

**MANONMANIAM SUNDARANAR UNIVERSITY, TIRUNELVELI**

*Phone: 0462-2338632(O), Fax: 0462-2334363*  
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**TENDER DOCUMENT FOR SUPPLY AND LAYING OF SYNTHETIC FLOOR IN  
INDOOR MULTISPORTS AREA**

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**I. TENDER NOTICE**

1. Sealed tenders are invited under two bid system viz. technical bid and financial bid from well established Companies registered under Indian Companies Act for “Supply and Installation of Synthetic flooring for Indoor Multisports Area and Its Accessories”. The eligibility conditions and scope of work are detailed in the relevant chapters of this tender document.
2. Tender document can be downloaded from the University website. Cost of the Tender document is **Rs.2,000** /- Bidder may submit the filled-in Tender Document along with due Annexures and enclosures, and two Demand Drafts for a sum of (i) Rs **2,000** towards Tender Document fee (ii) Rs 50,000/- towards Earnest Money Deposit drawn in favour of “The Registrar, Manonmaniam Sundaranar University”, from any one of the nationalized banks payable at Tirunelveli **before 3.00 pm on 21.03.2018**. Tender documents will not be accepted after stipulated last date and time under any circumstances.
3. Technical Bids will be opened at 04.00pm on **21.03.2018** and the bids will be scrutinized and evaluated by an empowered Committee. At the second stage, the Financial Bids of the technically responsive Bidders will be opened for evaluation of prices. Date of opening of Financial Bids will be intimated by the University.
4. The Registrar reserves the rights to amend or withdraw any of the terms and conditions specified in the Tender Document or to reject any or all the tenders in whole or in part without assigning any reason. Further Addendum/Corrigendum, if any, will be uploaded in the website of University only. The decision of Registrar, in this regard, shall be final and binding on all.

Date:  
Tirunelveli

Registrar

## II. CHECK LIST

S.No	Enclosure	Enclosed / Not Enclosed (Fill Yes/No appropriately)
1.	DD for cost of Tender Document	
2.	DD for EMD	
3.	Declaration	
4.	Authorization for Attending the Bid Opening	
5.	Undertaking	
6.	Pre-Qualification (Minimum Eligibility) Criteria Compliance Statement	
7.	Specimen Agreement	
8.	Performance Security Deposit / Bank Guarantee Form	
9.	Technical Bid – Bid Letter	
10.	Technical Bid – Bidder’s Particulars	
11.	Technical Bid - Project Methodology	
12.	Technical Bid -Bidder’s Previous Experience	
13.	Technical Bid - Completion of Similar Works	
14.	Technical Bid - Annual Turnover	
15.	Technical Bid - Technical Details of Supply and Laying of Synthetic Floor in Indoor Multisports Area	
16.	Technical Bid - Earnest Money Deposit Details	
17.	Financial Bid – Bid Letter	
18.	Financial Bid – Schedule of Prices	

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**Tender No. MSU/R/Sports/ Supply & Laying of Synthetic Floor in Indoor Multisports Area /2018/dated 02-03-2018**

**Date of Opening of Technical Bids: 21.03.2018 at 4.00 p.m**

**III. INSTRUCTIONS TO BIDDERS**

**1. Definitions**

- (i) "The University" means the "Manonmaniam Sundaranar University".
- (ii) "Tender Inviting Authority" / "Tender Accepting Authority" means the "Registrar, Manonmaniam Sundaranar University".
- (iii) "The Bidder" or "Tenderer" means the company who participates in this tender and submits bid.
- (iv) "The supplier" or "The contractor" means the successful bidder to whom the Purchase Order has been awarded and with whom the Tender Accepting Authority signs the Contract/Agreement for carrying out the works as per the Scope of the Work prescribed in this tender.
- (v) "The Contract" means the Agreement entered between the Tender Accepting Authority and the Tenderer, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein.
- (vi) "The contract price" means the price payable to the Successful Tenderer under the Contract /Purchase Order for full and proper performance of its contractual obligations.
- (vii) "The Goods" means all the materials/ services, which the Bidder is required to supply to the Tender Accepting Authority under the Contract.
- (viii) "The Services" means services ancillary to the Scope of Work hereinabove, transportation, any other incidental services and other obligations of the Bidder covered under the Contract.
- (ix) The "Day" means a working day.

**2. Tender Document:**

2.1 The Tender Document consists of the following:

- i. Notice Inviting Tender

- ii. Instructions to Bidders
- iii. Terms and Conditions of the Tender
- iv. Technical Bid format
- v. Financial Bid format (Schedule of Prices)

The Tender Document shall be downloaded from the University website *www.msuniv.ac.in* only. Tender Document fee shall be paid through a Demand Draft (DD) drawn for a sum of Rs.2,000/- in favour of “The Registrar, Manonmaniam Sundaranar University” in any nationalised bank payable at Tirunelveli.

**3. Clarification on Bid Document:** A prospective bidder requiring any clarification on the Tender Document may notify the Registrar (Manonmaniam Sundaranar University, Abishekapatti, Tirunelveli) in writing by Registered Post / Speed Post. Such requests for clarifications should be sent not later than seven days prior to original or extended last date for submission of the bids. Explanation to the query without identifying the source of the inquiry will be uploaded in the University website for the benefit of all the prospective bidders.

#### **4. Amendment:**

4.1 At any time, prior to the last date for submission of bids, the University may for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder(s), modify the Tender document by amendment(s). The amendment(s) will be uploaded in the University website only for the benefit of all the prospective bidders.

4.2 In order to provide reasonable time to the prospective Bidders for preparing their bids, taking into the consideration of the Amendments/Corrigendums, the Registrar may, at his discretion, extend the last date for submission of bids.

#### **5. Minimum Eligibility Criteria:**

The Company participating in the tender should fulfil the following criteria. It is mandatory that the photo copies of the certificates/ documents as the proof for fulfilling the Minimum Eligibility Criteria should be submitted by the tenderer.

- (i) The Bidder should be a company registered in India under Companies Act, 1956 or as amended and is operational for more than last three years i.e. 2014-15, 2015-16 & 2016-17 (Submission of photocopies of certificates is mandatory).  
Proprietorship & Partnership firms are not allowed to participate in this bid.
- (ii) The Bidder should have GST registration/Tax Index Number issued by the Commercial Tax Department of Government of India / Tamil Nadu (Submission of photocopies of certificates is mandatory).
- (iii) The Bidder should have experience of carrying out at least five (5, in number) such similar works of Supply and Laying of Synthetic Floor in Indoor Multisports Area during the last three years *i.e.*, 2014-15, 2015-16 & 2016-17. Copies of the work order executed in

the last three years and proof of successful completion of such works during the last three years should also be submitted (copy of invoice, installation). Submission of evidences is mandatory.

- (iv) The Bidder must have Average Annual Turnover of not less than Rs. 2.5 **Crores** in each of the last three financial years i.e. 2014-15, 2015-16 & 2016-17. For those bidders, who cannot furnish audited financial statements of 2016-17, provisional balance sheet signed by a Chartered Accountant shall be allowed. Certificate for average annual turnover given by a Chartered Accountant shall be submitted by the bidder. (Submission of evidences is mandatory)
- (v) The Bidder should have PAN number and should be an Income Tax Assessee. Copies of Indian Tax Returns filed for the last three financial years should be submitted (mandatory).
- (vi) The Bidder should have valid ISO Certificates.
- (vii) The Bidder should not have been blacklisted by the Government Departments/ other institutions. Declaration as in the specified format in Annexure 1 should be submitted. (Mandatory).

Mere fulfilment of the above Minimum Eligibility Criteria does not entitle the Bidder to demand that their Financial Bid be evaluated.

**Sub-letting of Work:** The Bidder should not assign, transfer or sublet or attempt to assign, transfer or sublet, whether wholly or in part, any portion of the work to any other entity.

**6. Preparation of Bids:** The bids prepared by the Bidder shall comprise of (i) **Technical Bid** and (ii) **Financial Bid**

6.1 The Bidder is **expected / advised to go through the Tender Document and understand all the instructions, forms, terms and conditions, scope of the work and specifications** in the Tender Document. Then the Bidder shall fill the Tender Document with required information pertaining to the firm, shall duly sign and stamp in all its pages and submit the bid with essential supportive documents and certificates. The Tender Document shall be submitted as per the procedure and requirements stipulated herein. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the tender in every respect shall be at the Bidder's risk and may result in rejection of the bid.

6.2 **Language:** The bids prepared by the Bidders, all correspondences and documents relating to the bid exchanged by the Bidder with the University shall be written in English only.

6.3 **Rejection of Incomplete and Conditional Tenders:** Incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.

6.4 **Non - Transferability:** This tender is non- transferable.

6.5 The Bidder shall bear all the costs associated with the preparation and submission of the tender. The Tender Accepting authority is not liable for these costs regardless of the conduct or outcome of the tendering process.

6.6 All the information/ documents sought should be provided with the Technical Bid in the same serial order as given in the Technical Bid.

6.7 The Check List of documents to be submitted with the Technical bid is provided in the Tender Document. All the documents submitted along with the Tender should be signed/certified by the authorized signatory of the bidding company. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the bid attest them.

6.8 There should be no handwritten materials, corrections or alterations in the bid. Technical details must be filled completely. Filling up of the Technical Detail Form using terms such as “OK”, “Accepted”, “Noted”, “As given in brochure/Manual” is not acceptable. The Tender Accepting Authority may treat bids not adhering to these guidelines as unacceptable.

6.9 Bidder can however use the technical and financial strength of his/her Parent Company/ Affiliate’s to fulfil the Technical and/or Financial Eligibility criteria mentioned above. In such case, the Bidder shall submit an Undertaking obtained from the Parent Company; furnish a certificate of relationship of Parent Company or Affiliate with the Bidder; furnish a certificate obtained from the Company Secretary towards shareholding pattern of the Parent Company with a resolution of the Executive / Governing Board of the Parent Company.

6.10 All the documents submitted in the bid must be legible and self attested. Otherwise the bid is likely to be rejected

**7. Bid Prices:** The rates/ prices should be quoted in Indian Rupees in words as well as in figures.

**7.1** Financial Bid shall specify the rates / prices in the format prescribed in the Financial Bid format (price schedule). Financial Bid should be properly signed. Unsigned hard copy of the Financial Bid will lead to rejection of the bid.

**7.2** Excise duty, sales tax, GST, packing charges, forwarding charges, etc., as applicable should be quoted separately. If these levies are not indicated separately, it will be considered as included in the price quoted.

**7.3** Only one price should be quoted for each item. If more than one price is quoted under different options, the rate quoted by the bidder in the first option only will be valid and considered for evaluation.

**7.4** No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained.

**7.5** The Bidder must quote the price against each item in the space provided in the respective columns of the format. (**N.B.** Price should not be indicated in any of the documents other than the Financial Bid).

7.6 If there are discrepancy between the prices quoted in words and figures, lower of the two shall be considered.

## **8. Signing of the Bids:**

- (i) The bid shall be typed or printed. All the pages of the Tender Document shall be numbered consecutively and shall be signed by the Bidder and stamped as proof of having read the contents therein and in acceptance thereof.
- (ii) All the entries in the bid document should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheets duly signed by the authorized signatory may be attached.
- (iii) The bid shall contain no interlineations, erasures or overwriting. Wherever it is necessary to correct errors, such corrections shall be signed by the person / persons signing the bid.
- (iv) Individual who sign the tender or other documents must specify whether he/she signs as:-
  - a) A “sole proprietor” of the concern or constituted Attorney of such sole proprietor.
  - b) A partner of the firm, if it is a partnership firm, in which case he/she must have authorization to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a Power of Attorney duly executed by the partners of the firm.
  - c) Director or Principal Officer duly authorized by the Board of Directors of the Company, if it is a Company.
- (v) A person signing in the Tender Document or in any documents forming part of the tender, on behalf of another person, should have an authority to bid such other person and if, on enquiry it appears that the person so signing had no authority to do so, the Registrar, Manonmaniam Sundaranar University, Tirunelveli may without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (vi) All the pages in the filled-in Tender Document, Technical Bid, Financial Bid, supportive documents, certificates, Annexure and all kinds of enclosures should be signed by the authorized signatory of the company.

### **N.B.**

- a. In case of partnership firm, a copy of the Partnership Agreement, or general Power of Attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the Partnership Agreement or the general Power of Attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- b. In the case of partnership firm, where no authority to refer disputes concerning the business of the partnership firm has been conferred on any parties, the tender and all other related documents must be signed by all the partners of the firm.



**9. Earnest Money Deposit (EMD):**

- (i) Bidder shall pay Earnest Money Deposit through a Demand Draft for a sum of Rs.50,000/- (Rupees Fifty thousand only) drawn from any Nationalized Bank in favour of “The Registrar, Manonmaniam Sundaranar University” payable at Tirunelveli.
- (ii) The EMD shall remain be valid for a minimum period of 45 days beyond the final validity period of bids (120 days).
- (iii) A bid received without EMD shall summarily be rejected as nonresponsive at the Technical Bid opening stage and the bid will be returned to the bidder unopened.
- (iv) The EMD for lesser amount / EMD not submitted in the prescribed manner will be rejected and will be returned to the bidder.
- (v) The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD in any case. The EMD of the unsuccessful bidder will be discharged/ returned to them within 30 days after finalization of award of the Tender without any interest.
- (vi) The successful Bidder’s Earnest Money Deposit will be discharged to the Bidder, when the work has been found as completed.
- (vii) The EMD may be forfeited, if
  - a) the bid is withdrawn by the respective bidder during the period of bid validity specified in the bid document;
  - b) the bidder fails to
    - 1. Sign the Contract/Agreement
    - 2. Furnish the Performance Security Deposit/Bank Guarantee within the time as in the document.

**10. Period of validity of bids:** The bid shall remain valid and open for acceptance for a minimum period of 120 days from the last date prescribed for receiving the bid. A bid valid for less than this period will be rejected by the Tender Accepting Authority as nonresponsive.

**11. Submission of Bids:**

11.1 Submission of bids shall be in accordance with the instructions given in the following table:

<b>Envelope No. 1: EMD</b>	The envelope containing the DDs drawn towards EMD and Cost of Tender Document shall be sealed and super scribed with “ <b>Tender Document Fee and EMD – Synthetic flooring for Indoor Multisports Area and Its Accessories</b> ” with Tender number and Date.
<b>Envelope No. 2: Technical Bid</b>	<ul style="list-style-type: none"><li>• The duly filled-in Technical Bid as per the format prescribed in the Tender Document along with the required documents and certificates shall be in a separate sealed envelope of appropriate size.</li></ul>

	<ul style="list-style-type: none"> <li>• The sealed envelope should be super scribed with “<b>Technical Bid - Synthetic flooring for Indoor Multisports Area and Its Accessories</b>” with Tender Number and Date.</li> <li>• This envelope <i>should not</i> contain the financial bid, in either explicit or implicit form, in which case the bid will be rejected.</li> </ul>
<b>Envelope No. 3: Financial Bid</b>	<ul style="list-style-type: none"> <li>• The Financial Bid shall be in a separate sealed envelope as per the format prescribed in the Tender Document.</li> <li>• The sealed envelope should be super scribed with “<b>Financial Bid - Synthetic flooring for Indoor Multisports Area and Its Accessories</b>” with Tender Number and Date. (Not to be opened with the Technical Bid)</li> </ul>
<b>Envelope No. 4: Outer Main Envelope</b>	All the above three envelopes should be put in Envelope No.4 which shall be properly sealed and super scribed with “Tender for Synthetic flooring for Multi sports Area and Its Accessories” with Tender Number and Date.
<b>Note:</b>	<ul style="list-style-type: none"> <li>(i) The outer and inner envelopes mentioned above shall indicate the name, address and contact name along with phone number of the Tenderer.</li> <li>(ii) The Bidder must submit samples wherever it has been advised in the Scope of the Work given in Section 18 of Chapter IV</li> </ul>

All the envelopes shall be addressed to: **The Registrar, Manonmaniam Sundaranar University, Abishekapatti, Tirunelveli, Tamil Nadu – 627 012**

**11.2** Submission of bid without the EMD amount and/or without the Tender Document Fee will be treated as “Tender without EMD and/or Tender without Tender Document Fee” and will lead to no acceptance of the bid by the Tender Accepting Authority

## **12. Last Date for Submission of Bids:**

12.1 The Envelope No.4 consisting of the Envelopes 1,2 & 3 shall be submitted to “The Registrar, Manonmaniam Sundaranar University, Abishekapatti, Tirunelveli- 627012” by post so as to reach at or before 03.00 pm. of 21.03.2018. The University will not be held responsible for postal delay or delay due to any other reasons. The Envelopes not super scribed with the Tender details are liable to be ignored.

12.2 No bids will be received/ accepted after the prescribed last date and time for submission of Tender Documents.

12.3 The Registrar may, at his discretion, extend the last date for submission of bids through the issuance of an amendment for the reasons mentioned therein. In which case all rights and obligations of the University and the bidders subject to previous time schedule shall thereafter be subject to the time schedule extended.

12.4 Submission of the bids in time is the responsibility of the Bidder.

12.5 E-Mail / Fax offers will be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing time of the prescribed last date will be considered as a valid bid.

12.6 If the last date for prescribed submission of Bids is declared as a holiday for the Tender Accepting Authority, the bids shall be received up to the prescribed time on the next working day.

### **13. Modification and Withdrawal of Bids:**

13.1 The Bidder may modify or withdraw the bid after submission provided the written notice of the modification or withdrawal is received by the University prior to the last date prescribed for submission of the bids.

13.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched as required in the case of bid submission in accordance with the procedure of submission of bid. A withdrawal notice may also be sent by E-Mail / fax but followed by a signed confirmation copy by post, which should be received by the University before the last date for submission of bids.

13.3 No bid shall be modified subsequent to the last date for submission of bids.

### **14. Bid Opening:**

(i) Envelope No.1 containing the DDs drawn towards EMD and cost of Tender Document Fee will be opened in the presence of the Registrar, Finance Officer, Director of Centre for Purchase, and the Head of the Department of Physical Education and Sports of the University at the time mentioned in the Tender Notice on the last date for submission of bids in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present. If the prescribed EMD and Tender Document Fee are found as not submitted, the Bid will summarily be rejected. The Technical Bid and the Financial Bid of such Tenderers will not consider for opening and evaluation. The representatives are required to bring photo identity card issued by the firm / employer and also a copy of the authorization as given in the Annexure-2.

(ii) Envelope No. 2 containing the Technical Bid will then be opened on the same day of Opening of Envelope No.1 in the presence of the Registrar , Finance Officer, Director of Centre for Purchase and the Head of the Department of Physical Education and Sports of the University. The Bidder's names, the list of documents submitted / not submitted and such other details will be announced at the time of bid opening.

(iii) Envelope No.3 containing the Financial Bid of those bidders, whose Technical Bids are found to be generally in order will be opened in the presence of the Registrar , Finance Officer, Director of Centre for Purchase and the Head of the Department of Physical Education and Sports of the University on a later date. The date and Time of opening of Financial Bids will be intimated in advance to the technically substantively responsive bidders.

(iv) If the date prescribed for opening of bids is declared as a holiday, the tenders will be opened on the next working day.

## 15. Technical Bid Evaluation:

- 15.1 (i) An empowered Committee consisting of the Registrar, Finance Officer, Director of Centre for Purchase and the Head of the Department of Physical Education and Sports of the University will scrutinize the Technical Bids. They will Examine the technical bids to determine whether they are complete, whether documents have been furnished, properly signed whether the bids are generally in order and they fulfil the minimum eligibility criteria.
- (ii) Technical Evaluation Committee will examine/ evaluate the technical bids to determine whether they are substantive responsive in the technical aspects of the tender. The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- (iii) A bid determined as substantively nonresponsive will summarily be rejected by the Tender Accepting Authority and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non conformity.

**15.2 Details of Demonstration of the Solution:** The bidder shall demonstrate the actual working of the system before the Technical Evaluation Committee, if required. The bids of the tenderers, who fail to provide the demonstration or provide unsatisfactory demo will be rejected.

## 16. Financial Bid Evaluation and Comparison of Technically Substantively Responsive Bids:

- 16.1 (i) The University will shortlist those tenders which fulfil the minimum eligibility criteria and the Technical Bids are substantively responsive for opening of financial bid. Technically qualified bidders will be intimated about opening of financial bids. The financial bids of technically substantively not responsive bidders will not be considered for opening and evaluation.
- (ii) An empowered Committee consisting of the Registrar, Finance Officer, Director of Centre for Purchase and the Head of the Department of Physical Education and Sports of the University will open the Financial Bids in the presence of the authorised representatives of the technically qualified Bidders.
- (iii) Purchase Committee will evaluate the bids to determine whether
- (i) they are complete;
  - (ii) the requisite bid securities have been furnished;
  - (iii) the bids have been properly signed and stamped; and
  - (iv) the bids are generally in order.
- (iv) Only summary of prices quoted by the Bidders will be read out.
- (v) Financial Bids will be verified for arithmetical errors, if any, in computation and summation. Errors will be dealt as follows:

- (a) If there is discrepancy between the amount quoted in figures and in words, amount in words will govern;
  - (b) Incorrectly added totals will be corrected;
  - (c) In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail; If a bidder does not accept the correction of errors as outlined above, such bid is liable for rejection.
- (vi) The University may waive any minor infirmity or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
  - (vii) The Tender Accepting Authority may at its discretion discuss with the Bidder(s) to clarify contents of their financial bid.
  - (viii) The Tender Inviting Authority, keeping in view the objective of cost effective and sustainability may negotiate with the Bidder. If the negotiation is not satisfactory, the Bidder with whom negotiation carried out will be rejected and negotiation then will be done with other Bidder as deemed fit.

16.2 Evaluation of the bids will take into account, in addition to the bid amounts, the following factors:

- i. Arithmetical errors corrected in accordance with relevant clause;
- ii. Such other factors as may be considered to have a potentially significant impact on contract execution price and payments. Offers, deviation and other factors, which are in excess of the requirements of the bid documents or otherwise result in the accrual of unsolicited benefits to the University, shall not be taken into account in bid evaluation.

**17. Clarification of Bids:** To assist in the examination, evaluation and comparison of bids, the empowered Committee/ official may ask the Bidders individually for clarification of their bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing or E-mail or Fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered during the evaluation of the bids in accordance with Clauses 16.1 (v) and 16.2 hereof. The Tender Accepting Authority may ask the Bidder(s) for additional information and visit the Bidder's site and/or ask for technical presentation and may arrange for discussions with their professional, technical faculties to verify claims made in Technical Bid documentation.

**18. Determination of Eligibility & Responsiveness:**

- (i) The Empowered Committees will determine whether the bid is substantively responsive to the requirements of the tender. For the purpose of this clause, a substantively responsive bid is defined as a bid which conforms to the prescribed minimum eligibility criteria, all the terms & conditions and prescribed technical specifications without any deviation or reservation.
- (ii) A bid which in relation to the cost estimates of the empowered Committee is unrealistically priced and which cannot be substantiated satisfactorily by the Bidder may be rejected as nonresponsive.

**19. Contacting the University:**

- (i) Subject to Clause 17, no bidder shall try to influence the University on any matter relating to their bid, from the time of the bid opening till the award of Tender.
- (ii) Any effort by the Bidder to influence the University in the bid evaluation, bid comparison or Tender award decision, shall result in the rejection of the bid.

**20. Corrupt, Fraudulent Practice / and Misrepresentation:**

- (i) The Tender Accepting Authority requires that the bidders/suppliers/ contractors under this tender should observe the highest standards of ethics during the procurement and execution of the work.
- (ii) For the purposes of this provision, the terms defined for CORRUPT, FRAUDULENT PRACTICES / and MISREPRESENTATION will be as per Law.
- (iii) The Tender Accepting Authority will reject a bid for award, if it is determined that the Bidder recommended for award of tender has engaged in corrupt or fraudulent practices in competing for the tender in question.
- (iv) The Tender Accepting Authority shall declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a tender.
- (v) After the opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of Tender shall not be disclosed to Bidders or other persons not officially concerned with such process.
- (vi) Any effort by the Bidder to influence the University in the process of examination, clarification, evaluation and comparison of bids and decision concerning the award of contract may result in the rejection of the Bidder's bid.

**21. Award of Tender:** Subject to Clause 15 through Clause 20 the tender shall be awarded with the approval of the competent authority to the Bidder whose bid has been determined to be eligible, substantively responsive and has offered the lowest price, subject to the selection of the sample by the empowered Committee provided and further who has the capability and resources to carry out the tender work effectively.

The bidder who has been selected for the award of tender after the evaluation of financial bids is known as "Successful Bidder".

**22. Right to accept / reject any or all Bids:** Notwithstanding any Clause, the Registrar, Manonmaniam Sundaranar University reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of tender, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the said action.

### **23. Notification of Award of Tender:**

- (i) Prior to the expiry of the prescribed period of bid validity, the Tender Accepting Authority will notify the Successful Bidder by Fax or e-mail or letter confirming in writing that his/her bid has been selected for the award of tender.
- (ii) The notification of award will constitute the formation of the tender work.
- (iii) Upon furnishing Performance Security Deposit/Bank Guarantee by the Successful Bidder in accordance with the provisions contained in the Tender Document. Tender Accepting Authority may at his /her discretion notify the unsuccessful Bidders that their bids have been unsuccessful.
- (iv) The EMD amount paid by the unsuccessful Tenderers will be refunded after the issuance of the award of Tender.

### **24. Signing of Agreement and Furnishing Performance Security Deposit / Bank Guarantee:**

- (i) Upon the receipt of notification of award, the Successful Bidder shall enter into an Agreement with The Registrar, Manonmaniam Sundaranar University. For this purpose, the Successful Tenderer shall prepare a draft Agreement in accordance with the format given in Annexure 5 in the Bid Document and submit the same to the Registrar within a week from the date of receipt of notification of award. The Registrar will return the duly approved draft Agreement within ten days from the receipt of the draft. The successful bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the Successful Bidder, all at his/her own cost within two weeks from the receipt of the approved draft along with the Performance Security Deposit/Bank Guarantee in accordance with the conditions of contract, in the format as per Annexures - 5 & 6 provided in this document or in any another form acceptable to the Tender Accepting Authority.
- (ii) The Tender Accepting Authority for exigency or any other valid reasons may allow further time to furnish the Performance Security Deposit / Bank Guarantee.
- (iii) The Performance Security Deposit shall be in the form of a Bank Guarantee, in the prescribed format as per Annexure-6, issued by a Nationalized Bank in India acceptable to the Tender Accepting Authority.
- (iv) The Performance Security Deposit/ Bank Guarantee shall be discharged by the Tender Accepting Authority and returned to the Bidder within thirty (30) days after the successful completion of the work/at the end of contract period/extension period whichever is later.

### **25. Annulment of the Award:**

- (i) Failure of the Successful Bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of award and forfeiture of the Bid Security in which case the University may make the award to any other Bidder at the discretion of the University or call for new bids.

- (ii) Failure of the Successful Bidder to execute an Agreement, proposed in the Tender Document (Conditions of Contract) and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security Deposit / Bank Guarantee, in which event the Tender Accepting Authority may make the award cancelled.
- (iii) University reserves the rights to disqualify the Bidder for a suitable period who habitually failed to complete the prescribed work of this Tender in time. Further, the Bidder whose items do not perform satisfactorily may also be disqualified for a suitable period as decided by the University.
- (iv) University reserves the rights to blacklist a Bidder for a suitable period in case the Bidder fails to honour his/her bid without sufficient grounds.

**26. Parties and Addresses:**

- a) *Parties:* The parties to the Contract are the Bidder to whom the work will be awarded and The Registrar, Manonmaniam Sundaranar University, Tirunelveli.
- b) *Addresses:* For all purposes of the contract including arbitration there under, the address of the Contractor mentioned in the tender shall be final unless the Contractor notifies a change of address by a separate letter sent to the “The Registrar, Manonmaniam Sundaranar University, Tirunelveli”. The Contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

**27. Binding Clause:** All decisions taken by the Tender Accepting Authority regarding the processing of this tender and award of tender shall be final and binding on all parties concerned. The Tender Accepting Authority reserves the rights

- (i) to vary, modify, revise, amend or change any of the Terms and Conditions in this Bid except the period of work;
- (ii) to reject any or all the tender(s) without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of tender, without thereby incurring any liability to the affected Bidder(s) and to inform the affected Bidder(s) of the grounds for such decision; and
- (iii) to reject summarily any hypothetical, ambiguous or conditional tenders.

**28. Interpretation of the Clauses:** In case of any ambiguity in the interpretation of any of the Clauses in the Tender Document or the Agreement, the Tender Accepting Authority’s interpretation of the Clauses shall be final and binding on all parties.



## 29. Important Dates:

Date of commencement of downloading the Tender Document	07.03.2018 (11.00 a.m.)
Date of Pre-Bid Meeting	14.03.2018 (11.00 a.m.)
Last date for receipt of filled-in Tender Document with due Annexures	21.03.2018 at 3.00 pm
Date of Opening of Technical Bids and Scrutiny	21.03.2018 at 4.00 pm

## IV. TERMS AND CONDITIONS OF THE TENDER

### 1. Application

The general conditions for the Procurement of Goods & Services made by the University shall be applied.

### 2. Agreement

The successful Tenderer/supplier should execute an Agreement with the Tender Accepting Authority as per Annexure 5 provided in the Tender Document.

### 3. Delivery

The work should be commenced immediately or as per the schedule of time agreed from the date of issue of Purchase Order. The Tender Accepting Authority / an Officer /a Committee appointed by the Registrar of the University will monitor the quantity and quality standards of goods and the efficiency of the services deployed as per the Scope of the Work meeting the requirements of the University.

### 4. Standards

- 4.1 The goods /services supplied under this tender shall conform to the standards prescribed and specifications mentioned there against the goods / services in the financial bid.
- 4.2 The Supplier should furnish the specifications of the goods /services offered in the tender. No change shall be permitted after opening of bids.
- 4.3 The documentary evidence in conformity with the Bid Document may be in the form of literature / data and shall furnish to Tender Accepting Authority as compliance to the technical specifications and commercial conditions of the goods and services.
- 4.4 For the purpose of compliance to be furnished pursuant to the Clause above, the Supplier shall note that the standards of workmanship, material and equipment and reference to brand names or catalogue number, designated by the Registrar on behalf of the University in the Technical Specifications are intended to be descriptive only and not restrictive.

- 4.5 The Supplier is responsible for, and obliged to conduct all activities as defined in the Scope of Work or wherever contained in this document, in accordance with the tender. The tenderer is obliged to work closely with the staff of the Tender Accepting Authority and abide by all the instructions and directives issued by them.
- 4.6 The Supplier shall treat as confidential all data and information about the Tender Accepting Authority, obtained in the execution of his/her responsibilities, in strict confidence and shall not reveal such information to any other party without prior written approval of the Tender Accepting Authority.
- 4.7 The Supplier must act in good faith and at all times extend his/her fullest cooperation to the University, its employees and agents during the execution of the work prescribed in this tender.
- 4.8 The Supplier shall have no authority to commit the University to any additional costs, fees or expenses in connection with the work.
- 4.9 The Supplier shall report immediately to the University any circumstances or events which might reasonably be expected to impair or prejudice the performance of the Services.

## **5. Penalty for substandard / inferior quality**

- 5.1 A penalty of 20% of the value of the items shall be imposed on the Supplier for supplying items which are sub standard (inferior quality) / not as per approved sample, if any. Further the Supplier is liable for blacklisting.
- 5.2 If the Supplier does not supply the items or provide the services / does not make available the items within the stipulated period as indicated by the University, the University reserves the rights to arrange for supply from another firm and the Supplier will have to reimburse the additional expenditure, if any, incurred to the University.
- 5.3 For any other irregularities, mistakes, etc., penalty at the discretion of Tender Accepting Authority will be imposed.

## **6. Supply in Original Packing**

The items (wherever applicable) shall be supplied in standard packing as mentioned in the Scope of the Work clearly indicating the details in the label pasted outside the cartons. The supply of items/goods/materials shall be completed as prescribed in the Purchase Order.

## **7. Change in Quantity and/or orders**

- 7.1 Quantity given in the Financial Bid is approximate. It may likely to vary.
- 7.2 The Tender Accepting Authority may at any time, by written order given to the Supplier, make changes within the general Scope of the Work in any one or more of the services to be provided by the Supplier.

7.3 If any such change causes an increase or decrease in the cost, or the time required for the Supplier's performance of any provisions under the work, an equitable adjustment shall be made in the Contract Price or delivery services, or both, and the Tender Award shall accordingly be amended.

7.4 Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of receipt of the Tender Inviting Authority's change order.

7.5 Expert Committee constituted by the Tender Accepting Authority shall validate all such claims. The rate applicable for such adjustment shall be the rate as fixed by the Tender Inviting Authority.

7.6 The Supplier shall make available to the Tender Accepting Authority, the documents and records related to the performance of the Supplier for verifying the authenticity of the claims made.

## **8. Validity of Rates**

Rates quoted should be valid for a period of minimum of one year from the date of signing of the Agreement. Bids quoting the rates valid for periods less than one year will be considered nonresponsive.

## **9. Liquidated Damages**

9.1 If the Supplier fails to deliver the goods and/or services within the period prescribed for delivery, the University shall be entitled to recover from the Supplier 0.5% of the value of the delayed supply with reference to the delivery date given in the Purchase Order up to 7 days and thereafter at the rate of one percent (1.0%) of the value of the delayed supply for each week of delay or part thereof.

9.2 The proceeds of the Performance Security Deposit/Bank Guarantee shall be payable/returnable to the Tender Accepting Authority as compensation for any loss resulting from the Supplier's failure to complete his/her obligations under the Agreement. The Performance Security Deposit / Bank Guarantee / shall be forfeitable for non-performance of the Agreement and there shall not be any relaxation to anybody.

9.3 The Supplier shall abide by the job safety measures prevalent in India and shall free the Tender Accepting Authority from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Supplier's negligence. The Supplier shall pay all indemnities arising from such incidents and shall not hold the Tender Accepting Authority responsible or obligated.

9.4 In the event of any amendment, the Supplier shall, within 15 days of receipt of such amendment, furnish the amendment to the Performance Security Deposit / Bank Guarantee, rendering the same valid for the duration of the Agreement, as amended for further period of 60 days thereafter.

## **10. Termination for Default**

10.1 The University may, without prejudice to any other remedy for breach of Tender Award/ Agreement, by written notice of default sent to the Supplier, terminate the Tender Award/ Agreement in whole or in part, if

- (a) the supplier fails to deliver any or all the goods/items within the time period(s) specified in the Purchase Order, or any extension thereof granted by the University;
- (b) the Supplier fails to perform any other obligation(s) under the Agreement; and
- (c) the Supplier, in either of the above circumstances, does not remedy his/her failure within a period of 15 days (or such longer period as the University may authorize in writing) after receipt of the default notice from the University.

10.2 In the event, the University terminates the Agreement/ Tender Award in whole or in part, the University may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the University for any excess cost for such similar goods. However, the Supplier shall continue the performance of the Tender Award/ Agreement to the extent not terminated.

## **11. Termination for Insolvency**

The University may at any time terminate the Tender Award/ Agreement by giving written notice to the Supplier, without compensation to the Supplier. If the Supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the University.

## **12. Set Off**

Any sum of money due and payable to the Supplier (including Performance Security Deposit) under Tender Agreement may be appropriated by the University or the Registrar or any other person(s) contracting through the University and set off the same against any claim of the University or Registrar or such other person or person(s) for payment of sum of money arising out to Tender Agreement or under any other Agreement made by the Supplier with the University or Registrar or such other person(s) contracting through the University.

## **13. Mode of Payment**

13.1 Invoice(s) in duplicate is/are to be sent / furnished by the Supplier at the time of delivery of goods/materials. The duplicate will be returned by the Head of Department/ Director/ Registrar concerned or the Officer authorized by him with the quantities or numbers received duly noted thereon. The Supplier should send his/her bill(s) in duplicate after the supply of complete set of items in the tender to the Head of the Department /Director /Registrar concerned indicating the amount due correctly calculated according to the prices agreed upon. After examination of the claim subject to any deduction by the Head of the Department /Director/ Registrar (may be authorized to make under the tender), the Supplier

shall be entitled to the payment of the bill(s) within a reasonable period of time only after the satisfactory operation of the equipment. .

13.2 The Supplier shall quote the rates in Indian Rupees only.

13.3 The office of The Registrar, Manonmaniam Sundaranar University will deduct Income Tax and other statutory taxes at source at the rate as applicable from time to time.

13.4 For claiming the payment, Invoice / Proforma Invoice duly pre-receipted should be submitted:

13.5 No payment will be made for goods rejected at the site on testing. Also, no payment will be made for rejected items, which do not conform to the specifications stipulated.

13.6 The Supplier/ local agent is required to watch the shipment and advice to the concerned “Head of the Department”, Manonmaniam Sundaranar University, Tirunelveli 627 012 by **Fax and e-mail** about the shipment on the same day for speedy clearance of cargo. If this University is forced to pay the demurrage in the absence of the receipt of information of shipment, the Supplier will be held responsible for the demurrage, the Supplier has to collect it from the local agent and pay to Manonmaniam Sundaranar University.

#### **14. University’s Rights**

14.1 The Tender Accepting Authority reserves the rights to accept/reject any or all the Bids in whole or in part and annul the bidding process without assigning any reason whatsoever.

14.2 The Tender Accepting Authority reserves the rights to award the Tender to more than one Bidder, if required.

14.3 The Tender Accepting Authority reserves the rights to relax/withdraw any of the Terms and Conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the Bidders and also during the course of the execution of the work.

14.4 The Tender Accepting Authority reserves the rights to open Financial Bid even if one Bidder qualifies in the Technical Bid evaluation or only one Bid is received in response to the Tender Notice. However in the case of one Bid, the power to negotiate with the Bidder will be reserved with the Tender Accepting Authority.

14.5 If the Supplier, after award of the Tender, violates any of the Terms and Conditions and /or fails to honour his/her bid without sufficient grounds and within reasonable time, the Supplier shall be liable for blacklisting for a suitable period. The EMD and Performance Security Deposit/Bank Guarantee shall be forfeited.

#### **15. Settlement of Disputes**

All disputes, differences and questions arising out of or in any way touching or concerning the Tender/Award Agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Registrar. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the

parties. No part of the Tender Award/Agreement shall be suspended on the ground of pending arbitration proceedings.

Any legal dispute arising out of any breach of Terms and Conditions/Agreement pertaining to the Purchase Order will be settled in the Court of competent Jurisdiction within Tirunelveli.

## **16. General/Others**

- 16.1 The Supplier shall not assign or sub-contract the assignment or any part thereof to any other Supplier except with the prior consent obtained in writing from the University and provided the University shall have specifically approved such other Bidder. The University may in its sole discretion and without assigning any reason refuse to give such consent.
- 16.2 If it is found that the Supplier has violated these conditions, the Purchase Order will be terminated forthwith without any notice and EMD and Performance Security Deposit will be forfeited.
- 16.3 The Supplier will be bound by the details furnished by him/her to Registrar, while submitting the tender or at subsequent stage. In case, any of such documents furnished by the Supplier is found to be false at any stage, it would be deemed to be a breach of Terms and Conditions/Agreement making the Bidder liable for legal action besides termination of Agreement.
- 16.4 The Supplier shall be entirely responsible for all taxes, duties, license fees, road permits etc. No increase in the rates shall be allowed during the period of the Agreement.
- 16.5 The quality and quantity of the works may be increased or decreased in accordance with the requirements of the Tender Inviting Authority.
- 16.6 Additional Terms and Conditions will be incorporated in the Purchase Order, if needed, to safeguard the interests of the University.
- 16.7 Shortage or External damages due to defective packing should be replaced by the Supplier at free of cost.
- 16.8 The University reserves the rights to cancel the contract and entrust the work to any other third party/agency in the event of any breach of Terms and Conditions prescribed in the Tender Document and in the Agreement committed by the Supplier or failure to perform to contract in part or whole or by any neglect of instructions of the University by the Supplier and any additional expenditure that may be incurred by the above process shall be recovered from the Supplier apart from claiming any damages or any loss to the University, besides forfeiture of EMD and Performance Security Deposit/Bank Guarantee in full.

## **17. Scope of the Work**

- a. Supply of Synthetic floor with the specifications mentioned below and the same shall be laid in the Multisports Area at the Department of Physical Education and Sports, Manonmaniam Sundaranar University, Abishekapatti Campus, Tirunelveli and its related services shall be provided.

- b. The scope of supply of the goods shall also include complete insurance and in-transit transportation.
- c. It shall be responsibility of the Supplier to ensure that all the works as per Scope of the Work with specifications are completed for safe and efficient working of the system.
- d. All the necessary co-ordination with regard to sub-contracted works, if any, shall be carried out by the Supplier only with prior approval of the Tender Accepting Authority. The Tender Accepting Authority will communicate only with the Supplier for all matters pertaining to this contract.
- e. The copyright in all drawing, documents and other materials containing data and information furnished to the Tender Accepting Authority by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Tender Accepting Authority directly or through any third party by the Supplier including suppliers of materials, copyright in such materials shall remain vested in such third party.

### **18. Warranty/Guarantee:**

Synthetic floor in Indoor Multisports Area with all accessories shall be under warranty for a minimum period of 8-10 years from the date of handing over of to the University.

The Scope of Work under warranty and maintenance periods includes supply of all required spares necessary for smooth operation of the system. List of minimum tools and tackles proposed to be kept at the Department of Physical Education and Sports by the Supplier during warranty and maintenance period shall be indicated in the bid.

Document such as user manuals and other relevant materials shall be provided by the Supplier at free of cost.

The University will not be held responsible for any consequence arising out of patent right problems.

### **System Description:**

The Synthetic Flooring is suitable for Indoor Multisports play area with following criteria:

Resilience is required to meet the requirements of various dynamic movements and loads during the game of play. Also the flooring is required to protect the musculoskeletal system and the joints of the players and to avoid injuries from falling. High ball rebound is required, so that the surface is adapted for Basketball, Handball, Badminton, Volleyball, etc.. The synthetic material shall be used in all areas and in all climates which shall be easy for cleaning and maintenance by everyone.

**Specification:**

<b>Specifications for Synthetic Flooring in Indoor Multisports Area</b>		
1	Materials	Top layer (4mm): Coarse-grain EPDM (Ethylene Propylene Diene Monomer (M-class) Rubber) colour granules bonded with PU-elastomer.  Elastic layer (Underlay): Fine-grain recycled tyre rubber granules bonded with PU-elastomer.  Note: The elastic layer and the top layer should be delivered as separately and both pasted on site only.
2	Colour(s)	Red & Blue
3	Thickness(es)	Top layer : 4 mm ( $\pm$ 0.3 mm)  Elastic layer : 4 mm ( $\pm$ 0.3 mm)
4	Area weight	Top layer: approx. 4.4 kg/m <sup>2</sup> (at 4 mm)  Elastic layer: approx. 3.1 kg/m <sup>2</sup> (at 4 mm)
5	Hardness	60 $\pm$ 5 Shore A
6	Temperature range	-30°C to 80°C
7	Water permeability	impermeable
8	Force reduction	20 %
9	Ball rebound	100 %
10	Coefficient of friction	0.80 $\mu$
11	Anti-slip property	R 10
12	Friction (dry/ wet)	101 / 56
13	Vertical deformation	0.6 mm
14	Sports	Multi-sports (Basketball, Volleyball, Badminton, etc.,)
15	Documentation	All the necessary documents, maintenance & product manual, test report should be supplied with system
16	Future upgradation option:	The system should have embedded technology so that it can be upgraded with various attachments in



		future.
17	Training	The Supplier will be responsible for providing complete training of the Personnel of the Department of Physical Education and Sports, Manonmaniam Sundaranar University.

## **TECHNICAL BID**

### **Proforma for Submission of Technical Bids**

(In accordance to the Annexures mentioned)

1. Bid Letter (Annexure 7)
2. Bid Particulars (Annexure 8)
3. Bidders's Project Methodology pertaining to Supply and Laying of Synthetic floor in Multisports Area at Manonmaniam Sundaranar University, Tirunelveli (Annexure 9)
4. Details about similar works undertaken in the past along with their cost (Annexure 10)
5. Details of completion of similar works by the Bidder (Annexure 11)
6. Details of Annual Turnover (Annexure 12)
7. Technical details of the materials required for laying Synthetic Floor.(Annexure 13)
8. Details of Earnest Money Deposit (Annexure 14).
9. All the pages in the Technical and Financial Bids must be signed by the Bidder.
10. A Letter of Authorization is necessary if anyone other than the Bidder or an employee of the Bidder attends Bid Opening (Annexure 2).

**FINANCIAL BID**  
**Bid Letter**

To

.....  
.....  
.....

Sir,

I/We declare:

that I/we am/are sole owner/authorized agents/ of

.....  
.....

I/We hereby offer to provide Services at the prices and rates mentioned in the Financial Bid of this Tender.

I/We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the Purchase Order and as per the Terms and Conditions of the Bid and that we shall perform all the incidental services. The prices quoted are inclusive of all charges for Laying of Synthetic floor in Multisports Area at Department of Physical Education and Sports, Manonmaniam Sundaranar University, Abishekapatti Campus, Tirunelveli.

I / We enclose herewith the complete Financial Bid as required by you in prescribed format. We have carefully read and understood the Terms and conditions of the tender and the conditions of the award of contract applicable to the tender and we do hereby undertake to provide the services as per the Terms and Conditions.

Certified that we are:

A sole proprietorship firm and the person signing the tender is the sole proprietor/ constituted attorney of the sole proprietor,

Or

A partnership firm, and the person signing the tender has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the Partnership Agreement/by virtue of general Power of Attorney,

Or

A company and the person signing the tender is the constituted Attorney.

NOTE: Delete whichever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the Tender Document.

I/We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between me/us.

Date:

Name & Signature of authorized representative

Name of Agency:

Full Address :

Company Seal :

Details of Enclosures:

## Financial Bid Format

### Laying of Synthetic floor in Multisports Area at Department of Physical Education and Sports, Manonmaniam Sundaranar University Campus at Abishekapatti, Tirunelveli

Sl.No	REQUIREMENT	Amount
1.	Top Layer (4 mm): Coarse-grain EPDM (Ethylene Propylene Diene Monomer (M-Class) Rubber) colour granules bonded with PU-elastomer	
2.	Ealstic layer (Underlay) (4 mm): Fine-grain recycled tyre rubber granules bonded with PU-elastomer	
3	Additional accessories (if necessary)	
	Handling Charges (including insurance coverage) (in INR)	

In words : **Price** .....

Signature :

Date :

Name :

Place :

Designation :

**Note :**

1. In the financial bid format, the rate shall be quoted in Indian Rupees in **figures and words**. In case of discrepancy between the rate quoted in **figures and words**, the **lower of the two will be taken as final** and shall be binding on the Bidder.
2. Rates are to be quoted inclusive of all Taxes.

**Tender No. MSU/R/SPORTS/ Supply & Laying of Synthetic floor in Multisports Area /2018/1  
dated: 05.03.2018**

**TENDER DOCUMENT FOR LAYING SYNTHETIC FLOOR IN MULTISPORTS AREA**

**DECLARATION**

**From**

M/s. ....  
.....  
.....

**To**

The Registrar  
Manonmaniam Sundaranar University  
Tirunelveli – 627 012

Dear Sir,

1. I/We have read and understood the contents of the Tender Document and agree to abide by the Terms and Conditions of this Tender.
2. I/We also confirm that in the event of my/our Tender being accepted, I / we hereby undertake to furnish Performance Security Deposit, as applicable, in the form of Demand Draft (or) Bank Guarantee in the format as prescribed in Annexure 6.
3. I/We further undertake that none of the Proprietor/Partners/Directors of my/our firm was or is Proprietor or Partner or Director of any firm with whom the Government has banned / suspended business dealing and blacklisted.
4. I/We further undertake to report to the Registrar, Manonmaniam Sundaranar University, Abishekapatti, Tirunelveli – 627012, immediately after we are informed but in any case not later than 15 days, if the Proprietor /Partners/Director of my/our firm is the Proprietor / Partner / Director of such a firm which is blacklisted/banned/suspended in future during the period of the contract with you.

Yours faithfully,

Signature of the Tenderer

Date:

Name:

Designation:  
Seal of the Company

**Tender No. MSU/R/SPORTS/ Supply & Laying of Synthetic floor in Multisports Area /2018/1  
dated: 05.03.2018**

**TENDER DOCUMENT FOR SUPPLY AND LAYING OF SYNTHETIC FLOOR IN  
MULTISPORTS AREA**

**LETTER OF AUTHORIZATION FOR ATTENDING THE BID OPENING**

Sub. Authorization for attending the opening of Technical Bid and Financial Bid of the  
above mentioned tender - reg

Following person is here by authorized to attend the bid opening of the tender mentioned above on  
behalf of M/s. ----- (name of the bidder)

Name: Specimen signature

Alternate Representative

Name: Specimen Signature

Signature of the Bidder

Or

Officer authorized to sign the bid documents on behalf of the Bidder

Note:

1. Maximum of one representative will be permitted to attend bid opening. Alternate representative will be permitted when regular representative is not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.
3. Permission will be denied in case the photocopy of the duly filled-in form is not brought at the time of opening.

**Tender No. MSU/R/SPORTS/ Supply & Laying of Synthetic floor in Multisports Area /2018/1  
dated: 05.03.2018**

**TENDER DOCUMENT FOR SUPPLY AND LAYING OF SYNTHETIC FLOOR IN  
MULTISPORTS AREA**

**UNDERTAKING**

From

M/s. ....  
.....  
.....

To

The Registrar  
Manonmaniam Sundaranar University  
Tirunelveli – 627 012

Dear Sir,

This is to inform that I/we have full acquaintance and technical knowledge complying with the Scope of the Work in this Tender as well as physically examined the item samples to be supplied for which I/we have quoted my/our rates.

In case of the tender going in my/our favour, I/we agree to supply the items as per the samples examined (in terms of quality/colour/shade/make/weight/size, etc.) and to provide services as per the Scope of the Work.

Yours faithfully,

Signature of the Tenderer

Date:

Name:  
Designation:

Seal of the Company

**Tender No. MSU/R/SPORTS/ Supply & Laying of Synthetic floor in Multisports Area /2018/1  
dated: 05.03.2018**

**TENDER DOCUMENT FOR SUPPLY AND LAYING OF SYNTHETIC FLOOR IN  
MULTISPORTS AREA**

**PRE-QUALIFICATION CRITERIA COMPLIANCE STATEMENT**

S.No	Minimum Eligibility (Pre-Qualification Criteria)	Documents / Evidence to be Attached
1.	Bidder should be a company registered in India under Companies Act, 1956 or as amended and is operational for more than last three years i.e. 2014-15, 2015-16 & 2016-17. Proprietorship & Partnership firms are not allowed to participate in this bid. (Enclose copy of the certificate)	Form Enclosed:  Yes/No
2.	Whether the bidder has GST/TIN No. registration issued by the Commercial Tax Department of Government of Tamil Nadu. (Enclose copy of the registration certificate)	GST / TIN No. Copy of registration enclosed: Yes / No
3.	Has experience in carrying out at least Five (5) in numbers similar works of Supply and Laying of Synthetic floor in Indoor Multisports Area during the last three years? (Copies of Purchase Order executed and the proof of having successfully completed similar works during the last three years. i.e. 2014-15, 2015-16 & 2016-17 should be submitted)	
4.	The bidder must have Average Annual Turnover of not less than <b>Rs. 2.5 Crores</b> in each of the last three financial years i.e. 2014-15, 2015-16, 2016-17. (Enclose Audited Statements. For those bidders who could not furnish audited financial statements of 2016-17, provisional balance sheet signed by a Chartered Accountant will be allowed. Certificate obtained from a Chartered Accountant for Average Annual Turnover shall be submitted by the Bidder.)	



5.	Whether the bidder is an Income Tax Assessee having PAN number (Enclose PAN & IT Return copies for during the last three financial years)	PAN No. Copies of documents enclosed: Yes / No
6.	Whether the Bidder has ISO valid certification (Enclose certificates)	ISO certificate copy enclosed: Yes / No
7.	Whether the Bidder has been banned/suspended business dealings/blacklisted by the government department. (Enclosure Declaration in the format prescribed in Annexure 1)	

Date:

Place:

Signature of the Tenderer

Name:

Designation:

Seal of the Company

**Tender No. MSU/R/SPORTS/ Supply & Laying of Synthetic floor in Multisports Area /2018/1  
dated: 05.03.2018**

**TENDER DOCUMENT FOR SUPPLY AND LAYING OF SYNTHETIC FLOOR IN  
MULTISPORTS AREA**

**SPECIMEN AGREEMENT**

To be executed at the time of entering into Agreement before placing order. Each page of this form shall be signed by the bidder for acknowledging that he/she has seen and understood the Terms and Conditions of the Agreement.

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**Agreement**

The agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2018 between M/s. \_\_\_\_\_ herein referred to as the Contractor carrying on business under the name and style of M/s. \_\_\_\_\_ of the one part.

Registrar, through the Manonmaniam Sundaranar University, herein after referred to as the other part whereas the said Contractor has agreed with the Registrar, for supply of required Items in conformity as per the requirements & specifications. Now this indenture witnesses that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows:

1. The bidder agrees to undertake to Supply and Laying of Synthetic Floor in Multisports Area. The prices are inclusive of all taxes and charges.
2. The items and the services which are not in conformity with the requirements/ specifications as per the Scope of the Work are liable to be rejected.
3. The Performance Security Deposit paid (OR) Bank Guarantee submitted by the Bidder for due and faithful performance of the contract by the Contractor of all and several covenants herein contained of his/her part to be observed with full power. Registrar on behalf of Manonmaniam Sundaranar University will be entitled to appropriate the said sum to any damage, penalties and other sums which the Contractor may be required to pay in case the Contractor fails to perform /fulfil or to keep and observe all or any of the said conditions of this Agreement on his/her part herein after contained.
4. The Performance Security Deposit paid (OR) Bank Guarantee submitted shall be discharged to the Contractor within thirty (30, in numbers) days after successful completion of the work/ at the end of the Agreement period including the extended period, if any, whichever is later.
5. That all disputes, differences and questions arising out of or in any way touching or concerning this Agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Registrar or any person nominated by him/her. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration

proceedings with consent of the parties. No part of the Agreement shall be suspended on the ground of pending arbitration proceedings. Any dispute arising in relation to this tender will be subject to the Jurisdiction of Tirunelveli Courts.

6. The Performance Security Deposit paid (OR) Bank Guarantee submitted is liable to be forfeited to the Registrar without any prejudice to any other rights and remedies of Registrar in case the Contractor fails to undertake the contract work, as per the Purchase Order and as per the Terms and Conditions given in Tender Document during the period of the contract including the extended period, if any.
7. The Tender Document, Instructions to the Bidders and Terms and Conditions, *etc* shall also form part of this Agreement.

The Contractor acknowledges that he/she has full acquaintance with all the Terms and Conditions and he/she shall not plead ignorance of the same.

In witness whereof, the Contractor has set his/her hand and the Registrar has caused for and on his/her behalf to set his/her hand, the day and the year first above written.

Signature of the Authorized Official of the  
Company

Signature of the Registrar

Name:

Name:

Address:

Address:

WITNESSES

1.

2.

**PERFORMANCE SECURITY DEPOSIT/BANK GUARANTEE FORM**

To  
Registrar  
Manonmaniam Sundaranar University  
Abishekapatti, Tirunelveli – 627 012.

**Dear Sir,**

**PERFORMANCE SECURITY DEPOSIT / BANK GUARANTEE – SUPPLY AND LAYING OF SYNTHETIC FLOOR IN INDOOR MULTISPORTS AREA IN DEPARTMENT OF PHYSICAL EDUCATION AND SPORTS, MANONMANIAM SUNDARANAR UNIVERSITY CAMPUS AT ABISHEKAPATTI, TIRUNELVELI**

WHEREAS

M/s. (name of Outsourced Agency), a company registered under the Companies Act, 1956, having its registered office at (address of the Outsourced Agency), (which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated .....

(Herein after, referred to as “Contract”) with you (Registrar, Manonmaniam Sundaranar University) for Supply & Laying of Synthetic Floor in Indoor Multisports Area in Department of Physical Education and Sports, Manonmaniam Sundaranar University, Abishekapatti, Tirunelveli.

We are aware of the fact that as per the terms of the contract, M/s. (name of Outsourced Agency) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount INR ..... (In words and figures), being equivalent to 5% of the total price as quoted in the commercial proposal submitted by the constituent and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this Bank Guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he/she has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR ..... (in words and figures) without any demur.

We, the Bank, do hereby undertake to pay the amount due and payable under this, guarantee without any demur merely on a written demand from the Registrar, Manonamniam Sundaranar University which has to be served and received by us on or before the expiry date of Bank Guarantee i.e. <date>, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the the Registrar, Manonamniam Sundaranar University by reasons of any breach by the said Outsourced Agency of any of the terms and

conditions contained in the contract/Purchase Order or by reasons of the said Outsourced Agency failure to perform the said work order/Supply Order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However this Bank guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We, the Bank, further agree that this Bank Guarantee there in contained shall remain in full force and effect during the period that would be taken for the performance of the said work order/Purchase Order and that it shall continue to be enforceable till all the dues of the the Registrar, Manonamnam Sundaranar University under or by virtue of the said work order have been fully paid and it's claims satisfied or discharged or till the Registrar, Manonamnam Sundaranar University that as per the terms and the conditions of the said work order have been fully and properly carried out by the said Outsourced Agency and accordingly discharge the Bank Guarantee or till the expiry of this Bank Guarantee i.e. <date>, whichever is earlier. Unless a demand or claim under this guarantee is received by us in writing on or before <date>, we, the Bank, shall be discharged from all liabilities under this Bank Guarantee thereafter.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from the date of issue of this guarantee till the end of Agreement. We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request received from you on or before the expiry of Bank Guarantee i.e. on or before <date>.

This Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from the date of issue of this guarantee till the end of Agreement period including the extended period, if any.

Notwithstanding anything contained hereinabove, our liability under this Bank Guarantee is restricted to INR ..... (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee and extended period of guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are

the recipient of authority by expressing delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your rights against us shall remain in full force and effect, notwithstanding any Agreement that may be entered between you and our constituent, during the entire period of this guarantee, including the extended period of guarantee.

Any dispute arising in relation to this Bank Guarantee will be subject to the Jurisdiction of Tirunelveli Courts.

We undertake to pay to you any money so demanded under this guarantee notwithstanding any dispute or disputes raised by the contractor(s)/ supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present agreement being absolute and unequivocal.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed INR ..... (In words and figure);

This Bank Guarantee shall be valid only up to <date> and shall remain valid on such extended period as may be communicated by you;

and

We are liable to pay the guaranteed amount or part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before .... (Date i.e. completion of the period of 12 months or completion of the Supply & Laying of Synthetic floor in Multisports Area as approved by the Registrar, Manonamnam Sundaranar University and such extended period as may be communicated by the Registrar, Manonamnam Sundaranar University.

Any payment made hereunder shall be free and clear of and without deductions or withholding of any nature imposts and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

*This Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Bank Guarantee within the above mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.*

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated ..... this ..... day .....2018.

Yours faithfully,

For and on behalf of the ..... Bank,

(Signature)      Designation  
(Address of the Bank)

Note : This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite authority conferred on the officials to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

**TECHNICAL BID**

**Bid Letter**

To

Ref. Tender No

Dated :

Bidders Reference No. ....

Dated : .....

**Sub: Proposal for Supply and Laying of Synthetic Floor in Indoor Multisports Area in the Department of Physical Education and Sports, Manonmaniam Sundaranar University, Abishekapatti Campus, Tirunelveli.**

Sir,

Having examined the Terms and Conditions for Supply and Laying of Synthetic floor in Multisports area of the Department of Physical Education and Sports, Manonmaniam Sundaranar University, Tirunelveli. I/we, the undersigned, offer to undertake this work in conformity with Terms and Conditions and specifications as may be ascertained in accordance with the Technical and financial bids attached herewith and made part of this Bid.

I/We undertake, if our Bid is accepted, to commence the work immediately and to complete delivery of all the services as specified in the Purchase Order within stipulated time mentioned in Purchase Order.

If our Bid is accepted, I/we will obtain and submit the Performance Security Deposit/Bank Guarantee from a Nationalized Bank for a sum equal to 5% of the quoted value for the due performance of Tender Award and in accordance with the Agreement.

I/We agree to abide by this Bid for a period of one year from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

I/We also declare that the printed Terms and Conditions, if any at the back of our tender quotation or any other paper enclosed are not applicable.

I/We understand that you are not bound to accept the lowest or any bid, you may receive.

I/We enclose herewith the complete Technical Bid as required by you. This includes:

- Bid Particulars (Annexure 8)
- Bidder's Project Methodology pertaining to Supply & Laying of Synthetic floor in Indoor Multisports Area (Annexure 9)
- Performa for the Number of similar works undertaken by the Bidder in the past (Annexure



- 10)
- Details of completion of similar works by the Bidder (Annexure 11)
- Details of Earnest Money Deposit furnished in the form of Demand Draft (Annexure 12)

Certified that I/we am/are:

A sole proprietor firm and the person signing the tender is the sole proprietor/ constituted Attorney of the sole proprietor,

Or

A partnership firm and the person signing the tender has the authority to refer to arbitration disputes concerning the business of the partnership by the virtue of the Partnership Agreement/by virtue of general Power of Attorney.

Or

A company and the person signing the tender is the constituted Attorney.

Or

The person signing the tender is the constituted Attorney or authorized signatory of the primary party in case of consortium bidding.

We do undertake that, until a formal contract is prepared and executed, this bid, together with your acceptance thereof, the Tender Document and placement of Letter of Intent awarding the contract, shall constitute a binding contract between us.

Dated this..... day of.....2018

Signature : .....

[NAME IN BLOCK LETTERS of the SIGNATORY]

In capacity of duly authorized to sign the bid for and on behalf of .....

Name of Witness .....

Address .....

Name & Signature .....

Date:

Name & Signature of the Bidder

Or

Officer authorized to sign the Bid Documents on the behalf of the bidder

**Note:**

In case of authorized signatory, the authorization letter on letter head of the firm must accompany.

Delete whichever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the Tender Document.

**TECHNICAL BID  
Bidder's Particulars**

Tender No.....

Date: ..... /2017

- 1) Name of the Bidder :
- 2) Address of the Bidder :
  - Telephone No. :
  - Fax :
  - E- mail :
- 3) Date of Inception: .....
- 4) The bidder should have been be registered for Goods and Service Tax (Copy to be enclosed)
- 5) Name and Address of the Officer to whom all references shall be made regarding this tender:
  - Phone
  - Fax
  - E-mail
  - Signature.....
  - Name.....
  - Designation.....
  - Date.....
  - Company Seal.....
- 6) PAN No.
- 7) GST & TIN No.

**TECHNICAL BID  
Project Methodology**

Description about how the Bidder conceptualizes the project and proposes to implement it including the equipments, technology, methodology, flow of work, activity, time schedule and management.

(Please attach additional sheets, if required)

**TECHNICAL BID**  
**Bidder's Previous Experience**

Details about similar works undertaken by the Bidder during the last three years

Name & Address of Client :

Type of Client :

Place(s) of Service :

Duration :

Total Number of Manpower Deployed :

Quantity of work (in pages) :

Cost of the project (in Indian rupees) :

Approximate value of Service :

Name, title and Contact details of the contact  
at Client location :

Bidders's Signature, Name, Designation &  
Company Seal :

Note: 1. Separate sheets for each client shall be enclosed.  
2. Letter from the Client on the project executed shall be enclosed.

**Technical Bid**  
**Details about Completion of Similar Works**

The Bidder must have at least three years of experience of Supply & Laying of Synthetic Floor in Multisports Area. Documentary evidence by way of completion certificate should be produced in support of experience and performance clearly mentioning earlier experience.

**TECHNICAL BID**  
**Annual Turnover**

The Bidder must have Annual Turnover of not less than **Rs. 2.5 Crores**, during each of the past three financial years and should submit Audited Financial Statements of the relevant periods certified by a Chartered Accountant mentioning the same. If necessary, the bidder may produce separate certificates from a Chartered Accountant clearly mentioning Annual Turnover from the Supply and Laying of Synthetic floor in Indoor Multisports Area alone for each of past 3 financial years.

**Technical Bid**

**Technical Details of Laying of Synthetic Floor in Indoor Multisports Area**

1. Name of Bidder and Address :
2. Details of Flooring (Specification and make) :
3. Details of Accessories :  
(Specification and make)
4. Any other relevant details :

Signature of the Agency

Date :

Place :

Company Seal

Note: Separate sheets may be attached if required.

**Technical Bid**  
**Earnest Money Deposit Details**

(Please give the details of the Earnest Money Deposit of **Rs. 50,000**)

Amount :

Demand Draft No. :  
Or Electronic payment details

Drawee Bank / Branch:

Date: