

REQUEST FOR PROPOSAL

For

UTT-KAN-031: DEVELOPMENT OF OPEN GYM

**CONSTRUCTION, SUPPLY & INSTALLATION OF OPEN AIR GYM
(OUTDOOR) EQUIPMENT
AT VARIOUS LOCATIONS IN KANPUR CITY
WITH
DEFECT LIABILITY PERIOD OF ONE YEAR
&
COMPREHENSIVE ANNUAL MAINTENANCE OF FIVE YEARS
RT-1**

Under

SMART CITY MISSION (SCM)

IN

(KANPUR, UTTAR PRADESH, INDIA)

Ref No : KSCL/UTT-KAN-031/PMC/01

SCHEDULE OF RFP PROCESS

KSCL would endeavour to adhere to the following schedule from the date of issue of notification during the Process:

| Sl. No. | Activity | Duration |
|---------|---|--|
| 1. | Online Sale/Download date of Tender documents | From 11/09/2019 onwards |
| 2. | Cost of Bidding Document | The bidder shall have to submit Rs.5,000/- (Rupees Five Thousands only) (Non Refundable) through a Demand Draft in favour of 'Chief Executive Officer, Kanpur Smart City Limited' payable at Kanpur. |
| 3. | Pre-bid conference and Venue | 18/08/2019 at 4:00 PM at Kanpur Smart City Limited, 1ST Floor, Kanpur Nagar Nigam Mukhyalaya, Motijheel, Kanpur |
| 4. | Last Date for submission of Bid (Online) | 04/10/2019 at 3:30 PM |
| 5. | Last Date for submission of Bid (Hardcopy) | 04/10/2019 at 4:00 PM at Kanpur Smart City Limited, 3rd Floor, Kanpur Nagar Nigam Mukhyalaya, Motijheel, Kanpur |
| 6. | Date & time for opening of Technical Bid | 04/10/2019 at 4:30 PM |
| 7. | Validity of Bid | 180 days from the last date of online submission of bid. |
| 8. | Bid Security (EMD) | Rs. 4,00,000 (INR Four Lakh only) in the form of BG / FDR / TDR from any Scheduled /Nationalized Bank. |
| 9. | Date time and place of opening of Financial Bid | To be informed later. |
| 10. | Address for communication | The Chief Executive Officer, Kanpur Smart City Limited, Kanpur Nagar Nigam Mukhyalaya, Motijheel, Kanpur Email: ksclkanpur@gmail.com; mckanpur@yahoo.com; |

- 1) If any date specified herein is a holiday, then the next working day will be considered for the activity and the time will remain the same.
- 2) The Schedule indicated above is tentative and KSCL may change any or the entire schedule with prior intimation to all bidders.

Request for Proposal (RFP) for Construction, Supply & Installation of Open Air Gym (outdoor) equipment at various locations in the Kanpur City with Defect Liability (D/L) period of one year & Comprehensive Annual Maintenance (CAM) of five years

Instructions for Online Bid Submission

- 1) Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://etender.up.nic.in>
- 2) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
- 3) Bidder should register for the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
- 4) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- 5) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/Smartcard, should be registered.
- 6) The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
- 7) Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
- 8) After downloading/getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
- 9) Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting, if any. Bidder should take into account the corrigendum, if any published before submitting the bids online.
- 10) Bidder may log in to the site through the secured login by the user id/password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.
- 11) Bidder may select the tender in which he/she is interested in by using the search option and then move it to the ‘my tenders’ folder.
- 12) From my tender folder, he may select the tender to view all the details uploaded there.
- 13) It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
- 14) Bidder should get ready the bid documents to be submitted as indicated in the tender document/schedule in advance and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through

zip/rar and the same, if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.

- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “My Space option” and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. The very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have duly read, understood and agreed with all clauses of the bid document including General Conditions of Contract (GCC) without any exception.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
- 23) The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority well before the bid submission due date and time (as per Server System Clock). The Authority shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
- 24) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
- 25) The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric

encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 29)** The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 30)** The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 31)** For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Also, for any further queries, the bidders are advised to send a mail to – ksclkanpur@gmail.com

NOTES:

1. Though adequate care has been taken while preparing this RFP, the Bidder shall satisfy himself/itself on receipt of the RFP document, that the RFP document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
2. KSCL may modify, amend or supplement this RFP document. Further, this RFP does not constitute a binding offer by the KSCL nor does it constitute a contract. This RFP may be withdrawn or cancelled by the KSCL at any time without assigning any reasons thereof. It may also be noted that the RFP and/or the Agreements and other documents issued along with this RFP may be modified/amended. Such modifications/ amendments, if any, shall be intimated to all the buyers of this RFP/Bidders who have been issued this RFP.
3. While this RFP has been prepared in good faith, neither KSCL nor its employees or advisors/consultants make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused to the Bidder by any act or omission on their part.

1.1 Background

- 1.1.1 Kanpur Smart City Limited (KSCL) is a Company formed for the execution of the projects identified in the Smart City Project of Kanpur City under the Smart City Mission.
- 1.1.2 KSCL under the Smart City Mission is mandated to implement the identified projects under the Mission.
- 1.1.3 The objective of the bidding process is to select a Successful Bidder for supply & installation of Open Air Gym (outdoor) equipment at various locations in the Kanpur City with defect liability period of one year & operation and maintenance of five years as per the terms of this RFP and as per specifications mentioned herein. The Selected Bidder shall be responsible for undertaking the procurement, installation, landscaping of the park where it is installed (as per the supplied drawings) and operation & maintenance for 5 years as per the terms of the RFP Documents including Agreements emanating from the RFP.
- 1.1.4 The bidder shall prepare the Comprehensive Project Report and submit the same to demonstrate its competency in the field. The Bidders shall not include any financial information in this proposal. This report should contain only Technical and regulatory due diligence, if any, in respect of the project proponent.

SOURCE OF FUNDS:

The expenditure on this project shall be made by Smart City Mission (SCM).

1.2 Request for Proposal

The Authority issues RFP document to the intending bidders and invites sealed proposal for supply & installation of Open Air Gym (outdoor) equipment at various locations in the Kanpur City with defect liability period of one year & operation and maintenance of five years as per the terms of this RFP and as per specifications mentioned herein.

The Authority intends to select the bidder through a transparent competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the Assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project sites, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified herein.

1.4 Cost of RFP Document

The cost of this RFP document which is payable in the form of a demand draft or banker's cheque for an amount of **Rs. 5,000 (Rupees Five Thousand only)** drawn on any Scheduled or Nationalized Bank in India in favour of Chief Executive Officer, Kanpur Smart City Limited and payable at Kanpur. The document fee which is non-refundable needs to be submitted along with the proposal. Any proposal without the requisite fee shall be summarily rejected.

1.5 Validity of Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date.

1.6 Brief description of the Selection Process

The Authority has adopted a Single Stage – Two Rounds selection process (collectively the “Selection Process”) in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in the RFP. Based on this technical evaluation, a list of short-listed Bidders shall be prepared and the financial bid of only qualified bidders shall be evaluated.

1.7 Pre-proposal visit and inspection of data

Prospective Bidders may visit the office of the Authority and the Project site and review the available documents and data at any time prior to Proposal due date. For this purpose, they will provide at least two days’ notice to the Nodal Officer specified below

1.8 Pre-Proposal Conference

Pre-Proposal Conference of the Bidders shall be convened at the designated date, time and place. The date, time and venue of Pre-Proposal Conference shall be:

Date & Time:

Venue:

During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

1.9 Communications

All communications should be addressed to:

**The Chief Executive Officer,
Kanpur Smart City Limited,
Kanpur Nagar Nigam Mukhyalaya, Motijheel,
Kanpur**

Email: ksclkanpur@gmail.com; mckanpur@yahoo.com;

1.10 Submission address for Bids

The Hard copy of bids should be submitted to:

**The Chief Executive Officer,
Kanpur Smart City Limited,
Kanpur Nagar Nigam Mukhyalaya, Motijheel,
Kanpur**

Email: ksclkanpur@gmail.com; mckanpur@yahoo.com;

Envelopes should contain the following information to be marked at the top in bold letters:

“REQUEST FOR PROPOSAL FOR SUPPLY& INSTALLATION OF OPEN AIR GYM (OUTDOOR) EQUIPMENT’S AT VARIOUS LOCATIONS IN THE KANPUR CITY WITH DEFECT LIABILITY PERIOD OF ONE YEAR & COMPREHENSIVE ANNUAL MAINTENANCE OF FIVE YEARS.”

2. Information to bidders

- 2.1** Bidders are advised that the selection of bidder shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Annexure – 1 to 7 and the Financial Proposal shall be submitted in the form at Annexure – 8. Upon selection, the Bidder shall be required to enter into an Agreement with the Authority.

2.2 Number of Proposals

No bidder shall submit more than one proposal against this RFP. Any bidder submitting more than one proposal shall be disqualified automatically.

2.3 Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.4 Earnest Money Deposit / Bid Security

- 2.4.1** The proposal should be accompanied by a Bid Security/Earnest Money Deposit of Rs. 4,00,000.00 (Rupees Four Lakhs only). The Bid Security/EMD shall be kept valid throughout the period of 180 (one hundred and eighty) days and 45 days beyond the Proposal Validity Period including any extensions thereto and would be required to be extended further if so required by Authority. Any extension of the validity of the Bid Security/EMD as requested by Authority shall be provided within 7 (seven calendar) days prior to the expiry of the validity of the Bid Security/EMD, being extended. When an extension of the Bid Validity Period is requested, Bidders shall not be permitted to change the terms and conditions of their Bids. KSCL reserves the right to reject the bid submitted by any Bidder who fails to extend the validity of the Bid Security/EMD in line with the provisions of this clause.

- 2.4.2** The Bid Security/ EMD shall be in the form of a FDR/TDR/Bank Guarantee issued by a Nationalized/Scheduled Bank drawn in favor of the Chief Executive Officer, Kanpur Smart City Limited, payable at Kanpur as per the specified format herein. KSCL shall not be liable to pay any interest on the Bid Security/EMD so made and the same shall be interest free.

- 2.4.3** The Bid Security will be returned as promptly as possible of all the unsuccessful Bidders. The Bid Security of Selected Bidder will be returned, without any interest, upon the Selected Bidder signing the Agreement and providing the Performance Security in accordance with the provisions of the Agreement. In addition to the above, KSCL will within 60 days release all Bid Securities in the event KSCL decides to terminate the bidding proceedings or abandon the Project.

2.4.4 KSCL shall reject the bid which does not include the Bid Security/ EMD as a part of Technical Bid. KSCL shall reject the bid, if the bid submitted by the Bidder is declared non-responsive/ non-qualified/conditional by KSCL; or if the bid is not as per the Format(s) provided in the RFP document. The entire Bid Security/EMD shall be forfeited in the following cases:

2.4.4.1 If the Bidder withdraws its bid;

2.4.4.2 If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the validity period of the bid;

2.4.4.3 If the Selected Bidder fails to submit the Performance Bank Guarantee(s) in favour of KSCL or fails to sign the Agreement within the stipulated timeframe.

2.4.4.4 If the Selected Bidder fails to meet any other pre-requisite for signing of Agreements per the terms of this RFP.

2.5 Visit to the Authority and verification of information

Bidders are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.6 Acknowledgement by Bidder

2.6.1 It shall be deemed that by submitting the Proposal, the Bidder has:

2.6.1.1 Made a complete and careful examination of the RFP;

2.6.1.2 Received all relevant information requested from the Authority;

2.6.1.3 Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.4 above;

2.6.1.4 Satisfied itself about all matters, things and information, including matters referred to in Clause 2.4 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;

2.6.1.5 Acknowledged that it does not have a Conflict of Interest; and

2.6.1.6 Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to reject any or all Proposals

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

2.7.2 Without prejudice to the generality of Clause 2.7.1, the Authority reserves the right to reject any Proposal if:

2.7.2.1 t any time, a material misrepresentation is made or discovered, or

2.7.2.2 The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

2.7.3 Misrepresentation/ improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the L1 Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.7.4 The Bid is not accompanied by documents and annexure required to be submitted in accordance with the RFP document; or

2.7.5 Failure to comply with the requirements of this RFP document; or

2.7.6 Any Bid that is received after the Proposal Due Date; or

2.7.7 Any bid that is not accompanied by the requisite bid processing Fee and/or Earnest Money Deposit.

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may send their queries to the Authority in writing as mentioned in Clause 1.10, before the date mentioned in the Schedule of RFP Process given herein.

2.8.2 The responses will be addressed during pre-proposal meeting.

2.8.3 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.9 Amendment of RFP

2.9.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by the, modify the RFP document by the issuance of Addendum/ Corrigendum and the amendments will be posted on the official website <https://kanpursmartcity.in/> and will be binding on all Bidders.

2.9.2 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal due date.

2.10 Proposal Due Date

2.10.1 Proposal should be submitted on or before the proposal due date specified at Schedule of RFP process at the address specified herein in the manner and form as detailed in this RFP.

2.11 Late Proposals

Proposals received by the Authority after the specified time and date shall not be eligible for consideration and shall be summarily rejected.

2.12 Modification/ Substitution/ withdrawal of Proposal

2.12.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to proposal due date. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the proposal due date.

2.12.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate at the address of submission specified.

2.12.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the proposal due date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.13 Performance Security

The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If the bidder engages in any of the Prohibited Practices specified in this RFP;
- (b) If the Bidder is found to have a Conflict of Interest as specified herein; and
- (c) If the selected Bidder commits a breach of the Agreement.

2.14 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its Disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.15 Clarifications

2.15.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.15.2 If the Bidder does not provide clarifications sought under Clause 2.15.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.16 Indemnity

The successful Bidder shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not less than 3 (three) times the value of the Agreement, for any direct or indirect loss or damage that is caused due to any deficiency in Services.

2.17 Letter of Award

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next best Bidder may be considered.

2.18 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period as agreed between the Authority and Selected Bidder. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

2.19 Commencement of Assignment

The Selected Bidder shall commence the Assignment within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Successful Bidder fails to either sign the Agreement as specified in Clause 2.18 or commence the assignment as specified herein, the Authority may invite the next best Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

3. Fraud and corrupt practices

3.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

3.2 Without prejudice to the rights of the Authority under Clause 3.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if the Bidder or Successful Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the

- Agreement, such Bidder or Successful Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Successful Bidder, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3.3** For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- 3.3.1** “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- 3.4** “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 3.5** “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- 3.6** “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- 4. Non-Discriminatory and Transparent Bidding Proceedings**
KSCL shall ensure that the rules for the bidding proceedings are applied in a non-discriminatory, transparent and objective manner. KSCL shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition

5. Miscellaneous

- 5.1** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at **Kanpur, Uttar Pradesh** shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- 5.2.1** suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - 5.2.2** consult with any Bidder in order to receive clarification or further information;
 - 5.2.3** retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - 5.2.4** Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 5.3** It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.4** Unless otherwise specified, the RFP Document shall mean the complete set of documents along with all Annexure and subsequent Addendum/Corrigendum, if any.
- 5.5** Authority will not be responsible for any delay, loss or non-receipt of bids sent by post / courier. Further, Authority shall not be responsible for any delay in receiving the Proposal and reserves the rights to accept/ reject any or all Bids without assigning any reason thereof.
- 5.6** Further, the complete proposal must be submitted with all pages numbered serially, along with an index of submissions, Bid Processing Fee and Bid Security/EMD. The Bid Processing Fee & Bid Security/ EMD shall be submitted in the envelope containing the Technical Bid. The Bidders are required to submit all details only as enumerated in the tender. In the event of any of the instructions mentioned herein not being adhered to, the Authority shall have the right to reject the Bid at any stage.
- 5.7** All documents and other information supplied by the Authority or submitted by the Bidder shall remain or become, as the case may be, the property of the Authority.
- 5.8** The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- 5.9** The Selected Bidder would ensure compliance of all the applicable laws, rules, legislations and guidelines required to be met for the Project. Any default to the compliance requirements would be default on part of the Selected Bidder and could lead to termination of the agreement.
- 5.10** The confirmation and cross checking of the details provided shall be sole responsibility of the Bidders and the Authority and/or any of its officers/representatives shall not be held responsible for the same in any manner whatsoever.

- 5.11** During the execution the bidder is responsible for safety and insurance of their staff, workers and daily wages labourers. All applicable law of land is to be followed by the bidder. The bidder shall be held responsible in all respect in case of default.
- 5.12** The bidder will be responsible for incorporating all safety aspects & meeting up the desired service levels.
- 6. Essential Details of Items / Services required**
- 6.1 Scope of Project/ Objective of the Project:**
- 6.1.1** Supply & installation of open air gym (outdoor) equipment at various locations in the Kanpur city with defect liability period of one year & operation and maintenance of five years.
- 6.1.2** The Scope of work also includes the following works:

| | |
|---|--|
| Site filling/ Levelling | The detail is attached in the Annexure-9 |
| Earth Compacting | |
| Filling of Aggregate / PCC bed (150 mm) | |
| Sand Filling 50 – 75mm | |
| Pavers tiles as design approved by Engineer-In-Charge | |
| Kerb stone as Design approved by Engineer-In-Charge | |
| RCC foundation for Gym equipment | |
| Supply of Equipment's | |
| Installation of equipment's- Fixing of equipment (including required bolt, nuts, fixing arrangements) | |
| Geo Tagging | |

6.2 Specifications of the Open Gym: Please refer ANNEXURE-9.

6.3 Design Criteria:

- 6.3.1** Gym Equipment's shall be placed in sequence as per the design provided herein.
- 6.3.2** All equipment should be placed with proper movement space.
- 6.3.3** All equipment used should be weather proof, long lasting and durable.
- 6.3.4** Flooring should be heavy duty hard paved tile for long lasting life.
- 6.3.5** The equipment to be placed in each location are as follows:

| Sl. No | Equipment | Quantity |
|--------|--------------------------|----------|
| 1 | Parallel Bar | 1 Nos. |
| 2 | Chin-up and Dipping Bars | 1 Nos. |
| 3 | Standing Waist Trainer | 1 Nos. |
| 4 | Shoulder Wheel | 1 Nos. |
| 5 | Space walker | 2 Nos. |
| 6 | Bicycle | 2 Nos. |
| 7 | Leg Press (Double) | 1 Nos. |
| 8 | Rowing Machine | 1 Nos. |
| 9 | Pull Chair | 1 Nos. |
| 10 | Chest Press (Double) | 1 Nos. |
| 11 | Scaling Ladder | 1 Nos. |
| 12 | Sit Up Bench | 1 Nos. |
| 13 | Abdomen Bench | 1 Nos. |

6.4 Special conditions of contract:

- 6.4.1** Completion Time Schedule, The work covered under this Bidding Document and, in particular, in the Technical Specifications of the Bidding Document shall be commissioned at the Site within the **completion period i.e, 3 months** specified in the Technical Specifications from the effective date of Contract. In case the Successful Bidder fails to achieve the completion of the commissioning and establishing agreed guaranteed technical parameters within the period specified in the Technical Specification from the effective date of Contract, the Authority, without prejudice to its other remedies under the contract, shall levy a penalty on the Bidder at the rate of **one percent of the Contract** Price per week of delay or part there of subject to maximum of ten percent of the Contract
- 6.4.2** Price. Once the maximum is reached, KSCL may consider termination of the contract.
- 6.4.3** The contractor shall ensure presence of at least one site in charge/supervisor in the area all the time for better control.
- 6.4.4** The contractor shall deploy adequate resources, tools and tackles etc. so as to suit the smooth functioning of works and shall submit the list of the equipment he proposes to deploy with standardization.

- 6.4.5** There must be 1 year comprehensive Defect Liability Period (DLP) from the date of completion of work/handling over to Kanpur Smart City Limited, Kanpur.
- 6.4.6** During DLP, in case of any written report from Kanpur Smart City Limited about any manufacturing defect, if not rectified within Seven Days from the day of written report, KSCL will impose penalty of Rs **1500.00 per day**.
- 6.4.7** Under the definition of warranty, the manufacturing defects/faults liability shall be covered with all the items in the executed work including all parts of civil works/on site construction.
- 6.4.8** During the five years of Comprehensive Annual Maintenance, entire project will be maintained by the successful Bidder. Machines, Materials, Equipment and labours are to be arranged by the successful bidder.
- 6.4.9** If there is some damage to the structure made, the repair work shall be executed by the tenderer immediately
- 6.5 Other Conditions:**
- 6.5.1 Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by amicable bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.
- 6.5.2 Transfer and Sub-letting:** The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose off the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.
- 6.5.3 Patents and other Industrial Property Rights:** The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The bidder shall indemnify the authority against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Bidder shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
- 6.5.4 Performance Bank Guarantee:** The bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a Nationalized/Scheduled Bank in India for a sum equal to 10 % of the total contract value within 15 days of receipt of LOA. Performance Bank Guarantee should be kept valid up to 90 days beyond the date of warranty.
- 6.5.5 Advance Payments.** No advance payment(s) will be made.
- 6.5.6 Fall clause.** The following fall clause will form part of the contract placed on successful bidder.
- (a) The price charged for the stores supplied under the contract by the bidder shall in no event exceed the lowest prices at which the bidder sells the stores or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central Government or any Department of State Government or any statutory undertaking the Central or State Government as the case may be

during the period till performance of all Supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Bidder reduces the sale price, sells or offer to sell such stores to any person/ organization including the Authority or any Deptt. of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Director General of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

(c) The bidder shall furnish the following certificate to the Authority along with each bill for payment for supplies made against the Rate contract – *“We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or State Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the Government under the contract”*.

6.5.7 Specification. The following Specification Clause will form part of the contract placed on successful bidder. The bidder guarantees to meet the specifications as per RFP and design proposal submitted and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Authority as per modifications/requirements recommended. All technical literature and drawings shall be amended as the modifications by the bidder before execution to the Authority. The Bidder, in consultation with the Authority, may carry out technical up-gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings, and repair and maintenance techniques along with necessary tools as a result of up-gradation / alterations will be provided to the authority free of cost within 60 days of affecting such up-gradation/alterations.

6.5.8 Quality Assurance. Bidder would provide the Standard Acceptance Test Procedure (ATP) within 01 month of the date of contract. Authority reserves the right to modify the ATP. Bidder would be required to provide all test facilities at his premises for acceptance and inspection by Authority. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

6.5.9 Inspection agency: All Equipment Item shall be meet ISO/ISI standard specification with authorized inspection authority. Successful bidder have to carry out the Third Party Inspection before supply the Gym Equipment's.

6.5.10 Inspection Authority. The Inspection will be carried out by an Officer / Agency / Institution detailed by the Chief Executive Officer, Kanpur Smart City Limited. The mode of Inspection will be User Inspection. The items will be subjected to detailed Acceptance Testing Procedure (ATP) to test individual components and successful integration of all components. The vendor and the user will work out the details of the procedure jointly. The specifications of the equipment should be in conformity with the details provided by the vendor and as per the given specifications. The user would issue an Acceptance Certificate on successful completion of acceptance testing after delivery. The date of issuing the Acceptance Certificate would be deemed to be the date on which the warranty will commence.

6.5.11 Franking clause. The following Franking clause will form part of the contract placed on successful bidder.

(a) **Franking Clause in the case of Acceptance of Goods** - “The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the authority under the terms and conditions of the contract”.

(b) **Franking Clause in the case of Rejection of Goods** - “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Authority in any manner. The goods are being rejected without prejudice to the rights of the authority under the terms and conditions of the contract.”

6.5.12 Warranty. The following Warranty will form part of the contract placed on successful bidder.

(a) The bidder warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

(b) The Bidder commits for a period of 1year from the date of acceptance of stores by joint receipt inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

(c) If within the period of warranty, the goods are reported by the authority to have failed to perform as per the specifications, the bidder shall either replace or rectify the same free of charge, within a maximum period of 10 days of notification of such defect received by the bidder. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs or defect liability period shall be provided free of cost by the bidder. The bidder also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the authority and the bidder. Spares required for post defect liability period shall be chargeable.

6.6 Scope not exhaustive

6.6.1 The Scope of Services specified in the Clause above are not exhaustive and the Successful Bidder shall undertake such other tasks as may be necessary to appraise the project feasibility technically and financially.

6.7 Bidders' Responsibilities

6.7.1 Each Bidder is expected to examine carefully the contents of all the documents provided and consisting of this RFP Document. Failure to comply with the requirements of this RFP document will be at the Bidders' own risk.

6.7.2 It would be deemed that prior to the submission of the Proposal, the Bidder has:
Made a complete and careful examination of requirements and other information set forth in this RFP document, Received all such relevant information as it has requested from Authority; and Made a complete and careful examination of the various aspects of the Project including but not limited to:

The Project site;

Existing facilities and structures;

The conditions of the access roads and utilities in the vicinity of the Site

Conditions affecting transportation, access, disposal, handling and storage of the materials.

All other matters that might affect the Bidder's performance under the terms of this Tender.

The Authority shall not be liable for any inadvertent mistake or error or neglect by the Bidder in respect of the above.

7. Bidding Process

For selecting the Preferred Bidder to undertake the above Project, KSCL has adopted a Single Stage – Two Round System. The first round comprises of the evaluation of the Technical Bid and second round comprise of the evaluation of the Financial Bid. The Bidders would be required to furnish the information specified in the RFP document. Only those Bidders who will qualify the Technical Bid Round will be considered for the Second Round, i.e. the Financial Bid of only those bidders will be opened who have qualified in the Technical Bid Round.

All Bidders are required to submit duly filled RFP documents (Technical and Financial Bid) in accordance with the guidelines set forth in this RFP Document. In order to enable the Bidders to prepare Bid in a consistent manner and to minimize misunderstandings regarding how Bidders' Proposals will be interpreted by KSCL, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in the document. The evaluation of Technical Bid (Envelope 1) shall be carried out in accordance with the terms and conditions provided in this RFP document.

The Evaluation of the Financial Bid (Envelope 2) would be carried out on the basis of the evaluation of the Technical Bid (Envelope 1) as per the criteria mentioned in the RFP document. There will a minimum qualifying score for the Technical Bid as per criteria specified in the RFP document. Based on score of Technical Bid, the Financial Bid (Envelope 2) of only those Bidders would be opened who "Qualify" the Technical criteria.

7.1.1 PREPARATION AND SUBMISSION OF PROPOSAL

7.1.2 Language

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

7.1.3 Format and signing of Proposal

7.1.3.1 The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

7.1.3.2 The Bidder shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along **therewith** pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Bidder shall submit 1 (one) copy of the Proposal, along with Documents, marked “COPY”. In the event of any discrepancy between the original and its copies, the original shall prevail.

7.1.3.3 The Proposal, and its copy, shall be typed or written in indelible ink, signed by the authorised signatory of the Bidder who shall initial each page, in blue ink and properly bounded. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “Authorised Representative”) as detailed below:

7.1.3.3.1 by the proprietor, in case of a proprietary firm; or

7.1.3.3.2 by a partner, in case of a partnership firm and/or a limited liability partnership; or

7.1.3.3.3 by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a Corporation;

7.1.3.4 Bidders should note the Proposal due date as specified above, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal due date. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

7.1.4 Preparation of Proposal

7.1.4.1 The Bidder would provide all the information as per the Bidding document. KSCL reserves the right to evaluate only those bids that are received in the required format complete in all respects and in line with the instructions contained herein.

7.1.4.2 The currency for the purpose of the Bid shall be Indian Rupees.

7.1.4.3 The Proposal should be submitted in 2 (Two) separate envelopes and put together in 1 (one) single outer envelope and each envelope should be addressed as stated in

Clause 1.10 hereinabove and should bear the name of the project. The contents of both the envelopes is explicitly mentioned below:

Envelope 1: Technical Bid shall consist of the following:

- a. Bid Processing Fee Demand Draft / Bankers' Cheque (Non-refundable)
- b. Earnest Money Deposit – FDR/TDR/Bank Guarantee (Refundable)
- c. Technical Bid Submission Forms
- d. Bidder Information Form
- e. Anti-collusion undertaking
- f. RFP document and its Annexure and Addenda/Corrigenda, each page duly stamped and signed by the authorized signatory.
- g. Certificate of Incorporation/ Trade License
- h. Power of Attorney issued by the Bidding Company in favor of the personsigning the Bid, in the form attached hereto.
- i. Covering Letter as per prescribed Format

Envelope 2: Financial Bid shall consist of the following:

Envelope 2 should contain only the duly filled in Financial Bid of the Bidders as per the format specified herein Annexure 8. No condition, other than specified shall be attached with the financial bid. It will be opened in the presence of representative of Technically Qualified Bidders, who wish to be present.

7.1.4.4 Sealing and Marking of Proposal

7.1.4.4.1 The Bidder shall seal each of the envelopes duly marking each envelope as “TECHNICAL BID” AND “FINANCIAL BID” respectively.

7.1.4.4.2 The Bidder shall put the 2 (two) separate envelopes containing the Technical Bid and Financial Bid respectively in a single outer envelope and seal the outer envelope. The outer envelopes shall clearly bear the following identification.

“REQUEST FOR PROPOSAL FOR SUPPLY & INSTALLATION OF OPEN AIR GYM (OUTDOOR) EQUIPMENT AT VARIOUS LOCATIONS IN THE KANPUR CITY WITH DEFECT LIABILITY PERIOD OF ONE YEAR & COMPREHENSIVE ANNUAL MAINTENANCE OF FIVE YEARS”

Each of the envelopes shall indicate the complete name, address, telephone number and fax number/E-mail of the Bidder.

7.1.4.5 Evaluation Process

- 7.1.4.5.1** The Financial Proposals received by the Authority will remain sealed and unopened in possession until the Technical Proposal has been tested for their responsiveness to RFP and result of Technical Evaluation is complete.
- 7.1.4.5.2** The Authority would open the Technical Proposal on the date mentioned against the Date for Submission of Proposals in the Schedule of Bidding Process or on the extended Date for Submission of Proposals. Financial Proposals shall not be opened at this stage.
- 7.1.4.5.3** The cost proposed by the bidder for the component will be considered to be final for all the ensuing calculations. If there is any cost over-run whatsoever, over and above the proposed cost of the bidder, then the bidder shall have to bear the same.
- 7.1.4.5.4** Proposals for which an acceptable notice of withdrawal has been submitted shall not be opened.
- 7.1.4.5.5** The Technical Proposal shall be opened in the presence of Bidders' representatives, who choose to attend. Bidders' representatives attending the Proposal Opening shall register to evidence their presence.
- 7.1.4.5.6** The Authority would subsequently examine responsiveness of Proposals in accordance with the criteria set out herein.
- 7.1.4.5.7** After the Proposal Opening, information relating to the examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed except as underlined in this RFP.

7.1.5 Proposal Evaluation

- 7.1.5.1** The Project will be awarded to the Bidder, who submits a responsive Bid, meets the minimum technical criteria for undertaking the Project and offers to enter into an Operation Agreement on the best financial terms.
- 7.1.5.2** The Technical Proposals will undergo evaluation as per the criteria and process specified in RFP and would be assigned a score. The bidders whose technical proposal meets the minimum threshold score shall be considered for financial evaluation. The Authority reserve the right to reject the Proposals, which do not meet the technical parameters stipulated in the RFP.
- 7.1.5.3** For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.
- 7.1.5.4** The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations within the total quoted price shall be that of the Bidder. The bidder quoting lowest Financial Proposal (L1) will be considered as a preferred bidder. As per the BOQ Item quoted by the bidder the Cost of Construction, Supply & Installation and Cost of Comprehensive Annual Maintenance for 5 years will be together used for determining the lowest financial proposal (L1). Mathematically,
Total Cost, $C = A+B$ and
 $B = Y1+Y2+Y3+Y4+Y5$; please refer the Annexure-8 for abbreviations used.

7.1.6 Test of responsiveness

7.1.6.1 The Technical Bids submitted by Bidder shall be initially scrutinized to establish “Responsiveness”. Any of the following conditions may cause the Bid to be considered “Non-responsive”, at the sole discretion of the Authority:

7.1.6.1.1 Bid not meeting any of the conditions mentioned in RFP; or

7.1.6.1.2 Bid not accompanied by a valid EMD; or

7.1.6.1.3 Bid not accompanied by a Bid Processing Fees, which shall be non-refundable. This amount shall be payable by a crossed demand draft or banker’s cheque drawn in favour of Chief Executive Officer, Kanpur Smart City Limited payable at Kanpur;

7.1.6.1.4 Bid not signed by authorised signatory in the manner and to the extent indicated in this RFP and non-submission of Power of Attorney; or

7.1.6.1.5 Bid validity being less than that required in this RFP; or

7.1.6.1.6 Bid not containing all the Annexure given as part of the Technical bid; or

7.1.6.1.7 Bid being conditional;

7.1.6.1.8 Bids having Conflict of Interest;

A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

7.1.6.1.9 Which affects in any substantial way the scope, quality, or performance of the Project, or

7.1.6.1.10 Which limits in any substantial way, inconsistent with the RFP, rights of the Authority or the obligations of the Bidder.

7.1.6.1.11 Which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

7.1.6.2 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

8. ELIGIBILITY CRITERIA:

8.1 Registration:

8.1.1 The bidder shall be an entity incorporated under the Indian Companies Act, 1956/2013 or shall be a firm with a valid registration certificate/Trade License/State PWD/CPWD/MES. A copy to this effect must be submitted.

8.1.2 The Bidder must have a valid Goods & Service Tax (GST) registration in India. The bidder shall be required to submit a copy of its registration certificate along with the Proposal.

8.1.3 The Bidder must have an operational office for the last three years in India.

8.1.4 Document of Income tax registration with PAN CARD is required.

8.1.5 Labour department registration or any other statutory registration required.

8.2 Financial Eligibility:

Minimum Average Annual Turnover: Indian Rupees 5.00 crores in the last three financial years 2016-2017, 2017-2018 & 2018-2019. A Certificate from the Chartered Accountant to this effect must be submitted.

8.3 Technical Eligibility:

8.3.1 The bidder shall over the past 3 years preceding the Proposal submission due date, demonstrate experience in minimum 2 Nos. of relevant assignment at (Central/State/Municipal/PSUs/Private) Levels.

8.3.2 Relevant assignments:
Supply & Installation of Open Air Gym (outdoor) equipment at various locations in including civil works.

8.4 Guidelines for evaluating Technical Proposals:

| Sl. No | Technical Details Required |
|---------------|---|
| 1 | List of the Government departments/ Private in which similar types of projects already completed or in progress. Performance certificate copies and order copies issued by the competent authority should be submitted. |
| 2 | Preference will be given to the firms having ISO-9001-2000 Certification or similar certificate. Preference will be given for OEMs/Authorized Dealer. |
| 3 | Minimum Average Annual Turnover: Indian Rupees 10.00 crores in the last three financial years 2016-2017, 2017-2018 & 2018-2019. A Certificate from the Chartered Accountant to this effect must be submitted |

9.5 SCOPE OF WORK, SPECIFICATIONS, MATERIALS AND SCHEMATIC LAYOUT OF EQUIPMENTS

The specifications and material for outdoor fitness equipment's are given in Schedule - A and the schematic layout for outdoor fitness equipment's 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 equipment's as mentioned in Annexure 6, for which all the details are to be given by the KSCL.

- a. Single line layout plan of the location, where equipment's are to be installed shall be given by the KSCL Engineer-In- Charges bidder to ascertain the safe circulation area required for installation of each and every equipment as per drawing.
- b. Equipment Layout & its specifications with materials,
- c. Precautions and standards for maintaining equipment's,
- d. Provisions and measures for safety.

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 equipment's 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 i.e. up to the period of 5 years after successful implementation of the work.

- 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 equipment's.

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 complaints to be attended within 24 hours.
- b. Major complaints to be attended within 7 days.
- c. In case of non-attending the complaints within the stipulated time, a penalty of Rs. 1500.00/- per day for each equipment will be deducted from the running bills. In case of vandalism or theft, the requisite action will be taken as per law.

9.8 ALTERATION AND RENOVATIONS

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 KSCL through a written approval from NOMC through a written notice prior to commencement of any alteration works, if necessary NOMC reserves the right to ask for and review the renovation plan/ drawings before providing consent.

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.

10.9 WORK SCHEDULE

| Sr. No | Deliverables Work Sequence | As per Item BOQ |
|---|---|---|
| Civil Works | | |
| 1 | Civil Works to be completed as per Drawing prior to start installation of open gym equipment's. | As per the BOQ / Site Measurement |
| Equipment Supply | | |
| 2 | Delivery of all the Open Air Gym Equipment's at site (A Specified in RFP or Location given by KSCL. | As per the BOQ / Site Measurement |
| Equipment Installation & Commissioning | | |
| 3 | Installation of all the Open Air Gym Equipment's as per drawings and specification and approval by Engineer in Charge. | As per the BOQ / Site Measurement |
| 4 | Commissioning of Open Air Gym Equipment's to the satisfaction of the Engineer in Charge against completion certificate issued by KSCL | As per the BOQ / Site Measurement |
| Defect Liability (D/L) | | |
| 5 | Defects Liability Period at 1 year | 10% Hold of Each Running Bill As per the Sr.1,2,3 & 4 |
| Comprehensive Annual Maintenance(CAM) | | |
| 6 | Comprehensive Annual Maintenance at 5 years | As per the CAM Manual given by successful bidder |

10.10 Payment Terms & Condition:

10.10.1 No advances payment shall be made for above deliverables.

10.10.2 The payments as indicated above are for deliverable complete works and running payments will be made as per progress of the work.

10.10.3 The contractor shall at its sole expense and risk carry out procurement, installation, management and maintenance.

10.10.4 All the levies such as GST, TDS, income Tax. Cess, and VAT etc. imposed by Government of India time to time will be deducted from running payments.

10.10.5 This is Item Rate contract where time is of utmost importance. No claims of any sort with regard to escalation shall be admissible and therefore no payment what so ever in this regard shall be made

10.10.6 The work sequence indicated above are for not payment purpose and may therefore not indicate all items that have to be executed as part of the works under this tender. The payments for all such items, even though not explicitly mentioned above, shall

therefore be deemed to have been included in the schedule mentioned above and no separate or additional payments whatsoever shall be made.

- 10.10.7** The Engineer- In-Charge, KSCL may require the Bidder to extend the validity period of the Bank Guarantee(s) for such period which he considers it proper and the Bidder shall extend the validity period of such Bank Guarantee accordingly, if the Bidder fails to extend the period accordingly, the Engineer-In-Charge, KSCL may en-cash the B.G. before the expiry of the validity period.
- 10.10.8** The Bidder shall carryout all necessary rectifications of defects noticed, caused due to any reasons at his own cost within such reasonable period as mentioned in such communication notice from the Engineer-in-Charge, KSCL to him.
- 10.10.9** Failure of Bidder to rectify the defects properly in the given period shall be open for the Engineer-In-Charge, KSCL to get the defect(s) rectified either departmentally or through other agency (Without calling any tender / Quotation) and recover the actual cost plus 15 % (Fifteen per cent) of such cost from the Bidder from any sum, in any form available with the department.
- 10.10.10** If the Bidder or his work people shall break, deface, injure or destroy any part of building/park in which they may be working or any building road curbs, fences, enclosures, water pipes, cable\, drains, electric or telephone posts or wires, trees, grassland cultivated ground continuous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause whatever, or any imperfections become apparent in it within three months(Six month in the case of road works) after a certificate final or otherwise or its completion shall have been given by the Engineer-In-Charge as aforesaid the Bidder shall make good the same at his own expense or in default the Engineer-In-Charge may cause the same to be made good by other work men and deduct the expense of which certificate of the Engineer-In-Charge shall be final) from any sum that may be then or at any time thereafter, may become, due to the Bidder or from his security deposits, or the proceeds of sale thereof or of a sufficient portion thereof. The Bidder hereby also covenants that it shall be his responsibility to see that the Open Air Gym Installed under this contract do/ does perform properly during the period of DLP after its completion and if any defects are pointed out to him by the Engineer-In-Charge during the said period the same shall be removed by him own expenses or in default the Engineer-In-Charge. The Bidder needs to provide 5 years warranty of the Item supplied under this contracts.
- 10.10.11** Running payment shall be made as per detailed schedule of work sequence payments. The detailed schedule shall as be prepared within the broad break up of schedule of running payment as indicate above.
- 10.10.12** Extra work and rebate: Extra /Rebate work arising out of this contract shall be valued at prevailing market rate. The rate for such items shall be worked out by the Bidder in

consultation with the Engineer-in-charge and approved by the Chief Executive Officer/Chairman of KSCL. Such approval of rate[s] must invariably be obtained before taking-up of execution of such item[s] of work. This approved rate shall be final and binding on the Bidder.

10.10.13 No night work will be permitted without the written permission of the Engineer – in – charge of KSCL.

10.10.14 Items of work other than those mentioned in the Bill of Quantities (Tender Schedule) attached hereto will be carried out at the rates to be fixed by this organization as per relevant clauses of CPWD Works Manual.

10.10.15 Permission for erection of temporary work sheds etc., at site will have to be obtained from KSCL in writing in advance.

10.10.16 The works contract to be entered into with the successful tenderer will be governed by the CPWD works Manual or the latest in force.

10.10.17 The successful tenderer / Contractor shall observe all safety regulations and take necessary safety precaution as called for and Safety Precautions enclosed herewith.

10.10.18 Some changes are likely in the quantities furnished as well as in the layout, design and specifications of the work. The rate quoted shall be deemed to be inclusive of all such contingencies.

10.10.19 Engineer in charge / Civil or his duly authorized representative shall have all reasonable times access to Contractor's premises of work and shall have the power at all the reasonable times to inspect and test any portion of the work or examine the materials and workmanship of the structures during their manufacture and test. The contractor shall give due notice in writing to the Inspecting Engineer of KSCL when the materials supplied to be incorporated in the work are ready for Inspection and test. No material shall be incorporated in the work until the inspecting Engineer certified in writing that such materials have been inspected and approved by him or else the rejected material should be removed from site immediately.

11.11 COMPREHENSIVE MAINTENANCE REQUIREMENT:

- 11.11.1** Maintain assigned open gym area, The Bidder shall be responsible for basic maintenance of the assigned facility
- 11.11.2** Upkeep of the infrastructure provided by the KSCL Authority to the Contractor including Gym area, lights, Planter etc.
- 11.11.3** Responsible for maintenance of all the associated equipment of the gym.
- 11.11.4** At the end of the contract period when Gym and all other associated facilities are handed over to the Authority should be handed over in the same operating condition as they were at the time of contract.
- 11.11.5** The Bidder shall clean the assigned premises regularly/all time in order to impart training in perfect hygienic condition.
- 11.11.6** The Bidder shall pay the keep supervising day to day basis and reported to KSCL officer at Kanpur. The successful bidder shall be deployed adequate supervisor after completion of the work.
- 11.11.7** The Bidder shall compensate the Authority for any damage or loss if found in such properties with the replacement value as decided by same In any case if he fails to pay the amount, the same will be recovered from his security deposit/Bank Guarantee.
- 11.11.8** The bidder/contractor shall NOT quote their rates for AMC, CAM amount given separately in this bid by KSCL, and the CAM amount shall be paid during the CAM period performing by the successful bidder. Nothing will be paid extra for AMC for keeping the equipment's in functional condition at all time
- 11.11.9** No markings in the open gym area with any kind of powder/tape/other material would be permitted. The agency shall not cause or permit to be caused any damage to the said premises. Under no circumstances, the agency shall make any alteration to the said premises without the prior written permission of KSCL.
- 11.11.10** Contractor will be required to sign an inventory of the fittings and fixtures installed at the court at the time of beginning of contract which will be verified at the time of vacating. If found otherwise, the same shall be recovered from the Contractor.
- 11.11.11** Schedule of maintenance on weekly / Monthly / Quarterly Basis as per the Maintenance Manual.
- 11.11.12** Items cover for maintenance and parts/ spares for the replacements/ tear & wear/ greasing/Oiling/ Painting etc. during the Annual Maintenance.

- 11.11.13** Fixing device/ blocks is to be defined along with its maintenance/ replacements.
- 11.11.14** The details of foundation / fixing blocks for each outdoor equipment and its maintenance.
- 11.11.15** Complaint Redress System for outdoor fitness equipment's in KSCL Open Gym 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).
- 11.11.16** 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
- 11.11.17** The successful bidder has to give the tentative list of spare parts required during the Maintenance period.

11. SPECIFICATIONS FOR OUTDOOR EQUIPMENT



| GENERAL SPECIFICATIONS FOR OUTDOOR FITNESS EQUIPMENT | | |
|--|--|---|
| 1 | Government Organisation/PSU/TUV/ CE/TPI certificate | All the equipment's shall be Third Party Quality certified as per the standard |
| 2 | Safety and Quality standard | The Outdoor Fitness Equipment's should be confirming to the required standard for safety and quality as per DIN / ASTM / CPSC / ES / BIS /IS |
| 3 | Nuts & Bolts | Stainless steel 316 & lock-nut etc |
| 4 | 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 |
| 5 | Anti-Rust | Shot blast/grit blasting of equipment to clean the rust. Electrostatic powder coating technique: To process the pipe surface |
| 6 | 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 |
| 7 | Seat and plastics | LDPE / HDPE / metal with any protection / composite material with any protection infiltration of anti-ultraviolet, anti-static de-colorization element passing, strength, smooth surface, security assurances, weather resistance etc |
| 8 | UV | Fully resistant |
| 9 | Platforms | High Strength punching plate, with a special process dealing with wavy |



| | | |
|-----------|------------------|--|
| | | surface microscopy, safe and beautiful non-slip resistance. |
| 10 | 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 |



- The Standard mono-prototype and compact design are proposed for outdoor Gym which is fit for all public parks.
- Gym Equipment's are placed in sequence as per study made on basic daily exercise schedule.
- All equipment placed with proper movement space.
- All equipment used are weather proof, long lasting and durable.
- Flooring is heavy duty hard paved tile for long lasting life.



Types of equipment's are as follows




| Sl. No | Equipment | Quantity |
|--------|--------------------------|----------|
| 1 | Parallel Bar | 1 Nos. |
| 2 | Chin-up and Dipping Bars | 1 Nos. |
| 3 | Standing Waist Trainer | 1 Nos. |
| 4 | Shoulder Wheel | 1 Nos. |
| 5 | Space walker | 2 Nos. |
| 6 | Bicycle | 2 Nos. |
| 7 | Leg Press (Double) | 1 Nos. |
| 8 | Rowing Machine | 1 Nos. |
| 9 | Pull Chair | 1 Nos. |
| 10 | Chest Press (Double) | 1 Nos. |
| 11 | Scaling Ladder | 1 Nos. |
| 12 | Sit Up Bench | 2 Nos. |


| Sr. No. | ITEMS AND SPECIFICATION | IMAGES |
|---------|---|--|
| 1 | Parallel Bar- Parallel Bar are the most common and essential in all outdoor fitness equipment's for maintaining equal strength in upper and lower port body strength. This is also useful in all age of persons. |  |
| 2 | Chin-up and Dipping Bars- Chin-up and dipping bars is a unique combination of hanging, chinning, dipping, stretching and muscular exerciser. Its useful in teenage and young children's. |  |
| 3 | Standing Waist Trainer- Standing waist trainer is designed in twisting whole body from bottom and top with hands. It helps in body twisting, stretching and its unique design lets its utility to the optimum stage. |  |

| | |
|---|---|
| <p>4 Shoulder Wheel- Shoulder wheel is most effective for arm and maintaining the flexibility of hand, arm and Shoulder movements. It rotates both side clockwise as well as anti-clockwise. It also helps in increasing the visibility of eye movements while rotating and maintaining the peace of mind. Over all it's a unique exercise for hands, arms, shoulder, eye rotation and mind consideration.</p> |  |
| <p>5 Space walker- Space walker is the best alternative to elliptical training equipment's. It has pedals travelling in a smooth and arched path, creating a jogging, running or walking motion. Unlike other fitness equipment's that have different and inclined settings and resistance levels, air walkers function at only one standard setting. Double design not only increases the number of double members but also helps in co-ordinating for long duration exercise in more effective manner.</p> |  |

| | |
|--|---|
| <p>6 Bicycle-Bicycle is the most common exercise equipment since from last many years. Including full lower part of body from feet, calf, knees, waist and half abdominal it is the most effective equipment for building up the stamina, warm up and stretching full lower part of the body.</p> |  |
| <p>7 Leg Press (Double)- This leg Press is the most simple fitness equipment to work with. One just has to stretch his legs with force and recover them slowly sitting on this equipment and feet resting on the board. This fitness equipment works on the strength of lower limbs, helping in healing the hindrances felt while bending and stretching.</p> |  |

| | |
|--|--|
| <p>8 Rowing Machine - Outdoor Rowing fitness equipment is mostly used in gyms and sports activity centres. People use these equipment's for stretching the muscles of arm groups. Suitable for all age groups. These rowing equipment's remarkably improve the coordination of limbs.</p> |  |
| <p>9 Pull Chair- Out of all the best equipment's, Pull chair is widely used in for building up the strength of shoulder muscle group and upper limbs. These fitness equipment's are beneficial in improving the mobility, flexibility and coordination of ankle & shoulder joints. People with joint ache in limbs, functional disorder in bending and motion discomfort are advised to use this fitness equipment.</p> |  |

| | | |
|----|---|--|
| 10 | <p>Chest Press (Double) - Out all the best equipment's, chest press is widely used in for building up the strength of chest muscles and ribs of upper limbs. These fitness equipment are beneficial in improving the wideness of chest and ribs strength. People with plain chest and limbs are advised to use this fitness equipment.</p> |  |
| 11 | <p>Scaling Ladder- Scaling ladder is a advance stage bridge ladder, it can be used for hanging from bottom and balancing bridge from top by sitting or standing. It's a combination of exercise with fun play. It helps in increases the height for young children's and develops strength in arms & hand.</p> |  |
| 12 | <p>Sit Up Bench- Sit Up Board (Double-015 A complete kit of sit up trainer is provided by us for indoor & outdoor gyms, healthcare centres and other sports centres. These equipment's activate and strength the abdominal muscles. People who find it hard to reach their lower abdominal muscles can use this sit up trainers.</p> |  |

| | | |
|----|--|--|
| 13 | <p>Abdomen Exerciser - Abdominal Exerciser Board (Double-015 A complete kit of sit up trainer is provided by us for indoor & outdoor gyms, healthcare centres and other sports centres. These equipment's activate and strength the abdominal muscles. People who find it hard to reach their lower abdominal muscles can use this sit up trainers.</p> |  |
|----|--|--|

COMPREHENSIVE ANNUAL MAINTENANCE (CAM) OF 5 YEARS

Comprehensive Annual Maintenance (CAM) for total five years will be as follows. Bidders need not to Quote CAM price in its Bid.

The CAM amount shall be below respective year wise. The maintenance Period will be started after Defect Liability Period.

| Maintenance Period | Amount in INR Per Year |
|-------------------------|------------------------|
| 1st Year | 5,18,716 |
| 2nd Year | 5,60,214 |
| 3rd Year | 6,05,031 |
| 4th Year | 6,53,433 |
| 5th Year | 7,05,708 |
| Total Amount INR | 30,43,102/- |

No any extra cost will be paid to contractor other than above mentioned amount for Comprehensive Annual Maintenance (CAM).

ANNEXURE – 1

**FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION
(On the Letterhead of the Bidder)**

Date:

To
**The Chief Executive Officer,
Kanpur Smart City Limited,
Kanpur**

Sub: “Request for Proposal for supply & installation of Open Air Gym (Outdoor) equipment at various locations in the Kanpur city with defect liability period of one year & operation and maintenance of five years”

Dear Sir,

Being duly authorized to represent and act on behalf of Applicant, I, the undersigned, having reviewed and fully understood all of the Proposal requirements and information provided hereby submit the Proposal for the Project referred above.

I am enclosing the Proposal (one original), with the details as per the requirements of this RFP, for your evaluation. The Proposal, including the Bid Security shall be valid for a period of 180 days from the Proposal Due Date and the Bid Security shall be valid up to 45 days beyond the proposal validity period

Dated thisDay of2019

Name of the Bidder

Signature of the Authorised Person

.....

Name of the Authorized Person

.....

Designation of the Authorized Person

ANNEXURE – 2

**FORMAT FOR POWER OF ATTORNEY FORSIGNING OF PROPOSAL
(On Non – judicial stamp paper of Rs. 100/- duly attested by a Notary Public)**

POWER OF ATTORNEY

Know all men by these presents, I (name and address of the registered office of the Sole Applicant) do hereby appoint and authorize Mr. / Ms. -----
----- R/o (name and address of residence) who is presently employed with us and holding the position of ----- as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid for supply & installation of Open Air Gym (Outdoor) equipment at various locations in the Kanpur city with defect liability period of one year & operation and maintenance of five years (the "Project"), including signing and submission of all documents and providing information / responses to KSCL representing us 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 Authorised representative pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid representative shall and shall always be deemed to have been done by us.

For (Signature)

(Name, Title and Address)

..... **(Signature)**

(Name, Title and Address of the Attorney)

ANNEXURE – 3
Format of Disclosure
[On the letter head of bidding Company]
Disclosure

We hereby declare that the following companies with which we/have direct or indirect relationship are also separately participating in this Bid process as per following details:

| SI No | Name of the Company | Relationship |
|-------|---------------------|--------------|
| | | |
| | | |
| | | |

In case there is no such company in the column “name of the company” write “Nil”.
 Further we confirm that we don’t have any Conflict of Interest with any other company participating in this bid process.

**Signature of Chief Executive
 Officer/Managing Director**

ANNEXURE – 4

Format for Affidavit for Non-criminality

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s_____ nor any of its directors have abandoned any work in India or any contract awarded to us or such works have been terminated for reasons attributed to us, during last five years prior to the date of this application.
3. The undersigned also hereby certifies that neither our firm M/s_____ nor any of its Directors have abandoned any contract/work or blacklisted by any State/Central Govt. agencies in participating from any bidding/tendering process.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by KSCL to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the KSCL.

Signed by an authorized Officer of the Company/firm

Title of Officer

Name of Company/Firm

Date

ANNEXURE – 5
FORMAT FOR ANTI-COLLUSION CERTIFICATE
(On the letter head of the Applicant)

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date thisDay of2019.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorised Person

ANNEXURE – 6
FORMAT FOR BID SECURITY

In consideration of the Kanpur Smart City Limited (hereinafter called “KSCL” which expression shall include any entity which KSCL may designate for the purpose) having agreed, inter alia, to consider the bid of (Hereinafter referred to the “Bidder” which expression shall include their respective successors and assigns) which will be furnished in accordance with the terms of the Request for Proposals for the Project/s (in lieu of the Bidder being required to make a cash deposit, we[name of the Bank and address of the issuing branch], hereinafter called the “Bank” which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Bidder hereby unconditionally and irrevocably undertake to pay as primary obligator and not as surety only to KSCL without protest or demand and without any proof or condition the sum of Rs. (in words).

1. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forthwith (and in any event within five days) the amounts due and payable under this Guarantee without any delay or demur merely on a written demand from KSCL stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the RFP. Any such demand made on the Bank by KSCL shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank’s liability under this Guarantee shall be restricted to an amount not exceeding Rs (in words).

2. We, the Bank unconditionally undertake to pay to KSCL any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Bidder or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Bidder or any other party to the Bank not to pay or for any cause to withhold or defer payment to KSCL under this Guarantee. The Bank’s liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank’s liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.

3. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect up to and until 1700 hours on the date which falls 90 days beyond the Proposal Validity period i.e.(hereinafter called “the End Date”). Unless a demand or claim under this Guarantee is made on the Bank by KSCL in writing on or before the said End Date the Bank shall be discharged from all liability under this Guarantee thereafter.

4. We, the Bank further agree with KSCL shall have the fullest liberty without the Bank’s consent and without affecting in any manner the Bank’s obligation hereunder to vary any of the terms and conditions of the RFP or to extend or postpone the time of performance by the Bidder or any other party from time to time or postpone for any time or from time or postpone for any time or from time to time any of the powers exercisable by KSCL against the Bidder or any of them and to enforce or to forbear from enforcing any of the terms and conditions

relating to the RFP and the Bank shall not be relieved from its liability by reason or any forbearance act or omission on the part of KSCL, or any indulgence given by KSCL to the Bidder or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.

5. To give full effect to the obligations herein contained, KSCL shall be entitled to act against the Bank as primary obligator in respect of all claims subject of this Guarantee and it shall not be necessary for KSCL to proceed against the Bidder or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be enforceable against the bank as principal obligator.

6. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or insolvency of any individual member of the Bidder or any other party or any change in the legal constitution or insolvency of the Bidder or any other party or any change in the legal constitution of the Bank or KSCL.

7. We, the bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of KSCL writing.

Notwithstanding anything contained herein.

a) Our liability under the Bank Guarantee shall not exceed (in word).

b) The Bank Guarantee shall be valid upto [date].

c) Unless acclaimed or a demand in writing is made upon us on or before ----- all our liability under this guarantee shall cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HANDS HERETO ON THE DAY, MONTH AND YEAR MENTIONED HEREUNDER.

Signed and Delivered

On behalf of(Bank name)

(Signature)

(Date)

By the hand of Mr.

(Name of authorized signatory)

Designation

Note: Authenticated copy of Letter of Authority authorizing the signatory of this guarantee to execute the same to be enclosed herewith.

ANNEXURE – 7

**FORMAT FOR PROJECT EXPERIENCE
(On the Letterhead of the Applicant)**

Date:

To
**The Chief Executive Officer,
Kanpur Smart City Limited,
Kanpur**

Sub: “Request for Proposal for supply & installation of Open Air Gym (Outdoor) equipment at various locations in the Kanpur city with defect liability period of one year & operation and maintenance of five years”

TECH 1- To be used for non-completed projects.

| <u>Sl.No</u> | <u>Name of the Project</u> | <u>Name of the Employer</u> | <u>Cost of the Project</u> | <u>Status of Work</u> | <u>Document Attached</u> |
|--------------|----------------------------|-----------------------------|----------------------------|---|--|
| <u>1</u> | | | INR..... | Completed, Partially Complete (.....%), | Work Order, Completion Certificate etc |
| <u>2</u> | | | | | |
| <u>3</u> | | | | | |

TECH 2 – To be used for completed projects.

| <u>Sl.No</u> | <u>Name of the Project</u> | <u>Name of the Employer</u> | <u>Cost of the Project</u> | <u>Document Attached</u> |
|--------------|----------------------------|-----------------------------|----------------------------|---|
| <u>1</u> | | | INR..... | Work Order, Completion Certificate etc. |
| <u>2</u> | | | | |
| <u>3</u> | | | | |

Dated this.....Day of2019.

Name of the Bidder

Signature of the Authorised Person

Name of the Authorized Person

ANNEXURE – 8
Financial Bid format

**PROPOSAL FOR SUPPLY & INSTALLATION OF OPEN AIR GYM (OUTDOOR) EQUIPMENT AT
VARIOUS LOCATIONS IN THE KANPUR CITY WITH DEFECT LIABILITY PERIOD OF ONE YEAR &
OPERATION AND MAINTENANCE OF FIVE YEARS
(On the letterhead of the Bidder)**

To,
The Chief Executive Officer,
Kanpur Smart City Limited,
Kanpur

Sub: Financial Bid for supply & installation of Open Air Gym (Outdoor) equipment at various locations in the Kanpur city with defect liability period of one year & operation and maintenance of five years

Sir,

In pursuant to the above, we are proposing the following:

| Sl. No. | Component of Project | Amount in words (Rs. in INR) | Amount in figures (Rs. in INR) |
|----------------|---|-------------------------------------|---------------------------------------|
| 1 | Construction, Supply and Installation of the Open Gym equipment along with the requisite finishing work as mentioned in the RFP as attached BOQ Items | | |

Note: Refer the BOQ in E-Tender Portal through Online submission

The cost quoted shall be exclusive of all the applicable taxes but excluding GST.

PERFORMANCE BANK GUARANTEE

To: *[Name of Employer]*

[Address of Employer]

WHEREAS _____
[Name and Address of Contractor]

(Hereinafter called "the Contractor") has undertaken, in pursuance of
Contract No. _____ Dated _____ to execute

[Name of Contract and brief description of Works]

(Hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; **NOW THEREFORE** we hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, upto a total of _____
[Amount of] _____ of
Guarantee]¹ _____ [in words] such sums
being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sums or sums within the limit of _____
[Amount of Guarantee]¹ as aforesaid
without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the

Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.) 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor_____

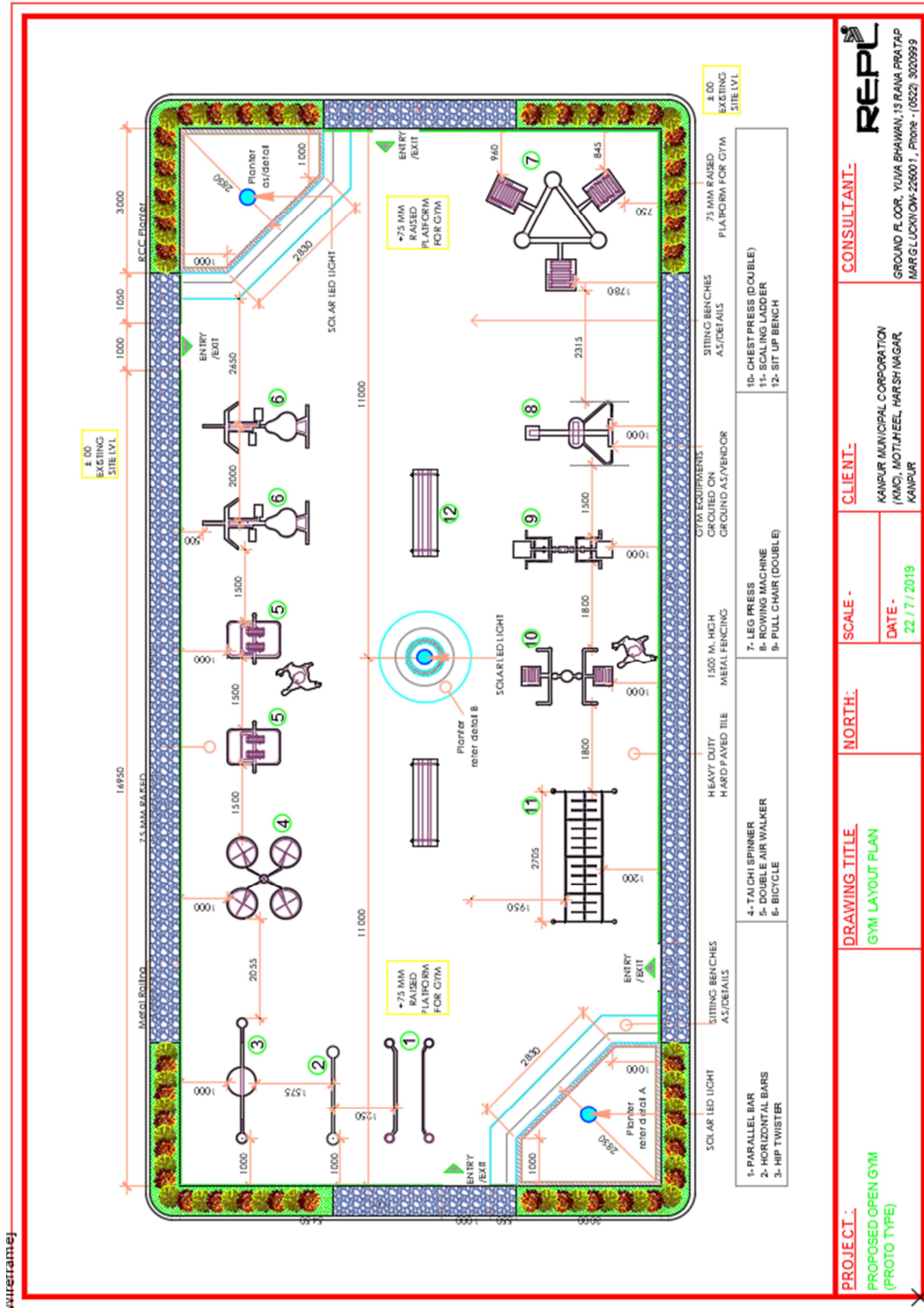
Name of Bank_____

Address_____

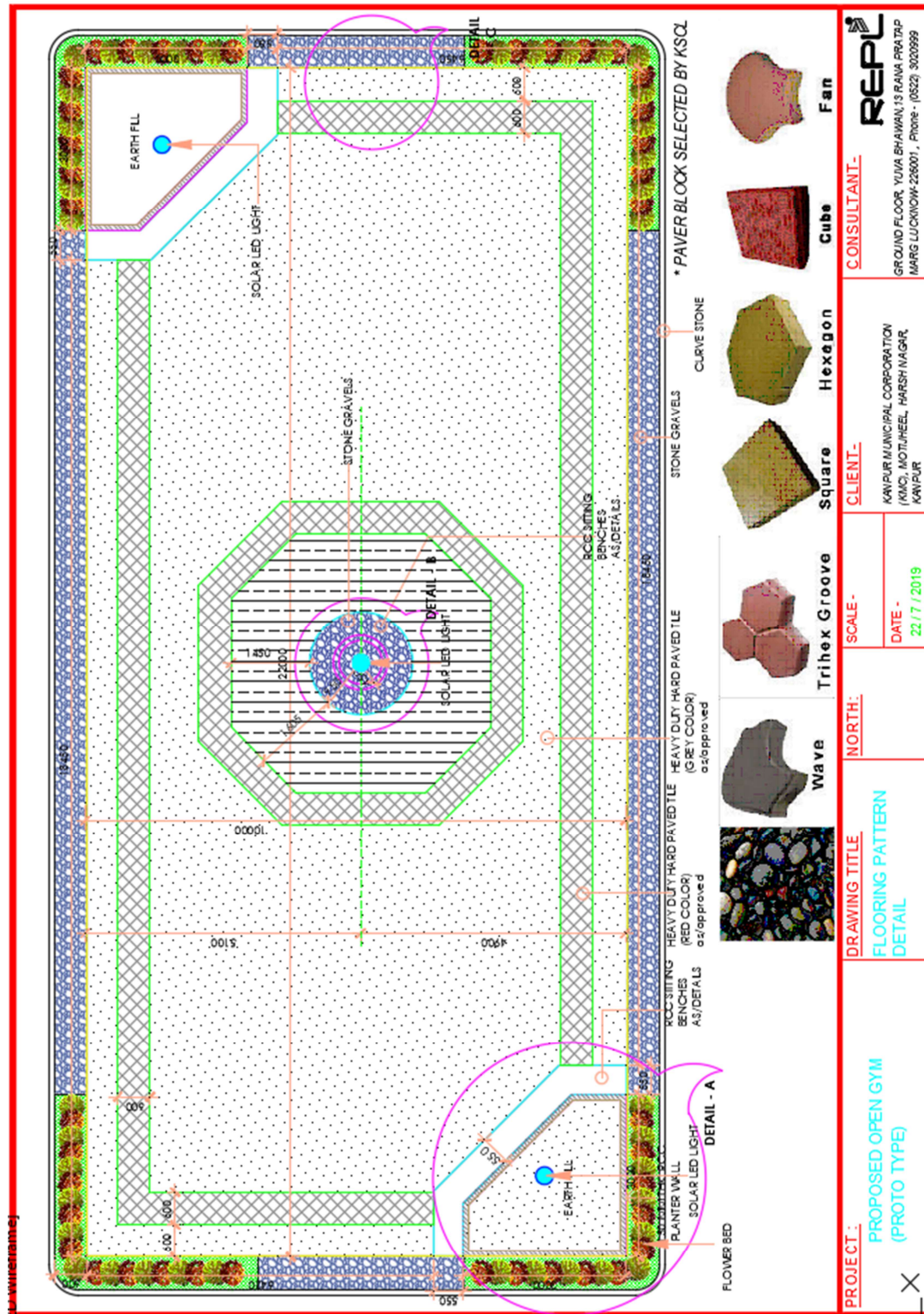
Date_____

¹ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

ANNEXURE –10
DESIGNS, DRAWINGS& SPECIFICATIONS OF THE PROJECT

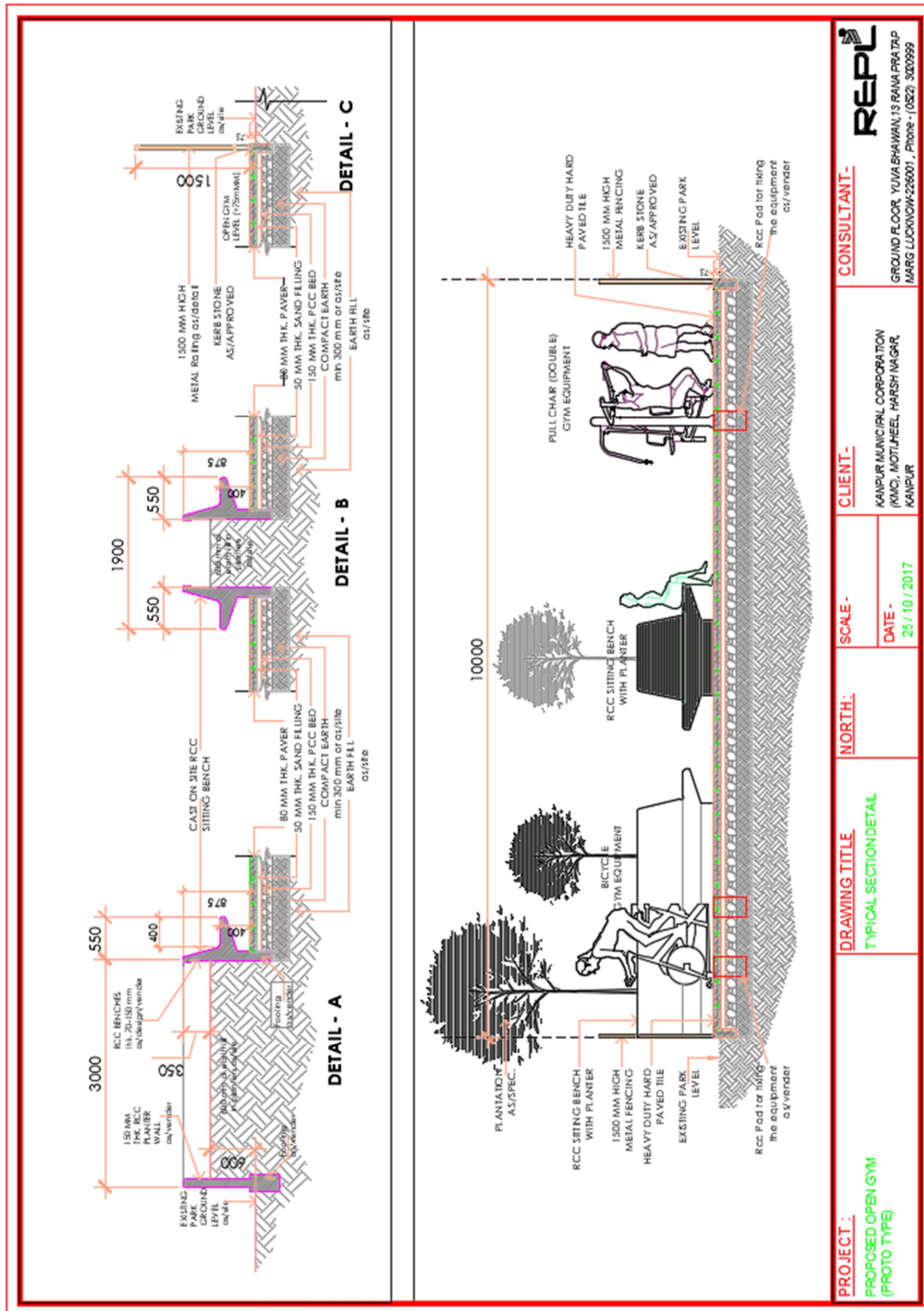


ARCHITECTURAL PLANS



PAVEMENT / FLOORING LAYOUT

ARCHITECTURAL SECTION



SITES FOR INSTALLATION OF OPEN GYM EQUIPMENT

12 Nos Location shall be provided by the Kanpur Smart City Limited (KSCL) at the time of issuance of LOI.

FORM OF CONTRACT AGREEMENT

(To be signed by the Owner and the Successful Bidder within the period specified in the Bidding Documents after the issue of Notification of Award)

(To be stamped in accordance with the Stamp Act, of the State)

THIS AGREEMENT made this _____ day of _____ month of the year _____ between Kanpur Smart City Limited , a company incorporated under the Companies Act, 1956/2013, having its office at 3rd Floor, “Kanpur Nagar Nigam”, Motijheel, Kanpur – 208002 (Uttar Pradesh) (hereinafter referred to as “**Owner**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the **ONE PART** and M/s _____, having its office at _____ (hereinafter referred to as the “**Contractor**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the **OTHER PART**.

WHEREAS the Owner, desirous of associating with the Contractor for supply & Installation of Open Air Gym (outdoor) equipment at various locations in the Kanpur City with defect liability period of one year & Comprehensive Annual Maintenance of five years Basis (the Project) on the terms and conditions contained in the Bidding Documents and amendments of the clarifications in respect thereof issued by the Owner in response to Invitation for Bid (IFB) dated _____.

AND WHEREAS the Contractor had submitted its Bid for the said Project under its Covering Letter No. _____ dated _____ and the clarifications/confirmations given under cover of its subsequent letters bearing numbers, _____, _____ and _____ dated _____, and _____ respectively (all put together are hereinafter referred to as the “**Bid**”).

AND WHEREAS the Owner has accepted the Bid, as conveyed to the Contractor vide Notification of Award No. _____ dated _____ (hereinafter referred to as the “**Notification of Award**”), on the terms and conditions brought out in the said Notification of Award and the Documents referred to therein, resulting into a Contract.

AND WHEREAS the Contractor has accepted the Notification of Award, as conveyed to the Owner vide Letter No. _____ dated _____ (hereinafter referred to as the “**Letter of Acceptance**”), resulting into this Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

Article -1.0 - Definition

In this Agreement the words and expressions shall have the same meaning as are respectively assigned to them in the Contract Documents specified hereunder attached herewith which form an integral part of this Contract Agreement. This Agreement together with all the Documents attached therewith is referred to as the Contract for all intent and purposes of the aforesaid Project.

Article - 2.0 - Date of commencement of Contract

This Contract has come into force with effect from _____ i.e. from the date of the Notification of Award.

Article - 3.0 - Contract Documents

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached hereto (hereinafter referred to as Contract Documents:

- (i) Notification of Award till the execution of Contract Agreement between the Owner and the Contractor
- (ii) The Contract Agreement between the Owner and the Contractor and the attachments thereto. (This Contract Agreement)
- (iii) Minutes of negotiations if any signed between the Owner and Successful Bidder prior to signing of the Contract Agreement
- (iv) General Conditions of Contract
- (v) Technical Specifications
- (vi) Instructions to Bidders
- (vii) Designs and Drawings
- (viii) Bid submitted by the Successful Bidder .

The above Contract Documents shall form an integral part of this Agreement. If there is an ambiguity or discrepancy or conflict within the Contract Documents, the priority of the Documents shall be in the order in which the Contract Documents are listed above. All Documents forming part of the Contract Documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

Subject to the provisions relating to Arbitration specified in General Conditions of Contract of the Contract Document, in case of any conflict amongst Contract Documents, the decision of the Owner shall be final & binding on the Contractor

Article - 4.0 - Scope of Work

The detailed scope of work of the Contractor, under the Contract, has been brought out in the RfP Documents. However, the above scope of work of the Contractor shall also include such items of work as may not have been specifically brought out in the said Contract Documents but as may be necessary for the safe and successful completion of the various items of work, envisaged, as per good engineering practice and recognized principles.

Article - 5.0 - Contract Price

The total Contract Price under the Contract shall be Rs._____ (Rupees_____ only) inclusive of all the taxes, duties, levies, fees etc. but excluding of GST as specified in General Conditions of Contract and the Price Bid Schedules forming part of this Contract. The price shall remain fixed and firm and shall not change on any account whatsoever, for the duration of the Contract. All the matters relating to the payments to the Contractor shall be as per the Terms and Conditions and subject to the requirements as specified in the said General Conditions of Contract.

Article - 6.0 - Contract Schedule

Time is the essence of Contract and shall be strictly adhered to. The Contractor shall so organize its resources and perform its work as to complete it within a period of _____ months from the date of Notification of Award and as per the Projects Completion Schedule forming part of the Bid submitted by the Contractor subject to further modifications/ changes as may be mutually agreed to between the Owner and the Contractor.

Article – 7.0 – Owner’s Engineer Functions

The Owner’s Engineer in relation to the Contractor shall have such functions as are delegated to it by the Owner from time to time and intimated to the Contractor. The Contractor shall carry out the instructions issued by the Owner’s Engineer as if they were the instructions issued by the Owner. If there is any difference between the Contractor and Owner’s Engineer, on any matter about the implementation of this Contract/Project, the matter shall be referred to the Owner whose decision shall be final and binding on the Contractor and the Owner’s Engineer.

This Contract is executed in English Language in two originals, each Party receiving one set and both the sets will be authentic.

IN WITNESS WHEREOF the Parties through their duly authorized representatives have executed these presents on the day, month and year first above mentioned, at place.

(Kanpur Smart City Limited)

(CONTRACTOR)

(Printed Name)

(Printed Name)

(Company's Seal)

(Company's Seal)

Witness:

- 1.
- 2.