



EAST DELHI MUNICIPAL CORPORATION



TENDER DOCUMENT & BOQ

Providing / Fixing of open air gym equipments in Shahdara South Zone. SH: 1 Providing and fixing open air gym apparatus in 6 nos. parks A Block, B Block, C Block park no. 2 in Vivek Vihar & A Block Govind Khand Jhilmil Colony. SH: 2 P/F Open air gym equipment in Central park block 8 Janta Flat Mayur Vihar Phase-III Park Gharoli Dairy Colony in ward no. 216 Shah. South Zone. SH: 3 P/F of open air gym equipments in Mini Stadium Rajgarh Colony ward no. 236 Shahadara South Zone. SH: 4 P/F of open Air Gym equipments in park in Block H & G New Seelampur in ward no. 236 Shahdara South Zone.

May 2017

**Office of the Executive Engineer (Project)-I
Shahdara South Zone
E-1/12, Krishna Nagar, Delhi-110051
Email- eeprshahsouth@gmail.com 011-22092309**



East Delhi Municipal Corporation Engineering Department



TENDER DOCUMENT FOR

Providing / Fixing of open air gym equipments in Shahdara South Zone. SH: 1 Providing and fixing open air gym apparatus in 6 nos. parks A Block, B Block, C Block park no. 2 in Vivek Vihar & A Block Govind Khand Jhilmil Colony. SH: 2 P/F Open air gym equipment in Central park block 8 Janta Flat Mayur Vihar Phase-III Park Gharoli Dairy Colony in ward no. 216 Shah. South Zone. SH: 3 P/F of open air gym equipments in Mini Stadium Rajgarh Colony ward no. 236 Shahadara South Zone. SH: 4 P/F of open Air Gym equipments in park in Block H & G New Seelampur in ward no. 236 Shahdara South Zone.

TABLE OF CONTENTS

SN	Sections/ Annexure	Particulars	Page no.
1	Section 1	Notice Inviting Tender cum Request For Proposal	3-6
2	Section 2	General Information regarding project	8
3	Section 3	Selection process and Eligibility Criteria	9-14
4	Section 4	General Information	15-16
5	Section 5	Preparation of Bid/ RFP Document	17-34
6	Section 6	Submission of RFP	35
7	Section 7	Evaluation Criteria	36-38
8	Section 8	RFP Opening and Evaluation	39
9	Section 9	Declaration by the Tenderer/Bidder	40-41
10	Section 10	Checklist with RFP	42-43
11	Section 11	Application Format & Annexure Proformas	44-57
12	Section 12	Award of Contract	58
13	Section 13	General Conditions of Contract	59-69
14	Section 14	General Particulars of RPF & Bidder	70-71
15	Section 15	Warranty & Maintenance	72
16	Section 16	Technical Bid	73-74
17	Section 17	Financial Bid	75
18	Section 18	Special Conditions Of Contract	76



East Delhi Municipal Corporation Engineering Department



EAST DELHI MUNICIPAL CORPORATION
Office of the Executive Engineer (Pr)-I
Shahdara South Zone
E-1/12, Krishna Nagar, Delhi-110051
Phone No. 011-22092309

NIT No: EE(Pr)-I/Sh-S /TC/2017-18/19 Dated: 07.09.17

NOTICE INVITING TENDER

1. The Executive Engineer (Project)-I/Sh-S Zone on behalf of Commissioner, East DMC invites the bids on item rates basis from experienced Indian Manufacturer and its dealers/ distributors of Open Gym (Green Gym/Garden Gym) i.e. Technical Bid and Financial Bid in sealed cover up to 3.00 PM on ----- for the following work:

Name of Work: Providing / Fixing of open air gym equipments in Shahdara South Zone. SH: 1 Providing and fixing open air gym apparatus in 6 nos. parks A Block, B Block, C Block park no. 2 in Vivek Vihar & A Block Govind Khand Jhilmil Colony. SH: 2 P/F Open air gym equipment in Central park block 8 Janta Flat Mayur Vihar Phase-III Park Gharoli Dairy Colony in ward no. 216 Shah. South Zone. SH: 3 P/F of open air gym equipments in Mini Stadium Rajgarh Colony ward no. 236 Shahadara South Zone. SH: 4 P/F of open Air Gym equipments in park in Block H & G New Seelampur in ward no. 236 Shahdara South Zone

Estimated Cost	:	Rs.60,45,000/-
Head of A/c	:	XL-VIII-V
Tender Cost	:	Rs. 2000/-
Time of completion	:	03 Months
Earnest Money	:	Rs. 1,15,500/-

2. The Eligibility criteria is as under:
 - a) The bidder should have satisfactorily completed three works of similar nature each costing not less than **Rs. 25.00 lakh** or two works each costing not less than **Rs. 37.00 lakh** or one work costing not less than **Rs 49.00 lakh** during the last seven years ending last day of the month of April 2017. Completed similar work/s means the work of supply/installation of outdoor gym/open gym/children play equipment. The experience/performance of works executed in favour of



East Delhi Municipal Corporation Engineering Department



- the bidding firm be submitted in the prescribed format and must also be issued from the work order issuing authority on the official stationery/letter head of the department/ company/ agency, for which the work has been executed.
- b) The bidder should have average annual financial turnover of **Rs. 61.00 lakh** on similar works during the last three years ending 31st March 2017.
- c) The bidder should have not incurred any loss for more than two years during the immediate last five consecutive financial years.
- d) The bidder should have a solvency of **Rs. 25.00 lakh** (Bankers certificates should be on letter head of the Bank, sealed in cover addressed to EE (Project)-I/Shahdara South Zone.
- e) The schedule of tender issue and submission is given under:-

Last Date of Download of tender Document	20.09.17 at 3.00PM
Last Date of Bid Preparation and Hash Submission	20.09.17 at 3.30PM
Last Date of Close for Bid	20.09.17 at 3.00PM to 6.00PM
Last Date of Re-encryption of Online Bid	20.09.17 at 6.00PM to 21.09.17 at 3.00PM
Last Date for Submission of Technical Bid & Finance Bid	21.09.17 at 3.00PM
Opening of Technical Bid	21.09.17 at 3.10PM
Opening of Finance Bid (Tentative)	25.09.17 at 3.00PM
Pre-Bid Meeting	15.09.17 at 3.00PM

a) Place of Pre-bid Meeting:

Office of the Chief Engineer Shah-South
East Delhi Municipal Corporation
Room No.A1-107, Parparganj, Indl. Area, Delhi-110092

b) Place of submission of tender:

Office of the Executive Engineer (Pr)-I Shah-South Zone,
East Delhi Municipal Corporation
E-1/12, Krishna Nagar, Delhi-110032.

- f) Bidders have to deposit Earnest Money of Rs **1,15,500/-** (Rupees One Lakh Fifteen Thousand Five Hundred Only) in the form of crossed Demand Draft / Pay Order/Banker's Cheque in favour of Commissioner, East Delhi Municipal Corporation, payable at New



East Delhi Municipal Corporation Engineering Department



Delhi A part of earnest money is acceptable in the form of bank guarantee also. In such cases 50% of earnest money or Rs. 20 Lakh whichever is less, will have to be deposited in shape prescribed as aforementioned and balance shall be accepted in form of bank guarantee issued by a scheduled bank.

- g) Tender document can be had from the office of the Executive Engineer (Project)-I/ E-1/12, Krishna Nagar, Delhi-110051, Zone, on all working days from 07.09.17 to 20.09.17 on payment of Rs. 2000/- (Rupees Two Thousand Only) non-refundable, in the form of demand draft/pay order in favor of **“Commissioner, East Delhi Municipal Corporation” payable at Delhi.**

**Ex. Engineer (Pr.)-I/Sh-S
East Delhi Municipal Corporation**



East Delhi Municipal Corporation Engineering Department



SECTION-1:NOTICE INVITING TENDER CUM RFP

1.1 Online Sealed Technical & Financial proposals are invited by the Executive Engineer (Project)-I/ E-1/12, Krishna Nagar, Delhi-110051 on behalf of Commissioner, East DMC under two bid system i.e. Technical Bid and Financial Bid from Experienced Indian Manufacturer and its dealers/distributors of Open Gym (Green Gym/Garden Gym) Equipments for “**Providing / Fixing of open air gym equipments in Shahdara South Zone. SH: 1 Providing and fixing open air gym apparatus in 6 nos. parks A Block, B Block, C Block park no. 2 in Vivek Vihar & A Block Govind Khand Jhilmil Colony. SH: 2 P/F Open air gym equipment in Central park block 8 Janta Flat Mayur Vihar Phase-III Park Gharoli Dairy Colony in ward no. 216 Shah. South Zone. SH: 3 P/F of open air gym equipments in Mini Stadium Rajgarh Colony ward no. 236 Shahadara South Zone. SH: 4 P/F of open Air Gym equipments in park in Block H & G New Seelampur in ward no. 236 Shahdara South Zone**”. The **Joint Venture Firms** of Indian Manufacturer along-with their dealers/distributors are also allowed to participate in RFP.

1.2 SELECTION PROCESS: A single stage, two-envelope process (Technical & Financial Bid) will be followed for selection of a suitable contractor for this work. All interested firms that qualify the eligibility criteria may apply based on the Technical compliance of each proposal as submitted by the Applicant. The East DMC shall shortlist bidders for opening of financial proposal. Financial proposal of the firm/s that qualify the said eligibility criteria shall be opened. The firm having the lowest Financial Bid (in aggregate) will be considered for award of work.

1.3 Eligibility Criteria for Technical Compliance of the applicant along-with necessary conditions and tender/RFP document can be obtained w.e.f. 07.09.17 to 20.09.17 on all working from the office of Executive Engineer (Pr)-I Shahdara South Zone on payment of tender cost (Non - refundable) of Rs. 2000/- through Bank Draft/ Pay order in favour of Commissioner, East Delhi Municipal Corporation, payable at New Delhi.

1.4 Bidders have to deposit Earnest Money (bid security) of **Rs. 1,15,500/-** (Rupees One Lakh Fifteen Thousand Five Hundred Only) in the form of crossed Demand Draft / Pay Order/Banker's Cheque in favour of Commissioner, East Delhi Municipal Corporation, payable at New Delhi A part of earnest money is acceptable in the form of bank guarantee also. In such cases 50% of earnest money or Rs. 20 Lakh whichever is less, will have to be deposited in shape prescribed as aforementioned and balance shall be accepted in form of bank guarantee issued by a scheduled bank.

1.5 Pre-Bid Meeting: Pre-bid meeting will be held on **15.09.17 at 3:00 PM** in the Office of the Chief Engineer-Shah South, East Delhi Municipal Corporation, Room No. A1-107, Udyog Sadan, Delhi -110092.

1.6 Bid Submission: Date for submission of Tender/ RFP document shall be up to **20.09.17 upto 3:00 pm** in the Office of the EE(Project)-I Sh-S Zone, E-1/12, Krishna Nagar, Delhi-110051. The Technical Bids shall be opened on the same day at 3.30 p.m. The financial bid of technically



East Delhi Municipal Corporation Engineering Department



qualifying firms shall be opened thereof. All interested participants/Bidders/stake-holders are requested to visit/follow the website www.mcdonline.gov.in for regular updates and details thereof. The amendments/clarification to the document, if any, will be intimated to the intended bidders and will also be available on the above website/s.

1.7 TURNOVER: The bidder should have average annual financial turnover of **Rs. 61.00 lakh** on similar works during the last three years ending 31st March 2016. The bidder should submit the audited balance sheet and P&L account duly certified by the Chartered Accountant for last three consecutive financial years.

1.8 EXPERIENCE The bidder should have satisfactorily completed three works of similar nature each costing not less than **Rs. 25.00 lakh** or two works each costing not less than **Rs. 37.00 lakh** or one work costing not less than **Rs. 49.00 lakh** during the last seven years ending last day of the month of April 2017.

1.8.1 The work shall be considered as completed when completion certificate from concerned agency is submitted along with the work order. The experience of these works for which, only either work orders or only completion certificate are submitted will not be considered. The bidder should furnish completion –cum- Performance certificate along with work order and P&L account statement with balance sheet of last three consecutive financial years for the said project duly certified by the Chartered Accountant.

1.8.2 In case of certificate issued by the private party, copies of TDS should also be enclosed. The completed similar work/s means the work of supply/ providing installation of outdoor Gym/ open Gym/Children Play Equipment.

1.9 SOLVENCY CERTIFICATE: The bidder should have a solvency of **Rs. 25.00 lakh**. (Bankers certificates should be on letter head of the Bank, sealed in cover addressed to EE (Project)-I/Sh-S Zone). Solvency certificate submitted should not be older than one year from the date of opening of tender. (Bankers certificate should be on letter head of the bank, sealed in cover addressed to EE(Pr)-I Shahdara South Zone, E-1/12, Krishna Nagar, Delhi-110051.

1.10 The East DMC may disqualify any Applicant/Bidder without notice who submits an incomplete/non-eligible bid. East DMC 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. East DMC reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

**Ex. Engineer (Pr.)-I/Sh-S
East Delhi Municipal Corporation**



East Delhi Municipal Corporation Engineering Department



SECTION-2: GENERAL INFORMATION REGARDING PROJECT

NAME OF WORK: Providing / Fixing of open air gym equipments in Shahdara South Zone. SH: 1 Providing and fixing open air gym apparatus in 6 nos. parks A Block, B Block, C Block park no. 2 in Vivek Vihar & A Block Govind Khand Jhilmil Colony. SH: 2 P/F Open air gym equipment in Central park block 8 Janta Flat Mayur Vihar Phase-III Park Gharoli Dairy Colony in ward no. 216 Shah. South Zone. SH: 3 P/F of open air gym equipments in Mini Stadium Rajgarh Colony ward no. 236 Shahdara South Zone. SH: 4 P/F of open Air Gym equipments in park in Block H & G New Seelampur in ward no. 236 Shahdara South Zone.

2.1 INTRODUCTION East Delhi Municipal Corporation is maintaining parks under its jurisdiction to facilitate recreational opportunities and clean & green environment to citizens of Delhi. The East Delhi Municipal Corporation (East DMC) intends to design, supply and install outdoor fitness equipment at various locations as per enclosed conditions and specifications. 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.

2.2 PROPOSAL To finalize the Contractor for supplying and installation of open Gym (Green Gym/ Garden Gym) equipments at various location of East Delhi Parliamentary Constituency under MPLADS in East Delhi Municipal Corporation by way of rate and agency as per requirement of East DMC.

2.3 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. The information contained in this RFP/Tender document or subsequently provided to interested parties, in writing by or on behalf of East Delhi Municipal Corporation (EDMC) is provided to Applicant(s) on the terms and conditions set out in this RFP/Tender 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/Tender document and obtain independent advice from appropriate sources. EDMC, their employees and advisors make no representation and shall incur no liability under any law, statute, rules or regulations as to the accuracy; reliability or completeness of the RFP/Tender document and information provided is only to the best of the knowledge of East DMC. Intimation of discrepancies in the RFP/TD, if any, should be given to the office of the East DMC immediately by the Applicants. If East DMC receives no written communication, it shall be deemed that the



East Delhi Municipal Corporation Engineering Department



Applicant/s is/are satisfied with the RFP/Tender Document and the document is complete in all respects. This RFP /Tender document is not an agreement and is not an offer or invitation by EDMC to any other party.

2.4 PROJECT LOCATION The project is to be implemented at various locations under jurisdiction of East Delhi Municipal Corporation. **Total 10 Nos.** of Open gyms will be provided and the exact locations will be intimated at the time of award of work.

SECTION-3: SELECTION PROCESS

3. SELECTION PROCESS: A single stage, two-envelope process (Technical & Financial Bid) will be followed for selection of a suitable contractor 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. East DMC shall shortlist bidders for opening of financial proposal. Financial proposal of the firm/s that qualify the said eligibility criteria shall be opened. The firm having the lowest financial bid will be considered for award of work.

3.1 ELIGIBILITY CRITERIA FOR TECHNICAL COMPLIANCE OF THE APPLICANT

3.1.1 Indian Manufacturer and its dealers/distributors of Open Gym (Green Gym/ Garden Gym) Equipments conforming to relevant national/international standards would be eligible. The Tenderer/Bidder shall submit Valid Registration of Manufacturing Unit/Plant located in India with certificate/s issued by Government Agency clearly mentioning the Manufacturer of Open Gym Equipments. The Bidder shall submit Valid Registration Certificate of manufacturing unit/plant License with production capacity located in India.

3.1.2 The Tenderer/Bidder should have adequate post installation localized service facilities/ centers in Delhi. In the case of being a new firm, the Tenderer/Bidders will have to submit a written commitment to establish adequate localized service facilities/centers in Delhi.

NOTE: IF ANY BIDDER DOES NOT FULFILL THE MANDATORY CONDITIONS ITS BID IS LIABLE TO BE REJECTED. To be eligible for evaluation of its proposal, the applicants shall also have to fulfill the following conditions:

3.2 The Bidder should have valid test certificates (in the name of manufacturer firm) with respect to equipments issued by the Government or Government designated/ authorized Lab/s / accredited national or international test centers.



East Delhi Municipal Corporation Engineering Department



3.3 The Tenderer/Bidder should have valid CST/VAT registration certificate as applicable.

3.4 The bidder shall have Tax registration number and PAN/ TAN, ESI, PF, Service Tax, Sales Tax or any other registration as required. Documentary proof to be submitted.

3.5 RELEVANT MINIMUM EXPERIENCE

3.5.1 The bidder should have satisfactorily completed three works of similar nature each costing not less than **Rs. 25.00 lakh** or two works each costing not less than **Rs. 37.00 lakh** or one work costing not less than **Rs 49.00 lakh** during the last seven years ending last day of the month of April 2017.

3.5.2 The work shall be considered as completed when completion certificate from concerned agency is submitted along with the work order. The experience of these works for which, only either work orders or only completion certificate are submitted will not be considered.

3.5.3 The bidder should furnish completion –cum- Performance certificate along with work order and P&L account statement with balance sheet of last three consecutive financial years for the said project duly certified by the Chartered Accountant.

3.5.4 In case of certificate issued by the private party, copies of TDS should also be enclosed. The completed similar work/s means the work of supply/ providing installation of outdoor Gym/ open Gym/Children Play Equipment.

3.5.5 The value of executed works shall be brought to current costing level by enhancing the actual value of work with simple interest @ 7% per annum, calculated from the date of completion upto last date of receipt of applications for tenders.

COMPLETED SIMILAR WORK/S MEANS THE WORK OF SUPPLY/INSTALLATION OF OUTDOOR GYM/OPEN GYM/CHILDREN PLAY EQUIPMENT.THE EXPERIENCE/PERFORMANCE OF WORKS EXECUTED IN FAVOUR OF THE BIDDING FIRM BE SUBMITTED IN THE PRESCRIBED FORMAT (ANNEXURE SECTION 12.2.2) AND MUST ALSO BE ISSUED FROM THE WORK ORDER ISSUING AUTHORITY ON THE OFFICIAL STATIONERY/LETTER HEAD OF THE DEPARTMENT/ COMPANY/ AGENCY, FOR WHICH THE WORK HAS BEEN EXECUTED

3.6 FINANCIAL CAPABILITY The bidder should also mention the 50% annual average Turnover during the last three years. The bidder should submit the audited balance sheet /P&L account duly certified by the Chartered Accountant for last three financial years.



East Delhi Municipal Corporation Engineering Department



3.7 SOLVENCY CERTIFICATE: The bidder should have a solvency of **Rs.25.00 lakh**. (Bankers certificates should be on letter head of the Bank, sealed in cover addressed to EE (Project)-I/Sh-S Zone).

3.8 The bidder should have not incurred any loss for not more than two years during the immediate last five consecutive financial years.

3.9 IF BIDDER IS A JOINT VENTURE:

- 3.9.1** Separate identity/name shall be given to the Joint Venture firm.
- 3.9.2** Joint Ventures (JV) of Indian Manufacturer along-with their dealer/distributors are allowed to participate in the In case of the bidder is a consortium/Joint Venture firm.
- 3.9.3** There is restriction on number of members to a maximum of three in the Joint Venture Firm.
- 3.9.4** The principal manufacturer of the equipments should be Indian Manufacturer only and should have valid manufacturing license for open/outdoor gym equipments.
- 3.9.5** In case of Joint Venture firm, The Technical bid should contain the information for each member of the consortium/joint venture firm.
- 3.9.6** 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.
- 3.9.7** 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.
- 3.9.8** 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.
- 3.9.9** 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.
- 3.9.10** Once the Tender is submitted the MOU shall not be modified/altered/terminated during the validity of the tender. In



East Delhi Municipal Corporation Engineering Department



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.

- 3.9.11** Approval for change of constitution of JV firm shall be at the sole discretion of E.D.M.C. 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.
- 3.9.12** 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. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 3.9.13** 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.
- 3.9.14** 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.
- 3.9.15** 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.
- 3.9.16** 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.
- 3.9.17** E.M.D. shall be submitted only in the name of the Joint Venture (JV) and not in the name of the constituent member.
- 3.9.18** 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 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.
- 3.9.19** 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



East Delhi Municipal Corporation Engineering Department



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 E.D.M.C. 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:

3.9.19.1 JOINT AND SEVERAL LIABILITY - The Members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the EDMC for execution of the project in accordance with this. The JV members shall also be liable jointly and severally for the loss, damages caused to the EDMC during the course of execution of the contract or part thereof.

3.9.19.2 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.

3.9.19.3 GOVERNING LAWS - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

3.9.20 AUTHORIZED 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.

3.9.21 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 EDMC in respect of the said tender/contract.

3.9.22 Documents to be enclosed by the JV firm along-with the tender:

3.9.22.1 In case one or more of the members of the JV firm is/are partnership firm(s), following documents shall be submitted:

- (a) Notary certified copy of the Partnership Deed.
- (b) Consent of all the partners to enter into the Joint venture agreement on a stamp paper of appropriate value (in original).



East Delhi Municipal Corporation Engineering Department



- (c) 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.

3.9.22.2

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.

3.9.22.3

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 EDMC 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.

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East Delhi Municipal Corporation Engineering Department



SECTION-4: GENERAL INFORMATION

4. RFP DOCUMENT DETAIL

4.1 CONTENT OF RFP/TENDER DOCUMENT /INSTRUCTIONS TO BIDDERS

4.1.1 The RFP/Tender contains procedure and contract terms which are prescribed in the RFP Documents. In addition to the RFP Notice the Bidding Documents include Covering Letter, RFP Form/ General Particulars of RFP, Experience –work/ projects of supply and installation of Open Gym (Green Gym/ Garden Gym) equipment, Declaration by the Bidder, Instruction to Bidder, General Condition of Contract, Scope of Work & Technical specifications, Details of Warranty, Technical Bid, Financial Bid.

4.1.2 The Bidder is expected to examine all instructions, forms, terms and specifications as mentioned in the RFP document. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation relating to this work.

4.1.3 Failure to furnish all information required by the 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.

4.1.4 Bidder is required to make his own estimates regarding all costs associated with the Project. The East DMC shall not entertain any disputes in this regard after the bids have been submitted. However, East DMC retains the right to ask for any missing information during the evaluation process.

4.2 INFORMATION REQUIRED WITH THE PROPOSAL.

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

4.2.2 Any RFP 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 East DMC. Any departure from these drawing and descriptive material submitted shall not be permitted during the execution of contract without specific written permission of the East DMC.

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 execution of the works covered under these documents and specifications. East DMC shall not entertain any request for clarifications from the Bidder, regarding such local conditions.



East Delhi Municipal Corporation Engineering Department



4.3 CLARIFICATION OF RFP DOCUMENTS

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

4.3.2 Verbal clarifications and information's given by the East DMC 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 of Ex. Engineer(Pr-I) Sh-S Zone.

4.4. AMENDMENT OF RFP DOCUMENTS

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

4.4.2 The amendment will be notified in writing or through website or by mail to all prospective Bidders, who have received the RFP documents and will be binding on them. East DMC 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 office of Ex. Engineer(Pr-I) Sh-S Zone and East DMC website www.mcdonline.gov.in.

4.5 DEVIATIONS TO TENDER CLAUSES: Tenderers are advised to submit the tenders strictly based on the terms and conditions and specification contained in the Tender Documents and not to stipulate any deviations. Conditional tenders are liable to be rejected.

4.6 CORRECTIONS: No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All correction in the schedule of rate should be initialed.

4.7 FIRM RATES: The rates quoted by bidder shall remain firm till completion of all works even during the extended period, if any, on any account what so ever. It is provided that the Contractor/Suppliers shall not change any of the rates, quoted in the tender till the completion of work. **The rates shall be quoted in figures as well as in words and shall be protected with transparent tape, failing which the bid shall be rejected.**

**Ex. Engineer (Pr.)-I/Sh-S
East Delhi Municipal Corporation**



East Delhi Municipal Corporation Engineering Department



SECTION-5: PREPARATION OF BID / RFP DOCUMENT

5. PREPARATION OF BID/ RFP DOCUMENT

5.1 LANGUAGE OF BID

5.1.1 The RFP prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and EAST DMC shall be written in the English provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purpose of interpretation units of measurement shall be MKS system. The Proposal and all related correspondence and documents shall be written in English language. The currency for the purpose of the proposal shall be the Indian National Rupee.

5.2 DOCUMENT COMPRISING THE BID

5.2.1 The RFP prepared by the Bidder shall comprise the following components.

- (a) Covering letter as provided in RFP document.
- (b) RFP form
- (c) Documentary evidence establishing that the bidder is eligible and is qualified to perform the contract.
- (d) Earnest money furnished in accordance with the RFP 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. The cutting and overwriting in quoted rate/ amount should be avoided, further the quoted rate and amounts should be secured through transparent tape, if not, it shall be rejected and no conditions (i.e. deviations / assumptions / stipulations/clarifications/ comments/ any other request) what so ever and conditional offer will also be rejected.

5.3.2 DUTIES AND TAXES The price quoted should include all taxes and duties, custom duty, excise duty, service tax, C.S.T., local taxes, Trade Tax/VAT, Income Tax, Surcharge on Income Tax, Testing Charges of materials by EAST DMC 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/VAT/Service tax norms will be payable by the Bidder. If any new tax/duty is levied during the contract period the same will be borne



East Delhi Municipal Corporation Engineering Department



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 and Government of NCT of Delhi in this regard. The amount of taxes subject to TDS shall be shown clearly by the firm in the bills.

5.3.3 The successful bidder shall submit a certificate duly certified by CA that the bidder has to comply the relevant provisions of the EPF and MP Act, 1952 as applicable against the period of work for which demand / bills are raised. The successful bidder shall also submit relevant documents for the same as and when demanded by East DMC, otherwise East DMC shall withheld the payment due as per provisions of the EPF and MP Act, 1952 for ensuring compliance of this Act by the bidder.

5.4 BID CURRENCIES 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. 1,15,500/-** along with Technical Bid as mentioned in the document in the form of a bank draft /pay order issued in favour of COMMISSIONER, EAST DMC payable at New Delhi.

5.5.2 Any bid without earnest money will be rejected by the EAST DMC as non-responsive.

5.5.3 No Interest shall be payable on the amount of earnest money. The earnest money of successful tenders (L1) may be converted into agreement security and shall be released after the expiry of the agreement/maintenance period which-ever is later.

5.5.4 The RFP security (earnest money) may be forfeited:

a) if any tenderer withdraws his RFP/tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or make any modification in the terms and conditions of the tender which are not acceptable to the Department, then the Department shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely. This provision would naturally apply only to the lowest tenderer once the earnest money of all the tenderers except those of the lowest is refunded.

b). in case of forfeiture of earnest money as prescribed in (a) above, the tenderer shall not be allowed to participate in the retendering process of the work.



East Delhi Municipal Corporation Engineering Department



S. No.	PRODUCTS / ITEM	DESCRIPTION OF ITEM	Qty	UNIT	RATE PER UNIT	Amount
		Part A				
1	AIR WALKER	Providing and fixing Air Walker made from "C" class GI Pipe. The center pipe is of 80mm NB made from "C" Class GI Pipe, and the bottom support of M.S. round plate of 250 mm dia & 10mm thickness is welded at bottom. The leg movement frame is of 40mm NB made from "C" Class GI Pipe. The handle frame is of 25mm NB made from "C" Class GI Pipe. The foundation used for fixing is consists of three equal items i.e. 80mm NB made from "C" Class GI Pipe, M.S. Round Plate of 250 mm dia & 10mm thickness & 25 mm X 25mm M.S. angle of 3 mm thickness. To join the centre pipe & leg movement frame seamless pipe of 60 mm dia & 3mm thickness & 60mm dia solid bar is used. The bending M.S. plate is used to join the centre pipe & leg movement frame is of 6 mm thickness. The footrests is made from FRP/C.I./Aluminum casting material, its sizes are 130mm X 300mm X 5mm. For the support 50 X 50mm X 2mm CRC' square pipe is used. Closing Caps made from top quality FRP material with 2 mm thickness. The pins used are made up of 25mm diameter bright bar. The bearings used are "6205" permanent lubricated sealed bearing of reputed make. The nut bolts used for assembly are made from S.S. material. The serclips used for assembly are of 25 mm diameter. The foundation pipes are embedded in C.C. stock and painting is done by attractive color spraying after proper surface treatment, Shot blasting and initial coat of yellow primer surface is applied before top coat. The top coat is done	2	each		



East Delhi Municipal Corporation Engineering Department



		using the best quality brand paint or duly powder coated.				
2	SIT UP BOARD	Providing and fixing Sit up Board made from "C" Class GI pipe. The main frame is of 25mm NB made from "C" Class GI pipe. FRP sheet of 3mm thickness is molded on main frame. The remaining frame of the sit up board is of 32mm NB made from "C" class GI pipe. The foundation pipes are embedded in C.C. stock and painting by color spraying after proper surface treatment. The top coat be done using the best quality brand paint or duly powder coated.	1	each		
3	BOARD I AIR SWING	Providing and fixing Surf Board made from "C" Class GI Pipe. The center pipe is of 100mm NB made from "C" class GI Pipe, and the bottom support of M.S. plate of 250 mm dia & 10mm thickness is welded at bottom. The handle frame is of 40mm NB & 25mm NB made from "C" class GI Pipe. The movement frame is made up of 50mm NB "C" class GI Pipe. The foundation used for fixing consists of three equal items i.e. 100mm NB made from "C" Class GI Pipe, M.S. round plate of 250 mm diameter & 10mm thickness, 25mm X 25mm X 3mm M.S. angle. To join the centre pipe & handle frame seamless pipe of 130mm dia & 3mm thickness is used. For the movement, bushes are used & for it 60mm dia with 3mm thickness & 60mm solid bar is used. The footrests is made from FRP/C.I./Aluminum casting material, its sizes are 320mm X 270mm & 5mm thickness. For support of footrest is 200mm X 250mm with 5mm thickness M.S. Plate and 50mm X 50mm CRC Square pipe with 2mm thickness is used. Closing Caps made from top quality FRP material which is of 2 mm thickness. The pins used are made up of 25 mm diameter Hardened bright bar. The bearing used are of "6205"	1	each		



East Delhi Municipal Corporation Engineering Department



		<p>permanent lubricated sealed bearing of reputed make. The handles used are of Rubber grip. The Nut Bolts used for assembly is made from S.S. material. The bushes (Stopper) used to avoid the collusion made from Polyurethin Plastic material of 50 mm dia. The serclips used for assembly is of 25 mm dia. The Foundation pipes are embedded in C.C. stock and painting is done by attractive color spraying after proper surface treatment, Shot blasting and initial coat of yellow primer surface is applied before top coat. The top coat is done using the best quality brand paint or duly powder coated.</p>				
4	HORSE RIDER	<p>Providing and fixing Horse rider made from "C" class GI Pipe. The main frame of Ø60mm made from "C" Class GI Pipe, and The bottom support of M.S. round plate of Ø 250mm & 10mm thickness is welded at bottom. The leg movement frame is of Ø40mm made from "C" Class GI Pipe. The handle frame is of Ø32mm made from "C" Class GI Pipe. The foundation used for fixing is consists of three equal items i.e. 90mm made from "C" Class GI Pipe, M.S. Round Plate of Ø250mm & 10mm thickness & 25mm X 25mm M.S. angle of 3 mm thickness. The footrests is made from FRP/C.I.I Aluminum casting material, its sizes are 130mm X 310mm X 5mm. For the support 50 X 50mm X 2mm CRC square pipe is used. Closing Caps made from top quality FRP material with 2 mm thickness. The pins used are made up of Ø25mm 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 serclips used for assembly are of Ø25 mm. The powder coat is done by Polyurethine & Epoxy</p>	10	each		



East Delhi Municipal Corporation Engineering Department



		powder with 60 to 70 micron thickness.				
5	STAIR STEPPER WITH SURF BOARD	<p>Providing & fixing Surf Board cum stepper Equipment made from "C" Class G.I. pipe of different NB. NB stands for Nominal Bore Sizes i.e. Internal Diameter of pipe in millimeters. The center pipe is of 100mm NB made from "C" class G.I. pipe. The bottom support welded of M.S. plate of Ø250 mm & 10mm thickness. M.S. Flat of 60mm are used for links mechanisms. The handle frame is of 32NB made from "C" class G.I. pipe. The foundation used for fixing is a structure and made from center pipe of G.I. of 80NB "C" class. Welded with M.S. round plate of Ø250 mm & 10mm thick. Main pipe supported with 25 mm X 25mm M.S. angles of 3 rnrn thickness and 20mm x 40mm CRC square pipes of 3mm thickness. Bushes are used 75mm Outer Diameter with 7.5mm thickness is used for Surf Board and 60mm Outer Diameter with 5 mm thickness for Stepper. The footrests made from Aluminum casting material of size 320mmX270mmX5mm. For support to footrest 200mmX250mm with 3mm thickness M.S. Plate used. Closing Caps made from top quality Fiber reinforced Plastic material which is of 2 mm thickness. The pins used are made up of Ø25 mm Ø45 mm of M.S. bright material. The bearings used are of "6007zz" and "6205zz" permanent lubricated sealed bearing of reputed brand (FAG/SKF). High tensile steel with galvanized nut bolts are used for assembly. The cerclips used for assembly are of A24 and A34 mm. The powder coating is done with Berger make Pure Polyester powder with 60 to 70 micron thickness DIMENSIONS: - 910mm (Length) x 860mm (Width) x</p>	1	each		



East Delhi Municipal Corporation Engineering Department



		1400mm (Height). Safe Area :- 1.39 x 1.27Mtr.				
6	LEG PRESS	<p>Providing and fixing Leg Press made from "C" Class GI Pipe. The center pipe is of 100mm NB made from "C" Class GI Pipe, and the bottom support of M.S. Round plate of 250 mm diameter & 10mm thickness is welded at bottom. The remaining outer frame is of 40mm NB made from "C" class GI Pipe. The foundation used for fixing is consist of three equal items i.e. 80mm NB made from "C" class GI Pipe, M.S. Round plate of 250mm dia & 10mm thickness, 25mm X 25mm X 3mm M.S.angle. To join the centre pipe & outer frame seamless pipe of 130mm dia & 3mm thickness is used. The seats are fitted on the outer frame is made up of FRP material of size 330mm X 330mm of thickness 3mm & M.S. Plate of thickness 5mm and Size 250mm X 200mm is used to support it. The footrests is made from FRP/C.I.I Aluminum casting material, its sizes are 130mm X 300mm & 5mm thickness. The frame of footrests consists of 25 NB made from "C" class GI Pipe. Closing caps made from top quality FRP material which is of 2mm thickness. The inner bushes are made from seamless pipe, its diameter is 60mm & 8mm thickness. The pins used in are made up of 25mm diameter hardened bright bar. The bearings used are of "6205" permanent angle don by attractive qolor spravingq after proper surface treatment, Shot blasting and initial coat of yellow primer surface is applied before top coat. The top coat is done using the best quality brand paint or duly powder coated. To join the centre pipe & outer frame seamless pipe of 130 mm dia & 3mm thickness is used. The seats are fitted on the outer frame is made up of FRP</p>	10	each		



East Delhi Municipal Corporation Engineering Department



	<p>material of size 330 mm X 330 mm of thickness 3 mm & M.S. Plate of thickness 5mm and Size 250mm X 200mm is used to support it. The footrests is made from FRP/ C.I./Aluminum casting material, its sizes are 130mm X 300mm & 5mm thickness. The frame of footrests consists of 25 NB made from "C" class GI Pipe. Closing caps made from top quality FRP material which is of 2mm thickness. The inner bushes are made from seamless pipe, its diameter is 60mm & 8mm thickness. The pins used in are made up of 25mm diameter hardened bright bar. The bearings used are of "6205" 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 bushes (stopper) used to avoid the collusion made from Polyurethin Plastic material of 50mm diameter. The serclipsed for assembly are of 25mm diameter. The Foundation pipes are embedded in C.C. stock and painting is 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 bushes (stopper) used to avoid the collusion made from Polyurethin Plastic material of 50 mm diameter. The serclipsed for assembly are of 25mm dia meter. The Foundation pipes are embedded in C.C. stock and paintings.</p>			
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East Delhi Municipal Corporation Engineering Department



7	SEATED PULLER/ PULL CHAIR	<p>Providing and fixing seated puller made from "C" Class GI Pipe. The center pipe is of 100mm NB made from "C" Class GI Pipe and the bottom support of M.S. round plate of 250 mm dia & 10mm thickness is welded at bottom. The remaining frame is made up of 30mm NB "C" class GI Pipe. The handle frame is of 25mm NB "C" class GI Pipe. The seat frame is of 30mm NB "C" class GI Pipe, for the assembly different bushes are used which is made from seamless pipe of 50mm O.D. and 3mm thickness & 50mm solid bar is used. The foundation support made up of three equal items i.e. 100mm NB made from "C" Class GI Pipe, M.S. Round Plate of 250mm dia & 10 mm thickness & 25 mm X 25 mm X 3mm M.S. angle. The seats are made up of high quality FRP material of size 330mm X 330mm of thickness 3mm & M.S. Plate of size 250mm X 200mm X 5mm is used to support it. Closing caps made from high quality FRP material which is of 2mm thickness. The pins used are made up of 17mm diameter solid bar. The bearings used are of "6203" permanent lubricated sealed bearing of reputed make. The nut bolts used for assembly are made from S.S. material. The serclips used for assembly are of 17mm diameter. The Foundation pipes are embedded in C.C. stock and painting is done by attractive color spraying after proper surface treatment, Shot blasting and initial coat of yellow primer surface is applied before top coat. The top coat is done using the best quality brand paint or duly powder coated.</p>	10	each		
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East Delhi Municipal Corporation Engineering Department



8	EXCERCISING BAR /PUSH UP BARS	<p>Providing & fixing Excercising Bar /Push up Bars with DIMENSIONS: - 1220 mm(Length) x 550mm(Width) x 1700mm(Height). SAFE AREA: - 2Mtr x 1 Mtr. Push up bar equipment made from "C" Class G.I. pipe of different NB. NB stands for Nominal Bore Sizes i.e. Internal Diameter of pipe in millimeters The main frame of 100 NB made from "B" or "C" Class G.I. pipe. The M.S. round plate of 0250 mm & 10mm thickness is welded at bottom. The handle frame is of 25 NB made from "B" or "C" Class G.I. pipe. The foundation used for fixing is a structure and made from center pipe of G.I. of 80 NB "B" or "C" class welded with M.S. round plate of 0250 mm & 10mm thick. Main pipe supported with 25mm X 25mm M.S. angles of 3mm thickness and 20mm x 40mm CRC square pipes of 3mm thickness. Closing Caps made from top quality Fiber reinforced Plastic material with 2mm thickness. High tensile steel with galvanized nuts & bolts are used for assembly. The powder coating done with Pure polyester powders with 60 to 70 micron thickness.</p>	1	each		
9	CHEST PRESS	<p>Providing and fixing chest press made from "C" Class GI Pipe. The center pipe is of 100mm NB made from "C" Class GI Pipe, and the bottom support of M.S. round plate of 250 mm dia & 10mm thickness is welded at bottom. The remaining frame is made up of 40mm NB "C" class GI Pipe. The handle frame is made up of 25mm NB "C" class GI Pipe. The seat frame is made up of 40mm NB & 50mm NB "C" class GI Pipe. For the assembly different bushes are used which is made from 50mm with 3mm thickness seamless pipe & 50mm solid bar is used. The foundation used for fixing it consists of three equal items i.e 100mm</p>	4	each		



East Delhi Municipal Corporation Engineering Department



		<p>NB made from "C" Class GI Pipe, M.S. Round plate of 250mm dia & 10 mm thickness & 25mm X 25mm X 3mm M.S. angle. The seats is fitted on the outer frame is made up of high quality FRP material of size 330mm X 330mm of thickness 3mm & M.S. Plate of thickness 5 mm and Size 250mm X 200mm is used to Support it. Closing Caps are made from top quality FRP material which is of 2mm thickness. The pins used are made up of 25mm & 17mm dia solid bar. The bearings used are of "6205" & "6203" permanent lubricated sealed bearing of reputed make. The nut bolts used for assembly are made from S.S. material. The serciips used for assembly is made up of 25 mm & 17mm dia. The foundation pipes are embedded in C.C. stock and painting is done by attractive color spraying after proper surface treatment, Shot blasting and initial coat of yellow primer surface is applied before top coat. The top coat is done using the best quality brand paint or duly powder coated.</p>			
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East Delhi Municipal Corporation Engineering Department



10	SHOULDER BUILDER/ ARM WHEEL	Providing and fixing Shoulder Builder made from "C" Class GI pipe. The Center Pipe is of 100mm NB made from "C" Class GI Pipe and the bottom support of M.S. Round plate of 250 mm diameter & 10mm thickness is welded at bottom. The handle movement frame is of 25 NB & 20 NB made from "C" Class GI Pipe. To Join the centre pipe & handle movement frame seamless pipe of 130mm dia & 3mm thickness is used. The foundation used for fixing consists of three equal items i.e. 100mm NB made from "C" class GI Pipe, M.S. Round Plate of 250mm dia & 10mm thickness & 25mm X 25mm X 3mm M.S. angle. Closing caps made from top quality FRP material which is of 2mm thickness. The pins used are made up of 25mm dia bright bar. The bearing used are of "6201" & "6205" permanent lubricated sealed bearing of reputed make. The nut bolts used for assembly are made from S.S. material. The serciips used for assembly is of 25mm diameter. The Polyurethin plastic bush is used for handling. The foundation pipes are embedded in C.C. stock and painting is done by attractive color spraying after proper surface treatment, Shot blasting and initial coat of yellow primer surface is applied before top coat. The top coat is done using the best quality brand paint or duly powder coated.	2	each		
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East Delhi Municipal Corporation Engineering Department



11	CROSS TRAINER/ ELLIPTICAL EXERCISER	<p>Providing and fixing cross trainer made from "C" Class GI Pipe. The Center Pipe is of 80mm NB made from "C" Class GI Pipe, and the bottom support of M.S. Round plate of 250mm diameter & 10mm thickness is welded at bottom. The Handle Frame is made up of 25mm NB "C" Class MS Round Pipe. The Foundation used for fixing is consists of three equal items i.e. 100mm NB made from "C" Class MS Round Pipe, M.S. Round Plate of 250mm diameter & 10mm thickness, 25mm X 25mm M.S. Angle of 3mm thickness. To Join the Centre pipe & handle Frame Seamless Pipe of 50mm 00 & 3mm Thickness is used. For the movement, Bushes are used & for it 60mm 00 & 3mm thickness. The footrests is made from FRP/C.I./Aluminum casting material, its sizes are 130mm X 300mm & 5mm thickness. For support of Footrest of Cross trainer 130mm X 300mm with 5mm thickness M.S. Plate and 50mm X 50mm CRC Square pipe with 3mm thickness is used. Closing Caps made from top quality FRP material which is of 2mm thickness. The Pins used is made up of 25mm diameter hardened bright bar. 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 Foundation pipes are embedded in C.C. stock and painting is done by attractive color spraying after proper surface treatment, Shot blasting and initial coat of yellow primer surface is applied before top coat. The top coat is done using the best quality brand paint or duly powder coated.</p>	4	each		
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East Delhi Municipal Corporation Engineering Department



12	SKY WALKER/ DOUBLE CROSS WALKER	<p>Providing and fixing sky walker made from “C” class GI Pipe. The main frame pipe is Ø80mm made from “C” Class GI Pipe. The outer ring of sky walker is 032mm made from “C” Class GI Pipe. For connecting the handle frame to main pipe 060mm “C” Class GI Pipe is used. The bottom support of M.S. round plate of Ø250mm x 10mm thickness is welded at bottom. The leg movement frame is of 50 x 50mm x 2mm thick CRC square pipe. The handle frame is of Ø40mm made from “C” Class GI Pipe. The foundation used for fixing is 80 x 40mm x 3mm thickness C-Channel. The footrests is made from Aluminum casting material, its sizes are 130 X 310 X 5mm. Closing Caps made from top quality FRP material with 2mm thickness & Plastic cap are used. The pins used are made up of Ø25mm bright bar. The bearings used are “6205zz” & “6203zz” permanent lubricated sealed bearing of reputed make (SKF/FAG). High tensile steel with galvanized nut bolts are used for assembly. The serclips used for assembly are of Ø25 mm. The powder coat is done by Poly rethane & Epoxy powder with 60 to 70 micron thickness.</p>	10	each		
13	DOUBLE TWISTER	<p>Providing & fixing Double Twister with DIMENSIONS: - 1700 mm(Length) x 540mm(Width) x 1250mm(Height). SAFE AREA: - 3 Mtr x 1 Mtr. Double Twister equipment made from "C" Class G.I. pipe of different NB. NB stands for Nominal Bore Sizes i.e. Internal Diameter of pipe in millimetres. The Center Pipe is of 100mm NB made from "B" or "C" Class G.I. Round Pipe. The M.S. round plate of Ø250 mm & 10mm thickness is welded at bottom. The standing frame of the Double twister is of 32 NB made from "B" or "C" class G.I. pipe. The</p>	10	each		



East Delhi Municipal Corporation Engineering Department



	<p>handle frame of double twister is 25 NB. The foundation used for fixing is a structure and made from center pipe of G.I. of 80 NB "B" or "C" class, Welded with M.S. round plate of Ø250mm & 10mm thick. Main pipe supported with 25mm X 25mm M.S. angles of 3mm thickness and 20mm x 40mm CRC square pipes of 3mm thickness. The Twister plate fitted on the standing frame is made up of M.S'. Round Plate of size 300mm diameter and 10mm thickness. Closing caps made from top quality Fiber reinforced Plastic material which is of 2mm thick. The Pins used are made up of Ø25mm MS bright material. The bearings used are of "6205zz" permanent lubricated sealed bearing of reputed brand (FAG/SKF). High tensile steel with galvanized nuts & bolts are used for assembly. The powder coating done with Pure Polyester powder with 60 to 70 micron thickness.</p>				
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East Delhi Municipal Corporation Engineering Department



14	ROWER	<p>Providing and fixing rower made from "C" Class GI Pipe. The Main frame is of 80mm X 40mm & 40mm X 40mm CRC Pipe with 2mm thickness. The handle frame is of 25 NB made from "C" class GI Pipe. The Foundation used for Fixing consists of three equal items i.e. 40mm NB made from "C" Class GI Pipe, C- Channel of 75mm X 40mm X 5mm & 25mm X 25mm X 3mm M.S. angle. To join the movement frame to main frame seamless pipe of 50mm dia & 3mm thickness is used. The seats which are fitted on the main frame is made up of high quality FRP material of size 330mm X 330mm of thickness 3mm & M.S. plate of size 250mm X 200mm X 5mm is used to support it. Closing caps are made from top quality FRP material which is of 2mm thickness. The pins used are made up of 17mm diameter 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 bushes (Stopper) used to avoid the collusion made from Polyurethane Plastic material of 50mm dia. The serclips used for assembly is of 17mm dia. The foundation pipes are embedded in C.C. stock and painting is done by attractive color spraying after proper surface treatment, Shot blasting and initial coat of yellow primer surface is applied before top coat. The top coat is done using the best quality brand paint or duly powder coated.</p>	2	each		
15	SIGN BOARD	<p>Supply & Installation of M.S. Sign Board 6ft. x 4ft., 1.5mtr. x 1.83mtr. size with support of 4570mm manufacturing, supplying retro reflecting sign board made of 2mm thick aluminum sheet.</p>	15	each		



East Delhi Municipal Corporation Engineering Department



16	WEIGHT LIFTER	SAFE AREA:- 2 mtr.x2 mtr. Weight Life Equipment made from “C” Class G.I. Pipe of different NB stands for Nominal Bore sizes i.e. Internal Diameter of pipe in millimeters. The main frame of 100NB made from “C” Class G.I. Pipe. Supporting framed of weight lifting rod is 25NB made from “C” Class G.I. Pipe. The foundation used for fixing is 25mmx25mmx3mm thickness L-Angle Closing Caps made from top quality Fiber reinforced Plastic material with 2mm thickness. The powder coating is done with Pure Polyester powder with 60 to 70 micron thick.	1	each		
17	Rubber Flooring	Providing and fixing rubber tile flooring 25mm thick made of SBR (Styrene-Butadiene Rubber) with interlocking arrangements and adhesive all complete colour and size as approved by Engineer -in- charge	395	Sqm		
		Part B				
1	2.30.1	Excavating holes more than 0.10 cum & upto 0.5 cum including getting out the excavated soil, then returning the soil as required in layers not exceeding 20 cm in depth, including consolidating each deposited layer by ramming, watering etc, disposing of surplus excavated soil; as directed within a lead of 50 m and lift upto 1.5 m.All kinds of soil.	292	each		
2	4.1.8	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size).	18	cum		
3	4.1.10	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size)	16.13	cum		



East Delhi Municipal Corporation Engineering Department



4	4.1.2	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:1½:3 (1 Cement: 1½ coarse sand: 3 graded stone aggregate 20 mm nominal size).	26.15	cum		
5	11.3.1	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement including cement slurry, but excluding the cost of nosing of steps etc. complete. 40mm thick with 20mm nominal size stone aggregate.	180	sqm		

And to ensure for all above requirements Bidder have to upload test reports of raw material along with drawings & Catalogue otherwise the RFP/ T.D. liable to be rejected.

**Ex. Engineer (Pr.)-I/Sh-S
East Delhi Municipal Corporation**



East Delhi Municipal Corporation Engineering Department



SECTION-6: SUBMISSION OF RFP

6. SUBMISSION OF RFP

6.1 SEALING AND MARKING OF RFP

6.1.1 The RFP 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.

6.1.2 The technical bid and the financial bid should be sealed by the bidder in separate covers duly super-scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed. First sealed envelope (part-I) should contain earnest money, technical specification, brochure literature etc. It should be super scribed RFP No, Technical bid & EMD. All parts of RFP documents and annexure except financial bid duly signed should be submitted in the first envelope. Requisite earnest money in the form of Bank Draft/ Pay order/ Banker Cheque should be attached.

6.1.3 The Bidder should submit price bid duly signed on the original Financial Bid attached with this RFP document. Second sealed envelope (part-II) should contain financial bid only. It should be super scribed with RFP No:..... dt. "Technical bid" and "Financial bid". Anything in regard of financial condition, payment terms, rebate etc. mentioned in Financial bid may make the RFP invalid. Therefore, it is in the interest of the Bidder not to write anything extra in part-II except price.

6.1.4 The Correspondence envelope/s shall be addressed to the Executive Engineer (Project)-I/SH-S, E-1/12, Krishna Nagar, Delhi-110051.

6.2 SPIRAL BINDING OF TECHNICAL BIDS The bidder must submit the Technical bids duly spiral binded of all the documents being submitted. The bid pages should be clearly serial numbered.

6.3 DEADLINE FOR SUBMISSION OF BIDS Bids must be submitted at the date and time specified in the documents.

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



SECTION-7: EVALUATION CRITERIA

7. EVALUATION CRITERIA To be eligible for evaluation of its Proposal the Bidder should be fulfilling the following eligibility criteria and must also submit documentary evidence in support of fulfillment of these criteria while submitting the Technical bid. Bids without documentary evidence will not be considered for further evaluation.

7.1 MANDATORY

7.1.1 Only Indian manufacturers and its dealers/distributors of OPEN GYM (Green Gym/ Garden Gym/Out Door Gym) EQUIPMENTS. The Bidder shall submit Valid Registration Certificate of manufacturing unit/plant License with production capacity located in India for manufacturing of gym equipments.

7.1.2 The Tenderer/Bidder should have adequate post installation localized service facilities/ centers in Delhi. In the case of being a new firm, the Tenderer/Bidder will have to submit a written commitment to establish adequate localized service facilities/centers in Delhi.

7.2. THE FOLLOWING CRITERIA BUT NOT RESTRICTED THERETO, WILL BE USED TO EVALUATE PROPOSALS:

**7.2.1 FINANCIAL CAPABILITY MAXIMUM 20 MARKS
(Annual Turnover)**

- (i) 60% Marks for Annual Turnover of Rs.300.00 Lacs being minimum eligibility criteria.
- (ii) 100% Marks for twice the minimum eligibility criteria as in (i) above.

7.2.2. EXPERIENCE MAXIMUM 20 MARKS

- (i) 60% marks for minimum eligibility criteria
- (ii) 100% marks for twice the minimum eligibility Criteria or more on pro-rate-basis.

7.2.3 QUALITY

7.2.3.1 STRENGTH/LOAD BEARING CAPACITY MAXIMUM 20 MARKS

- (i) Testing Certificate Report (in the name of manufacturer firm) of Load bearing/Strength of metal pipes used from any Government or Government designated/ authorized Labs. **10 Marks**

- (ii) Test Certificate/Report (in the name of manufacturer firm) of Bearing used from any Government or Government Designated/ authorized Labs **10**

Marks



East Delhi Municipal Corporation Engineering Department



7.2.3.2 SAFETY STANDARDS

- (i) I.S.O. Certification
- (ii) EN16630 Certification

MAXIMUM 20 MARKS

10 Marks

10 Marks

7.2.3.3 USE OF NON HAZARDOUS MATERIAL

- (i) Certificate in respect of use of non-hazardous/safe Paints/Power coating in metals used (in the name of Manufacturer firm) from any Government or Government Designated/authorized Labs

MAXIMUM 5MARKS

5Marks

7.2.4 PLANT & MACHINERY

- (i) Powder Coating Plant
- (ii) Pipe Bending Machine
- (iii) Welding Machine
- (iv) Automatic Cutting Machine
- (v) Fixtures for Fabrication

MAXIMUM 10 MARKS

2 Marks

2 Marks

2 Marks

2 Marks

2 Marks

7.2.5 PERSONNEL AND ESTABLISHMENT

- (i) Graduate Engineer
- (ii) Diploma holder Engineer
- (iii) Supervisor/Forman

MAXIMUM 5 MARKS

1 Mark for each Max. 2 Marks

1Mark for each Max.2Marks

0.50 Mark for each Max. 1 Mark.

TOTAL

100 MARKS

**Ex. Engineer (Pr.)-I/Sh-S
East Delhi Municipal Corporation**



East Delhi Municipal Corporation Engineering Department



NOTES:

1. TURNOVER The bidder should also mention the 50% Annual Average Turn-over of his firm during last three years. The bidder should submit the audited balance sheet and P&L account duly certified by the Chartered Accountant or last three consecutive financial year.

2. MINIMUM EXPERIENCE FOR ELIGIBILITY

The bidder should have satisfactorily completed three works of similar nature each costing not less than **Rs. 25.00 lakh** or two works each costing not less than **Rs. 37.00 lakh** or one work costing not less than **Rs. 49.00 lakh** during the last seven years ending last day of the month of April 2017. The work shall be considered as completed when completion certificate from concerned agency is submitted along with the work order. The experience of these works for which, only either work orders or only completion certificate are submitted will not be considered. The value of executed works shall be brought to current costing level by enhancing the actual value of work with simple interest @ 7% per annum, calculated from the date of completion upto last date of receipt of applications for tenders.

COMPLETED SIMILAR WORK/S MEANS THE WORK OF SUPPLY/INSTALLATION OF OUTDOOR GYM/OPEN GYM/CHILDREN PLAY EQUIPMENT. THE EXPERIENCE/PERFORMANCE OF WORKS EXECUTED IN FAVOUR OF THE BIDDING FIRM BE SUBMITTED IN THE PRESCRIBED FORMAT (ANNEXURE SECTION 11.2.2) AND MUST ALSO BE ISSUED FROM THE WORK ORDER ISSUING AUTHORITY ON THE OFFICIAL STATIONERY/LETTER HEAD OF THE DEPARTMENT/COMPANY/ AGENCY, FOR WHICH THE WORK HAS BEEN EXECUTED.

3. Evaluation of Proposals will be done by an Evaluation Committee formed by the EAST DMC. 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

4. To become eligible for short listing, the bidder must secure at least fifty percent marks in each and sixty percent marks in aggregate.

5. If asked by the EAST DMC, the Bidder 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 13.29 & 13.30 in General Conditions & Information of Contract of this RFP.

6. The award will be made on the basis of **L-1 (In Aggregate)** i.e. the lowest price bid quoted by the technically qualified bidder.

7. Detail of Plant & Machinery and Personnel & Establishment be submitted with supporting documents.

**Ex. Engineer (Pr.)-I/Sh-S
East Delhi Municipal Corporation**



East Delhi Municipal Corporation Engineering Department



SECTION-8: RFP OPENING AND EVALUATION

8. RFP OPENING AND EVALUATION

8.1 OPENING OF RFP. The procedure of opening of the RFP shall be as under:

8.1.1 First envelop (part-I) bearing RFP specification, number and subscribed **“Technical bid & “EMD** shall be opened at the time and date mentioned in the notice by the Committee, constituted by EAST DMC, in the presence of bidders/tenders, who choose to be present.

8.1.2 Second envelope (Part-II) containing financial bid shall be opened after establishing technical suitability of the offer as per schedule provided in the RFP notice/ details. Second envelope of only those Bidders shall be opened whose first envelope (part-I) shall be found commercially clear and technically suitable.

8.1.3 The date of opening of financial bid shall be notified after evaluation of technical bids, intimation to 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 tender and competent enough to take decision on technical and financial matter at the time of opening of second envelope.

8.2 CLARIFICATION OF RFP. To assist in the examination, evaluation and comparison of bids the EAST DMC may at its discretion ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

**Ex. Engineer (Pr.)-I/Sh-S
East Delhi Municipal Corporation**



East Delhi Municipal Corporation Engineering Department



SECTION-9:DECLARATIONBY THETENDERER/BIDDER

9.DECLARATIONBY THE TENDERER/BIDDER

I/We _____ (hereinafter referred to as the Bidder) being desirous of tendering for the work of **“Providing / Fixing of open air gym equipments in Shahdara South Zone. SH: 1 Providing and fixing open air gym apparatus in 6 nos. parks A Block, B Block, C Block park no. 2 in Vivek Vihar & A Block Govind Khand Jhilmil Colony. SH: 2 P/F Open air gym equipment in Central park block 8 Janta Flat Mayur Vihar Phase-III Park Gharoli Dairy Colony in ward no. 216 Shah. South Zone. SH: 3 P/F of open air gym equipments in Mini Stadium Rajgarh Colony ward no. 236 Shahadara South Zone. SH: 4 P/F of open Air Gym equipments in park in Block H & G New Seelampur in ward no. 236 Shahdara South Zone”** as per the above mentioned RFP and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the RFP document, do hereby undertake and declare that:

1. The Bidder is fully aware of all the requirements of the RFP document and agrees with all provisions of the RFP document.
2. The Bidder is capable of executing and 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 EAST DMC 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 EAST DMC or any of its employees, but only by the RFP 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 EAST DMC.
8. The information and the statements submitted with RFP 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 EAST DMC or any other Organization / Ministry / Department of the Govt. of India/State Government / Public Sector Undertakings from participation in tenders/contract/business.
11. This offer shall remain valid for acceptance for 6 (Six) months from the date of opening of the financial bid.
12. The Bidder has attached herewith the earnest money as required in the RFP document.
13. The Bidder accepts that the earnest money be absolutely forfeited by EAST DMC 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. if required.
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.



East Delhi Municipal Corporation Engineering Department



16. If the is submitted through Power of Attorney ,the Bidder shall submit 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 EAST DMC may reject the bid without any notice and the bidder will have no objection to it.

(Signature of Bidder) with seal



East Delhi Municipal Corporation Engineering Department



SECTION-10: CHECK LIST WITH R.F.P

10. CHECK LIST OF ANNEXURES WITH RFP.

S No	Particulars	Yes /No	Page Nos
1	Details of RFP document fee (bank draft no. and date)		
2	Details of Earnest money (bank draft No. and date)		
3	Indian manufacturers and its dealers/ distributors Registration Certificate.		
4	Registration Certificate of manufacturing unit/plant License with production capacity located in India		
5	Quality & Test Certificates Required as per criteria to evaluation of Bid.		
6	The Bidder should have adequate post installation services facilities in Delhi. The details of which should be enclosed. (In case new firm written commitment)		
7	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 duly certified by Chartered Accountant of last three financial years.		
8	Turnover (last financial year) duly verified by a registered Chartered Accountant 2013-14, 2014-15 & 2015-16.		
9	Valid CST/VAT registration certificate. A copy of which should be enclosed also certified copy of CA for complying the relevant provisions of EPF and MP Act,1952		
10	Solvency Certificate		
11	Power of Attorney/Authorization letter of the Bidder, for the person representing his firm, that he is authorized to deal and with specific mention of this tender.		
12	Experience -Relevant project(s) Completed (number of pages /copies attached)		
13	Drawing and specification along-with catalogue		
14	Declaration/Undertaking stating that the company is / has not been banned/debarred/black listed by any Organization / Ministry / Department of the Govt. of India/State Government / Public Sector Undertakings from participation in tenders/ contract/ business		
15	Purchased/Downloaded RFP tender document attached or not		
16	STRENGTH/LOAD BEARING CAPACITY Certificate of Load bearing/Strength of metal pipes used		
17	STRENGTH/LOAD BEARING CAPACITY Certificate of F.R.P./Rotomould etc.		
18	SAFETY STANDARDS I.S.O. Certification		
19	SAFETY STANDARDS EN16630 Certification		
20	SAFETY STANDARDS: Any other International Accreditation		



East Delhi Municipal Corporation Engineering Department



	Certificate for safety.		
21	USE OF NON HAZARDOUS MATERIAL: Certificate in respect of use of non-hazardous/safe paints/Power coating in metals		
22	USE OF NON HAZARDOUS MATERIAL: Certificate in respect of non hazardous/safe Powder coating in F.R.P./ Rotomould etc		
23	Signed and Stamped on each page of the tender document.		
24	Any other information related to this project.		

Please flag the annexure and write page number in the box.

(Signature of Bidder) With Seal



East Delhi Municipal Corporation Engineering Department



11. APPLICATION FORMAT & ANNEXURE PROFORMAS

11.1 APPLICATION FORMAT FOR SUBMISSION OF BID

FROM:

(Full name and address of the Bidder)
M/S.....
.....
.....

To

**The Superintending Engineer (Pr) Sh-S Zone
E-1/12, Krishna Nagar, Delhi-110051**

Subject: Offer in response to Request for Proposal for “Providing / Fixing of open air gym equipments in Shahdara South Zone. SH: 1 Providing and fixing open air gym apparatus in 6 nos. parks A Block, B Block, C Block park no. 2 in Vivek Vihar & A Block Govind Khand Jhilmil Colony. SH: 2 P/F Open air gym equipment in Central park block 8 Janta Flat Mayur Vihar Phase-III Park Gharoli Dairy Colony in ward no. 216 Shah. South Zone. SH: 3 P/F of open air gym equipments in Mini Stadium Rajgarh Colony ward no. 236 Shahadara South Zone. SH: 4 P/F of open Air Gym equipments in park in Block H & G New Seelampur in ward no. 236 Shahdara South Zone”

Sir,

We hereby submit our offer in full compliance with terms & conditions of the attached RFP. 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.

The Technical bids are being submitted have been spiral binding of all the documents.

The bid contains _____ pages.

(Signature of Bidder) With Seal



East Delhi Municipal Corporation Engineering Department



11.2 ANNEXURE PROFORMAS

11.2.1 FORMAT OF HANDING OVER CERTIFICATE FOR EQUIPMENT

(To be submitted in quadruplicate)

Certified that the Open Gym (Green Gym/Garden Gym) Equipments have been installed and tested successfully at (location details – full address of site) and has been handed over on date _____ with the following assets.

SN	Specification/ Detail items	Quantity (nos.)	Check List (description)

(A) Installation Report:

1. Verified that civil work carried out as per recommendation. Yes/No
2. Verified that all equipments are installed in right area and correctly oriented. Yes/No
3. Verified that the Open Gym (Green Gym/Garden Gym) equipment has been checked at full load Yes/No
4. Verified that Open Air Gym equipment are installed properly and are tight and secure and have not received damage during transportation. Yes/No
5. Verified that training for operation & minimum maintenance of the Equipments has been provided to end user. Yes/No
6. Verified that user manual has been provided to end user. Yes/No

(B) M/s has installed and handed over the Open Gym (Green Gym/Garden Gym) equipment. The usage and the minimum maintenance for the Equipments have been explained to end user and EAST DMC Officials at site.

(C)Users Remarks, if any:

Handed Over by: Taken Over by User:

For M/s. _____

Authorized Signatory) Signature

Name: Full Name & Designation

Seal :(Counter signed by S.O., Hort. Ward no.)

Signature with Name & Seal

Copy to:

1. Copy to User
2. Copy to Director (Horticulture)/ EAST DMC
3. Copy to EE (Pr)-I Shah. South
4. Copy to Contractor



East Delhi Municipal Corporation Engineering Department



11.2.2 EXPERIENCE CERTIFICATE PROFORMA

Details of project completed in respect of providing and fixing of Open Gym (Green Gym/ Garden Gym/ Out Door Gym) Equipment OR Children Play 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/s:
2. Name & location of the work:
(Please also enclosed copy of work order)
3. Total contractual amount:
4. Total cost of work completed
5. Date of Award:
6. Date of Completion of Work
7. Name of the firm which executed the work
with detail of involvement in work as an
individual or as a company or as partner.
8. 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 OF OUTDOOR GYM/OPEN GYM/CHILDREN PLAY EQUIPMENT. THE ABOVE EXPERIENCE/PERFORMANCE OF WORKS EXECUTED IN FAVOUR OF THE BIDDING FIRM BE SUBMITTED IN THE PRESCRIBED FORMAT AND MUST ALSO BE ISSUED FROM THE WORK ORDER ISSUING AUTHORITY ON THE OFFICIAL STATIONERY/LETTER HEAD OF THE DEPARTMENT/ COMPANY/ AGENCY, FOR WHICH THE WORK HAS BEEN EXECUTED.



East Delhi Municipal Corporation Engineering Department



11.2.3 FORMAT FOR TURNOVER & FINANCIAL CAPABILITY OF BIDDER DULY CERTIFIED BY REGISTERED CHARTERED ACCOUNTANT

Particulars/ Accounting Year	Year 2014-15	Year 2015-16	Year 2016-17

Note:

1. Authorized 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. Total Turnover (Year-wise)
7. Debt mobilized during the year



East Delhi Municipal Corporation Engineering Department



11.2.4 FORMAT FOR SOLVENCY CERTIFICATE

(TO BE ISSUED FROM NATIONALISED/SCHEDULED BANK)

(On Banks Letter Head) No..... Date:

To The Executive Engineer (Pr)-I Sh-S Zone

Or To Whom It May Concern

.....,

.....

A/c to (Bidder Firm Name)

SOLVENCY CERTIFICATE

We the _____ **(Bank Name)** do hereby certify that _____ **(Name of the Bidder Firm and address)** having their office at _____ **(Office Address)** is solvent to the extent of Rs. _____ (Rupees _____) as disclosed by the information and records which are available with the aforesaid bank.

For (Bank Name)

Sign & Stamp of Bank Manager



East Delhi Municipal Corporation Engineering Department



11.2.5 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 EAST DMC, representing us in all matters before EAST DMC, and generally dealing with EAST DMC 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)



East Delhi Municipal Corporation Engineering Department



11.2.6 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 “Executive Engineer (Project)-I/Sh-S Zone, EAST DMC” payable at New Delhi. And shall be addressed to: E-1/12, Krishna Nagar, Delhi-110051

The Executive Engineer (Pr)-I
Shahdara South Zone
E-1/12, Krishna Nagar,
Delhi-110051

Bank Guarantee No:

Date.....

Amount of Guarantee:

Guarantee Period: From to..... (Minimum 9
(nine) Months) Guarantee Expiry Date:

Last date of Lodgment:

WHEREAS M/s(hereinafter called the bidder) has submitted its bid dated for providing “Providing and fixing of open gym equipments vide tender /RFP number..... date..... that we..... of having our registered office at (hereinafter called the Bank) are bound unto. The owner of the sum of Rs.(Rs.....only) for which payment will and truly to be made of the owner, the Bank bind itself, is successors and assigns by these present. The condition 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 or
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 instruction to bidders.

OR



East Delhi Municipal Corporation Engineering Department



- (c) Fails or refuses to perform duties fully or partially to the satisfaction of East DMC. We undertake to pay the Owner up to the above amount upon receipts 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 its due to owing occurrence of any one or both the condition, specifying occurred condition and conditions. This guarantee will remain in force as specified in RFP for a period of nine (9) month or bid validity and any demand in respect thereof should reach the bank not later than the specified date/ dates. Name & Signature of witness Signature of the Bank Authority Address of witness Name Signed in capacity of Full address of Branch Tel. No. and Fax No. of branch

11.2.7 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 "Executive Engineer (Project)-I/Sh-S Zone, EAST DMC" payable at New Delhi and shall be addressed to:

Executive Engineer (Pr-I) Sh-S Zone East Delhi Municipal Corporation

Bank Guarantee No:

Amount of Guarantee:

Guarantee Period: From to (30 Months)

Guarantee Expiry Date :

Last date of Lodgement:

WHEREAS East Delhi Municipal Corporation, Executive Engineer (Pr-I) Sh-S Zone (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 acceptance (LoA)] ("Contract") with [insert name 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 **Providing / Fixing of open air gym equipments in Shahdara South Zone. SH: 1 Providing and fixing open air gym apparatus in 6 nos. parks A Block, B Block, C Block park no. 2 in Vivek Vihar & A Block Govind Khand Jhilmil Colony. SH: 2 P/F Open air gym equipment in Central park block 8 Janta Flat Mayur Vihar Phase-III Park Gharoli Dairy Colony in ward no. 216 Shah. South Zone. SH: 3 P/F of open air gym equipments in Mini Stadium Rajgarh Colony ward no. 236 Shahadara South Zone. SH: 4 P/F of open Air**



East Delhi Municipal Corporation Engineering Department



Gym equipments in park in Block H & G New Seelampur in ward no. 236 Shahdara South Zone" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents]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 from the date hereof up to the expiry of the Contract Period including any extension thereof. 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:-

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount 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



East Delhi Municipal Corporation Engineering Department



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 affected.

(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 Warranty Period under the Contract.

(ix) Unless a Demand under this bank guarantee is filed against the Bank within twelve (12) months from the date of expiry 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.

(x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or 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 fulfill 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.



East Delhi Municipal Corporation Engineering Department



Date:

Bank Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank



East Delhi Municipal Corporation Engineering Department



11.2.8 AGREEMENT PROFORMA

CONTRACT AGREEMENT NO..... DATED

THIS AGREEMENT is made on between **East Delhi Municipal Corporation** (hereinafter referred to as “EAST DMC” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place “office of **Executive Engineer (Pr-I) Shahdara South Zone**”.

AND

M/s.....having its registered office at.....(Hereinafter referred to as “the 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 providing manpower services to EAST DMC.

NOW THIS AGREEMENT WITNESSTH as follows:

I. WHEREAS the EAST DMC invited bids through open tender, vide Notice Inviting Tender datedfor “**Providing / Fixing of open air gym equipments in Shahdara South Zone. SH: 1 Providing and fixing open air gym apparatus in 6 nos. parks A Block, B Block, C Block park no. 2 in Vivek Vihar & A Block Govind Khand Jhilmil Colony. SH: 2 P/F Open air gym equipment in Central park block 8 Janta Flat Mayur Vihar Phase-III Park Gharoli Dairy Colony in ward no. 216 Shah. South Zone. SH: 3 P/F of open air gym equipments in Mini Stadium Rajgarh Colony ward no. 236 Shahadara South Zone. SH: 4 P/F of open Air Gym equipments in park in Block H & G New Seelampur in ward no. 236 Shahdara South Zone**” vide Tender/ R.F.P. No.

II. AND WHEREAS the Contractor submitted his bid 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 provide the requisite services to the EAST DMC

III. AND WHEREAS the EAST DMC has selected **M/s.....**as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Award (LoA) No.**, to the Contractor on for a total sum of [Rupees Only].



East Delhi Municipal Corporation Engineering Department



IV. AND WHEREAS the EAST DMC desires that the work of “**Providing / Fixing of open air gym equipments in Shahdara South Zone. SH: 1 Providing and fixing open air gym apparatus in 6 nos. parks A Block, B Block, C Block park no. 2 in Vivek Vihar & A Block Govind Khand Jhilmil Colony. SH: 2 P/F Open air gym equipment in Central park block 8 Janta Flat Mayur Vihar Phase-III Park Gharoli Dairy Colony in ward no. 216 Shah. South Zone. SH: 3 P/F of open air gym equipments in Mini Stadium Rajgarh Colony ward no. 236 Shahadara South Zone. SH: 4 P/F of open Air Gym equipments in park in Block H & G New Seelampur in ward no. 236 Shahdara South Zone**” be performed, executed and completed by the Contractor.

V. AND WHEREAS the Contractor acknowledges that the EAST DMC shall enter into contracts with other contractors / parties for **Providing / Fixing of open air gym equipments in Shahdara South Zone. SH: 1 Providing and fixing open air gym apparatus in 6 nos. parks A Block, B Block, C Block park no. 2 in Vivek Vihar & A Block Govind Khand Jhilmil Colony. SH: 2 P/F Open air gym equipment in Central park block 8 Janta Flat Mayur Vihar Phase-III Park Gharoli Dairy Colony in ward no. 216 Shah. South Zone. SH: 3 P/F of open air gym equipments in Mini Stadium Rajgarh Colony ward no. 236 Shahadara South Zone. SH: 4 P/F of open Air Gym equipments in park in Block H & G New Seelampur in ward no. 236 Shahdara South Zone** in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. AND WHEREAS the terms and conditions of this Contract have been fully agreed between the EAST DMC and the Contractor as parties of competent capacity and equal standing.

VII AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for execution of the work of “Providing and fixing of open Gym equipment in various parks of EAST DMC”, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the EAST DMC.

VIII AND WHEREAS the EAST DMC 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 Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Intent (LOI) issued by the EAST DMC.
 - (b) Letter of Award (LOA) issued by the EAST DMC
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Addenda, if any, issued by the EAST DMC.



East Delhi Municipal Corporation Engineering Department



- (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
- (f) Charges – Schedule annexed to this Article of Agreement
- (g) 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.

IX. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor Signed on Behalf of



East Delhi Municipal Corporation Engineering Department



EAST DELHI MUNICIPAL CORPORATION **(Authorized Signatory) (Authorized Signatory)**

12 AWARD OF CONTRACT

12.1 EAST DMC reserves the right of negotiation with eligible bidders before the finalization of the tender.

12.2 The EAST DMC reserves the right at the time of award of contract to increase or decrease the quantity of goods and locations of supply without any change in price or other terms and conditions.

12.3 EAST DMC RESERVES THE RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS. EAST DMC reserves the right to reject any or all the tenders or accept any in total or in parts or work may be divided among various Bidders without assigning any reason thereof.

12.4 NOTIFICATION OF AWARD Prior to the expiration of the period of validity the EAST DMC will notify the Bidders by registered letter or e-mail (to be confirmed in writing by letter), that the bid has been accepted.

12.5 EXECUTION PERIOD The Agency / Firm, will be finalized for award of work and the work shall have to be completed within two months from the date of award of work as per the instructions of Work-in-charge. The date of start shall be reckoned from the 10th day of award of work.

12.6 CONTRACT Before execution of the work, a contract agreement for execution of the work shall be signed with the Bidder. Bidder has to sign the agreement within the **10 days** of communication of acceptance of the offer by EAST DMC; otherwise earnest money of the Bidder deposited with the tender shall be forfeited. The expenses of stamp duty, with respect to the agreement 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.

Ex. Engineer (Pr.)-I/Sh-S
East Delhi Municipal Corporation



East Delhi Municipal Corporation Engineering Department



13 GENERAL CONDITIONS OF CONTRACT

13.1 EAST DMC shall mean East Delhi Municipal Corporation or his representative of East Delhi Municipal Corporation with office at **The Executive Engineer (Pr-I) Sh-S Zone** and shall also include its successors in interest and assignees. The contractor shall mean the person whose tender has been accepted by EAST DMC and shall include his legal representatives, successors in interest and assignees.

13.2 The work shall be completed within two months from the date of award of work as per the instructions of Work-in-charge. The date of start shall be reckoned from the 10th day of award of work. However EAST DMC 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 execute the said work within stipulated time, EAST DMC will be at liberty to get the work executed from the open market without calling any tender and without any notice to the contractor, at the risk and cost of the contractor. Any additional cost incurred on this account by EAST DMC shall be recovered from the contractor. If the cost of executing the work as aforesaid shall exceed the balance due to the contractor, and the contractor fails to make good the additional cost, EAST DMC may recover it from the contractor's pending claims against any work in EAST DMC or in any lawful manner.

13.3 That on the request of the contractor and also in the interest of the organization the EAST DMC is authorized 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.

13.4 It will be the sole responsibility of the contractor, to execute the work as per time schedule, and to ensure quality parameters, specifications and other requirements provided in the RFP document and as per agreement.

13.5 The agreement shall be deemed to be extended till the date of completion of last supply order subject to the completion period as provided in the clause 14.2.

13.6 In the interest of the work and the programme, agreement executed between the Bidder and the EAST DMC may be extended to a mutually agreed period, if the need so arises.

13.7 It shall be sole responsibility of the contractor to get verified the quality & quantity of the supplied material at the site of delivery.



East Delhi Municipal Corporation Engineering Department



13.8 LIQUIDATED DAMAGES

13.8.1 If the contractor fails to perform the services within the time periods specified in the contract, the EAST DMC shall without prejudice to its other remedies under the contract deduct from the contract price as liquidated damage, a sum equivalent to 1% of amount of the Contractual value for each week of delay until actual performance up to a maximum deduction of 10% of the delayed period. If the contractor fails to supply & Install 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 EAST DMC may consider termination of the contract / blacklisting/ banning of the contractor.

13.8.2 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, in whose premises the work has to be done. EAST DMC shall have no liability in this regard.

13.9 FORCE MAJEURE

13.9.1 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 EAST DMC in writing within a week from the date situation so arises.

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

13.9.3 The contract shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party.

13.9.4 EAST DMC shall have at all reasonable time access to the work being carried out by the contractor under this contract. All the work shall be carried out by the contractor to the satisfaction of EAST DMC.



East Delhi Municipal Corporation Engineering Department



13.9.5 Liability for Damage, Defects or Imperfections and Rectification thereof:

If the Contractor/Supplier or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor/Supplier shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Officer- in-charge or his Representative at any time prior to the expiration of Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any material, article or equipment provided by the Contractor/Supplier are of sub - standard quality, shall, upon receipt of a notice in writing in that behalf from the Officer- in-charge, forthwith rectify or remove and replace the same so specified in whole or in part, as the case may require or as the case may be, and / or remove the materials or articles at his own expense, notwithstanding that same may have been inadvertently passed, certified and paid for and in the event of his notice aforesaid, the Officer- in-charge may rectify or remove and replace the work and / or remove and replace with others the materials or articles or equipment complained of, as the case may be, by other means at the risk and expense of the Contractor/Supplier. In case the Contractor/Supplier fails to comply with the requirements of this condition, the Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor/Supplier. Before taking such action, however, the Engineer-in -Charge shall give three days' notice in writing to the Contractor.

13.9.6 EAST DMC may at any time by notice in writing to the contractor either stop the work altogether or reduce or cut it down. If the work is stopped all together, the contractor will only be paid for work done and expenses distinctly incurred by him as on preparation or the execution of the work up to the date on which such notice is served upon him. Such expenses shall be assessed by EAST DMC, 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.

13.10 INSPECTION AND TESTS

13.10.1 The inspection procedures and tests as are required by the EAST DMC shall be got done in the presence of EAST DMC"s representative if so desired by EAST DMC.

13.10.2 The EAST DMC or its representative shall have the right to inspect and / or to test the goods to confirm their conformity to the contract. The



East Delhi Municipal Corporation Engineering Department



special conditions of contract and / or the Technical specifications shall specify what inspections and test the EAST DMC required

13.10.3 Third Party Quality Control Audit check in respect of items required will be got done at the time of supply before fixing, by getting the samples tested in any Government or Government designated/ authorized Lab/s. The testing charges on this account will be borne by the contractor.

13.10.4 Inspection at works.

13.10.4.1 The EAST DMC & its duly authorized representative shall have at all reasonable times access to the Bidder premises or works and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture.

13.10.4.2 The inspection by EAST DMC and issue of dispatch instruction thereon shall in no way limit the liabilities and responsibilities of the Bidder in respect of the agreed quality assurance programme forming a part of the contract. Nothing in clause 10 shall in any way release the Bidder from any guarantee or other obligations under this contract.

13.11 WARRANTY

13.11.1 The Bidder shall ensure on-site warranty of the Equipments Installed 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.

13.11.2 Performance of Equipment: In addition to the warranty as already provided, the Bidder shall guarantee satisfactory performance of the equipment and shall be responsible after the equipment has been accepted by the EAST DMC 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 EAST DMC.

13.11.3 Security Deposit:

13.11.3.1 Total security deposit shall be 10% of the accepted tender amount and shall be deducted from the payment to be made to the Contractor/Supplier. Earnest Money deposited shall be adjusted in the security deposit.

13.11.3.2 Refund of Security deposit: Security deposit shall be refunded to the Contractor/Supplier after defect liability period of 24 months.



East Delhi Municipal Corporation Engineering Department



13.11.3.3 No interest shall be payable to the Contractor/Supplier on the Security Deposit furnished/ recovered from the Contractor/Supplier, by the East DMC.

The contractor shall rectify defects developed in the Equipment within Warranty period promptly. In case the defects are not rectified within 10 days of the receipt of the complaint by the contractor EAST DMC shall have full liberty to restore the Equipment in working condition. The expenditure so incurred by EAST DMC shall be deducted from the contractor pending claims, security deposit or in other law full manner.

13.11.4 If the end user/EAST DMC so desires the maintenance of the Equipment after expiry of two years of warranty period, the contractor shall take up annual maintenance of the installed Equipment at reasonable rates.

13.11.5 The contractor shall maintain the Equipment for two years (mandatory) under this contract with the EAST DMC/end user, and no extra payment will be made to the contractor on this account.

13.12 Notice statement and other communication sent by EAST DMC through registered post or Text Message or fax or Email to the contractor at his specified addresses shall be deemed to have been delivered to the contractor.

13.13 Any work which is not covered under this contract but if it is essentially required for the completion of job (to the satisfaction of EAST DMC) shall be carried out by the contractor as extra item for which payment shall be made separately at the rates decided by EAST DMC.

13.14 The work shall be carried out by the contractor as per design and drawings approved by EAST DMC, wherever, necessary, the contractor shall submit relevant designs and drawings for approval in EAST DMC, well in advance. Work carried out without EAST DMCs approval shall not be accepted and the EAST DMC shall have right to get it removed and to recover the cost so incurred from the contractor.

13.15 The contractor shall provide one copy of instruction manual and routine maintenance manual with each of the Equipment supplied or installed, this shall be both in Hindi and English. **The following minimum details must be provided with manual:**

- Do's and Don'ts
- Clear instructions on regular maintenance and trouble shooting of the Equipment
- Name & address of the contact person in case of non-functioning of the Equipment.
- Firm shall provide log card with the Equipment for proper record and quick maintenance of installed Equipment during warrantee.



East Delhi Municipal Corporation Engineering Department



13.16 The contractor shall not display the photographs of the work and not take advantage through publicity of the work without written permission of EAST DMC.

13.17 PATENT RIGHT AND ROYALTIES. The Contractor shall indemnify the EAST DMC 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.

13.18 PACKING FORWARDING

13.18.1 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 installation. Contractor shall be held responsible for all damage due to improper packing.

13.18.2 The contractor shall inform the EAST DMC of the date of each shipment from his works, and the expected date of arrival at the site for the information of the EAST DMC office at least 7 days in advance.

13.19 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.

13.20 INSURANCE 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.

13.21 TRANSPORTATION The Bidder is required under the contract to deliver the goods at the site. (The storage / handling etc shall be sole responsibility of the contractor till the installation and handing over of the Equipment).

13.22 TERMINATION FOR INSOLVENCY EAST DMC 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 EAST DMC.

13.23 TERMINATION FOR CONVENIENCE The EAST DMC, 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 EAST DMC.



East Delhi Municipal Corporation Engineering Department



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

13.25 Liquidated Damages for Delay

Time is essence of the contract. In case the CONTRACTOR fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages @ 1% (one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 10% (ten percent only) of the value of the contract. The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor/Supplier under this or any other contract with the Corporation.

13.26 Foreclosure of Contract in Full or in Part due to Abandonment or Reduction in Scope of Work:

If at any time after acceptance of the tender the Corporation shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out the Engineer- in-Charge shall give notice in writing to that effect to the Contractor/Supplier and Contractor/Supplier shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

13.27 Cancellation of Contract in Full or in Part:

If the Contractor/Supplier/Supplier:

a. At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from the Engineer-in-Charge;

or

b. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Officer- in-Charge;

or

c. Fails to complete the works or items of work on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer- in-Charge; or

d. Violates any of the terms and conditions stipulated in this agreement



East Delhi Municipal Corporation Engineering Department



e. Being a company, passes a resolution or the Court makes an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders is appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

13.28. Liability for Damage, Defects or Imperfections and Rectification thereof:

If the Contractor/Supplier or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor/Supplier shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Officer- in-charge or his Representative at any time prior to the expiration of Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any material, article or equipment provided by the Contractor/Supplier are of sub - standard quality, shall, upon receipt of a notice in writing in that behalf from the Officer- in-charge, forthwith rectify or remove and replace the same so specified in whole or in part, as the case may require or as the case may be, and / or remove the materials or articles at his own expense, notwithstanding that same may have been inadvertently passed, certified and paid for and in the event of his notice aforesaid, the Officer- in-charge may rectify or remove and replace the work and / or remove and replace with others the materials or articles or equipment complained of, as the case may be, by other means at the risk and expense of the Contractor/Supplier. In case the Contractor/Supplier fails to comply with the requirements of this condition, the Engineer -in-Charge shall have the right to get the work done by other means at the cost of the Contractor/Supplier. Before taking such action, however, the Engineer-in-Charge shall give three days notice in writing to the Contractor/Supplier.

**Ex. Engineer (Pr.)-I/Sh-S
East Delhi Municipal Corporation**

13.29.1 Indemnities

- The contractor shall indemnify the East DMC against losses, expenses and claims for loss or damage to physical property, personal injury and death caused by the acts or omissions of the contractor.
- The contractor shall indemnify the East DMC against all liabilities and costs of action in respect of injury to or death of any person in the employment of the Contractor or any of its Subcontractors.
- The contractor shall indemnify the East DMC harmless against all third-party claims arising from the use or provision of the works,



East Delhi Municipal Corporation Engineering Department



including any Plant, Construction Documents or material, or any part thereof.

13.30 NOTICE

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

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

13.31 TAXES AND DUTIES The price quoted should include all Taxes and Duties, Custom Duty, Excise Duty, Service Tax, C.S.T., Trade Tax, VAT, Income Tax, Surcharge on income tax, Labour Cess, any other taxes etc. if any. 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 and rules of Government of India and Government of NCT of Delhi in this regard. 13.26.1 The successful bidder shall submit a certificate duly certified by CA that the bidder has comply the relevant provisions of the EPF & MP Act, 1952 as applicable against the period of work for which demand / bills are raised. The successful bidder shall also submit relevant documents for the same as & when demanded by East DMC. Otherwise East DMC shall withhold the payment due as per the provisions of the EPF & MP Act, 1952 for ensuring compliance of this Act by the bidder

13.32 OTHERS:

13.32.1. The Contractor in consultation with concerned Officer of EAST DMC will conduct training programme for users, focusing on main features, operation and maintenance of the Equipments.

13.32.2 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 spare parts and services to users EAST DMC shall take appropriate action against the firm.

13.32.3 After successful installation the Equipment will be handed over to the S.O.(Horticulture) designated by the Dy. Director(Hort.)/HQ/EAST DMC and further to end-user concerned department.

13.32.4 It shall be the sole responsibility of the contractor to get verified the quality & quantity of the supplied material at the site of delivery from the official designated by Dy. Director (Hort.)/HQ/EAST DMC.



East Delhi Municipal Corporation Engineering Department



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

13.32.7 The RFP/Tender 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.

13.33 The Bidder should be Indian Manufacturer or its authorized dealer/distributor of the manufacturer for quoted products and principal manufacturer should have valid manufacturing license for the quoted products

13.34 If asked by the authority, Bidder must submit the sample of product. If any Bidder fails to comply with this within stipulated time then he shall be disqualified from tender.

13.35 If the department feels it necessary, they should visit manufacturers unit to get satisfy about quality of products the bidder or its manufacturer or both will have no objection to it.

13.36 Rates quoted should be inclusive of all taxes and duties.

13.37 Conditional tenders are liable to be rejected. Further if the bidder gives any misleading or false representation or deliberately suppressed information in the forms, statements and enclosures of the bid, the bids are liable to be rejected.

13.38 East DMC reserves the right to accept or reject any or all tenders without assigning any reason.

13.39 PAYMENTS:

The payments shall be made as per the following terms and conditions.

13.39.1 The contractor shall raise bill of 90% of the Equipment cost with three years warranty period after the supply and installation of the complete Equipment as per technical specifications and terms & conditions specified in the contract. The payments will be released by the EAST DMC (subject to deduction of statutory taxes and levies, if any) as per completion/execution of work.

13.39.2 The 10% payment of Equipment cost shall be released after the completion of One years of warrantee period. However, this amount may be released after completion of work against the bank guarantee of equal amount valid for a period of 24 months.



East Delhi Municipal Corporation Engineering Department



13.40 LABOUR:

13.40.1 The Contractor/Supplier shall employ its labour/ workmen in sufficient numbers to complete the work in the stipulated time. The Contractor/Supplier shall not employ in connection with the Works any person who has not completed eighteen years of age.

13.40.2 All the workers or employees deployed by the Contractor/Suppliers shall consider the employees of Contractor/Supplier and corporation shall not have any liability what so ever in nature in regard to such workers/employees.

13.40.3 The Contractor/Supplier shall comply with all statutory norms of Central/ State Govt. with regard to labour/ workmen employed by him. Violation of any such norm shall be the sole responsibility of the Contractor/Supplier. The Contractor/Supplier shall indemnify and keep indemnified the Corporation against all such claims arising out:

- i) Of third party loss/ damage to life or property caused by/ during execution of the work.
- ii) Of loss/ damage to the workmen engaged by the Contractor/Supplier during execution of the work.
- iii) Due to non-compliance of applicable PF/ Labour laws, ESI regulations etc.

**Ex. Engineer (Pr.)-I/Sh-S
East Delhi Municipal Corporation**



East Delhi Municipal Corporation Engineering Department



14. GENERAL PARTICULARS OF & BIDDER PARTICULARS OF RFP No.

14.1 Particulars of the work: Providing / Fixing of open air gym equipments in Shahdara South Zone. SH: 1 Providing and fixing open air gym apparatus in 6 nos. parks A Block, B Block, C Block park no. 2 in Vivek Vihar & A Block Govind Khand Jhilmil Colony. SH: 2 P/F Open air gym equipment in Central park block 8 Janta Flat Mayur Vihar Phase-III Park Gharoli Dairy Colony in ward no. 216 Shah. South Zone. SH: 3 P/F of open air gym equipments in Mini Stadium Rajgarh Colony ward no. 236 Shahdara South Zone. SH: 4 P/F of open Air Gym equipments in park in Block H & G New Seelampur in ward no. 236 Shahdara South Zone.

14.2 Estimated cost of Project/ Contract: Rs.60,45,000/-

14.3 Number of Equipments Specified in price schedule however the number of equipment may increase or decrease

14.4 Period of work: 03 Months

14.5 Cost of RFP document: Rs.2000/-in the form of Bank Draft/Pay Order issued in favour of Commissioner, EAST DMC payable at New Delhi.

14.6 Amount of Earnest money deposit Rs.1,15,500/- in the form of Bank Draft/ Pay Order issued in favour of "Commissioner, EAST DMC" payable at New Delhi.

14.7 Period of validity of RFP for acceptance: Six Months from opening of financial bid of RFP/ Tender Document.

14.8 Date and Time of submission of tender: 20.09.17 upto 3.00PM.

14.9 Date and Time of opening of Technical Bid: 20.09.17 at 3.10 PM.

14.10 Date and Time of opening of Financial Bid: To be informed separately after opening of Technical Bid

14.11 Place of submission of tender: Office of EE (Project)-I SH-S

14.12 THE BIDDER WILL SUBMIT PARTICULAR IN THE BELOW FORMAT:

14.12.1 Name of firm:

14.12.2 Postal Address:

14.12.3 Alternate postal address :



East Delhi Municipal Corporation Engineering Department



14.12.4 Telephone, Fax No:

14.12.5 E-mail :

14.12.6 Web site :

14.12.7 Name and designation of the representative of the Bidder to whom all references shall be made and his contact mobile number. :

14.12.8 Amount of the earnest money deposited.

14.12.9 Details of fee/cost paid with Pay Order/ Bank Draft no. and date

14.12.10 Details of Earnest money: Bank Draft no. and date etc

14.12.11 Financial capacity of the Bidder for carrying out the work.

14.12.12 Has anything/extra other than price of items (as mentioned in price Schedule) have been written in the price schedule.

14.12.13 Has the Bidder have been ever Banned/Debarred/black listed By any Organization / Ministry / Department of the Govt. of India/State Government / Public Sector Undertakings from participation in tenders/ contract /business for undertaking any work.

14.12.14 Details of offer (please mention number of pages and number of Drawings, copies attached).

14.12.15 Reference of any other information attached by the bidder (please Mention no. of pages & no. of drawings, copies attached)

14.12.16 Has the Bidder have any relative working in EAST DMC, if yes state the Name and designation.

(Signature of Bidder) with Seal



East Delhi Municipal Corporation Engineering Department



15. WARRANTY & MAINTENANCE

15.1 It is mandatory for the contractor to submit a quarterly performance/ maintenance report for each Equipment to the concerned officer in EAST DMC.

15.2 It is mandatory for the contractor to open an authorized service centre before the supply/ installation of the Equipment.

15.3 The Bidder shall ensure warranty 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.

15.4 Performance of Equipment: In addition to the warranty as already provided, the Bidder shall guarantee satisfactory performance of the equipment and shall be responsible after the equipment has been accepted by the EAST DMC 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 EAST DMC.

15.5 The contractor shall rectify defects developed in the Equipment within Warranty period promptly. In case the defects are not rectified within 10 days of the receipt of the complaint by the contractor EAST DMC shall have full liberty to restore the Equipment in working condition. The expenditure so incurred by EAST DMC shall be deducted from the contractor pending claims, security deposit or in other law full manner.

15.6 The contractor shall maintain the Equipment for three years mandatory with the EAST DMC/end user.

15.7 A prospective Bidder requiring any clarification of the Documents may contact EAST DMC in writing at the EAST DMC's address indicated in the Invitation for RFP /Tender.

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



East Delhi Municipal Corporation Engineering Department



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 along with Valid Certificate of Registration of Indian Manufacturer of Open Air Gym Equipments along-with Unit/Plant located in India with manufacturing license issued by concerned authorised Agency clearly mentioning of Manufacturer of Open Gym Equipments Manufacturing unit. Detail of Production Plants & Machinery be also enclosed. Dealer/Distributor certificate if the Bidder is other than Manufacturer be attached.
- 16.4** Certificate/Permission of business registration in India.
- 16.5** Detail of RFP Document fee.
- 16.6** Details of Earnest Money Deposit
 - (i) Turnover Certificate
 - (ii) Bank Solvency Certificate of Nationalized Bank/Scheduled Bank
- 16.7** Experience Certificate/s
 - (i) Documents showing work/s Supply/Installation of Open gym (Green Gym/Garden Gym)Equipment's Work Order/s with work completion certificate/s.
 - (ii) Certificate/s of completed works in any Government Department
- 16.8** Quality/Test related certificates as per evaluation criteria.
- 16.9** I.S.O. Certificate
- 16.10** Income Tax/PAN Registration No. Document.
- 16.11** V.A.T. Registration document.
- 16.12** Production plan as per IS Procedure.
- 16.13** Three years warrantee certificate undertaking.
- 16.14** Written commitment to establish adequate localized service facilities/centres in Delhi with respect to Open Gym (Green Gym/Garden Gym) Equipments.
- 16.15** Technical specifications alongwith drawings & catalogue in respect of equipments.
- 16.16** Power of Attorney, If the RFP is submitted other than the proprietor of the firm.
- 16.17** Test Reports other than mentioned at S.No.17.8 above.



East Delhi Municipal Corporation Engineering Department



16.18 FORMAT FOR SUBMISSION OF TECHNICAL BID

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

To

The Executive Engineer (Pr)-I Sh-S Zone

E-1/12, Krishna Nagar

Delhi-110051.

Subject: Providing / Fixing of open air gym equipments in Shahdara South Zone. SH: 1 Providing and fixing open air gym apparatus in 6 nos. parks A Block, B Block, C Block park no. 2 in Vivek Vihar & A Block Govind Khand Jhilmil Colony. SH: 2 P/F Open air gym equipment in Central park block 8 Janta Flat Mayur Vihar Phase-III Park Gharoli Dairy Colony in ward no. 216 Shah. South Zone. SH: 3 P/F of open air gym equipments in Mini Stadium Rajgarh Colony ward no. 236 Shahadara South Zone. SH: 4 P/F of open Air Gym equipments in park in Block H & G New Seelampur in ward no. 236 Shahdara South Zone.

I/We hereby submit our **Technical Bid** for the work subjected above alongwith necessary documents listed as under: 1 2 3 4 5 6 7 This offer is being made by me/us after taking into consideration all the terms and conditions stated in the document, accept all risks and contingencies and all other conditions that may affect the Financial proposal. It is assured that no misleading or false representation or deliberately suppressed information in the forms, statements and enclosures has been made We agree to keep our offer valid for **6 Months** from the due date of opening of this Financial Bid/Proposal. The Technical bids are being submitted have been **Spiral Binding** of all the documents.

Encl : Pages 1 to ____

Date:

Authorized signatory

Place:
Bidder

Name & Seal of



East Delhi Municipal Corporation Engineering Department



17. FINANCIAL BID

FORMAT FOR FINANCIAL PROPOSAL

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

To

The Executive Engineer (Pr)-I Sh-S Zone

E-1/12, Krishna Nagar

Delhi-110051.

Subject: Providing / Fixing of open air gym equipments in Shahdara South Zone. SH: 1 Providing and fixing open air gym apparatus in 6 nos. parks A Block, B Block, C Block park no. 2 in Vivek Vihar & A Block Govind Khand Jhilmil Colony. SH: 2 P/F Open air gym equipment in Central park block 8 Janta Flat Mayur Vihar Phase-III Park Gharoli Dairy Colony in ward no. 216 Shah. South Zone. SH: 3 P/F of open air gym equipments in Mini Stadium Rajgarh Colony ward no. 236 Shahadara South Zone. SH: 4 P/F of open Air Gym equipments in park in Block H & G New Seelampur in ward no. 236 Shahdara South Zone.

Sir,

We hereby submit our Financial Offer for the captioned project. If the project is awarded to us, we agree to execute the subjected work for EAST DMC as per the terms given in the Tender Document. (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 tender document, accept all risks and contingencies and all other conditions that may affect the Financial proposal. We agree to keep our offer valid for **6 Months** from the due date of opening of this Financial Proposal.

Authorized signatory Name & Seal of Bidder

Date:

Place:



East Delhi Municipal Corporation Engineering Department



18. SPECIAL CONDITIONS OF CONTRACT

1. During working at site, some restrictions may be imposed by Officer- in-Charge/Security staff of Corporation or Local Authorities regarding safety and security etc., the Contractor/Supplier shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
2. No compensation shall be payable to the Contractor/Supplier for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
3. The tender shall be based on general conditions of Contract and tenderers are required to quote their own rates against each item in schedule of quantities, which is enclosed. All rates shall remain firm for the contract period/extended contract period.
4. In the event that no rate has been quoted for any item(s), leaving space the space so provided and the corresponding amount blank, it will be presumed that the tenderer has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
5. If the Contractor/Supplier fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the East DMC shall forfeit the earnest money deposited by him along with the tender.
6. Equipments supplied by the Contractor/Supplier should have Guarantee/ Warrantee period for at least one year from the date of completion of the work.
7. The Contractor/Supplier during guarantee/ warrantee period of equipments shall attend the complaints as pointed out by the East DMC on the same day and rectify/replace the equipment/ part of the equipment as the case may be within 3 days from the date of lodging the complaint. Failing which the East DMC reserves the right to get the equipment rectified/ replaced as the risk and cost of the Contractor/Supplier. The decision of the Corporation in this regard shall be binding on the Contractor/Supplier.

**Ex. Engineer (Pr.)-I/Sh-S
East Delhi Municipal Corporation**