

SPORTS DEVELOPMENT AUTHORITY OF TAMILNADU

116.A – PERIYAR E.V.R. HIGH ROAD – NEHRU PARK
CHENNAI – 600 084

**SUPPLY AND INSTALLATION OF SYNTHETIC (FULL
POLYURETHANE MINIMUM 14MM THICKNESS) ATHLETICS
SURFACE IN ONE 'D' PORTION OF THE EXISTING 400MTS
ATHLETIC TRACK**

AT

**NEHRU STADIUM - COIMBATORE,
TAMILNADU**

INDEX FOR TENDER FORM

NAME OF WORK: SUPPLY AND INSTALLATION OF SYNTHETIC (FULL POLYURETHANE MINIMUM 14MM THICKNESS) ATHLETICS SURFACE IN ONE 'D' PORTION OF THE EXISTING 400MTS ATHLETIC TRACK.

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- (a) Certified that this Tender Form contains Pages 1 to 22
- (b) No Pages of this document is to be removed while submission of Tender
- (c) If space provided is insufficient for providing the required information additional enclosures may be submitted.

Issued by

(Signature)

Member Secretary
Sports Development Authority of Tamil Nadu,
Chennai.

SPORTS DEVELOPMENT AUTHORITY OF TAMILNADU,
116, PERIYAR E.V.R. SALAI, CHENNAI – 600 084.

NOTICE INVITING BIDS FOR

LAYING OF SYNTHETIC SURFACE ON ONE 'D' PORTION ONLY APPROVED BY IAAF

Sports Development Authority of Tamilnadu (SDAT) invites National bids from firms supply and installation of synthetic (full polyurethane minimum 14mm thickness athletics track in one 'D' in the existing 400Mts athletic track of Conipur mix product at Nehru Stadium- Coimbatore.

1.	Description of work	Supply and installation of synthetic (full polyurethane minimum 14mm thickness of conipur mx product) athletics track in one 'D' portion of the existing 400Mts athletic track of Conipur mx product at Nehru Stadium- Coimbatore, Tamilnadu
2.	Earnest money	Rs. 25,000/-
3.	Last date and time of submission of Tender Documents	3.30 PM ON 26.08 .2009
4.	Time & Date of Opening of Tender	4.00 PM ON 26-08-2009
5.	Time allowed for completion	45 days from the day of handing over of site

- The Synthetic Athletics Surface on one 'D' portion as per requirement of Field & Track Competitions has to be as per the quality & specification approved by IAAF and as certified by the laboratories accredited by IAAF.
- The tender documents (non-transferable) may be purchased from the office of the Member Secretary, Sports Development Authority of Tamilnadu, Chennai – 84, between 10.00 AM and 5.30 PM (IST) on any working day from **25-07-2009 to 25-08-2009** against payment of **Rs. 6,756/-** (non refundable) as mentioned in the table in the form of Bank Draft in favour of Member Secretary, Sports Development Authority of Tamilnadu, on any Nationalised Bank payable at Chennai.
- An Earnest Money Deposit specified for the work in the table payable at Chennai, and drawn in favor of the Member Secretary, Sports Development Authority of Tamilnadu, Chennai, must accompany the Tender. The earnest money has to be in any of the forms as specified in the bidding document and shall have to be valid for **90 days** beyond validity of the bid.
- Sealed Tender Documents **duly signed on all pages** shall be deposited in the Tender box lying in the office of the Member Secretary, Sports Development Authority of Tamilnadu, 116 A. Periyar EVR High Road, Chennai, India up to **3.30 PM on 26-08-2009** **The Tender will be opened on 26-08-2009 at 4.00 PM.** in the presence of the bidders who wish to attend. If the Office happens to be closed on the date of bids as specified, the bid will be received and opened on the next working day, at the same time and venue.
- SDAT does not bind itself to accept the lowest rate and has the right to accept or reject the bid without assigning any reason to the bidders.
- The Tender documents can be downloaded free of the cost by www.tenders.tn.gov.in (or) www.sportsinfotn.com

Member Secretary.
Sports Development Authority of Tamilnadu
Chennai – 600 084.

BROAD SCOPE OF WORK

Supply and Installation of Synthetic (Full Polyurethane minimum 14mm thickness) Athletics Surface in one 'D' portion of the existing 400Mts Athletic track of Conipur mx product at Nehru Stadium – Coimbatore, Tamilnadu.

The Work includes:

- a) Supply of material required for installation of Synthetic Track Full ***Polyurethane*** **14 ± 2 mm thickness** fully confirming and approved by IAAF including necessary equipments to be fixed on the track as per specification of IAAF and equipments required for installation.

Note:

This work is Supply and Installation of Synthetic (Full Polyurethane minimum 14mm thickness) Athletics Surface in one 'D' portion of the Existing 400Mts Athletic track of Conipur mx product only on the existing sub-base at the Nehru Stadium, Coimbatore, Tamilnadu.

Prescribed Performa –Introduction, General Guidelines & Specifications

1. PRESCRIBED PERFORMA

1.0	INTRODUCTION
Name and full address of the Supplier, Manufacture of the Materials required for Laying the Synthetic Track. (Product(s) being offered Brand Name(s) with Code No. (If any))	
Name Of the Product:	
Name of the firm.	
Address & E-Mail	
Telephone No.	
Telex / Fax	
Name & Address of Local Representative.	

2. Introduction

2.1	Approval status for the product by IAAF along with latest lab test reports of IAAF Accredited laboratory for the material quoted containing the value of technical parameters, with date of validity from until the last day of the Certificate issued.
2.2	Legal status: Whether a proprietary or a partnership firm or incorporated body etc.,
2.3	Authenticated copy of the documents, translated in English wherever the originals are not in English language.
	<ul style="list-style-type: none"> ❖ Certificate of Incorporation, in case of an incorporated body ❖ Memorandum of Association ❖ Balance Sheet and Profit and Loss Account for the last three years duly audited by a registered CA ❖ Annual Administrative report for the last three years
2.4	Name(s) and address (es) with Fax Number of customers of the place and year where the surface has been installed including in India in the last Three years be furnished. Documentary proof of satisfactory installation of the surface and present condition of the installed surface be given.
2.5	The period for which the supplier has been manufacturing the synthetic track surface material and is in the business of supplying / installing the surface. Documentary proof thereof.

2.6	If the bidder is not a manufacturer(s) the relationship with the manufacturer (s) whose product(s) is / are being offered be mentioned.
2.7	Any other documents / information which parties may consider appropriate to the activity of tender:

Note: Separate information sheet may be provided for item(s) in case space provided is not adequate.

Member Secretary,
SDAT.

3. GENERAL GUIDELINES

3.01	The name of the bidder should be clearly written on left hand side of the bottom of the envelopes. The sealed envelopes should be deposited in the Tender Box or to be sent by Registered Post to the Member Secretary, Sports Development Authority of Tamilnadu, 116 A. Periyar EVR High Road, Nehru Park Sports Complex, Chennai – 600 084, India. so as to reach him on or before 3.30 PM on 26-08-2009 Sports Development Authority of Tamilnadu, Chennai – 84, takes no responsibility for delay or non- receipt of offer sent by post/ courier.
3.02	The offer received after prescribed date and time or incomplete with missing detail shall be rejected summarily.
3.03	The offer will remain valid for 90 days from the date of opening of the Tender.
3.04	The Sports Development Authority of Tamilnadu, Chennai, reserve the right to reject all or any part without assigning any reason thereof.
3.05	The tenderer whose offer is accepted will have to sign an Agreement with the Sports Development Authority of Tamilnadu, Chennai – 84, as per the draft Agreement and General condition of Agreement incorporating the product and the price approved.
3.06	The language used shall be English
3.07	The Tender shall be accompanied by earnest money of Rs. 25,000/- in the form of Demand Draft in favour of the Member Secretary, Sports Development Authority of Tamilnadu, Chennai – 84 / executed by State Bank of India or any Schedule Bank.
3.08	The Tender shall contain the document and information pertaining to the financial bid indicating the price of the Synthetic material.
3.09	The bidder shall obtain the soil test report from SDAT and also may carry out the physical inspection of the sub base and satisfy with the sub base work before the commencement of the laying of synthetic surface.
3.10	The bidder may make any independent investigation for preparation of the bid and will not subsequently be allowed to make any alterations in the bid on the grounds of unknown factors in respect of the site and the base work.
3.11	The bidder should examine the draft contract document carefully as the draft contract will have to be finalized by him and signed before the work is awarded.
3.12	The bidder shall indicate the technical parameters, norms along with referred codes, standards and practices for the product and its ingredients to be utilized for the installation of the Synthetic Athletic Surface.
3.13	The bidder shall bid for synthetic surface, Which is of the same standard / equivalent to that of the existing 400mts athletic track.
3.14	The bidder, whose offer is accepted, hereafter will be known as SUPPLIER, shall enter into an agreement with the User Agency, as per the draft agreement format, terms and conditions of Tender Document. The general and special terms and conditions of the contract to be entered into by the SUPPLIER and the User Agency shall not be repugnant to those indicated in the tender documents.
3.15	The supplier will mobilize all equipments necessary for the execution of the project at supplier's own risk and cost and any additional equipment required for the purpose of executing the contract, according to agreed

	specifications, will also be provided by the supplier as and when required. The supplier shall supply the maintenance manual, required for the maintenance. The payment to the supplier shall be governed as per prescribed terms and conditions of the agreement entered into with the supplier.
3.16	The supplier shall provide written guarantee that the properties of the synthetic surface will be retained within the limits prescribed by IAAF in respect of synthetic athletic surface for a minimum period of seven years. The supplier shall also guarantee that all remedial works or repairs necessary under the terms of guarantee / warranty will be completed promptly on notification in writing by the User Agency that the remedial work is required and repair will be carried out with materials identical to the original installations and at set times as may be agreed with the User Agency so that the programme of activities shall not be affected.
3.17	During the warranty period the supplier will depute qualified personnel as his representatives at his cost and there shall be a joint inspection of the track by a Committee consisting of one or more representatives from SDAT, Technical expert from Tamilnadu Athletic Association and a representative of the supplier. The inspection shall be carried out at least once in a year to see whether any defects have appeared on the track, which requires rectification.
3.18	The Specifications of the Proposed Synthetic surface "D" portion in the existing 400Mts Conipur mx product shall be of IAAF Standards and as per the test reports already received for the existing surface from the IAAF approved laboratory.

Signature of the Tenderer
along with seal.

Member Secretary, SDAT.

Rs. 20 Non Judicial stamp paper

CONTRACT AGREEMENT

This agreement made on this _____ day of _____ in the year 2009 between Sports Development Authority of Tamil Nadu, 116-A, Periyar EVR High Road, Nehru Park, Chennai-84. (hereinafter called to the Employer and which expression shall unless otherwise excluded by or repugnant to the context be deemed to include its successors, representatives and permitted assignees) of the one part and the M/s. _____ hereinafter called, the Contractor (which expression shall unless otherwise excluded by or repugnant to the context be deemed to include its successors, representative and permitted assignees) of the other part.

Whereas pursuant to the offer of the Contractor, the Contractor has agreed to undertake the following works:-

Supply and Installation of synthetic (Full Polyurethane minimum 14mm thickness) Athletics Surface in one 'D' portion of the Existing 400Mts Athletic track of Conipur mx product only on the existing sub-base at the Nehru Stadium, Coimbatore.

The Work includes:

- a) Supply of material required for installation of Synthetic Surface (Full Polyurethane minimum 14mm thickness) fully confirming and approved by IAAF including necessary equipments to be fixed on the 'D' portion as per specification of IAAF and equipments required for installation.

The following documents will also form part of the Agreement

<u>S.No.</u>	<u>LIST OF DOCUMENTS</u>
1.	Press Notification inviting Offers, issued by SDAT, dated
2.	Offer Letter No..... Dated.....
3.	Work Awarded Letter No..... Dated
4.	Time Schedule of work
5.	Schedule of Quantity
6.	General Condition of Contract

In witness whereof, the parties have hereunto set and subscribed their hands and seals on the day and the year first above written.

Signature of Contractor with Seal

Member Secretary,
SDAT.

Witness:

1. _____
2. _____

GENERAL CONDITIONS OF CONTRACT

CLAUSE – 1 DEFINITIONS AND INTERPRETATION OF CONDITIONS

Unless the contract otherwise require the following terms used herein shall have the following meanings. These are applicable to both the singular and plural thereof.

1.01	“AGENDA” shall mean the written or graphic instructions issued prior to opening of offer which clarify, correct or change the bidding documents or the contract documents
1.02	“BID” shall mean the offer or proposal of the SUPPLIER submitted to the USER AGENCY setting forth the prices for the work to be performed
1.03	“CONTRACT / CONTRACT DOCUMENT” shall mean the Agreement between the User Agency / Owner and SUPPLIER / CONTRACTOR, duly signed by the parties thereof, through their authorised representatives for the execution of work together with all the DOCUMENTS annexed / attached herewith.
1.04	“CONTRACT PRICE” shall mean the money payable by the USER AGENCY / OWNER to SUPPLIER / CONTRACTOR, under the contract document as per the terms in the agreement.
1.05	“CONTRACT TIME” shall mean the periods in months, weeks or days as stated in the agreement for the completion of the WORK
1.06	“DRAWINGS” shall include maps, plans, sketches and tracking or prints thereof referred to an incorporated into the CONTRACT and any modifications of such DRAWING approved in writing by the OWNER / ENGINEER.
1.07	“ENGINEER” shall mean the person authorised by the USER AGENCY / OWNER for the supervision of the work.
1.08	“EQUIPMENT” shall mean and include all machineries, apparatus, and material articles to be provided under the contract by the Supplier.
1.09	“GOVERNMENT” shall mean the Department of Youth Welfare and Sports Development, Government of Tamilnadu, Chennai.
1.10	“SITE” shall mean the land other places on, into or through which the work is to be carried out and any other land or place provided by OWNER for the purpose of the CONTRACT together with any other places designed in the CONTRACT as forming part of the SITE.
1.11	“SPECIFICATION” shall mean all directions, various technical specifications, provisions and requirements attached to the CONTRACT, which pertain to the method of manner of performing the WORK, the quantities and qualities of the WORK and the approved materials to be furnished under the contract for the work as may be amplified or modified by USER AGENCY. The detailed drawings of the works to be carried out for laying the track including the preparation of the base surface peripheral drainage and laying of the synthetic track shall be prepared and supplied to the user agency before execution of work. It shall also include the latest edition including all addenda / corrigenda of applicable standard specifications and other relevant codes to be in use at the time of execution of work.

1.12	SUPPLIER / CONTRACTOR shall mean M/s. whom the owner / USER AGENCY has entered into the agreement and shall include its successors and permitted assigns
1.13	“SUPPLIER’S PRINCIPALS” shall mean M/s.
1.14	“Surface” shall mean and include porous or non porous top layers of synthetic surface, sub base work including strengthening and levelling of the sub-base to accommodate standard synthetic athletic surface and all insertions and peripheral drainage works as per rules laid down by the International Association of Athletic Federation.
1.15	“Writing” includes matter either in whole or in part in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature of seal as the case may be
1.16	“USER AGENCY / OWNER” shall mean Sports Development Authority of Tamilnadu, Chennai – 600 084” with whom the SUPPLIER / CONTRACTOR HAS ENTERED INTO AGREEMENT.
1.17	“WORK” shall mean and include all items and things to be supplied / done and services and activities to be performed by the SUPPLIER / CONTRACTOR in pursuant to and in accordance with the CONTRACT.
1.18	<u>INTERPRETATION OF CONDITIONS OF CONTRACT:</u> All headings and marginal notes to these General Conditions of Contract are solely for the purpose of giving a general indication thereof and not a summary of the content and they shall never be deemed to be part thereof or be used in the interpretation of construction thereof.
<u>CLAUSE – 2: SCOPE OF WORK</u>	
Supply and Installation of synthetic (Full Polyurethane minimum 14mm thickness) Athletics Surface in one ‘D’ portion of the Existing 400Mts Athletic track of Conipur mx product only on the existing sub-base at the Nehru Stadium, Coimbatore.	
<u>CLAUSE – 3: TIME FOR PERFORMANCE</u>	
3.01	Time allowed for the completion of work is 45 days from the date of handing over of site.
3.02	Notwithstanding any thing herein contained, the parties hereto acknowledge and agree that the time is the essence of the Contract in all respects for their respective performance and discharge of obligations under this contract and the parties shall adhere to the time / delivery schedule as provided in Appendix – III and the bar chart / PERT chart appended herewith this contract unless otherwise mutually agreed otherwise between the parties in writing.

CLAUSE – 4 : SUPPLIER / CONTRACTOR HEREBY AGREES THAT	
4.01	SUPPLIER / CONTRACTOR has obtained the SOIL TEST REPORT from the USER AGENCY for the SITE and studied carefully the investigations and test of sub surface and latent physical conditions at the site or otherwise affecting cost, progress of performance of the work which were relied upon the SUPPLIER in the preparation of the Drawings, Specifications and Bid.
4.02	The SUPPLIER / CONTRACTOR has himself independently obtained all necessary information for the purpose of preparing the Bid and his Bid as accept shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.
4.03	The SUPPLIER / CONTRACTOR has examined the contract document and has generally obtained information on all matters whatsoever that might affect the carrying out the work as required. The supplier is fully aware of the scope, nature and magnitude of the work and the requirements of materials and labour involved etc., with respect to all the work he has to complete in accordance with the CONTRACT / whatever be the defects, omissions or errors that may be found in the CONTRACT DOCUMENT. The SUPPLIER / CONTRACTOR has visited, carefully examined the site and surroundings, satisfied himself to the nature of all existing structure, if any, and also as to the nature and the conditions of the Railways, roads, bridge and culverts, means of transport and communications whether by land, water or air and as to possible interruptions there to and the access to the SITE, to have made enquiries examined and satisfied himself as to the Sites, for obtaining sand, stone, bricks and other materials, the sites for disposal of surplus material, the available accommodation and such other Buildings as may be necessary for executing and completing the work, to have made local and independent enquiries as to the sub-soil water level, climate conditions and all other similar matter effecting the WORK. He has acquainted himself as to his liability for payment of taxes, charges, levies etc.,
4.04	Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matter affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work strictly in accordance with CONTRACT DOCUMENT. It is therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to the OWNER in duplicate, before signing the CONTRACT. The User Agency will provide such clarifications as may be necessary, in writing to Supplier / Contractor.
4.05	The Supplier / Contractor shall design and prepare drawings of sub-base, drainage, layout and setting out plan indicating offsets from permanent structures, grids of existing / finished levels for all facilities identifying the areas of high stress and thickness of the track intended to be laid and schedule / programme of the work as to ensure its compliance with all the requirements of the IAAF within the stipulated time.
4.06	The supplier shall supply and install of synthetic (Full Polyurethane minimum 14mm thickness) Athletics Surface in one 'D' portion of the existing 400mts athletic track of Conipur mx product at Nehru Stadium-Coimbatore, Tamilnadu. (herein after referred to as the said surface as per

	approved sample)
4.07	The Supplier shall arrange all materials, machineries, Electronic Sensor paver, equipments, tools, mixtures protective clothing, fork lift, track dumber, office equipment, (hereinafter collectively referred to as “materials and equipments”) and such other materials and equipment as may be necessary for efficient and timely installation and operation of the said surface at the prescribed place in accordance with the terms of this contract.
4.08	The said Surface will be installed under the technical supervision of technical experts of the SUPPLIER and the supplier shall be responsible for the site of the installation, all materials and equipments as mentioned in this contract at his own cost and free of any charge to the User Agency except where specified herein for the use of its experts and otherwise for the purpose of installation of the said surface.
4.09	The SUPPLIER shall ensure that the work is done according to approved specifications, drawings and design. The synthetic surface should not be laid unless the supplier is fully satisfied with construction of sub base in all respects and certifies to that effect in writing.
4.10	A full account shall be maintained of all the consumables and ingredients imported and must be accounted for No diversion shall be permitted for any purpose other than the laying of the surface contracted. The SUPPLIER shall leave reasonable additional quantity of materials required for repairing during the warranty period in the custody of the USER AGENCY.
4.11	The SUPPLIER shall discharge his duty as per Guarantee of the work under Article 6
CLAUSE – 5: THE USER AGENCY ON ITS PART AGREES THAT	
The User Agency shall be obliged to	
5.01	Provide the SOIL TEST REPORT of the SITE carried out by the User Agency to access the suitability of the SITE for the installation of synthetic surface and site plan indicating the location where the synthetic surface is to be installed.
5.02	Hand over the site to the supplier free from the encumbrance
5.03	Assist to obtain import license and custom duty exemption certificates for the synthetic surface materials and equipment to be temporarily imported and to be re-exported after completion.
5.04	Ensure provision of water supply alongside the installation site
5.05	Provide the necessary connections for power supply for night working if required. However, the responsibility of the User Agency shall be limited to the provision of adequate power supply and the supplier / contractor shall be responsible for making his own arrangements for flood lighting.
5.06	Provide adequate and secure storage space for raw materials and other materials and equipment adjacent to the work area as may be mutually agreed upon.
5.07	After installation, the said surface at Nehru Stadium Coimbatore shall be used by the User Agency. In case any defect is discovered during its use, the Supplier shall at his own cost rectify the said defect.

5.08	USER AGENCY shall follow all steps and take precautions against vandalism, spillage of corrosive chemicals. Dumping of dirt, use of improper shoes, lighted butts of cigarettes, burning projectiles and use of vehicles on the synthetic surface.
CLAUSE – 6: GUARANTEE OF THE WORK / WARRANTY CLAUSE	
6.01	The SUPPLIER / CONTRACTOR shall certify that no Sub-Standard materials have been used in the installation of surface and guarantee that it shall duly and fully comply with all the requirements of the IAAF for a minimum period of 7 years from the date of use of acceptance of the surface , which ever is earlier.
6.02	The Supplier undertakes sole responsibility under this guarantee to repair or replace any part of the said surface found to be defective or otherwise contrary of the specification of the IAAF within the warranty period.
6.03	The supplier undertakes the responsibility to carry out any repair or to replace any part of the surface due to the wear and tear of use in the normal course during the warranty period of 7 years , since under the IAAF specifications the surface is expected to last for a period of 15 years under nominal use.
6.04	The said surface will be suitable for durable operation in any climatic condition of India
6.05	During the post installation warranty period the supplier will depute, qualified personnel to inspect the said surface at least once in a year at his own cost.
6.06	The supplier shall discharge the obligations at his cost under the warranty clause
CLAUSE – 7: PRICE	
7.01	The User Agency shall pay to the Supplierin inclusive contract PRICE for supply and installation of synthetic surface as per accepted offer of supplier subject to the provision of Article –4
7.02	The above prices will include all insertions, lining and marking of the said surface, and inspection of the surface by the representative of any of the accredited laboratory of IAAF specified by the User Agency, the measuring by an independent qualified surveyor according to the rules of the IAAF.
7.03	The supplier shall not be entitled to receive from the User Agency any other payment on account of escalation or remuneration or cost of discharging any of its obligations under this contract, or any savings as specifically provided therein in the contract.
7.04	The price as given below is not subject to any further enhancement for any reason whatsoever.
7.05	The price will be inclusive of all expenses / taxes levied by authorities; except for custom duty payable for materials imported for use in preparing the surface of the track. Custom duty, if leviable, shall be the responsibility of

	the User Agency.	
7.06	The transportation including handling cost of the materials from Port / Airport in India to the location (Coimbatore), where the said surface is to be installed will be borne by the Supplier.	
7.07	The above price shall also include the services to be provided by the supplier during the warranty period for repair and / or replacement of the defective or worn-out parts of the surface as and when required.	
CLAUSE 8: PAYMENT		
8.1	Payment of Laying Synthetic Surfaces. All payments will be made by Indian currency based on "Actual measured finished quantities" duly certified by the SDAT Engineers.	
9	EMPLOYMENT OF TECHNICAL PERSONS	
9.1	The tenderers who are themselves not professionally qualified shall undertake to employ qualified technical personnel at their cost to look after work. The tenderers should state in clear terms whether they are professionally qualified or whether they undertake to employ technical personnel required by the department, specified in the schedule below for the work. In case the selected tenderers is professionally qualified or has undertaken to employ technical personnel under him, he should see that one of the technically qualified personnel is always at the site , checking all items of works and paying extra to such works which requires intensive supervision. (e.g) reinforcement concrete work, etc.	
	Value of Contract	Qualification and number of Technical Assistant to be employed
	i) From 15 to 30 Lakhs	i) One B.E. (Civil) with 3 years experience plus two diploma holder in Civil Engineering (or) ii) One B.E. (Civil) with 3 years experience plus two retired junior engineers (or) iii) Equivalent degree holder with 3 years experience plus two diploma holder in Civil Engineering (or) iv) One retired Assistant Executive Engineer (or) Assistant Divisional Engineer plus two diploma holder in Civil engineering (or) two retired junior engineer.
Notes:		
<ol style="list-style-type: none"> 1. The employment of technical assistants should be based on the value of contract. 2. Engineers with Mechanical Engineering qualification but retired from Civil Engineering department are also eligible to supervise the Civil Engineering works because of their experience in Civil Engineering field. 3. The attention of the tenderers is directed to the contract requirement as to the time of beginning works, the rate of progress and the dates for the completion of the whole work and its several parts. The following rates of progress and proportionate value of work done from time to time as well as indicated by the Executive Engineer's Certificate of the value of work done, will be required. Date of commencement of this work will be the date of Handing over of the site/premises to the tenderer. 		
	Period after date of commencement	Percentage of work to be completed based on contract lump sum amount.

	1. First 15 days 2. Second 15 days 3. Third 15 days	40% of the work 40% of the work 20% of the work
	Notes: 1. The period to be entered in column 1 for the purpose of defining the rates of progress may be fixed by the Member Secretary to suit each case.	
CLAUSE – 9 : NON – ASSIGNMENT		
	The Supplier shall not assign or transfer the contract or any part thereof without prior approval of the Sports Development Authority of Tamilnadu and User Agency in writing.	
CLAUSE – 10 : ARBITRATION.		
	Any dispute or difference arising out of or in connection with the execution of the work, shall be to the extent possible settle amicably between the parties. If amicable settlement cannot be reached, all disputed issues shall be settled by Arbitration in accordance with the provision of the Arbitration and Conciliation Act 1996. One or more Arbitrators not in even number shall be appointed according to the Rules or as may be agreed by the parties. The decision of the Arbitrators shall be conclusive and binding on both the parties. Arbitration proceedings shall be conducted in English language and the provision of the Arbitration and conciliations Act 1996 as amended from time to time shall be applied for the settlement of the dispute. It is the terms of the agreement that the arbitration proceeding shall be conducted in Chennai (Tamilnadu), India in accordance with Indian Law. Indian Law shall also govern the contract.	
CLAUSE – 11: MODIFICATION OF THE CONTRACT		
11.1	Modification(s) if any, effected in any of the provision of the present contract shall be valid only in case of the written agreement of both the parties.	
CLAUSE – 12: CANCELLATION OF THE CONTRACT		
	Notwithstanding anything herein contained	
12.1	The User Agency shall have the right to cancel the contract and is entitled to restitute all the payments made by the User Agency to the Supplier under this contract, in case the Supplier fails to discharge the obligations strictly within time stipulated herein.	
12.2	Provided that in case of any failure or delay on the part of any of the parties as aforesaid arising out of “force majeure” or due to default on the part of the other party, such other party shall not be entitled to rescind or revoke this contract.	
CLAUSE – 13: BREACH OF CONTRACT		
13.1	Sports Development Authority of Tamilnadu, Chennai while executing a contract with the Supplier Agency shall have the full right to see that the terms & conditions, specifications, quality, workmanship of the works assigned to the Supplier Agency or the party to the contract are fully complied with before payments are released.	
13.2	If at any stage it is seen that the quality of material being used is below the standard accepted / specified in the agreement or any deviation from the approved specification of the product or the laid down norms are not being followed / there is contravention to the terms and conditions of agreement, the same will be considered as breach of contract and in, such case, Sports Development Authority of Tamilnadu, Chennai will have full right to stop further payment even if due, until and unless the discrepancies / objections are set right or replaced / clarified by the Supplier Agency to the entire satisfaction of Sports Development Authority of Tamilnadu, Chennai. If the supplier agency fails to set right or replace or clarify the discrepancy / objections, SDAT will initiate legal action as deemed to be fit within the	

	jurisdiction of Chennai Courts.
CLAUSE – 14: TAXES, LEVIES, INSURANCE ETC.,	
14.1	All materials and equipment pertaining to the said surface and otherwise related to this contract shall be properly packed by the Supplier to avoid any loss, damage or deterioration during the storage or installation in India. Notwithstanding the said transit insurance, the responsibility for safe transportation of materials shall lie with the Supplier. Should any loss or damage occur, the Supplier shall initiate and pursue claims till settlement and promptly make arrangements for repair and / or replacement of any damaged items irrespective of settlement of claims by the underwriters.
CLAUSE – 15 : FORCE MAJURE	
15.1	The term – “Force Majure” shall mean acts of God, Earthquake, War, revolt, riot, fire, floods, sabotage and Hurricane. Upon the occurrence of such a cause and upon its termination the party alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately but not later than 72 hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.
15.2	In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the CONTRACT, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
CLAUSE – 16 : EXTENSION OF TIME:	
	If the CONTRACTOR desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution, he shall request in writing to the User Agency for extension within 10 days of the date of hindrance on account of which he desires such extensions as aforesaid. The User Agency shall if in his opinion extension of time, it awarded, shall be without prejudice to the provision that time is the essence of CONTRACT and to any other terms and conditions related to time of completion are provided in the CONTRACT.
CLAUSE – 17: LIQUIDATED DAMAGES	
17.1	If the Supplier fails to execute the WORK with the diligence and expedition or refuses or neglects to comply with the reasonable orders given to him, in writing by the ENGINEER, in connection with the WORK, or contravenes the provision of the CONTRACT, the User Agency may give Notice in writing to the SUPPLIER to make good such failure, neglect or contravention. Should the SUPPLIER fail to comply with the Notice within 14 days from the date of serve thereof, then, the USER AGENCY shall be at liberty to employ other workmen and forthwith execute such parts of WORK as the SUPPLIER may have neglected to do or if the USER AGENCY shall think fit, it shall be lawful for him, without prejudice to any other right, he may have under the CONTRACT to take the work, wholly or in part out of Supplier's hands and re-contract and complete the same or any part thereof the SUPPLIER 's account and in that event the USER AGENCY shall have free use of the SUPPLIER's equipments that may have been placed at the SITE in connection with the WORK without being responsible to the SUPPLIER for reasonable wear and tear thereof and to the exclusion of any right of SUPPLIER over the same, and the USER AGENCY shall be entitled to retain any amount(s) due to the SUPPLIER or such part thereof as may be necessary, to the payment of the cost of executing a part thereof as aforesaid exceeds the balance amount(s) due to the SUPPLIER, the SUPPLIER shall therefore be entitled to pay such excess amount. Such payment of excess amount shall be independent of the liquidated Damages for delay, which the SUPPLIER shall have to pay if the completion of WORK is delayed.
17.2	In addition, such action by USER AGENCY as aforesaid shall not relieve the

	SUPPLIER of his liability to pay Liquidated Damages for delay in Completion of WORK.
CLAUSE – 18: PROTECT WORKS:	
18.1	The contractor shall arrange to protect, at his own cost, in an adequate manner, all cut stone work and other work, requiring protection and to maintain such protection, as long as work is in progress. He shall remove and replace this protection, as required by the Engineer-in-charge, from time to time. Any damage to the work, so protected no matter how it may be caused shall be made good by the contractor free of cost.
18.2	All templates, forms, moulds, centering, false works and models, which in the opinion of the Engineer-in-charge are necessary for the proper and workmen like execution of the work, shall be provided by the Contractor at free of cost.
CLAUSE – 19: PERFORMANCE GUARANTEE	
19.1	After receipt of the work order the Contractor shall remit the performance Guarantee Amount of 5% of the work order value by means of D.D. infavour of Member Secretary, S.D.A.T., Chennai-84 with in 7 Days and this amount will be released after completion of 7 years of warranty period only.
CLAUSE – 20: WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS, ETC.	
20.1	The Tenderer will submit the drawings / designs of the work to be executed within 7 days of signing of the agreement. The design and drawing so submitted shall be the sole and exclusive property of Sports Development Authority of Tamilnadu, Chennai.
20.2	The Tenderer shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with approved IAAF specification and as per the existing surface in the 400Mts athletic track at site.
20.3	All work shall be executed under the directions of a Committee to be constituted by the Member Secretary, SDAT, Chennai which will oversee, supervise and approve the work at various stage. Any report in this regard has to be forwarded to Member Secretary, SDAT.
20.4	The Synthetic Athletics Track surface identical to the sample approved shall be laid after the said committee is fully satisfied with the levelling and surfacing work of sub-base (including removal of the existing surface wherever applicable) and certifies to that effect in writing. Any change to the quality of the Synthetic Athletics Track other than the sample approved shall not be accepted.
20.5	The Supplier Agency firm, namely, the tenderer when requiring to engage any local contractor for construction / repair of sub-base must engage a reputed registered contractor having experience of carrying out work of similar nature and quantity in the past. Such contractor's particulars with registration number and list of machineries available with the Contractor must be given to Sports Development Authority of Tamilnadu, Chennai before execution of the work.
20.6	The tenderer shall employ his technical experts including a Graduate Engineer for technical supervision during execution of work and as long thereafter as may be necessary for proper fulfilling of all the obligations under the contract.
CLAUSE – 21 : DISCREPANCIES AND ADJUSTMENT OF ERRORS	
21.1	In the case of discrepancy between the Schedule of Quantities, the Specifications and / or the Drawings the following order of preferences shall be observed. i) Description of Schedule of Quantities ii) Particular Specification and Special Condition, if any, iii) Drawings

	iv) P.W.D. Specification in respect of the "Sub-Base" v) Indian Standard Specification of B.I.S.
CLAUSE – 22 : MATERIALS, EQUIPMENTS, TOOLS & PLANT.	
22.1	The tenderer shall arrange all materials, labour, machineries, equipment, tools and Plants, mixures, protective clothing, fork lift, truck, dumper, office equipments ("hereinafter collectively referred to as "materials and equipments") and such other materials and equipment as necessary for efficient and timely execution of the work, SDAT shall in no way responsible to any accidents or casualty or injury caused during the execution of the work.
22.2	All materials and equipments related to this contract shall be properly packed by the Tenderer to avoid any loss, damage or deterioration in transit and during storage or laying / flying in India. Notwithstanding the said transit insurance, the responsibility of safe transportation of materials and equipments shall be with the Tenderer. Should any loss or damage occur, the Tenderer shall initiate and propose claims till settlement and promptly make arrangement for repair and / or replacement of any damaged items irrespective of settlement of claims by the under writers. Delay arising out of damage to materials and equipment in transit shall not be considered for extension of the schedule date of completion.
CLAUSE – 23: QUALITY CONTROL	
23.1	Samples for testing by the IAAF accredited Laboratories as determined by, is to be provided by the supplier during the execution of the work, for which no additional expenses are to be given. Samples required are two Nos. 1.50 sq.mtrs specimens. Apart from above, one sample is to be provided having joints. For further one sample of 1.50 Sq.Mtrs and one sample having joints is to be retained by SDAT.
23.2	The Tendered value shall be inclusive of all costs in taking and preparation of samples, their sealing, carriage and testing etc., to ensure that the work has been done in accordance with specifications in all respects.
23.3	After completion of Installation of the surface the same shall be put to use for trial for a period of 30 days to the entire satisfaction of the Committee of Experts / players so as to ensure that the said surface and providing thereof is strictly in accordance with IAAF requirements. In case, any defect or any shortcomings is noticed in the said trial or subsequent use, the Tenderer shall at his own cost rectify the said defects / shortcomings or replace the defective materials to make the surface comply with the requirements.
23.4	At the time of laying of the top bituminous Surface of Sub-base, the Technical representative of the firm supplying Synthetic Surface shall remain present during the full period of laying to ensure that the top bituminous concrete surface has been laid as per their specification and requirement. No extra cost will be payable for the same. A Certificate to this effect from the technical representative of the firm supplying the Synthetic Surface for satisfactory laying of the top Bituminous surface including the sub-base is to be obtained before commencing the laying of Synthetic Surface. Defects if any in the sub-base located shall have to be rectified by the supplier agency at free of cost.
CLAUSE – 24: JURISDICTION AND APPLICABLE LAW	
	Indian Laws will govern this contract / and any application in respect of any proceedings under this contract will be to the jurisdiction of the court of Chennai only and also for any application to entertain any suit in connection with this contract. Provided that nothing herein contained shall operate to the prejudice of any right / resources of the SDAT, Chennai regarding blacklisting or any other matter for which there exists any conditions in writing.
CLAUSE – 25: CONSULTANCY FACILITIES:	
	The Supplier, besides the supervision of the Installation of the said surface

	at Nehru Stadium, Coimbatore will also provide free consultancy services to the User Agency to advise the latter in the construction of the Sub-structure for the said surface. The service include help in the preparation of all detail drainage design and working, drawing, layout and setting out drawings, preparation of girds of levels for all facilities and site supervision of work of construction and programming of the base foundation to ensure its compliance with all the requirements. The consultancy services in India would include a minimum of three trips of at least one week duration each by the supervisor of the Supplier.
CLAUSE – 26 : DEATH OF CONTRACTOR	
	Without prejudice to any of the rights or remedies under the contractor, if the Contractor dies, the legal heirs of the Contractor or the Chief Engineer or duly authorized Engineer shall have the opinion of terminating the contract without any compensation.
CLAUSE – 27 : INDEMINITY CLAUSE	
27.1	The Supplier shall indemnify the User Agency against all third party claims on infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.
27.2	The Supplier shall furnish a Security Deposit / earnest money / Performance security of 10% of the contract price to the User Agency. Such security deposit will be payable as compensation for any loss suffered or resulting from supplier's failure to complete his obligations under the contract. 50% of the Security Deposit shall be retained for the warranty period of 7 years (to cover warranty obligations) and the remaining amount refunded upon satisfactory completion of the contract.
28 REFUND OF SECURITY DEPOSIT AMOUNT	
28.1	Security Deposit amount will be recovered at 5% of each running account bill among that 2.5% will be released in the final Bill and the balance 2.5% will be released after the completion of two years without interest.
28.2 REFUND OF EARNEST MONEY DEPOSIT	
	The Earnest Money Deposit will be released after the completion of two years without interest.

TENDER SCHEDULE

Name of the work: SUPPLY AND INSTALLATION OF SYNTHETIC (FULL POLYURETHANE MINIMUM 14MM THICKNESS) ATHLETIC SURFACE IN ONE 'D' PORTION OF THE EXISTING 400MTS ATHLETIC TRACK OF CONIPUR MX PRODUCT AT NEHRU STADIUM, COIMBATORE.

File No:9530/S.I.3/2008

Sl.No.	Qty.	Unit	Description of work	Rate / Unit Rs.	Total Amount Rs.
1.	1110.00	Sq.M	Supplying and Installing of Synthetic (Full Polyurethane minimum 14mm thickness of Conipur Mx product) Athletic Surface in one 'D' portion of the existing 400M Athletic Track including necessary equipments as per the rules of IAAF.		
			Total Rs.		

Seal & Signature of the Contractor

Date: