



TENDER DOCUMENT
FOR
NURSERY SCHOOL AVAILABLE FOR RENT LOCATED IN AWHO TOWNSHIP GURJINDER
VIHAR GREATER NOIDA - 201315
(NOTICE NO : RWA/NS/2025/01)

OWNER

RESIDENTS WELFARE ASSOCIATION,
AWHO TOWNSHIP, GURJINDER VIHAR,
GREATER NOIDA - 201310

AWHO Township Gurjinder Vihar , Greater Noida 201 310

INTRODUCTION

Gurjinder Vihar is one of the largest Townships in NCR, popularly known as AWHO Township Greater Noida. There are 2822 apartments with almost 90% occupancy. Two Nursery Schools are running in AWHO premises out of which four schools. The size of this building is 1000 Square Meters, which has two floors with ten rooms. Person or group of persons or trust or society or other business institution having the ability to run nursery school, can submit their application by _____ March 2025 alongwith their last five year's audited financial results to the following address either in person or by email. Inspection of premises can be done on any working day as per predetermined time.

TENDER NOTICE

1. Bids are invited from experienced and reputed agency to run Nursery School on leave and license basis in premises located in AWHO Township. Bids will be in two parts **(1) Technical Bid and (2) Financial Bid.**
2. Suggested license fee per month is Rs 1, 00, 000/- (Rupees One Lakh Only) Excluding GST and any other taxes as may become applicable during the period of lease. However highest bidder will be considered.
3. Lease Period: - 15 years. However performance will be evaluated on yearly basis for continuation of service.
4. Earnest money deposit amount Rs 100,000/-. This will be refunded to the successful bidder after signing of the lease. (What about unsuccessful bidders?)
5. Bid Documents will be available for download at the website <https://tenders.awhogvgn.com> from 25 March 25 onwards. Intending bidders are advised to visit above website regularly especially prior to bid due date for submission of tender for any corrigendum/addendum/amendment and other bid related updates.

6. This 'Invitation to Bid and the tender document is non- transferable under any circumstances.
7. Last date for submission of bids is **3:00 PM on 07 April 2025**.
8. Contact: secretary: Office Superintendent: 81786647707 and (Shop Executive Mr. Abhishek Kumar- 7042485254)
9. Email: secyawhogvgn.com / awhotownshipgn@gmail.com
10. Address - Secretary, Residents Welfare Association, AWHO Township, Gurjinder Vihar, P-5 Sector Chi-1, Greater Noida, UP-201310.

BID INFORMATION SHEET

Name of Work	
Bid Reference Number	NOTICE NO : RWA/NS/2022/01
Earnest Money Deposit	Rs. 1,00, 000/- (Rupees One Lakh Only)
Bid processing fee	20,000/- (Twenty thousand only) Non-Refundable
Contact details of Bid Inviting RWA GVG N	Secretary, Residents' Welfare Association, Gurjinder Vihar, AWHO Township, P-5, Sector Chi -1, Greater Noida-201310. Ph. Email: secyawhogvgn.com ; awhotownshipgn@gmail.com
Bid document	Bid document can be downloaded from website https://tender.awhogvgn.com from 25 March 2025 to 07 April 2025.
Site visit	24 March 2025 to 04 April 2025 (11 AM to 3 PM)
Last date of seeking clarification in writing	On or before 5 pm, 02 April 2025. All clarifications will be responded to during pre-bid meeting and will be uploaded at the website https://tender.awhogvgn.com
Method of selection	Two stage evaluation (Two bid system) a) Technical evaluation b) Financial evaluation
Last date and time for submission of bids	3:00 PM on 07 Apr 2025.
Documents to be submitted with technical bid	Original demand draft – bid processing fee Original EMD Original letter of authorization/power of attorney in favour of authorized signatory
Bid validity	60 days
Bank Guarantee	2.5% of the Bid Value over 15 years.

Mode of submission of bids	Hard copy. Technical and financial bids in separate sealed envelopes marked on top with “Technical Bid” and “Financial Bid” respectively. Both sealed envelopes to be enclosed in a separate envelope and sealed.
Address for submission of bids	Bid to be dropped in a sealed bid box placed in the office of the Secretary, RWA GVGN
Date of opening <u>Technical Bids</u>	11:00 AM on 09 April 2025.
Presentation of <u>Technical Bids</u>	Will be intimated to successful bidders
Date of opening Financial Bids	Will be intimated to successful bidders

DISCLAIMER

11. The information contained in this Bid Document or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the RWA GVGN or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this TENDER DOCUMENT and all other terms and conditions subject to which such information is provided.

12. This TENDER DOCUMENT is not an Agreement and is neither an offer nor an invitation by the RWA GVGN to the Bidders or any other person. The purpose of this TENDER DOCUMENT is to provide interested parties with information that may be useful to them in the formulation of the best of knowledge and in good faith. However, the information may not be complete and accurate in all respects and may not be exhaustive. This TENDER DOCUMENT includes statements which reflect various assumptions and assessments arrived at by RWA GVGN in relation to the project. Information provided in this TENDER DOCUMENT is on a wide range of matters, some of which depends on the interpretation of law. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

13. While reasonable care has been taken in providing information in this TENDER DOCUMENT, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this TENDER DOCUMENT. Further, the Bidders are advised to conduct their own analysis of the information contained in this TENDER DOCUMENT, carry out their own investigations about the work, the regulatory regime which applies thereto and all matters pertaining to RWA GVGN and to seek their own professional advice on consequences of entering in to an agreement or arrangement relating to this TENDER DOCUMENT.

14. The information contained in this TENDER DOCUMENT is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of RWA GVGN. Neither RWA GVGN nor any of its officers, employees nor advisors

nor consultants under take to provide any bidder with access to any additional information or to update the information in this TENDER DOCUMENTS.

15. RWA GVGN, its employees and advisors make no representation or warranty and shall have no liability of any nature to any person including any Bidder or Vendor under any law, statute, rules or regulations or tort, principal of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER DOCUMENT.

16. The interested bidders shall submit the proposals at their own cost.

INSTRUCTIONS TO BIDDERS

17. The bidder shall submit two bids Technical and Financial separately enclosed in two sealed envelopes marked **TECHNICAL BID and FINANCIAL BID** respectively in bold letters. The envelopes containing technical and financial bids shall be enclosed in another envelope and sealed.

18. The envelope containing the Technical and Financial bids shall be dropped in the Tender Box kept at the office of the RWA GVGN.

19. The bids will be accepted in hard copy only.

20. Only one bid per bidder shall be accepted. Bidders submitting more than one bid shall be rejected.

21. Bids by forming consortium shall not be accepted.

22. Sub-contracting of the work shall not be permitted.

23. An EMD in the form of demand draft scheduled/commercial bank of the value as specified in the 'Bid Information Sheet' shall be submitted in favour of "Residents Welfare Association, Gurjinder Vihar, Greater Noida" payable at Greater Noida.

24. Bids not accompanied with EMD shall be rejected as non-responsive.

25. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contact with the successful bidder.

26. Forfeiture of EMD. The entire EMD shall be forfeited by RWA GVGN in the following events:-

- (a) If the bidder varies or modifies its proposal in a manner not acceptable to the RWA GVGN after opening of Bid during validity or any extension thereof.
- (b) If the Bidder tries to influence the evaluation process or canvassing of any kind.
- (c) If the Bidder selected as Operator chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).

27. Tender Fees in the form of a cheque /demand draft of scheduled/commercial bank and given in Bid Information sheet.

28. **Performance Bank Guarantee (PBG).** The selected Operator shall be required to furnish a Performance bank Guarantee (PBG) of 2.5% of in the form of an unconditional and irrevocable bank Guarantee from a scheduled /commercial bank in India in favors of “Residents Welfare Association, Gurjinder Vihar, Greater Noida” valid throughout of the contract and 90 days beyond the contract period.

(a) Performance Bank Guarantee shall be submitted by the successful bidder within 7 days of issuance of Letter Intent or Award of contract:-

- (i) The successful bidder has to renew the Bank Guarantee on same terms and conditions for the period of extension, if given, of the contract including claim period.
- (ii) Performance Bank Guarantee would be returned after successful completion of tasks assigned to them and only after adjusting / recovering / payable from/by the Bidder on any account under the contract.
- (iii) On submission of the Performance bank Guarantee and after signing of the contract, the demand draft/bank guarantee submitted towards (EMD) would be returned in original.
- (iv) Non-compliance of given clauses by successful bidder shall constitute sufficient grounds for the annulment of award and forfeiture of EMD, in which event RWA GVGN may award contract to the next lowest evaluated bidder or invite fresh bids.

29. Right to Accept/Reject the Bid. RWA GVGN reserves the right to accept or reject any Bid and annul the BID DOCUMENT process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant (s) or any obligation to inform the affected applicants (s) of the grounds for such decision. RWA GVGN reserves the right to reject incomplete or incorrect bids.

30. Disqualification. RWA GVGN has the sole discretion to disqualify any Bid at any time during the evaluation of application, if the applicant:-

- (a) Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements.
- (b) Submitted an application that is not accompanied by required document or is non-responsive.
- (c) Failed to provide clarification related thereto, when sought.

31. Opening of bids. The Bids shall be opened by Opening Committee, convened for the purposed, in presence of the designated representative of the Bidders who choose to attend and the resident owners. First technical bids will be opened at the time mentioned in the Bid Schedule.

32. Evaluation of Bids. The Technical Bids will be evaluated for responsiveness to the BID DOCUMENT. The criteria for responsiveness are set out below: -

- (a) The technical bid is required to be an un-priced proposal to establish that the Bidder satisfies the Eligibility Criteria. If the Technical Bid contains any financial or other commercial information, such Bid shall be rejected as being non-responsive.
- (b) Notarized copies of required documents must be submitted by the bidder along with technical Bid.(Originals only to be shown on demand)
- (c) If any Technical Bid (Including any of the documents required to be submitted as part of the Technical Bid) is found:
 - (i) Not complete in all respects (i.e., either that the Qualification bid do not contain all the documents that is required or any such document does not contain the information required as per the BID DOCUMENT.
 - (ii) Not signed by the authorized signatory of the bidder or
 - (iii) To contain any material deviational, conditions or reservation.
 - (iv) Then the bid will be rejected straightaway and no representation will be Entertained in this regard.

(d) RWA GVGN reserves the right to reject any Qualification Bid which is substantially non responsive and no request for alteration, modification, substitution or withdrawal by the Bidder shall be entertained by the RWA GVGN in respect of such technical Bid. The RWA GVGN will have the right, to seek additional information or documents from the bidder.

(e) After completion of the evaluation of the Technical Bids the RWA GVGN will notify the Qualified Bidders of the date, time and place for opening of the Financial Bids for the work.

(f) The Financial Bids of those Bidders who are not declared as Qualified Bidders shall not be opened by the RWA GVGN.

33. Evaluation of financial Bids. While opening the financial Bids of the Qualified Bidders, first responsiveness to the BID DOCUMENT WILL BE CHECKED.

(a) If any Financial Bid is found not complete in all respects, then that financial bids shall be deemed to be substantially non-responsive and will be rejected.

(b) The RWA GVGN shall not entertain any request for alteration, modification, substitution or withdrawal in respect of any Financial Bid that it finds to be substantially non-responsive.

(c) The Qualified Bidder that is ranked H1 will be the Highest Bidder and shall ordinarily be considered as the Selected Bidder for the Project.

(d) If two or more Qualified Bidders have been ranked H1 then the Qualified Bidder that has demonstrated the HIGHER average Net-worth for two financial Years immediately preceding the Bid Due date shall be Selected Bidder for the Project.

(e) If the Highest bidder withdraws or not selected for any reason in the first instance, the RWA GVGN may invite the Qualified Bidder ranked H2 to revalidate or extend its Bid Security, as necessary and select such Qualified Bidder as the Selected Bidder.

(f) The Highest Bidder may be asked to explain reasonability of bid by giving breakdown of offer to avoid freakish low offer or exorbitant offer.

34. Eligibility Criteria.

(a) Bidders shall not have been blacklisted by state Government central government, central Government departments, PSUs, local bodies or municipalities or any other government entity.

(b) A Bidder shall not have:-

(i) Failed to perform any contract.

- (ii) Had any Contract terminated by any entity?
- (iii) Been undergoing arbitration or legal dispute against itself regarding any previous contract.
- (iv) **Qualification Criteria.** To be considered as technically qualified, a Bidder shall demonstrate that it satisfies the following qualification criteria. Bidders not meeting following criteria will be summarily rejected.

Sr. No	<u>Qualification Criteria</u>	<u>Document Required</u>
(a)	Financially sound.	Last five years audited financial results (IT returns of last five years)
(b)	Other	<ul style="list-style-type: none"> ❖ Valid GST certificate ❖ Certified copies of the ITRs filed by the entity for the immediately five preceding financial years. ❖ Sworn undertaking / affidavit specifying the firm has not been blacklisted.

35. **Technical Bid**

<u>Ser No</u>	<u>Detailed description</u>	<u>Compliance (Y/N)</u>	<u>Remarks</u>
	<u>Technical Bid</u>		
A	Experience in the field of education with supporting documents		
B.	Vision for the Nursery School		
C.	Cover Letter on the letterhead of the bidder in Given Format.		
D.	Bid Processing Fees.		
E.	EMD.		
F.	Certificate of incorporation / registration (In Case of companies/firms)		
G.	Valid GST certificate		
H.	Last five year's audited financial results (IT returns of last five years).		
J	Sworn undertaking / affidavit specifying the firm has not been blacklisted.		
K	Certified copies of the ITRs filed by the entity for the immediately preceding five financial years.		
L	Board resolution or Power of Attorney specifying authorized signatory (not required for sole proprietorship companies provided same person is authorized signatory) in Original along with the Bid.		

36. FINANCIAL BID

- (a) The Property/Premises is being LEASED out to the second party for a period of Fifteen (15) Years.
- (b) The base rent will be **Rs. 1, 00, 000/- (Rupees One Lakh Only)** Excluding GST with annual increment of 5% or the Cost Inflation Index whichever is HIGHER.
- (c) Base License Fee offered :
(Excluding of all applicable taxes)

GENERAL CONDITIONS

37. Definitions- Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India.
- (b) “RWA GVGN” means RWA, Gurjinder Vihar, Greater Noida (RWA GVGN) which is the entity leasing out the premises of the school.
- (c) “Contract” means the Agreement entered into between the RWA GVGN and the Lessee, together with the lease documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein.
- (d) “GC” mean these General Conditions of Lease.
- (e) “Effective Date” means the date on which this Lease comes into force and effect as per the contract conditions;
- (f) “Party” means the RWA GVGN or the School Operator, as the case may be, and “Parties” means both of them.
- (g) “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.
- (h) “SC” means the Special Conditions of Lease by which the GC may be amended or supplemented.
- (i) “Bidder” means the entity bidding for the services under the Contract.
- (j) “Resident” means resident of India.
- (k) “RWA GVGN” means Residents Welfare Association, Gurjinder Vihar, Greater Noida.
- (l) “SP” means the Service Provider.
- (m) “In writing” means communication in written form with proof of receipt.

38. Taxes & Duties

- (a) The School Operator and their Personnel shall pay all such direct and indirect taxes, duties, fees and other impositions levied under the Applicable Laws of India.
- (b) THE PREMISES ARE BEING LEASED OUT SO ONLY TAXES ON LEASE AMOUNT WILL BE APPLICABLE WHICH WE ARE ALREADY RECOVERING AS LEASE PLUS APPLICABLE TAXES FROM TIME TO TIME

39. Fraud & Corruption

(a) The Bidders and their respective officers, employees, contractors, agents and advisers shall observe the highest standard of ethics during the Selection process and subsequently if nominated as the School Operator, after the Registration of the Lease Agreement and during the subsistence of the Lease. Should any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice, restrictive practice, obstructive practice and undesirable trade practices of any kind come to the knowledge of the RWA GVGN, it will in the first place allow the Bidder to provide an explanation along with the proof. RWA GVGN shall take action if it is not satisfied with the explanation or it is not received by the specified time. In this case, the Lease will be terminated, and its performance guarantee will be forfeited.

(b) **Definitions.** In pursuance of this policy, the RWA GVGN defines, for the purpose of this provision, the terms set forth below as follows:

- (i) “Corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any member of the RWA / a public official in the selection process or in contract execution.
- (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence the selection process
- (iii) “Collusive practices” mean a scheme or arrangement between two or more bidders, with or without the knowledge of the RWA GVGN, designed to establish prices at artificial, non-competitive levels.
- (iv) “Coercive practices” mean harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (v) “Unfair trade practices” mean supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.

40. Measures to be taken by the RWA GVGN

(a) The RWA GVGN may terminate the Lease if it determines at any time that representatives of the School Operator were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the entire duration of the lease without the School Operator having taken timely and appropriate action satisfactory to the RWA GVGN to remedy the situation;

(b) The RWA GVGN may also apply sanction against the School Operator, including declaring the School Operator ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the School Operator has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a RWA GVGN financed contract.

41. Interpretation. In this Lease Agreement unless a contrary intention is evident.

(a) The clauses headings are for convenient reference only and do not form part of this Lease Document.

(b) Unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Lease Document including any amendments or modifications to the same from time to time;

(c) A word in the singular includes the plural and a word in the plural includes the singular;

(d) In the event of an inconsistency between the terms of this Lease Document and the Bid document and the Proposal, the terms of this Lease Document shall prevail.

42. Commencement, Completion, Modification & Termination of Contract

(a) **Commencement of Work.** Selected Bidder shall start Operation within 90 days of signing of contract.

(b) **Effectiveness of Contract.** This Contract shall come into effect wef _____ 2025 to _____ 2040.

(c) **Termination of Lease Agreement.**

(i) Termination of Lease Agreement for Failure to Become Effective. If this does not become effective within such time period as defined in the RWA GVGN through a written notice to the other Party, declare the offer to sign the contract to be null and void. RWA GVGN may ask next ranked bidder to sign the or may publish new BID DOCUMENT.

(ii) **Termination of subject to necessary approvals.** RWA GVGN reserves the right to terminate the contract at any time without prejudice or liability.

43. Visions agreed by the Parties.

(a) By written agreement between the parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, required by the School Operator the prior written consent of the RWA GVGN is required.