



NORTH DELHI MUNICIPAL CORPORATION
EDUCATION DEPARTMENT: HQ
Dr. Shyama Prasad Mukherjee Civic Centre
E Block, 15th Floor, JLN Marg, N Delhi-02
Email:- schoolinspector.plan.edm.pur@gmail.com
Ph. No. 011-23225511



No.: NDMC/Education/Shoes/Tender/004/2014 Dated: 12.02.2014

Request for Proposal (RFP)

For
Supply of School Shoes

For Primary Schools covered under the jurisdiction of North Delhi Municipal Corporation

Start Date of Issue of Bid Documents :	14.02.2014 from 10.00 AM
Last Date of Issue of Bid documents :	10.03.2014 up to 3.00 PM
Date of Pre-Bid Meeting	11.03.2014 at 2.00 PM
Last Date for submission of Bid:	24.03.2014 up to 1.00 PM
Date of opening of Technical Bid	24.03.2014 at 2.00 PM

Cost of Tender Document: Rs.10,000/- (Rupees Ten Thousand only) to be paid by Demand Draft drawn on a Nationalized Bank

Education Department
North Delhi Municipal Corporation
15th Floor, Dr. Shyama Prasad
Mukherjee Civic Centre,
Minto Road, New Delhi -110002
Ph. No.: 011-23225511

Email ID: schoolinspector.plan.edm.pur@gmail.com

[Signature]
14/02/2014
J. C. JOSH
ASST. Director (Edn),
North Delhi Municipal Corporation
15th Floor, Civic Centre,
Minto Road

Contents of RFP Document

Chapter 1	Instructions to Bidders
Chapter 2	Terms & Conditions of Contract
Chapter 3	Specifications and Technical Details with respect to the Products
Chapter 4	Form of Price Schedule
Chapter 5	Draft Contract Form
Chapter 6	Other Standard forms required to be utilised by the North DMC or the Applicant/Bidders

Chapter 1 consists of Instructions to Bidders which are required to be adhered to while preparation and submission of the Bid.

Chapter 2 contains the conditions of contract which along with those contained in the Draft contract shall be required to be followed by the successful bidder.

Chapter 3 contains the specifications with respect to the desired Products in details and which shall be required to be followed at all times unless otherwise specified by the North DMC.

Chapter 4 consists of the form for price bid. The Applicants/Bidders shall provide their financial bid in the manner provided in this chapter.

Chapter 5: Draft Contract Agreement, to be signed between Education Department, North Delhi Municipal Corporation and the successful Bidder or Lead Member formed in case of a Consortium. In case a Consortium is declared as the Preferred Bidder, the original members of the Consortium shall also be the confirming parties to the Contract Agreement. In case of Partnership Firm, all the members of the Partnership Firm shall be parties to the Contract Agreement.

Chapter 6 provides necessary formats for the North DMC and Applicants/Bidders to prepare the Proposal. The prescribed formats for the submission of Proposal are annexed to this chapter.

Applicants/ Bidders are advised to scrupulously understand the Terms and Conditions and submit their Proposals complying with the requirements stipulated in the RFP document. Proposals are liable to be disqualified in case they are incomplete, non-responsive, non-eligible and if the information is not submitted as per the prescribed formats.


14/2/14
J. C. JOSHI
Joint Director (Gen)
Public Order, (H.O.) Home Dept
E-57, Convent, Convent Centre,
110059, New Delhi

DISCLAIMER

The information contained in this Request for Proposal comprising of Chapters 1 to 6 (hereinafter referred to as "RFP") or subsequently provided to the Bidders, in documentary form by or on behalf of the North Delhi Municipal Corporation, its authorised employees is provided to the Applicant(s)/ Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information for all the persons and it is not possible for North DMC, its employees or any of its agencies/consultants/advisors to consider the business/ investment objectives, financial situation and particular needs of each Applicant/ Bidder who reads or uses this RFP document. Each Applicant/ Bidder should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. North DMC, its employees or any of its agencies/consultants/advisors make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of the RFP document.

North DMC may at its own discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Sd/-
14/07/2014
S.P. Jaiswal
Joint General Manager
North Delhi Municipal Corporation
Tilak Park, Connaught Place
New Delhi-110008

NORTH DELHI MUNICIPAL CORPORATION

NORTH DELHI MUNICIPAL CORPORATION

Education Department,

15th Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi-110002

No.: NDMC/Education/Shoes/Tender/004/2014 Dated: 14.02.2014

NOTICE INVITING TENDER (NIT)

For

SUPPLY OF SCHOOL SHOES FOR STUDENTS OF PRIMARY SCHOOLS OF THE NORTH DELHI MUNICIPAL CORPORATION

Purpose: The Director (Education), North DMC, Dr. Shyama Prasad Mukherjee Civic Centre, Delhi invites on behalf of the North DMC sealed and super-scribed technical and financial proposals from eligible manufacturer for supply of school shoes.

North DMC intends to complete the entire process of proposal evaluation and award the Project on a priority basis. In order to enable North DMC to complete the process as soon as possible, Applicant/ Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. North DMC shall endeavour to adhere to the schedule during the bidding process.

Notes:

1. **Addresses for obtaining the RFP document:** RFP document containing detailed terms and conditions can be obtained from the office of the Director (Education Department) at 15th Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi-110002 upon payment of Rs. 10,000/- (Rupees Ten Thousand Only) as the necessary cost of RFP document. Alternatively, the document can be downloaded from www.mcdbonline.gov.in. In case documents are downloaded, then whole submission of the Proposal by the Applicant/ Bidder, a Demand Draft for Rs. 10,000/- (Rupees Ten Thousand only) in favour of Commissioner, North Delhi Municipal Corporation, payable in Delhi, to be submitted prior to the date of the Pre-bid meeting. Copy of the G8 form shall be enclosed with Envelope 1- Technical Proposal, containing the original Technical Proposal.
2. **Address for submission of Proposal:** Sealed Technical and Financial Proposals will be received till 24.02.2014 upto 1300 Hrs. (01:00 PM) in the office of the Director (Education), North Delhi Municipal Corporation 15th Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi-110002. The Technical Proposal will be opened at 1400 Hrs. (02:00 PM) on the same day in the presence of the Applicants/Bidders or their authorized representatives.
3. **Proposal Validity Period:** The Proposal submitted by the Applicants shall hold good for 180 days from the date of opening of the Technical Bid.

Handwritten notes:
1. C. Prasad Mukherjee
2. Minto Road
3. New Delhi-110002
4. 14/02/2014

4. **Cost of RFP document:** Rs. 10,000/- (Rupees Ten Thousand Only), as non-refundable tender fee, to be paid through Demand Draft of a Nationalised bank, payable in Delhi, in favour of Commissioner, North Delhi Municipal Corporation.
5. **Earnest Money Deposit:** Rs. 12,00,000/- (Rupees Twelve Lacs Only) should be deposited as Earnest Money Deposit ("EMD") vide bank Demand Draft obtained from a nationalised bank in favour of Commissioner, North Delhi Municipal Corporation, payable in Delhi, to be submitted along with Technical Proposal, otherwise the Proposal shall be rejected.
6. **Performance Security:** Performance Security @ 5% of the actual contractual amount shall be payable within 15 (Fifteen) days from the acceptance of the Letter of Intent ("LoI") but before the execution of the contract.
7. **NIT Intimation:** NIT can also be seen on the notice board/office of the Education Department, North DMC.
10. **Pre-Bid Meeting:** A pre-bid meeting for clarification of Applicants'/ Bidders' queries will be held on 11.03.2014 at 1400 hrs (02:00 pm) in the Conference Room, North Delhi Municipal Corporation, 15th Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi- 110002. The Bidders are encouraged to send their queries through the email. Only those who have remitted the cost of the RFP on or before the date of the Pre-bid meeting would be eligible for participation in the pre-bid meeting and would be entitled to receive the responses for their queries. Any modification in the RFP document that may become necessary as a result of pre-bid meeting or due to any other reason shall be intimated through the issuance of an addendum. The addendum then will form a part of the RFP document and a part of the Agreement to be executed upon selection of the preferred Bidder.
11. **North DMC's rights of rejection/acceptance:** The Commissioner on behalf of the North DMC reserves the right to accept or reject any or all the Proposals or cancel the tender process without assigning any reason(s) whatsoever.
12. **Enquiries:** For any enquiry contact the office of the Director (Education) at 15th Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi-110002 or on Phone No: 011-23226511.

Director (Edu.)

North Delhi Municipal Corporation

DIRECTOR (EDUCATION)
MUNICIPAL CORPORATION OF DELHI

15th Floor, Civic Centre,

Minto Road, New Delhi-110002

CHAPTER 1

INSTRUCTIONS TO BIDDERS (ITB)

The North Delhi Municipal Corporation (hereinafter referred to as the "North DMC") amongst other functions runs, operates and manages primary schools in the area covered under the jurisdiction of North DMC. The North DMC in view to standardize the uniforms across the primary schools and make uniforms available to the students of primary schools have decided to provide **school shoes** (hereinafter referred to as "Products") to the students of the primary schools being operated by the North DMC for a duration of 2(two) years. The Products are required to be supplied each year. There are 765 primary schools with approximately 370648 students studying in Classes 1 to 5. The details with respect to the students studying in the primary schools have been provided in **Annexure 1** to this Chapter. The Education Department of the North DMC is responsible for undertaking various decisions regarding education and management of the schools.

The Education Department, North DMC accordingly intends to seek bids from suitable entities for supply of the Products for about 370648 students on its rolls in the primary schools. Accordingly, sealed bids are invited by North DMC from original school shoe manufacturers only, for supply of Products as per details given in the bid documents, to the primary schools run by North DMC.

1. Bid Process

The Bid shall be a two stage process, namely:

- (a) TECHNICAL BID; and**
- (b) FINANCIAL BID**

2. Schedule for Invitation to Bid:

Date of Issue of Bid Documents :	14.02.2014 from 10.00 AM
Last Date of Issue of Bid document :	10.03.2014 upto 3.00 PM
Last date of receiving queries for Pre-Bid Meeting	11.03.2014 upto 1.00 PM
Pre-Bid Meeting	11.03.2014 at 2.00 PM
Last Date of submission of Bid:	24.03.2014 upto 1.00 PM
Date of opening of Technical Bid	24.03.2014 at 2.00 PM
Date of opening of Financial Bid	
Date of Issue of Letter of Intent	To be intimated separately
Date of signing of the Contract	

9/2/2014
 14/2/2014
 1. To be intimated separately
 2. To be intimated separately
 3. To be intimated separately
 4. To be intimated separately

Please note that North DMC reserves the right to extend the dates as mentioned hereinafter. Intimation to this effect shall be given to all Applicants/Bidders including requests for extending the proposal and bid security validity time frame if required. **Intimations may be sent by email only to the Applicants/Bidders who may have either purchased the RFP document or attended the pre-bid meeting after payment of the Tender Fee whose correct addresses along with email id and phone numbers and fax number is available with North DMC.** North DMC or its employees/ advisers/ consultants etc. shall not be liable in any manner whatsoever in case any Applicant/ Bidder fails to receive such intimations. Applicants/ Bidders are advised to regularly check for details including the ones that may be notified at the North DMC website: www.nmcdonline.gov.in

3. Details about Bid Submission:

3.1 Name of the Concern by whom the bids are being invited:

Education Department, North Delhi Municipal Corporation, 15th Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi -110002

3.2 Address at which Bids are to be submitted:

Sealed Technical and Financial Proposals will be received upto 24.03.2014 by 1300 hrs. (01:00 PM) in the office of the Director (Education), 15th Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi-110002. The Technical Proposal will be opened at 1400 hrs. (02:00 PM) on the same day in the presence of the Applicants /Bidders or their authorized representatives.

The Bids have to be submitted physically by the authorised representative at the aforesaid address. The authorised representative shall put his signatures at the appropriate place. All Bids received after the due date or which are incomplete or received in tampered condition shall be forthwith rejected.

3.3 Place, Time and Date for opening of Technical bids:

Place: Director (Education), Education Department, North Delhi Municipal Corporation, 15th Floor, Dr. Shyama Prasad Mukherjee Civic Centre, Minto Road, New Delhi -110002

Time: 1400 hrs (02:00 PM)

Date : 24.03.2014

3.4 Financial bids of the Applicants/Bidders who have successfully completed the technical stage will be opened and scrutinized on the date stated above. In case of any change in the date and time of the opening of the same, such Applicants/Bidders shall be intimated of such change by email only at the email address provided to the North DMC by such Applicants/Bidders.

Signature
14/1/2014

*Dr. S. S. Chakrabarti
Director (Education)
North Delhi Municipal Corporation
Minto Road, New Delhi - 110002*

3.5 Date till which the bid is valid: 180 days from the date of submission of bids. In the event the validity period is required to be further extended, Applicants/Bidders shall accordingly provide such confirmation to the North DMC including extension of the EMD, after due intimation of the same by North DMC in writing.

3.6 North DMC's rights of rejection/acceptance: The Commissioner on behalf of the North DMC reserves the right to accept or reject any or all the Proposals or cancel the engagement process without assigning any reason(s) whatsoever.

3.7 The Commissioner, North DMC reserves the right to continue with the Bid process as per this RFP document even in case of a receipt of a single bid. Such bid shall be scrutinized in accordance with this RFP.

4. Procedure for Submission of Bids

4.1 It is proposed to have a Two-Cover System for this bid.

(a) Technical Bid documents in one cover.

(b) Financial Bid in another separate cover.

4.2 The Applicants/Bidders must place their Technical and Financial bids in separate envelopes, super-scribed with separate Bid titles in the following manner:

(a) The Technical Bid should be covered in a separate sealed cover super-scribing the wording Technical Bid for Supply of School Shoes.

(b) Financial Bid should be covered in a separate sealed cover super-scribing the wording Financial Bid for Supply of School Shoes.

Financial Bid should only indicate prices in the prescribed format.

Please note that commercial aspects (prices, cost, charges, etc.) should not be indicated in the Technical Bid and should be quoted only in the Financial Bid.

4.3 Both, the cover containing the Technical Bid and the cover containing Financial Bid must be placed together in one single sealed envelope before submission. In case necessary, a box can be used for the said purpose.

4.4 The box/cover containing both the Technical and the Financial Bid thus prepared should also indicate clearly the name and address of the Applicant/Bidder and shall be super-scribed by the wording "Bid for Supply of School Shoes".

4.5 A Bid Evaluation Committee shall be constituted by the North DMC which shall evaluate the conformance of the Bids with the terms and conditions mentioned in this RFP.

Handwritten notes:
Technical Bid
Financial Bid
Supply of School Shoes
North DMC

4.6 The Bids received late and declared late by the Bid Evaluation Committee after the last date and time for receipt of bids prescribed in the bid document or otherwise shall be rejected and/or returned unopened to the Applicant/Bidder. **The Bids shall be returned unopened after being marked "Late".**

4.7 Conditional bids shall not be entertained and will be disqualified promptly without assigning any reasons.

4.8 Financial Bids of only those Applicants /Bidders will be opened who qualify the Technical round on date as prescribed in this RFP.

5. The Applicant/Bidder is expected to carefully examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required in the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Applicant's/Bidder's risk and may result in the rejection of the Bid.

6. Language of Bids:

The Bids prepared by the Applicant/Bidder and all correspondences and documents relating to the bids exchanged by the Applicant/Bidder and North DMC, shall be written in English language only, provided that any printed literature furnished by the Applicant/Bidder in any other language may not be accepted except where it is accompanied by a certified copy of English translation in which case, for purposes of interpretation and evaluation of the Bid, the English translation shall govern.

7. Documents Comprising the Bids:

7.1 The Bids prepared by the Applicants/Bidders shall comprise of following components: (Bid documents are to be submitted in the order of pre-qualification clauses along with index and page numbers clearly marked):

(i) The Technical Bid shall consist of following:-

a. Bid proposal sheet duly filled in, signed on each page and complete in all respects. (**Chapter 6 -Annexure - I**).

b. Qualification data duly filled in as per relevant proforma provided in the bid proposal that the Applicant/Bidder is eligible to bid and is qualified to perform the contract, if its bid is accepted (**Chapter 6 -Annexure - II**).

c. The Applicant/Bidder must furnish **Earnest Money Deposit (EMD)** for Rs. 12,00,000/- (Rupees Twelve Lacs only) in the form of bank demand draft drawn in favour of Commissioner, North Delhi Municipal Corporation payable at New Delhi, failing which the Bid will be rejected. This EMD is to be submitted with the Technical Bid. The said Demand Draft may be required to be replaced at the request of North DMC failing which the Bid shall be rejected.

Signature
14/02/2014
C. Anand Kumar
Joint Director (Stores)
North Delhi Municipal Corporation
14/02/2014

d. The Applicant/Bidder is required to submit the proof of average turnover of the Applicant/Bidder during last 3 years of operations for respective items along with copy of audited Balance Sheet and Profit and Loss account for the last 3 financial years to be attached. The certified copies of the Income Tax Returns along with the Balance Sheets and Profit and Loss Accounts shall also be furnished.

e. The certified copy of valid Sales Tax/VAT registration certificate and Permanent Account Number (PAN) issued by Income Tax Department to the Applicant/Bidder must be attached and form a part of the Technical Bid. In case of consortium, each member shall provide the valid Sales Tax/VAT registration certificate and PAN.

f. Solvency certificate of Rs. 1,92,00,000/- (Rupees One Crore Ninety Two Lacs Only) issued by a nationalized bank shall be furnished by the Applicant/Bidder.

g. Copy of certification of valid ISO 9001-2000 to be attached.

h. Copy of latest certificate issued by the DGS&D/NSIC/SSI/ Any State or Central Govt. indicating the manufacturing capacity of Shoes under one company/entity name, having one legal entity. This Certificate should not be more than two years old from last day of the month previous to the date of the Notice for Invitation of this RFP.

i. Any other document as required to be enclosed in support of the eligibility criteria mentioned in clause 12 and 17.9 of this chapter herein.

j. The Applicant/Bidder must submit the samples exactly as per shade and design required by North DMC. To get the appropriate shade, the Applicant/Bidder may approach North DMC at New Delhi at the following address:-

Director (Education)
15th Floor, Education Department,
North Delhi Municipal Corporation,
Dr. Shyama Prasad Mukherjee Civic Centre,
Minto Road, New Delhi -110002

k. The Applicant/Bidder must submit the samples exactly as per tender specification as mentioned in Chapter 3 to this Section, duly tested from any Govt./Semi Govt. Laboratory duly accredited by the National Accreditation Board for Testing and Calibration Laboratories (NABL) or by A2LA (American Association for Laboratory Accreditation, USA) and RWA (Raad Voor Accreditatie), Dutch Accreditation Council, Netherlands. The sample shall contain the stamp and sign of the laboratory and shall

Solomon
14/1/2014

accompany a signed and sealed test report with respect to the sample and the sample along with the receipt shall be submitted to North DMCC along with the Technical Bid.

All parameters mentioned in the specification must be tested and a clear remark should be given as to whether the sample is matching as per tender specifications. Any Incomplete Test Report without the remarks of laboratory will be rejected. It must also be mentioned that "all parameters as per specification have been tested". Any deviation from this condition shall make the Bid liable for rejection.

(ii) **The Financial Bid** shall consist of the price quoted for providing the Products in the desired quantity in accordance with the Technical Specifications duly filled, signed on each page and complete as per the price schedule on the prescribed quotation form (as per Chapter 4). There must not be any corrections / overwriting etc. on the amounts in figures and words and the total amount must be in figures and words and pasted with a transparent tape. In case of any difference in amount in figures and words, the amount in words shall be taken as final amount quoted. The Applicant/Bidder shall provide a quote for the Products which shall be valid for the term of the contract. The calculation of the lowest bidder shall be based on the aggregate cost of providing the Products.

8. **Cost of Bid participation:** The Applicants/Bidders shall bear all costs associated with the preparation and submission of their Application/Bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the North DMCC. North DMCC will in no case be responsible or liable for such costs, regardless of the conduct or outcome of the Bidding process. The Applicant/Bidder shall also take into account the costs incurred during the testing phases both during the bidding and after the execution of the contract and the Financial Bid shall be inclusive of such expenses and appropriate additional samples shall be provided.

9. Any modification in the RFP document that may become necessary as a result of the pre-bid meeting or otherwise shall be intimated through the issuance of an addendum. Such addendums shall then form part of this RFP.

10. Where the Applicant/Bidder is a partnership firm, it shall be registered under the **Indian Partnership Act, 1932** as on the date of submission of the Bid. Where the Applicant/Bidder is a company incorporated under the (Indian) Companies Act, 1956, or a Limited Liability Partnership (LLP) established under the Limited Liability Partnership Act, 2008 the provisions of this RFP including the conditions as provided below shall *mutatis mutandis* be applicable to it. Such consortium shall also comply with the following requirements in addition to those provided in clause 12 of this

Chapter:

Signature
14/02/2014

*A. C. JOSHI
Joint Secretary (Gen.) SMC
North DMCC, 93, Park Road,
Sector - 06, Gurgaon, Haryana - 122002*

- (i) Number of members in a consortium shall not exceed 3 (three) and no member having share of less than 25%;
- (ii) Subject to the provisions of clause (i) above, the Application should contain the information required for each member of the Consortium;
- (iii) each member of the consortium must fulfil the eligibility criteria individually pertaining to their areas of competence.
e.g.-1: If X & Y are the consortium members then either X or Y has to satisfy the turnover criteria of Rs. 1,44,00,000/- (Rupees One Crore Forty Lacs Only) in each of the previous three (3) financial years. If X is having turnover of Rs. 90.00 Lacs and Y is having turnover of Rs. 62.5 Lacs, then they would not be eligible under turnover criteria. As such either X or Y should have turnover of Rs. 1,44,00,000/- (Rupees One Crore Forty Four Lacs Only) or more.
- (iv) Members of the Consortium shall nominate **one member as the lead member (the "Lead Member")**. The nomination(s) shall be supported by a Power of Attorney, signed by all the other members of the Consortium;
- (v) An individual Bidder cannot at the same time be member of a Consortium applying for bidding. Further, a member of a particular Consortium cannot be member of any other Consortium or partnership firm applying for the bidding;
- (vi) Members of the Consortium shall enter into a **binding Memorandum of Understanding (MOU)**, for the purpose of making the Application and submitting a Bid. The parties may have the MOU in any format subject to the MOU clearly and definitively covering the role of each member of the Consortium. The guidelines as mentioned in **Chapter 6 -Annexure - III** shall be adhered to;
- (vii) Except as provided under this RFP, there shall not be any amendment to the MOU without the prior written consent of the North DMC
- (viii) Any change in the composition of a Consortium or partnership firm may be permitted by the North DMC in writing after the submission of the proposal for the bid, provided:
- (a) The Lead Member continues to be the Lead Member of the Consortium or partnership firm;
- (b) The substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium or partnership firm shall continue to meet the bidding and short-listing criteria for Bidders.

Signature
Signature

1. Self
2. Self
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4. Self
5. Self

(c) The new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium or partnership firm as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium or partnership firm or any other entity bidding for this Project.

(d) Approval for change in the composition of a Consortium or partnership firm shall be at the sole discretion of the North DMC and must be approved by the North DMC in writing.

(e) The modified/ reconstituted Consortium or partnership firm shall submit a revised It. Bidding Agreement/MOU before the due date of submission of the Bid.

(f) However, in no case a second substitution shall be permitted for the consortium.

11. Any Applicant/Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding process. Any Applicant/Bidder found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the bidding process, if:

(i) The Applicant/Bidder, its member or associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof) having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956.

(ii) A constituent of such Applicant/Bidder is also a constituent of another Applicant; or

(iii) Such Applicant/Bidder has the same legal representative for purposes of this Application as any other Applicant; or

(iv) Such Applicant, or any Associate thereof has a relationship with another Applicant/Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the bidding of either or each other; or

Sd/-
14/2/2014

J. C. JOSEPH
and
Joint Secretaries,
Est. Dept., P. O. Education,
100, Park Street,
Chennai-600 005

- (v) Such Applicant or any Associate thereof has participated as a consultant to the North DMC in the preparation of any documents, design or technical specifications of the Project.

12. ELIGIBILITY CRITERIA

12.1 The Applicant/Bidder and in case of consortium, the lead member must be an **Original Shoe manufacturer. No Dealer or agent or Distributor is allowed to participate in the tender.** A valid registration of the establishment/factory shall be provided.

12.2 The Applicant/Bidder must be in the field of shoe manufacturing for the last seven (7) years and has their own company / firm for manufacturing of the product with all related facilities which should be under one name of company. A valid latest certificate as a proof thereof issued by the DGSD/DNSIC/ SSI/Any State or Central Govt. should be attached with tender form.

12.3 The Applicant/Bidder must have an **annual turnover of at least Rs. 1,44,00,000/- (Rupees One Crore Forty Four Lacs Only)** in the previous three (3) financial years.

12.4 The Applicant/Bidder must be **ISO 9001-2000 certified company/other entity.**

12.5 The Applicant/Bidder must have **valid State Sales Tax / VAT and CST Number, and PAN issued by the Income Tax Department.**

12.6 Experience

- (i) The Applicant/Bidder shall have the following experience of having successfully completed manufacturing and supply of school shoes ("works") during the last seven (7) years ending last day of the month previous to the date of the Notice for Invitation of this RFP:

Three similar completed works each costing not less than Rs.1.92 crores;

Or

Two similar completed works each costing not less than the amount equal to Rs.2.88 crores;

Or

One similar completed work of aggregate cost of not less than Rs.3.84 crores.

And

- (ii) One completed work of any nature (either part of (i) or a separate one) costing not less than the amount equal to Rs. 1.92 crores with some Central Government Department/State Government

Signature
14/02/2014
J. C. JOSHI
Joint Tender Officer
North DMC
100, Park Road, Conna
New Delhi-110002

Department/ Central Autonomous Body/Central or State Public sector undertaking/Kendriya Vidyalaya Sangathan.

And

- (iii) No liquidated damages shall have been levied on account of delay or on account of any other factor on the Applicant/Bidder in the completion of the aforesaid works which is/are relied upon.
 - (iv) The Applicant/Bidder shall provide certified copies of the Executed purchase orders along with completion certificates in support of the experience as provided above in clause 12.6(i) and 12.6(ii) and shall provide a separate written undertaking with respect to clause 12.6(iii).
- 12.7 Applicant/Bidder must have adequate testing facility to ensure quality of supply. Supporting documents in relation to the testing facility may be provided.
- 12.8 Technical Brochures of the Products quoted and the detailed technical specifications along with samples should also be enclosed.
- 12.9 Applicant/Bidder must submit further details documenting the methodology for supply of the Products.
- 12.10 In case of a consortium of bidders, the aggregate of the eligibility criteria of the members of the consortium shall be taken into account.

13. DISQUALIFICATION

- Applicant/Bidder is liable to be disqualified, even though they meet the qualifying criteria, if:
- 13.1 They are found to have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - 13.2 They are found to have a record of poor performance; and/ or
 - 13.3 There is justification for believing that the proprietor or employee, or representative of the firm has been guilty of malpractices such as bribery, corruption, fraud substitution of tenders, interpolation, misrepresentation/ misinformation/ poor or substandard quality of work/ evasion or habitual default in payment of any tax levied by law; and/or
 - 13.4 Any company or firm or proprietorship with which any of the company's owners, employees or partners were associated, have been disqualified, removed, blacklisted or otherwise prevented from bidding or competing in any tender in the last 5 (five) years.

14. PROCESS TO BE CONFIDENTIAL

Signature
12/02/2014

J. G. JOSHI
Joint Director (Admin) C&P
Head Office, Kendriya Vidyalaya Sangathan
600, Park Road, Coimbatore
440 004, Karnataka

After opening of the Proposals/ offers no information relating to the examination, clarification evaluation and comparison of proposals/ offers and recommendations concerning the award of contract shall be disclosed to the Applicants or other persons. Any effort by any Applicant to exert unfair influence in process of examination, clarification evaluation and comparison of proposals to influence decision concerning award of contract shall result in rejection of proposal/offer. Such unfair influence shall include a Bidder or any of its employees/agents influencing the bid process by way of raising baseless and unsubstantiated allegations in public, complaints about the Bid process or any of the employees, consultants of the North DMC engaged in undertaking the Bid process.

15. CLARIFICATIONS

The North DMC may ask Applicants/Bidders for clarifications of their tenders in order to assist in the examination, evaluation and comparison of tenders. No change in a matter of substance in the tender, including changes in price and changes aimed at making an unresponsive tender as responsive shall be sought, offered or permitted.

If there is any discrepancy between the financial proposal/bid quoted in figures and in words, the figure in words shall be treated to be final financial bid.

16. NEGOTIATIONS

North DMC may carry out the negotiations with the preferred Applicant/Bidder offering the best (i.e. the lowest) financial bid including items for modification of the proposal/ offer, by calling the Applicant/Bidder or its authorized representative in its office in which case, the Applicant/Bidder or his authorized representative shall remain present in the North DMC office for negotiations. The Applicant/Bidder may at its own will give revised proposal/ offer in writing to the North DMC. The revised financial proposal/ offer shall then be treated, as modified and modified proposal/ offer shall be treated as the final offer.

17. ADDITIONAL TERMS AND CONDITIONS FOR SUBMISSION OF THE BID

17.1 EMD is liable to be forfeited and Bid is liable to be rejected, if the Applicant/Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of the Bid or is found to be engaged in any material suppression of facts.

17.2 The EMD of the successful Applicant/Bidder shall be released after the receipt of the Performance Security.

17.3 If the successful Applicant/Bidder fails to furnish the Performance Security within 15 days of the acceptance of Lot (in the form provided in Chapter 6 -Annexure - IV), the EMD shall be forfeited by North DMC.

Delivered
12/11/2014
G. JOSHI
Head, Finance Deptt. NDMC
Head, Deptt. of Education
North DMC, Chandigarh

- 17.4 The EMD of all the unsuccessful Applicants/Bidders will be returned as early as possible after the expiration of the period of bid validity but preferably within 30 days of the issue of the LoI to the successful Applicant/Bidder. No interest will be payable by the North DMC on the EMD.
- 17.5 This Bid Document is not transferable.
- 17.6 The Tenders of only those Applicants/Bidders, who have purchased the documents in their names, will be considered and shall be subject to furnishing proof of G8 copy or copy of the Demand Draft.
- 17.7 The North DMC reserves the rights to reject any Bid or all the Bids without assigning any reasons before opening the Financial Bids.
- 17.8 The North DMC may either itself or through authorised representatives may in order to satisfy itself with respect to the eligibility, capability, viability and any other information given by the tendering firms take a decision including visit of their manufacturing plant before agreement and during the contract period.
- 17.9 Any entity which has been blacklisted by any Government department is not eligible to participate in this tender. An undertaking to this effect must be submitted on Non Judicial stamp paper of Rs. 100/-. In case of consortium each of the constituent members shall furnish a separate undertaking to this effect.
- 17.10 Sealed offers prepared in accordance with the procedures enumerated above should be submitted to the North DMC, not later than the date and time laid down, at the address given in this RFP.
- 17.11 All the Applicants/Bidders participating in the Tender must attach a list of their directors / owners / partners etc. and a certificate to this effect that the firm is neither black listed by any Govt. Department and nor any Criminal case / complaint is registered / pending against the firm. In case of LLPs and companies participating either individually or as a consortium member, the designated partners and directors respectively shall also provide their Designated Partner Identification Number and Director Identification Number duly obtained from the Registrar of Companies.
- 17.12 The individual signing the bid or other document, in connection with the bid must certify as to whether he or she has signed as :
- (a) A "Sole proprietor" of the firm or constituted attorney of such sole proprietor.
 - (b) A partner of the firm, if it be partnership, in which case he must have authority to refer to arbitration disputes concerning the business partnership either by virtue of the partnership agreement or a power of attorney. In the alternative all the partners should sign the bid.
 - (c) Authorised representative or director under the board resolution, if, it is a company.

Authorised representative of the firm
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Annexure - 1 of Chapter 1

Number of Students - Class and zone wise

S. No	Name of Zone	Class - I		Class - II		Class - III		Class - IV		Class - V		Total
		Boys	Girls	Boys	Girls	Boys	Girls	Boys	Girls	Boys	Girls	
1	City	501	600	1191	903	1000	872	1144	985	2143	950	5878
2	SR Zone	1216	1143	2380	1874	1974	2048	1900	1988	1700	1360	13431
3	Hand Bagn	3002	2170	6002	4474	4000	3043	4400	4072	4443	5015	41874
4	Chal Lines	7047	6037	10264	10153	10008	20734	10846	14307	20003	10035	100130
5	Narva	5403	5093	11000	7001	7011	15302	7008	7025	15373	7044	73068
6	RRMM	4010	10412	20022	14600	12007	27206	13712	15000	27200	13008	129179
Total		28718	30025	58174	39334	27442	78776	35028	39068	78997	26392	370648

Please note that the aforesaid figures are based on the data as of 31st August, 2012. The grand total as provided above may increase or decrease and Bidder is advised to take a margin of +/- 10% on account of the fluctuation.

Handwritten notes:
 1. 10% margin
 2. 10% margin
 3. 10% margin
 4. 10% margin
 5. 10% margin
 6. 10% margin

Chapter 2
Terms and Conditions of the Contract

1. All documents prepared by the bidder in the execution of the contract shall become and remain the property of the North DMC, and before termination or expiration of this contract, the bidder shall deliver all such documents to the North DMC under the contract along with the detailed inventory thereof.
2. **Performance Security:** The successful bidder shall submit a Performance Security @ 5% of the actual contractual amount within 15 (fifteen) days of receiving the LOI from North DMC and before execution of the contract. The Performance Security shall be in the following forms:
 - (a) 50% of the amount of Performance Security should be in the form of demand draft issued by a nationalized bank; and
 - (b) Remaining 50% of the amount of Performance Security should be in the form of unconditional and irrevocable Bank Guarantee of any nationalized bank in the form referred to in **Chapter 6 –Annexure -VI**.

In case supplier fails to deliver the items within delivery period or fails to comply with the terms and conditions of the contract and this RFP, the Performance Security submitted by the entity is liable to be forfeited. Performance Security shall be released after the completion of 6(six) months from the expiry of the term of the contract or in case of termination without cause. No interest will be payable by North DMC on the Performance Security.

3. The North DMC shall issue purchase orders on the Supplier for the supply of the Products ("Purchase Order"). It is expected that the first Purchase Order for the year 2014-15 may be issued first. Thereupon for the year 2015-16, the Purchase Order may be raised in the month of April/May. The aforesaid is however, provisional and the actual time of supply shall be governed by the specific Purchase Order. The North DMC reserves its rights to issue Purchase Orders either for part supply or full supply for any financial year.
4. The Products shall be required to be provided within the duration of two months from the date of the issue of the Purchase Order by the North DMC. However, the time period as prescribed in the Purchase Order shall govern the actual supply of the Products.

5. **Central Warehouse**

The successful bidder/applicant shall be required to deliver the Products in accordance with the requirements, which shall be ascertained by the successful Applicant/Bidder at its own cost and shall be delivered at locations specified in each of the following zones namely, City zone, SP zone, Karol Bagh zone, Civil Lines zone, Narela zone and Rohini zone

Handwritten notes:
City zone, SP zone, Karol Bagh zone, Civil Lines zone, Narela zone and Rohini zone
for supply of goods

respectively. The warehouses shall collectively be referred to as the Central Warehouse.

6. **Quality Control post execution of contract**

6.1 The successful Applicant/Bidder shall get the Products certified as regards the conformance to the standards mentioned in this RFP from any four (4) accredited labs which shall be specified by the Applicant/Bidder in details mentioned in Annexure II of Chapter 6 ("Specified Labs").

6.2 The successful Bidder shall provide a certificate of conformance to the specification as mentioned in this RFP from the Specified Labs at its own cost at each of the following stages:

(a) **Manufacturing:** During the manufacturing of the product, the successful Bidder shall get the product certified as per the specifications mentioned herein from the Specified Labs;

(b) **Factory test:** Upon completion of the product, any part of the Products shall also be tested and certified by the Specified Labs as per the specification provided herein;

(c) **Storehouse test:** Once the consignment is delivered to the Central Warehouse as designated by North DMC, the certification would be required concerning the Products received at the Central Warehouse of the North DMC and North DMC shall have the discretion to get the Products tested from any lab including but not limited to the Specified Labs; and

(d) **Subsequent test:** The North DMC reserves its rights to call upon the successful Bidder to provide a certification with respect to any part of the Products at any time during the subsistence of the contract. Alternatively, North DMC shall have the discretion to get the Products tested from any lab including but not limited to the Specified Labs.

6.3 **Ten (10)** pairs out of every 1000 pairs of the Products supplied by the successful Bidder shall be picked at random for testing. The pieces consumed in testing shall be replaced by the selected supplier without any additional cost. Expenses on account of providing such samples and testing as per clause 6.1 shall entirely be borne by the successful Bidder. The Bidder shall take into account the samples and the lab testing expenses while submitting its financial bid.

6.4 North DMC shall provide the addresses of the Central Warehouse in the Purchase Order where the Supplier shall provide the Products as per the contract.

7. **Performance Security and payment of remittance to North DMC:**

7.1 The successful Applicant/Bidder whose proposal has been accepted shall have to provide as Performance Security @ 5% of the actual contractual amount to North DMC. The Performance Security shall be in the form of a

9/2/2014
14/2/2014
J. C. Jaisankar
Asst. Director (Stores), DMC
North DMC, 1st Floor,
Opp. Oshin, 1st Cross,
1st Stage, 1st Cross,
1st Stage, 1st Cross,
1st Stage, 1st Cross

demand draft from a Nationalised Bank and an unconditional and irrevocable bank guarantee from a Nationalized Bank in the form provided in Annexure VI to Chapter 6 in the ratio of 50% each. This shall be provided to the North DMC maximum within 15 (fifteen) days from the date of issue of the LOI.

7.2 The Performance Security shall be valid throughout the Contract Agreement period and over and above this period for a minimum period of 180 days after the expiry of the Contract Agreement.

8. North DMC shall issue Purchase Orders in the form prescribed in Annexure IV of Chapter 6 for the supply of the Products in accordance with the terms and conditions of the contract and this RFP.

9. In the event of breakages or loss of Products during transit, the said quantity of Products will have to be replaced by the supplier. North DMC shall not be responsible for any transit insurance required by the supplier for the supply of the Products to the North DMC. The Products shall be replaced promptly during any stage in cases as stipulated herein without the requirement of any notice to the supplier.

10. The number of students as shown in Annexure 1 of this Chapter 1 is approximate and tentative requirement of the Products. It may increase or decrease. The rates of the Products should not vary with the quantum of requirement. The various sizes required for the Products have been provided in Chapter 3 of this RFP.

11. Other conditions not provided hereinabove shall be governed in accordance with the terms and conditions mentioned in the draft contract agreement provided in Chapter 5 of this RFP.

Sylwani
24/1/2014

J. C. JOSHI
Joint Director (Acad)
North DMC, New Delhi
110002

NORTH DELHI

CHAPTER – 3
SPECIFICATIONS AND TECHNICAL DETAILS WITH RESPECT TO THE SHOES

A. SPECIFICATION FOR SHOES

(a) **Colour of Shoes:** Black Shoes of PVC Sole with PVC Coated PC/PV Fabric (Woven or Non-woven) for upper (Black Colour)

(b) **Standard with respect to the Shoes:** IS: 1638 -1969 (Re-affirmed in 2011) issued with respect to the Specification for sizes and fitting of Footwear and issued by the Bureau of Indian Standards.

(c) **Class wise age system:**

Class-I	-	5+ to 6+
Class-II	-	6+ to 7+
Class-III	-	7+ to 8+
Class-IV	-	8+ to 9+
Class-V	-	9+ to 11+

(d) **Size wise requirement of shoes:**

Class	Size	Boys	Girls
Ist	11	16970	18030
	12	11249	12025
IInd	12	23600	22465
	13	15734	14977
IIInd	1	23590	23440
	2	16739	15628
IVth	3	23035	22246
	4	16357	14831
Vth	4	24146	24952
	5	16098	16636
		185418	185230

APPROX AGE	5	6	7	8	9	10	11	12
ENGLISH SIZE	11	12	13	1	2	3	4	5

[Signature]
 J. G. JOSH
 Addl. Director (Non-Def)
 Govt. School, (I) (G) Wash Bridge
 District Head Office
 New Delhi

B. OTHER SPECIFICATIONS

SPECIFICATION FOR BOYS & GIRLS SCHOOL SHOES

4. FORWARD

The design (as per sample enclosed) prescribed in this standard for boys & girls shoes has been developed primarily for school going boys & girls for sizes 9, 10, 11, 12, 13, 1, 2, 3 & 4. Keeping in view, the foot comfort as well as the factors for the healthy growth of their feet, wide fittings 'G' have been recommended. It is hoped that the educational authorities would popularize the shape and fitting recommended through their dress regulations for school going boys & girls.

1. SCOPE

This standard prescribes the requirements, methods of sampling and tests for boys and girls school shoes.

2. TERMINOLOGY

For the purpose of this standard, the definition given in IS 2050 : 1957 shall apply.

3. REQUIREMENTS

3.1 Material

Upper Material

- PVC coated on PC/PV fabric (waves or non-waves) for main part of upper - $1.8\text{mm} \pm 0.2\text{mm}$ thick.

Inset

- Fabric of thickness - $0.8\text{mm} \pm 0.2\text{mm}$ (top) & $0.7\text{mm} \pm 0.15\text{mm}$ (bottom) PVC finish on portion of thickness $2.3\text{mm} \pm 0.5\text{mm}$ (fabric surface towards PVC).

Buckle

- Steel buckle with nonproof coating measuring a width of the strap ranging from 12mm to 15mm shall be used.

Sole

- Expanded PVC material of high quality of density - $0.75 \pm 0.05\text{ g/cm}^3$.
- Last
- Round nylon lace diameter from $\pm 0.5\text{mm}$ to 6.5mm long $\pm 2\text{cm}$.

Eyelet

- Blindstitching
- Corner stitching
- Thread
- Black expanded nylon mesh - $4\text{mm} \times 4\text{mm}$ with water Nylon type of best grade quality - $16\text{mm} \times 2\text{mm}$ width.
- Striped cloth - $1.4\text{mm} \times 0.5\text{mm}$ thick
- Nylon thread - $40/3 \pm 0.02$.

Sd/-
14/02/2014
J. C. Jaisankar
Asst. Commr. (Education)
Muz. District Office, Mysore
5th Floor, 5th Cross, 5th
Cross, 5th Cross, 5th Cross

3.2 Shape and Design

The shoes shall be made to the pattern, shape and design as shown in Figure 1. The shoes shall be made on lasts in sizes 9 to 4 strings 'C' are recommended. If desired, the purchaser shall specify type, size and fitting of the last in the order contract.

3.3 Soling Pattern

3.3.1 The soling shall not include continuous lateral tread patterns or any other features, such as sharp corners at the base of the sole pattern, which may accelerate or cause premature crack formation.

3.3.2 The design should be such that the sole will have adequate skid resistance with cleat height of min. 1mm.

3.3.3 The minimum thickness of the sole shall not be less than 3mm.

3.3.4 Forepart thickness shall be 10mm (-1mm) + 5mm)

3.3.5 Heel thickness shall be 18mm ± 5mm

NOTE - The pattern of sole may have any special effect on the formation of premature cracks and safety or slippery surfaces.

3.4 Manufacture

3.4.1 The upper shall be closed with lock stitching using nylon threads. The number of stitches shall be 3 to 4 per centimeter. All loose ends of the threads shall be secured.

3.4.2 Upper shall be laced by using lasting machine.

3.4.3 Metal roller buckle shall be used according to the width of the strap.

3.4.4 The sole will be directly injected PVC expanded sole.

3.5 Finish

The upper of the shoe shall be finished by polishing and brushing to impart shine to the shoes.

3.6 Sole Hardness

The hardness of the sole shall be measured in not less than 4 days but not more than 90 days after moulding and when tested in accordance with the method prescribed in IS 12240 (Part 2) : 1988, after conditioning shall be within 70 ± 10 Shore 'A' (IRHD).

3.7 Volatility

When tested in accordance with IS 12240 (Part 2) : 1988 using test pieces of PVC compound taken from soling components respectively, the mean loss in mass of the three test pieces shall not exceed 2.0 percent.

Signature
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3.5 Lead Content

The lead content (as Pb) shall not be more than 2 ppm when determined in accordance with the method prescribed in IS : 2300 (Part 5) : 1988.

3.9 Resistance to cut growth (flexing test) for sole

When parts of sole are tested in accordance with the method prescribed in IS 12240 (Part 7) : 1988 the cut growth shall not be more than 300 percent after the test piece is subjected to 150 000 flex cycles.

The test pieces shall be cut parallel to the centre line of the sole. Measurement of cut growth shall be confined to the outer surface of the test piece depending on the conditions for use.

3.10 Resistance to flexing for upper

When parts of the upper are tested in accordance with the method prescribed in SATRA PM 55 (BALLY flexing), no cracking shall occur during 80,000 flex cycles.

3.11 Tear strength of upper material

When parts of the upper are tested in accordance with the method prescribed in SATRA PM 30, the value shall not be less than 3 kg.

4. SAMPLING AND CRITERIA FOR CONFORMITY

For the purpose of ascertaining the conformity of the material in a consignment of this specification, the scale of sampling and criteria for conformity shall be as prescribed in IS 205 : 1962.

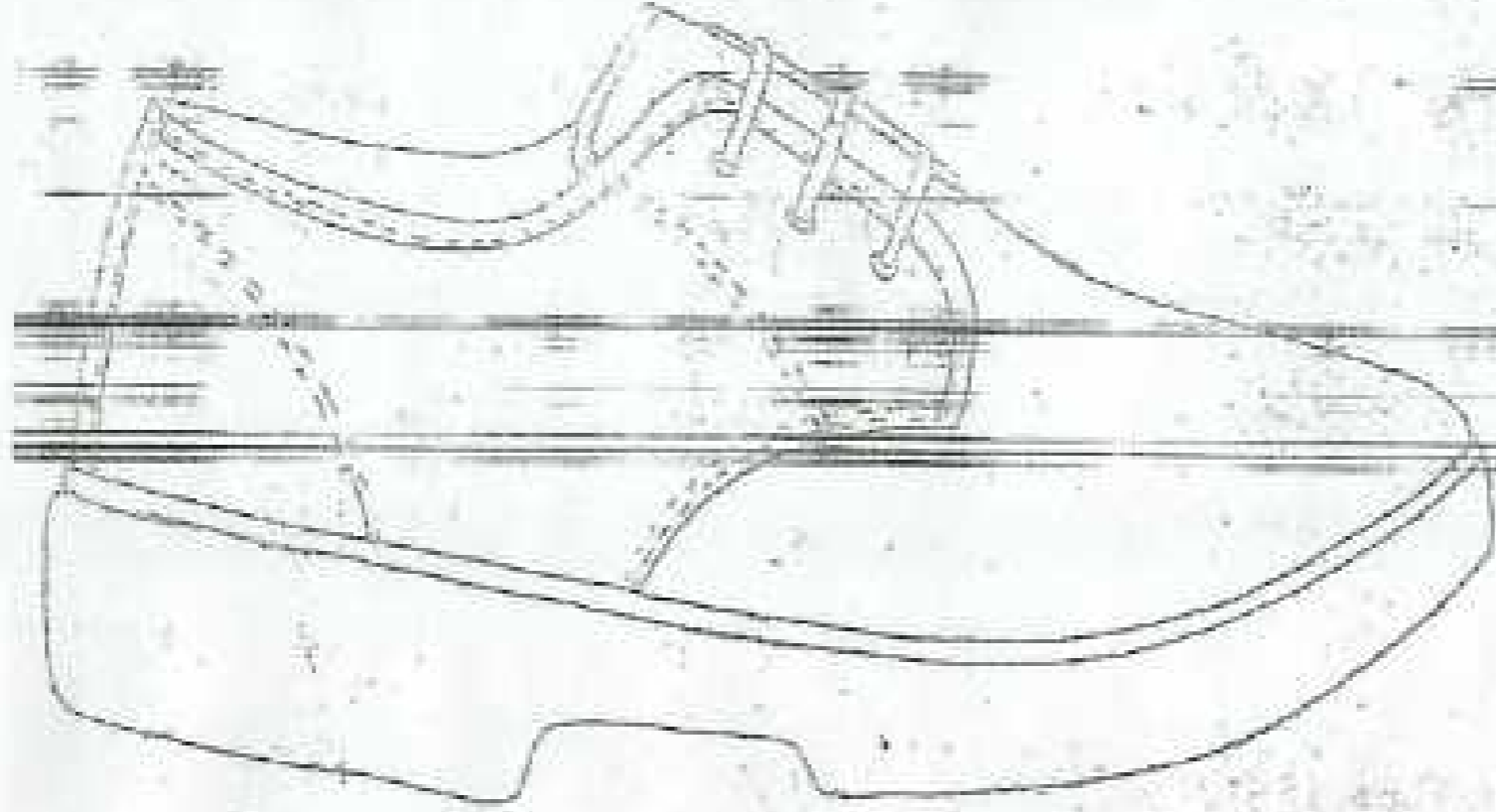
5. MARKING

The size and fitting of the shoe shall be legibly stamped on the wrist of the full sock. The manufacturer's name or recognized trademark, if any, together with the year of supply may also be legibly stamped on the wrist of sock.

6. PACKING

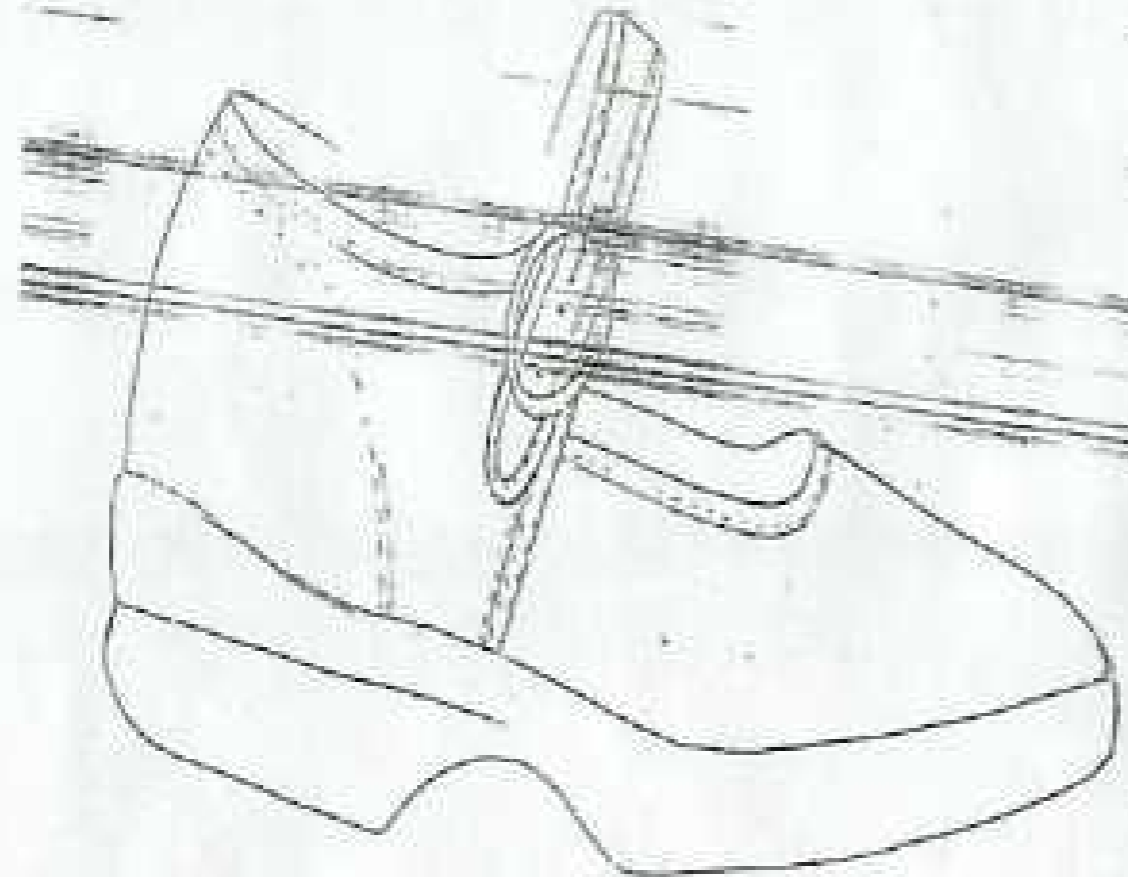
- Each pair of shoes shall be wrapped in tissue paper and put in a cardboard carton.
- Each carton shall be marked with the size and fitting of the shoes.

Sd/-
12/2/14
J. C. ...
...
...



Boys School Shoe

Signature
M. P. M.
M. P. M.
M. P. M.
M. P. M.



GIRLS

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Shobana
Kuliyath

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2. C-2014
3. C-2014
4. C-2014

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