



KERALA AGRICULTURAL UNIVERSITY  
**DIRECTORATE OF STUDENTS WELFARE**  
Thrissur District, Kerala, India, PIN-680656  
Tel.9495902227 (SO) 9400489173 (DSW); E-mail: [dsw@kau.in](mailto:dsw@kau.in)  
Website: <http://kau.in>

**e Tender Notice**

**No. DSW(1)80527/2020**

**Dated: 17.12.2020**

e-Tenders (online bids only) are invited in **Two Bid System** through Kerala Government Official e-Procurement portal <http://etenders.kerala.gov.in> for the supply, installation, and commissioning **VARIOUS GYM/FITNESS EQUIPMENTS** as per the technical specifications in Annexure II and terms and conditions given below.

<b>Tender Details</b>		
1	Name of the equipment	<b>VARIOUS GYM/FITNESS EQUIPMENTS as per Annexure II</b>
2	Tender inviting Authority	Director of Students' Welfare, Kerala Agricultural University, Vellanikkara, Thrissur, Kerala
3	<b>Location of supply and installation:</b>	Kerala Agricultural University Main Campus, Vellanikkara, Thrissur, Kerala
4	Date and Time of Publication of Tender	17/12/2020 at 5 pm
5	Last Date and Time of Receipt of Tenders	<b>01/01/2021 at 3 pm</b>
6	Date and Time of Opening of Technical Bid	<b>05/01/2021 at 3 pm</b>
7	Estimate amount	<b>Rs. 10.00 lakhs</b>
8	Earnest money deposit (EMD)	1% rounded to the nearest rupees of the total cost of the articles subject to a minimum of Rs. 1,500.00
9	Tender submission fee	0.20% of the cost of tender rounded to the nearest multiple of hundred subject to a minimum of Rs. 400.00 and maximum of Rs. 1,500.00 + 12% GST as applicable
10	Period of supply and installation	Within 30 days from date of purchase order
11	Mode of submission of Bid	Online
12	Tender Documents and tender schedule	Can be downloaded <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>
13	Submission of performance security	15 days from issue of purchase order

14	Period of firmness of the tender offer	90 days
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### **Instructions to the bidders**

- a. **Payment of tender fee and EMD must be done online only** as a single transaction at *www.etenders.kerala.gov.in*. **Tender document fee is Rs.1500.00 + 12% GST (Rs. 1680.00) and EMD is Rs. 10000.00.**
- b. Bids and Tender Documents, signed Physically and / or Digitally with a valid Digital Signature Certificate, are to be submitted **online** in the given formats
- c. Rate for all items must be quoted together and must comply with the respective Specifications
- d. All corrigenda will be published online only and shall not be available elsewhere.
- e. Compliance statement should be submitted in the format only. The technical bid is to be submitted in this form, duly signed by the authorized signatory. The tenderers attention is invited to clause 1 (A) of form DGS&D 231 “Instructions to tenderers” whereby they are required to furnish clause by clause compliance of specification bringing out clearly deviation from specification, if any in the compliance statement formats appended. Any incompleteness in filling up this form may result in rejection of the quotation.
- f. Specification claimed must be supported by printed company datasheets and brochures.
- g. The equipment should have of the minimum (Basic) technical specification cited (**better & higher specification** will be given preference).
- h. **All the Technical Compliance sheets must be well aligned with the Printed company Data sheets & Brochures.**
- i. The hard copies of certificates and documents shall be submitted subsequently after online submission of bids in a separate cover by registered post/speed post before the date and time of opening of technical bid. Price Bid shall only be submitted through online.
- j. The bids shall be opened online at 3 pm on 05.01.2021 at the office of the Director of Students Welfare, Kerala Agricultural University, Vellanikkara, Thrissur in the presence of the Bidders / their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or nonworking day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
- k. Online Tenders/ bids are to be accompanied with a preliminary agreement executed in Kerala stamp paper worth Rs.200/-.
- l. All other existing conditions related to bidding in force in the Kerala Store Purchase Department (Store Purchase Manual) will be applicable in this tender also unless expressly defined in the bidding document. The Tender Inviting Authority/Employer shall not be responsible for any failure, malfunction or

breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.

- m. Details required for e-payment (Details of bank account having core banking facility and email address of the contractor) shall be furnished along with the tender. Tenders not accompanied by these details will be rejected. All subsequent Government orders connected to tenders and any revision in the rates of taxes would also be applicable to this tender.
- n. The Director of Students Welfare, Kerala Agricultural University, Vellanikkara, Thrissur reserves the right to accept or reject any or all tenders without assigning any reason thereof.

For further details /clarifications, send e mail to [dsw@kau.in](mailto:dsw@kau.in)  
Contact No. 9400489173

**Director of Students Welfare i/c**

# **I. Instruction to bidders**

## **a. Pre-Qualification Criteria for Participation**

1. The Bidder must be a reputed Manufacturer/ Distributor/Dealer with prior experience of having manufactured/supplied Fitness/Gym Equipment detailed in BOQ.
2. The Bidder should have a minimum average annual turnover of Rs.1,00,00,000 (INR One crore), specifically from the sale of Fitness/Gym Equipment , in the past 3 financial years.
3. The Bidder should have been either in the business of Manufacturing of Fitness/Gym Equipment /dealer / supplier for the past 3 years or Supply of Fitness/Gym Equipment and Accessories, for equipment of a similar nature to that detailed in BOQ for the past 3 years.
4. The Bidder must have successfully supplied majority of the tendered items, listed in the tender, for at least 2 major institutions in India, during the past 3 years.
5. The Fitness/Gym Equipment should be approved/licensed/preferred by the ISI/ISO certification,

OR

used in the National/Regional institutions under any of the government/public sector/universities or reputed organization in India.

The Documentary proof of all the aforesaid Pre-Qualification requirements shall be submitted as part of Technical Package in the Pre-Qualification Response Sheet **Annexure 4 - Form 2**, failing which the bid is liable to be rejected.1.5

## **b. Bidder's Responsibility**

1. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.
2. The Bidder is expected to examine carefully all the contents of TENDER document, including instructions, conditions, forms, and terms, etc and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
3. Those Bids which does not conform to the terms and conditions of this TENDER will not be considered for Financial Evaluation and shall be summarily rejected.
4. The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Authority will in no case be responsible and liable for these costs.

## **c. Documents Comprising the Bid**

a. All bid/tender documents are to be submitted online only and in the designated over(s)/envelope(s) on the e-GP website, <http://etenders.kerala.gov.in>. Tenders/bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained.

### **Part 1- Technical Package**

Part 1, the “Technical Package” should have the following documents.

- i. Preliminary agreement - Format attached as Annexure 1
- ii. Letter of Bid submission - Format attached as Annexure 3.
- iii. TENDER Document Fee for the amount specified
- iv. An Earnest Money Deposit (EMD) for the amount specified
- v. Certificate of Incorporation/ Firm Registration Certificate/ Partnership Deed.
- vi. Power of Attorney in favour of person authorized to sign the documents as per Annexure 6.
- vii. Detailed Technical Specification, Manuals and related documentation of quoted fitness/gym equipment's.
- viii. Compliance statement of the Technical Specifications of Equipment's mentioned in this Document vis-a-vis the specification of quoted Goods.
- ix. Photograph (minimum size 4” x 6”) of each equipment quoted by the bidder. This photograph shall be part of the Agreement.
- x. Response Sheet as per Annexure 4, containing the following details.
  - a. General Details. (Annexure 4- Form 1)
  - b. Pre-Qualification Response Sheet. (Annexure 4 - Form 2)
  - c. Experience Details. (Annexure 4 - Form 3)
  - d. Financial Information, including Audited balance sheet for last 3 years duly signed by a Chartered Accountant OR Certificate from Chartered Accountant. (Annexure 4 - Form 4).
- xi. Bidder/Authorized Dealer who quotes for equipment manufactured by other Equipment Manufacturers shall provide an Authorization Letter from the Original Equipment Manufacturer.

xii. TENDER Document duly signed by Bidder's Authorized Signatory.

## **Part 2- Financial Package**

The Part 2, the "Financial Package" should be submitted as per the BoQ downloaded against this tender. Bill of Quantities (BoQ) files other than those downloaded against the Tender will not be considered. Directorate of Students Welfare reserves the right to reject conditional bids.

## **D. Bid Prices**

1. The Bidders should quote only in Indian Rupees.
2. Prices quoted in the Bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, Directorate of Students Welfare reserves the right to negotiate the prices quoted in the Bid to effect downward modification before award of Contract to the responsive Bidder.
3. The Contract shall be for the Scope of Supply as mentioned in this TENDER, inclusive of all duties and taxes as may be applicable. The Bidders shall quote their financial bids for the entire scope of work as mentioned in the TENDER without any additions, alterations and conditions. The Contract Price quoted by the Bidders should include all costs associated with the Supply, including any out of pocket / mobilization expenses, packing/unpacking charges, freight, loading/unloading charges, transit insurance, duties, taxes, charges, levies, cess, GST, etc. installation of equipment.
4. The Financial Bid format uploaded as BoQ downloaded from e tender website.
5. Conditional Bids will be summarily rejected

## **e. Language of Bid**

The Bid and all related correspondence and documents relating to the Project shall be in English language. Any material that is submitted in a language other than English and which is not accompanied by an accurate certified English translation will not be considered.

## **f. Currency of Bid**

For Bids submitted from within India, prices shall be quoted in Indian Rupees.

## **g. Earnest Money Deposit (EMD)/ Bid Security**

1. The Bidder shall furnish, as part of its Bid, a refundable EMD for the amount specified. The EMD/Bid Security shall be remitted using online payment mechanism for

e-procurement system of Govt. of Kerala <http://etenders.kerala.gov.in> through NEFT/Online banking.

2. Bidders should remit the EMD using the online payment options of e-Procurement system only. Bidders are advised to visit the "Downloads" sections in the e-Procurement website (<http://etenders.kerala.gov.in>) for detailed instructions on modalities of online payment using internet banking facility of SBI or by using NEFT facility. Bidders who opt for NEFT facility of online payment are advised to exercise this option at least 48 hours before the bid submission closing date to ensure that payment towards EMD are credited and a confirmation is reflected in the e-Procurement system. Directorate of Students Welfare, Kerala Agricultural University shall not be responsible for any kind of delay in payment status confirmation.

3. In case of inadequacy or non-submission of prescribed EMD/Bid Security along with the Bid, the Bid shall be deemed to be non-responsive and will be disqualified and summarily rejected.

4. Unsuccessful Bidder's EMD will be refunded without interest after the award of the Contract to the Successful Bidder. The Successful Bidder's EMD will be refunded without interest upon the Successful Bidder deposit the required Performance Bank Guarantee.

5. The EMD shall be forfeited under the following circumstances:

i. If a Bidder withdraws his bid or increases the quoted prices during the period of bid validity, or its extended period; or

ii. In the case of a successful Bidder, if she/he fails within the specified time limit to:

(a) Sign the Contract Agreement or,

(b) Furnish the required Performance Security Bank Guarantee.

## **h. Bid Validity**

1. Bids shall be valid for a period 90 days from the last date of submission of Bids or the extended date thereof. Directorate of Students Welfare reserves the right to reject any Bid, which does not meet this requirement. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal. Prior to the expiry of the original Bid Validity Period, Directorate of Students Welfare may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period. In such cases, the validity of EMD shall also be suitably extended.

2. In exceptional circumstances, at its discretion, Directorate of Students Welfare may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or by fax or email). A Bidder accepting the request and granting the sought out extension will not be permitted to modify or withdraw his bid.

### **i. Submission of Bids**

1. A document fee for the amount specified shall be remitted through online payment mechanism for e-procurement system of Govt. of Kerala through NEFT/Online banking.

2. All bid/tender documents are to be submitted online only and in the designated cover(s)/envelope(s) on the e-GP website, <http://etenders.kerala.gov.in>. Tenders/bids shall be accepted only through online mode on the e-GP website and no manual submission of the same shall be entertained.

3. The bidders are requested to go through in detail, the instruction to the bidders in the website <http://etenders.kerala.gov.in>. The bidders who submit their bids for this tender with their digital signature, using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed to the terms and conditions in the website including the terms and conditions of this tender.

4. BoQ files other than downloaded against the Tender will not be considered.

5. For Critical date and time of Tenders, the Server Date & Time as appearing on the website <http://etenders.kerala.gov.in> will be considered. Offers sent through post, fax, telex, e-mail, courier and tenders submitted after the deadline of submission will not be considered.

6. Bidders should remit the EMD using the online payment options of e-Procurement system only.

7. Bidders are advised to visit the "Downloads" sections in the e-Procurement website (<http://etenders.kerala.gov.in>) for detailed instructions on modalities of online payment using internet banking facility of SBI or by using NEFT facility. Bidders who opt for NEFT facility of online payment are advised to exercise this option at least 48 hours before the bid submission closing date to ensure that payment towards EMD are credited and a confirmation is reflected in the e-Procurement system. Directorate of Students Welfare shall not be responsible for any kind of delay in payment status confirmation

8. Directorate of Students Welfare shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers, including connectivity issues.

9. Bids shall be addressed to:



The Director of Students Welfare

Kerala Agricultural University, Vellanikkara, KAU P.O., Thrissur, Kerala - 680656

Email: dsw@kau.in

### **j. Due Date of Bid Submission**

a. Bids should be received by the Directorate of Students Welfare on or before the stipulated date and time

b. Directorate of Students Welfare may, at their discretion, extend the target dates, in which case all rights and obligations of Directorate of Students Welfare and the Bidder shall thereafter be subject to the new deadline as extended. If such nominated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of Bid.

### **k. Late Bids**

1. Any Bid received after the deadline prescribed or after an extended target date so intimated by the Authority, will not be considered and will be returned unopened to the Bidder.

2. No further correspondence on this subject will be entertained.

### **l. Authentication of Bid Signatory**

1. Bidders shall submit a Power of Attorney, duly notarized and on a stamp paper of an appropriate value, in favour of the signatory of the Bid. Bidders may use the Format given under Annexure 6 or any other standard format as approved by the bidder's Board of Directors.

2. All certificates and documents (including any clarifications sought and any subsequent correspondences) received by Directorate of Students Welfare from the Bidder, shall be furnished and signed by the said signatory of the Bid.

### **m. Opening of Bids**

1. The Technical Bids shall be opened online on the date and time specified in the presence of Bidders or their authorized representatives who may choose to attend. The venue for the opening of Bids will be at the Directorate of Students Welfare. If such nominated date is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.

2. Once opened a Bid shall be checked to see if it contains all the equipment mentioned in BOQ. Following the evaluation of responsiveness, the Technical Evaluation shall be carried out. The financial packages of all responsive Bids will be opened online after the technical evaluation as per the procedure mentioned in the TENDER document, in the presence of qualified bidders, who will be intimated.

#### **n. Evaluation of Bids**

1. For the purpose of evaluation of the Bids received against this TENDER, the Technical Committee of Directorate of Students Welfare shall be constituted.

2. The Technical Committee would subsequently examine and evaluate the Bids received, as per the criteria set out in this TENDER.

3. The detailed evaluation process is mentioned in Section II of this TENDER.

#### **o. Clarification of Proposals**

Bidders shall not be allowed to submit any additional information or material subsequent to the date of submission of Bid. Any such information submitted after the submission date will be disregarded. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the Bid. The request for clarifications and the response shall be in writing, or by e-mail.

#### **p. Process to be Confidential**

1. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

2. Any effort by a Bidder to influence Directorate of Students Welfare in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of the Bid.

#### **q. Notification of Award**

1. Directorate of Students Welfare will issue the Letter of Award to the Successful Bidder, notifying him of being selected as the Successful Bidder and the intent to sign the Contract Agreement with him. No correspondences from the unsuccessful bidders shall be entertained.

2. The Letter of Award shall constitute a part of the Bid.

## **r. Signing of Agreement**

1. Directorate of Students Welfare shall prepare the Contract Agreement to be signed between the two parties. The Successful Bidder, within 14 days from the date of issue of the Letter of Award, will be required to execute the Contract Agreement.
2. Prior to the signing of the Contract Agreement, the Successful Bidder shall submit Performance Security.
3. In case the Successful Bidder does not sign the Contract Agreement, Directorate of Students Welfare serves the right to cancel the selection process, forfeit any EMD and/or Performance Security, as the case may be, submitted by the Successful Bidder and either retender or get the work done by any other means, as it may deem fit.

## **s. Performance Bank Guarantee**

1. The successful Bidder shall, at his own expense, deposit with Directorate of Students Welfare, within Fourteen (14) days of the date of receipt of Supply Order or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/Scheduled bank in India or Commercial Bank in the Country of the Bidder, acceptable to Directorate of Students Welfare, payable on demand, for the due performance and fulfillment of the contract by the Agency. The format for Performance Bank Guarantee is attached as Annexure 7.
2. This Performance Bank Guarantee will be for an amount of 5% of the Total Contract Value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the Bidder.
3. Performance Guarantee to be submitted at the award of contract should be 5% of Contract amount and should be submitted within 14(fourteen) days of receipt of LOA (Letter of Acceptance) by the successful Bidder in the following form
4. The Performance Bank Guarantee shall be valid for a period of 1 (one) month from the expiry date of the warranty period of equipment supplied and accepted by Directorate of Students Welfare
5. The Performance Bank Guarantee may be discharged / returned by Directorate of Students Welfare upon being satisfied that there has been due performance of the obligations of the Agency under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
6. In the event of the Agency being unable to service the contract for whatever reason, Directorate of Students Welfare would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Directorate of Students Welfare under the Contract

in the matter, the proceeds of the PBG shall be payable to Directorate of Students Welfare as compensation for any loss resulting from the agency's failure to complete its obligations under the Contract. The Directorate of Students Welfare shall notify the Agency in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Agency is in default.

7. Directorate of Students Welfare shall also be entitled to make recoveries from the Agency's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

#### **t. Right to Accept or Reject any Bid**

Notwithstanding anything mentioned in this TENDER, Directorate of Students Welfare reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Directorate of Students Welfare action.

#### **u. Right to Terminate the Process**

1. Directorate of Students Welfare reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of;

- i. occurrence of any event due to which it is not possible to proceed with the selection process,
- ii. an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition and transparency of the selection process,
- iii. any other reason, which in the opinion of the Authority necessitates the cancellation of the selection process.

2. Whenever such an event occurs, Directorate of Students Welfare will notify in writing to all the Bidders within 10 days of such decision.

Directorate of Students Welfare is not obliged to provide any reason or clarification to any Bidder on this account. Directorate of Students Welfare liability under this clause is restricted to the returning of EMD.

#### **v. Payment Modalities**

(i) The following documents/installation process have to be submitted by the agency:

1. Supplier's invoice showing contract number, Details and Description of goods, Quantity of Supplies , unit price and total amount including all taxes;
2. Purchaser Receipt Certificate;
3. Packing list identifying contents of each package
4. After the installation of Gym/fitness equipment with necessary operation manuals as per the direction of Officer-in-charge
5. **The payment will be effected only after the successful operation of the installed Gym/fitness equipment.**
6. Where there is a statutory requirement for tax deduction at source, such deduction towards GST and other taxes as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

#### **x. Disqualification of Bid**

a. Even if a Bidder meets the above criteria, Directorate of Students Welfare may, at its discretion and at any stage during the selection process or execution of the Project, order disqualification of the Bidder if the Bidder has:

- a) Made misleading or false representations in the forms, statements and attachments submitted; or
- b) The Bidder has been blacklisted by any Government Agency after the Pre-Qualification Stage. Or
- c) Engaged in corrupt or fraudulent or collusion or coercive practices with regard to tender process mentioned in this TENDER.

#### **y. Fraudulent and Corrupt Practices**

1. Directorate of Students Welfare requires that Bidders, their suppliers, their personnel, or firms acting on behalf of the Bidders observe the highest standard of ethics during the procurement and execution of Contract.

2. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them.

i. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the decisions and actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation or suppression of facts or disclosure of incomplete facts, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impairer harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition inthe Selection Process;

vi. "obstructive practice" is

a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

b) acts intended to materially impede the exercise of the Directorate of Students Welfare inspection and audit rights

c) Directorate of Students Welfare will reject a proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, restrictive or obstructive practices in competing for the contract in question.

d) Directorate of Students Welfare will blacklist a company, firm or an individual; if at any time, Directorate of Students Welfare, determines that such company or firm or such individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, restrictive or obstructive practices in competing and or winning for the Contract in question; in accordance with prevailing Directorate of Students Welfare procedures including by publicly declaring such company, firm or individual ineligible, either indefinitely or for a stated period of time; (i) to be awarded a Directorate of Students Welfare contract;

and (ii) to be a nominated a sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm.

e. In further pursuance of this policy, Bidders shall permit Directorate of Students Welfare to inspect any accounts and records and other documents relating to the bid submission and contract performance.

#### **z. Interpretation of Clauses**

In case of any ambiguity in the interpretation of any of the clauses in the Tender Document, the interpretation of the clauses by Directorate of Students Welfare shall be final and binding on all parties.

## **II. Evaluation Process and Criteria**

### **1. General Instructions**

- a. The bid should be submitted latest by the time specified
- b. The Technical Package shall be opened the time specified
- c. Interested parties are invited to submit detailed Applications in accordance with the process defined in this TENDER document. The Applicants are expected to examine the TENDER document in detail, and to carry out such studies as may be required to submit their Applications.
- d. At any time prior to the deadline for last date of submission of Applications, Directorate of Students Welfare may, for any reason, whether at its own initiative or in response to a clarification or to a query raised by a prospective Applicant amend the TENDER documents by issuing suitable Corrigendum. Such Corrigendum/Corrigenda, if issued, would form part of this TENDER.
  - a. Directorate of Students Welfare reserves the right not to follow-up this TENDER process and terminate the entire selection process without any obligation to any of the Agencies at any stage.
  - b. The Bids will be opened (online) in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in this TENDER at Directorate of Students Welfare. If such nominated date for opening of Bid is subsequently declared as a public holiday for Directorate of Students Welfare, the next official working day shall be deemed as the date of opening of the Bid.
  - c. Bids which have not complied with one or more of the foregoing instructions may not be considered.
  - d. Bids shall be valid for a period 90 days from the last date of submission of Bids or the extended date thereof.
- d. For the purpose of evaluation of the Bids received against this TENDER, a Technical Committee of Directorate of Students Welfare shall be constituted. The Committee would subsequently examine and evaluate the Bids received, as per the criteria set out in this TENDER.

### **2. Evaluation of Responsiveness**

- a. The Bids shall be opened on the date and time



- b. If such bid opening date is subsequently declared as a public holiday, the next official working day will be considered as the Bid Opening date.
- c. On opening, Directorate of Students Welfare would examine and evaluate Applications for responsiveness. An Application shall be deemed as responsive if it satisfies the following conditions:
  - i. Is submitted as per the terms and conditions stipulated in this document.
  - ii. Contains all the information and as per the formats specified as requested in the TENDER.
  - iii. Is unconditional and conforms to all the terms, conditions and specifications of TENDER without material deviation or reservation.
  - d. The Bids which are not responsive will be rejected by Directorate of Students Welfare

### **3. Pre-Qualification Evaluation**

- a. The Applications, which are responsive, shall be considered for further evaluation. Directorate of Students Welfare shall evaluate each Application for its compliance to Pre-Qualification criteria mentioned in this TENDER Document.
- b. Applications meeting all the Pre-Qualification criteria shall be selected for technical evaluation.
- c. Any Agency not meeting any of the Pre-Qualification criteria shall not be considered for Technical Evaluation.

### **4. Technical & Financial Evaluation**

- a. The Technical Package of the responsive Bids will be opened first and verified against a check list for completeness and conformity to the requirements of the Technical package including the submission of the requisite Bid Security. If the documents do not meet the requirements of the TENDER, the bid will be considered as non-responsive and will be summarily rejected.
- b. The Technical Committee of Directorate of Students Welfare shall visit the installations done by the bidder to inspect the equipment proposed to be supplied by the bidder. Necessary arrangements for such visit shall be made by the bidder.
- c. Applications shall undergo Technical Evaluation as per the criteria mentioned in the TENDER.

- d. Only the Financial Packages of Technically Qualified Applicants shall be opened on a later date, which will be intimated to the Technically Qualified Applicants.
- e. For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out Free Delivery at Purchaser Site basis.
- f. The Agency with the lowest financial quote (L1), who meets all the terms and conditions mentioned in this TENDER shall be selected as the Successful Bidder. **The Directorate of Students Welfare will evaluate the financial bid as *total amount* for the entire equipment. The tender will not be evaluated separately for each equipment.**
- g. A Contract shall be signed within a period of 14 days of the Letter of Award with the Successful Bidder following the submission of requisite Performance Security. Failure in timely submission of the Performance Security and non-execution of Contract shall lead to automatic cancellation of award of work.
- h. In case the Successful Bidder does not sign the Contract Agreement, Directorate of Students Welfare reserves the right to cancel the selection process, forfeit any EMD and/or Performance Security, as the case may be, submitted by the Successful Bidder and either retender or proceed in any manner that it may deem fit.
- i. EMD of unsuccessful Applicants shall be returned via online.

## **5 Rectification of Errors**

- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- b. If a Bidder does not accept the correction of errors, his bid will be rejected and the EMD may be forfeited.
- c. In any other case of discrepancy, Directorate of Students Welfare reserves the right to pick the value which it considers as beneficial to the government.

## **6 Financial Bid Rejection Criteria**

- a. Financial Bid of the Applicants will be rejected including but not limited to the following cases:
  - i. Incomplete Price Bid
  - ii. Conditional Price Bid

iii. **The Bidders should quote for supplying all the items included in Annexure II. Bids for only part of the items will not be considered.**

**The Bidders are required to quote the total amount for all items in the Bid.**

iv. Price Bid that does not conform to the BoQ format given as part of this TENDER.

v. Financial Bid not satisfying any of the criteria mentioned in this TENDER document.

## **7 Selection of the Successful Bidder**

a. **Once the financial quotations of all Bids are evaluated, the bidder quoting the least amount for the entire list of equipment will be ranked as L1. The supply order will not be split up to different bidders.**

b. The bidder ranked L1 shall be declared as the Successful Bidder.

## **8 Letter of Award**

a. The Successful Bidder would be notified in writing by Directorate of Students Welfare by issuing the Letter of Award (LOA) in favour of the Bidder, following which a Contract Agreement shall be executed between Directorate of Students Welfare and the Successful Bidder within 14 days of issuance of LOA.

b. The Letter of Award shall constitute a part of the Bid.

## **9 Failure to Agree with the Terms & Conditions of the TENDER**

a. Failure of the Successful Bidder to comply with the terms and conditions of the TENDER shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the Directorate of Students Welfare may award the Contract to the next best evaluated Bidder or opt for retendering.

## **10 Costs to be borne by Successful Bidder**

a. Any costs incurred with respect to this Assignment by the Successful Bidder, from the time of receiving the LoA till the signing of the Contract shall be borne by the Bidder and no additional costs shall be paid by Directorate of Students Welfare

## **III. General Conditions**

### **1 Despatch Documents for Goods**

- a. The supplier should send all the relevant documents to Directorate of Students Welfare well in time.
- b. The supplier should notify Directorate of Students Welfare about the complete details of goods/equipment within 24 hours of dispatch.

### **2 Warranty**

- a. All the equipments supplied by the Selected Agency shall be guaranteed for satisfactory performance for a period of **12 months** from the date of delivery at site specified by Directorate of Students Welfare. If any of the items are found defective due to design, materials or workmanship or from any act or omission of the supplier during these 12 months, the selected bidder shall promptly replace or rectify the defective items within a reasonable time free of cost, at the destination.
- b. If the supplier, having been notified of the defects, fails to rectify/replace the defect(s) in reasonable timeframe, Directorate of Students Welfare may proceed to take such remedial action(s) as deemed fit by the Directorate of Students Welfare at the risk and expense of the Selected Bidder and without prejudice to other contractual rights and remedies, which Directorate of Students Welfare may have against the supplier.

### **3 Packing of Equipment**

- a. The Equipment should be provided with suitable strong and durable packing to withstand all sorts of transit hazards, rough handling during transit and storage, till it reaches the final designated delivery site.

### **4. Octroi Duty and Local Duties & Taxes:**

- a. Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the Purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

b. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the Purchaser to enable the Purchaser reimburse the supplier and take other necessary action in the matter.

## **5. Default by the Selected Bidder**

a. The Successful Bidder shall deliver the equipment and perform the services as per the terms and conditions of this TENDER.

b. Directorate of Students Welfare reserves the right to adopt any of the following measures as it may deem fit in the event of any failure on the part of successful Bidder in maintaining its contractual obligations towards delivery of equipment and performance of services.

- i. Termination of the Contract
- ii. Imposition of Liquidated Damages,
- iii. Forfeiture of Performance Security

## **7 Liquidated damages**

1. If the Successful Bidder fails to deliver the equipment within the timelines, as specified in this document or as explicitly modified in the Contract, due to reasons attributable to the Successful Bidder, Directorate of Students Welfare at its discretion shall, without prejudice to its other remedies under the Contract, deduct from the Contract Value, as liquidated damages, a sum equivalent to one percent (1%) of the total contract price for each week of delay until actual delivery or performance, up to a maximum deduction of ten percent (10%). Upon reaching the maximum of 10%, Directorate of Students Welfare reserves the right to the Contract without prior notice and/or to arrange immediate supply of the tendered items from alternative sources to supplement the contract, at the risk and cost of the supplier.

2. Directorate of Students Welfare reserves the right to terminate the Contract without prior notice, if the supplier fails to meet the timelines for supply of the tendered items. In such an event, Directorate of Students Welfare also reserves the right to arrange immediate supply of the tendered items from alternative sources, at the risk and cost of the supplier

## **8. Disputes**

a. If a dispute of any kind whatsoever arises between Directorate of Students Welfare and the Successful Bidder in connection with or arising out of the TENDER or the execution of the Contract, whether during the execution of the Project or after its completion and whether before or after repudiation or termination of the Contract, including any dispute as to any decision, opinion, consent, expression of satisfaction, approval, determination of value, action or instruction of Directorate of Students Welfare, KAU, the matter in dispute shall be referred in writing to the Registrar, Kerala Agricultural University, KAU.P.O., Thrissur. Kerala.

b. Not later than 14 days after the day on which it received such reference, The Registrar, KAU shall give notice of its decision of the same to the Successful Bidder. Such decision shall state that it is made pursuant to this Clause and the decision of The Registrar, KAU shall be final.

## **9. Arbitration**

Arbitration is not a means of settlement of disputes

## **10. Jurisdiction**

a. Any matter related to this TENDER shall be subjected to the jurisdiction of the Courts at Thrissur, Kerala, India and will be governed by the Laws of India.

## **11. Applicable Law**

a. The contract shall be governed by and interpreted in accordance with the laws of India in force for the time being.

## ANNEXURE I

(Send duly filled & signed hard copy of the agreement in Kerala Stamp Paper worth Rs. 200/- purchased in the name of the Contractor to the tender inviting authority, & upload scanned copy)

### A G R E E M E N T

Articles of agreement executed on this the \_\_\_\_\_ day of \_\_\_\_\_, two thousand and \_\_\_\_\_ between \_\_\_\_\_ (here enter the name and address of the purchasing officer) for and on behalf of the Vice-Chancellor, Kerala Agricultural University, (hereinafter referred to as "The University") of the one part and Sri. \_\_\_\_\_ (H.E. name and address of the tenderer) (hereinafter referred to as "the Bounden") of the other part.

WHEREAS in response to the notification no. \_\_\_\_\_ dated \_\_\_\_\_, the Bounden has submitted to the University a tender for the supply of \_\_\_\_\_ specified therein subject to the terms and conditions contained in the said tender.

WHEREAS the Bounden has also deposited with the University a sum of Rs. \_\_\_\_\_ only as earnest money for the execution of an agreement undertaking the due fulfilment of the contract, in case his tender is accepted by the University.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the Bounden is accepted by the University and the contract for the supply of any item of \_\_\_\_\_ as per the above notification is awarded to the Bounden, the Bounden shall within fifteen days of acceptance of his tender, execute an agreement with the University incorporating all the terms and conditions under which the University accepts his tender.
2. In case the Bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the University shall have power and authority to recover from the Bounden any loss or damage caused to the University by

such breach as may be determined by the University, by appropriating the earnest money deposited by the Bounden and if the earnest money is found to be inadequate, the deficit amount may be recovered from the Bounden and his properties movable and immovable in the manner hereinafter contained.

3. All sums found due to the University under or by virtue of this agreement shall be recoverable from the Bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the University may deem fit.

In witness whereof the \_\_\_\_\_ (here enter the name and address of the purchasing officer), for and on behalf of the Vice-Chancellor of Kerala Agricultural University and Shri. \_\_\_\_\_, the Bounden, have here unto set their hands the day and year shown against their respective signatures.

Signed by Shri. \_\_\_\_\_ (date) \_\_\_\_\_

In the presence of witnesses:

1.

2.

Signed by Shri. \_\_\_\_\_ (date) \_\_\_\_\_

In the presence of witness:

1.

2.



## ANNEXURE 2

### Technical Specifications

**Make / Quoted model:**

**Name of the  
manufacturer:**

**Country of  
manufacture:**

#### SUPPLY AND INSTALLATION OF GYM/FITNESS EQUIPMENTS FOR FITNESS CENTRE AT KERALA AGRICULTURAL UNIVERSITY MAIN CAMPUS GYMNASIUM VELLANIKKARA, THRISSUR

SI No	Item Description	Qty
1	<b>Leg Press</b> - Heavy duty automotive SMC fully covered safety shield, Heavy 4"x 2", 10 Gauge Rectangular Steel frames combined with 2", 10 Gauge Square/Round Tubing Accents, High durability Electro static high micron powder coated finish and protective rubber stabilizer feet for stability, Compact design minimizes floor space, Stainless steel cable guides provide added protection for lasting durability, Weight Stack: 100 kg	1
2	<b>Pull Down (Lat Pull-Down Bar)</b> - Heavy duty automotive SMC fully covered safety shield, Heavy 4"x 2", 10 Gauge Rectangular Steel frames combined with 2", 10 Gauge Square/Round Tubing Accents, High durability Electro static high micron powder coated finish and protective rubber stabilizer feet for stability, Compact design minimizes floor space, Stainless steel cable guides provide added protection for lasting durability, Weight Stack: 100 kg	1
3	<b>Shoulder Press</b> -HEAVY DUTY AUTOMOTIVE SMC FULLY COVERED SAFETY SHIELD, MACHINED STEEL WEIGHT PLATES WITH PREMIUM NYLON BRUSHINGS FOR SMOOTH FUNCTION, THERMOPLASTIC RUBBER HAND GRIPS WITH SECURED END CAPS FOR IMPROVED FEEL, HEAVY 4"x 2",11 GAUGE OVAL STEEL FRAMES, COMBINED WITH 2",11 GAUGE SQUARE/ROUND TUBING ACCENTS, 4 ½" AND 3 1/2 " DIAMETER FIBERGLASS REINFORCED, NYLON PULLEYS WITH SEALED ROLLER BEARINGS, MAGNETIC SECURED SELECTOR PINS EASILY ACCESSIBLE FROM SEATED POSITION, CERTIFIED 2200 lbs TEST 3/16" MILITARY SPEC NYLON COATED CABLE,HIGH DURABILITY ELECTRO STATIC HIGH MICRON POWDER , COATED FINISH AND PROTECTIVE RUBBER STABILIZER FEET FOR STABILITY, WEIGHT STACK :	1

	100 KG Size: (L*W*H(mm)):1600*1524*1600 Machine Weight: 240kg (minimum)	
4	<b>Chest Press Machine-</b> Heavy duty automotive SMC fully covered safety shield, Heavy 4"x 2", 10 Gauge Rectangular Steel frames combined with 2", 10 Gauge Square/Round Tubing Accents, High durability Electro static high micron powder coated finish and protective rubber stabilizer feet for stability, Compact design minimizes floor space, Stainless steel cable guides provide added protection for lasting durability, Weight Stack: 100 kg	1
5	<b>Biceps Curl-</b> Heavy duty automotive SMC fully covered safety shield, Heavy 4"x 2", 10 Gauge Rectangular Steel frames combined with 2", 10 Gauge Square/Round Tubing Accents, High durability Electro static high micron powder coated finish and protective rubber stabilizer feet for stability, Compact design minimizes floor space, Stainless steel cable guides provide added protection for lasting durability, Weight Stack: 100 kg	1
6	<b>Chin Dip Assist -</b> Heavy duty automotive SMC fully covered safety shield, Heavy 4"x 2", 10 Gauge Rectangular Steel frames combined with 2", 10 Gauge Square/Round Tubing Accents, High durability Electro static high micron powder coated finish and protective rubber stabilizer feet for stability, Compact design minimizes floor space, Stainless steel cable guides provide added protection for lasting durability, Weight Stack: 100 kg	1
7	<b>Leg Extension:</b> Heavy duty automotive SMC fully covered safety shield, Heavy 4"x 2", 10 Gauge Rectangular Steel frames combined with 2", 10 Gauge Square/Round Tubing Accents, High durability Electro static high micron powder coated finish and protective rubber stabilizer feet for stability, Compact design minimizes floor space, Stainless steel cable guides provide added protection for lasting durability, Weight Stack: 100 kg	1
8	<b>Lying Leg Curl:</b> Heavy duty automotive SMC fully covered safety shield, Heavy 4"x 2", 10 Gauge Rectangular Steel frames combined with 2", 10 Gauge Square/Round Tubing Accents, High durability Electro static high micron powder coated finish and protective rubber stabilizer feet for stability, Compact design minimizes floor space, Stainless steel cable guides provide added protection for lasting durability, Weight Stack: 100 kg	1
9	<b>Smith Machine:</b> Heavy 4"x 1.2", 11 gauge rectangular steel frames combined with 2", 11 gauge square/round tubing accents, High durability electro static high micron powder coated finish, Counter Balanced Smith Machine with Linear Bearing	1

10	<p><b>Cable Cross Over:</b> Heavy duty automotive SMC covered safety shield, Machined steel weight plates with premium nylon bushings for smooth function, Heavy 3"x 1.5", 11 gauge rectangular steel frames combined with 2", 11 gauge square/round tubing accents, 4 1/2" and 3 1/2" diameter fiberglass reinforced nylon pulleys with sealed roller bearings, certified 2200 lbs test 3/16" military spec nylon coated cable, High durability electro static high micron powder coated finish, Total Weight Stack 200 kg</p>	1
11	<p><b>Heavy Duty Leg Press/Hack Squat:</b> Laser-cut powder-coated steel construction, Height – 60", Width – 66", Depth – 94" (min), Foot Plate - 26" long by 22" wide. Extra-sturdy 13 GA Steel Construction, 11 GA Steel Joints and Stress Points, Dual Floor Support Beams for Maximum Rigidity and Stability, Heavy Duty Frames with Good quality foam and leather, never out of shape and never fade.</p>	1
12	<p><b>Seated Calf Machine:</b> Biomechanically designed, Heavy 100 mm x 50 mm 11 gauge OVAL steel frames, Dura firm padded upholstery, High density rubber foot stabiliser, Size: (L)1270*(W)500*(H)820 (min), N.W.: 50kgs</p>	1
13	<p><b>Biceps Curl-</b>Biomechanically designed, Heavy 100 mm x 50 mm 11 gauge OVAL steel frames, Dura firm padded upholstery, High density rubber foot stabiliser Size: (L) 900 X (W) 700 X (H) 900MM, N.W.: 42kgs</p>	1
14	<p><b>Abdominal Machine:</b> HEAVY DUTY AUTOMOTIVE SMC FULLY COVERED SAFETY SHIELD, MACHINED STEEL WEIGHT PLATES WITH PREMIUM NYLON BRUSHINGS FOR SMOOTH FUNCTION, THERMOPLASTIC RUBBER HAND GRIPS WITH SECURED END CAPS FOR IMPROVED FEEL. HEAVY 4"x 2", 11 GAUGE OVAL STEEL FRAMES COMBINED WITH 2", 11 GAUGE SQUARE/ROUND TUBING ACCENTS. • 4 1/2" AND 3 1/2 " DIAMETER FIBERGLASS REINFORCED NYLON PULLEYS WITH SEALED ROLLER BEARINGS, MAGNETIC SECURED SELECTOR PINS EASILY ACCESSIBLE FROM SEATED POSITION, CERTIFIED 2200 lbs TEST 3/16" MILITARY SPEC NYLON COATED CABLE, HIGH DURABILITY ELECTRO STATIC HIGH MICRON POWDER COATED FINISH AND PROTECTIVE RUBBER STABILIZER FEET FOR STABILITY WEIGHT STACK : 100 KG, Size: L*W*H(mm)): 1397*1486*1600, Machine Weight: 240kg</p>	1
15	<p><b>Bench Press:</b> 2"x3" heavy duty 11 gauge mainframe construction. 1/4" zinc plated solid gunracks. Durable double stitched upholstery. Electrostatically applied powder coat paint finish, metallic silver</p>	1
16	<p><b>Abdominal Bench/Board:</b> Ab-board adjusts from low angle position to the most advanced sit-up angle</p>	1

17	<b>Olympic Rods:</b> HEAVY CHROME PLATTED WITH KNURLING AND COLLARS -(1) 3FT HEAVY CHROME PLATTED WITH KNURLING AND COLLARS - (2)4FT HEAVY CHROME PLATTED WITH KNURLING AND COLLARS (3) 5FT -HEAVY CHROME PLATTED WITH KNURLING AND COLLARS -(4)7FT HEAVY CHROME PLATTED WITH KNURLING AND COLLAR	2, 1, 1, 2
18	<b>Weight Plates:</b> 2.5x6, 5x6, 7.5x6, 10x6, 15x4, 20x4, 25x4. (50mm dia)	390 Kg
19	<b>Dumbbells:</b> Rubber head dumbbells with chrome handles 1KG X 4, 2 KG X4, 3 KG X4, 4 KG X4 , 5kgx4,7kgx2,8kgx2, 10kgx2, 12.5kgx2, 15kgx2, 17.5kgx2, 20kgx2	240 Kg
20	Dumbbell Rack: 2 Tier Rack .Holds one (1) pair each of 5-50 lb. Hex Dumbbells.	1
21	WEIGHT PLATE RACK -Heavy Duty	1
22	BAR BELL RACK- Olympic bar tree	1

*Annexure 3 - Letter of TENDER submission*

[Date]

The Director of Students Welfare,  
Kerala Agricultural University,  
KAU P.O., Vellanikkara, Thrissur - 680656

Email: [dsw@kau.in](mailto:dsw@kau.in) Telephone: 9495902227 (SO) 9400489173 (DSW)

Dear Sir,

Sub: Letter of TENDER Submission for [-----] (*insert name of tender*).

1. We, the undersigned duly authorized to represent and act on behalf of [-----] ("the Applicant"), and having reviewed and fully understood all information provided in the TENDER document, hereby apply as Applicant for the above mentioned project, Director of Students Welfare, Kerala Agricultural University
2. We are hereby submitting our Application including the following:
  - a) Application in the prescribed format, with all information and supporting documents requested in this TENDER Document.
3. Our Application is valid till [--date in figures and words-- ]
4. Director of Students Welfare and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any entity referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this Application, or with regard to the resources, experience, and competence of the Applicant.
5. We understand that;

1. All information submitted under this Application shall remain binding upon us at the time of bidding; and
  2. Director of Students Welfare may in their absolute discretion reject or accept any Application, cancel the bidding process and reject all Applications.
6. We declare that all statements made by us and all the information pursuant to this Letter of Application are complete, true and accurate to the best of our knowledge and beliefs.

For and on behalf of (name of Applicant)

Signed

Name

## **Annexure 4 – Form I – General details**

Details of Applicant (Application for the Project)

- (a) Name of Company/Dealer/Supplier:
  - (b) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (c) Date of Incorporation and Commencement of Business
  - (d) Address of Manufacturing Unit:
1. Brief description of the Company including details of its main lines of business:
  2. Details of individual (s) who will serve as the point of contact/ communication within the Company:
    - a) Name
    - b) Designation
    - c) Company
    - d) Address
    - e) Telephone number
    - f) Email
    - g) Fax
  3. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Applicant:
    - a) Name
    - b) Designation
    - c) Address
    - d) Telephone number
    - e) Email
    - f) Fax

### Annexure 4 – Form 2 – Pre qualification response sheet

Sl No	Criteria	Documentary Proof required	Document Submitted by Bidder
1	The Bidder must be a reputed Manufacturer/ Distributor/Dealer with prior experience of having manufactured/supplied Gym/Fitness Equipment detailed in Annexure 2.	Certificate of Incorporation/ Certificate of Commencement of Business/Memorandum and Articles of Association/ Authentic Govt Registration Certificate as proof of eligibility for Gym/Fitness equipment	
2	The Bidder should have a minimum average annual turnover of Rs 1,00,00,000 (INR one crore), specifically from the sale of Sports Goods and Equipment, in the past 3 financial years.	Audited balance sheet for last 3 years duly signed by a Chartered Accountant OR Certificate from Chartered Accountant	
3	The Bidder should have been in the business of Manufacturing of Equipment's and Accessories for the past 3 years or Supply of Equipment's and Accessories, for equipment of a similar nature to that detailed in BOQ for the past 3 years.	Details of Assignments Undertaken (Supply of Equipment mentioned in BOQ) with Copies of Supply Orders/ Satisfactory Performance/ Commendation Certificates from Event Organizers.	
4	The Bidder must have successfully supplied majority of the tendered items, listed in the TENDER, for at least 3 major National/Regional institutions under any of the government/public sector/ Universities or reputed organization in India during the past 5 years.	Certificate of installation	



5	The Fitness/Gym Equipment should be approved/licensed/ preferred by the ISI/ISO certification, OR used by major National/Regional institutions under any of the government/public sector/ Universities or reputed organization in India during the past 5 years.	Certificate/Documentary Evidence stating that the Equipment being supplied is approved/ licensed/ preferred by government/public sector/ universities or reputed organization in India	
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### Annexure 4 – Form 3 – Pre qualification response sheet

(Separate table for each Assignment)

Item	Details
Title & Nature of the Assignment.	
Brief Description of Assignment	
Client for which the Assignment was executed.	
Country and Location within Country where the Assignment was undertaken	
Certified Billing (in INR)	

Note: Please attach documentary proof for each Assignment (Copy of Contract/Client Certificate etc.)

**Annexure 4 - Form 4: Financial Details of Manufacturer**

<b>Year</b>	<b>Annual Turnover (in Rs)</b>
2017-2018	
2018-2019	
2019-2020	

Note: All figures quoted above shall be substantiated by attaching the Audited Annual Reports or a certificate from Chartered Accountant.

**Annexure 5:**

**TENDER DECLARATION FORM**

From,

To,

The Director of Students Welfare,  
Kerala Agricultural University,  
KAU P.O., Vellanikkara, Thrissur - 680656

Sir,

I/We hereby tender to supply, under the annexed general conditions of contract the whole of the articles referred to and described in the attached specification and schedule, or any portion thereof as may be decided by government, at the rates quoted against item. The articles will be delivered within the time and at the places specified in the schedule.

We shall furnish Guarantee/Warranty papers along with supply.

Signature of the Tenderer with seal :

Name of Tenderer :

Full Address :

Mob. No :

Land No :

Email ID :

Date.....

## Annexure 6 – Format for Power of Attorney for signing of application

Know all men by these presents, We .....  
(Name of the Applicant and address of their registered office) do hereby constitute,  
appoint and authorise Mr / Ms .....(name and residential address  
of Power of Attorney holder) who is presently employed with us and holding the position of  
.....

as our attorney, to do in our name and on our behalf, all such acts, deeds and things Director  
of Students Welfare necessary in connection with or incidental to our Application for the  
Project, including signing and submission of all documents and providing information /  
responses to Director of Students Welfare, representing us in all matters before Director of  
Students Welfare and generally dealing with Director of Students Welfare in all matters in  
connection with our Application for the said Project.

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

For Accepted

..... (Signature)

(Name, Title and Address)

of the Attorney

### **Note:**

- ◆ The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- ◆ The Power of Attorney shall be notarized as per the prevailing laws of the Country of Origin of the Bidder.
- ◆ The Power of Attorney should be supported by a duly authorised resolution of the board of directors of the Applicant authorizing the person who is issuing this power of attorney on behalf of the Applicant.

## Annexure 7- Performance Bank Guarantee

Ref. No.

Bank Guarantee No

Dated

To,  
The Director of Students Welfare,

Kerala Agricultural University, Vellanikkara, KAU P.O., Thrissur-680656

Email: [dsw@kau.in](mailto:dsw@kau.in)

1. Against contract vide Notification of Award covering "Tender for  
....." (hereinafter called the said  
'contract') entered into between the Director of Students Welfare, Kerala Agricultural  
University, (hereinafter called the Purchaser) and  
(hereinafter called the Bidder) this is to certify that at the request of the Bidder we  
\_\_\_\_\_ Bank., are holding in trust in favour of the Purchaser, the amount of  
\_\_\_\_\_ (write the sum here in words) to indemnify and  
keep indemnified the Purchaser against any loss or damage that may be caused to or  
suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and  
conditions of the said contract and/or in the performance thereof. We agree that the  
decision of the Purchaser, whether any breach of any of the terms and conditions of the  
said contract and/or in the performance thereof has been committed by the Bidder and the  
amount of loss or damage that has been caused or suffered by the Purchaser shall be final  
and binding on us and the amount of the said loss or damage shall be paid by us forthwith  
on demand and without demur to the Purchaser.
2. We \_\_\_\_\_ Bank, further agree that the  
guarantee herein contained shall remain in full force and effect during the period that would  
be taken for satisfactory performance and fulfillment in all respects of the said  
contract by the Bidder i.e. till \_\_\_\_\_ hereinafter called the said date  
and that if any claim accrues or arises against us \_\_\_\_\_ Bank Ltd, by  
virtue of this guarantee before the said date, the same shall be enforceable against  
us \_\_\_\_\_ Bank,  
notwithstanding the fact that the same is enforced within six months after the said date,  
provided that notice of any such claim has been given to us  
\_\_\_\_\_ Bank, by the Purchaser before the said date. Payment under  
this letter of guarantee shall be made promptly upon our receipt of notice to that effect from

the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
6. We \_\_\_\_\_ Bank, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, \_\_\_\_\_ Bank, shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.
8. Notwithstanding anything contained herein above our liability under this bank guarantee shall not exceed Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
9. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before -----before 14.30 hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

WITNESS NO. 1

Authorised Bank Representative

(Signature)

(Signature)

Full name and official

Full name, designation and

Address (in legible letters)

address (in legible letters)

With Bank stamp

WITNESS NO. 2

(Signature)

Full name and official Address (in legible letters)

Attorney as per power of

Attorney No .....

Dated .....

Office seal

*Signature of the tenderer / Authorised signatory*

Date



