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PART-I

**REQUEST FOR PROPOSAL**  
**FOR**  
**"SUPPLYING AND INSTALLATION OF**  
**OUTDOOR FITNESS EQUIPMENTS AT VARIOUS**  
**LOCATIONS IN NDMC AREA"**



नई दिल्ली नगरपालिका परिषद

**EXECUTIVE ENGINEER (CONNAUGHT PLACE)**  
**CIVIL ENGINEERING DEPARTMENT**  
**NEW DELHI MUNICIPAL COUNCIL**  
**1611, 16<sup>TH</sup> FLOOR PALIKA KENDRA**  
**SANSAD MARG, NEW DELHI-110001**  
**[www.ndmc.gov.in](http://www.ndmc.gov.in)**

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## DISCLAIMER

This request for proposal (RFP) contains brief information about the Project, Qualification Requirements, Eligibility Criteria and the Selection process for the successful bidder. The purpose of this RFP documents is to provide bidders with information to assist in the formulation of their proposal ('proposal').

The information ('Information') contained in this RFP document or subsequently provided to interested parties (the bidder(s)), in writing by or on behalf of New Delhi Municipal Council (NDMC) is provided to Bidder(s) on the terms and conditions set out in this RFP documents and any other terms and conditions subject to which such information is provided. This RFP document does not purport to contain all their information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for NDMC, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain Bidders may have a better knowledge of the proposed Project than others. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. NDMC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document and information provided hereunder is only to the best of the knowledge of NDMC.

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

This RFP, along with its Annexures, is not transferable and will be issued only to the interested Bidding Company or the Lead Member of the interested Bidding Consortium. The RFP and the information contained therein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). In the event that the recipient does not continue with its involvement in the Project in accordance with this RFP, this RFP must be kept confidential.

This RFP document is not an agreement and is not an offer or invitation by NDMC to any other party. The terms on which the Project is to be developed and the right of the successful bidder

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shall be as set out in separate agreement contained herein. NDMC reserves the right to accept or reject any or all proposals without giving any reasons thereof. NDMC will not entertain any claim for expenses in relation to the preparation of RFP submissions.

Neither New Delhi Municipal Council, nor its employees and advisors/consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award of the Project, the information supplied by or on behalf of NDMC or its employees, any advisors/consultants or otherwise arising in any way from the selection process for the said Project.

The purchaser of the RFP, which may be the Bidder or the lead Member of the Bidding Consortium and on behalf of each Member of such Consortium, shall be deemed to have confirmed that the Bidders are fully satisfied with the process of evaluation of the Responses and the NDMC's decision regarding the qualification or disqualification or short listing of the Bidders. The Bidders hereby expressly waive any and all objections or claims in respect thereof.

This RFP may be withdrawn or cancelled by NDMC at any time without assigning any reasons thereof. NDMC further reserves the right, at its complete discretion to reject any or all of the Bids without assigning any reasons whatsoever.

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## DEFINITIONS

Any capitalized term, used but not defined in this RFP, shall have the meaning ascribed to such term in the RFP Documents. In absence of availability of definitions in the foregoing references, the capitalized terms shall be interpreted in accordance with the Government of India Guideline or any other relevant law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order;

**"Bid"** shall mean Technical Bid and Financial Bid submitted by the Bidders, in response to this RFP, in accordance with the terms and conditions thereof;

**"Bidder"** for the purpose of the RFP, shall mean Bidding 'Company' (including its permitted successors and legal assigns subject to fulfilment to conditions given in 'RFP') or the lead Member of interested Bidding Consortium (including permitted successors and legal assigns of its Members subject to fulfilment of conditions given in 'RFP') which meets the Qualification Requirements / Eligibility Criteria as specified in the 'RFP' and has been allowed by NDMC based on its Response to 'RFP' for submission of Bid;

**"Bidding Company"** for the purpose of the RFP, shall refer to such single company (including its permitted successors and legal assigns subject to fulfilment of conditions as given in 'RFP') which meets the Qualification Requirements / eligibility criteria for submission of Bid;

**"Bidding Consortium"** or **"Consortium"** for the purpose of the RFP, shall refer to such group of companies (including its permitted successors and legal assign subject to fulfilment to conditions given in 'RFP') which meets the Qualification Requirements / Eligibility Criteria as specified in the 'RFP' and has been short-listed by NDMC based on its Response to 'RFP' for submission of Bid;

**"Bidding Guidelines"** shall mean the procedure/ methodology/ prescribed herewith in RFP for calling the proposal, selection and finalization of successful bidder for carrying out agreement for execution of the project;

**"Bid Deadline"** shall mean the last date and time for submission of proposal in response to this RFP, specified herewith;

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**"Change in Ownership"** shall mean change of ownership of the Bidder / Member in a Bidding Consortium by way of merger / acquisition / amalgamation/ reorganization /consolidation/ demerger;

**"Conflict to Interest"**: A Bidder shall be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process if they have a relationship with each other, directly or through a common company, that puts the main position to have access to information about influence the Bid of another Bidder;

**"Performance Security"** shall have the meaning as the interest free Performance Security equivalent to 10% (Ten Percent) of total awarded amount for the project, in the form of Bank Guarantee/ Demand Draft from a Scheduled Bank in the Prescribed form herein and it has to be submitted within Seven Days from the day of issue of LoA, with the validity up to the end of the contract period.

**"Evaluation Committee"** shall mean the Sub-Committee constituted by the Chairperson, NDMC for carrying out the evaluation of Technical bid of the bidders as per the details elaborated in the RFP;

**"Financial Bid"** shall mean, the Bidder's Financial Quote for Outdoor Fitness Equipments item wise including the all Charges as defined herein the RFP and quote for Annual Maintenance Charges (thereafter called as 'AMC') in the prescribed format given at Annexure – 6 of this RFP;

**"Fitness Equipment Provider"** or **"Contractor"** shall mean the successful bidder, who has to execute the Agreement to carry out the 'project' for 'Supplying, Installation and Maintenance of Outdoor Fitness Equipments in NDMC area' as per the terms of the Agreement;

**"Lead Member of the Bidding Consortium"** or **"Lead Member"** shall have the meaning as the authorised / permitted member of the Consortium (including the permitted successor and Legal assigns of the member of the consortium) for fulfilment of conditions given in the RFP and submitting the proposal to NDMC as per this RFP;

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**"Letter of Award" or "LoA"** shall mean the letter to be issued by NDMC to the successful Bidder, who has been identified as the Selected Bidder or prospected bidder after the process given in the RFP for awarding the project for execution;

**"NDMC"** shall mean 'New Delhi Municipal Council' or its authorized representative for carrying out the process for selection of 'Successful Bidder' or 'Selected Bidder' or Fitness Equipment Provider as defined in this RFP and to execute the Agreement to carry out 'Supplying, Installation and Maintenance of Outdoor Fitness Equipment in NDMC area' as per terms of the agreement and RFP;

**"Project" or "The Project"** shall mean the execution of the work for 'Supplying, Installation and Maintenance of Outdoor Fitness Equipment in NDMC area' as per terms of the agreement and RFP;

**"Successful Bidder" or "Selected Bidder"** shall mean the Bidder selected pursuant to this RFP for the work 'Supplying, Installation and Maintenance of Outdoor Fitness Equipments in NDMC area' as per the terms of the RFP Documents;

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## 1. INTRODUCTION AND GENERAL INSTRUCTIONS

### INTRODUCTION

- 1.1 New Delhi Municipal Council (NDMC) hereby invites the proposal from eligible bidders, as per the terms and conditions described elsewhere in this RFP document, with requisite financial, managerial and technical expertise and experience for **'Supplying, Installation and Maintenance of Outdoor Fitness Equipment at various locations in NDMC area'**.
- 1.2 There are approximate **18 (eighteen)** locations where the equipment <sup>is to</sup> could be placed (as per Schedule - A). The locations may be altered as per requirement at the time of actual execution of work and as per site feasibility. The number of locations may also deviate by  $\pm 5$  locations.
- 1.3 This document outlines the overall scope of the Project, sets out the basic requirements for the proposal and provides the evaluation criteria to be used for the selection process for finding out the successful bidder and for awarding the project. The objectives of the RFP are to evaluate the Proponent's Experience, Technical Expertise, Project Methodology, Eligibility Criteria, Schedule / Annexure and Financial capability of the Bidder and to select the successful bidder for executing the work of **'Supplying, Installation and Maintenance of Outdoor Fitness Equipments at various locations in NDMC area'**.

This should be as per the manual

### GENERAL INSTRUCTIONS

- 1.4 The RFP Document will be available on sale from the following address on submission of a written application for the same and upon payment of a price of Rs 5000/- (Five thousand only) by way of a Demand Draft/ Pay Order drawn in favour of **'Secretary, New Delhi Municipal Council'** payable at **'New Delhi'**. The cost of this RFP document shall be non-refundable.

OFFICE OF THE EXECUTIVE ENGINEER (CP),  
CIVIL ENGINEERING DEPARTMENT,  
NEW DELHI MUNICIPAL COUNCIL,  
ROOM No. 1611, 16th FLOOR, PALIKA KENDRA,  
SANSAD MARG, NEW DELHI-110001.

- 1.5 The Bid document can also be downloaded from the official website of the NDMC (i.e. **www.ndmc.gov.in**). In case the document is downloaded, the cost of bid document (i.e. Demand Draft/ Pay Order of Rs. 5000/- (Five Thousand only) drawn in favour of **'Secretary, New Delhi Municipal Council'** payable at **'New Delhi'**) has to be submitted

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by the bidder to NDMC along with the submission of the bid.

1.6 The Bid Schedule is as under:

S. No.	Activity	Date and Time (IST)	Venue
1	Sale of the RFP Document	From <u>03-12-2015</u> to <u>20-12-2015</u> between 1500 hrs. to 1700 hrs. on all working days.	OFFICE OF THE EXECUTIVE ENGINEER (CP), NEW DELHI MUNICIPAL COUNCIL, ROOM NO. 1611, 16 <sup>TH</sup> FLOOR, PALIKA KENDRA, SANSAD MARG, NEW DELHI-110001
2	Pre-Bid Meeting	On <u>16-12-2015</u> at 1130 hrs.	OFFICE OF CHIEF ENGINEER (CIVIL-1), 1501, 15 <sup>TH</sup> FLOOR, PALIKA KENDRA, SANSAD MARG, NEW DELHI - 110001
3	Receipt of Queries	Up to 1700 hrs on <u>14-12-2015</u>	OFFICE OF THE EXECUTIVE ENGINEER (CP), NEW DELHI MUNICIPAL COUNCIL, ROOM NO. 1611, 16 <sup>TH</sup> FLOOR, PALIKA KENDRA, SANSAD MARG, NEW DELHI-110001
4	Date of submission of Bids	On <u>21-12-2015</u> from 1000 hrs. up to 1500 hrs. followed by opening of technical bids at 1530 hrs.	OFFICE OF THE EXECUTIVE ENGINEER (CP), NEW DELHI MUNICIPAL COUNCIL, ROOM NO. 1611, 16 <sup>TH</sup> FLOOR, PALIKA KENDRA, SANSAD MARG, NEW DELHI-110001

1.7 NDMC reserves the right, without any obligation or liability, to accept or reject any or all the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any of the terms and conditions at any time, without assigning any reason whatsoever. Changes, if occurred, will be posted on [www.ndmc.gov.in](http://www.ndmc.gov.in).

1.8 All correspondence with respect to this RFP should have clearly marked on the top of envelope:

**"Supplying, Installation and Maintenance of outdoor fitness equipment at various locations in NDMC area"**

1.9 The bidder must provide all the information as requested for in the RFP Document. NDMC reserves the right to reject any offer that does not contain all the information

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requested thereof.

- 1.10 NDMC shall not entertain any 'Post Submission Date communication' from the bidder with respect to the proposals. However, after the submission of the RFP document and other supporting documents by the bidder, NDMC reserves the right to call for additional information/ clarifications from bidders, if needed. The bidders should furnish such requirements/ information within such time as may be permitted by NDMC.
- 1.11 The bidder as a token of acceptance of all conditions, shall be required to sign with stamp on every page of the RFP Document including addendum/ query (if any), other enclosures provided herewith as annexures and any other submissions by the bidder.
- 1.12 Bidders should familiarize themselves with the procedures and time frames required for fulfilling all formalities described in this RFP.
- 1.13 All Bidders are required to ensure compliance with all the information, instructions, standards and codes mentioned in this RFP.
- 1.14 A draft of the contract agreement to be entered with NDMC by the successful bidder for executing the project '**For Supplying, Installation and Maintenance of Outdoor Fitness Equipments at various locations in NDMC area**' is given along with this RFP Document. The RFP, Technical Bid, Financial Bid, Minutes of Pre-Bid Conference and all subsequent communications with the bidders shall be part of the Agreement. Contract Agreement will be executed by the successful bidder after issue of the letter of Award. ✓
- 1.15 This document constitutes no form of commitment on the part of NDMC, whether in respect of the bidding process or otherwise. Furthermore, this RFP document confers neither the right, nor the expectation on any bidder to participate in the bidding process.
- 1.16 NDMC reserves the right to reject any or all of the bidders including the lowest bidder, if it considers necessary to do so, and or to withdraw from the bidding process or any part of the bidding process or to vary any of the terms at any time without giving any reason. Nothing contained herein shall confer right upon a bidder or any obligation upon NDMC.
- 1.17 Nothing in this RFP Document or in any communication issued by NDMC or any of their advisers or officers or employees shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.

## 1.2 SCOPE OF PROJECT

The Scope of Project is intended to define the work activities as accurately as possible. The Proponent is encouraged to use innovation when developing its proposal and

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propose revisions or alternatives that are considered beneficial to the project. NDMC is seeking proposals for '**Supplying, Installation and Maintenance of Outdoor Fitness Equipment at various locations in NDMC area**'. These Outdoor Fitness Equipments have also to be maintained for five years including the One year warranty in Supplying, Installation and Maintenance of Outdoor Fitness Equipments.

All the Outdoor Fitness Equipments shall be complied with the specified standards as per the indicative designs/ layouts defined herein in this RFP. All the Outdoor Fitness Equipments shall be suitable, safe & durable and to be designed to withstand outdoor intense use by General Public and meeting all the relevant specifications, certifications, and shall be assembled & installed as per the manufacturer's specifications/ guidelines.

## 2. GENERAL TERMS AND CONDITIONS

- 2.1.1 The bidder must provide all the information requested in the RFP Document along with the details of all the outdoor fitness equipments from the manufacturer and the detailed specifications with regard to size, design, material and conforming to the relevant standards/ specifications.
- 2.1.2 Bidder must provide all the details/ information regarding the safety precautions for the users for all the outdoor fitness equipments and also inform the authorized/ reputed agency available in Delhi/ NCR for certifications of the installed outdoor fitness equipments in NDMC area as per the relevant standard/specifications.
- 2.1.3 The bidder has to quote the financial offer in prescribed performa as per Annexure – 6 in the RFP. Cost for Supplying and Installation of Outdoor Fitness Equipments in NDMC area shall be in Part – A and cost for Annual Maintenance Charges (AMC) for 2<sup>nd</sup> to 5<sup>th</sup> year shall be in Part – B.
- 2.1.4 Bidders shall be ranked L1, L2, L3, ... etc. on the basis of total financial offer of each bidder and the total financial offer will be consisting of financial offer for Part – A and financial offer for Part – B. The selection of successful bidder will be done on the basis of the lowest bid (L1).
- 2.1.5 The cost of each Outdoor Fitness Equipment has to be quoted inclusive of all the taxes and Comprehensive Insurance for Supplying & Installation (including the required foundation etc.) of Outdoor Fitness Equipments at various locations in NDMC area with one year warranty and AMC in Annexure – 6 of RFP. Nothing will be paid extra on quoted rate.
- 2.1.6 The cost of AMC for 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> year and the cost of consumable parts, which are to be replaced during the AMC period due to Tear & Wear or damaged or need to be

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replaced, are to be quoted in the prescribed performa given in Annexure – 6 of RFP, year wise for 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> year. An item wise list of these parts (consumable parts) has to be submitted separately with expected quantity for each equipment required during the AMC period. But these shall not be limited to the specified one only, and the maintenance shall not be restricted to the items and the quantities. The outdoor fitness equipments shall not be idle due to non replacement of any of the parts at any period during the AMC period.

#### 2.1.7 PAYMENT TERMS

- (a) Running payments will be made as per progress of the work.
- (b) All the levies such as Tax. Cess, EPS, ESIC etc. and Service Taxes imposed by Government of India/ Government of NCT of Delhi time to time will be deducted from running payments.
- (c) The successful bidder/ contractor will get insured all the Outdoor Fitness Equipments from reputed insurance company every year in advance and submit the insurance certificates/documents to NDMC.
- (d) The contractor shall at its sole expense and risk carry out procurement, installation, management and maintenance.
- (e) The cost of consumable parts of each fitness equipment for 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> year shall be paid as per the actual consumption subject to maximum 10% of the cost of that fitness equipment, if more such parts are required for serviceability of the fitness equipment, then the same shall be provided by the bidder/contractor himself on his own cost and nothing will be paid extra. The cost for consumables like oiling, greasing, polishing, painting and denting, welding, nut & bolts etc. has to be included in the cost of AMC.
- (f) The cost for providing and installation of **information sign boards (Instructional Sign)** regarding each Outdoor Fitness Equipment, Safety Precautions, Age of Users, Contact Name and Number in case of emergency and complaints along with the QR CODE (as per applicable) etc. is to be quoted separately along with the cost of Outdoor Fitness Equipment in the prescribed Performa given in Annexure – 6 of RFP.
- (g) The complete payment for Part – A shall be made after completion of Part-A and after deduction of all mandatory deduction mentioned herein, subject to 65% (sixty five per cent) of the total awarded value of the project or cost of Part-A, whichever is less. The payment for Part-B shall be made in quarterly basis after deduction of all mandatory deduction mentioned herein.
- (h) If there is any balance amount left on account of supplying and installation of outdoor fitness equipment as per the above, the remaining part (65% (sixty five per

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cent) of the total awarded value of the project minus the cost of Part-A) would be released in equal instalments after the end of 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> years, along with applicable amount of part-B, if all terms and conditions of annual maintenance of the agreement are complied with satisfactorily by the contractor.

- 2.1.8 The Contractor shall carry out installation at the locations provided in strict compliance with all applicable laws.
- 2.1.9 Contractor is required to first obtain NDMC's written approval on his proposed drawings and specifications of all plans. If NDMC is not satisfied and raises any objections, the contractor shall be required to appropriately amend/ modify his scheme/ plans within a reasonable time frame and seek NDMC's approval once again. The deputed engineers of NDMC will have full and unfettered access to inspect and check the materials before and after installation. All instructions issued by them in this regard will be complied with in full and within time stipulated by the Engineer-in-Charge. No claim or compensation will be sought by the contractor on this account.
- 2.1.10 The Successful bidder/ Contractor shall be solely responsible and liable, at his own cost for all maintenance, upkeep and repairs of the equipments and its entire components up to completion of the work. The contractor shall also carry out rectification of defects in the design or construction of any component of the works at its own cost up to completion of project.

## 2.2 ELIGIBILITY CRITERIA

- 2.2.1 The bidder can be a reputed firm, National/ Multinational, Proprietor, partnership firm, registered, public or private limited company incorporated under the provisions of Indian Companies Act, 1956 or a consortium.
- 2.2.2 The bidder should be legally competent to enter into contract as per prevailing laws.
- 2.2.3 Proposal submission by an Unincorporated Consortium:
  - I. There can be a maximum of 3 (three) members in a Consortium.
  - II. The Lead Member, independently, shall be required to satisfy the Financial Capability mentioned in Clause 2.2.4 (ii). However, for the Technical Capability, as laid down in Clause 2.2.4 (i), the aggregate Technical Capability of the Consortium members shall be considered.
  - III. Each and every stock holder of the Consortium must have at least 26% (Twenty Six Percent) stacks in the Consortium.
  - IV. A certified copy of Current Memorandum and Articles of Associations or other relevant constitutional document (where relevant) and those for knowing the stake of at least 26% (Twenty Six Percent) in the Consortium as stipulated in the above para shall be submitted by the bidder.

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- V. Any material changes in the membership of a Bidder will be rejected by NDMC. Proposals submitted by a Consortium must provide a written Consortium Agreement, signed by each member in that Consortium which describes the responsibilities and proposed equity commitments of each member in the Consortium. One of the Consortium members would be required to be nominated as Lead Member with fulfilling the aforesaid requirements and the same shall also be mentioned in the Consortium Agreement. The Consortium Agreement shall be as per the format attached in **Annexure 11**.
- VI. The Consortium shall, inter alias formed as a Special Purpose Company (SPC) registered in India for the implementation of the Project. The SPC would enter into the Contract Agreement and subsequently carry out all the responsibilities of the Successful Bidder and undertake the Project as stipulated in the Contract Agreement. The shareholding of the each members of the Consortium in the SPC must be minimum 26% (Twenty Six Percent) in compliance with the criteria specified in the RFP document. However, the membership structure of the Bidder shall not be changed by the Bidder without NDMC's prior written approval. The equity share holding of each member in the Consortium shall not be changed till the successful completion/implementation of project and shall not be less than 26% (twenty six per cent) during the AMC Period.
- VII. In addition to the above obligations, the Lead Member of the Consortium shall maintain a minimum equity component of at least 26% for the entire Five years.
- VIII. Members of the Consortium shall be liable jointly or individually for the execution of the Project in accordance with the terms of the Contract Agreement and a statement to this effect shall be included in the Consortium Agreement mentioned above, as well as in the Proposal and in the Contract Agreement. NDMC may require such documents/ undertakings/ indemnities as it may deem fit from Consortium members before or at the time of issuance of letter of Award/ signing of Contract Agreement.
- IX. Each of the Consortium members shall be required to furnish a Deed of Guarantee as per the format laid down in **Annexure 12**, towards the SPC, including an irrevocable Board Resolution from such Consortium members, pledging their financial strength and technical support and their expertise towards the implementation of the Project.
- X. The Lead Member nominated at the time of submission of the Proposal shall continue to be the Lead Member of the SPC. Such Lead Member shall hold authorization in the form of Power of Attorney. The Proposal must designate one or more person(s) to represent the Bidder in its dealings with NDMC. Unless specifically advised to the contrary, NDMC will assume that the person(s)





designated is authorized to perform all tasks, including, but not limited to, providing information, responding to enquiries and entering into contractual commitments on behalf of the bidder or the Consortium as the case maybe. Any and all limitations on the authority of the designated person (s) should be detailed in the Proposal.

- XI. Each member of the Consortium shall submit a signed letter (on the company's Letter Head) with the Proposal, which states that the said member:
- (a) has reviewed the entire Proposal submitted to NDMC.
  - (b) is in accord with each key element of the Proposal, including, but not limited to its technical and price components, description of the member's responsibilities and commitments to the Project, and the designated person(s) who will represent the Consortium during the negotiation process. Any substantive exception or caveat should be addressed in the enclosed letter.
  - (c) has participated in only one Proposal for this Project.
  - (d) each of the Consortium members will be jointly and individually liable to NDMC.
- XII. All pertinent information that may affect the performance of the responsibilities of any Consortium member – such as ongoing litigation, financial distress, or any other such matter – must be disclosed.

2.2.4 Only those bidders whosoever are meeting the following **Eligibility Criteria**, will be "Qualified" for the opening their Technical bid.

(i) **Technical Capability**

- a) Bidders or Consortium must be a registered Indian company having Office in Delhi / NCR.
- b) Outdoor Fitness Equipment shall be conformed to DIN / ASTM / European Standard / BIS, etc. and shall be manufactured by ISO: 9001 / ISO: 14001 certified company.

(ii) **Financial Capability**

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- a) The bidder should have average annual financial turnover of Rs.2 Crores from the ~~outdoor fitness~~ <sup>health</sup> equipments works during the last three years ending up to 31st March 2015.
  - b) The bidder should have a solvency of Rs. 90 lacs from the Scheduled Bank.
  - c) The bidder should not be black listed from any organisation during last three years. Bidder will give an affidavit confirming the same.

- (iii) All proposals submitted in response to the 'Request For Proposal' Document Package shall be accompanied by a 'Bid Security' of Rs. 6,00,000/- (Rupees Six lacs) in the form of Demand Draft / Bank Guarantee from a schedule Bank pledged in
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favour of 'Secretary, NDMC'.

- (iv) In case the document is downloaded, the cost of bid document (i.e. Demand Draft/ Pay Order of Rs 5000/- (Five thousand only) drawn in favour of 'Secretary, New Delhi Municipal Council' payable at 'New Delhi') has to be submitted by the bidder to NDMC.
- (v) All financial documents in respect of eligibility criteria or otherwise mentioned in the RFP should be issued/ duly audited by a registered Chartered Accountant.

## 2.3 VALIDITY OF BIDS

The proposals shall be valid for Ninety (90) days from the opening of the bids.

## 2.4 DEVIATION LIMIT

Deviation limit for the project would be  $\pm$  five locations in NDMC area.

## 2.5 EVALUATION OF TECHNICAL BID

2.5.1 The following criteria, but not restricted thereto, will be used to evaluate Technical bid for obtaining Technical Score:

S. No.	Parameters / Particulars	Maximum Marks	Marks Obtained
<b>A</b>	<b>Safety Standard and Quality Certification (25)</b>		
	<ul style="list-style-type: none"> <li>Outdoor Fitness Equipment shall be confirmed to DIN / ASTM / European Standard / BIS, etc.</li> </ul>	10	
	<ul style="list-style-type: none"> <li>Outdoor Fitness Equipments shall be manufactured from ISO: 9001 / ISO:14001 certified company.</li> </ul>	5	
	<ul style="list-style-type: none"> <li>Third Party Certification by International Agency such as IPEMA, TUV, CPSC etc. for independent safety testing and certification.</li> </ul>	10	
<b>B</b>	<b>Design, durability &amp; serviceability (25)</b>		
	Material and reliable resistance mechanics	5	
	Design, aesthetics, Vandalism proof Design and weather resistance	10	
	Instructional signage and features in QR codes that user can scan with a smart phone to watch instructional information's.	10	
<b>C</b>	<b>Maintenance Strategy and Manpower deployment (25)</b>		

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	<ul style="list-style-type: none"> <li>Weekly (10) / Monthly (8) / Quarterly (6)</li> <li>Complaint Redress System including replacement of parts in a day (8) / two day(6) / three day (4)</li> <li>Exclusive Manpower deployed to the project (Minimum Two)</li> </ul>	10 8 7	
<b>D</b>	<b>Experience of executing similar works of outdoor fitness equipment in last three years: (25)</b>		
	<ul style="list-style-type: none"> <li>Number of similar outdoor fitness equipment installed in India / Abroad and number of works carried out</li> <li>Average turnover from similar outdoor fitness equipments (10) ≥ 5 Crore (10) ≥ 2 Crore (6)</li> <li>Number of Annual Maintenance work for outdoor fitness equipment more than three years old</li> </ul>	10  10  5	
	<b>A+B+C+D</b>	<b>Total</b>	<b>100</b>

2.5.2 Only those Bidders who have secured Technical Score of **70 marks** or above out of 100 marks (as mentioned in the Sub clause no. 2.5.1) shall be considered for further evaluation including evaluation of their Financial Bid.

2.5.3 Evaluation of Proposals will be by a Sub-Committee or Evaluation committee formed by NDMC.

## 2.6 TRANSFER OF PROJECT WORK

2.6.1 During the EXECUTION of the PROJECT i.e. **100 (one hundred) days** from the date of signing of Contract, the successful bidder / Contractor shall not transfer, assign or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the project or to use any part thereof. All the equipments installed under this contract shall be the assets of NDMC exclusively.

2.6.2 The project site can only be used for installation of outdoor fitness equipments.

## 2.7 INSTALLATION OF OUTDOOR FITNESS EQUIPMENT ON STRONG FOUNDATION

2.7.1 The Locations where the Outdoor Fitness Equipments are to be placed will be informed by NDMC after the signing of Contract Agreement. Than the successful bidder/ contractor will make foundation, etc. as per requirements for installation of Outdoor Fitness Equipments. They install the equipments in the said premises at their own cost

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and expenses. No alterations or damage should be caused to the area. In case any damage is caused to NDMC's assets/premises by the successful bidder/ Contractor, the cost of same shall be recovered from the successful bidder/ contractor by NDMC. The contractor will make his own arrangements at his cost to get the equipments installed/erected strictly as per the approval given by the NDMC.

- 2.7.2 The space arrangements for Outdoor Fitness Equipments shall be strictly as per NDMC's approval in accordance with the standard. The quality of Outdoor Fitness Equipments and its foundation shall be of very high standards and sound enough and it should not spoil the look/aesthetics of the project site. If in the opinion of NDMC, the quality/standard of Outdoor Fitness Equipments and its foundation is not up to the mark, NDMC may instruct replacement of such Equipments and the same shall be binding on the contractor to demolish and recast the constructed foundation. No claim in the sub-standard material / equipments / foundation etc. will be entertained by the NDMC.
- 2.7.3 The structural design of the cement concrete foundation for all the Outdoor Fitness Equipment shall be vetted from reputed institution like IIT's, DTU, NCB - Ballabgarh etc.
- 2.7.4 After installation of the Outdoor Fitness Equipments, a safety certificate is to be issued by the Third party Quality assurance agency or reputed approved Agency for certification for safely installation of Outdoor Fitness Equipment for Open area for General Public and the equipments are installed as per the required standard/ specifications of the manufacturer.
- 2.7.5 All the Outdoor Fitness Equipments at the location shall be installed in one lot and simultaneously at not more than six locations, the work shall be carried out.
- 2.7.6 The Fitness Equipment Provider/ Contractor at his own cost shall take the necessary statutory certificates and approvals.
- 2.7.7 The Fitness Equipment Provider/Contractor should maintain such equipment in a neat and good working condition during AMC period and shall apply with all applicable laws and ordinances.
- 2.7.8 The Fitness Equipment Provider/ Contractor will ensure that the installed Outdoor Fitness Equipments are in good working condition and safe for General Public all the time.
- 2.7.9 The Fitness Equipment Provider/ Contractor shall ensure that all the equipments are properly assembled and fitted. No claim for damages or compensation for inconvenience in this regard will be entertained by NDMC.

## 2.8 TIME ALLOWED TO SUPPLY & INSTALL THE EQUIPMENTS

The Fitness Equipment Provider/ Contractor shall submit Plans/ Time Line and preliminary schedules to NDMC within **7 (Seven) days** from the date of signing of the

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contract agreement. Contractor should complete installation of all equipments within **100 (one hundred) days** from the date of signing of the contract agreement. Any extension of time schedule will be at the discretion of NDMC. Failure to comply the time schedule described in the agreement for execution of the project, will invite the penalty @ 1.0% (One per cent) of the cost for Part-A per week for delay subject to a maximum of 10% (Ten percent) of the cost for Part - A. NDMC may rescind/ terminate the work as per the Termination Clause - 6.0 of the RFP.

## **2.9 THE SPECIFICATIONS, MATERIALS AND SCHEMATIC LAYOUT OF EQUIPMENTS**

2.9.1 The specifications and material for outdoor fitness equipments are given in Schedule – B and the schematic layout for outdoor fitness equipments are given in Annexure - 9 for information purpose. However the same may differ as per the manufacture's specification and its layout plan/ design for all the outdoor fitness equipments as mentioned in Annexure-6, for which all the details are to be submitted by the bidder in Technical Bid invariably such as;

2.9.2 Single line layout plan of the location, where equipments are to be installed.

2.9.3 Equipment Layout& its specifications with materials,

2.9.4 Precautions and standards for maintaining equipments,

2.9.5 Provisions and measures for safety.

## **2.9.6 SAFETY AND SECURITY MEASURES**

- a. The successful bidder / Contractor shall be solely responsible and liable, at his own cost, for all maintenance, upkeep and repairs of the equipments and its entire components up to completion of the work. The contractor shall also carry out rectification of defects in the design or construction of any component of the works at its own cost up to completion of project.
- b. The successful bidder / Contractor shall be responsible at its cost, for procurement, transport, receiving, unloading and safe keeping of all equipment and other things required for the installation and maintenance of the equipments.

## **2.9.7 COMPREHENSIVE REPAIR AND PENALTY CLAUSE**

The Fitness Equipment Provider/ Contractor shall bear the cost of day-to-day repairs and maintenance including cost of all the parts as defined herein. All repairs shall be the responsibility of Bidder. The contractor will keep sufficient stock of the spares required frequently to attend the complaint within reasonable time.

- a. Small Complainants to be attended within 24 hours.
- b. Major complaints to be attended within 3 days.

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- c. In case of non attending the complaints within the stipulated time, a penalty of **Rs. 500/- per day** for each equipment will be deducted from the running bills. In case of vandalism or theft, the cost of the parts of equipment will be claimed by the vendor from the insurance company. Time allowed for repair/ replacement will be **30 days** for the parts which are not readily available, irrespective of the settlement of the claim with the insurance company.

### **2.9.8 ALTERATION AND RENOVATIONS**

- a. The Fitness Equipment Provider/Contractor will be allowed to carry out any alterations or renovations, for which the Contractor will need to take prior written approval from NDMC through a written approval from NDMC through a written notice prior to commencement of any alteration works, if necessary NDMC reserves the right to ask for and review the renovation plan/ drawings before providing consent.
- b. The Fitness Equipment Provider/Contractor will be responsible for the costs of removing debris from the premises and will be responsible for all damage to the common areas like parks, lawns, etc during the process of alteration. The Contractor will have to bear the cost of the damages.

## **3.0 TENDERING PROCEDURE AND SCHEDULE**

### **3.1 PRE-BID MEETING**

- 3.1.1 Queries and their Response Pre-bid meeting shall be held on specified date as given in RFP.

- (i) Queries in writing may be sent to NDMC and the same should reach in the Office of **EE(CP), NDMC Room no.1611, 16<sup>th</sup> Floor, Palika Kendra, Sansad Marg, New Delhi** as per scheduled date mentioned herein. The response to queries will be uploaded on NDMC website. All the bidders are requested to be in touch with NDMC website.
- (ii) Clarifications may be circulated to all the intending bidders and shall form part of RFP Document. NDMC may, if it prefers, issue a fresh RFP and relevant enclosures incorporating the amendments.

#### **3.1.2 Information Requirements**

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

**OFFICE OF THE EXECUTIVE ENGINEER (CP),  
CIVIL ENGINEERING DEPARTMENT,  
NEW DELHI MUNICIPAL COUNCIL,**

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**ROOM No. 1611, 16th FLOOR, PALIKA KENDRA,  
SANSAD MARG, NEW DELHI - 110001.**

- (ii) NDMC reserves the right to not offer clarifications on any issue or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date.
- (iii) No extension of any deadline will be granted on the basis or grounds that NDMC have not responded to any question or not provided any clarification.

### **3.2 AMENDMENT OF RFP**

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

### **3.3 PREPARATION AND SUBMISSION OF PROPOSAL**

- 3.3.1 Complete proposal shall be accepted up to 15.00 hrs. only, on date of RFP submission..... at the office of **EE(CP), NDMC, Room no. 1611, 16<sup>th</sup> Floor, Palika Kendra, Sansad Marg, New Delhi-110001.**
- 3.3.2 NDMC, at its sole discretion, retains the right, but is not obligated to extend the RFP Submission Date, by issuing an Addendum to those parties who have purchased the document from the office of NDMC and by also placing the same in the official web site of NDMC.
- 3.3.3 Bidders shall furnish the information strictly as per the formats given in Annexure of this document, without any ambiguity. NDMC shall not be held responsible if the any bidder fails to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification.
- 3.3.4 All proposals/ bids/ offers shall be numbered, signed & stamped on Each Page by the duly 'Authorised Signatory' of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialled by him.
- 3.3.5 Bidders are required to submit only one set of the Proposal, including the Original RFP issued to them.

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3.3.6 Any bidder, which submits or participates in more than one Proposal for the said project shall be disqualified.

3.3.7 Bidder has to submit the duly signed integrity pact as per **Annexure-10** along with the technical bid. The bid not having the integrity pact as per **Annexure-10** will not be considered for further evaluation/ process and shall be disqualified.

### 3.4 BID SECURITY

3.4.1 All proposals submitted in response to the Request for Proposal Document shall be accompanied by a Bid Security of **Rs 1,00,000/-** (Rupees Six lacs) in the form of Demand Draft/ Bank Guarantee from a Schedule Bank pledged in favour of '**Secretary, NDMC**'.

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

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

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

3.4.4 In this event, NDMC shall forfeit the Bid Security of the selected bidder and debar the bidder for further Two year in participating in future NDMC projects.

### 3.5 LANGUAGE AND CURRENCY

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

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

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

### 3.6 SEALING AND MARKING OF PROPOSALS

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

3.6.1 **Envelope - 1 for Bid Security:**

The bid security of the prescribed amount shall be placed in **Envelope - 1** duly marked as '**BID SECURITY**'.

3.6.2 **Envelope - 2 for Technical Bid:**

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The Qualification documents i.e. technical details of various outdoor fitness equipments & eligibility criteria, as required for technical evaluation specified herein this RFP shall be sealed in **Envelope - 2**, duly marked as "**TECHNICAL BID**"

### 3.6.3 **Envelope - 3 for Financial Bid:**

The Bidder shall seal the financial proposal as per the Annexure – 6 in a separate envelope (**Envelope- 3**), duly marked as "**FINANCIAL BID**"

3.6.4 All the above three (3) envelopes shall be enclosed in an outer cover/ envelope marked as "**RFP for Supplying, Installation and Maintenance of Outdoor Fitness Equipments at various locations in NDMC area.**"

3.6.5 The Outer envelope shall be addressed to EE(CP), NDMC, Room no. 1611, 16th Floor, Palika Kendra, Sansad Marg, New Delhi-110001.

3.6.6 The **Technical Bid** should comprise of the following documents:-

3.6.6.1 Annexure 1: Letter of Proposal and Interest

3.6.6.2 Annexure 2: General Information of the Bidder

3.6.6.3 Annexure 3: Summary of Qualification documents, Technical details & Eligibility Criteria.

3.6.6.4 Annexure 4: Financial Capability of Bidder

3.6.6.5 Annexure 5: Maintenance Strategy and Manpower deployment.

3.6.6.6 Annexure 7: Format for Power of Attorney for Signing of Proposal

3.6.6.7 Annexure 8: Affidavit for not black listed

3.6.6.8 Annexure 9: Symbolic Pictures

3.6.6.9 Annexure 10: Integrity Pact

3.6.6.10 Annexure-11: Draft Consortium Agreement (in case of Consortium)

3.6.6.11 Annexure-12: Format of Deed of Guarantee (in case of Consortium) towards SPC

3.6.6.12 To submit the actual photographs of the equipment offered

3.6.7 The **Financial Bid** should comprise of the following documents;

3.6.7.1 Annexure 6: Financial Proposal

3.6.8 If the Envelope is not sealed and marked as instructed above, NDMC assumes no responsibility for the misplacement or premature opening of the Proposal submitted. In this case, the prematurely opened proposals will be rejected and duly returned.

3.6.9 Any Proposal received by NDMC after 1500 hrs on the Due Date will be liable for rejection.

## 3.7 **MODIFICATION AND WITHDRAWAL OF PROPOSALS.**

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

### 3.8 OPENING OF BIDS

- 3.8.1 The Technical bids received shall be opened by EE(CP) in the presence of the bidders or their nominees, who choose to attend, at 1530 hrs on due date, unless intimated otherwise. The date for opening of Financial Bids shall be intimated in advance to the technically qualified bidders.
- 3.8.2 NDMC reserves the right to reject any Proposal, if:
- (i) It is not signed, sealed and marked as stipulated herein.
  - (ii) The information and documents have not been submitted as requested and in the formats specified in the RFP.
  - (iii) There are inconsistencies between the Proposal and the supporting documents.
  - (iv) There are **conditions** proposed with the Proposals.
  - (v) It provides the information with material deviations, which may affect the scope or performance of the Project.
- 3.8.3 A material deviation or reservation is one:
- (i) which affects in any substantial way, the scope, quality, or performance of the Project, or
  - (ii) which limits in any substantial way, inconsistent with the RFP document, NDMC's rights or the Bidder's obligations, or
  - (iii) which would affect unfairly the competitive position of other Bidders' presenting substantially responsive bids.

### 3.9 EVALUATION OF PROPOSALS / BIDS

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

- 3.9.1 **Stage-1 of evaluation:** Envelop-1 containing 'Bid Security' will be opened. If the bid security is not submitted or not proper as per the RFP then no further processing will be done and the proposals of the bidder will be rejected.
- 3.9.2 **Stage-2 of evaluation:** Envelope-2 (Technical Bid) containing the Qualification documents, eligibility criteria and Technical details of various outdoor fitness equipments will be opened. The Proposal not meeting the prescribed Eligibility Criteria as per **Clause 2.2.4** will be rejected outright. All bidders, after passing the Stage 1 & 2 of evaluation as above shall be treated as qualified for evaluation of their bids as per the evaluation criteria prescribed in **Clause 2.5** above. Only those Bidders who will secure Technical Score of 70 marks or more out of 100 marks (as mentioned in the **Clause 2.5.1**) shall be considered for further evaluation of their Financial Bid.

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- 3.9.3 **Stage-3 of evaluation:** Envelope-3 (Financial Bid) of only those bidders who have passed Stage-1 & Stage-2 and secured Technical Score of 70 marks or more out of 100 marks (as mentioned in the clause 2.5.1), shall be opened on the scheduled date & time by NDMC in presence of the bidders or their nominees. Bidders shall be ranked L1, L2, L3, etc. on the basis of total financial offer of each bidder and the total financial offer will be consisting of financial offer for part-A and financial offer for part-B. The selection of successful bidder will be done on the basis of the lowest bid (L1).
- 3.9.4 Even if only a single proposal is received and is technically qualified in Stage-1 & Stage-2 and secured technical score 70 or more, or a single Financial bid amongst the several technically qualified bids, NDMC retains the right to open or reject its single financial bid and award the project.
- 3.9.5 Any action on the part of the bidder to revise the price(s) and/ or change the structure of price(s) at his own after the opening of the bid may result in rejection of the bid.
- 3.9.6 NDMC would have the right to review the Proposals and seek clarifications where necessary after giving due notice. The response from the Bidder(s) shall only be in writing but no change in the substance of the Proposal would be permitted. It is clarified that bidders are free to make suggestions but are not allowed to submit any conditional bid as specified earlier.
- 3.9.7 NDMC reserves the right to reject any bid if it is of the opinion that the bidder lacks the expertise, experience and is not in possession of requisite infrastructure required for the purpose of the project. The discretion of EE(CP), NDMC in this respect shall be final and binding on all bidders.
- 3.9.8 Any rebate/ discount linked with quality, term of payment or any other condition shall not be considered for the purpose of evaluation of proposal.
- 3.9.9 If the bidders fail to quote prices for any of the items components as asked for, the said bid shall be disqualified.

### 3.10 CONFIDENTIALITY

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

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### 3.11 ACCEPTANCE OF THE OFFER

- 3.11.1 NDMC shall issue Letter of Acceptance (LoA) to the selected bidder for the project.
- 3.11.2 The selected bidder is required to send his unconditional acceptance of LoA within **7 (Seven) days** from the date of its issue along with Plans, Specifications and preliminary schedules with timeline.
- 3.11.3 Acceptance of LoA, a duly authorized representative of the successful bidder is required to sign and to execute the contract agreement.
- 3.11.4 NDMC shall retain the right to withdraw the LoA in the event of the selected bidder failure to accept the LoA within the limit specified in the above clauses.
- 3.11.5 In this event, NDMC shall forfeit the Bid Security of the selected bidder and debar the bidder for further Two year in participating in future NDMC projects.
- 3.11.6. The contractor whose bid is accepted will also be required to furnish either copy of application licenses/ registration or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time & Progress) within the period of **15 (Fifteen) days** from the date of issue of letter of award.

### 3.12 PERFORMANCE SECURITY

- 3.12.1 The Bidder has to submit the requisite interest free Performance security equivalent to **10% (Ten percent)** of total awarded amount for the project in form of Bank Guarantee / Demand Draft from a Scheduled Bank within **7 (Seven) days** from the date of issue of LoA and the validity of performance security shall be up to the end of the contract period.
- 3.12.2 The Bidder has to submit certified true copies of all resolutions adopted by its/ their Board of Directors authorizing it/them for execution, delivery and performance of this Contract Agreement to NDMC within **7 (Seven) days** from the date of issue of LoA.
- 3.12.3 The Performance Security 10% of the total gross award of work furnished by the successful bidder will be released after successful completion of maintenance period (AMC period) i.e. end of 5<sup>th</sup> year from completion of Part-A.
- 3.12.4 In case, the Performance security is not furnished by the successful bidder during the **10 (ten) days** time period then the Contract will be terminated and bid security will be forfeited. The bidder will be debarred for participating in future NDMC project.

### 3.13 BID SECURITY OF OTHER BIDDERS

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- 3.13.1 NDMC shall return Bid Security received from the bidders who are not qualified in Stage-1 & 2 of the evaluation, within **30 (thirty) days** from the opening of the Financial bids. The Bid Security shall be returned without payment of any interest.
- 3.13.2 The Bid security of the successful Bidder will be discharged when the successful Bidder had signed the contract agreement and had furnished the Performance Security.

#### **4 SETTLEMENT OF DISPUTES & ARBITRATION**

- 4.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:
- 4.2 If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within **15 (Fifteen) days** request the Superintending Engineer (Civil) in writing for written instruction or decision. Thereupon, the Superintending Engineer (Civil) shall give his written instructions or decision within a period of **1 (one) month** from the receipt of the contractor's letter.
- 4.3 If the Superintending Engineer (Civil) fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer (Civil), the contractor may, within **15 (Fifteen) days** of the receipt of Superintending Engineer (Civil)'s decision, appeal to the Chief Engineer (Civil) who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer (Civil) shall give his decision within **30 (Thirty) days** of receipt of contractor's appeal. If the contractor is dissatisfied with the decision of the Chief Engineer (Civil), the contractor shall within a period of **30 (Thirty) days** from the receipt of The Decision give notice to the Chief Engineer (Civil) for appointment of arbitrator, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.
- 4.4 Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through

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arbitration by a sole arbitrator appointed by the Chairperson, NDMC, If there be no Chairperson, the administrative head of NDMC. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

- 4.5 It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer (Civil) of the appeal.
- 4.6 It is also a term of this contract that no person, other than a person appointed by such Chairperson NDMC or the administrative head of NDMC as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
- 4.7 It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within **120 (One Hundred Twenty) days** of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the NDMC shall be discharged and released of all liabilities under the contract in respect of these claims.
- 4.8 The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 4.9 It is also a term of this contract that the arbitrator shall adjudicate on only disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- (Rupees One Lac), the arbitrator shall give reasons for the award.
- 4.10 It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.
- 4.11 It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of

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the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part there of shall be paid and fix or settle the amount of costs to be paid.

## 5 DETAILS OF IEMS (INDEPENDENT EXTERNAL MONITOR)

NDMC has adopted integrity pact for all its contracts for **Rs. 50,00,000 (Rupees Fifty Lac)** and above. It is mandatory for the bidder/ contractors to sign the Integrity Pact as per Annexure - 10, if failed to submit, then the proposal shall not be considered. Details of IEMs (Independent External Monitor) are as under:-

1. Dr. U.K. Sen, IEM                      E-mail : [uksen@hotmail.com](mailto:uksen@hotmail.com)
2. Sh. V.K. Gupta, IEM                  E-mail : [vinod101951@gmail.com](mailto:vinod101951@gmail.com)

In case of any grievance about the tender, the same may be sent to IEM/Vigilance Department of NDMC with the name & address of the sender.

Principal/Owner  
Name of the Officer,  
Designation

Bidder(s)/Contractor(s)  
Chief Executive Officer

## 6 NOTICES

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

OFFICE OF THE EXECUTIVE ENGINEER (CP),  
CIVIL ENGINEERING DEPARTMENT,  
NEW DELHI MUNICIPAL COUNCIL,  
ROOM No. 1611, 16th FLOOR, PALIKA KENDRA,  
SANSAD MARG, NEW DELHI-110001.

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Schedule - ALocations for the Outdoor Gym Equipments

(Locations can be altered at the time of execution of work as per requirement)

Sl. No.	Location	Sets
1.	Sanjay Lake near Swimming pool, BHS Road	1
2.	Subhash Park, Netaji Nagar	1
3.	Jhanda park, Netaji Nagar	1
4.	Bharat Samaj Kendra, Netaji Nagar	1
5.	Nauroji Nagar Market Park	1
6.	Palika Gram Park Laxmi Bai Nagar	1
7.	Modern Park, Sec. 4 Gole Market	1
8.	Near Type-I, 750 Qtrs. Sec. 3, Gole Market	1
9.	57-70 block, Kali Bari Marg	1
10.	XY Block near Community Centre, Sarojini Nagar	1
11.	D G Block Park Sarojini Nagar	1
12.	Babar Road Park	1
13.	Todermal Lane Park	1
14.	Bapa Nagar Park	1
15.	Pandara Park	1
16.	B K Dutt, colony	1
17.	Veer Savarkar Park, Lodhi Colony	1
18.	Hanuman Road RWA Park	1
	<b>Total</b>	<b>18</b>



Schedule - BGENERAL SPECIFICATIONS FOR OUTDOOR FITNESS EQUIPMENT

Subject	Standard for Outdoor Fitness Equipment
User weight	The fitness equipment should be designed for 120kg user weight.
TUV / CE certificate etc.	All the equipments shall be Third Party Quality certified as per the specified standard.
Safety and Quality standard	The Outdoor Fitness Equipments should be confirming to the required standard for safety and quality as per DIN / ASTM / CPSC / ES / BIS etc.
Nuts & Bolts	Stainless steel 316 & lock-nut etc.
Material	Galvanized Steel Pipe, cleaned by sand-blasting, then coated with phosphate solution, and finished with electro-static powder coating or other similar available material meeting the required standard
Anti Rust	Shot blast/grit blasting of equipment to clean the rust. Electrostatic powder coating technique: To process the pipe surface.
Column	The mild steel pipe, column footing plate screw with a pull-burst, the surface rust, acid degreasing, cleaning, phosphate rust after a special process, throwing sand, Imported plastic powder with a double surface household-level spraying layer, electrostatic spray, high-temperature plastic 200 degree baking powder, smooth surface, UV resistant or as specified by the manufacturer's specification.
Seat and plastics	LLDPE infiltration of anti-ultraviolet, anti-static de-colorization element passing, strength, smooth surface, security assurances, weather resistance etc.
UV	Fully resistant
Platforms	High Strength punching plate, with a special process dealing with wavy surface microscopy, safe and beautiful non-slip resistance.
Fasteners	Stainless steel screws to be used, and at the contact point with the columns- rubber pads to be used, screw top cover with a plastic cap, to enhance its security

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## Annexure-1

**LETTER OF PROPOSAL& INTEREST**

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

To

EE(CP), NDMC  
Room No.: 1611, 16th Floor,  
Palika Kendra,  
Sansad Marg,  
New Delhi – 110001.

**Sub: RFP for "Supplying, Installation and Maintenance of Outdoor Fitness Equipments at various locations in NDMC area".**

Sir,

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

*emp*

.....  
 Address: .....

.....  
 Phone: .....; Fax: .....

Email Id: .....

7. This proposal is made with full understanding that:
  - (a) Bids will be subject to verification of all information submitted at the time of bidding.
  - (b) NDMC reserves the right to reject or accept any bid, cancel the bidding process and / or reject all bids.
  - (c) NDMC shall not be liable for any of the above actions and shall be under no obligation to inform the bidder of the same.
8. We, the undersigned declare the statements made, and the information provided in the duly completed proposal forms enclosed, are complete, true and correct in every detail.
9. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP and Project related Information as required for the tender.
10. This offer is being made by us after taking into consideration all the terms and conditions stated in the RFP document, all risks and contingencies and all other conditions that may affect the financial proposal. We agree to keep our offer valid for 180 days from the due date of bid opening of this Financial Proposal.  
 The safety officer the company will visit to each and every site and will certify that the outdoor fitness equipment, flooring equipment are in perfect condition as per safety norm. Safety officer shall submit the same report as per approved form in NDMC every month.
11. We agree to keep our offer valid for **Ninety (90) days** from the date of bid opening of Proposal thereof and not to make any modifications in its terms and conditions, which are not acceptable to the NDMC. Should this Proposal be accepted, we hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.
12. This proposal is made with the full understanding that the validity of bids submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by NDMC. We agree that, without prejudice to any other right or remedy, NDMC shall be at liberty to forfeit the said Bid Security absolutely.

Authorised signatory

Date :

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Name and seal of Bidder

Place :

*Enclosures:*

- (i) The Bid Security of Rs. **6,00,000 (Rupees Six Lacs)** in the form of Demand Draft/ Bank Guarantee from a Schedule Bank bearing No. \_\_\_\_\_ drawn upon \_\_\_\_\_ (bank) dated \_\_\_\_\_ in favour of '**Secretary NDMC**'.
- (ii) Power of Attorney for Signing of Proposal (Format given in **Annexure-7**) / Board Resolution in favour of the Authorized Signatory.
- (iii) Technical Bids and the financial bids as per the RFP.
- (iv) Relevant Submissions as per the given Formats.

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## Annexure- 2

**GENERAL INFORMATION OF THE BIDDER**

1.
  - (a) Name :
  - (b) Country of Incorporation:
  - (c) Year of Incorporation:
  - (d) Address of the corporate headquarters, branch office(s) & warehouse, if any, in India. :
  - (e) Number of Employees:
  - (f) Registration no. of the manufacturing license:  
(Note: Proof of above to be submitted)
  - (g) A certified copy of Company Memorandum and Articles of Association or other relevant constitutional documents.
  
2. Details of individual(s) who will serve as the point of contact / communication for NDMC within the Company:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address :
  - (e) Telephone Number :
  - (f) Fax Number :
  - (g) E-Mail Address :
  
3. In case of Consortium
  - (a) The information above (1 & 2) should be provided for all the members of the consortium along with the details specified in the Clause 2.2.3 of RFP.
  - (b) Information regarding the role / responsibility of each member as per the consortium agreement should be provided:

Sl. No.	Member Name	Equity Stake (%) in the Consortium	Role / Responsibility of the Member in the Consortium (i.e. whether Lead Member /Member)
1.			
2.			
3.			

Signed

(Name of the Authorised Signatory)





For and on behalf of  
(Name of the Bidder)

Designation :

Place :

Date :

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## Annexure-3

### SUMMARY OF QUALIFICATION DOCUMENTS, TECHNICAL DETAILS AND ELIGIBILITY CRITERIA:

- (a) Experienced in installing outdoor fitness equipments with numbers and AMC experience for outdoor fitness equipments in last three years.
- (b) Details of Organizational Capacity to be furnished.
- (c) Details of Proposed Team structure along with details of key personnel.
- (d) The details for outdoor fitness equipments confirming to DIN / ASTM/ European Standard / BIS etc and ISO: 9001 / ISO: 14001 Certification of Manufacturers.
- (e) The details of Third Party Certification by International Agency such as IPEMA, TUV, CPSC etc. for independent safety testing and certification.
- (f) Details of name with identification Mark / code of company and number of outdoor fitness equipments in each set to be provided along with photograph.
- (g) Equipment wise data as design, size, dimension, material, colour, weight and target body parts along with photograph and usage[Aerobic fitness, Muscles fitness, core fitness, balance flexibility etc.] to be provided in the following format:

Sl. No	Name of Outdoor Equipments	Identification Code	Materials and durability	Compliance to DIN / ASTM / ES/ BIS etc	QR Code for scanning the instructional information

- Note : (i) These above outdoor fitness equipments are designed to withstand outdoor use and no hydraulics or other mechanism are required.
- (ii) No trainer is required and safe for general public use as per instructional information's.
- (h) Aspects of fortification against weathering effects such as severe heat and cold, moisture, rain etc to be provided.
  - (i) Availability of replacement parts at least for five years.
  - (j) Time and Work schedule to be provided.
  - (k) The bidder shall have to furnish an affidavit on Non Judicial Stamp paper of Rs. 200/- duly attested by a Notary Public indicating that he/she has not been debarred blacklisted by NDMC or Any other civic body of GOI or State Govt. or PSU.(please attach).
  - (l) Testing Certificate for safety norms if any.
  - (m) Soundness Certificate of the equipments.

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Note:

In the absence of requisite details, the information would be considered inadequate and may lead to exclusion of the project in evaluation of Qualification documents and Technical details.

Signed

(Name of the Authorised Signatory)

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

Place:

Date:

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## Annexure- 4

## FINANCIAL CAPABILITY OF BIDDER

Particulars/ Accounting Year	2012-13	2013-14	2014-15
1. Authorised Share Capital			
2. Paid up Share Capital (excluding Share Proposal Money and Preference Shares)			
3. Reserves and Surpluses (excluding revaluation reserves)			
4. Intangible Assets, Misc. Expenses not written off, Accumulated Losses			
5. Net Worth (2+3-4)			
6. Turnover			
(a) Gross Turnover			
(b) From Outdoor fitness equipments			

## Note:

1. Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the past 3 years.
2. Attach Certificate duly signed by the Statutory Auditors depicting year-wise mobilization.
3. The above data must be submitted for all Relevant Consortium members, duly certified by Statutory Auditor.
4. Details of AMC work for outdoor fitness equipments more than three years old.

Signed  
(Name of the Authorised Signatory)

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

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

Place:

Date:

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**Annexure- 5****MAINTAINENCE STRATEGY AND MANPOWER DEPLOYMENT:**

1. Schedule of maintenance on weekly / Monthly / Quarterly Basis.
2. Items cover for maintenance and parts/ spares for the replacements/ tear & wear/ greasing/ Oiling/ Painting etc. during the Annual Maintenance.
3. Fixing device/ blocks is to be defined along with its maintenance/ replacements.
4. The details of foundation / fixing blocks for each outdoor equipment and its maintenance.
5. Complaint Redress System for outdoor fitness equipments in NDMC area and time required for redressal of complaints with Name of Person to be contracted and his contact Phone Numbers during the 06.00 AM to 09.00 PM hours for every day (including the Holidays and Sunday).
6. Details of Manpower to be deployed for the project exclusively for Annual Maintenance.
7. It is further undertaking that all the requisite parts / spares for replacement / tear & wear / greasing / oiling / painting etc material will be available for carrying out aforesaid Annual Maintenance and Complaint Redressal.

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## Annexure- 6

**FORMAT FOR FINANCIAL PROPOSAL**

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

To

EE(CP), NDMC,  
Room No.: 1611, 16th Floor,  
Palika Kendra,  
Sansad Marg,  
New Delhi – 110001

**Sub: Supplying, Installation and Maintenance of Outdoor Fitness Equipments at various locations in NDMC area.**

Sir,

We hereby submit our Financial Offer comprising Part A and Part B as given below for the project.

**Part A**

The cost of Outdoor Fitness Equipments and cost of information sign board including the cost of Foundation and Installation at site are given below.

Sl. No.	Name of Equipment (Symbolic pictures are given at Annexure-10)	Quantity	Cost of Supplying & Installation (in INR) for each equipment	Cost of Foundation (in INR) for each equipment	Cost of Supplying, Foundation & Installation (in INR) for each equipment (4+5)	Amount (in INR) (3x6)
1	2	3	4	5	6	7
1	Air walker / Health walker	18				
2	AB crunch /Sit up Station	18				
3	Air Swing /Waist Twister	18				
4	Big shoulder wheeler spinner	18				
5	Stair Stepper / Glider / Elliptical Cross Trainer	18				
6	push n pull up chair/ Pull Down Challenger- Double	18				
7	Knee hip raise on parallel bar/ Push up and DIP Station	18				
8	Rowing /horse/self weighted rower	18				

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9	Seated chest press	18				
10	Leg Stretch	18				
11	HD Mini Ski	18				
12	HD Hanging Wheels	18				
13	Instructional Sign Board of Size about 4'X 6' of ACP board	18				
				Total Financial Offer for Part A		

1. Providing, Fabricating and fixing one instructional sign (Information Sign) board as specified in RFP is to be fixed in cement concrete block foundation at each location.
2. One Instructional Sign (Information Sign) Board showing the detailed specification of each Outdoor Fitness Equipment, safe user age, safety precaution, QR Code, Emergency Contact Name & Number etc. has to be fixed at each location and it shall be easily readable, in Good printing, in English language and Contrast visible colour.
3. The Instructional Sign Board is to be made ultra violet printing on ACM (Aluminium Composite Metal) sheet or equivalent sound sheet, fixed on MS table frame of minimum size 25 x 25 x 2 mm with bracing of same MS tube, supported on two Nos. Mild Steel (MS) post of size 80 x 40 x 2 mm with bottom plate, height about 2.72 m and printing, powder coating weather resistance paint finish. The instructional sign board is to be embedded in suitable cement concrete block foundation in M20 Grade concrete in accordance with the standard specification as per the satisfaction of Engineer-in-Charge.

### Part B

**FINANCIAL OFFER FOR ANNUAL MAINTENANCE CONTRACT FOR 2<sup>ND</sup> TO 5<sup>TH</sup> YEAR**

**FINANCIAL COST FOR ANNUAL MAINTAINENCE CONTRACT (AMC) for 2<sup>nd</sup> year**

Sl. No.	Name of Equipment (Symbolic pictures are given at Annexure-10)	Quantity	AMC for 2 <sup>nd</sup> Year	Cost for Consumable Parts as per List Enclosed	Total price (4+5)	Amount (3x6)
1	2	3	4	5	6	7
1	Air walker / Health walker	18				
2	AB crunch /Sit up Station	18				
3	Air Swing /Waist Twister	18				
4	Big shoulder wheeler spinner	18				

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5	Stair Stepper / Glider / Elliptical Cross Trainer	18				
6	push n pull up chair/ Pull Down Challenger- Double	18				
7	Knee hip raise on parallel bar/ Push up and DIP Station	18				
8	Rowing /horse/self weighted rower	18				
9	Seated chest press	18				
10	Leg Stretch	18				
11	HD Mini Ski	18				
12	HD Hanging Wheels	18				
Total Cost 2 <sup>nd</sup> Year AMC (a)						

### FINANCIAL COST FOR ANNUAL MAINTAINENCE CONTRACT (AMC) for 3<sup>rd</sup> year

Sl. No.	Name of Equipment (Symbolic pictures are given at Annexure-10)	Quantity	AMC for 3 <sup>rd</sup> Year	Cost for Consumable Parts as per List Enclosed	Total price (4+5)	Amount (3x6)
1	2	3	4	5	6	7
1	Air walker / Health walker	18				
2	AB crunch /Sit up Station	18				
3	Air Swing /Waist Twister	18				
4	Big shoulder wheeler spinner	18				
5	Stair Stepper / Glider / Elliptical Cross Trainer	18				
6	push n pull up chair/ Pull Down Challenger- Double	18				
7	Knee hip raise on parallel bar/ Push up and DIP Station	18				
8	Rowing /horse/self weighted rower	18				
9	Seated chest press	18				
10	Leg Stretch	18				
11	HD Mini Ski	18				
12	HD Hanging Wheels	18				

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				Total Cost 3 <sup>rd</sup> Year AMC (b)	
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### FINANCIAL COST FOR ANNUAL MAINTAINENCE CONTRACT (AMC) for 4<sup>th</sup> year

Sl. No.	Name of Equipment (Symbolic pictures are given at Annexure-10)	Quantity	AMC for 4 <sup>th</sup> Year	Cost for Consumable Parts as per List Enclosed	Total price (4+5)	Amount (3x6)
1	2	3	4	5	6	7
1	Air walker / Health walker	18				
2	AB crunch /Sit up Station	18				
3	Air Swing /Waist Twister	18				
4	Big shoulder wheeler spinner	18				
5	Stair Stepper / Glider / Elliptical Cross Trainer	18				
6	push n pull up chair/ Pull Down Challenger- Double	18				
7	Knee hip raise on parallel bar/ Push up and DIP Station	18				
8	Rowing /horse/self weighted rower	18				
9	Seated chest press	18				
10	Leg Stretch	18				
11	HD Mini Ski	18				
12	HD Hanging Wheels	18				
				Total Cost 4 <sup>th</sup> Year AMC (c)		

### FINANCIAL COST FOR ANNUAL MAINTAINENCE CONTRACT (AMC) for 5<sup>th</sup> Year

Sl. No.	Name of Equipment (Symbolic pictures are given at Annexure-10)	Quantity	AMC for 5 <sup>th</sup> Year	Cost for Consumable Parts as per List Enclosed	Total price (4+5)	Amount (3x6)
1	2	3	4	5	6	7
1	Air walker / Health walker	18				
2	AB crunch /Sit up Station	18				
3	Air Swing /Waist Twister	18				
4	Big shoulder wheeler spinner	18				
5	Stair Stepper / Glider / Elliptical	18				

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	Cross Trainer					
6	push n pull up chair/ Pull Down Challenger- Double	18				
7	Knee hip raise on parallel bar/ Push up and DIP Station	18				
8	Rowing /horse/self weighted rower	18				
9	Seated chest press	18				
10	Leg Stretch	18				
11	HD Mini Ski	18				
12	HD Hanging Wheels	18				
					Total Cost 5 <sup>th</sup> Year AMC (d)	

**Financial offer for Total Annual Maintenance Contract for 2<sup>nd</sup> to 5<sup>th</sup> Year as Part-B =**

2<sup>nd</sup> Year AMC (a) + 3<sup>rd</sup> Year AMC (b) + 4<sup>th</sup> Year AMC (c) + 5<sup>th</sup> year AMC (d) =  
Rs.....

**TOTAL FINANCIAL OFFER FOR SUPPLYING, INSTALLATION AND MAINTAIENCE  
AND FINANCIAL OFFER FOR ANNAUL MAINTAINENCE CONTRACT FOR 2<sup>ND</sup> TO 5<sup>TH</sup>  
YEAR, FOR OUTDOOR FITNESS EQUIPMENTS IN NDMC AREA = Rs..... (PART A)  
+ Rs..... (PART B) = Rs.....**

**(Rupees ...../- in words)**

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

Date : Authorised signatory

Place : Name and Seal of Bidder:

Name of Company:-

Address:-

**Notes:-**

1. The cost of each Outdoor Fitness Equipments has to be quoted inclusive all the taxes and Comprehensive Insurance for Supplying & Installation (including the required foundation etc.) with one year warranty and AMC and nothing will be claimed extra on the above quoted rate.

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- 2 The cost of AMC year-wise for 2nd, 3rd, 4th & 5th year and the cost for consumable parts which are to be replaced during the AMC period due to Tear & Wear or damaged or need to be replaced, are to be quoted above and an item wise list of these parts (consumable parts) is to be submitted separately with expected quantities for each equipment, required during the AMC period. But these are not limited to the specified one only and the maintenance shall not be restricted to these items and the quantities. The outdoor fitness equipments shall not be idle due to non- replacement of any parts at any time during the AMC period.
- 3 The cost of consumable parts of each fitness equipment for 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> year shall be paid as per the actual consumption subject to maximum 10% of the cost of that fitness equipment, if more such parts are required for serviceability of the fitness equipment, then the same shall be provided by the contractor at own cost and nothing will be claimed extra. The cost for consumables like oiling, greasing, polishing, painting and denting, welding, Nut & bolts etc. are included in the cost of AMC above.

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## Annexure 7

## FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Power of Attorney

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

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

For \_\_\_\_\_

Accepted

\_\_\_\_\_ (signature)

(Name, Title and Address) of the Attorney

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

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**Annexure 8****Affidavit for not black listed**

Certificate of tendered that

"I / We have not been debarred or black listed or suspended from the business from any department of Central Government of India/ State Government / PSU etc."

Date :

Authorised signatory

Place :

Name and Seal of Bidder:

Name of Company:-

Address:-

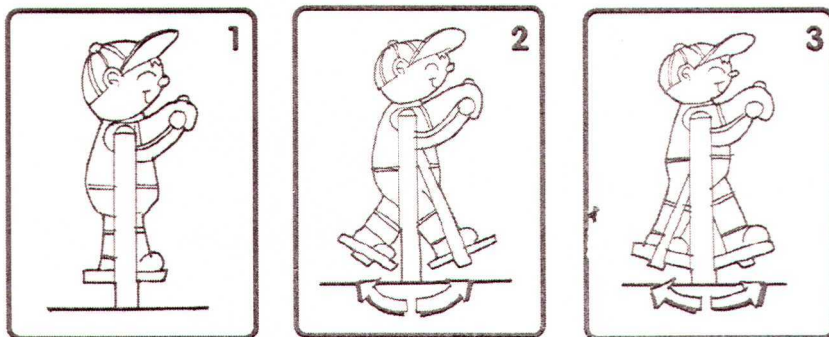
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## Annexure-9

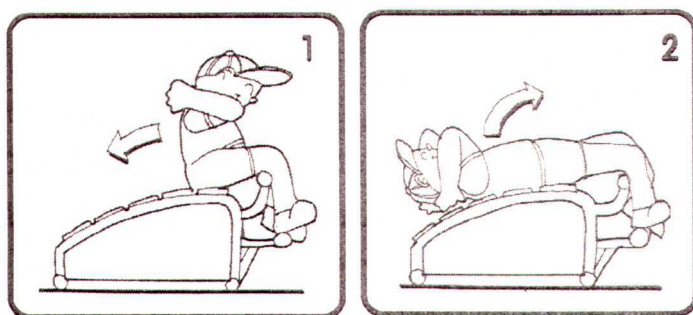
Name of equipments with symbolic pictures mentioned at Annexure-6.

Outdoor Fitness Equipments:-

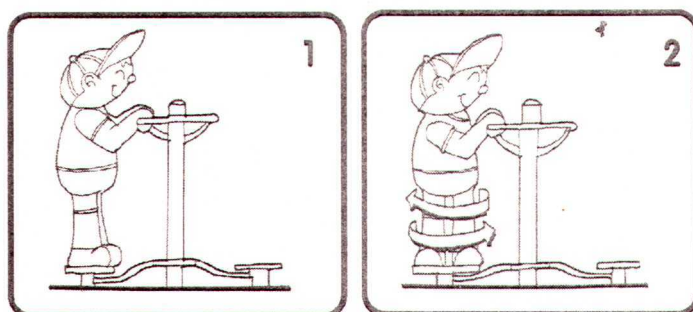
(i) Air walker / Health walker



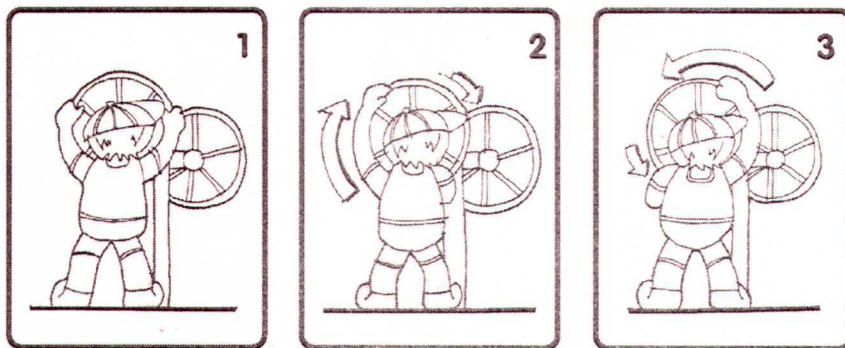
(ii) AB Crunch / Sit up station



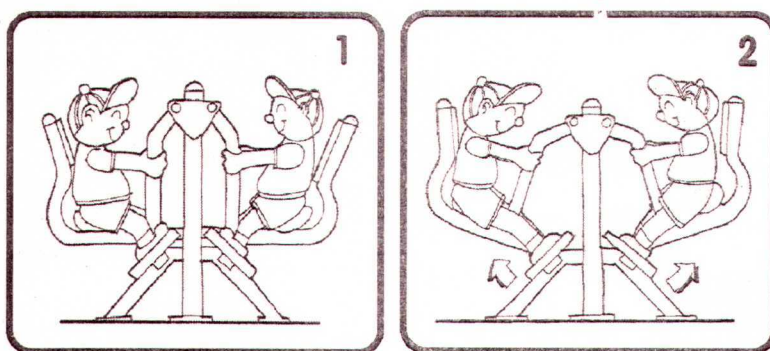
(iii) Air swing / waist twister



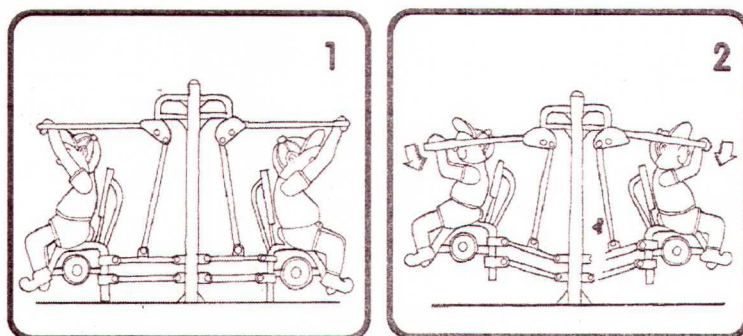
## (iv) Big shoulder wheel or spinner / Big shoulder wheel



## (v) Stair stepper / Glider / Elliptical cross trainer

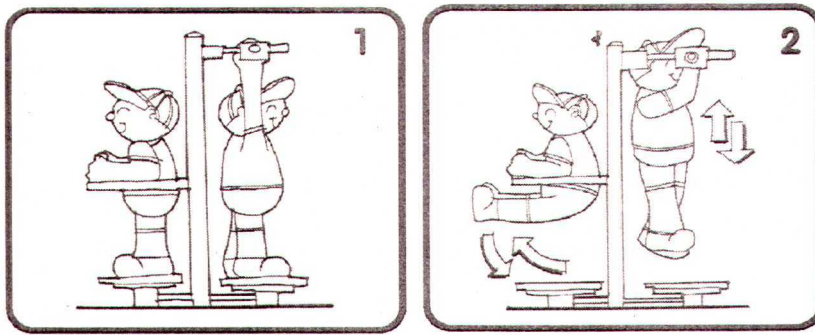


## (vi) Push n pull up chair / pull down challenger- double





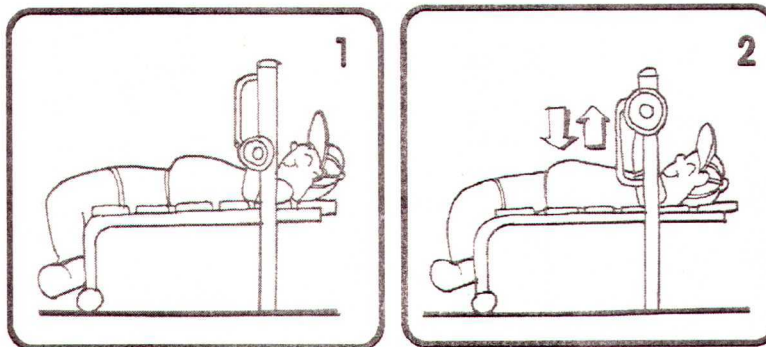
(vii) KNEE/HIP RAISE ON PARALLEL BARS



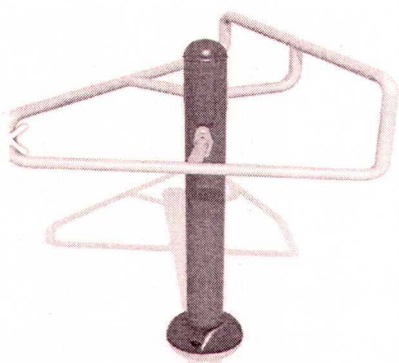
(viii) Rowing / Horse / Self weighted Rower



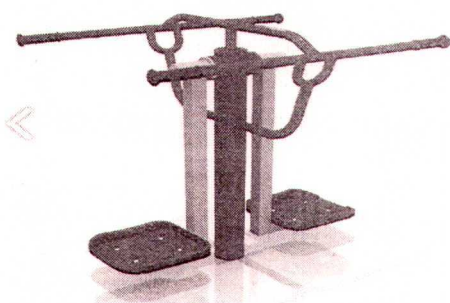
(ix) Seated Chest press



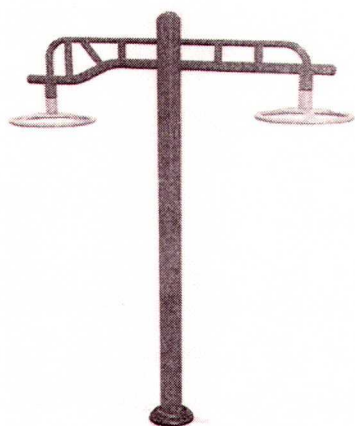
(x) Leg Stretch



(xi) HD Mini Ski



(xii) HD Hanging Wheels



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## Annexure-10

**PRE-CONTRACT INTEGRITY PACT****General**

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 20...., between on one hand the New Delhi Municipal Council acting through Shri \_\_\_\_\_, The Executive Engineer (hereinafter called the "Principal/Owner", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_ (hereinafter called the "Bidder(s)/Contractor(s)" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns ) of the Second Part.

**Whereas** the Principal/Owner proposes to procure (Name of work the Store/Equipment/Item) through the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) is willing to offer / has offered the same.

**Whereas** the Bidder(s)/Contractor(s) is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal/Owner is the municipal government of New Delhi established as per NDMC act 1994 performing its functions on behalf of the Council.

**Now, therefore,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipments at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during tendering, execution & public procurement,

**And**

Enabling Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the Principal/Owner**

1. The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
2. The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) the same information and will not provide and such information to any particular Bidder(s)/Contractor(s) which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor(s).
3. All the officials of the Principal/Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
4. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the CVO, NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

**Commitments of Bidder(s)/Contractor(s)**

5. The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
6. The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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7. The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the New Delhi Municipal Council for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the New Delhi Municipal Council.
8. Bidder(s)/Contractor(s) shall disclose the name and address of agents/Brokers/representatives/ Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.
9. Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.
10. The Bidder(s)/Contractor(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers/intermediaries shall be submitted.
11. The Bidder(s)/Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.
12. The Bidder(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
13. The Bidder(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also undertakes to exercise due and adequate care lest any such information is divulged.
14. The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal/owner or to IEMs so appointed by NDMC.
15. The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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16. If the Bidder(s)/Contractor(s) or any employee of the Bidder(s)/Contractor(s) or any person acting on behalf of the Bidder(s)/Contractor(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/Contractor(s) at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
17. The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.

#### **Previous Transgression**

18. The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or New Delhi Municipal Council that could justify Bidder(s)/Contractor(s) exclusion from the tender process.
19. The Bidder(s)/Contractor(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/Contractor(s) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Sanctions for Violations**

20. Any breach of the aforesaid provisions by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s)) shall entitle the Principal/Owner to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s). However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond / Guarantee (after the contract is signed) shall stand forfeited and the Principal/Owner, shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).
  - (iv) To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the

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prevailing Prime Lending Rate of State Bank of India, while in case of a bidder(s)/Contractor(s) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) from the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder(s)/Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.
  - (vi) To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s)/Contractor(s).
  - (vii) To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from six months to maximum five years. However if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.
  - (viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In case where irrevocable letters of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.
  - (x) Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
21. The Principal/Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
22. The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive on the Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the

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transgression and its severity and submit the report to Chairman, NDMC for further action after providing an opportunity and hearing to the affected parties.

## 23. Independent External Monitors

- (23.1) The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.
- (23.2) The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (23.3) The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- (23.4) Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings
- (23.5) As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.
- (23.6) The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) confidentiality.
- (23.7) The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.
- (23.8) The IEMs will submit a written report to the Chairman, NDMC within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/Bidder(s)/Contractor(s) and, should the occasion arise, submit proposals for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers /bidders before submitting their written report.

## (24) Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the

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documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

(25) **Law and Place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

(26) **Other Legal Actions**

The action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(27) **Validity**

- (i) The validity of this Integrity Pact shall be from date of its signing and extend up to 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.
- (ii) Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.
- (iii) The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

(28) **Details of IEMs (Independent External Monitor)**

NDMC has adopted integrity pact for all its contracts for Rs.50 Lac and above. It is mandatory for the bidder/ contractors to sign the Integrity Pact, if failed to submit, then the proposal shall not be considered. Details of IEMs (Independent External Monitor) are as under:-

- |                        |   |
|------------------------|---|
| 1. Dr. U.K. Sen, IEM   | E-mail : <a href="mailto:uksen@hotmail.com">uksen@hotmail.com</a>           |
| 2. Sh. V.K. Gupta, IEM | E-mail : <a href="mailto:vinc_d101951@gmail.com">vinc_d101951@gmail.com</a> |

In case of any grievance about the tender, the same may be sent to IEM/ Vigilance Department of NDMC with the name address of the sender".

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Principal/Owner  
Bidder(s)/Contractor(s) Officer  
Designation Chief Executive

Name of the Officer,

**New Delhi Municipal Council**

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

- \* Provisions of these clauses would need to be amended / deleted in line with the policy of the Principal/Owner in regard to involvement of Indian agents of foreign suppliers.

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## Annexure - 11

**Draft Consortium Agreement**

(To Be Made On Stamp Paper of Requisite Value and Notarized)

This Consortium Agreement (the "AGREEMENT") made at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_,

**BY AND AMONGST**

M/s \_\_\_\_\_ {Lead Member (CONSORTIUM Member 1)}, a  
 \_\_\_\_\_  
 incorporated under \_\_\_\_\_ (name of the relevant Act/ law of under which  
 registered in the Country) and having its registered office / a company incorporated under the  
 Laws of \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_", which expression  
 shall unless repugnant to the context or meaning thereof be deemed to mean and include its  
 successors in interest, subsidiaries and assigns) of the ONE PART;

AND

M/s \_\_\_\_\_ (CONSORTIUM Member 2), a \_\_\_\_\_  
 incorporated under the \_\_\_\_\_ and having its registered office / a company  
 incorporated under the Laws of \_\_\_\_\_ (hereinafter referred to as  
 "\_\_\_\_\_", which expression shall unless repugnant to the context or meaning thereof be  
 deemed to mean and include its successors in interest, subsidiaries and assigns) of the  
 SECOND PART;

AND

M/s \_\_\_\_\_ (CONSORTIUM Member 3), a company incorporated under the  
 \_\_\_\_\_ and having its registered office / a company incorporated under the  
 Laws of \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_", which  
 expression shall unless repugnant to the context or meaning thereof be deemed to mean and  
 include its successors in interest, subsidiaries and assigns) of the THIRD PART (\_\_\_\_\_,  
 \_\_\_\_\_ and \_\_\_\_\_ shall be individually referred to as the "Party" and jointly  
 referred to as the "Parties" or "CONSORTIUM Members").

**WHEREAS:**

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A. New Delhi Municipal Council (hereinafter referred to as the "NDMC") and invited Bids/ Proposals from registered Partnership Firms, Company and Consortium for the Project of **"Supplying, Installation and Maintenance of Outdoor Fitness Equipments at various locations in NDMC area"** (hereinafter referred to as the "Project").

B. M/s \_\_\_\_\_, M/s. \_\_\_\_\_ and M/s. \_\_\_\_\_ have agreed to consolidate their resources and experience, and apply jointly as a Consortium (hereinafter referred to as the "Consortium"), vide this Consortium 'Supplying, Installation and Maintenance of Outdoor Fitness Equipments at various locations in NDMC area', for the purpose of completing the Project, within time frame stipulated in the Request for Proposal Document (hereinafter referred to as the "RFP document").

C. M/s \_\_\_\_\_, M/s. \_\_\_\_\_ and M/s. \_\_\_\_\_ have therefore agreed to enter into this Consortium Agreement in respect of the submission of the Bid/ Proposal for the Project on the terms set out below.

**NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL CONVENANTS HEREIN CONTAINED THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. The recital herein contained shall constitute and integral and operative part of this AGREEMENT.

2. The Parties hereto agree to consolidate their resources and hereby form a Consortium to jointly prepare, submit and Bid for the Project, which has financing and commercial benefits, as detailed in the RFP document issued by New Delhi Municipal Council (NDMC) for the implementation/execution and completion of the Project.

3. The Parties hereto agree that \_\_\_\_\_ shall be the Lead Member and \_\_\_\_\_ and \_\_\_\_\_ shall be the CONSORTIUM Members 2 & 3 respectively of the Consortium.

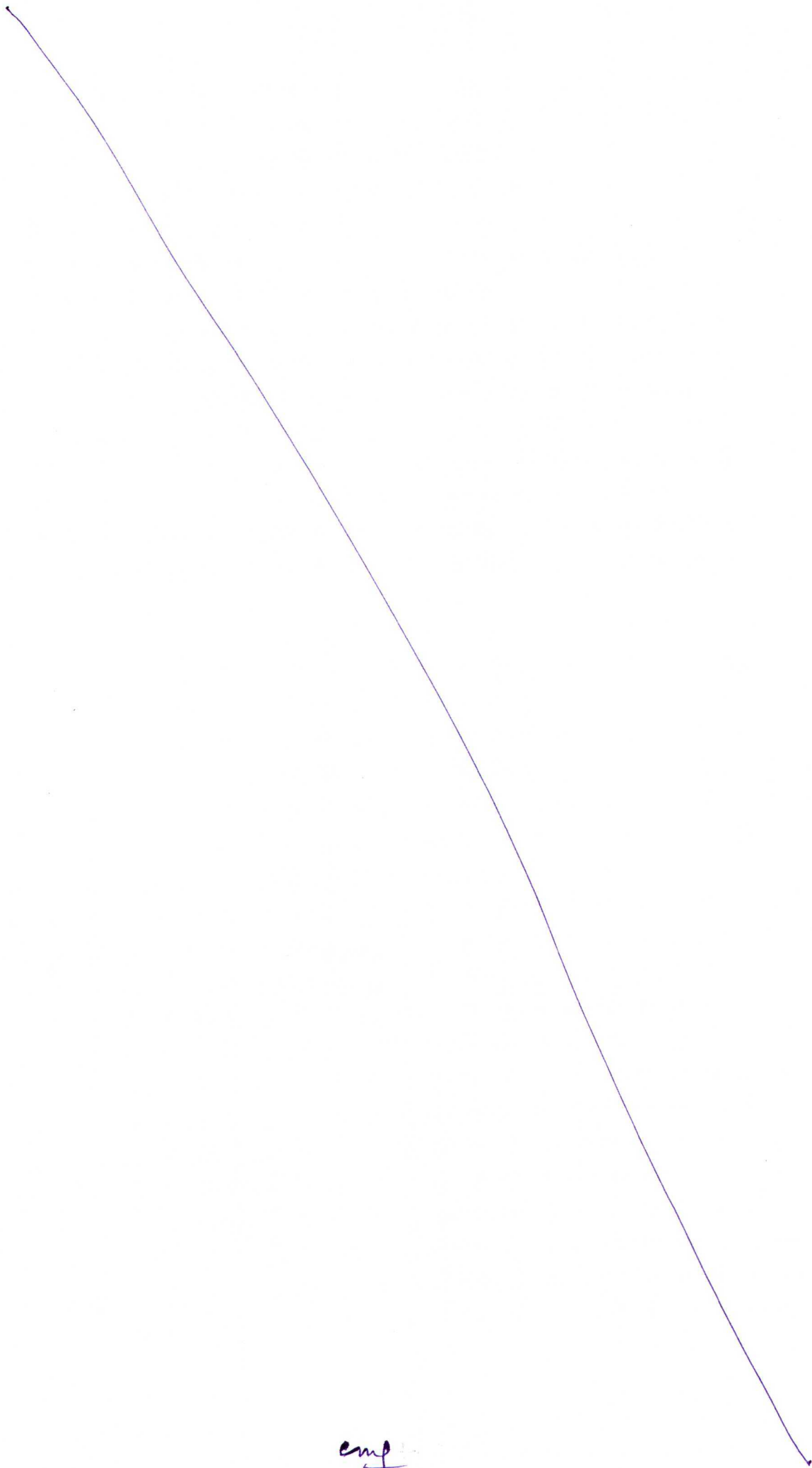
4. The Parties shall mutually and jointly take all the decisions in respect of the Project on behalf of the Consortium. \_\_\_\_\_ (Lead Member) shall be authorized to act on behalf of the Consortium as their representative for implementation/execution and completion of the Project.

5. \_\_\_\_\_ undertakes that it has the necessary qualification to fulfil technical and financial capability criteria for the implementation/execution and completion of the Project as detailed in the RFP Document and contract agreement.

6. The Consortium shall, inter alias formed as a Special Purpose Company (SPC) registered in India for the implementation of the Project. The SPC would enter into the Contract Agreement and subsequently carry out all the responsibilities of the Successful Bidder and undertake the Project as stipulated in the Contract Agreement. The shareholding of the each members of the Consortium in the SPC must be minimum 26% (Twenty Six Percent) in compliance with the criteria specified in the RFP document. However the membership structure of the Bidder shall

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not be changed by the Bidder without NDMC's prior written approval. The equity share holding of the each members in the Consortium shall not be changed till the expiry of One year warranty period from the completion of successful implementation / installation of project and shall not be less than 26% (twenty six per cent) during the AMC Period.

7. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ shall be jointly and severally liable for the installation, and maintenance of the Project in accordance with the terms of the RFP Document. It is further unanimously agreed by the Parties that the Lead Member, alongwith other CONSORTIUM Members in the SPC shall:-

A) coordinate the day to day activities of the Consortium/SPC;

B) undertake to be jointly and severally liable/responsible for all the obligations and liabilities relating to the Project, in accordance with the terms of the RFP Document and the Contract agreement with NDMC, till the end of the Concession Period;

C) complete all works assigned under the RFP Document (including Contract agreement) within the time period stipulated in the RFP document; and

D) execute individual/independent Deed of Guarantee by all CONSORTIUM Members, towards the SPC, in favour of NDMC for the pledging / providing technical, financial and such other supports as may be necessary for the performance of works assigned under the RFP Document (including draft Contract agreement) within the time period stipulated in the RFP document.

8. The role and the responsibility of each Party for the implementation & maintenance of the Project shall be as follows:

Name of Member	Type of Member	Role & Responsibility	_____	CONSORTIUM
Member 1 (Lead Member)	_____	_____	_____	CONSORTIUM Member
2	_____	_____	_____	CONSORTIUM Member 3

9. All the basic/fundamental terms and conditions of this AGREEMENT shall be incorporated in the Article of Association of the SPC (incorporated by the Parties). Any other terms and conditions to the extent not agreed upon by the Parties in this AGREEMENT (and which are not contradictory to the basic/fundamental provisions of this AGREEMENT) shall be mutually agreed upon by the Parties and incorporated in the Article of Association of the SPC.

10. Confidentiality – All information, document, etc. exchanged between the Parties related to this agreement or the preparation of any bid or the performance of the Project shall remain confidential and shall not be revealed to third parties for a certain time period to be agreed upon. Unless otherwise required by law, the Parties undertake not to disclose to any third party or any else and / or use any Information, without prior consent of the other Party.

11. Term and Duration – This AGREEMENT shall come into effect on the date of execution of Consortium Agreement and for submission the Bid/Proposal for implementation/execution and completion of the Project. This AGREEMENT shall terminate upon the successful completion of

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the Project and may be extended further for such period as may be required by the NDMC. This AGREEMENT can be terminated only upon Consortium's/SPC's Bid for the Project is conclusively rejected by the NDMC.

12. Costs/Expenses – All out-of-pocket expenses/costs of and incidental to this AGREEMENT including stamp duty and registration fees, if any shall be borne and paid by the Parties in proportion to their shareholding in the SPC. Each Party shall pay and bear their own advocated/solicitors fees in the preparation of this AGREEMENT.

13. Governing Law – This AGREEMENT shall in all respect be governed, construed and interpreted in accordance with laws of Republic of India.

14. Settlement of Disputes – Any disputes arising out of this AGREEMENT shall be amicably settled by the authorised representatives of the Parties, failing with any such disputes shall be resolved by Arbitration in accordance with the Arbitration and Conciliation Act, 1996, by one or more arbitrators appointed in accordance with the said Act. This Clause shall survive the termination of this AGREEMENT. Language of Arbitration shall be English. The venue of the Arbitration proceedings shall be in New Delhi, India. The Parties jointly and severally undertake that the upgradation, implementation/execution and completion of the Project shall not be affected during the dispute(s) or the settlement of dispute(s) period. The Award rendered by the Arbitral Tribunal shall be final and binding upon the Parties.

15. In the event of a dispute between the Parties over the subject of this AGREEMENT, the prevailing party shall be entitled to reasonable advocates/solicitors' fees and costs incurred in the resolution of such dispute.

16. Amendments – This AGREEMENT can be amended or suppressed by further agreement made in writing at the request of any of the Parties after unanimous approval by the Parties and by obtaining prior consent and written approval from NDMC.

17. Notices – Any notices, requests, demands or any communications from any party to the other party under this Agreement shall be by Regd./Speed mail or facsimile transmission sent to the addresses as indicated in this Agreement. Any party may change its address but shall promptly inform NDMC and the other Parties/CONSORTIUM Members of any such change.

18. Language – The official language of this AGREEMENT and all future agreements shall be English

19. Assignment – None of the Parties to this AGREEMENT shall have the right to assign its benefits or liabilities under this AGREEMENT to any other company, firm or person without obtaining prior consent and written approval of NDMC.

20. Entire Agreement – This Agreement constitutes the entire agreement between the Parties and supersedes all prior writings, agreements or understandings relating to the subject matter thereof.

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**IN WITNESS WHEREOF** the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives the day and year first above written.

SIGNED AND DELIVERED BY \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNED AND DELIVERED BY \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: 1. \_\_\_\_\_ 2. \_\_\_\_\_

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## ANNEXURE 12

**Format of Deed of Guarantee (in case of CONSORTIUM) towards SPC (if applicable & after LOA)***(To Be Made On Stamp Paper of Requisite Value and Notarised)***DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (mention complete name) a company duly organized and existing under the laws of \_\_\_\_\_ (insert jurisdiction / country), having its Registered Office at \_\_\_\_\_ hereinafter called "the Guarantor" or the "Consortium (CONSORTIUM) Member- (1/2/3)", which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

**WHEREAS**

A. New Delhi Municipal Council (hereinafter called "NDMC" which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assigns), invited Bids / Proposals for the "Project" – **"Supplying, Installation and Maintenance of Outdoor Fitness Equipments at various locations in NDMC area"** by issuing Request For Proposal ("RFP") documents (including its addendums) to the prospective "Bidders" to implement the said Project for and on behalf of the NDMC.

B. M/s \_\_\_\_\_ (mention complete name), a company duly organized and existing under the laws of India (insert jurisdiction / country), having its Registered Office at \_\_\_\_\_ (give complete address) hereinafter called the Special Purpose Company "the SPC", which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, ☐ is an Affiliate of the Guarantor, and has been formed for the development of the Project with one of the condition that the SPC shall arrange guarantees from its Consortium (CONSORTIUM) Members, i.e. Guarantors, guaranteeing due and satisfactory performance of the work covered under the said RFP document (including its addendums) or any change made in may be deemed appropriate by the NDMC at any stage.

C. The Bid / Proposal submitted by the Consortium (CONSORTIUM) Members i.e. (i) \_\_\_\_\_, (ii) \_\_\_\_\_ and (iii) \_\_\_\_\_ [Guarantors] was accepted by NDMC and the Guarantors were declared the "Successful Bidder". Accordingly, this

\* Affiliate shall mean and include – in case of a company or corporation, which is directly or indirectly owned by the Guarantor / Parent / Holding Company, by way of ownership of more





than 20% (twenty per cent) [in case of Lead Member – 26% (twenty six percent)] of the voting shares of such Affiliate company.

Guarantor i.e. Consortium (CONSORTIUM) Member- (1/2/3) is executing this individual Deed of Guarantee towards / in favour of this SPC.

D. The Guarantor represents that it has gone through and understood the requirement of the above said RFP document (including its addendums) and are capable of and committed to provide technical, financial and such other supports as may be required by the SPC for the successful execution of the same.

E. The Guarantor is executing this Deed of Guarantee in favour of NDMC, wherein the Guarantor (along with other Consortium (CONSORTIUM) Members) and the Affiliate (SPC) shall be jointly and severally liable towards the Project and the Guarantor shall also be pledging / providing technical, financial and such other supports as may be necessary to the Affiliate (SPC) for performance of the work relating to the said Project as per the RFP document (including its addendums) and as per the Contract agreement contained in the RFP document.

F. Accordingly, at the request of the Affiliate and in consideration of and as a requirement for NDMC to enter into agreement(s) with the SPC, the Guarantor hereby agrees to give this Guarantee and undertakes as follows:

1. The Guarantor (CONSORTIUM Member-1/2) unconditionally agrees that in case of non performance by the SPC of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by NDMC, take up the Project without any demur or objection, in continuation and without loss of time and without any cost to NDMC and duly perform the obligations and responsibilities of the SPC to the satisfaction of NDMC. In case the Guarantor also fails to discharge its obligations herein and is not able to complete the Project satisfactorily, NDMC shall have absolute rights for effecting the execution of the Project from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good any loss that may be caused to NDMC for any non-performance or unsatisfactory performance by the Guarantor or the SPC of any of their obligations.

2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the Project (including discharge of the warranty obligations) awarded to the SPC till the completion of the Contract Period (including any extension).

3. The Guarantor shall be jointly with the SPC, as also severally responsible for the satisfactory execution and performance of Project during the currency of the "Contract agreement" to be entered amongst the SPC and NDMC.

4. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals, permits

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and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.

5. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of only New Delhi, India.

6. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has fully understood the implications of the same.

7. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

8. The Guarantor represents and confirms that in pursuance to Para / Point 7, the Guarantor has submitted and provided to NDMC (with this Deed of Guarantee), a valid Board Resolution duly authorizing the Guarantor to pledge / provide technical, financial and such other supports as may be necessary for performance of the work relating to the said Project as per the RFP and Contract agreement.

For & on behalf of \_\_\_\_\_

Witness:

- 1.
- 2.

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