technology (IIT) Delhi and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order. • In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. • The venue of the arbitration shall be the place from where the order is issued.
18.	<p>Applicable Law: The place of jurisdiction would be New Delhi (Delhi) INDIA.</p>
19.	<p>Right to Use Defective Goods If after delivery, acceptance and installation and within the warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.</p>
20.	<p>Supplier Integrity The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.</p>
21.	<p>Training The Supplier is required to provide training to the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.</p>
22.	<p>Warranty: (i) Warranty period shall be (as stated at page #2 of this tender) from date of installation of Goods at the IITD site of installation. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof</p>

	<p>as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site.</p> <p>(ii) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall immediately within in 02 days arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 02 days. If the supplier having been notified fails to remedy the defects within 02 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p>
23.	<p>Governing Language The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.</p>
24.	<p>Applicable Law The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.</p>
25.	<p>Notices</p> <ul style="list-style-type: none"> • Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address. • A notice shall be effective when delivered or on the notice's effective date, whichever is later.
26.	<p>Taxes Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.</p>
27.	<p>Duties IIT Delhi is exempted from paying custom duty under notification No.51/96 (partially or full) and necessary "Custom Duty Exemption Certificate" can be issued after providing following information and Custom Duty Exemption Certificate will be issued to the shipment in the name of the Institute, no certificate will be issued to third party: a) Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists) b) Forwarder details i.e. Name, Contact No., etc.</p>
28.	<p>Payment: (i) For Indigenous supplies, 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at IITD in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 9 of tender terms and conditions.</p>
29.	<p>User list: Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been commissioned must be provided. (Ref. Annexure-III)</p>
30.	<p>Manuals and Drawings</p>

	<p>(i) Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.</p> <p>(ii) The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.</p> <p>(iii) Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.</p>
36.	Application Specialist: The Tenderer should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office. (Ref. to Annexure-III)
37.	Defective Equipment: If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, IIT Delhi may consider "Banning" the supplier.
38.	<p>Termination for Default</p> <p>The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:</p> <ol style="list-style-type: none"> i. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or ii If the Supplier fails to perform any other obligation(s) under the Contract. iii If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <ul style="list-style-type: none"> ● For the purpose of this Clause: <ol style="list-style-type: none"> i. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. ii. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;” ● In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
39.	Downtime: During the warranty period not more than 5% downtime will be permissible. For every day exceeding permissible downtime, penalty of 1/365 of the 5% FOB value will be imposed. Downtime will be counted from the date and time of the filing of complaint with in the business hours.
40.	Training of Personnel: The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the Institute premises,

	immediately after completing the installation of the equipment for a minimum period of one week at the supplier's cost.
41.	Disputes and Jurisdiction: Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within New Delhi.
42.	Compliance certificate: This certificate must be provided indicating conformity to the technical specifications. (Annexure-I)

COMPLIANCE SHEET

TECHNICAL SPECIFICATION

Sl. No.	Technical Specifications	Compliance Y/N
01.	experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer for cushioned synthetic basketball court with (warranty period as stated at page #2 of this tender)	
02.	Whether Supplier is required to provide training to the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.	
03.	Work to be done within 75 days	

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

Signature of Bidder

Name: _____

Designation: _____

Organization Name: _____

Contact No. : _____

TENDER DOCUMENT

Name of the work- Renovation of one cushioned synthetic basketball court of existing size including asphalt base to make proper slope.

Important Information for Bidders

1. Only original manufacturer or any agency authorized by the original manufacturer for the synthetic courts will be considered for awarding work. Proof of the same is to be submitted in the Technical Bid, failing which the tender is liable for rejection.
2. The agency shall, on award of contract, sign all necessary papers of agreement between the agency and IIT Delhi within seven working days and complete the job within seventy five days

- after award of contract, failing which penalty as deemed fit by IIT Delhi will have to be borne by the company/agency.
3. The rates shall be inclusive of sales tax and any other taxes and statutory charges of any nature. Tenderer should keep in consideration all fluctuations in market rates and no claim will be entertained due to any such variation, prior or later to the acceptance of tender and or during execution of the contract.
 4. The tenderers are advised to inspect the site of the work and they will be deemed to have familiarized themselves with the scope of the work, local conditions, specifications, conditions of contract etc. before submitting the tender.
 5. The work of existing Synthetic Court may have variation and the tenderer shall be bound to execute the complete work at the tendered rates without entitlement of any compensation whatsoever.
 6. No joint tenders for jobs of asphalt work and synthetic surface will be considered.
 7. The agency will be liable to comply with the Minimum Wages Act of the government. The payment of the agency will be released only on the production of payment certificate of the labors engaged by the agency.
 8. The agency shall provide identity cards for workers employed by them. In case, the Institute is not satisfied with any of the worker's conduct, etc., the staff would be changed within 24 hours and the Identity Cards shall be taken back from them immediately and submitted to IIT Delhi.
 9. No worker of the agency will be allowed to stay beyond the working hours on the campus.
 10. IIT Delhi will not provide water, electricity etc. and all equipment, material etc. are to be arranged by the agency.
 11. The agency will dispose off all waste material like malba etc. outside the IIT Delhi premises and will bear all the expenses on it.
 12. All disputes will be resolved by Director, IIT Delhi or his nominee.
 13. IIT Delhi reserves the right to accept or reject all or any number of tender(s).
 14. In addition to the terms & conditions and sequence of renovation mentioned in this document, the contractor will have to follow the laid down norms by the relevant Govt. authority to the full satisfaction of Director, IIT Delhi or his nominee. The items herein may not have been explicitly mentioned but will have to be executed as per norms of preparing such synthetic basketball courts.
 15. Existing court size is approximately 32mX19m and extended part of court shall be 38mX25m. The synthetic surface work is to be executed only for the existing court.
 16. The bidder shall make sure that all marking and measurements of the court and the existing back board are as per the latest rules of International Basketball Federation. If any modification is required for adjustment of height of back board, same shall be part of this tender and no additional payment will be made for it.
 17. The site of work will be made available only after receiving of all raw materials at the site.
 18. In case of any damage to the existing fencing or backboard during the execution of work, the same shall be fixed by the agency at no cost to IIT Delhi.

Specifications for scope of work for renovation of one cushioned synthetic basketball court on existing court

1. Earth Sub Grade for extended part of court

- A. Excavation of extended part of basketball court.
- B. Providing a slope of 1 inch in every 10 feet toward the drainage, on one side (longitudinal). Further excavation and leveling, ensuring complete elimination of roots of grass/shrub and organic soil.
- C. Back fill with fresh clean good earth (devoid of roots, malba and organic soils) and lay at the same as 1.B above in each layer which should not be more than 150mm. Compact each layer with heavy roller to achieve 95% of the Proctors Density.

2. Base for extended part of basketball court

To lay 1st layer of Water Bound Macadam (WBM II) of 75mm compacted thickness with hand broken clean stone aggregated 63mm down well graded and lubricated with water and good clay as binder. Compacting with 8/10 tons power roller for proper compaction and slope. All undulations must be rectified and compacted. Tolerance of 3 mm in any 10 sq. ft area is only allowed.

Lay one more layer of 75 mm thick compacted WBM III with crushed stone of 40 mm -20 mm, down well graded with same process as above. Curing time of at least 3 days to be given before asphaltting or up to drying the surface.

All WBM layers to be densely compacted by keying and interlocking of stones to ensure that no settlement takes place.

A slope of 1inch in every 10 feet towards the drainage, preferably towards the longitudinal side, to ensure smooth flow of water rains/wash.

3.Scraping of existing synthetic surface.

Prior to application, the existing surface must be thoroughly scrapped, cleaned, dried and made free of oils and other bond inhibiting contaminants. Spalls, delaminations, pot-holes scaling, pop outs and other defects in the substrate must be repaired and all projections must be leveled prior to the commencement of the installation. Old compatible coatings must perfectly adhere to the substrate

4. Asphalt Work on existing as well as extended part of court

- A) Providing and laying of Asphaltting thickness of 25 mm compacted Semi-Dense Bituminous Concrete (SDBC) 6mm-10mm stone aggregate (well graded for maximum density) and with up to 10% stone dust in with 80/100 grade Bitumen 5.5% by weight, rolling with 8/10 tons PRR to get the desired compaction.

- B) Prior to application, the existing surface must be thoroughly scrap, clean, sound, dry and free of oils and other bond inhibiting contaminants. Spalls, delaminations, pot-holes scaling, pop outs and other defects in the substrate must be repaired and all projections must be leveled prior to the commencement of the installation. Old compatible coatings must perfectly adhere to the substrate.
- C) For application over asphalt, the asphalt (hot mix older than 28 days) should be free of any residual moisture. Excessive moisture levels can be determined by taping a 1 m² clear piece of plastic over the substrate with duct tape. Be sure that all of the edges of the plastic are sealed with the duct tape. Leave the plastic approximately 30 minutes and check for condensation under the plastic. If water appears, repeat the test every 30 minutes until the plastic remains dry.
- D) Prior to applying each layer, make sure the previous layer is clean and dry.
- E) Agency will submit all necessary records of raw material which is to be used for asphalt work.

5. Details of the Synthetic court type: Cushioned synthetic basket ball court

Cushioned Synthetic (Eight Coats) as follows:

- Binder (One coat)
- Heavy rubber cushion (Two coats)
- Fine rubber cushion (Three coats)
- Texture/Finish (Two coats)

Different zones of basketball court should be done in different colours. The selection of colour will be done at the time of awarding the contract and selection of colour should not add to the cost already given in financial bid

- A) The work shall be executed as per original manufacturer specifications. The system of layers (including mixing instructions, coverage, and application procedure and curing time of each layer) shall be as per approved manufacturer specifications.
- B) All material used in the layering shall be as per original manufacturer specifications. No recycled material shall be used. EPDM or vulcanized rubber shall be used as per original manufacturer specifications.
- C) Agency will submit all necessary records of raw material which is to be used for synthetic court.

6. Drainage

Proper drainage along with slope as directed by the competent authority needs to be provided.

7. Testing of material

Testing of material or quality at any stage may be done by the institute and the payment shall be made by contractor, if any deficiency is found in the work, the contractor will be fully responsible for damages.

8. Defect Liability Period/Performance Guarantee

A defect liability period of one year after handing over the completed court will be applicable. 5% of the amount will be released after the above period is over. In case of defects found during this period, the agency will be liable for the repair of damages at no cost to IIT Delhi, failing which the institute has the right to retain the security money.

ANNEXURE-II**<< Organization Letter Head >>
DECLARATION SHEET**

We, _____ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty.

The prices quoted in the financial bids are subsidized due to academic discount given to IIT Delhi.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	NAME & ADDRESS OF THE Vendor/ Manufacturer / Agent
1 Phone	
2 Fax	
3 E-mail	
4 Contact Person Name	
5 Mobile Number	
6 TIN Number	
7 PAN Number	
(In case of on-line payment of Tender Fees)	
8 UTR No. (For Tender Fee)	
(In case of on-line payment of EMD)	
9 UTR No. (For EMD)	

(Signature of the Tenderer)

Name:

Seal of the Company

Bid Submission

Online Bid Submission:

The Online bids (complete in all respect) must be uploaded online in **Two** Envelops as explained below:-

Envelope – 1 (Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Compliance Sheet as per Annexure - I	.PDF
2.		Organization Declaration Sheet as per Annexure - II	.PDF
3.		List of organizations/ clients where the same products have been supplied (in last two years) along with their contact number(s). (Annexure-III)	.PDF
4.		Technical supporting documents in support of all claims made at Annexure-I (Annexure-IV)	.PDF
Envelope – 2			
Sl. No.	TYPES	Content	
1.	Financial Bid	Price bid should be submitted in PDF format.	.PDF

**Board for Sports Activities
Indian Institute of Technology Delhi
Hauz Khas, New Delhi-110016**

Date: 11/03/2016

Subject: (FOLLOWING FORMAT IS USED FOR IMPORTED ITEMS)

S. No.	Currency	Description of Item & Specification	Qty. in Units	Unit Price (a)	Agency Commission (b)	Discount (c)	Ex-works price (d=a+b-c)	Packing + Handling + DOC + Inland Freight (e)	FOB Price (f=d+e)	Insurance + Freight (g)	CIF Price (f+g)
1											

For indigenous items please quote as per following format.

S. No.	Description of Item & Specification	Qty. in Units	Unit Price in Rs.	Excise Duty %	CST/VAT%	Octroi%	Total Price in Rs.
1.							
2.							