

REQUEST FOR PROPOSAL

“For Design, Supply and Installation of outdoor fitness equipment at various locations in NDMC area”



PROJECTS DEPARTMENT

Palika Kendra, Sansad Marg, New Delhi

www.ndmc.gov.in

DISCLAIMER

This request for proposal (RFP) contains brief information about the Project, Qualification Requirements and the Selection process for the successful applicant. The purpose of this RFP documents is to provide applicants with information to assist the formulation of their bid application (the ‘application’).

The information (‘Information’) contained in this RFP document or subsequently provided to interested parties (the “applicant(s)), in writing by or on behalf of New Delhi Municipal Council (NDMC) is provided to Applicant(s) on the terms and conditions set out in this RFP documents and any other terms and conditions subject to which such information is provided. This RFP document does not purport to contain all their information each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for NDMC, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. 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 RFP document and obtain independent advice from appropriate sources. NDMC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy; reliability or completeness of the RFP document and information provided hereunder is only to the best of the knowledge of NDMC.

Intimation of discrepancies in the RFP, if any, should be given to the office of the NDMC immediately by the Applicants. If NDMC receives no written communication, it shall be deemed that the Applicants are satisfied that the RFP document is complete in all respects.

This RFP document is not an agreement and is not an offer or invitation by NDMC to any other party. The terms on which the Project is to be developed and the right of the successful applicant shall be as set out in separate agreements contained herein. NDMC reserves the right to accept or reject any or all applications without giving any reasons thereof. NDMC will not entertain any claim for expenses in relation to the preparation of RFP submissions.

PROJECT BACKGROUND

THE PROPOSAL

New Delhi Municipal Council (NDMC) hereby invites eligible bidders, as per the terms and conditions described elsewhere in this tender document, with requisite financial, managerial and technical expertise and experience to design, supply and installation of outdoor fitness equipment at various locations in NDMC area.

The RFP Document will be available on sale from the following address on submission of a written application for the same and upon on payment of a price of Rs 5000/- (Five thousand only) by way of a Demand Draft/Pay Order drawn in favour of Secretary, New Delhi Municipal Council payable at New Delhi. The cost of this RFP document shall be non-refundable. The Bid document can also be downloaded from the official website of the NDMC (i.e. www.ndmc.gov.in). In case the document is downloaded the cost of bid document has to be submitted by the bidder to NDMC along with the submission of the bid.

The Bidder schedule is given below:

Sl.	Activity	Date and Time (IST)	Venue
i	Sale of the RFP Document	From 01.10.2013 to 10.10.2013 between 1500 hrs to 1700 hrs on all working days	O/o Director (Projects), Room No.: 7008, 7th Floor, Palika Kendra, New Delhi Municipal Council, New Delhi - 110001
ii	Receipt of Queries	Upto 1700 hrs on 14.10.2013	
iii	Date of submission of Bid	On 21.10.2013 from 1000 hrs upto 1500 hrs followed by opening of technical bids at 1530 hrs	
iv	Pre-bid Meeting	On 16.10.2013 at 11:30 AM	Conference Room, 3rd Floor, Palika Kendra, Sansad Marg, New Delhi-110001

NDMC 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. Changes will be posted on www.ndmc.gov.in.

All correspondence with respect to this bidder, clearly marked "Reference: Design, Supply & Installation of outdoor fitness equipment at various locations in NDMC area." may be addressed to:

**O/o Director (Projects), NDMC,
Room No.: 7008, 7th Floor,
Palika Kendra,
Sansad Marg,
New Delhi - 110001
E-mail:- director.it@ndmcmail.gov.in
Ph No. 011-41501383**

1.0 SCOPE OF THE PROPOSAL

1.1 INTRODUCTION

The New Delhi Municipal Council (NDMC) requests Proposals to design, supply and installation of outdoor fitness equipment at various locations in NDMC area as per enclosed conditions and specifications. There are approx. 33 locations where the equipment could be placed (see schedule - A). 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 assignment. The objectives of the RFP are to evaluate the Proponent's experience, technical expertise, project methodology, schedule and fees to provide the services for this assignment.

1.2 SCOPE OF WORK

The Scope of Work is intended to define the work activities as accurately as possible. The Proponent is encouraged to use innovation when developing its proposal and propose revisions or alternatives that are considered beneficial to the project. NDMC is seeking proposals to design, supply and installation of outdoor fitness equipment at various locations in NDMC area.

2.0 GENERAL TERMS AND CONDITIONS

2.1 GENERAL INSTRUCTIONS

- 2.1.1 The bidder must provide all the information requested for in the RFP Document. NDMC reserves the right to reject any offer that does not contain all the information requested thereof.
- 2.1.2 NDMC shall not entertain any post submission date communication from the applicant with respect to the bids. However after the submission of the RFP Document and other supporting documents/data by the applicant, NDMC reserves the right to call for additional information/ clarifications from successful bidders. The bidders should furnish such requirements within such time as may be permitted by NDMC.
- 2.1.3 A draft of the agreement proposed to be entered into by NDMC with the successful bidder for the licensing agreement in the land parcel is attached along with this RFP Document which is duly required to be executed by the applicant in case the tender is awarded to him/her.
- 2.1.4 The bidder as a token of acceptance of all conditions, shall be required to sign with stamp on every page of the RFP Document including addendum/query (if any), other enclosures provided herewith as an annexure and any other submissions by the bidder.

2.2 TERMS AND CONDITIONS OF THE OFFER

2.2.1 This document constitutes no form of commitment on the part of NDMC, whether in respect of the bidding process or otherwise. Furthermore, this RFP document confers neither the right nor the expectation on any applicant to participate in the bidding process.

2.2.2 NDMC reserves the right to reject any or all of the applicants including the lowest bidder, if it considers necessary to do so, and or to withdraw from the bidding process or any part of the bidding process or to vary any of the terms at any time without giving any reason. Nothing contained herein shall confer right upon a bidder or any obligation upon NDMC.

2.2.3 Nothing in this RFP Document or in any communication issued by NDMC or any of their advisers or officers or employees shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.

2.3 EVALUATION OF BIDS

2.3.1 The following criteria, but not restricted thereto, will be used to evaluate Proposals:

Work: Design, Supply & Installation of outdoor fitness equipment at various locations in NDMC area.		Poor	Good	Outstanding	Total Score
Bidder:		P	G	O	
Criteria	Weight	P	G	O	
Ability to meet specifications	Mandatory				
• Bidder must be a registered Indian company.		-	-	-	-
• Having license for manufacturing light mechanical works.					
• Firm having ISO or equivalent certification of quality.					
Quality of Equipment	12				
• Material - Pre galvanized metal steel	04				
• Paint - Powder coating for protection against weathering effects.	04				
• Material Thickness - 3 mm (Approx)	04				
Variety of Equipment (Specification & Usage)	33	P-1	G-2	O-3	
• AIR WALKER or STATIONARY BIKE (for total body workout)	03				
• ABB CRUNCH or SIT-UP BENCH (for abdomen muscles)	03				
• AIR SWING or TWISTER (for shaping waist)	03				
• ROWING or THE HORSE (for upper & lower body workout)	03				
• STAIR STEPPER or GLIDER (for legs workout)	03				

• PUSH n PULL UP CHAIR (for shoulders workout)	03				
• KNEE/HIP RAISE ON PARALLEL BARS (for abdomen, biceps, shoulder and chest)	03				
• BIG SHOULDER WHEEL or SPINNER (for shoulders & chest)	03				
• SEATED CHEST PRESS (for chest workout)	03				
• BENCH PRESS WITH BANDS or BARBELL BENCH PRESS (for chest & biceps)	03				
• BENCH or POLES WITH FIXED WEIGHT LIFT DUMBELL (for biceps and triceps)	03				
Every Set must comprises of different Equipments covering exercise of all body parts.	12				
• Covering less than 06 Equipments	03				
• More than 06 but less than 09	06				
• More than 09 but less than 12	09				
• More than 12 Equipments	12				
Maintenance Period	10				
• 1 year	04				
• 1 – 3 years	07				
• More than 3 years	10				
Average Coverage of Equipments Platform	08				
• Less than 8 sqft.	08				
• 8 sqft. - 10 sqft.	06				
• More than 10 sqft.	03				
Methodology	25	P-1	G-3	O-5	
• Older Adult “friendly”	05				
• Design Functionality and Maintainability	05				
• Durability, aesthetics and Vandalism proof Design	05				
• Innovativeness in Design	05				
• Equipments must not require electrical or hydraulic power to start and operate.	05				
(Bidders shall specify how the product(s) they offer contribute to our goal)					
Total	100				

2.3.2 Only those Bidders who have secured Technical Score of 70 marks or above out of 100 (as mentioned above in the table) shall be considered for further evaluation including evaluation of their Financial Bid.

2.3.3 Awards will be made based on the Best Value offered, and the Best Value will be determined by the NDMC. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses, and references shall all be taken into consideration.

2.3.3 Evaluation of Proposals will be by an Evaluation Committee formed by the NDMC and may include representative of its Purchasing Division.

2.4 TECHNICAL QUALIFICATION CONDITIONS

2.4.1 The bidder can be a reputed firm, National/Multinational, Proprietor, partnership firm, registered co-operative society, public or private limited company incorporated under the provisions of Indian Companies Act, 1956, whether resident in India or outside or a foreign company.

2.4.2 The bidder should be legally competent to enter into contract as per prevailing laws.

2.4.3 Only those bidders meeting both the following capability criteria will be “Technically Qualified” for the project.

(i) Technical Capability

(a) The firm should have license for manufacturing light mechanical works.

(b) Bidders must have valid pollution control certificate from relevant authorized government body.

(ii) Financial Capability

Annual average Turnover of Rs 2.00 crores (per year) for the preceding 3 years, as per audited annual report and balance sheet statements and certified by the Statutory Auditor.

3.0 TENDERING PROCEDURE AND SCHEDULE

3.1 CLARIFICATIONS

3.1.1 Queries and their Response

(i) Queries in writing may be sent to NDMC and the same should reach O/o Director (Projects), NDMC as per schedule mentioned in Clause 1.1. However, response to queries will be uploaded on NDMC website. All the bidders are requested to be in touch with NDMC website

(ii) Clarifications may be circulated to all the intending bidders and shall form part of RFP Document. NDMC may, if it prefers, issue a fresh RFP and relevant enclosures incorporating the amendments.

3.1.2 Information Requirements

(i) If any information about the subject site is required by the prospective bidder prior to the date of bid submission, the same can be obtained from:

**O/o Director (Projects), NDMC,
Room No.: 7008, 7th Floor,
Palika Kendra, Sansad Marg,
New Delhi - 110001
E-mail:- director.it@ndmcmail.gov.in
Ph No. 011-41501383**

(ii) NDMC reserves the right to not offer clarifications on any issue or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date.

(iii) No extension of any deadline will be granted on the basis or grounds that NDMC have not responded to any question or not provided any clarification.

3.2 AMENDMENT OF RFP

- 3.2.1 At any time prior to the Proposal Due Date, NDMC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of Addenda. These will be uploaded on NDMC website. All the bidders are requested to be in touch with NDMC website
- 3.2.2 All prospective bidders may note that all future communication w.r.t this RFP including addendum/corrigendum etc ,if any, will be placed on our website www.ndmc.gov.in
- 3.2.2 In order to give the Bidders reasonable time, in which to take an Addendum into account, or for any other reason, NDMC may, at its discretion, extend the Proposal Due Date. Bidders are advised to keep in touch with NDMC website for latest updates regarding the tender.

3.3 PREPARATION AND SUBMISSION OF PROPOSAL

- 3.3.1 Completed proposals shall be accepted up to 15.00 hrs. only, on date of RFP submission (Clause 1.1) at the office of Director (Projects),NDMC, Room no.: 7008, 7th Floor, Palika Kendra, Sansad Marg, New Delhi-110001.
- 3.3.2 NDMC, at its sole discretion, retains the right, but is not obligated to extend the RFP Submission Date, by issuing an Addendum to those parties who have purchased the document from the office of NDMC and by also placing the same in the official web site of NDMC.
- 3.3.3 Bidders shall furnish the information strictly as per the formats given in Annexures of this document, without any ambiguity. NDMC shall not be held responsible if the failure of any bidder to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification.
- 3.3.4 All proposals/bids/offers shall be numbered, signed & stamped on Each Page by the duly 'Authorised Signatory' of the Bidder.
- 3.3.5 The Proposal shall be initialled on each page by the Authorized Signatory. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialled by him.
- 3.3.6 Bidders are required to submit only one set of the Proposal, including the Original RFP issued to them.
- 3.3.7 Any firm, which submits or participates in more than one Proposal for the said project shall be disqualified.

3.3.8 BID SECURITY

3.3.8.1 All proposals submitted in response to the Request for Proposal Document Package shall be accompanied by a Bid Security of Rs 2,00,000/- (Rs. Two lacs) in the form of Demand Draft / FDR / Bank Guarantee of a schedule Bank pledged in favor of Secretary, NDMC.

3.3.8.2 Any bid not accompanied with an acceptable Bid security shall be rejected.

3.3.8.3 The Bid security shall be forfeited under the following conditions:

1. If the Bidder withdraws the Proposal during the period of Proposal validity.
2. In the case of a successful Bidder, if the bidder fails to furnish the required Performance Security within the specified period

3.4 LANGUAGE AND CURRENCY

3.4.1 The Proposal and all related correspondence and documents shall be written in English language

3.4.2 If any supporting documents attached to the bid is in any other language, the same will be supported by an English translation and in case of any ambiguity the translation shall prevail.

3.4.3 The currency for the purpose of the proposal shall be the Indian National Rupee.

3.5 SEALING AND MARKING OF PROPOSALS

3.5.1 The Proposals shall be sealed, marked and submitted as explained below.

3.5.1.1 The Qualification documents i.e. technical details of various outdoor fitness equipments & eligibility criteria along with the Bid Security shall be sealed in an **Envelope-1**, duly marked as “**TECHNICAL DETAILS**”

3.5.1.2 The Bidder shall seal the Price Bid /offer in a separate envelope (**Envelope No. 2**), duly marked as “**FINANCIAL BID**”

3.5.1.3 All the above 2 envelopes shall be enclosed in an outer cover/ envelope marked as “RFP for Design, Supply & Installation of outdoor fitness equipments at various locations in NDMC”

3.5.1.4 The Outer envelope shall be addressed to:

Director (Projects), NDMC, Room no.: 7008, 7th Floor, Palika Kendra, Sansad Marg, New Delhi-110001.

3.5.2 The **Technical Bid** should comprise of the following documents;

3.5.2.1 Annexure 1: Letter of Application and Interest

3.5.2.2 Annexure 2: General Information of the Bidder

3.5.2.3 Annexure 3: Summary of Technical Capability

3.5.2.4 Annexure 4: Summary of Financial Capability

3.5.2.5 Annexure 5: Approach and Methodology

- 3.5.3 The **Financial Bid** should comprise of the following documents;
- 3.5.3.1 Annexure 6: Financial Proposal
 - 3.5.3.2 Annexure 6a: Summary of Equipment wise details
- 3.5.4 If the envelope is not sealed and marked as instructed above, NDMC assumes no responsibility for the misplacement or premature opening of the Proposal submitted. In this case, the prematurely opened proposals will be rejected and duly returned.
- 3.5.5 Any Proposal received by NDMC after 1500 hrs on the Due Date will be liable for rejection.

3.6 MODIFICATION AND WITHDRAWAL OF PROPOSALS.

No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.

3.7 OPENING OF BIDS

- 3.7.1 The Technical bids received shall be opened by a Committee duly constituted by NDMC in the presence of the bidders or their nominees, who choose to attend, at 1530 hrs on due date, unless intimated otherwise.. **The date for opening of Financial Bids shall be intimated in advance to the technically qualified bidders**
- 3.7.2 NDMC reserves the right to reject any Proposal, if:
- (i) It is not signed, sealed and marked as stipulated in Clause 3.5
 - (ii) The information and documents have not been submitted as requested and in the formats specified in the RFP.
 - (iii) There are inconsistencies between the Proposal and the supporting documents.
 - (iv) There are **conditions** proposed with the Proposals.
 - (v) It provides the information with material deviations, which may affect the scope or performance of the Project.
- 3.7.3 A material deviation or reservation is one:
- (i) which affects in any substantial way, the scope, quality, or performance of the Project, or
 - (ii) which limits in any substantial way, inconsistent with the RFP document, NDMC's rights or the Bidder's obligations, or
 - (iii) which would affect unfairly the competitive position of other Bidders' presenting substantially responsive bids.
- 3.7.4 No request for modification or withdrawal shall be entertained by NDMC in respect of such Proposals as detailed in clause 3.8.2 above.

3.8 EVALUATION OF PROPOSALS

The evaluation will be done in two stages as explained below.

- 3.8.1 In Stage-I of evaluation, Envelope-1 containing the Technical details of various outdoor fitness equipments & eligibility criteria along with the Bid Security will be opened. The Applications not meeting the prescribed technical criteria as per Clause 2.4 will be rejected outright. **All bidders passing Stage I evaluation shall be treated at par for evaluation of Financial Bids.**
- 3.8.2 In Stage -II of evaluation, the Financial Bid /offer in Envelope 2 of only those bidders who have passed Stage-I shall be opened on the intimated date & time by NDMC in presence of the bidders/or their nominees. Bidders shall be ranked L1, L2, L3, etc. in increasing order of their financial offers. The selection will be on the basis of the lowest Recurring Payment (L1).
- 3.8.3 Even if only a single bid is received (and technically qualified) or a single bid amongst several is technically qualified, NDMC retains the right to open its financial bid and award the project.
- 3.8.4 Any action on the part of the bidder to revise the price(s) and / or change the structure of price (s) at his own after the opening of the bid may result in rejection of the bid.
- 3.8.5 NDMC would have the right to review the Proposals and seek clarifications where necessary after giving due notice. The response from the Bidder(s) shall only be in writing but no change in the substance of the Proposal would be permitted. It is clarified that bidders are free to make suggestions but are not allowed to submit any conditional bid as specified earlier.
- 3.8.6 NDMC reserves the right to reject any bid if it is of the opinion that the bidder lacks the expertise, experience and is not in possession of requisite infrastructure required for the purpose of the project. The discretion of Director (Projects), NDMC in this respect shall be final and binding on all bidders.
- 3.8.7 Any rebate/discount linked with quality, term of payment or any other condition shall not be considered for the purpose of evaluation and comparison of such offer.
- 3.8.8 If the bidders fail to quote prices for any of the items components as asked for, the said bid shall be disqualified.

3.9 CONFIDENTIALITY

3.9.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. NDMC will treat all information submitted as part of all proposals in confidence and will insist that all who have access to such material treat it in confidence. NDMC will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.

3.11 ACCEPTANCE OF THE OFFER

3.11.1 NDMC shall issue Letter of Acceptance (LoA) to the selected bidder for the project.

3.11.2 The selected bidder is required to send his unconditional acceptance of LoA within seven (7) days from the date of its issue along with Plans, Specifications and preliminary schedules.

3.11.3 For signing the LoA, a duly authorized representative of the successful bidder shall be required to sign and accept the contract.

3.11.3 NDMC shall retain the right to withdraw the LoA in the event of the selected developer's failure to accept the LoA within the limit specified in the above clause.

3.11.4 In this event, NDMC shall forfeit the Bid Security of the selected bidder.

3.12 PERFORMANCE SECURITY

3.12.1 The Bidder has to submit the requisite interest free Performance security equivalent to 15% (Fifteen) of total quoted price in form of Bank Guarantee / Demand Draft with in 10 (ten) days from the date of issue of LoA.

3.12.2 The Bidder has submitted certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for execution, delivery and performance of this Agreement to NDMC with in 10 (ten) days from the date of issue of LoA.

Note: The date of Issue of LoA will be treated as Day Zero for Clause 3.12

3.12.3 The Bid/Proposal security of the successful Bidder will be discharged when the successful Bidder has signed the agreement and furnished the Performance Security.

3.12.4 In case of failure to meet these conditions will result in a breach and NDMC shall be entitled to cancel the award without being liable in any manner whatsoever to the Bidder and to appropriate the Bid Security and any other amount deposited till that time as 'Damages'.

3.12.5 In case, the Performance security is not furnished by the successful bidder during the 10 (ten) days time period, the next lowest bidder will be considered for allotment of work.

3.13 BIDS OF OTHER BIDDERS

3.13.1 NDMC shall return Bid Security received from the bidders who are not qualified in Stage-I of the evaluation, within 90 (ninety) days of opening of the Technical bid. The Bid Security shall be returned without payment of any interest.

3.13.2 Bid Security received from all the short listed bidders after Stage – II of evaluation shall be retained by NDMC for a period of 90 (ninety) days from the date of opening of financial bid, and returned thereafter to unsuccessful bidders, without payment of any interest within 60 days of issue of LoA to successful bidder.

3.14 DISPUTE RESOLUTION

3.14.1 Amicable Resolution

- (a) Save where expressly stated otherwise in this RFP, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including non-completion of the Project between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably by the NDMC and failing such resolution of the same, in accordance with the procedure set forth in sub-clause (b) below.
- (b) Either Party may require the Dispute to be referred to the Secretary, NDMC for amicable settlement. Upon such reference, both the Parties shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration

3.14.2 Arbitration

a) Arbitrators

Any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration Act. The arbitration shall be by a committee of three arbitrators. One arbitrator is to be chosen by each Party and the third to be appointed by the two arbitrators chosen by the Parties. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration Act.

b) Place of Arbitration

The place of arbitration shall be Delhi but by agreement of the Parties, the arbitration hearings, if required, can be held elsewhere from time to time.

c) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d) Procedure

The procedure to be followed within the arbitration, arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration Act.

e) Enforcement of Award

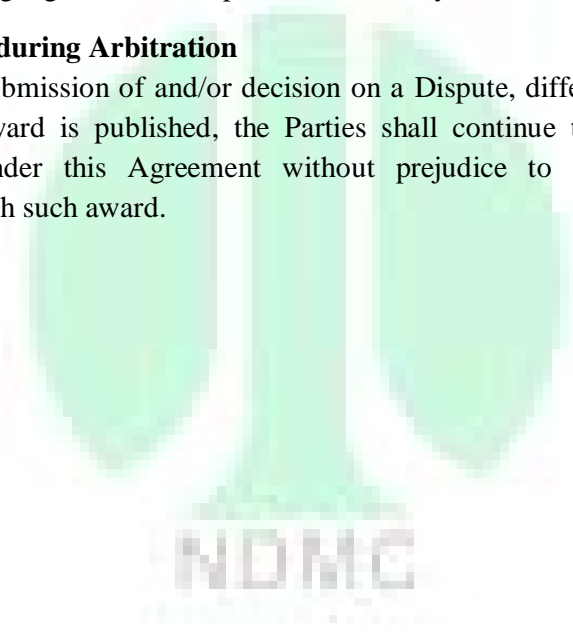
Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

f) Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

g) Performance during Arbitration

Pending the submission of and/or decision on a Dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.



LETTER OF APPLICATION & INTEREST

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

To

Director (Projects), NDMC,
Room No.: 7008, 7th Floor,
Palika Kendra,
Sansad Marg,
New Delhi - 110001

Sub: RFP for Design, Supply & Installation of outdoor fitness equipment at various locations in NDMC area.

Sir,

1. Being duly authorized to represent and act for and on behalf of (Herein the applicant), and having studied and fully understood all the information provided in the bid document, the undersigned hereby apply as a bidder for “**Design, Supply & Installation of outdoor fitness equipment at various locations in NDMC area**” according to the terms & conditions of the offer made by NDMC.
2. Our Technical & Financial Bids as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified.
3. The Bid Security is enclosed in the Envelope 1 along with other technical documents.
4. NDMC and its authorized representatives are hereby authorized to conduct any inquiries /investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.
5. NDMC and its authorized representatives may contact the following persons for any further information: Name of the person (s):

.....

Address:

.....

.....

.....

Phone:; Fax:

6. This application is made with full understanding that:
 - (a) Bids will be subject to verification of all information submitted at the time of bidding.
 - (b) NDMC reserves the right to reject or accept any bid, cancel the bidding process and / or reject all bids.
 - (c) NDMC shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
7. We, the undersigned declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.
8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP and Project related Information as required for the tender.
9. We agree to keep our offer valid for one hundred eighty (180) days from the date of bid opening of Proposal thereof and not to make any modifications in its terms and conditions, which are not acceptable to the NDMC. Should this Proposal be accepted, we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
10. This application is made with the full understanding that the validity of bids submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by NDMC. We agree that, without prejudice to any other right or remedy, NDMC shall be at liberty to forfeit the said Bid Security absolutely.

Authorised signatory

Date :

Name and seal of Bidder

Place :

Enclosures:

- (i) The Bid Security of Rs. 2,00,000 (Two lacs) in the form of Demand Draft/Pay Order bearing No. _____ drawn upon _____ (bank) dated _____.
- (ii) Power of Attorney for Signing of Application (Format given in Annexure 7) / Board Resolution in favour of the Authorized Signatory.
- (iii) Relevant Submissions as per the given Formats.

GENERAL INFORMATION OF THE BIDDER

1. (a) Name :
- (b) Country of Incorporation :
- (c) Year of Incorporation :
- (d) Address of the corporate headquarters, branch office(s) & warehouse, if any, in India. :
- (e) Number of Employees :
- (f) Registration no. of the manufacturing license :
- (g) ISO or equivalent certification of quality. :
(Note: Proof of above to be submitted)

2. Details of individual(s) who will serve as the point of contact / communication for NDMC within the Company:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) Fax Number :
 - (g) E-Mail Address :

3. In case of Consortium:
 - (a) The information above (1 & 2) should be provided for all the members of the consortium.
 - (b) Information regarding the role of each member should be provided:

Sl.	Consortium Member Name	Equity Stake (%) in the Consortium	Role of the Member in the Consortium (i.e. whether Lead Member/Member)
1.			
2.			
3.			

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation :

Place :

Date :

SUMMARY OF TECHNICAL CAPABILITY

- (a) Exposure in installing outdoor fitness equipments.
- (b) Details of Organizational Capacity to be furnished.
- (c) Details of Proposed Team structure along with details of key personnel.
- (d) Details of name and number of outdoor fitness equipments in each set to be provided along with photograph.
- (e) Equipment wise data of size, dimension, color, weight and target body parts along with photograph and usage to be provided.
- (f) Aspects of fortification against weathering effects such as severe heat and cold, moisture, rain etc to be provided.
- (g) Time and Work schedule to be provided.
- (h) The bidder shall have to furnish an affidavit on Non Judicial Stamp paper of Rs 200/- duly attested by a Notary Public indicating that he/she has not been debarred / blacklisted by NDMC Ltd. or Any other civic body of GOI or State Govt. or PSU.(please attach)

Note:

In the absence of requisite details, the information would be considered inadequate and may lead to exclusion of the particular project(s) in evaluation of Technical Capability.

Signed

(Name of the Authorised Signatory)

For and on behalf of (Name of the Bidder) Designation

Place:

Date:

FINANCIAL CAPABILITY OF BIDDER

Particulars/ Accounting Year	2010-11	2011-12	2012-13
1. Authorised Share Capital			
2. Paid up Share Capital (excluding Share Application Money and Preference Shares)			
3. Reserves and Surpluses (excluding revaluation reserves)			
4. Intangible Assets, Misc. Expenses not written off, Accumulated Losses			
5. Net Worth (2+3-4)			
6. Turnover from relevant activities as per Clause 2.4.3			
7. Debt mobilised during the year			

Note:

1. Attach certified copies of Annual Audited Balance Sheets 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. As FDI is permitted in this bid, non –Indian bidders either singly or in consortium should ensure that their certified {by CPA/ Statutory auditor) Annual Reports and Balance sheet are accompanied with certified translation in Indian currency in Rs Crore (Rs 1 Crore = 10 Million)

Signed
(Name of the Authorised Signatory)

Signature of CA/ Statutory Auditors
(with seal & registration no.)

For and on behalf of
(Name of the Bidder)
Designation

Place:
Date:

APPROACH AND METHODOLOGY



FORMAT FOR FINANCIAL PROPOSAL

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

To

Director (Projects), NDMC,
 Room No.: 7008, 7th Floor,
 Palika Kendra,
 Sansad Marg,
 New Delhi - 110001

Sub: RFP for Design, Supply & Installation of outdoor fitness equipment at various locations in NDMC area.

Sir,

We hereby submit our Financial Offer for the captioned project. If the project is awarded to us, we agree to make the following payments to NDMC as per the terms given in the Request for Proposal (RFP) Document.

Sl. No.	Particulars	Response
1.	Name of Company	
2.	Address of Company	
3.	Total no of outdoor equipments comprising 1 set	
4.	Cost of Equipments and installation (Including applicable Taxes) – For one Location	
5.	Total cost of Equipments and Installation (Including applicable Taxes) – For all Location	
6.	Equipment wise cost (Including Applicable Taxes)	To be given on separate sheet along with name and Photograph of equipment.(Annexure 6a)

(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 RFP document, all risks and contingencies and all other conditions that may affect the Financial proposal.

We agree to keep our offer valid for 180 days from the due date of bid opening of this Financial Proposal.

Date :
Place :

Authorised signatory
Name and Seal of Bidder
Annexure 6a

EQUIPMENT WISE DETAILS

Sl. No.	Name of Equipment	Photograph	Unit Price (In INR)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Total			

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 authorise 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 NDMC, representing us in all matters before NDMC, and generally dealing with NDMC 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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

Schedule A

Locations where the Outdoor Gym Equipments can be placed;

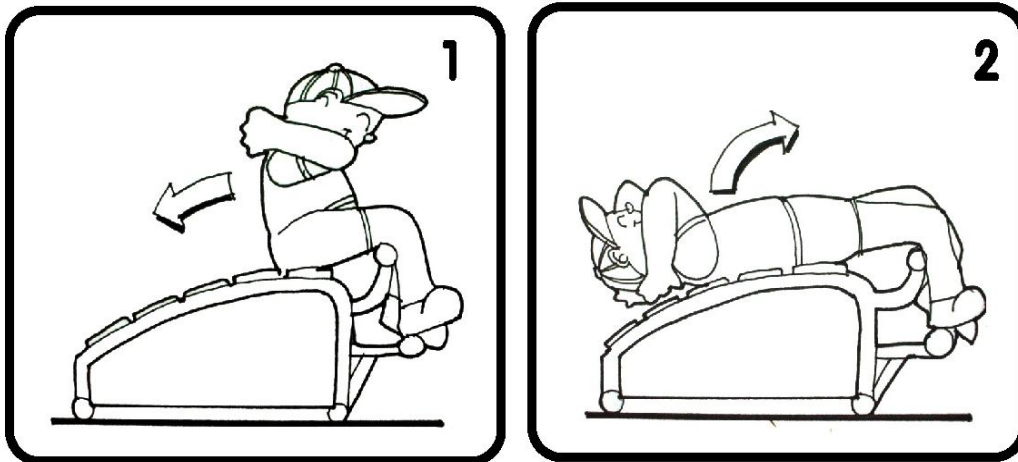
S.No.	Location	Sets
1	3 Working Women Hostels in NDMC Area	
	1. Indira Niketan	1
	2. Swati	1
	3. Aakansha	1
2	2 Old Age Homes in NDMC area	
	1. Sandhya	1
	2. Aaradhna	1
3	Multipurpose Gym at Laxmi Bai Nagar	1
4	PSOI, Chanakyapuri	1
5	Talkatora Garden	1
6	Nehru Park	1
7	10 Residential Colonies in NDMC Area	10
8	10 Sr. Secondary Schools in NDMC Area	10
9	Charak Palika Hospital	1
10	Vidyut Bhawan	1
11	Sanjay Park, B.H.S. Marg	1
12	Central Park, Connaught place	1
	Total	33

DESCRIPTION OF SOME OF THE EQUIPMENTS MENTIONED IN CL.2.3.1

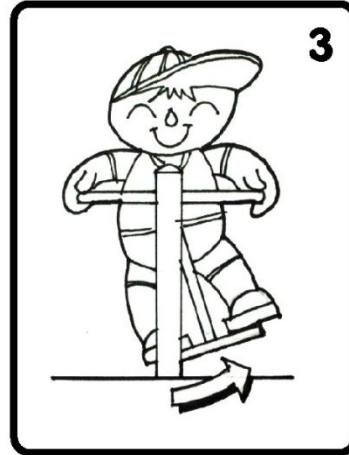
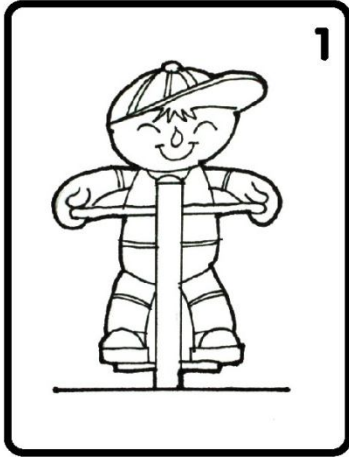
1. AIR WALKER



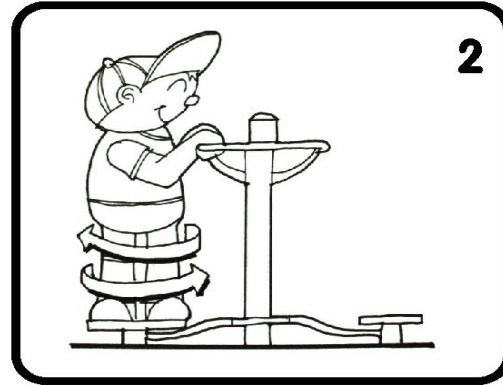
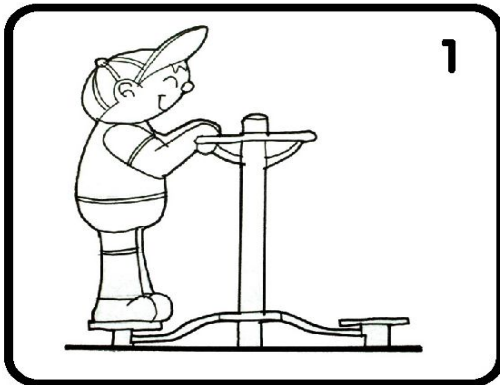
2. ABB CRUNCH or SIT-UP BENCH



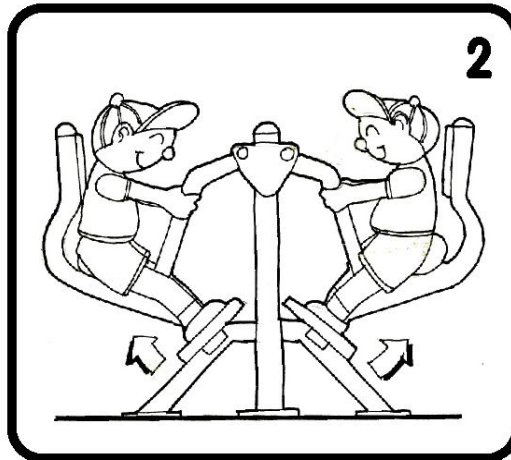
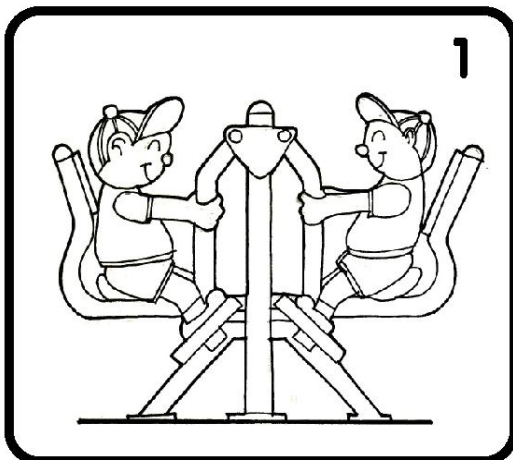
3. AIR SWING



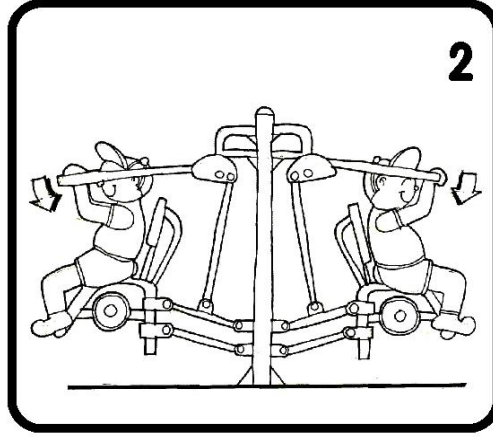
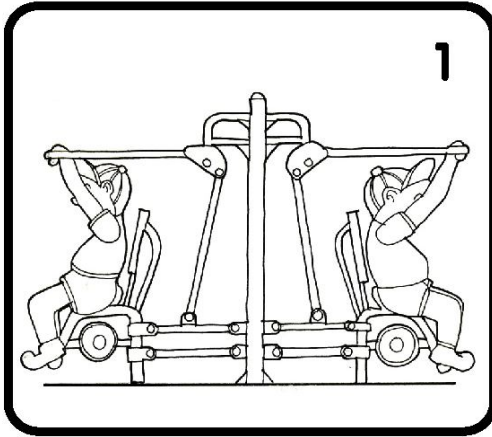
4. TWISTER



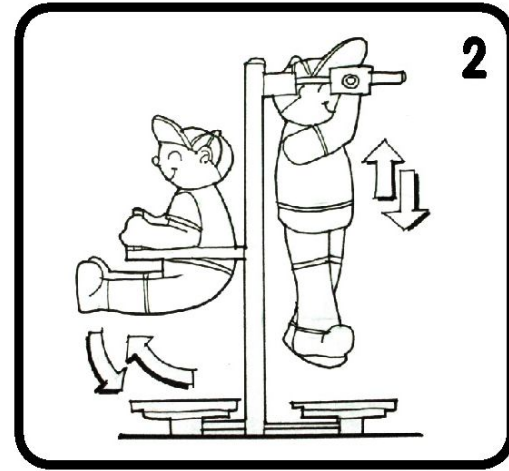
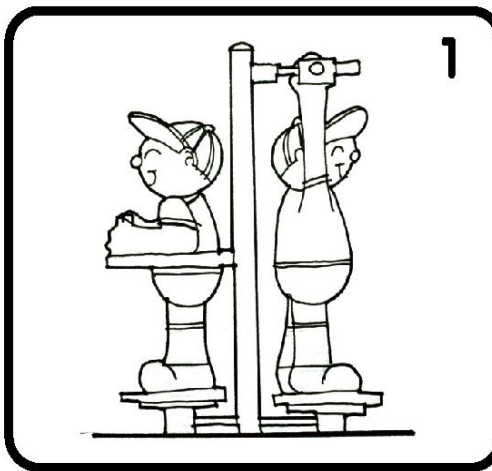
5. GLIDER or SET BACK



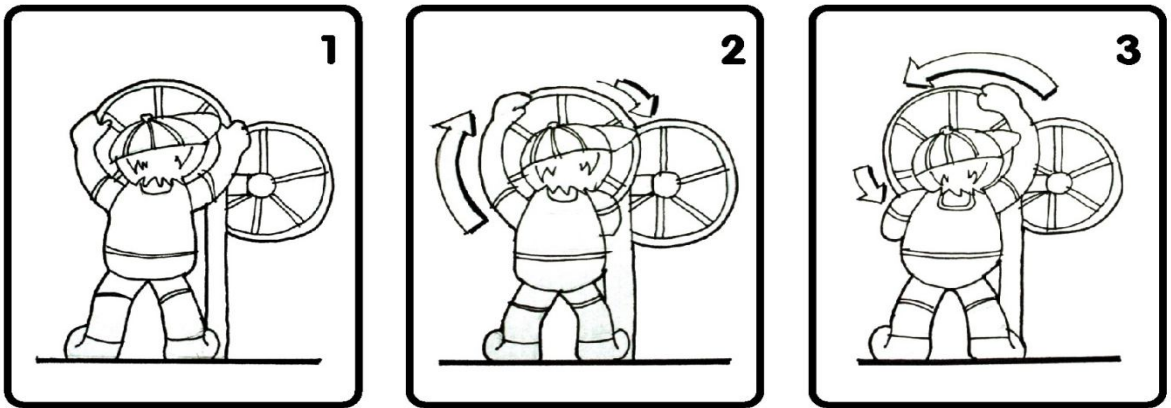
6. PUSH n PULL UP CHAIR



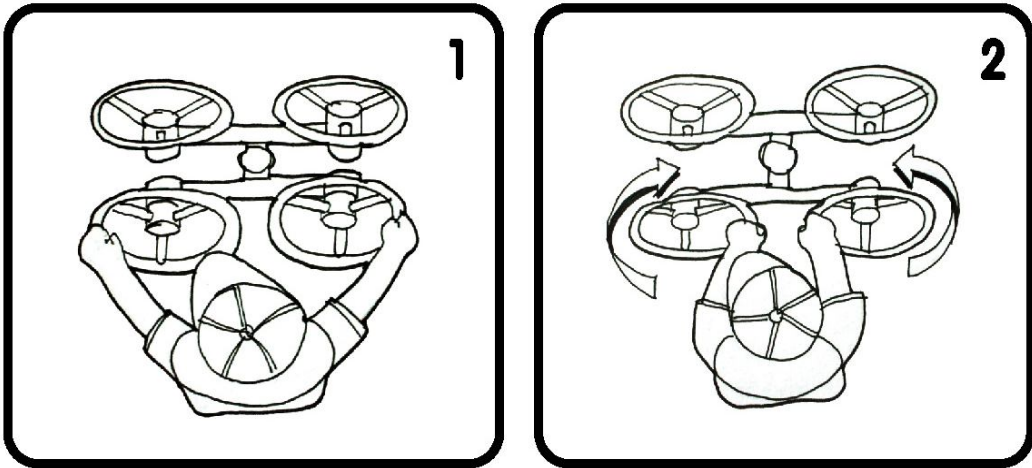
7. KNEE/HIP RAISE ON PARALLEL BARS



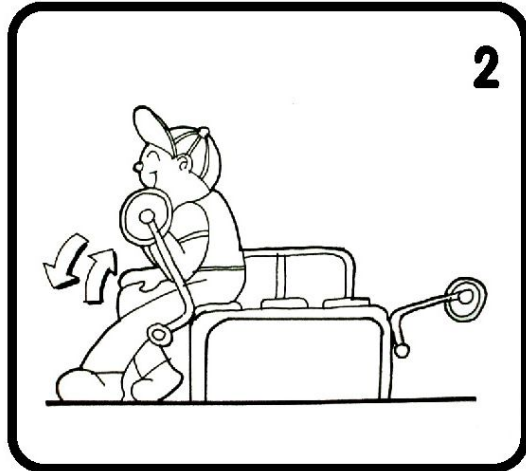
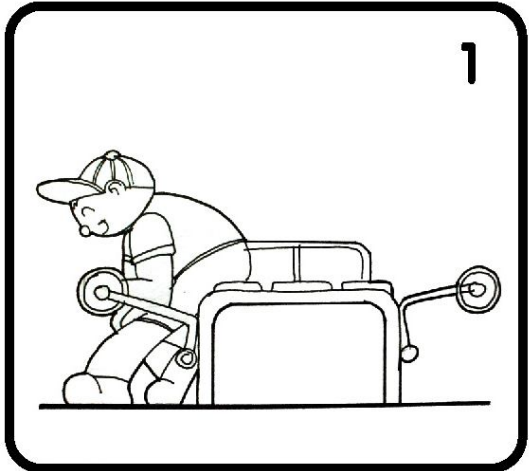
8. BIG SHOULDER WHEEL



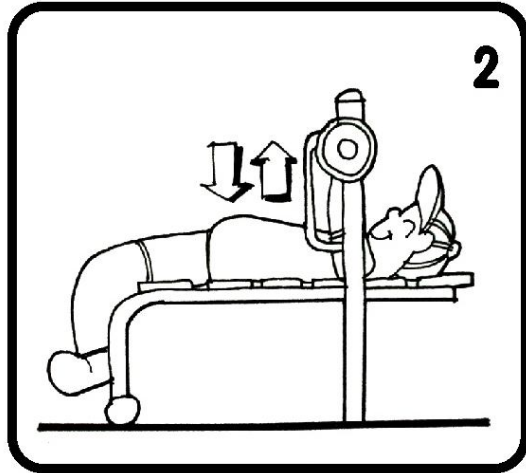
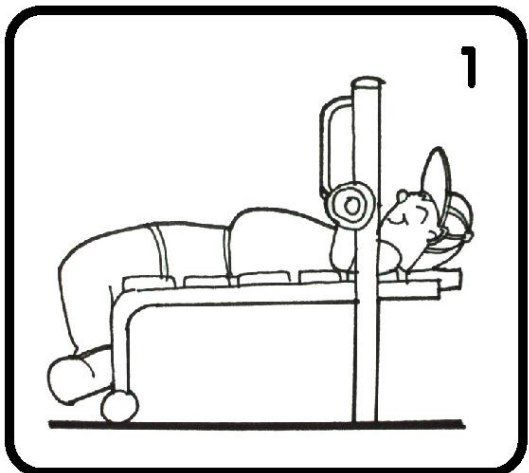
9. SPINNER



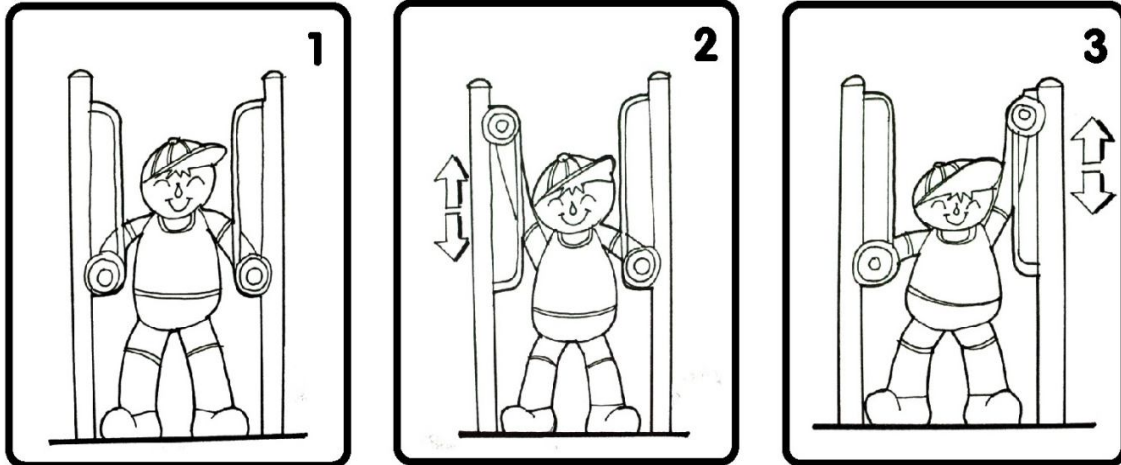
10. BENCH WITH FIXED DUMBBELL



11. BENCH WITH FIXED WEIGHTLIFT



12. POLES WITH FIXED WEIGHT



GENERAL TERMS AND CONDITIONS OF AGREEMENT:-

1.0 Transfer

During the tenure of this PROJECT the successful bidder shall not transfer, assign or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the project work without the prior written permission of the NDMC nor shall they be entitled to allow any person to occupy the licensed premises or to use any part thereof save with the prior permission in writing of the NDMC.

2.0 Finishes

The **Locations where the Outdoor Gym Equipments can be placed** will be handed over by NDMC after the signing of LoA. Then the successful bidder will make foundation, etc. as per requirements for installation of Gym Equipments. They install the equipments in the said premises at its own cost and expenses.

No alterations or damage shall be caused to the area. In case any damage is caused to NDMC's assets/premises by the bidder, the cost of same shall be recovered from the bidder by NDMC. The bidder will make his own arrangements at his cost to get the equipments installed/erected strictly as per the approval given by the NDMC. The space arrangements of Gym equipments shall be strictly as per NDMC's approval. **The quality of Equipments and its foundation shall be of very high standards and it should not spoil the look/aesthetics of the project site.** If in the opinion of NDMC, the quality/standard of Gym equipments and its foundation is not upto the mark, NDMC may instruct replacement of such Equipments and the same shall be binding on the licensee.

3.0 Use of Premises

- 3.1 The subject site can only be used for installation of outdoor fitness equipments.
- 3.2 The Bidder should install those equipments must not require electrical or hydraulic power to start and operate and shall keep noise levels within the permissible limits.
- 3.3 The Bidder at his own cost shall take the necessary statutory certificates and approvals.
- 3.4 The Bidder should maintain such equipment in a neat and good working condition and shall apply with all applicable laws and ordinances.
- 3.5 The Bidder will ensure that the installed equipments are in good working condition all the time. In case it is found that a equipment is not working properly then penalty of Rs 1000/- for each occasion may be imposed.
- 3.6 The Bidder will ensure that equipments are Older Adult Friendly.
- 3.7 Bidder shall ensure that all the equipments are properly assembled and fitted. No claim for damages or compensation for inconvenience in this regard will be entertained by NDMC.

4.0 Installation of Equipments

The Bidder must submit Plans, Specifications and preliminary schedules to NDMC within 7 days from the date of issue of LoA. Bidder should be able to complete installation of at least **10 sets** of equipments within **20 days** on receipt of job order. The bidder should complete **75%** of the job with-in **45 days** from the date of receiving of job order from NDMC, balance **25%** of the job must be completed in additional **15 days**. Any extension of time schedule will be at the discretion of NDMC.

Failure to comply the time schedule described in the agreement will invite the penalty of 10% of total project payment or forfeiture of performance security, whichever is higher.

As used herein, preliminary plans and specifications shall mean schematic development documents, which shall consist of:

- 4.1 General design notes
- 4.2 Single line plan
- 4.3 Equipment layout
- 4.4 Precautions and standards for maintaining equipments
- 4.5 Provisions and measures for safety

5.0 Payment Terms

The payments will be made by Director (Projects), NDMC (subject to deduction of statutory taxes and levies, if any) as follows-

S.no.	Milestones	% of Total quoted value
1.	Submission of Draft installation Plan, Specification & preliminary schedules	25%

2.	After installation of 10 sets	25%
3.	Installation of all Equipments on all the assigned locations	25%
4.	After verification of all the installation	25%

6.0 The Licensee shall at its sole expense and risk, carry out the design, procurement, installation, management, operations and maintenance.

7.0 The licensee shall carry out the design and installation at the locations provided in strict compliance with all applicable laws.

8.0 Bidder is required to first obtain NDMC's written approval on his proposed drawings and specifications of all plans. If NDMC is not satisfied and raises any objections, the licensee shall be required to appropriately amend/modify his scheme/plans within a reasonable time frame and seek NDMC's approval once again. The civil inspectors of NDMC will have full and unfettered access to inspect and check the materials before and after installation. All instructions issued by them in this regard will be complied with in full and within time stipulated by the said inspectors. No claim or compensation will be sought by the Bidder on this account.

9.0 The Bidder shall be solely responsible and liable, at his own cost, for all maintenance, upkeep and repairs of the equipments and its entire components. The licensee shall also carry out rectification of defects in the design or construction of any component of the works at its own cost.

10.0 Safety and Security Measures

- (i) Bidder shall provide to NDMC details of its safety plan and procedures for the Works. The Bidder shall comply with all safety regulations applicable, in its design, arrangements, installation and operations on Project Site. Bidder shall be responsible for the operation of machinery/equipment and shall take all precautions to ensure safety of the public.
- (ii) Bidder shall be responsible at its cost, for procurement, transport, receiving, unloading and safe keeping of all equipment and other things required for the installation and operation & maintenance of the equipments.

11.0 Maintenance & Repairs

The BIDDER shall bear the cost of day-to-day repairs and maintenance. All repairs shall be the responsibility of Bidder. If the repairs or maintenance required to be carried out by Bidder are not carried out within reasonable time (in any case not more than 15

days), the bidder will have to go through the penalty of Rs.500/- per day.

11.1 Warranty & Annual Maintenance Contract (AMC).

The Bidder shall give the warranty of five years of all equipments installed under this agreement. The company will provide AMC for one year within the cost quoted in the bid.

12.0 Alterations and Renovations

The BIDDER will be allowed to carry out any alterations or renovations, for this the Bidder will need to take prior written approval from NDMC through a written approval from NDMC through a written notice prior to commencement of any alteration works and if necessary NDMC reserves the right to ask for and review the renovation plan/ drawings before providing consent.

The Bidder will be responsible for the costs of removing debris from the premises and will be responsible for all damage to the common areas like parks, lawns, etc during the process of alteration. The Bidder will have to bear the cost of the damages.

13.0 Force Majeure. NDMC shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

14.0 NDMC reserves all the rights to terminate the complete or part of agreement without assigning any reason thereof.

15.0 Notices

That any notice under the terms of this Bid shall be in writing by registered post or delivered personally and signed by the party or his/its duly authorized representative giving such notice. Notice shall be addressed as follows:

If to NDMC at	OFFICE OF DIRECTOR (PROJECTS) Room no.,:7008, 7th floor, Palika Kendra, Sansad Marg New Delhi – 110001
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If to the LICENSEE, at	Address given in the 1 st page of agreement
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