

KENDRIYA VIDYALAYA SANGATHAN REGIONAL OFFICE DELHI

R.F.P. DOCUMENT ISSUED/ DOWNLOADED TO/BY	From 15 January 2020 to 4 February 2020 by Website : https://rodelhi.kvs.gov.in
R.F.P. DOCUMENT CONTAINS SALE OF RFP DOCUMENT	PAGES 1 TO 83 15 January 2020 TO 4 February 2020
PRE-BID QUEIRIES may be send through mail only dcrodelhi@gmail.com	21 January 2020 AT 1400 HOURS
Replies of queries may be send by (along with modification if any)	25 January 2020 AT 1500 HOURS
SUBMISSION OF BID	4 February 2020 UPTO 1500 HOURS
DATE OF OPENING OF TECHNICAL BIDS	4 February 2020 AT 1530 HOURS

NOTICE INVITING TENDER CUM REQUEST FOR PROPOSAL

**RATE CONTRACT
FOR
SUPPLY & INSTALLATION OF
OPEN GYM EQUIPMENTS**

TENDER DOCUMENTS FOR

“Rate Contract for Supply & installation of OPEN GYM (GREEN GYM) EQUIPMENTS in KENDRIYA VIDYALAYA SANGATHAN”

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BRIEF INFORMATION ON BID DOCUMENT

R.F.P. / Tender No.	KVS/rodelhi/01/opengym/2020
Duration of Contract	One year from the date of agreement, subject to satisfactory services and requirement of KVS
Date of Publication	15 January 2020
Period of issue of R.F.P. / Tender Document	15 January 2020 TO 4 February 2020 upto 1500 hours
PRE-BID QUEIRIES may be send through mail only to <u>dcrodelhi@gmail.com</u>	21 January 2020 AT 1400 HOURS To be replied by 25 January 2020
Last Date and time for submission of Bid	Up to 1500 hours of 4 February 2020
Date and time for opening of Technical Bids	4 February 2020 At 1530 hours
Date of opening of financial bids for technically qualified bidder	<i>TO BE NOTIFIED LATER</i>
EMD	Rs.30,00,000/- (Rupees Thirty Lacs only) in the form of crossed Demand Draft / Pay Order / Bank Guarantee in favor of REGIONAL SPORTS CONTROL BOARD , payable at New Delhi
Cost of Tender Document NON-REFUNDABLE.	Rs.1000/- (Rupees One thousand only)
Validity of Bid	90 days
Total Number of pages of Tender Document	83 pages
Address and Venue of Issue of R.F.P./Tender Document, Pre-bid Meeting & submission of bids	Kendriya Vidyalaya Sangathan Regional Office, Delhi, O/o Dy Commissioner, Old JNU Campus, New Mehrauli Road, New Delhi-110067

- In case of holiday / holiday declared on the above scheduled dates the same will be done on the next working day.
- All modification/ Corrigendum made in Tender after issue of Publication date will be notified only through our Website <https://rodelhi.kvs.gov.in>

SECTION-1

**NOTICE INVITING TENDER CUM
REQUEST FOR PROPOSAL**

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NOTICE INVITING TENDER CUM REQUEST FOR PROPOSAL (R.F.P.)

1. Sealed Technical & Financial proposals are invited under two bid system i.e. Technical Bid and Financial Bid from Experienced Original Equipment Manufacturer (OEM) of Open Gym Equipments, or its authorised dealers hereinafter called Bidder, conforming to relevant national/international standards and having at least two manufacturing facilities/Units of respective OEM in two different Zones OUT OF 5 Notional Zones OF KVS (East, West, North, South and Central) (List of Zones further mentioned in tender form **for Supply & installation of Open Gym in various Kendriya Vidyalayas .**” The bidder will include registered Proprietorship Firm/Partnership Firm/Pvt Ltd Company/Ltd Companies of OEM/dealer/distributors of Open Gym Equipments and all are allowed to participate in the bid.
2. **SELECTION PROCESS** _A single stage, two-envelope process (Technical & Financial Bid) will be followed for selection of a suitable contractors for this work. All interested firms that qualify each of the following eligibility criteria may apply. Based on the Technical compliance of each proposal as submitted by the Applicant, KVS shall shortlist bidders for opening of financial proposal. Financial proposal of the firm/s that qualify the said eligibility criteria shall be opened. The department will have the right to arrive at reasonable L-1 price and may award the work to lowest bidder. The firm for Award of Rate Contract will be considered for Supply & installation of Open Gym Equipments for a period of 12 Months.
3. Eligibility Criteria for Technical Compliance of the applicant along-with necessary conditions and Tender/R.F.P. document can be obtained w.e.f **15 January 2020 TO 4 February 2020** between 10:00 am to 3:00 pm on working days from the office of “DY COMMISSIONER, KENDRIYA VIDYALAYA SANGATHAN, REGIONAL OFFICE DELHI. OLD JNU CAMPUS, NEW DELHI on payment of Tender Cost (Non-Refundable) of **Rs.1,000/-** through Bank Draft/Pay Order in favour of , **REGIONAL SPORTS CONTROL BOARD payable at New Delhi.** The tender documents may also be downloaded from KVS. website <https://rodelhi.kvs.gov.in> **or through CPP portal.** Those bidders who wish to download the tender documents from the office website/portal should furnish the Tender cost (Non-refundable) along with the Bidding Documents.
4. The bid security (EMD) of **Rs.30,00,000/- (Rupees Thirty Lacs Only)** should be paid by way of Demand Draft/Bankers Cheque/ Pay order/Bank Guarantee only in favour of REGIONAL SPORTS CONTROL BOARD payable at New Delhi with Technical Bids at the time of submission of Bid.
5. Date for submission of Tender/R.F.P. document shall be up to **4 February 2020 1500 hrs.** The Technical Bids shall be opened on the same day at **1530 Hrs** . The financial bid of only technically qualifying firms shall be opened .
6. **TURNOVER:** Minimum Average annual financial turnover on works of Open Gyms should be at least **Rs.750.00 Lacs** during the immediate last 3 consecutive financial years.
7. **SOLVENCY CERTIFICATE** : Bidders will submit Solvency certificate for an amount equal to **Rs.600.00 Lacs** from a Nationalised/Scheduled Bank in India.
8. KVS may disqualify any Applicant/Bidder without notice who submits an incomplete/non-eligible bid. KVS reserves the right, without any obligation or liability, to accept or reject any or all the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any of the terms and conditions at any time, without assigning any reason whatsoever.

9. All interested participants/Bidders/stake-holders are requested to visit/follow the KVS website for regular update and details thereof.

SECTION-2

GENERAL INFORMATION REGARDING PROJECT

2. GENERAL INFORMATION REGARDING PROJECT

NAME OF WORK : Supply & installation & installation of Open Gym Equipments in KENDRIYA VIDYALAYAS

INTRODUCTION

Kendriya Vidyalaya Sangathan is presently maintaining more than 1225 Number of schools in India and 3 in abroad. At present the department is maintaining these school parks by way of providing children play equipments, sports goods. The Department is in process of providing better re-creational and health opportunities by way of Installation of Playground and Open Gym Equipments for better opportunity of exercising in green environment.

This document outlines the overall scope of Contractor Services, sets out the basic requirements for the proposal document and provides the evaluation criteria to be used as the basis for awarding the work/assignment. The objectives of the RFP/Tender document are to evaluate the Proponent's experience, technical expertise, project methodology, schedule and fees to provide the services for this assignment.

PROPOSAL

To finalize Contracts for supply & Installation of Open Gym) Equipments at various locations in Kendriya Vidyalayas by way of Rate Contract for listed equipments for a period of 12 months. Work Orders will be issued time to time for supply of equipments at various locations under K.V.S. following all nodal formalities i.e. expenditure, sanction and financial concurrence etc.. There will be no restriction on issuance of number of work orders to be issued to Contract Holders during the contractual period as per requirement of K.V.S.. Supply orders will be issued to Contract Holder for supply of equipments at different/separate schools / locations as per requirement of K.V.S.. **The Tenderer shall quote rates inclusive of all taxes or cess etc. as applicable, whatsoever. But excluding GST , GST RATE and rates Including GST separately. The rates have to be F.O.R to the respective Kendriya Vidyalays all across India.** under jurisdiction of 5 Notional Zones (East, West, North, South and Central) . List of Regional Offices and Zones along with Contact details are attached.

DISCLAIMER

This Request For Proposal/Tender Document (TD) contains brief information about the Project, Qualification Requirements and the Selection process for the successful applicant. The purpose of this RFP document is to provide information to assist the formation of bid application. Certain Applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the Accuracy, reliability and completeness of the information in this R.F.P./Tender document and obtain independent advice from appropriate sources. K.V.S., their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or

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regulations as to the accuracy, reliability or completeness of the R.F.P./Tender document and information provided is only to the best of the knowledge of K.V.S.. Intimation of discrepancies in the RFP/TD, if any, should be given to the office of the K.V.S. Regional Office Delhi immediately by the Applicants. If K.V.S receives no written communication, it shall be deemed that the Applicant(s) is/are satisfied with the R.F.P./Tender Document and the document is complete in all respects. This R.F.P./Tender document is not an agreement.

PROJECT LOCATION

The project is to be implemented at various Kendriya Vidyalayas all across India under the jurisdiction of K.V.S.

SECTION-3

SELECTION PROCESS

3. SELECTION PROCESS

A single stage, **two-envelope process (Technical & Financial Bid)** will be followed for selection of suitable contractors on Rate Contract for Supply & installation of Open Gym Equipments in KVS. All interested firms that qualify each of the eligibility criteria may apply. Based on the Technical compliance of each proposal as submitted by the Applicant, KVS shall shortlist bidders for opening of financial proposal. Financial proposal of the firm/s that qualify the said eligibility criteria shall be opened. The department will have the right to arrive at reasonable eligibility L-1 price and may award the work to the firm quoting lowest rates. The firm for Award of Rate Contract will be considered for Supply & installation of Equipments during the period of 12 Months.

3.1 ELIGIBILITY CRITERIA FOR TECHNICAL COMPLIANCE OF THE APPLICANT

To be eligible for evaluation of its proposal, the applicants shall also have to mandatorily fulfil the following conditions.

The bidder should be Original Equipment Manufacturer (OEM) of Open Gym Equipments conforming to relevant national/international standards having at least two manufacturing facilities/Units in two different Zones out of 5 Notional Zones of KVS (East, West, North, South and Central) (List of Zones further mentioned in tender form) **for Supply & installation of Open Gym in various Kendriya Vidyalayas .”** The bidder will include registered Proprietorship Firm/Partnership Firm/Pvt Ltd Company/Ltd Companies of OEM/dealer/distributors of Open Gym Equipments and are allowed to participate in the bid.

The manufacturer shall have at least One unit in any one Zone in it's ownership and the other unit in the different Zone may be either self owned or outsourced from other manufacturer with an undertaking to manufacture for them.. The Tenderer/Bidder shall have to Mandatorily submit Valid Registration of Manufacturing Unit/Plant located at more than One places in India with certificate/s issued by Government Agency clearly mentioning of Manufacturer of Open Gym Equipments. The Bidder shall submit Valid Registration Certificate with production capacity located in India.

3.1 The Tenderer/Bidder should have valid GST registration certificate.

3.2 RELEVANT EXPERIENCE

Minimum Experience of having successfully completed works during the last 7 years ending previous day of last date of submission of tender.

Three similar completed works costing not less than the amount equal to Rs.600.00 Lacs;

OR

Two similar completed works costing not less than the amount equal to Rs.900.00 Lacs;

OR

One similar completed work of aggregate cost not less than the amount equal to Rs.1200.00 lacs; with some Central Government Department/State Government Department/ Central Autonomous Body/Central Public Sector undertaking/State Public Sector Undertaking/City Development Authority/Municipal Corporation of City formed under any act by Central/State Government and published in Central/State Gazette.

COMPLETED SIMILAR WORK/S MEANS THE WORK OF SUPPLY & INSTALLATION OF OUTDOOR OPEN GYM EQUIPMENTS.

THE EXPERIENCE/PERFORMANCE OF WORKS EXECUTED BE SUBMITTED IN THE PRESCRIBED FORMAT ON THE OFFICIAL STATIONERY/LETTER HEAD OF THE DEPARTMENT/ COMPANY/ AGENCY, WITH SEAL/STAMP FOR WHICH THE WORK HAS BEEN EXECUTED. THE CERTIFICATE SHALL BE ISSUED FROM THE OFFICER NOT

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BELOW THE RANK OF EXECUTIVE ENGINEER / PROJECT MANAGER OR EQUIVALENT OR WORK ORDER ISSUING AUTHORITY.

3.3 FINANCIAL CAPABILITY The Tenderer/Bidder should have adequate financial capacity to meet the financial obligations pursuant to scope of works. Minimum Average annual financial turnover on work should be at least Rs.750.00 Lacs during the immediate last 3 consecutive financial years. Audited report/audited balance sheet for the preceding three (3) financial years should be submitted along-with a summarized sheet verified by a registered CA. The bidder should not have incurred any loss in more than two years during last three consecutive balance sheets, duly certified and audited by the Chartered Accountant.

3.4 SOLVENCY CERTIFICATE: Bidders will submit latest Solvency certificate issued on or after 1 January 2020 for a minimum amount equal to Rs.600.00 Lacs from a Nationalised/Scheduled bank in India.

NOTE: IF ANY BIDDER DOES NOT FULFILL THE MINIMUM ELIGIBILITY REQUIREMENT ITS BID LIABLE TO BE REJECTED.

3.5 IF BIDDER IS A CONSORTIUM/JOINT VENTURE:

3.5.1 Separate identity/name shall be given to the Joint Venture firm.

3.5.2 Joint Ventures (JV) of firms of Indian Manufacturer /dealer/distributors of open gym equipments are allowed to participate in the R.F.P. In case of the bidder is a consortium/Joint Venture firm.

3.5.3 There is restriction on number of members to a maximum of three in the Joint Venture Firm.

3.5.4 The principal manufacturer of the equipments should be Indian Manufacturer only and should have valid manufacturing license for open/outdoor gym equipments.

3.5.5 In case of Joint Venture firm, The Technical bid should contain the information for each member of the consortium/joint venture firm.

3.5.6 In case of Joint Venture firm, Members of the consortium/Joint Venture Firm shall nominate one member as the lead member (the "Lead Member") and shall be supported by Power of Attorney, signed by all the other members of the consortium/Joint Venture Firm. It should also include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.

3.5.7 In case of Joint Venture firm, the **Lead Member** of J.V. would be required to commit to hold a minimum equity stake equal to 30% of equity capital in the consortium/joint venture in the project at all times till finalisation of contract and warranty period of equipments. The lead member along-with the associate member(s) should satisfy the proposed Eligibility Criteria.

3.5.8 A copy of Memorandum of Understanding (MOU) executed by the Joint Venture members shall be submitted by the Joint Venture firm along-with the tender. The complete details of the members of the Joint venture firm, their share and responsibility in the Joint Venture firm etc. particularly with reference to financial technical and other obligations shall be furnished in the MOU.

3.5.9 If the bidder is a Joint Venture firm, no change in constitution of Joint Venture Firm/consortium shall be allowed at any stage and undertaking in this regard be also submitted along with Technical Bidding Document.

3.5.10 Once the RFP/Tender is submitted the MOU shall not be modified/alterd/terminated during the validity of the tender. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful bidder, the validity of this MOU shall be extended till the currency of the contract expires.

3.5.11 Approval for change of constitution of JV firm shall be at the sole discretion of KVS. The constitution of JV firm shall not be allowed to be modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. and in case the minimum eligibility criteria should not get vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer invalid.

3.5.12 Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated.

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Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

- 3.5.13** In case of Joint Venture firm, the joint venture firms are allowed to submit their experience/turnover/solvency etc. for eligibility requirements individually or jointly.
- 3.5.14** A member of Joint Venture shall not be permitted to participate either in individual capacity or as a member of another Joint Venture Firm in the same tender.
- 3.5.15** The joint venture firm/s participating in the tendering can submit their bids in one joint venture only. Participation of bidding more than once individually or in group of Joint Venture/s will not be allowed.
- 3.5.16** The Tender Form shall be purchased and submitted only in the name of the Joint Venture firm and not in the name of any constituent member.
- 3.5.17** EMD shall be submitted by any individual member in case of the Joint Venture Firm.
- 3.5.18** On finalisation of award of contract to a JV firm a single Work Order Security/Performance Security shall be required to be submitted by the JV firm as per R.F.P./T.D. conditions before issuance of Work Order. The said Performance Security/Performance Guarantee shall be accepted only in the name of JV firm and no splitting of Guarantees/Securities amongst the members of the JV firm shall be permitted. In case the tenderer/bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV.
- 3.5.19** On issue of Letter of Award, an agreement (S.P.V.) among the members of the JV firm (to whom the work has been awarded) has to be executed and got registered before the registrar of the Companies under Companies Act, or before the Registrar/Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV Firm to the KVS. before signing the contract agreement for the work. This agreement format (S.P.V.) shall invariably be part of the tender condition. In case the tenderer/ bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) and Work Order Security/Performance Security shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture agreement shall have, inter-alia, following clauses:
- 3.5.19.1** **JOINT AND SEVERAL LIABILITY** - The Members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the KVS for execution of the project in accordance with this RFP. The JV members shall also be liable jointly and severally for the loss, damages caused to the KVS during the course of execution of the contract or part thereof.
- 3.5.19.2** **DURATION OF THE JOINT VENTURE AGREEMENT** – It shall be valid during the entire currency of the contract including the period of extension if any and the maintenance period after the work is completed.
- 3.5.19.3** **GOVERNING LAWS** – The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 3.5.20** **AUTHORISED MEMBER** - Joint Venture members shall authorize one of the members on behalf of the Joint Venture firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of the work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm.
- 3.5.21** No members of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the KVS in respect of the said tender/contract.
- 3.5.22** Documents to be enclosed by the JV firm along-with the tender:
- 3.5.22.1** In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:
- Notary certified copy of the Partnership Deed.
 - Consent of all the partners to enter into the Joint venture agreement on a stamp paper of appropriate value (in original).
 - Power of attorney (duly registered as per prevailing law)in favour of one of the partners to sign the MOU and JV agreement on behalf of the partners and create liability against the firm.

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- 3.5.22.2** In case one or more members is/are Proprietary Firm or HUF the following documents shall be enclosed.
Affidavit or Stamp Paper of appropriate value declaring that his concern is a Proprietary Concern and he is sole proprietor of the Concern or he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf on HUF.
- 3.5.22.3** In case one or more members is/are limited companies the following documents shall be submitted:
- (a) Notary certified copy of resolution of the Directors of the Company, permitting the company to enter into a JV agreement, authorising MD or one of the Directors or Managers of the company to sign MOU, JV agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and/or do any other act on behalf of the company.
 - (b) Copy of Memorandum and articles of Association of the company.
 - (c) Power of Attorney (duly registered as per prevailing law) by the company authorizing the person to do/act mentioned in the Para (a) above.
- 3.7.22.4** All the members of the JV shall certify that they have not been Black-listed/Debarred/Banned by KVS or any other Organisation / Ministry / Department of the Govt. of India/State Government / Public Sector Undertakings from participation in tenders/contract/business in the past either in their individual capacity or the JV firm or partnership firm in which they were members/partners.
- 3.8** Submit Undertaking by the bidder that he/she/they has/have not been banned/debarred/black listed by KVS or any other organization of State/Central Government /undertaking/ Department.
- 3.9** **If the bidder is a dealer or distributor, he/she/they will submit Authorised dealership/distributorship Certificate from the Original Manufacturer.**
- 3.10** If the bidder is a dealer or distributor, he/she/they will submit Authorisation letter from the original Manufacturer for quoting the products in this tender.
- 3.11** If there are several bidders of a single Manufacturer firm the Rate Contract will be awarded to Only One Bidder of single Manufacturer Firm.

SECTION-4

GENERAL INFORMATION

4. R.F.P. DOCUMENT DETAIL

4.1 CONTENT OF R.F.P./TENDER DOCUMENT

The R.F.P./Tender contains procedure and contract terms are prescribed in the R.F.P. Documents. In addition to the R.F.P. Notice the Bidding documents include Covering Letter, R.F.P. Form General Particulars of R.F.P., Experience –work/projects of Supply & installation of Open equipment. Declaration by the Bidder, Instruction to Bidder, General Condition of Contract, Scope of Work & Technical specifications, Details of Warranty, Technical Bid, Financial Bid

4.1.1 The Bidder is expected to examine all instructions, forms, terms and specifications as mentioned in the R.F.P. document. Failure to furnish all information required by the R.F.P. documents or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and is likely to result in out-right rejection of the Tender.

4.2 INFORMATION REQUIRED WITH THE PROPOSAL

4.2.1 The Bidder may also provide information with the R.F.P.in the form of separate sheets, drawings, catalogues etc.

4.2.2 Any R.F.P. not containing sufficient descriptive material to describe the equipment proposed may be treated as incomplete and hence may be rejected. Such descriptive materials and drawings submitted by the Bidder shall be retained by the KVS. Any departure from these drawing and descriptive material submitted shall not be permitted during the execution of contract without specific written permission of the KVS.

4.2.3 LOCAL CONDITIONS

It shall be imperative on each bidder to fully inform him of all local conditions and factors, which may have any effect on the performance of the works covered under these documents and specifications. KVS shall not entertain any request for clarifications from the Bidder, regarding such local conditions.

4.3 CLARIFICATION OF R.F.P.DOCUMETS

4.3.1. A prospective Bidder requiring any clarification of the R.F.P. Documents may contact KVS in writing at the KVS's office address indicated in the Invitation for Tender.

4.3.2 Verbal clarifications and information's given by the KVS or its employees or its representatives shall not be in any way entertained.

4.3.3 All the bidders are requested to be in touch with office KVS Regional Office Delhi. All interested participants/Bidders/stake-holders are requested to visit/follow the KVS website <https://rodelhi.kvs.gov.in> / for regular update and details thereof.

4.4. AMENDMENT OF R.F.P.DOCUMENTS

4.4.1 At any time prior to the submission of the R.F.P. or prior to the opening of the Technical/Financial bid the KVS may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidder, modify the R.F.P. documents by amendments.

4.4.2 The amendment will be notified in writing or through website or by mail to all prospective Bidders, which have received/downloaded the R.F.P. documents and will be binding on them. KVS will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. All the bidders are requested to be in touch with DY COMMISSIONER, KVS RO DELHI and KVS website <https://rodelhi.kvs.gov.in> /Tenders/e-tendering on CPPP portal for regular update and details thereof.

SECTION-5

PREPARATION OF BID / R.F.P. DOCUMENT

5. PREPARATION OF BID/R.F.P. DOCUMENT

5.1 LANGUAGE OF BID AND MEASURE

- 5.1.1 The bid document submitted by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and KVS shall be written in the English Language only
- 5.1.2 For purpose of interpretation units of measurement shall be MKS system.
- 5.1.3 The currency for the purpose of the proposal shall be the Indian National Rupee.

5.2 DOCUMENT COMPRISING THE BID

- 5.2.1 The R.F.P. prepared by the Bidder shall comprise the following components.
- (a) Covering letter as provided in R.F.P. document.
- (b) R.F.P. form
- (c) Documentary evidence establishing that the bidder is eligible to R.F.P. and is qualified to perform the contract if its R.F.P. is accepted.
- (d) Earnest money furnished in accordance with the R.F.P. requirements.
- (e) Authorization letter/Power of Attorney in favour of the person representing his firm, that he is authorized to discuss with specific mention of this tender.

5.3 BID PRICE

- 5.3.1 The Bidder shall indicate prices on the appropriate financial bid schedule attached to these documents.

5.3.2 DUTIES AND TAXES

The price quoted should be excluding GST but include all other taxes and duties, custom duty, Surcharges Testing Charges of materials by KVS etc. if any. A Bidder shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Government rules of Income tax/GST norms will be payable by the Bidder. If any new tax/duty is levied during the contract period the same will be borne by the firm/Bidder exclusively. TDS will be deducted from the payment of the Bidder as per the prevalent laws and rules of Government of India. The amount of taxes subject to TDS shall be shown clearly by the firm in the bills.

5.4 BID CURRENCIES

- 5.4.1 Prices shall be quoted in Indian Rupees (INR) only.

5.5 BID SECURITY (Earnest Money)

- 5.5.1 The bidder shall furnish, as part of its bid, bid security (earnest Money) for Rs.30,00,000/- (Rupees Thirty lacs only) along-with Technical Bid as mentioned in the R.F.P. document in the form of a bank draft /pay order/Bank Guarantee within issued in favor of **REGIONAL SPORTS CONTROL BOARD ACCOUNT** payable at New Delhi.
- 5.5.2 Any bid without earnest money or if not in accordance with RFP will be rejected by the KVS as nonresponsive.
- 5.5.3 No Interest shall be payable on the amount of earnest money deposit. The earnest money of successful tenders (L1) Rate Contract Holders may be converted into Performance Security and shall be released after the expiry of the agreement / Warranty period of Equipments supplied, which-ever is later.
- 5.5.4 **The R.F.P. Bid Security (earnest money) may be forfeited:**
- a) If a Bidder withdraws its R.F.P. during the period of validity.
- b) If the successful Bidder fails to sign the contract within stipulated period.
- c) If the Bidder fails to Supply & installation the Equipments as per the agreement.
- d) If the bidder transfers to others/ impairs/ tampers with the bid in any respect.

5.6 PERFORMANCE SECURITY

- 5.6.1 The successful Bidders, who will execute the agreement with KVS for the Rate Contract Holders for the Supply & installation of Equipments shall have to deposit a performance security amount equivalent to 5% of total estimated Rate Contract Value (Rs 75 Lacs) with in **15 (fifteen) days** from the date of issue of Letter of Intent/Acceptance. Failing which the Earnest Money Deposited with the RFP/TD may be forfeited and his bid will be held void. In case of Non deposit of Performance Security by the bidder he/she/they may be blacklisted in KVS for further business.

KENDRIYA VIDYALAYA SANGATHAN REGIONAL OFFICE DELHI

- 5.6.2 The performance security deposit may be deposited in the form of Bank Guarantee/Bank draft/ Pay order/ F.D.R. of a Nationalized /Scheduled Indian Bank, having a branch in New Delhi and should be issued in favor of **REGIONAL SPORTS CONTROL BOARD ACCOUNT** payable at New Delhi.
- 5.6.3 After satisfactory completion of all the work/Supply & installation orders and after successfully completing the warranty period of Equipments supplied, the 5% Performance Security received before Award of Rate Contract, shall be released to the contractor/bidder.
- 5.6.4 To ensure due performance of contract which should remain valid for 60 days beyond the date of completion of all contractual obligations including warranty obligations.
- 5.6.5 If the performance security is deposited in the form of Bank Guarantee/F.D.R. it should be valid for a minimum period of Twenty-seven (27) Months.

5.7 PERIOD OF VALIDITY OF R.F.P.

- 5.7.1 Validity of the offer should be minimum **12** months from the date of opening of the financial bid of the tenders. Without this validity the tenders will be rejected. The validity of offer must also be mentioned on the envelope.
- 5.7.2 In exceptional circumstances; the KVS will solicit the Bidder's consent to an extension of the period of validity. The request and the response there of shall be made in writing. The contract performance security shall also be suitably extended.

5.8 FORMAT AND SIGNING OF R.F.P.

- 5.8.1 The bid must contain the name, residence and places of business of the persons making the tender. All the documents submitted along-with R.F.P. must be signed and sealed by the Bidder with his usual signature. The name and designations of all persons signing should be typed or printed or stamped below the signature.
- 5.8.2 R.F.P. by corporation/ company must be signed with the legal name of the corporation/ company be the President or Managing director or by the 'Secretary' or Agent' or other designation. Without disclosing his Principal the R.F.P. may be rejected.
- 5.8.3 The original copy of the R.F.P. shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bid and bidder to the contract. The letter of authorization shall be submitted along with power-of-attorney, if any. All the pages of the bid shall be initialled by the person or persons signing the tender.
- 5.8.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder in which case such corrections shall be initialled by the person or persons signing the tender.

5.9 REFUND OF EARNEST MONEY / BID SECURITY

- 5.9.1 KVS shall return Bid Security/Earnest Money received from the bidders who are not qualified in stage-I of the evaluation, within 90 (ninety) days of opening of the Technical bid. This Bid Security of Non-qualified bidders received in the form of D.D./Pay Order/Bankers Cheque/Bank Guarantee shall be returned within 60 days of opening of Technical Bid.
- 5.9.2 Bid security/Earnest Money received from all the short listed bidders after Stage-II of evaluation may be retained by KVS for a period of 180(One hundred eighty) days from the date of opening of financial bid. The Earnest money will be refunded to unsuccessful bidders without payment of any interest on the request of the bidder after issue of Letter of Award/Work Order to successful bidder/s.
- 5.9.3 Bid security/Earnest Money in respect of **L-1** bidders/successful bidders for Rate Contract may be refunded after successfully depositing the performance security amount equivalent to 5% of total Rate Contract Value without payment of any interest OR The earnest money of successful tenders (L1) Rate Contract Holders may be converted into Performance Security and shall be released after the expiry of the agreement / Warranty period of Equipments supplied, whichever is later.

SECTION-6

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

6 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

6.1 SCOPE OF WORK

The scope of work includes fixing of several Rate and Agencies on Rate Contract basis for a period of 12 months for Supply & installation of OpenEquipments with one year warrantee period in KENDRIYA VIDYALAYAS as per directions of Officer Incharge. KVS is seeking proposals to design and Supply & installation of outdoor fitness/Open Gym/outdoor Gym equipments for installation in KVS area.

6.2 TECHNICAL SPECIFICATION

- 6.2.1 All pipes used for main structure should be C Class heavy duty GI Pipe of reputed make conforming to ISI Standards reputed make
- 6.2.2 The welding spots should be properly covered and welding material used should be of high quality for rust free durability
- 6.2.3 All bearings used are of reputed make.
- 6.2.4 All PVC caps used to cover joints should be of high quality.
- 6.2.5 All FRP material used are of high tensile strength.
- 6.2.6 All nut bolts and washer used are of high quality.

S. NO.	PRODUCTS / ITEM	DESCRIPTION OF ITEM
1.	TRICEPS PULLER	TRICEPS PULLER (DIMENSIONS:- 2110MM (Length) x 600MM (Width) x 1600MM (Height) Triceps Puller is made from "C" Class GI-pipe. The bearings used are of "6205 & 6203" permanent lubricated sealed bearing of reputed make. The powder coating is done from Poly Rethane& Epoxy Powder with 60 to 70 Micron Thickness.
2	CROSS TRAINER / ELLIPTICAL EXERCISER	CROSS TRAINER made from "C" Class G.I Pipe. The Bearings used are of "6205" permanent lubricated sealed bearing of reputed make. The handles used for cross trainer are of Rubber grip. The Nut Bolts used for assembly are made from S.S. material. The powder coat is done by Poly urethane & Epoxy powder with 60 to 70micron thickness.
3	BACK EXTENSION	BACK EXTENSION made from "C" class G.I Pipe. The seats is fitted on the frame is made up of high quality FRP material. Closing Caps made from top quality FRP material. The powder coat is done by Poly urethane & Epoxy powder with 60 to 70micron thickness.
4	SIT UP BOARD DOUBLE	SIT UP BOARD made from "C" Class GI pipe to be used by two persons at one time. Closing Caps are made up of Low Linear Density Poly-Ethylene (LLDPE) Material with Injection Moulding. The powder coat is done by Poly urethane & Epoxy powder with 60 to 70micron thickness. Product Area: - 1700mm (Length) x 1100mm (Width) x 650mm (Height).
5	DOUBLE TWISTER	DOUBLE TWISTER made from "C" Class GI pipe to be used by two persons at one time. DOUBLE TWISTER (DIMENSIONS: - 1700mm (Length) x 540mm (Width) x 1250mm. (Height). SAFE AREA: - 3 Mtr x 1Mtr. The M.S. round plate is welded at bottom. The Twister plate fitted on the standing frame is made up of M.S. Round Plate. Closing caps made from top quality Fiber reinforced Plastic material. The bearings used are of "6205zz" permanent lubricated sealed bearing of reputed brand. The powder coat is done by Poly urethane & Epoxy powder with 60 to 70micron thickness.
6	MULTIFUNCTIONAL TRAINER	MULTIFUNCTIONAL TRAINER made from "C" Class GI pipe DIMENSIONS: - 645 (Length) x 630mm (Width) x 2000mm. (Height). SAFE AREA: - 3Mtrx1.6Mtr. The powder coat is done by Poly urethane & Epoxy powder with 60 to 70micron thickness.
7	CHEST PRESS CUM SEATED PULLER	CHEST PRESS CUM SEATED PULLER DIMENSIONS: - 1750mm (Length) x 650mm (Width) x 2150mm. (Height).SAFE AREA: - 3.0Mtr x 1.7Mtr.Chest press cum seated puller equipment made up of "C" Class G.I. pipe. Closing Caps are made up of high quality HDPE/LLDPE material in attractive colors. Base Cover is made up of high quality HDPE/LLDPE material in attractive colors. The bearings

KENDRIYA VIDYALAYA SANGATHAN REGIONAL OFFICE DELHI

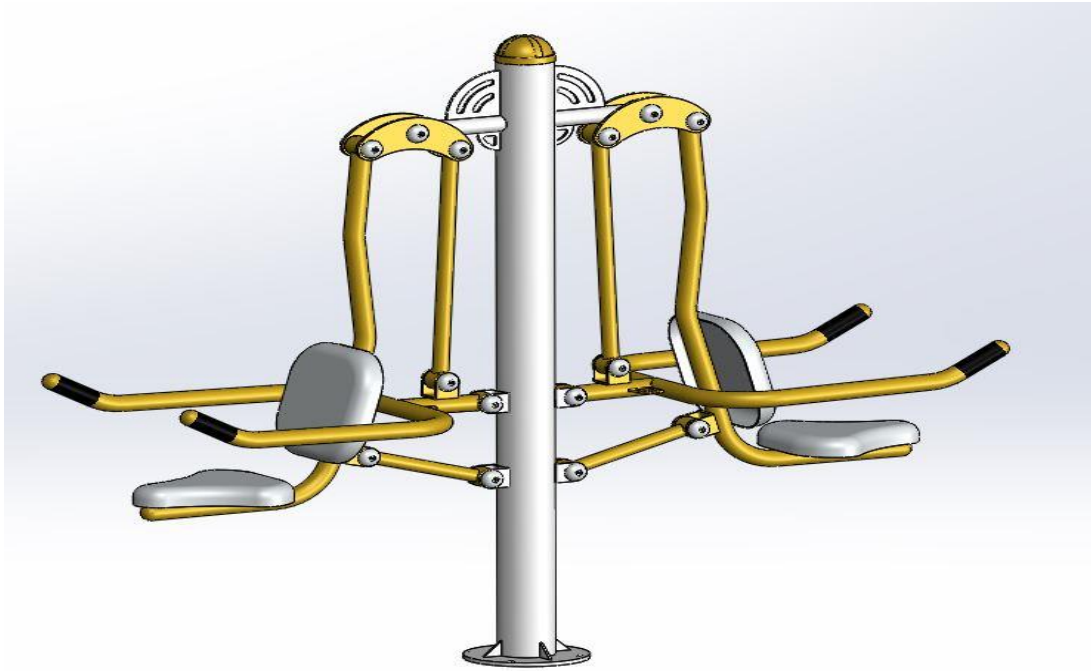
		used are of "6205" & "6203" permanent lubricated sealed bearing of reputed brand. Handle grips are provided which are made of high quality rubber material. The powder coat is done by Poly urethane & Epoxy powder with 60 to 70micron thickness.
8	HORSE RIDER	HORSE RIDER made from "C" class G.I Pipe. The pins used are made up of bright bar. The bearings used are "6205zz" permanent lubricated sealed bearing of reputed make(SKF/FAG). High tensile steel with galvanized nut bolts are used for assembly. The ser clips used for assembly are of Ø25 mm. The powder coat is done by Poly urethane & Epoxy powder with 60 to 70 micron thickness.
9.	ROWER	ROWER made from "C" Class G.I Pipe. Closing caps are made from top quality FRP material. The pins used are made up of hardened bright bar. The bearings used are of "6203" permanent lubricated sealed bearing of reputed make. The handles used are of Rubber grip. The nut bolts used for assembly are made from S.S. material. The powder coat is done by Poly urethane & Epoxy powder with 60 to 70micron thickness.
10.	TAI-CHI SPINNER 4-WHEEL	TAI-CHI SPINNER Equipment made from "C" Class G.I. pipe Base cover cap is made up of high quality HDPE/LLDPE material in attractive colors. Closing Caps are made up of high quality HDPE/LLDPE material in attractive colors. The pins used are made up of of bright material. The bearing used is "6001" & "6205" permanent lubricated sealed bearing of reputed brand. The powder coating done with Pure Polyester powders from Ackzonoble or Berger paints with 60 to 70 micron thickness.
11.	LEG PRESS	LEG PRESS is made from "C" Class GI-pipe. The pins used are made up of Solid bar. The bearings used are of "6205 permanent lubricated sealed bearing of reputed make. The nut Bolts used for assembly are made from SS material.High tensile steel with galvanized nuts & bolts are used for assembly. The powder coating is done from Poly Rethane& Epoxy Powder with 60 to 70 Micron Thickness.

To insure for all above requirements Bidder are requested to submit test reports of raw material being used to manufacture the Outdoor Gym equipments along with drawings & Catalogue.

- Disclaimer : Product/Item Name, Pictures, diagrams, dimensions mentioned in Tender form are kept generic, any similarity is mere a coincidence.

6.3. INDICATIVE DIAGRAMS OF EQUIPMENTS

1. TRICEP PULLER



2. CROSS TRAINER / ELLIPTICAL EXERCISER

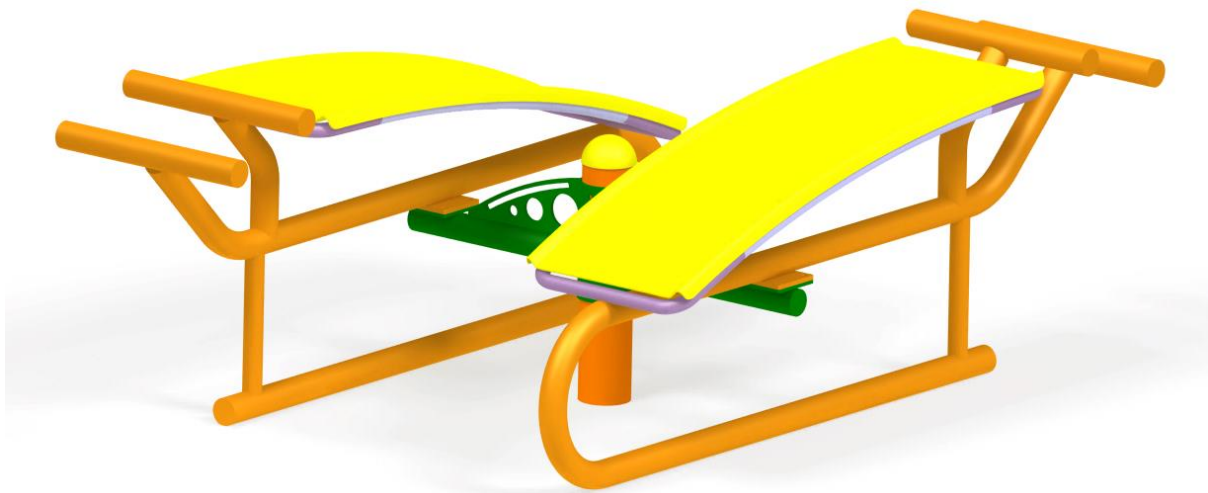


INDICATIVE PICTURES OF EQUIPMENTS

3. BACK EXTENSION



4. SIT UP BOARD /SIT UP BENCH (DOUBLE)



INDICATIVE PICTURES OF EQUIPMENTS

5. DOUBLE TWISTER



6. MULTIFUNCTIONAL TRAINER



INDICATIVE DIAGRAMS OF EQUIPMENTS

7. CHEST PRESS CUM SEATED PULLER



8. HORSE RIDER



INDICATIVE PICTURES OF EQUIPMENTS

9. ROWER



10. TAICHI SPINNER



INDICATIVE PICTURES OF EQUIPMENTS

10. LEG PRESS



SECTION-7

SUBMISSION OF R.F.P.

7. SUBMISSION OF R.F.P.

7.1 SEALING AND MARKING OF R.F.P.

- 7.1.1 The BID DOCUMENT must complete all technical and commercial aspect and should contain requisite certificate, drawings, informative literature etc. as required in the specification. Any queries made should be promptly replied within following time schedule by the bidder.
- 7.1.2 Mail query required to be replied by mail : **BY 25 JANUARY 2020**
- 7.1.3 Query by letter may be replied by letter : Queries entertained only through Mail.
- 7.1.4 First sealed envelope (part-I) should contain earnest money, technical specification, brochure literature etc. It should be super scribed with R.F.P .no. Technical bid & 'EM'. All parts of R.F.P. documents and annexure except financial bid duly signed should be submitted in the first envelope. Requisite earnest money in the form of Bank Draft/ Bank Guarantee should be attached.
- 7.1.5 The Bidder should submit price bid duly signed on the original Financial Bid attached with this R.F.P. document Second sealed envelope (part-II) should contain financial bid only. It should be super scribed with R.F.P.No:..... "Technical bid" and "Financial bid". Anything in regard of financial condition, payment terms, rebate etc. mentioned in Financial bid may make the R.F.P. invalid. Therefore, it is in the interest of the Bidder not to write anything extra in part-II except price.
- 7.1.6 The Correspondence envelope/s shall be addressed to the Deputy Commissioner, KVS Regional Office Delhi.

7.2 EXPENSES OF AGREEMENT

A formal agreement should be entered between KVS and the Bidder for the proper fulfillment of the contract. The expenses of cost of agreement papers along-with completing and stamping of the agreement shall be paid by the Bidder. The agreement shall be Rate Contract Holder valid for 12 calendar months from the date of signing the contract. However the agreement for different work/Supply & installation orders will be executed separately and **all the expenses thereof will be borne by the bidder itself.**

7.3 DEADLINE FOR SUBMISSION OF BIDS

Bids must be submitted at the date and time specified in the R.F.P. documents.

7.4 LATE BIDS

No late bid shall be entertained and no claim regarding late submission shall be entertained in this regard.

7.5. SPIRAL BINDING OF TECHNICAL BIDS

The bidder must submit **the Technical bids duly spiral binding** of all the documents being submitted. The bid pages should be clearly serial numbered.

SECTION-8

EVALUATION CRITERIA

8. EVALUATION CRITERIA

To be eligible for evaluation of its Proposal, the Applicants have to fulfill the following conditions:

8.1 MANDATORY

8.1.1 The bidder should be Original Equipment Manufacturer (OEM) of Open Gym Equipments conforming to relevant national/international standards having at least two manufacturing facilities/Units in two different Zones out of 5 Notional Zones of KVS (East, West, North, South and Central) (List of Zones further mentioned in tender form) **for Supply & installation of Open Gym in various Kendriya Vidyalayas .”** The bidder will include registered Proprietorship Firm/Partnership Firm/Pvt Ltd Company/Ltd Companies of OEM/dealer/distributors of Open Gym Equipments and are allowed to participate in the bid.

The manufacturer shall have at least One unit in any one Zone in it's ownership and the other unit in the different Zone may be either self owned or outsourced from other manufacturer with an undertaking to manufacture for them.. The Tenderer /Bidder shall have to Mandatorily submit Valid Registration of Manufacturing Unit/Plant located at more than One places in India with certificate/s issued by Government Agency clearly mentioning of Manufacturer of Open Gym Equipments. The Bidder shall submit Valid Registration Certificate with production capacity located in India.

8.1.2 Minimum Experience of having successfully completed works during the last 7 years ending previous day of last date of submission of application.

Three similar completed works costing not less than the amount equal to Rs.600.00 Lacs

OR Two similar completed works costing not less than the amount equal to Rs.900.00 Lacs OR One similar completed work of aggregate cost not less than the amount equal to Rs.1200.00 Lacs; with some Central Government Department/State Government Department/ Central Autonomous Body/Central Public Sector undertaking/State Public Sector Undertaking/City Development Authority/Municipal Corporation of City formed under any act by Central/State Government and published in Central/State Gazette.

(Completed Similar work means the work of Supply & installation/installation of Outdoor/Open Gym Equipments)

8.1.4 **TURNOVER:** Minimum Average annual financial turnover, duly verified by registered CA, should be at least **Rs.750.00 Lacs** during the immediate last 3 consecutive financial years. Audited report/audited balance sheet for the preceding three (3) financial years should be submitted along-with a summarized sheet verified by a registered CA. The bidder should not have incurred any loss in more than two years during last three consecutive balance sheets, duly certified and audited by the Chartered Accountant.

8.1.5 **SOLVENCY CERTIFICATE:** Bidders will submit latest Solvency certificate issued on or after 1 january 2020 for an amount equal to **Rs.600.00 Lacs** from a Nationalized/Scheduled bank in India.

8.1.6 Valid GST registration certificate.

8.1.7 Affidavit/Undertaking by the bidder that he/she/they has/have not been penalized banned/debarred/black listed by KVS or any other organization of State/Central Government /undertaking/ Department.

8.1.8 Bidder shall Sign duly Stamped/sealed on each page of the tender/bidding document submitted.

8.1.9 If the bidder is a dealer or distributor, he/she submit Authorised dealers/ distributors Certificate of the Original Manufacturer.

8.1.10 If the bidder is a dealer or distributor, he/she/they will submit Authorisation letter from the original Manufacturer for quoting the products in this tender.

NOTE: IF ANY BIDDER DOES NOT FULFILL THE MANDATORY MINIMUM ELIGIBILITY CONDITIONS ITS/THEIR BID/S ARE LIABLE TO BE SUMMARILY REJECTED.

NOTES:

1. Evaluation of Proposals will be done by an Evaluation Committee formed by the KVS. The Committee shall determine the approach and methodologies for the issues, which may arise during the evaluation exercise and have not been addressed in this Tender Document. The decision of the Committee shall be final and binding on all the Bidders.
2. COMPLETED SIMILAR WORK/S MEANS THE WORK OF SUPPLY & INSTALLATION/INSTALLATION OF OUTDOOR/OPEN GYM EQUIPMENTS.
3. THE EXPERIENCE/PERFORMANCE OF WORKS EXECUTED BE SUBMITTED IN THE PRESCRIBED FORMAT (AS PER ANNEXURE SECTION 12.2.2) ON THE OFFICIAL STATIONERY/LETTER HEAD OF THE DEPARTMENT/ COMPANY/ AGENCY, WITH SEAL/STAMP FOR WHICH THE WORK HAS BEEN EXECUTED. THE CERTIFICATE SHALL BE ISSUED FROM THE OFFICER NOT BELOW THE RANK OF EXECUTIVE ENGINEER / PROJECT MANAGER OR EQUIVALENT OR WORK ORDER ISSUING AUTHORITY.
4. If asked by the KVS, the Bidder/s must submit the sample of product. If any Bidder fail to comply with this within stipulated time then he may be disqualified from tender. If the department feels it is necessary then they should visit manufacturers unit to get satisfy about quality of products as mentioned at 14.29 & 14.30 in General Conditions & Information of Contract of this R.F.P.
5. The Financial Proposal of the firm/s that qualify the said eligibility criteria shall be opened. The department will have the right to arrive at reasonable eligibility L-1 price. The firm for Award of Rate Contract will be considered for Supply & installation of Equipments for a period of 12 Months.
6. Tenderer/Bidder should submit valid test certificates (for 8.2.3.1 & 8.2.3.3) issued by the Government or Government designated / authorized Lab/s accredited to national or international test centres in favour of the Manufacturing firm of Open Gym Equipments.

SECTION-9

R.F.P.OPENING AND EVALUATION

9. R.F.P.OPENING AND EVALUATION

9.1 OPENING OF R.F.P.

The procedure of opening of the R.F.P.shall be as under:

- 9.1.1 First envelop (part-I) bearing R.F.P. specification no and subscribed **“Technical bid & EMD”** shall be opened at the time and date mentioned in the R.F.P. notice by committee, constituted by KVS, in the presence of tenderers/bidders, who choose to be present. First envelope shall contain two separate envelopes of Technical Bid & EMD.
- 9.1.2 Second envelope (Part-II) containing financial bid shall be opened after establishing technical suitability of the offer as per schedule provided in the R.F.P. notice/ details. Second envelope of only those Bidders shall be opened whose first envelope (part-I) shall be found commercially clear and technically suitable and Qualified by the Evaluation Committee of the KVS.
- 9.1.3 The date of opening of financial bid shall be notified after evaluation of technical bids, intimation of this effect shall be sent to Bidders by mail/Speed post/fax etc. It will be in the interest of the Bidder to send their authorized representatives well conversant with the R.F.P. and competent enough to take decision on technical and financial matter at the time of opening of second envelope. All interested participants/Bidders/stake-holders are requested to visit/follow the KVS. website <https://rodelhi.kvs.gov.in> Tenders/e-tendering CPPP portal for regular update and details thereof

9.2 CLARIFICATION OF R.F.P.

- 9.2.1 **To assist in the examination, evaluation and comparison of bids the KVS may at its discretion ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing.**

SECTION-10

DECLARATION BY THE TENDERER/BIDDER

7. DECLARATION BY THE TENDERER/BIDDER

I/We _____

(hereinafter referred to as the Bidder) being desirous of tendering for the work of “**Rate Contract for Supply & installation of Open Gym (Green Gym) Equipments in KENDRIYA VIDYALAYA SANGATHAN**” as per the above mentioned R.F.P. and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the R.F.P. document, DO HEREBY DECLARE THAT :

1. The Bidder is fully aware of all the requirements of the R.F.P. document and agrees with all provisions of the R.F.P. document.
2. The Bidder is capable of completing the work as required in the tender.
3. The Bidder accepts all risks and responsibilities directly or indirectly connected with the performance of the tender.
4. The Bidder has no collusion with other Bidder, any employee of KVS or with any other person or firm in the preparation of the bid.
5. The Bidder has not been influenced by any statement or promises of KVS or any of its employees, but only by the R.F.P. document.
6. The Bidder is financially solvent and sound to execute the work.
7. The Bidder is sufficiently experienced and competent to perform the contract to the satisfaction of KVS.
8. The information and the statements submitted with the R.F.P. are true.
9. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
10. The Bidder has not been banned/debarred/black listed by KVS or any other organization of State/Central Government /undertaking/ Department.
11. This offer shall remain valid for acceptance for 6 (Six) months from the date of opening of the tender.
12. The Bidder has attached herewith the earnest money as required in the R.F.P. document.
13. The Bidder accepts that the earnest money be absolutely forfeited by KVS if the Bidder fails to undertake the work or sign the contract within the stipulated period.
14. The Bidder gives the assurance to execute the tendered work as per specifications, terms and conditions of Work, Warranty and A.M.C.
15. The bidder gives the assurance that no misleading or false representation or deliberately suppressed information in the forms, statements and enclosures has been submitted.
16. If the R.F.P.is submitted through Power of Attorney the Bidder has submitted Power of Attorney for Signing of Application as per format in favour of the Authorized Signatory.
17. At any stage, if any documents/information submitted by the bidder found forged/ false/ incomplete/unsatisfactory, the KVS may reject the bid without any notice and bidder may be blacklisted from the KVS. and the bidder will have no objection to it.

**(Signature of Bidder)
with SEAL**

SECTION-11

CHECK LIST OF ANNEXURES

11. CHECK LIST OF ANNEXURES

S. NO.	Particulars	Yes/No	PAGE NO.
1	Details of R.F.P. document fee (Rs.1000/-)		
2	Details of Earnest money (Rs.30,00,000/-)		
3	Indian manufacturers and its dealers / distributors Registration Certificate.		
4	Registration Certificate of manufacturing unit/plant License with production capacity located in India. Registration in NSIC, MSME, & Industrial Authority for Manufacturing License of Open Gym Equipments etc.		
5	If the bidder is a dealer or distributor, he/she submit Authorized dealers/ distributors Certificate of the Original Manufacturer		
6	If the bidder is a dealer or distributor, he/she/they will submit Authorization letter from the original Manufacturer for quoting the products in this tender		
7	Financial Turnover (last three financial years) duly verified by a registered Chartered Accountant for the year 2016-17, 2017-18 & 2018-19.		
8	The Bidder should have adequate financial stability and status to meet the financial obligations pursuant to the scope of works. Audit report/ audited balance sheet by CA of last three financial years.		
9	Validity of Bids		
10	Valid GST registration certificate. A copy of which should be enclosed.		
11	PAN Registration Copy		
12	Solvency Certificate		
13	Power of Attorney/Authorization letter of the Bidder, for the person representing his firm, that he is authorized to sign, deal with specific mention of this tender on behalf of the firm.		
14	Experience -Relevant project(s) Completed (number of pages /copies attached)		
15	Declaration/Undertaking stating that the company is / has not been banned/debarred/black listed by any organization of Central Government Departments / State Government / Statutory Bodies / Autonomous Bodies/ PSUs/ Private Sectors etc.		
16	Testing Certificate Report (in the name of manufacturer firm of equipments for bidder) of		

KENDRIYA VIDYALAYA SANGATHAN REGIONAL OFFICE DELHI

	Strength of metal pipes used from any Govt. or Government designated/ authorized Lab/s		
17	Test Certificate/Report (in the name of manufacturer firm of equipments for bidder) of bearing used from any Government or Government designated/ authorized Lab/s		
18	I.S.O. Certification		
19	EN16630 Certification to Manufacturing firm		
20	Details of PLANT & MACHINERY with documentary proof: Powder Coating Plant, Pipe Bending Machine, Welding Machine, Automatic Cutting Machine, Fixtures for Fabrication		
21	specification along-with catalogue		
22	Purchased/Downloaded R.F.P./tender document attached or not		
23	Signed and Stamped on each page of the tender document.		

Please flag the annexures and write pages number in the box.

All the documents submitted shall be page numbered.

SPIRAL BINDING OF TECHNICAL BIDS

The bidder must all documents of Technical bids in spiral binding. The bid pages should be clearly serial numbered.

**(Signature of Bidder)
With Seal**

SECTION-12

APPLICATION FORMAT & ANNEXURE PROFORMAS

12. APPLICATION FORMAT & ANNEXURE PROFORMAS

12.1 APPLICATION FORMAT FOR SUBMISSION OF BID

FROM:

(Full name and address of the Bidder)

M/S.....
.....
.....
.....

To

DY COMMISSIONER
KENDRIYA VIDYALAYA SANGATHAN
REGIONAL OFFICE, DELHI

Subject: Offer in response to Request for Proposal for Rate Contract for Supply & installation of Open Gym (Green Gym) Equipments in KENDRIYA VIDYALAYA SANGATHAN.

Sir,

I/We hereby submit our offer in full compliance with terms & conditions of the attached R.F.P. The BID is submitted in two separate and sealed envelopes marked Part-I Technical Bid & Part-II Financial Bid.

The bidder gives the assurance that no misleading or false representation or deliberately suppressed information has been submitted.

I/We hereby certify that all the statement made and information supplied in the enclosed documents are true and correct.

I/We have furnished all information and details necessary for eligibility and have no further pertinent information to Supply & installation.

The Technical bids are being submitted in **Spiral Binding** of all the documents.

The bid contains _____ pages.

(Signature of Bidder)
With Seal

12.2 ANNEXURE PROFORMAS

12.2.1 FORMAT / COVERING LETTER FOR SUBMISSION OF TECHNICAL BID

(To be submitted on Bidder's Letter Head duly signed by the Bidder's authorized signatory)

To

DY COMMISSIONER
KENDRIYA VIDYALAYA SANGATHAN
REGIONAL OFFICE, DELHI

Sub: Rate Contract for Supply & installation of Open Gym Equipment in KENDRIYA VIDYALAYAS.

Sir,

I/We hereby submit our Technical Bid for the work subjected above along with necessary documents.

We are the Manufacturer of Open Gym Equipments. (if the bidder is a manufacturer).

I/We submit our Technical Bid as a Dealer / Distributor of _____ Our principal manufacturer is M/s. _____

I/We will Supply & installation the Outdoor Gym Equipments of the make of _____

I/we are enclosing all the documents of technical bids as per Section-17 of this R.F.P.

I/We hereby certify that all the statements made and information supplied in the enclosed forms are true and correct.

I/We have furnished all information and details necessary for eligibility and have no further pertinent information to Supply & installation.

This offer is being made by us after taking into consideration all the terms and conditions stated in the RFP/R.F.P. document, accept all risks and contingencies and all other conditions that may affect the Financial proposal.

We agree to keep our offer valid for **12 Months** from the due date of opening of this Technical Bid/Proposal AND further validate the offer of Financial Bids for another 12 months from the date of opening of Financial Bids.

The Technical bids are being submitted herewith and all documents have been got done **Spiral Binding**.

Encl. : Pages 1 to _____

Authorized signatory
Name & Seal of Bidder

Date:
Place

12.2.2 EXPERIENCE (PROFORMA/FORMAT)

Details of project completed in respect of Supply & installation / Installation of Open Gym Equipments in favour of the Bidder

Please fill in information about similar projects undertaken, if any in the following format

1. Name of organization, which has awarded the work:
2. Name and address of the firm/ contractor who have executed the work:
3. Name & location of the work. :
(Please also enclosed copy of work order)
4. Nature of Work Executed / Completed:
5. Total contractual amount :
6. Total cost of work completed
7. Date of Award :
8. Date of Completion of Work
9. Detail of involvement in work as an individual or as a company or as partner or Joint Venture Firm etc.
10. Was the work satisfactory completed within stipulated period or not?
(Please attach copy of the related document/ Item/s of work executed/performed)

Signature & Seal of Issuing Authority

NOTE

COMPLETED SIMILAR WORK/S MEANS THE WORK OF SUPPLY & INSTALLATION/INSTALLATION OF OUTDOOR GYM/OPEN GYM EQUIPMENTS OR THE EXPERIENCE/PERFORMANCE OF WORKS EXECUTED BE SUBMITTED IN THE PRESCRIBED FORMAT ON THE OFFICIAL STATIONERY/LETTER HEAD OF THE DEPARTMENT/ COMPANY/ AGENCY, WITH SEAL/STAMP FOR WHICH THE WORK HAS BEEN EXECUTED. THE CERTIFICATE SHALL BE ISSUED FROM THE OFFICER NOT BELOW THE RANK OF EXECUTIVE ENGINEER / PROJECT MANAGER OR EQUIVALENT OR WORK ORDER ISSUING AUTHORITY.

12.2.3 FORMAT FOR TURNOVER & FINANCIAL CAPABILITY OF BIDDER

Particulars/ Accounting Year	2016-17	2017-18	2018-19
1. Authorized Share Capital			
2. Paid up Share Capital (excluding share Application Money and Preference Shares)			
3. Reserves and Surpluses (excluding revaluation reserves)			
4. Total Turnover of the Firm			
5. Debt mobilized during the year			
6. Net Profit for the year			

Note:

1. Attach certified copies of Annual Audited Balance Sheet and IT Returns Certificate for the past 3 years.
2. Attach Certificate duly signed by the Statutory Auditors depicting year-wise mobilization.
3. The above data must be submitted for all Relevant Consortium members, duly certified by Statutory Auditor.
4. The bidder should not have incurred any loss in more than two years during last five consecutive balance sheets, duly certified and audited by the Chartered Accountant.

Signed by CA/Statutory Auditors
(with seal & registration no.)
(Signature of Bidder)
with SEAL

12.2.5 FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

Power of Attorney

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr /Ms. _____ (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging construction of the project in the country of India, including signing and submission of all documents and providing information/responses to KVS, representing us in all matters before KVS, and generally dealing with KVS in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

.....

Accepted

_____ (Signature)

(Name, Title and Address) of the Attorney

Note:

The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure. (To be signed and executed on non- judicial Stamp Paper)

**12.2.6 BANK GUARANTEE PROFORMA FOR E.M.D.
(In case of EMD deposited through Bank Guarantee)**

(To be executed on non Judicial stamped paper of an appropriate value)

No.....

Date.....

Bank Guarantee in favour of “KVS RO DELHI” payable at New Delhi. And shall be addressed to :

Bank Guarantee No : Date.....
Amount of Guarantee :
Guarantee Period : From to..... (Minimum 8 (eight) Months)
Guarantee Expiry Date :
Last date of Lodgement :

Whereas M/s.....(Hereinafter called “the bidder”) has submitted its bid dated.....for Supply & installation of Open / Outdoor Gym Equipments in KVS vide Tender/R.F.P.No. NO. _____ DATED _____ Know All Men by these presents that WEof having our registered office at (Hereinafter called ‘the Bank’) are bound unto The Commissioner, KVS (hereinafter called the “Owner”) in the sum of Rs.30,00,000/- (Rupees Thirty lac only) for which payment will and truly to be made to the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form.
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
 - (a) fails or refuses to execute the Contract, if required;
OR
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.
OR
 - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the KVS.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in R.F.P. for a period of eight (8) months of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Address of witness

Signature of the Bank Authority
Name
Signed in capacity of
Full address of Branch
Tel No. and Fax No. of Branch

12.2.7

FORMAT FOR FINANCIAL PROPOSAL

(To be submitted and signed by the Bidder's authorised signatory)

To

DY COMMISSIONER
KENDRIYA VIDYALAYA SANGATHAN

Sub: Rate Contract for Supply & installation of Open Gym Equipment in KENDRIYA VIDYALAYAS

Sir,

We hereby submit our Financial Offer for the captioned project. If the Rate Contract is awarded to us, we agree to perform the subjected work for KVS as per the terms given in the Request for Proposal/Tender Document and further instructions issued by KVS from time to time.

(Note: In case of any difference in amount in figures and words, the amount in words shall be applicable.)

This offer is being made by us after taking into consideration all the terms and conditions stated in the R.F.P./Tender document, accept all risks and contingencies and all other conditions that may affect the Financial proposal.

Rates quoted in this Financial Bid / Quotations are inclusive of all taxes and duties.

We agree to keep our offer valid for **12 Months** from the due date of opening of this Financial Proposal.

**Authorised signatory
Name & Seal of Bidder**

Date:
Place:

**12.2.9 BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY
(In case of PERFORMANCE SECURITY deposited through Bank Guarantee)**

(To be executed on non Judicial stamped paper of an appropriate value)

Bank Guarantee in favour of “KVS RO DELHI” payable at New Delhi. And shall be addressed to :

**DY COMMISSIONER
KENDRIYA VIDYALAYA SANGATHAN**

Bank Guarantee No : Date.....
Amount of Guarantee :
Guarantee Period : From to..... (27 Months)
Guarantee Expiry Date :
Last date of Lodgement :

WHEREAS Dy Commissioner, KENDRIYA VIDYALAYA SANGATHAN (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of Intent(LoI)*] (“**Contract**”) with..... [*insert name and address of the Successful Bidder*](hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution the work of “Supply & installation of Open Gym (Green Gym/Garden Gym) Equipments in KENDRIYA VIDYALAYA SANGATHAN” through COMMISSIONER, KVS, _____ shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number **KVS/2019-20/ _____ Dated _____** and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 5% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid upto 27 months from the date of Letter of Intent or the Contract Period including any extension thereof whichever is later.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

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- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount as and when claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.
- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here].....only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the validity period of this Guarantee as mentioned above.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within twelve (12) months from the date of expiry period of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

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- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or not fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further EXTEND THE BANK GUARANTEE, TILL THE CONTRACTOR FULFILS ITS OBLIGATIONS UNDER THE CONTRACT.
- (XI) WE HAVE THE POWER TO ISSUE THIS BANK GUARANTEE IN YOUR FAVOUR UNDER MEMORANDUM AND ARTICLE OF ASSOCIATION AND THE UNDERSIGNED HAS FULL POWER TO DO SO UNDER THE POWER OF ATTORNEY DATED [DATE OF POWER OF ATTORNEY TO BE INSERTED].....GRANTED TO HIM BY THE BANK.

DATE:

BANK

CORPORATE SEAL OF THE BANK

BY ITS CONSTITUTED ATTORNEY SIGNATURE OF A PERSON DULY AUTHORIZED TO SIGN ON BEHALF OF THE BANK

12.2.10

AGREEMENT PROFORMA

CONTRACT AGREEMENT NO.....

DATED

THIS AGREEMENT IS MADE ON THE _____ BETWEEN
KENDRIYA VIDYALAYA SANGATHAN (HEREINAFTER REFERRED TO AS “**KVS**”
 WHICH EXPRESSION UNLESS EXCLUDED OR REPUGNANT TO THE CONTEXT
 BE DEEMED TO INCLUDE HIS SUCCESSORS AND ASSIGNS), AND WHOSE
 PRINCIPAL PLACE OF OFFICE IS AT

AND

M/S. _____ (HEREINAFTER REFERRED TO AS
 “**CONTRACTOR**”) WHICH EXPRESSION SHALL UNLESS EXCLUDED BY OR
 REPUGNANT TO THE CONTEXT BE DEEMED TO INCLUDE HIS SUCCESSORS,
 HEIRS, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES AND ASSIGNS) OF
 THE OTHER PART FOR EXECUTING THE WORKS TO AWARDED AGAINST THE
 WORK OF “ **RATE CONTRACT FOR SUPPLY & INSTALLATION OF OPEN
 GYM (GREEN GYM) EQUIPMENTS IN KENDRIYA VIDYALAYA SANGATHAN**”

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

- I. **WHEREAS** THE KVS INVITED BIDS THROUGH OPEN TENDER, VIDE R.F.P. / NOTICE INVITING TENDER VIDE NO. KVS/2018-19/____ DATED _____ FOR “ **RATE CONTRACT FOR SUPPLY & INSTALLATION OF OPEN GYM (GREEN GYM) EQUIPMENTS IN KENDRIYA VIDYALAYA SANGATHAN.**”
- II. **AND WHEREAS** THE CONTRACTOR HAS SUBMITTED HIS BID AS INDIVIDUAL / JOINT VENTURE FIRM IN ACCORDANCE WITH THE PROCEDURE MENTIONED ALONG WITH THE BID DOCUMENTS AND REPRESENTED THEREIN THAT IT FULFILLS ALL THE REQUIREMENTS AND HAS RESOURCES AND COMPETENCE TO EXECUTE THE WORK FOR KVS
- III. **AND WHEREAS** THE KVS HAS SELECTED **M/S.** _____ AS THE SUCCESSFUL BIDDER (“THE CONTRACTOR”) PURSUANT TO THE BIDDING PROCESS KVS ISSUED THE LETTER OF INTENT VIDE NO. KVS/ 2018-19/___ DATED _____ TO THE CONTRACTOR FOR A TOTAL SUM OF RS. _____ AT THE ITEM RATES AS UNDER:

S. NO.	ITEM NO. IN RFP	NAME OF EQUIPMENT	AWARDED RATES OF EACH EQUIPMENT
1			
2			
3			
4			
5			
6			
7			
8			
9.			
10			

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- IV. AND WHEREAS** THE KVS DESIRES THAT THE CONTRACTOR EXECUTE THE WORKS AGAINST THE WORK ORDERS TO BE ISSUED ON THE BASIS OF THIS AGREEMENT. AND ISSUED THE LETTER OF AWARD VIDE W.O.NO. KVS/2019-20/_____ DATED _____ FOR ITS DUE PERFORMANCE.
- V. AND WHEREAS** THE CONTRACTOR ACKNOWLEDGES THAT THE KVS SHALL ENTER INTO CONTRACTS WITH OTHER CONTRACTORS / PARTIES IN CASE THE CONTRACTOR FALLS INTO BREACH OF THE TERMS AND CONDITIONS AS STIPULATED IN THE R.F.P./TENDER DOCUMENT AND SHALL WAIVE ITS CLAIM WHATSOEVER IN THIS REGARD.
- VI AND WHEREAS** THE CONTRACT SHALL BE FOR A 12(TWELVE) MONTHS. KVS SHALL ISSUE SEPARATE WORK ORDERS FOR EXECUTION OF WORKS AT VARIOUS LOCATIONS UNDER ITS JURISDICTION FOR DIFFERENT EQUIPMENTS AS PER REQUIREMENT. THE CONTRACTOR SHALL EXECUTE THESE WORKS WITHIN THE SPECIFIED PERIOD. THE DATE OF START SHALL BE RECKONED FROM 10TH DAY OF ISSUE OF WORK ORDERS FROM TIME TO TIME.
- VII. AND WHEREAS** THE CONTRACTOR HAS ALSO AGREED AND DEPOSITED PERFORMANCE SECURITY IN FAVOUR OF KVS FOR RS. _____ VIDE PAY ORDER/ B.G. NO. _____ FOR ITS DUE PERFORMANCE. IN CASE OF BREACH OF CONTRACT OR IN THE EVENT OF NOT FULFILLING THE MINIMUM REQUIREMENTS / STATUTORY REQUIREMENTS, THE KVS SHALL HAVE THE RIGHT TO TERMINATE THE CONTRACT FORTHWITH IN ADDITION TO FORFEITING THE PERFORMANCE SECURITY AMOUNT DEPOSITED BY THE CONTRACTOR AND INITIATING ADMINISTRATIVE ACTIONS FOR BLACK LISTING ETC. SOLELY AT THE DISCRETION OF THE COMPETENT AUTHORITY OF THE OFFICE OF THE KVS.
- VIII. AND WHEREAS** THE TERMS AND CONDITIONS OF THIS CONTRACT HAVE BEEN FULLY AGREED TO BETWEEN THE KVS AND THE CONTRACTOR AS PARTIES OF COMPETENT CAPACITY AND EQUAL STANDING AND ARE ALSO ATTACHED HERETO.
- IX. AND WHEREAS** THE CONTRACTOR HAS FULLY READ, UNDERSTOOD AND SHALL ABIDE BY ALL THE TERMS AND CONDITIONS AS STIPULATED IN THE RFP/TENDER DOCUMENTS & ADDENDUM THEREOF, FAILING WHICH THE CONTRACT IS LIABLE TO BE TERMINATED AT ANY TIME, WITHOUT ASSIGNING ANY REASONS BY THE KVS.
- X. AND WHEREAS** THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF GST WITH THE CONCERNED DEPARTMENT.
- XI. AND WHEREAS** THE KVS AND THE CONTRACTOR AGREE AS FOLLOWS:
1. IN THIS AGREEMENT (INCLUDING THE RECITALS) CAPITALIZED WORDS AND EXPRESSIONS SHALL HAVE THE SAME MEANINGS AS ARE RESPECTIVELY ASSIGNED TO THEM IN THE CONTRACT DOCUMENTS REFERRED TO.
 2. THE FOLLOWING DOCUMENTS SHALL BE DEEMED TO FORM AND BE READ AND CONSTRUED AS PART OF THIS AGREEMENT. THIS

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AGREEMENT SHALL PREVAIL OVER ALL OTHER CONTRACT DOCUMENTS.

- (A) LETTER OF INTENT _____ DATED _____ ISSUED BY THE KVS.
 - (B) LETTER OF AWARD VIDE W.O.NO. KVS/2018-19/____ DATED _____ ISSUED BY THE KVS
 - (C) THE COMPLETE BID, AS SUBMITTED BY THE CONTRACTOR.
 - (D) THE ADDENDUM, IF ANY, ISSUED BY THE KVS.
 - (E) ANY OTHER DOCUMENTS FORMING PART OF THIS CONTRACT AGREEMENT TILL DATE. (PERFORMANCE SECURITY, BANK GUARANTEE)
 - (F) SUPPLEMENTARY AGREEMENTS EXECUTED FROM TIME TO TIME.
3. ANY CHANGES/MODIFICATIONS/AMENDMENTS REQUIRED TO BE INCORPORATED IN THE CONTRACT AGREEMENT AT A LATER STAGE SHALL BE DISCUSSED AND MUTUALLY AGREED BY BOTH THE PARTIES AND SUCH SUPPLEMENTARY AGREEMENTS SHALL BE BINDING ON BOTH THE PARTIES AND SHALL FORM THE PART OF THIS CONTRACT AGREEMENT.
4. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF INDIA. EACH PARTY HEREBY SUBMITS TO THE JURISDICTION AS SET OUT IN THE DISPUTE RESOLUTION PROCEDURE IN THE CONDITIONS OF CONTRACT.
5. THE CONTRACTOR HAS AGREED FOR ONSITE WARRANTEE FOR ONE YEAR AND MAINTAIN THE EQUIPMENTS FOR ONE YEAR MANDATORY WITH THE KVS/END USER. THE CONTRACTOR HAS FURTHER AGREED FOR THE CONTINUED SUPPLY & INSTALLATION OF SPARE PARTS, REPAIRING OF FAULTY MODULES/PARTS OVER A MINIMUM PERIOD OF FIVE YEARS AFTER THE DATE OF COMPLETION OF ONE YEAR WARRANTY PERIOD.

XII. AND WHEREAS (IF BIDDER A JOINT VENTURE FIRM) IT HAS BEEN AGREED BY THE CONTRACTOR THE CONSTITUTION OF JV FIRM SHALL NOT BE ALLOWED TO BE ALTERED DURING THE CURRENCY OF CONTRACT EXCEPT WHEN MODIFICATION BECOME INEVITABLE DUE TO SUCCESSION LAWS ETC. FAILURE TO OBSERVE THIS STIPULATION SHALL BE DEEMED TO BE BREACH OF CONTRACT WITH ALL CONSEQUENTIAL PENAL ACTION AS PER CONTRACT CONDITIONS.

XII. AND WHEREAS (IF BIDDER A JOINT VENTURE FIRM) IT HAS BEEN AGREED BY THE CONTRACTOR THAT AN AGREEMENT (S.P.V.) AMONG THE MEMBERS OF THE JV FIRM HAS BEEN EXECUTED AND GOT REGISTERED BEFORE THE REGISTRAR OF THE COMPANIES UNDER COMPANIES ACT, OR BEFORE THE REGISTRAR/SUB-REGISTRAR UNDER THE REGISTRATION ACT, 1908. THIS AGREEMENT SHALL BE SUBMITTED BY THE JV FIRM TO THE KVS. THIS AGREEMENT FORMAT (S.P.V.) SHALL INVARIABLY BE PART OF THE TENDER CONDITION. IN CASE THE TENDERER/ BIDDER FAILS TO OBSERVE/COMPLY WITH THIS STIPULATION, THE FULL EARNEST MONEY DEPOSIT (EMD) AND WORK ORDER SECURITY/ PERFORMANCE SECURITY SHALL BE FORFEITED AND OTHER DUE PENAL ACTIONS SHALL BE TAKEN AGAINST PARTNERS OF THE JV AND THE JV. THE MEMBERS OF THE JV FIRM SHALL BE JOINTLY AND SEVERALLY LIABLE TO THE KVS FOR EXECUTION OF THE PROJECT IN ACCORDANCE WITH THIS RFP. THE JV MEMBERS SHALL ALSO BE LIABLE JOINTLY AND SEVERALLY FOR THE LOSS, DAMAGES CAUSED TO THE KVS DURING THE COURSE OF EXECUTION OF THE CONTRACT OR PART THEREOF. IT

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SHALL BE VALID DURING THE ENTIRE CURRENCY OF THE CONTRACT INCLUDING THE PERIOD OF EXTENSION IF ANY AND THE MAINTENANCE PERIOD AFTER THE WORK IS COMPLETED. THE JOINT VENTURE AGREEMENT SHALL IN ALL RESPECT BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH INDIAN LAWS. ALL NOTICES/CORRESPONDENCES WITH RESPECT TO THE CONTRACT WOULD BE SENT ONLY TO AUTHORIZED MEMBER OF THE JV FIRM.

XIV. IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED IN ACCORDANCE WITH THE LAWS OF INDIA TO WITNESS THE TERMS & CONDITIONS, WHICH HAVE BEEN AGREED TO BY THE SAID PARTIES ON THE DAY, MONTH AND YEAR INDICATED ABOVE.

SIGNED ON BEHALF OF THE CONTRACTOR
BEHALF OF

SIGNED ON
KENDRIYA VIDYALAYA SANGATHAN

(AUTHORIZED SIGNATORY)

**(AUTHORIZED
SIGNATORY)**

12.2.11

O.E.M. CERTIFICATE

**ORIGINAL EQUIPMENT MANUFACTURER CERTIFICATE FOR EQUIPMENTS
AND ITS SPARES PARTS
CERTIFICATE AUTHORISATION TO DEALER / DISTRIBUTOR OF
EQUIPMENTS**

TO
DEPUTY COMMISSIONER
KENDRIYA VIDYALAYA SANGATHAN
REGIONAL OFFICE DELHI

Sub: OEM Authorization of Channel Partner of our products for empanelment under Rate Contract with KVS

Dear Sir,

1. We are the reputed Original Equipment Manufacturer (OEM) of Open Gym Equipments and authorize our under-mentioned Dealer / Distributor firm to submit/ negotiate the tenders, process the same further and enter into Rate Contracts with KVS for supplies of our manufactured products to KVS (Kendriya Vidyalayas.

2. We further confirm/certify/undertake the following:

a) The said channel partner shall quote/offer/Supply & installation our OEM Products at most competitive Price and commercial terms which are settled from time to time based on requirements and market conditions.

b) No other Supplier/Firm/Company or individual is authorized by us for the said purpose (KVS Rate Contracts).

c) Our OEM standard Guarantee/Warrantee shall be applicable for our products, which shall be supplied by the said Channel Partner Dealer / Distributor under KVS Rate Contract.

d) The products supplied against KVS Rate Contract will be brand new, in our current production and suitably tropicalized to suit Delhi conditions. The versions going out of productions and/or upgraded shall also be immediately informed to KVS.

e) The Spares & Accessories for our products shall be made available for entire life cycle time of products or at least 7 years, whichever is later.

f) Our said Channel Partner would sign and execute all required documents including integrity Pact for the said purpose with KVS and continue to perform up to validity period mentioned hereunder and also extendable thereafter.

g) We also agree to submit all the required certificates including quality certifications for our OEM products and audited financial documents as and when required by KVS.

h) In the event of failure on the part of said Channel Partner, the pending liabilities under the Rate Contracts shall be complied by us through our changed KVS registered Channel Partner.

i) In the event of any change in the aforesaid matter, the same shall be immediately informed to KVS.

3. Ours and Channel Partner Dealer / Distributor details are briefly stated as under:

a) _____

[name and complete address of main/head office of OEM, including name of concerned contact official,
phone no and e-mail]

b) _____

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[name and address(es) of all the manufacturing/production facilities of OEM across the globe evidencing country of origin of concerned products]

a) _____

[list of broad category of concerned products including specific models of OEM for KVS Rate Contract]

b) _____

[name and complete address of the said Channel Partner Dealer / Distributor firm including name of concerned official, phone no and e-mail]

c) _____

[present validity period of this authorization/agreement, extendable thereafter]

4. This authorization/agreement has been signed, executed and extended from time to time if any by us, duly signed by our authorized authority who is the competent authority in accordance with the Power of Attorney authorized by our Board of Directors (evidence enclosed).

Enclosure: as above.

Date:

Place:

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of M/s _____

[Name, address and stamp of the OEM on their letter head]

Copy to:

M/s _____

[Name and full address of Channel Partner]

Note: This letter of authorization should be on the letter head of the manufacturing firm (OEM) and should be signed by a person competent and having the power of attorney to legally bind the manufacturer (OEM). Document evidencing the same to be attached.

SECTION-13

AWARD OF CONTRACT

13 AWARD OF CONTRACT

13.1 NEGOTIATION OF RATES

- 13.1.1 KVS reserves the right of **negotiation** with eligible bidder/s before the finalization of the R.F.P.
- 13.1.2 If the price of L1 is not acceptable, KVS may in the first instance negotiate with L1 only for arriving at a reasonable/acceptable price.
- 13.2 The KVS reserves the right at the time of award of Rate Contract to contractor to increase or decrease the quantity of goods and locations of Supply & installation without any change in price or other terms and conditions.
- 13.3 The Department may increase or decrease the contract before and after the award of work to respective bidder/s as per their performance & capability.

13.4 KVS RESERVES THE RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

KVS reserves the right to reject any or all the tenders or accept any R.F.P.in total or in parts or work may be divided among various Bidders without assigning any reason thereof.

13.5 NOTIFICATION OF AWARD

Prior to the expiration of the period of R.F.P. validity the KVS will notify the Bidders by registered letter or e-mail or Fax, to be confirmed in writing by letter, that the bid has been accepted.

13.6 ISSUE OF WORK/SUPPLY & INSTALLATION ORDERS & EXECUTION PERIOD

- 13.6.1 The Agency / Firm/s, will be finalized for Rate Contract for a period of 12 months from the date of finalization of award of Rate Contract Holders. The period may be extended further after obtaining mutual consent from the Rate Contract Holders and approval from the competent authority in KVS.
- 13.6.2 The works will be awarded during this contracted period and these works shall have to be completed within 90 (Ninety) days from the date of award of work/s/order as per the instructions of Work-in-charge. However in exigency of work KVS may ask Rate Contract Holders to Supply & installation the equipments on short notice.
- 13.6.3 System of allotting Supply & installation orders will be done in serial order and draw may be made for the same as per the requirement.
- 13.6.4 To ensure timely completion of the Supply & installation a written undertaking from the contractors may be taken about the current status of work in hand already awarded to them before awarding fresh orders.
- 13.6.5 Separate Supply & installation orders will be issued to Rate Contract Holders for Supply & installation of equipments at different/separate parks / locations as per requirement of KVS.
- 13.6.6 On the basis of Supply & installation required draw of lots may be made and Supply & installation orders may be issued to the contractors on rotation after following all formalities. The works will be

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distributed through lottery/draw system among the Rate Contract Holders.

- 13.6.7 In case any Rate Contract Holder defaults in making Supply & installation against the Supply & installation order/s within stipulated time, he will be issued notice to show cause as to why he should not be removed from the system and the said firm shall not be considered for allotment of work till the desired Supply & installation is received as per Supply & installation orders or decision of the show cause notice is finalized.
- 13.6.8 The Rate Contract Holder shall abide by the terms and conditions as approved by the KENDRIYA VIDYALAYA SANGATHAN from time to time.

13.7 CONTRACT

Before execution of the work, a contract agreement for execution of the work shall be signed with the Bidder, as per the draft agreement issued by KVS. Since the agreement will be of Annual Rate Contract type, it will be same for all the eligible Bidders and no deviations will be accepted. Bidder has to sign the agreement within the **15 days** of communication of acceptance of the offer by KVS; otherwise earnest money of the Bidder deposited with the R.F.P. shall be forfeited. The expenses of stamp duty, with respect to the agreement/s shall be borne by the Bidder. If required and desired by the end user the successful Bidder may have to enter in an agreement with the end user on the similar terms & conditions. The cost of stamp duty, with respect to the agreement/s, in respect of individual work orders placed against this contract shall be borne by the Bidder.

SECTION-14

GENERAL CONDITIONS & INFORMATION OF CONTRACT

14 GENERAL CONDITIONS & INFORMATION OF CONTRACT

- 14.1 KVS shall mean KENDRIYA VIDYALAYA SANGATHAN or representative of KENDRIYA VIDYALAYA SANGATHAN with office at _____ and shall also include its successors in interest and assignees. The contractor shall mean the person whose R.F.P. has been accepted by KVS and shall include his legal representatives, successors in interest and assignees.
- 14.2 The agreement shall be a **Rate Contract for 12 calendar months**. The work shall be completed within 90 days from the date of placement of Supply & installation order. However KVS may in case of urgency ask the firm to complete the work earlier, with the mutual consent of the contractor. In case the contractor fails to Supply & installation the said equipments within stipulated time, KVS will be at liberty to get the work executed from the open market or from other Rate Contract Holders without calling any R.F.P. and without any notice to the contractor, at the risk and cost of the contractor. If any additional cost is incurred by KVS the same shall be recovered from the contractor. If the cost of Supply & installation of equipments as aforesaid shall exceed the balance due to the contractor and the contractor fails to make good the additional cost, KVS may recover it from the contractors' pending claims against any work in KVS or in any other departments/office in a lawful manner.
- 14.3 That on the request of the contractor and also in the interest of the organization the KVS is at liberty to extend the validity of the agreement, subject to that the request of the contractor is received before the expiry of the agreement period, or any extended period granted to the contractor.
- 14.4 It will be the sole responsibility of the contractor, to make good all the orders placed as per time schedule, and to ensure quality parameters, specifications and other requirements provided in the R.F.P. document and as per agreement.
- 14.5 The agreement shall be deemed to be extended till the date of completion of last Supply & installation order subject to the completion period as provided in the clause 14.2.
- 14.6 In the interest of the work and the programme, agreement executed between the Bidder and the KVS may be extended to a mutually agreed period, if the need so arises.
- 14.7 It shall be sole responsibility of the contractor to get verified the quality & quantity of the supplied material at the site of delivery.

14.8 LIQUIDATED DAMAGES

- 14.8.1** If the contractor fails to perform the services within the time periods specified in the contract, the KVS shall without prejudice to its other remedies under the contract deduct from the contract price as liquidated damage, a sum equivalent to 1% of the price of the unperformed services for each week of delay until

actual performance up to a maximum deduction of 5% of the Supply & installation order. If the contractor fails to Supply & installation the Equipments within the 10 weeks delay period, the work order may be treated as cancelled and the 5% performance security money deposit, will be forfeited. Once the maximum of the penalty is reached, the KVS may consider termination of the contract and may take further action for debarring / blacklisting of the contractor in KVS.

14.8.2 The contractor shall have to comply with all the rules, regulations, laws and by-laws for the time being in force and the instructions if any, of the organization. KVS shall have no liability in this regard.

14.9 FORCE MAJEURE

14.9.1 Notwithstanding the provisions of clauses contained in this deed; the contractor shall not be liable for forfeiture of its performance security, liquidated damages, termination for default, if he is unable to fulfill his obligation under this deed due to event of force majeure circumstances.

a. For purpose of this clause, "Force majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of Govt. either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes.

b. If a force majeure situation arises, the contractor shall promptly notify the KVS in writing within a week from the date situation so arises.

14.9.2 The High Court of Delhi and Courts subordinate thereto, shall alone have jurisdictions to the exclusion of all other courts.

14.9.3 The contract shall not without the consent in writing of KVS, transfer, assign or sublet the work under this contract or any substantial part thereof to any other party

14.9.4 KVS shall have at all reasonable time access to the works being carried out by the contractor under this contract. All the work shall be carried out by the contractor to the satisfaction of KVS.

14.9.5 If any question, dispute or difference what so ever shall arises between KVS and the contractor, in the connection with this agreement except as to matters, the decisions for which have been specifically provided, either party may forthwith give to the other notice in writing of existence of such question, dispute or difference and the same shall be referred to the sole arbitration of the Commissioner or a person nominated by him. This reference shall be governed by the Indian Arbitration Act, and the rules made there under. The award in such arbitration shall be final and binding on both the parties. Work under the

agreement shall be continuing during the arbitration proceedings unless the KVS or the arbitrator directs otherwise.

14.9.6 KVS may at any time by notice in writing to the contractor either stop the Supply & installation altogether or reduce or cut it down. If the Supply & installation is stopped all together, the contractor will only be paid for item supplied and expenses distinctly incurred by him as on preparation or the execution of the work up to the date on which such notice is received by him. Such expenses shall be assessed by KVS, whose decision shall be final and binding on the contractor. If the work is cut down the contractor will not be paid any compensation what so ever for the loss or profit which he might have made if he had been allowed to complete all the work included in the contract.

14.9.7 The Rate Contract being a standing offer can be revoked by the contractor as well as short-closed by the purchaser (KVS) at any time during the currency of the rate contract through prescribed notice. Since, the R/C is a standing offer and is merely a document embodying various terms of the standing offer made by the contractor for acceptance by the purchaser, either party namely; R/C holder/purchaser can legally revoke/cancel the rate contract at any time during the currency of the rate contract giving a notice of 45 days. The revocation of the rate contract on the part of the R/C holder shall take effect 45 days from the date of communication of revocation is received by the purchaser. The cancellation of the R/C by the purchaser shall take effect 45 days from the date of issue of letter notifying short-closure. The KVS has also an option to re-negotiate with the R/C holder to bring the R/C prices in line with the market prices whenever market fluctuations affect the price abnormally.

14.11 WARRANTY

14.11.1 The Bidder shall ensure on-site warranty of equipments as per standards for quality that anything to be furnished. The items shall be new, free from all defects and faults in material, workmanship and manufacture, shall be of the highest grade and consistent with established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications, drawing or samples, if any and shall operate properly.

14.11.2 Performance of Equipment: In addition to the warranty as already provided, the Bidder shall guarantee satisfactory performance of the equipment and shall be responsible for the period or up to the date specified in sub-clause (c) hereof after the equipment has been accepted by the KVS to the extent for any defects that may develop such defects shall be removed at his own cost when called upon to do so by the KVS

14.11.3 The contractor shall rectify defects developed in the Equipment within Warranty period promptly. In case the defects are not rectified within 20 days of the receipt of the complaint by the contractor KVS shall have full liberty to restore the Equipment in working condition. The expenditure so incurred by KVS shall be deducted from the contractor pending claims, security deposit or in other law full manner.

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- 14.11.4** If the end user/KVS so desires the maintenance of the Equipment after expiry of one year of warranty period, the contractor shall take up annual maintenance of the installed Equipment at reasonable rates.
- 14.11.5** The contractor shall warranty the Equipment for 1 year (mandatory) under this contract with the KVS and no extra payment will be made to the contractor on this account.
- 14.12** Notice statement and other communication send by KVS through registered post or telegram or fax or Email to the contractor at his specified addresses shall be deemed to have been delivered to the contractor.
- 14.13** Any work which is not covered under this contract but is essentially required for the completion of job (to the satisfaction of KVS) shall be carried out by the contractor as extra item for which payment shall be made separately at the rates decided by KVS.
- 14.14** The Supply & installation shall be made by the contractor as per design and drawings approved by KVS, wherever, necessary, the contractor shall submit relevant designs and drawings for approval in KVS, well in advance. Equipments supplied without KVS's approval shall not be accepted and the KVS shall have right to get it removed and to recover the cost so incurred from the contractor.
- 14.15** The contractor shall not display the photographs of the supplied items to KVS and not take advantage through publicity of the work without written permission of KVS.
- 14.16 PATENT RIGHT AND ROYALTIES.**
The Contractor shall indemnify the KVS against all third party claims of Infringement of patent, royalties' trademark or industrial design rights arising from use to the goods or any part thereof.
- 14.18 PACKING FORWARDING**
- 14.18.1** Contractors, wherever applicable, shall after proper painting, pack and crate all the equipment in such manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till time of Supply & installation. Contractor shall be held responsible for all damage due to improper packing.
- 14.18.2** The contractor shall inform the KVS of the date of each shipment from his works, and the expected date of arrival at the site for the information of the KVS office at least 7 days in advance.
- 14.19 DEMURRAGE WHARFAGE, ETC**
- All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the contractor.

14.20 INSURANCE

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The goods supplied under the contract shall be fully insured by Bidder against loss or damage incidental to manufacture or acquisition, transportation; natural calamities shall be included in the bid price.

14.21 TRANSPORTATION

The Bidder is required under the contract to deliver the goods at the specified location/ site. (The storage / handling etc shall be sole responsibility of the contractor till the properly handing over of the Equipment). **Price should at FOR no separate amount will be paid as transportation of equipments**

14.22 TERMINATION FOR INSOLVENCY

KVS may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if it becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the KVS.

14.23 TERMINATION FOR CONVENIENCE

The KVS, may by written notice sent to the Bidder, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience in the interest of KVS.

14.24 APPLICABLE LAW

The contractor shall be interpreted in accordance with the laws of the purchaser's country i.e. India. The station of KVS Headquarter at Delhi shall have exclusive jurisdiction in all matters arising under this contract in Hon'be courts of Delhi.

14.25 NOTICE

14.25.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or telex/ cable or Email and confirmed in writing to the address specified for that purpose in the special condition of contract.

14.25.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

14.26 TAXES AND DUTIES

The price quoted should include all taxes and duties, custom duty, Income Tax, Surcharge on income tax, Labor Cess etc. if any. However Price excluding GST to be quoted .A Bidder shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Rules of Government of India & Govt. of NCT of Delhi will be payable by the contractor. If any new tax/duty is levied during the contract period the same will be borne by the firm exclusively. TDS will be deducted from the payment of the contractor as per the prevalent laws

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and rules of Government of India and Government of NCT of Delhi in this regard.

14.27 OTHERS:

14.27.1 The Bidder shall continue to provide spare parts after the expiry of warranty period at the users cost, if desired by the user. If the contractor fails to continue to Supply & installation spare parts and services to users KVS shall take appropriate action against the firm.

14.27.2 Firm shall be responsible for proper Supply & installation of Equipment with required orientation. The quarterly date may be fixed for inspection of equipment supplied by the firm. Firm shall depute an authorized representative whenever required at the time of inspection etc.

14.27.3 The R.F.P. document signed and sealed on each page and annexure duly attached in the last of the document making one document should be enclosed. Typing the formats in other pages, changing the serial order, loose papers etc will not be accepted.

14.28 The Bidder should either be OEM (Original Equipment Manufacturer) or its authorized dealer/ distributor of the manufacturer for quoted products and principal manufacturer should have valid manufacturing license for the quoted products.

14.29 If asked by the authority Bidder must submit the sample of product. If any Bidder fail to comply with this within stipulated time then he should be disqualified from tender.

14.30 KVS. reserves the rights to conclude the Rate Contract for any or all items of the Tender Enquiry and also to annul the bidding process/scrap the tender enquiry. The KVS. reserves the right to accept or reject any or all tenders.

14.31 Rates quoted should be inclusive of all taxes and duties

14.32 Conditional tenders are liable to be straightway rejected.

14.33 PAYMENTS:

The contractor shall raise the bill/s of the Equipment supplied with one year warranty after successfully Supply & installation of the complete Equipment/s as per technical specification and terms and conditions specified in the contract. The payments will be released by the KVS (subject to deduction of statutory taxes and levies, if any) as per availability of funds.

SECTION-15

GENERAL PARTICULARS OF R.F.P. & BIDDER

15. GENERAL PARTICULARS OF R.F.P. & BIDDER

PARTICULARS OF R.F.P. No. KVS/rodelhi/01/opengym/2020

- 15.1** Particulars of the work Rate Contract for Supply & installation of Open Gym (Green Gym) Equipment in KENDRIYA VIDYALAYA SANGATHAN
- 15.2** Estimated cost of Project/ Contract **Rs.15.00 Crores** (Rupees Fifteen Crores only).
Rate Contract Holder may be awarded works upto Rs.1500.00 lacs or more/less during the period of one year. However, total value of Rate Contract may be further increased i.e beyond 15.00 Crore depending on the requirement and availability of funds/budget in KVS.
- 15.3** Number of Equipments Open Gym equipments number of equipment may increase or decrease
- 15.4** Period of Rate Contract 12 Months
- 15.5** Cost of R.F.P. document (Non-refundable) Rs.1000/- (Rupees one thousand only) in the form of Bank Draft/Pay Order only issued in favor of **REGIOAL SPORTS CONTROL BOARD** payable at New Delhi.
- 15.6** Amount of Earnest money deposit Rs.30,00,000/- (Rupees Thirty Lacs only) in the form of Bank Draft/ Pay Order/Bank Guaranty/FDR issued in favour of **“REGIONAL SPORTS CONTROL BOARD”** payable at New Delhi.
- 15.7** Period of validity of R.F.P.for acceptance 12 Months from opening of financial bid of Tender
- 15.8** Date and Time of submission of tender 4 February 2020 till 3.00 pm
- 15.9** Date and Time of opening of Technical Bid 4 February 2020 at 3:30 pm
- 15.10** Date and Time of opening of Financial Bid To be informed separately after opening of Technical Bid.
- 15.11** Place of opening of tender KVS Regional Office Delhi

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15.12 THE BIDDER WILL SUBMIT PARTICULAR IN THE BELOW FORMAT:

- 15.12.1** Name of firm :
- 15.12.2** Postal Address :
- 15.12.3** Telegraphic address :
- 15.12.4** Telephone, Fax No :
- 15.12.5** E-mail :
- 15.12.6** Web site :
- 15.12.7** Name and designation of the :
representative of the Bidder to
whom all references shall be made
and his contact mobile number. :
- 15.12.8** Amount of the earnest money
deposited.
- 15.12.9** Details of R.F.P.fee
Amount of R.F.P.Fee paid
Bank Draft no. and date Annexure I
- 15.12.10** Details of Earnest money :
Bank Draft no. and date etc as
Annexure-IA
- 15.12.11** Financial capacity of the
Bidder for carrying out the work .
- 15.12.12** Address of the firm in Delhi, if any.
- 15.12.13** Has anything/extra other than price of
items (as mentioned in price
Schedule) have been written in the
price schedule.
- 15.12.14** Has the Bidder have been ever
Banned/Debarred/black listed By any
Govt. Department/Undertaking..
- 15.12.15** Details of offer (please mention
number of pages and number of
Drawings, copies attached).
- 15.12.16** Reference of any other information :
attached by the R.F.P.(please
Mention no. of pages &, copies to be
attached)
- 15.12.17** Has the Bidder have any relative
working in KVS if yes state the
Name and designation.

**(Signature of Bidder)
with Seal**

SECTION-16

TECHNICAL BID

16. TECHNICAL BID

The **Technical Bid** should comprise of the following documents.

- 16.1 Covering Letter.
- 16.2 Check List of Annexure.
- 16.3 General information of the bidder alongwith Certificate of Registration of Manufacturer in respect of Manufacturing unit, Production Plants & Machinery. And Dealer/Distributor certificate if the Bidder is other than Manufacturer.
- 16.4 Registration Certificate of manufacturing unit/plant License with production capacity located in India. Registration in NSIC, MSME, & Industrial Authority for Manufacturing License of Open Gym Equipments etc.
- 16.5 Certificate/Permission of business registration in India.
- 16.6 Detail of R.F.P. Document fee.
- 16.7 Details of Earnest Money Deposit
- 16.8 Turnover Certificate (last three financial years) duly verified by a registered Chartered Accountant for the year 2016-17,2017-18,2018-19
- 16.9 Bank Solvency Certificate of Nationalised Bank/Scheduled Bank
- 16.10 Period of Validity of Bids submitted for acceptance.
- 16.11 Experience Certificate/s
 - (i) Experience Certificate issued of works completed by competent authority in the prescribed format of work/s of "Supply & installation/Installation of Open Gym Equipments.
 - (ii) Certificate/s of completed works in any Government Department
- 16.12 Quality/Test related certificates (in the name of Original Manufacturer of Equipments) as per evaluation criteria.
- 16.13 I.S.O. Certificate
- 16.14 EN16630 Certification
- 16.15 Income Tax/PAN Registration No. Document.
- 16.16 Valid GST registration certificate document.
- 16.17 Production plan as per IS Procedure.
- 16.18 One year warrantee certificate undertaking.
- 16.19 Technical specifications along with catalogue in respect of equipments.
- 16.20 Declaration/Undertaking stating that the company is / has not been banned/debarred/black listed by any organization of Central Government Departments / State Government / Statutory Bodies / Autonomous Bodies/ PSUs/ Private Sectors etc.
- 16.21 Power of Attorney, if the R.F.P.is submitted other than the proprietor of the firm.
- 16.22 Details of PLANT & MACHINERY with documentary proof: Powder Coating Plant, Pipe Bending Machine, Welding Machine, Automatic Cutting Machine, Fixtures for Fabrication
- 16.23 Purchased/Downloaded R.F.P./tender document with details filled of the bidder be attached.
- 16.24 Undertaking that the contractor shall give on-site warranty of the Equipment for one year mandatory to the KVS/end user.
- 16.25 Certificate from original equipment manufacturer mentioning the continued Supply & installation of spare parts, repairing of faulty modules/parts at reasonable rates over a minimum period of five years from the date of completion of warranty period.

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16.26 SPIRAL BINDING OF TECHNICAL BIDS: The bidder must submit all documents of Technical bids in spiral binding and all the pages should be clearly serial numbered.

16.27 Signed and Stamped on each page of the Bidding documents submitted by the bidder.

16.28 FORMAT / COVERING LETTER FOR SUBMISSION OF TECHNICAL BID

(To be submitted on Bidder's Letter Head duly signed by the Bidder's authorized signatory)

To

DY COMMISSIONER
KENDRIYA VIDYALAYA SANGATHAN

Sub: Rate Contract for Supply & installation of Open Gym (Green Gym) Equipment in KENDRIYA VIDYALAYA SANGATHAN.

Sir,

I/We hereby submit our Technical Bid for the work subjected above alongwith necessary documents.

We are the Manufacturer of Open Gym Equipments. (if the bidder is a manufacturer).

I/We submit our Technical Bid as a Dealer / Distributor of Outdoor/Open Gym Equipments. Our principal manufacturer is M/s. _____

I/We will Supply & installation the Outdoor Gym Equipments of the make of _____

I/we are enclosing all the documents of technical bids as per Section-16 of this R.F.P.

I/We hereby certify that all the statements made and information supplied in the enclosed forms are true and correct.

I/We have furnished all information and details necessary for eligibility and have no further pertinent information to Supply & installation.

This offer is being made by us after taking into consideration all the terms and conditions stated in the RFP/R.F.P. document, accept all risks and contingencies and all other conditions that may affect the Financial proposal.

We agree to keep our offer valid for **12 Months** from the due date of opening of this Technical Bid/Proposal AND further validate the offer of Financial Bids for another 6 months from the date of opening of Financial Bids.

The Technical bids are being submitted herewith and all documents have been got done **Spiral Binding**.

Encl. : Pages 1 to _____

Authorized signatory
Name & Seal of Bidder

Date:
Place

SECTION-17

FINANCIAL BID

17. FINANCIAL BID

FORMAT FOR FINANCIAL PROPOSAL

(To be submitted and signed by the Bidder's authorised signatory)

To

DY COMMISSIONER
KENDRIYA VIDYALAYA SANGATHAN

Sub: Rate Contract for Supply & installation of Open Gym (Green Gym) Equipment in KENDRIYA VIDYALAYA SANGATHAN .

Sir,

We hereby submit our Financial Offer for the captioned project. If the Rate Contract is awarded to us, we agree to perform the subjected work for KVS as per the terms given in the Request for Proposal/Tender Document and further instructions issued by KVS from time to time.

(Note: In case of any difference in amount in figures and words, the amount in words shall be applicable.)

This offer is being made by us after taking into consideration all the terms and conditions stated in the R.F.P./Tender document, accept all risks and contingencies and all other conditions that may affect the Financial proposal.

Rates quoted in this Financial Bid / Quotations are inclusive of all taxes and duties but excluding GST

We agree to keep our offer valid for **12 Months** from the due date of opening of this Financial Proposal.

**Authorised signatory
Name & Seal of Bidder**

Date:

Place:



Name of Work: Rate Contract for Supply & installation of Open Gym Equipment in KENDRIYA VIDYALAYAS under KVS .

FINANCIAL BID /QUOTATION OF RATES

RATES SHALL BE QUOTED CLEARLY IN FIGURES AS WELL AS IN WORDS.

S. NO	PRODUCTS/ ITEM	DESCRIPTION OF ITEM	UNIT	RATE PER UNIT (Excluding GST)	GST %	RATE PER UNIT (Including GST)
1.	TRICEPS PULLER	TRICEPS PULLER (DIMENSIONS:- 2110MM (Length) x 600MM (Width) x 1600MM (Height) Triceps Puller is made from "C" Class GI-pipe. The bearings used are of "6205 & 6203" permanent lubricated sealed bearing of reputed make. The powder coating is done from Poly Rethane & Epoxy Powder with 60 to 70 Micron Thickness.	1 NO.			
2	CROSS TRAINER / ELLIPTICAL EXERCISER	CROSS TRAINER made from "C" Class G.I Pipe. The Bearings used are of "6205" permanent lubricated sealed bearing of reputed make. The handles used for cross trainer are of Rubber grip. The Nut Bolts used for assembly are made from S.S. material. The powder coat is done by Poly urethane & Epoxy powder with 60 to 70micron thickness.	1 NO.			
3	BACK EXTENSION	BACK EXTENSION made from "C" class G.I Pipe. The seats is fitted on the frame is made up of high quality FRP material. Closing Caps made from top quality FRP material. The powder coat is done by Poly urethane & Epoxy powder with 60 to 70micron thickness.	1 NO.			
4	SIT UP BOARD	SIT UP BOARD made from "C" Class GI pipe to be used by two persons at one time.				

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	DOUBLE	Closing Caps are made up of Low Linear Density Poly-Ethylene (LLDPE) Material with Injection Moulding. The powder coat is done by Poly urethane & Epoxy powder with 60 to 70micron thickness. Product Area: - 1700mm (Length) x 1100mm (Width) x 650mm (Height).	1 NO.			
5	DOUBLE TWISTER	DOUBLE TWISTER made from "C" Class GI pipe to be used by two persons at one time. DOUBLE TWISTER (DIMENSIONS: - 1700mm (Length) x 540mm (Width) x 1250mm. (Height). SAFE AREA: - 3 Mtr x 1Mtr. The M.S. round plate is welded at bottom. The Twister plate fitted on the standing frame is made up of M.S. Round Plate. Closing caps made from top quality Fiber reinforced Plastic material. The bearings used are of "6205zz" permanent lubricated sealed bearing of reputed brand. The powder coat is done by Poly urethane & Epoxy powder with 60 to 70micron thickness.	1 NO.			
6	MULTIFUNCTIONAL TRAINER	MULTIFUNCTIONAL TRAINER made from "C" Class GI pipe DIMENSIONS: - 645 (Length) x 630mm (Width) x 2000mm. (Height). SAFE AREA: - 3Mtrx1.6Mtr. The powder coat is done by Poly urethane & Epoxy powder with 60 to 70micron thickness.	1 NO.			
7	CHEST PRESS CUM SEATED PULLER	CHEST PRESS CUM SEATED PULLER DIMENSIONS: - 1750mm (Length) x 650mm (Width) x 2150mm. (Height).SAFE AREA: - 3.0Mtr x 1.7Mtr.Chest press cum seated puller equipment made up of "C" Class G.I. pipe. Closing Caps are made up of high quality HDPE/LLDPE material in attractive colors. Base Cover	1 NO.			

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		is made up of high quality HDPE/LLDPE material in attractive colors. The bearings used are of “6205” & “6203” permanent lubricated sealed bearing of reputed brand. Handle grips are provided which are made of high quality rubber material. The powder coat is done by Poly urethane & Epoxy powder with 60 to 70micron thickness.				
8	HORSE RIDER	HORSE RIDER made from “C” class G.I Pipe. The pins used are made up of bright bar. The bearings used are “6205zz” permanent lubricated sealed bearing of reputed make(SKF/FAG). High tensile steel with galvanized nut bolts are used for assembly. The ser clips used for assembly are of Ø25 mm. The powder coat is done by Poly urethane & Epoxy powder with 60 to 70 micron thickness.	1 NO.			
9	ROWER	ROWER made from “C” Class G.I Pipe. Closing caps are made from top quality FRP material. The pins used are made up of hardened bright bar. The bearings used are of “6203” permanent lubricated sealed bearing of reputed make. The handles used are of Rubber grip. The nut bolts used for assembly are made from S.S. material. The powder coat is done by Poly urethane & Epoxy powder with 60 to 70micron thickness.	1 NO.			
10	TAI-CHI SPINNER 4-WHEEL	TAI-CHI SPINNER Equipment made from “C” Class G.I. pipe Base cover cap is made up of high quality HDPE/LLDPE material in attractive colors. Closing Caps are made up of high quality HDPE/LLDPE material in attractive colors. The pins used are made up of of bright material. The bearing used is “6001” & “6205” permanent lubricated sealed bearing of reputed	1 NO.			

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		brand. The powder coating done with Pure Polyester powders from Ackzonoble or Berger paints with 60 to 70 micron thickness.				
11	LEG PRESS	LEG PRESS is made from "C" Class GI-pipe. The pins used are made up of Solid bar. The bearings used are of "6205 permanent lubricated sealed bearing of reputed make. The nut Bolts used for assembly are made from SS material.High tensile steel with galvanized nuts & bolts are used for assembly. The powder coating is done from Poly Rethane& Epoxy Powder with 60 to 70 Micron Thickness.	1 NO.			

Date:

Authorised signatory

Place

Name and Seal of
Bidder

Rates should be at FOR (**PROJECT LOCATION** : The project is to be implemented at various Kendriya Vidyalayas under the jurisdiction of K.V.S.)

- Rates should be including all taxes, cess, surcharges, licences charges etc but excluding GST
- GST % mentioned in column
- Rates including GST amount should be mentioned in separate Column

KENDRIYA VIDYALAYA SANGATHAN REGIONAL OFFICE DELHI**NAME OF REGIONS AND ZONES**

Sl. No.	Name of the Region	Name of the Deputy Commissioner	Phone		ZONE
			Code	Office	
1	Agra	Shri CS Azad, DC	O562	2225583	GWALIOR
2	Bhopal	Shri Somit Srivastava, DC	O755	2550728	
3	Jabalpur	Shri Tajuddin Shaikh, DC	O761	2678381	
4	Lucknow	Shri DK Dwivedi, DC	O522	2745386	
5	Varanasi	Shri D Manivannan, DC	O542	2366342	
6	Chandigarh	Dr P Deva Kumar, DC	O172	2638042	CHANDIGARH
7	Jammu	Dr D Manjunath, DC	O191	2456775	
8	Delhi	Shri N Goyal, DC	O11	26741252	
9	Gurgaon	Shri PK Koul, DC	O124	2307399	
10	Dehradun	Sh. Vinod Kumar ,AC	O135	2749510	
11	Mumbai	Smt AP Bhalla, DC	O22	25728060	MUMBAI
12	Ahmedabad	Shri Jaideep Das, DC	O79	23260361	
13	Jaipur	Shri YP Singh, DC	O141	2704572	
14	Patna	Shri Y Arun Kumar, DC	O612	2361701	
15	Bhubhaneswar	Shri SK Chopdar, DC	O674	2748366	BHUBNESHWAR
16	Ranchi	Shri P Bala Subramanium	0651	2261031	
17	Kolkata	Smt PBS Usha, DC	O33	23376998	
18	Guwahati	Shri Varun Mitra, DC	O361	2360107	
19	Silchar	Shri Varun Mitra	O3842	234009	
20	Tinsukia	Shri BK Behra	O374	2800031	
21	Hyderabad	Shri PV Sai Ranga Rao, DC	O40	27845649	MYSORE
22	Chennai	Shri C Mani, DC	O44	22570484	
23	Bengaluru	Shri DTS Rao, DC	O80	25543757	
24	Ernakulam	Shri C Karunkaran, DC	O484	2205111	
25	Raipur	Ms Chandana Mondal, DC	O771	2262912	

