



**SPORTS AUTHORITY OF INDIA**  
**Regional Centre Gandhinagar**  
(An Autonomous Body under the Ministry of Youth Affairs & Sports)

**REQUEST FOR PROPOSAL (RFP)**

**TO**

**APPOINT A MANAGEMENT OPERATOR TO OPERATE & MAINTAIN  
THE 50 M OLYMPIC SIZE SWIMMING POOL (4 LANES) AND  
LEARNERS POOL (4 LANES) AT SAI RC GANDHINAGAR**

**RFP Ref: SAI/RC/Gandhinagar/RFP/Swimming/24-25/A/01**

**Date of Publication: -04.09.2024**

**Sports Authority of India (SAI)**  
**Sector 15, Gandhinagar**  
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**(An Autonomous Body under the Ministry of Youth Affairs & Sports)**

<b>DISCLAIMER</b> .....	4
1. <b>GENERAL INSTRUCTION</b> .....	8
2. <b>LANGUAGE OF BID</b> .....	9
3. <b>DOCUMENTS TO BE SUBMITTED</b> .....	10
4. <b>RFP PROCESS</b> .....	10
5. <b>BID VALIDITY</b> .....	11
6. <b>BID PRICES</b> .....	11
7. <b>DECLARATION OF SUCCESSFUL BIDDER</b> .....	11
8. <b>EARNEST MONEY DEPOSIT</b> .....	12
9. <b>BIDDERS' QUERIES AND RESPONSES THERETO</b> .....	13
10. <b>SUBMISSION OF BIDS</b> .....	15
11. <b>SCRUTINY OF BIDS</b> .....	15
12. <b>DECLARATION OF SUCCESSFUL BIDDER</b> .....	17
13. <b>PROJECT BACKGROUND</b> .....	18
14. <b>COMMUNICATIONS</b> .....	19
15. <b>SCOPE OF CONTRACT</b> .....	20
16. <b>QUARTERLY FEE</b> .....	23
17. <b>OBLIGATIONS OF THE SELECTED BIDDER</b> .....	24
18. <b>OBLIGATIONS OF SAI</b> .....	26
19. <b>OTHER MISCELLANEOUS WORK</b> .....	26
20. <b>TIMELINE AND DELIVERABLES</b> .....	26
21. <b>OTHER TERMS AND CONDITIONS OF THE BID</b> .....	27
22. <b>GOVERNING LAW AND JURISDICTION:</b> .....	27
23. <b>PENALTY</b> .....	28
24. <b>ELIGIBILITY CRITERIA</b> .....	30
24. <b>FINANCIAL BID EVALUATION</b> .....	33
25. <b>SELECTION OF THE BIDDER</b> .....	35
26. <b>DECLARATION OF SUCCESSFUL BIDDER</b> .....	35
27. <b>SECURITY DEPOSIT</b> .....	35
28. <b>SIGNING OF CONTRACT</b> .....	36
29. <b>GENERAL PROVISION</b> .....	37
30. <b>HANDOVER</b> .....	38
31. <b>REPRESENTATIONS AND WARRANTIES</b> .....	38
32. <b>INDEMNIFICATIONS AND LIABILITIES</b> .....	38
33. <b>TERMINATION</b> .....	39

<b>34</b>	<b>FORCE MAJEURE.....</b>	<b>40</b>
<b>35</b>	<b>DISPUTE RESOLUTION MECHANISM.....</b>	<b>40</b>
<b>36</b>	<b>APPLICABLE LAW .....</b>	<b>42</b>
<b>37</b>	<b>CORRUPT OR FRAUDULENT PRACTICES.....</b>	<b>42</b>
<b>38</b>	<b>CONFLICT OF INTEREST.....</b>	<b>44</b>
<b>39</b>	<b>CONFIDENTIALITY .....</b>	<b>44</b>
<b>40</b>	<b>TAXES AND DUTIES.....</b>	<b>44</b>
	<b>Appendix .....</b>	<b>45</b>
	<b>Form1: Bid Submission Form.....</b>	<b>45</b>
	<b>Form 2: Particulars of the Bidder .....</b>	<b>47</b>
	<b>Form 3: Technical Eligibility .....</b>	<b>48</b>
	<b>Form 4: Financial Proposal (To Be submitted through Online mode only) .....</b>	<b>52</b>
	<b>ANNEXURE ‘I’   POWER OF ATTORNEY (SAMPLE) .....</b>	<b>53</b>
	<b>ANNEXURE ‘II’   INSTRUCTIONS FOR ONLINE BID SUBMISSION.....</b>	<b>54</b>
	<b>ANNEXURE ‘III’   BANK GUARANTEE FORM FOR BID SECURITY .....</b>	<b>56</b>
	<b>Annexure IV: Bank Guarantee Form for Security Deposit .....</b>	<b>57</b>
	<b>ANNEXURE ‘V’  - DRAFT CONTRACT AGREEMENT FORMAT .....</b>	<b>58</b>

## DISCLAIMER

1. The information contained in this Request for Proposal Document (hereinafter known as 'RFP Document') or subsequently provided to Bidders in documentary form by or on behalf of Sports Authority of India (SAI) (hereinafter referred to as 'Authority') or any of their representatives, employees or advisors (collectively referred to as 'Representative(s)'), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP document is to appoint a Management Operator which can be Agency / Firm / Institution /NGOs/ Individual qualifying eligibility criteria to Operate and Maintain the 50 M Olympic size swimming pool (4 lanes) and learners pool ( 4 lanes) at SAI RC Gandhinagar and (hereinafter referred to as 'the facility') contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as 'Bidder(s)') with information to assist the formulation of their proposals (hereinafter referred to as the 'Proposal(s)').

2. This RFP is neither an agreement nor an offer letter nor an invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by SAI in relation to the Event. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for SAI and/or its Representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.
3. The Authority and/or its officials makes no representation or warranty and shall incur no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles 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 RFP document or otherwise, including the accuracy, reliability or completeness of this RFP and any assessment, assumption or information contained therein or deemed to form part of this RFP document or arising in any way with qualification of Bidders for participation in the selection process.
4. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be

regarded as a complete or authoritative statement of law. SAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

5. The Authority reserves the right to change any or all terms and conditions/information set in this RFP Document by way of revision, deletion, update or supplement and annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.
6. This RFP Document is non-transferable.
7. The issue of this RFP Document does not imply that the Representatives is bound to select the Bidder to enter into any contract and the Representatives/SAI reserves the right to reject all or any of the Bidders or Bids, at any stage of the Bidding Process, without assigning any reason whatsoever.
8. Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to analysis, preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to submission of its Bid. All such costs and expenses will remain the responsibility of the Bidder and the Authority shall not be liable in any manner whatsoever for the same and/or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.
9. This RFP Document supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications. The Bidders shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this RFP.
10. The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to SAI or any of its respective officers, employees, advisors or agents.

**i. NOTICE INVITING TENDER**

Sports Authority of India, (hereafter referred as ‘SAI’) an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids To appoint a Management Operator to operate and maintain the 50 M Olympic size swimming pool (4 lanes) and learners pool (4 lanes) at SAI RC Gandhinagar (hereinafter referred to as ‘The facility’) contains brief information about the scope of work and qualification process for the selection of Bidder.

The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as ‘Bidder/s’) with information to assist the formulation of their proposals {hereinafter referred to as the ‘Proposal(s)’}. The detailed scope of work and deliverables are mentioned at Clause 15, Terms of Reference for Consultancy Services (TOR), of this RFP.

**ii. BID SCHEDULE & DATA SHEET**

Name of the BID	To appoint a Management Operator to operate and maintain the 50 M Olympic size swimming pool (4 lanes) and learners pool (4 lanes) at SAI RC Gandhinagar
Date of Publication	04.09.2024
Bid document download start Date	04.09.2024
Last date and time of submission of queries for Pre-Bid Conference	11.09.2024 at 10.00 AM
Pre-Bid conference (Physical Meeting)	11.09.2024 at 11.00 AM (Meeting Room Admin block SAI RC Gandhinagar)
Earnest Money Deposit (EMD)	Rs. 6720.00 /- (Rupees Six thousand seven hundred twenty only) Submission of EMD in Original: office of the Regional Director I/C, SAI, RC Gandhinagar
Bid submission Start date and end date and time	Bid submission Start date:- 04.09.2024 (at 1.00 PM) Bid submission end date :- 25.09.2024(at 1.00 PM)
Bid Validity Period	180 days
Mode of Submission	Online (CPP Portal)
Opening of Technical Bid date and time	26.09.2024 at 1.00 PM
Opening of Financial Bids	Shall be notified later
Issuance of Letter of Acceptance (LOA)	Shall be notified later
Signing of Agreement	Shall be notified later
Method of selection	Highest Revenue Selection (H1Based)

Bid Variable	Quarterly Fee
Security Deposit	Equivalent to Quarterly Fee
Time period of Contract	03 Years (Three Years)
E-mail for all correspondence	<a href="mailto:rcgandhinagar-sai@nic.in">rcgandhinagar-sai@nic.in</a>
Joint Venture/Consortium to be allowed	Not allowed
Sub-contracting allowed/not allowed	Not Allowed

## SECTION I: INSTRUCTION TO BIDDERS

### 1. GENERAL INSTRUCTION

- 1.1. The Bidders can download this RFP from the website: <http://sportsauthorityofindia.nic.in> & CPP Portal website: <http://eprocure.gov.in/eprocure/app>. Subsequently, the bid has to be prepared and submitted **ONLINE ONLY** as per the Bid Schedule as specified in this RFP.
- 1.2. Bidder shall not be entitled to submit another application either individually or as a member of any Consortium/Joint Venture, as the case may be.
- 1.3. **Definitions and Abbreviations:** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
  - 1.3.1. **‘Purchaser’** means the organisation purchasing services as incorporated in this document i.e., Sports Authority of India (SAI).
  - 1.3.2. **‘Bid’** (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer to offer services in accordance with the terms and conditions set out in this RFP, including clarification and/or amendments, to the extent permitted, thereto.
  - 1.3.3. **‘Management Operator’** means **‘Agency’, ‘Firm’, ‘Company’, ‘Bidder’**, or any registered entity or person or associations of persons who submit their proposals for providing Services in accordance with this RFP and shall include proprietorship/Partnership/LLP/Private limited companies/NGOs/Individual etc..
  - 1.3.4. **‘The Facility’** means the sports facility(ies) for particular discipline for which the RFP has been invited.
  - 1.3.5. **‘Services’** means services as mentioned in this document and other such obligations of the service provider/Management Operator covered under the contract.
  - 1.3.6. **‘Terms of Reference (TOR)’** means the document included in the RFP which explains the scope of work, activities and tasks to be performed.
  - 1.3.7. **‘Notification of Award’** or **‘NOA’** means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity to the terms and conditions set forth in the RFP and any subsequent amendments thereof.
  - 1.3.8. **‘Contract’** means the written agreement entered between SAI and the service provider/Management Operator, together with all the documents mentioned therein and including all attachments, annexures etc., therein.



- 1.3.9. **‘LoA’** means the Letter of Acceptance issued by Sports Authority of India for the purpose as mentioned in this document.
- 1.3.10. **‘Party’** means the Client or the Bidder, as the case may be, and **‘Parties’** means both of them.
- 1.3.11. **‘RFP’** means this Request for Proposal issued by Sports Authority of India for the purpose as mentioned in this document, including the draft Agreement, Annexure and Addendum thereof by Sports Authority of India for a selection of a suitable operator to implement the Project, and shall include any modifications, amendments or alterations or clarifications thereto.
- 1.3.12. **‘Performance Security/Security Deposit (PSD)’** means monetary or financial guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as **Interest Free Security Deposit.**
- 1.3.13. **“Material Adverse Effect”** with respect to a party means a material adverse change in or effect on the business, operations, financial condition, properties or liabilities of the party taken as a whole; provided, however, that a Material Adverse Effect shall not be deemed to include (i) changes as a result of the announcement of this transaction, (ii) events or conditions arising from changes in general business or economic conditions or (iii) changes in generally accepted accounting principles;
- 1.3.14. **“Government Authorities”** shall mean any or all governmental authority / authorities of India or any subdivision thereof, whether national, federal, provincial, regional, state, county, municipal, local or other and any ministry, department, agency, entity or other body duly exercising executive, legislative, regulatory or administrative functions of government, including any other body which may exercise similar and any other municipal/ local authority having jurisdiction over the parties herein, and shall include any authority established through a statute or an act of the Government of India;
- 1.4. The Bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process on the e-Tendering portal as mentioned in Annexure I. This section also mentions the guidelines for submission of bids.

## **2. LANGUAGE OF BID**

The Bid submitted by the Bidder and all subsequent correspondence(s) and documents relating to the Bid exchanged between the Bidder and SAI, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other

language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

### **3. DOCUMENTS TO BE SUBMITTED**

All the documents are to be mandatorily uploaded online as per the instructions for online bid submission detailed in this RFP document as detailed in the Appendix

### **4. RFP PROCESS**

- 4.1. RFP issued by SAI constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as per Clause 24) to be Management Operator (after evaluation of eligible Bidders), subject to the terms & conditions of this RFP, Tender Documents, and the Agreement.
- 4.2. This RFP is not more than a Request for Proposal and is not intended to constitute a contract or a grant of any rights or licenses, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by SAI of the Bidder's Bid and the execution of the Agreement by SAI and the Selected Bidder.
- 4.3. This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and SAI reserves the right to withdraw the RFP and/ or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid.
- 4.4. Upon selection of any Bidder by SAI, the selected bidder shall enter into a detailed agreement ('Agreement') incorporating the provisions of this RFP and the successful Bid.
- 4.5. The term of association shall be 03 Years (Three Years) from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP terms and conditions.
- 4.6. The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:
  - i. Understood and examined the extent of the Rights, scope of Work and other information made available in writing by SAI, for the purpose of this RFP;
  - ii. Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
  - iii. Satisfy itself as to the correctness and sufficiency of the RFP.
  - iv. Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with SAI or any of its

government partners in relation to this RFP. Any clarifications and all information will be via e-mail only [rcgandhinagar-sai@nic.in](mailto:rcgandhinagar-sai@nic.in) No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFP.

## 5. BID VALIDITY

- 5.1. The Bid shall remain valid for acceptance for a period of 180 days (One Hundred Eighty days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same.
- 5.2. In exceptional cases, the Bidders may be requested to extend the validity of their Bids up to a specified period by SAI. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.
- 5.3. In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

## 6. BID PRICES

- 6.1. The Bidder providing services shall quote only in Indian Rupees (INR).

The Bidder shall indicate in the Price Schedule provided on CPP Portal all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required. **The price bid shall not be submitted with the technical bids. If price bid is submitted along with technical bid, it will lead to disqualification of the bidder.**

- 6.2. If any bidder quote NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- 6.3. The prices quoted by the Bidder shall remain firm and fixed during the currency of the Contract and will not be subject to variation (except for conditions mentioned at Clause 16.14 of this RFP) on any account until unless variations are mentioned as part of the contract.
- 6.4. The bidder should quote for all the parameters mentioned in the price bid. Noncompliance of the same will lead to disqualification.

## 7. DECLARATION OF SUCCESSFUL BIDDER

- 7.1. Prior to the expiration of the validity period for the Bid, SAI shall notify the successful Bidder in writing by Notification of Award that its Bid has been accepted. SAI will also send to the successful Bidder, a draft of the Agreement,

along with the afore-mentioned notification. The successful Bidder and SAI shall discuss and enter into a mutually agreeable final written document of the Agreement and each party shall retain one original of the signed Agreement. It is clarified that the Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Bidder and shall not have terms and conditions more onerous on the selected bidder than those contained in the RFP.

- 7.2. Upon the successful signing of the Agreement by the Successful Bidder and SAI, and the furnishment of the Security Deposit, SAI will promptly notify the name of the winning Bidders) to each unsuccessful Bidder(s) and refund their respective Earnest Money Deposits.
- 7.3. Term of the Agreement: The Agreement shall commence on the date of its signing and shall be valid up to the conclusion of the Term.
- 7.4. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NoA in the form of acceptance of NoA and submission of PSD, shall constitute sufficient grounds for the annulment of the NoA. In such an event, SAI reserves the right to cancel the contract and initiate the retendering process for the same services.

## **8. EARNEST MONEY DEPOSIT**

- 8.1. The bidder shall furnish Bid Security for an amount as shown in the Clause 'B' of the RFP. The Bid Security is required to protect SAI against the risk of the bidder's unwarranted conduct. Non-submission of Bid Security will be considered as major deviation and bid will not be considered.
- 8.2. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only Service Provider for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.
- 8.3. The Bid Security shall be furnished in one of the following forms:
- Fixed Deposit Receipt
  - Banker's cheque / Pay Order
  - Bank Guarantee (including e-Bank Guarantee) from any of the commercial banks (as per the format at Section IV-D).  
NEFT transfer to "Regional Director (I/c), Sports Authority of India  
Gandhinagar Account No- 2381101006418  
IFSC CODE: - CNRB0002381
  - (Bidder has to upload challan/proof along with Bid in CPPP Portal)
  - Valid Insurance Surety Bonds

The Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour

of the “Regional Director (I/c), Sports Authority of India Gandhinagar Account No- 2381101006418 , IFSC CODE: - CNRB0002381

- 8.4. Regional Director (I/c), Sports Authority of India, payable at Gandhinagar. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under Annexure XII (A) of the Bid Document.
- 8.5. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 225 days from the date of opening of the Technical Bid.
- 8.6. Earnest Money is required to protect the SAI against the risk of the bidder’s conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of SAI. The successful bidder’s earnest money will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security and sign the contract / agreement within the period as specified by SAI in the Letter of Intent/ Notification of Award (NoA).

**9. BIDDERS’ QUERIES AND RESPONSES THERETO**

- 9.1. All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person on the email id *rcgandhinagar-sai@nic.in*. The queries should necessarily be submitted on or before scheduled date and time mentioned in the following format, The queries received after the prescribed date and time will not be entertained by Authority:

<b>To,</b> <b>Sports Authority of India</b>					
<b>BIDDER’S REQUEST FOR CLARIFICATION</b>					
Name of Organization submitting request		Name & position of person submitting request		Full formal address of the organization including phone and email points of contact.	
				Tel:	
				Email: <i>rcgandhinagar-sai@nic.in</i>	
<b>Sl. No.</b>	<b>Bidding Document Reference(s) (Clause number/page)</b>	<b>Content of RFP requiring clarification</b>	<b>Points of Clarification required.</b>		
1					
2					

- 9.2. A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with SAI in writing. SAI will respond in writing to such request(s) in pre-bid conference as per the bid schedule. All enquiries should be sent to SAI through email only. SAI shall not be responsible for ensuring that Bidder's enquiries have been received by them. SAI will endeavor to provide a complete, accurate, and timely response to all questions to all Bidders. However, SAI makes no representation or warranty as to the completeness or accuracy of any response, nor does SAI undertake to answer all the queries that have been posed by the Bidders. All responses given by SAI will be distributed/mailed to all the Bidders or posted on the online portal/website. All Bidders should regularly visit the portal for any updates/corrigendum.
- 9.3. SAI will host a Pre-Bid Conference, scheduled as per the details in the Bid Schedule. The Bidder or its authorized representatives may attend the pre-bid conference at their own cost. The purpose of the conference is to provide the Bidders with information regarding the RFP and discuss the Bidder's queries, together with proposed solutions. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The link shall be provided to the Bidders one hour prior to the scheduled meet.
- 9.4. Within reasonable time period after the Pre-Bid Conference, SAI will issue responses to the Bidder's written queries, together with any other revised documents (if required).
- 9.5. Amendments to Bidding Documents:
- i. At any point of time, prior to the deadline for submission of Bids, SAI may, for any reason deemed fit by it, modify or amend the Bidding Document(s) by issuing suitable amendment(s) to it. Prospective Bidders are advised to check the same before submission of bids.
  - ii. Such an amendment will be uploaded on SAI website: [sportsauthorityofindia.nic.in](http://sportsauthorityofindia.nic.in), and CPP portal of Government of India [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders are, therefore, advised to refer to SAI website and CPP portal before submitting bid, as such corrigenda shall be binding on all Bidders. The Authority may at its discretion extend the deadline for the submission of Proposals.
  - iii. The Bidders are advised to physically visit and inspect, existing site including facilities, availability of machineries, equipment, tools etc. with its own cost, that may be necessary for preparing the bid and for entering into an agreement for the operation and maintenance of the Property before submission. The property will be handed over to the selected bidder on 'As-Is-Where-Is Basis'. complaints on the available facilities will not be entertained at a later date. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or

tort, principles 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this tender.

## **10. SUBMISSION OF BIDS**

- 10.1. Bids to be submitted online as per instructions of the RFP.
- 10.2. In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time on the next working day.
- 10.3. Financial bids of the Technically Qualified Bidders shall be opened online at the date and time as intimated later on CPPP e-procurement website <https://eprocure.gov.in/eprocure/app>.
- 10.4. Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid schedule mentioned in Clause B of the RFP shall not be considered.
- 10.5. The Bidders are required to upload the documents as per requirement of this RFP document.
- 10.6. Bidders shall submit 'Online Bid' only in PDF/Scanned Copy. Hard Copy of Bid documents will not be accepted.
- 10.7. Bidders must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 10.8. All terms and conditions in the bid document shall stand frozen on the date of opening of the bid.
- 10.9. The proof of work orders for claim of relevant experience should be dated on or after the date of registration of the firm/company/LLP etc.

## **11. SCRUTINY OF BIDS**

SAI will examine the Bids to determine whether they are complete, whether the documents submitted by the Bidders have been properly signed, stamped and whether the Bids are generally in order. SAI will determine the responsiveness of each Proposal. Each page of the document submitted by the Bidder as per requirement of this RFP shall be signed and sealed by the Bidder or its authorized signatory.

### 11.1. **Rejection of Technical Bids**

In addition to any other reasons stipulated in this RFP, Technical Bids may be rejected under any of the following circumstances

- i. Incomplete bids that do not quote for the complete scope of work as indicated in the Bid-related documents, corrigendum, or addendum (if any) and any subsequent information given to the Bidder .
- ii. Information that is found to be incorrect, false/misleading at any stage during the tendering process.
- iii. Inclusion of Financial/Price Bid details in a Technical Bid, or Technical Bids that reveal quotations, in any form; and
- iv. Non-fulfilment of the eligibility criteria or Technical Qualification score in evaluation criteria set out in this RFP, by the Bidder .
- v. Any Bid that does not comply with the conditions lay down by SAI.
- vi. Any other reasons which are deemed fit by SAI.
- vii. Bids which do not confirm unconditional validity of the bid for 180 days from date of opening of Bid.
- viii. Conditional Bid

### 11.2. **Rejection of Financial/Price Bids**

In addition to any other reasons stipulated in this RFP, financial/price Bids may be rejected under any of the following circumstances:

- i. Incomplete Bids that do not set out the Service Fee for the complete Scope of Work as indicated in the bidding documents, Corrigendum or addendum (if any) and any subsequent information given to the Bidders.
- ii. Financial/Price Bids made through E-mail/by post.
- iii. Bids which do not conform to SAI Bid format.
- iv. Bids in respect to which the Bidder does not accept SAI rectification of clerical/arithmetic discrepancies in the Financial/Price Bid, if any. Any Financial/Price Bid that does not comply with the conditions laid down by SAI.
- v. If any bidders quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

### 11.3. **Other Reasons for Rejection of Bid**

In addition to any other reasons stipulated in this RFP, Bids may be rejected under any of the following circumstances:

- i. Bids in which the Bidder seeks to influence the SAI bid evaluation, bid comparison or contract award decisions.
- ii. In view of two bid systems, SAI will first open Technical Bids. If the same is not complete and lacking with respect to any requirement(s), the same would be rejected straightaway without opening the Financial/Price Bid.



**11.4. Minor infirmity/irregularity/non-conformity**

If during the preliminary examination, SAI finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, SAI may reject or may convey its observation on such 'minor' issues to the Bidder by e-mail asking the Bidder to respond by a specified date. If the Bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

**12. DECLARATION OF SUCCESSFUL BIDDER**

- 12.1. Prior to the expiration of the validity period for the Bid, SAI shall notify the Successful Bidder in writing by Letter of Acceptance/Notification of Award that its Bid has been accepted. SAI will also send to the Successful Bidder, a draft of the '**Agreement**', along with the afore-mentioned notification. The Successful Bidder and SAI shall discuss and enter into a mutually agreeable final written form of the Agreement and each party shall retain one original of the signed Agreement.
- 12.2. The failure of SAI and the Successful Bidder to agree to the terms and conditions of the Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the Successful Bidder or call for fresh Proposals.
- 12.3. Upon the successful signing of the Agreement by the Successful Bidder or Operator and SAI, and the furnishing of the Security Deposit, SAI will promptly notify the name of the winning Bidder to each unsuccessful Bidder(s) and refund their respective Earnest Money Deposits.

## SECTION II: GENERAL INTRODUCTION

### 13. PROJECT BACKGROUND

- 13.1. SAI is willing to appoint a Management Operator to operate and maintain to maintain the 50 M Olympic size swimming pool (4 lanes) and learners pool (4 lanes) at SAI RC Gandhinagar (herein after referred to as 'The Facility'). In pursuance of the same, SAI is inviting bids through online bidding process to associate with SAI and to operate and manage The Facility. Through this RFP, SAI expects very high standards of output from the selected bidder in terms of quality and adherence to the agreed time schedule
- 13.2. The details of infrastructure available at the Facility are detailed as here under:
- 50 m Olympic Size Swimming Pool – 50 x 25 m
  - 25 m Warm Up Swimming Pool - 25 X 25 m
- 13.3. The Selected bidder will be provided with the 50 M Olympic size swimming pool (4 lanes) and learners pool (4 lanes) at SAI RC Gandhinagar only on "as is where is basis", all other facilities as required for successful operations and maintenance of the Facility shall be arranged by the selected bidder at his own cost including the provision of repair of Swimming Pool in the Facility of the tendered premises etc. In case repair of Swimming Pool along with the facilities such as Steam and Sauna bath, Shower Area (Men & Women), Change Room cum Wash Room (Men & Women), Lane Ropes, Lawn Area, Filtration Plant, Balancing Tank, Water Supply Pumps, Electrical fittings like Motors, lights etc., Suction Sweeper Machine, LT Panel, Plumbing, Underground Pipes & Cables etc. by the bidder, then the facilities are to be handed over to SAI. New equipment/facility if procured by selected bidder, bidder will have the right to take along after contract period.
- 13.4. The agency is responsible for covering 40 % of the total electrical bill of swimming pool to the SAI and the selected Bidder shall pay the amount of monthly electricity bill to SAI, pertaining to the assigned premises, as indicated by the installed sub meter by 7<sup>th</sup> day of subsequent months with intimation to the incharge of the facility by email. The electricity will be charged on the basis of existing commercial rates provided by incharge of the facility and the same shall be in addition to the monthly fee. In case of failure to deposit the bill within stipulated time surcharge will be levied at applicable rates. In addition, water charges will be applicable on actual consumption basis as per prevailing rates, which is to be paid by selected bidder.
- 13.5. Based on the availability of Space in the tendered space, the selected bidder may add additional facilities pertaining to the relevant sport and which are necessary to run the facility.

**14. COMMUNICATIONS**

All communications should be addressed to:  
Regional Director (I/c)  
Sports Authority of India (SAI)  
Sector 15, Gandhinagar  
Gujarat-382016

### **SECTION III: TERMS OF REFERENCE (TOR)**

#### **15. SCOPE OF CONTRACT**

- 15.1. The facility has a world class infrastructure for the development and growth of swimming at Gandhinagar. The details about the facility are given in Clause 13 of RFP (Project Background).
- 15.2. The facility should solely be used for training and other related activities in the sports discipline to which the Field of Play (FOP) pertains to. There shall be no other sports discipline being trained/coached.
- 15.3. A consolidated Quarterly Fixed Fee will be guaranteed by the bidder (s) for Operating and Maintaining the facility. The Quarterly fixed fee shall be the amount as quoted by the bidder in their price bid at the time of submission of bid.
- 15.4. The bidder is free to operate the facility preferably between these hours (5:00AM to 11:00PM) as per its coaching schedule at his/her own convenience. The Bidder may also conduct Camps, events, competitions and any other activity related to tendered sports in adherence with the provisions of government from time to time.
- 15.5. SAI may require the facilities during the tenure of the agreement (for a maximum period of 15 days per year), for organizing any event or for any other purposes and selected bidder shall provide the same upon request of SAI. SAI will give a prior notice of 15 Days for the same, however the Selected bidder shall provide the same even on a notice of few days.
- 15.6. The broad scope of project shall include but not limited to:
  - i. It shall be mandatory for the Successful Bidder to maintain ethical code, professional conduct and impart the same to the users by training and teamwork.
  - ii. The Successful Bidder shall maintain an attendance log.
  - iii. 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.
  - iv. The Successful Bidder shall compensate SAI for any damage or loss caused by Successful bidder or its staff or user to the whole premises (during the allotted time of coaching) if found in such properties. The compensation will be according to the replacement value as decided by SAI. In any case if he fails to pay the amount, the same will be recovered from his Security Deposit/Bank Guarantee or the firm has to pay for it separately.
  - v. Identity cards will be issued by Successful Bidder bearing the signatures of the authorised officer from SAI. Only the personnel of the selected bidder holding the identity card will be allowed in the Facility.

- vi. Responsibilities of the selected bidder or its employees or Coaches:
    - a. To be present at the assigned FOP.
    - b. To make sure that essential equipment, are in place at the facility. Make sure that there is no obstacle or hazard at the assigned FOP.
    - c. To ensure that users understand the use of training equipment. and make them aware of the potential accidents that may occur from use of equipment.
    - d. To ensure basic safety and security and a first aid box should be located at close proximity of the activity area where it is accessible to all.
  - vii. Adequate no. of CCTV Surveillances cameras along with DVR (Digital Video recorder) shall be provided by the Selected Bidder which covers entire property with full backup of at least 30 days of recording. The bidder is allowed to take the same at the end of Contract period without damaging the premises.
  - viii. The Selected Bidder shall have right to put hoardings, advertisements inside the allotted area only and may install LCD, Video Screen etc. inside allotted area for promotional activities preferably sports related activities. However, no commercial hoardings, advertisement, promotional activities etc., is permitted. In addition, Display of alcoholic items, tobacco and other prohibited items are strictly prohibited.
  - ix. The Selected Bidder shall have no right to put up signages/boards anywhere outside the allocated area in the premises of SAI.
- 15.7. The Selected Bidder shall be given rights to decide the fee payable of the sports activities on the basis of the participants/end users on peak hours and Non-peak hours during the entire duration of the contract period.
- 15.8. The cost towards development / improvements / repairs/ installations / modifications etc. for the Project shall be borne by the Selected Bidder. No reimbursement shall be done by the Authority during or after expiry of Contract Period for the investments made by the Selected Bidder during the Contract Period
- 15.9. The Selected bidder will be responsible for all requisite approvals, license, and permissions etc. to operate and maintain the property. SAI will provide in a timely manner all such approvals, permissions and authorizations which the selected bidder may require or is obliged to seek from in connection with execution of the work and the performance of the bidder obligations.
- 15.10. SAI shall have the right to inspect the premises as and when required or felt necessary.
- 15.11. The Selected Bidder shall not encumber the Project site under consideration by way of pledge, hypothecation, mortgage, charge, lien, sub-lease, leave and sub-license or in any other manner. The Selected Bidder shall not sub-license whole of its rights and obligations in relation to the project to any party.

- 15.12. The Selected Bidder shall not raise any kind of finance or funding on the name of the property under any conditions whatsoever. The Selected Bidder will only be allowed to use the property on 'Right-to-use' basis.
- 15.13. The Selected Bidder has to confine his activities only within the specified area handed over to them.
- 15.14. The Selected Bidder must employ adult and skilled manpower only and must not employ child labor. The Selected Bidder shall engage only such workers, whose antecedents and character have been thoroughly verified and other formalities have been completed. The Selected Bidder shall be responsible to obtain all requisite approvals & permissions from the concerned authorities as may be necessary or required under various acts & laws applicable to such establishments. Selected Bidder shall follow the minimum wages act.
- 15.15. It is to be noted that the selected bidder shall be responsible for cleaning and maintaining of the assigned facility. The Selected Bidder shall clean the assigned premises regularly/all time in order to impart coaching in perfect hygienic condition. The Selected Bidder shall undertake clearing of any choking in the drainages, manholes, etc., removal of beehives and cobwebs from the property and its premises, cleaning and sweeping of roof tops with brooms / mechanized sweeping, cleaning of signage. All dust bins shall be properly cleaned from inside and outside and should be emptied at the end of the day on regular basis at the designated place as informed by SAI. The Selected Bidder shall ensure collection, screening and segregation of dry and wet garbage area. The Selected Bidder shall also ensure the segregation as per prescribed norms. Appropriate disposal at the designated place as informed by SAI shall be the responsibility of the Selected Bidder. Selected Bidder shall in no way harm the environment of the place
- 15.16. The Selected Bidder shall be responsible for any breakdown/shutdown of existing sports facilities available in the property and shall rectify the error on immediate basis with minimum time frame. Any delay on the above will be considered as breach of contract obligations and may lead to the termination of Contract Agreement.
- 15.17. The services, to be provided for the project by the Selected Bidder shall be in lines with the services that are generally provided in project of similar nature with best trade practices.
- 15.18. Authority may nominate representative/s of SAI or institution nominated by SAI. The representative reserves the right to verify and perform quality checking to ensure that the end deliverables provided by the Selected Bidder are as per the prescribed norms/ terms and conditions of the tender.
- 15.19. The successful bidder should maintain detailed profiles (CVs) of all Coaches & Head/Assistant Coach(es) along with passport size photographs, identity proof, phone numbers, cell phone numbers and residential address along with PAN Card and Aadhar Card.

15.20. Before assigning any replacement to any Coach, Successful bidder shall provide their details to SAI and any other information about the candidate that is reasonably required by SAI.

**16. QUARTERLY FEE**

16.1. A consolidated Quarterly Fixed Fee will be guaranteed by the bidder (s) for the Facility.

16.2. The Bidder shall mention a Quarterly Fixed Fee (Bid Variable) in the BOQ form (uploaded on CPP portal). The bidder shall quote above the Quarterly fixed fee of Rs 84,000.00 (Rs Eighty-Four Thousand). Financial bids of Technically qualified bidders quoting below the Quarterly fixed fee of Rs 84,000.00 (Rs Eighty-Four Thousand) will be summarily rejected.

16.3. The quarterly Fee (exclusive of all taxes) for the Facility shall be paid by the bidder to SAI and the same shall be charged as per the quarterly Fee quoted by the bidder exclusive of all taxes and duties. The Fee shall be charged in advance on quarterly basis. The applicable Goods & Service Tax (GST) shall also be payable extra as applicable from time to time, along with the quarterly Fee. The advance amount of Quarterly Fee for subsequent quarters shall be payable by the last working day of previous running quarter.

16.4. The Quarterly Fee shall be paid to SAI on quarterly basis in advance to SAI by the last working day of the previous running quarter. This has also been illustrated below for better understanding of Operator –

- The billing quarter - 1st April - 30th June
- Period for the issue of invoice - 1st March - 15th March
- Last date of payment of dues to SAI- 31st March

16.5. The Operator shall however preferably pay the advance quarterly Fee to SAI by E-mode i.e. RTGS/ NEFT for credit of the designated account of SAI after obtaining prior approval and complying with the procedures of SAI. The Quarterly Fee can also be paid by Demand Draft/ Pay Order in favour of Regional Director (I/c), Sports Authority of India, payable Gandhinagar & issued by a scheduled commercial bank or any other method as acceptable by SAI.

16.6. The charging of Quarterly Fee shall commence immediately w.e.f. the date of signing contract agreement or as communicated by SAI at the time of award.

16.7. If the Operator fails to pay or partly pay the quarterly Fee and other dues required to be paid as per terms and condition of the Agreement by the due date, a 7 (Seven) days cure notice shall be issued to pay the outstanding fee and other dues along with an interest of 12% (Twelve percent) per annum on the amount of quarterly Fee and other dues remaining outstanding after the due date and falling in arrears. Interest shall continue to be accrued on monthly compounding basis

until all the payable amount of quarterly Fee and other dues are finally paid and squared up. Such interest shall be charged on outstanding dues for the actual number of day(s) of delay in payment.

- 16.8. In the event of the Operator failing to deposit the outstanding quarterly Fee and other dues within the 7 (Seven) days' cure notice, SAI shall issue a termination notice to make payment of outstanding Fee and other dues within next 24 (twenty-four) hours.
- 16.9. In the event of Operator failing to deposit the dues within the allocated 24 (twenty-four) hours from the date of issue of termination notice, it shall constitute material breach of the Agreement and Operator's event of default under this Agreement and shall entitle SAI to terminate the Agreement with immediate effect and forfeit any advance fee paid along with the Security Deposit after adjustment of any dues payable to SAI. The payments may not be allowed to remain outstanding for a period of more than 7 days. If at any stage, the dues remain outstanding for a period of more than 7 days, SAI at its sole discretion may terminate the Agreement without giving any notice to the Operator and Interest Free Security Deposit may be forfeited as per the provision of the Agreement and SAI at its sole discretion reserves the right to debar/blacklist the Bidder from bidding for SAI /SAI RFPs in future for a period of at least one year.
- 16.10. The successful bidder agrees voluntarily and unequivocally to make all payments to SAI as may be due before the due date, without waiting for any formal advice from SAI. In the events of non-receipt of any invoice, the Operator agrees to collect the same from the office of authorized representative of SAI. Further, at any time during the contract, if the dues remain outstanding for a period of 30 days, the contract stands terminated by SAI on the 30<sup>th</sup> day from the scheduled payment date without any notice.
- 16.11. The account shall be reconciled by SAI on annual basis.
- 16.12. Along with quarterly Fee, the Operator shall also pay other dues such as electricity consumption charges, water consumption charges etc. as applicable.
- 16.13. All other statutory taxes, statutory dues, local levies, third party dues (i.e. electricity, water consumption charges etc.) as applicable shall be charged extra and shall have to be remitted along with the quarterly Fee for onward remittance to the Government. The Operator shall indemnify SAI from any claims that may arise from the statutory authorities in connection with this RFP/ Agreement. Any change in tax structure as per Government guidelines will also be applicable.
- 16.14. The Quarterly fixed fee will be increased annually by 5% during the contract/ agreement period.

## **17. OBLIGATIONS OF THE SELECTED BIDDER**

- 17.1. Any incident of misbehavior or misconduct from the deployed workforce of the Successful Bidder towards the public shall be liable for appropriate punitive



action. In case of repetition of similar fault, SAI may decide to terminate the contract, forfeit the Security Deposit, and blacklist the Successful Bidder.

- 17.2. The selected bidder shall be allowed to do marketing and branding the form of temporary promotional banners/flex/standees in and around the facility at maximum two places. However, the branding/marketing activities should not reflect/portray the selected bidder as having joint venture or partnership of any sort with SAI.
- 17.3. The responsibilities of watch and ward at the facility shall rest with the Successful Bidder. Overall security of the premise will be done by SAI. However, SAI will not be responsible for loss/theft of any equipment/belongings of Coach/Agency or Members of the management operator.
- 17.4. The selected bidder shall follow all the rules and regulation laid down by the SAI and Government, including but not limited to hiring of staff, deployment of equipment, security and safety of allocated area.
- 17.5. Conducting sporting events in the playing area/field in addition to regular coaching and special coaching camps, especially during summer vacations for students can also be organized.
- 17.6. In case repair of Swimming Pool along with the facilities such as Steam and Sauna bath, Shower Area (Men & Women), Change Room cum Wash Room (Men & Women), Lane Ropes, Lawn Area, Filtration Plant, Balancing Tank, Water Supply Pumps, Electrical fittings like Motors, lights etc., Suction Sweeper Machine, LT Panel, Plumbing, Underground Pipes & Cables etc. by the bidder, then the facilities are to be handed over to SAI.
- 17.7. Ensure complete safety of users as per statutory guidelines:
  - i. The Bidder shall be responsible for the safety of users within the designated playing area/field/court, especially females, against any harassment or misconduct, sexual harassment. Any such incident will be dealt with severity and SAI shall be bound to take legal action against the Bidder and the responsible person.
  - ii. Handle discipline situations with courtesy and fairness.
  - iii. Respond quickly, intelligently, decisively and in accordance with established emergency and accident management procedures.
  - iv. The Successful bidder shall ensure to take all necessary measures for protection against child abuse and must follow the guideline of POCSO (Protection of Children from Sexual Offences) Act, 2012.
  - v. The Successful bidder will not allow any prohibited drug or substance by any trainee or trainer under any circumstances in the premises.
  - vi. The Successful bidder must ensure that there is no discrimination against any trainee or trainer on the basis on caste, religion, race or sex.
- 17.8. The successful bidder will be responsible for facilitating registration, fee collection from players/trainees.

- 17.9. The successful bidder shall not be allowed to do any commercial activity in the tendered area. For any other non-commercial activity other than training of athletes, the successful bidder shall do so in adherence with the provisions of government from time to time and with the permission of SAI. The successful bidder must give a prior notice of 7 Days for the same. Further, SAI reserves the right to accept or reject the permission for conducting the activity.
- 17.10. In case of any event conducted by the selected bidder, the same shall be done under the intimation to SAI. Further, the Selected bidder shall ensure deployment of sufficient staffs to manage the events and ensure the security and safety of entire campus including the Facility.
- 17.11. The events shall be organized in such a way that it shall not impact/ deteriorate the normal functioning of SAI in and around the facility.

## **18. OBLIGATIONS OF SAI**

- 18.1. SAI will provide the facility as per defined time slots under clause 15.3.
- 18.2. Parking: Parking space is available for 5 Vehicle only .
- 18.3. SAI will place any signages and directional boards in SAI premises, if required by the bidder.

## **19. OTHER MISCELLANEOUS WORK**

- 19.1. In case of any accident/ mishappening/ tribulation/ hardship/ calamity at the facility during the time allocated to the selected bidder, pertaining to any equipment or other facility, The bidder will be SOLELY responsible and shall keep SAI fully indemnified in this regard. SAI will not be responsible for any such accident/ mishappening/ tribulation/ hardship/ calamity, whatsoever.

### **19.2. List of Prohibited Activities**

The Selected Bidder shall not undertake following activities on the Project Site:

- a) Any activities resulting air and noise pollution to sports complex area.
- b) Any activities creating breach of terms and conditions set out in RFP and Contract Agreement.
- c) Any Activities of hazardous nature to environment and the Sports complex.
- d) Any other Un lawful activities.
- e) Sale/use/possession of tobacco and tobacco products.
- f) Activities involving pets and animals.
- g) Any activity including for baiting or any manner of gambling.
- h) Alcoholic Drinks and prohibited items of any manner are strictly prohibited.

## **20. TIMELINE AND DELIVERABLES**

- 20.1. The engagement shall be for 03 Years (Three Years) from date of signing of Agreement. However, the agreement can be terminated before the end of tenure in case of non-compliance with the terms and conditions of the contract.
- 20.2. The selected bidder will be given a maximum of 15 days to sign the contract/ agreement from the date of award of work. However, the selected bidder will be liable to start paying SAI (in the form of Quarterly fee) from the day of signing of contract/ agreement.
- 20.3. If the Bidder is not able to comply with the scheduled timeline, it will be liable for a penalty as mentioned at Clause.23.
- 20.4. Details of employee appointed by successful bidder are to be shared with SAI.

## **21. OTHER TERMS AND CONDITIONS OF THE BID**

- 21.1. All information/ details submitted to SAI shall be supported by documentary proof duly certified by the authorized signatory of the Bidder.
- 21.2. The selected bidder shall not, without the prior approval of SAI, incur any liability on behalf of SAI, pledge the credit of SAI or make any representation or give any warranty on behalf of SAI.
- 21.3. The mere submission of Bids in response to this RFP by an Bidder , or the rejection thereof by SAI, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against SAI and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein or in respect of any act or omission or decision taken by SAI.
- 21.4. The Bidder must strictly comply with all terms and conditions herein. SAI reserves the right to call upon any or all the Bidder's to satisfy SAI regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder's at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, SAI may call upon any or all the Bidders to make a presentation to SAI in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses or otherwise neglects to make such presentation to SAI shall not be considered for any further evaluation and shall stand immediately disqualified.

## **22. GOVERNING LAW AND JURISDICTION:**

- 22.1. The RFP and the relationship between the Bidder and SAI shall be interpreted in accordance with the laws of India. The Courts of New Delhi shall have exclusive

jurisdiction to adjudicate over any dispute(s) arising in relation to the RFP and/or the relationship between the Bidder and SAI.

- 22.2. It will be the responsibility of each bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. SAI shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made after the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to appraise itself of any legal or local operational conditions/factors. SAI may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach or Successful has misrepresented or provided false information at any time or becomes bankrupt or otherwise insolvent, and/or SAI is not satisfied with the work of the Bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SAI. However, in the event SAI, wishes to terminate for convenience, it shall serve a Notice within a period of 30 days to the Bidder, without any cost and/or liability.

### **23. PENALTY**

- 23.1. In case the Successful Bidder fails to commence/execute the allocated activities as stipulated in the RFP or unsatisfactory performance or does not meet the statutory requirements of the contract, SAI reserves the right to impose the penalty at 0.5% of consolidated committed Quarterly fee per day (for a maximum period of 15 days) and shall recover the same from the Quarterly fee of the agency/service provider.
- 23.2. If delay continues beyond 15 days, what is stipulated in Clause 2.1, SAI reserves the right to:
- i. Cancel/Terminate the contract forfeiting the EMD and/or Security Deposit besides other rights and remedies as may be available to SAI.
  - ii. The Successful Bidder shall be debarred from participating in such type of tender in future and his Security Deposit may also be forfeited/ invoked, if so warranted.
- 23.3. No Penalty will be imposed for delay attributable to SAI or reasons which fall within the definition of Force Majeure as per Clause 34 of this RFP.
- 23.4. SAI will intimate the successful bidder regarding the submission of amount against penalty within 15 days of the occurrence of the event. The Selected bidder shall be liable to pay such penalty within seven working days upon receipt of demand note failure to which may lead to initiation of forfeiture of Security Deposit or proceeding for initiation of termination proceeding and takeover of property without any further notice.
- 23.5. For delay in service deliverables reasons not pertaining to selected Bidder, SAI shall take decision on extension of such timelines and levy of penalty. However,

in the event SAI considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.

- 23.6. In case the successful bidder fails to enter into contract/fails to submit the security deposit/ fails to make timely payment of quarterly Fee or any other activity leading to the termination of the contract, SAI reserves the right to debar/Blacklist the bidder and deny the participation of the bidder for a period of 01year in the subsequent tenders floated by SAI.

## SECTION IV: QUALIFICATION AND SELECTION CRITERIA

### 24. ELIGIBILITY CRITERIA: TO BE ELIGIBLE FOR OPENING OF FINANCIAL BID, THE BIDDER MUST MEET THE ELIGIBILITY CRITERIA AS SPECIFIED BELOW

#### A. If the bidder is Company

S. No	Eligibility Conditions	Documentary proof to be submitted
<b>1</b>	<b>Legal Entity</b>	
I	The Bidder must be a company registered under the Companies Act, 2013/1956 or registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under the LLP Act 2008, or Society/Trust registered under societies Act 1960, or sole proprietorship.	The Bidder must submit Proof of Registration of the legal entity (Certificate of Incorporation/Registration, PAN Card, GSTIN, Udyog Aadhar, etc.)
ii	The Bidder should be in existence for at least 3 years before Proposal submission due date	The Bidder must submit Documentary Proof of Registration of the legal entity (Certificate of Incorporation)
iii	The Bidder should not be banned or blacklisted by any government organization / Govt. financial institution / court / PSU / Central Government / State Government as on the Bid Due Date.	Undertaking signed by the authorized signatory that the Bidder has not been debarred not be banned or blacklisted by any government organization / Govt. financial institution / Court / PSU / Central Government / State Government as on the Bid due date.
<b>2</b>	<b>Financial Criteria</b>	
I	The Bidder should have a Minimum Average Annual Turnover of INR 2,16,000.00 in last three financial years ending on 31st March 2024 [Last Financial Year]	Self-attested copy of audited financial statements for 3 financial years duly authenticated by CA i.e. FY-2021-22, 2022-23, 2023-24.
ii	Net worth: Bidder should have a positive net worth as on (31st March 2024 and the net worth should not have eroded by more than 30% in the last three years as on (31st March 2024)	Self-attested copy of audited financial statements for 3 financial years duly authenticated by CA i.e. FY-2021-22, 2022-23, 2023-24.
3	The Bidder should have experience in Operation and Management of	Furnish Copy of Work order and

	Community Sports Services / Public spaces (Sports Clubs / Recreation Clubs/Hotels/ Auditorium / Convention Centers / Business Centre/Large Gymnasiums) for a minimum period of 1 year during the last 7 years	completion certificate or in operation as on the bid submission date
4	The Bidder should provide valid PAN & GSTIN	Submit copy of PAN and GSTIN certificates
5	DECLARATION As per GFR Clause 144 (xi) added vide Department of Expenditure order dated 23.07.2020: Any Bidder from a country which shares a land border with India will be eligible to bid in this Tender only if the Bidder is registered with the competent authority. All terms as mentioned in the Department of Expenditure order dated 23.07.2020 will be applicable.	Declaration as per New GFR Clause, 144 (xi) 'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.
6	<p>Bidder should be Class I Local Supplier or Class II Local Supplier will be eligible to bid in this IFB. (As per 3 (b) of DPIIT order dated 16.09.2020).</p> <p>Class I Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%</p> <p>&amp;</p> <p>Class II Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content more than 20% but less than 50%.</p> <p>As per 9 (a) of the above order, Bidders are required to submit a declaration indicating percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be.</p>	Bidders are required to submit a declaration indicating percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be.
7	FIT and Proper Person	Bidder should be Fit and Proper person as per the criteria defined in this RFP document.

**Conditions for Fit and Proper Person:**

For the purpose of determining whether a Bidder is a 'Fit and Proper Person', SAI may take the indicative criteria mentioned below:

- a. Financial integrity of the Bidder.
- b. Ability of the Bidder to undertake all obligations set out under this RFP.
- c. Absence of convictions or civil liabilities against the Bidder.
- d. Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment is still existing.
- e. Absence of any disqualification as specified below:
  - Conviction of the Bidder or any of its respective directors, partners, executives, or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud or any offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code, or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
  - Admission of an application for winding up or liquidation under the Insolvency and Bankruptcy Code, 2016 (IBC) or any Applicable Laws against the Bidder or any of its or their respective directors and partners.
  - Any action or proceeding being initiated under the Insolvency and Bankruptcy Laws under the Applicable Law, including but not limited to declaration of Insolvency or Bankruptcy, disqualification or de-recognition by any professional body being initiated against the Bidder.
  - Current or previous banning of the Bidder or its respective directors, partners, executives, or key managerial personnel by the governing body of any sport from involvement in the administration of or any form of participation in such sport, for any reason.
  - Default by The Bidder or any of its or their respective directors, partners, executives, or key managerial personnel of any of its obligations to a financial institution or has defaulted on any of its obligations to a financial institution in the last 3 (three) financial years.
  - The Bidder should not have been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.

**B. If the Bidder is Individual (Coach/International Athlete)**



***If the Bid is submitted by an individual who is Dhyan Chand Khel Ratna Awardee/Arjuna Awardee/Dronacharya Awardees (For Any Sports)/Athlete represented India at International level/have produced International/ National Medal Winner(s) Or Internation/National/State player(s), they will be given exemption for Eligibility Criteria i.e., the bids submitted by them will straightway qualify for opening of Financial Bid”.***

However, the Individual shall be a legal entity (as on the date of submission of bid), which may be:

- A Proprietorship; or
- A Company, incorporated under Companies Act, 2013 or 1956, amended till date; or
- A Limited Liability Partnership Firm, incorporated under Limited Liability Partnerships Act, 2008; or
- A Partnership Firm registered under Partnership Act, 1932.

*Documentary evidence in respect to valid registration certificate needs to be submitted by them along with a copy of valid PAN and GSTIN Registration Certificates.*

Note: The Bidder, shall submit the details, experience by them to be considered for eligibility. The offers submitted without this documentary proof shall not be evaluated.

Note: If bidder submits any incorrect detail/documents and same is found out by SAI at later stage, punitive action may be taken by SAI including termination of contract and debarment from future tenders

**Bid(s) of the Bidder(s), who does/do not meet the required Eligibility/ Qualification Criteria mentioned in this RFP shall be treated as non-responsive and their bid will not be considered further.**

#### **C. If the Bidder is Federation:**

**Bids from the National Sports Federations recognized by the MYAS, their associated State and District Units are to be given exemption for Eligibility Criteria i.e., the bids submitted by them will straightway qualify for opening of Financial Bid”. However, documentary evidence in respect to valid recognition certificate needs to be submitted by them along with a copy of valid PAN and GSTIN Registration Certificates.**

## **25 FINANCIAL BID EVALUATION**

**25.1 The technically responsive Bidder meeting the above Eligibility Criteria will only be shortlisted for opening and evaluation of Financial Bid**

25.2 For financial evaluation, the Quarterly Fixed Fee (Bid Variable) indicated in the Financial Proposal, will be considered. The committed amount should be excluding taxes. Taxes have to be charged separately.

25.3 SAI will determine whether the Financial Proposals are complete, and unconditional. The cost, quoted as minimum Quarterly fee, indicated in the Financial Proposal shall be deemed as final. **The bidder quoting highest Quarterly rental fee (H1) would be the selected bidder.** Further, the minimum Quarterly fee has been fixed at INR 84,000.00 per quarter, Accordingly, Bid of Bidder quoting below the quarterly fixed fee will be summarily rejected

25.4 In case, the financial offers/bids of 2 (two) or more Bidders are equal for Facility and the same is H1, then the following methodology shall be adopted for award of contract:

i. In Case of tie between the bidders who has submitted their bid as Individual, Federation and Company, then the contract shall be awarded in the following manner:

S. No.	Description	Priority of Award
1	In case of tie between Agency and Individual	Individual will be awarded the Contract
2	In case of tie between Agency and Federation	Federation will be awarded the Contract
3	In case of tie between Federation and Individual	Federation will be awarded the Contract
4	In case of tie between Agency, Federation and Individual	Federation will be awarded the Contract

ii. In Case of tie between the bidders who has submitted their bids as Company, then Bidder having highest average annual turnover for the last three financial years shall be considered as Successful Bidder for the Facility.

iii. In Case of tie between the bidders who has submitted their bids as individual (Coach/International athlete), then the priority will be given as per the procedure below:

- Khel Ratna Awardee (Coach followed by Athlete)
- Dronacharya Awardee (Coach)
- Arjuna Awardee (Coach followed by Athlete)
- Dhyanchand Awardee (Coach followed by Athlete)
- International Medals (Coach who has produced these medal winner, followed by athlete)
- National Medals (Coach who has produced these medals)
- National/State Participation (Coach who has produced these participation)

Note: The bidder (Coach/ International athletes) shall submit documentary evidence in support of the above.

## **26 SELECTION OF THE BIDDER**

- 26.1 The Bids will be evaluated based on the methodology as detailed in Clause 24 and 25 above.
- 26.2 In case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, SAI reserves the right to waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI.

## **27 DECLARATION OF SUCCESSFUL BIDDER**

- 27.1 Prior to the expiry of the validity period for the Bid, SAI shall notify the successful Bidder in writing by Notification of Award that its Bid has been accepted. SAI will also send to the successful Bidder, a draft of the Agreement, along with the afore-mentioned notification.
- 27.2 In Case the successful bidder is the bidder who has submitted the bid as Company, then the successful bidder at the time of execution of contract must hire a coach who is Dhyan Chand Khel Ratna Awardee/Arjuna Awardee/Dronacharya Awardees (For Any Sports)/International player/National Medal Winner Or National/State player. Details of the same must be submitted to SAI.
- 27.3 The failure of SAI and the successful Bidder to agree to the terms and conditions of the Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, may call for fresh proposals.

## **28 SECURITY DEPOSIT**

- 28.1** In order to ensure the due performance of the awarded contract, the Successful Bidder shall, before entering into the Agreement with SAI, furnish an irrevocable bank guarantee within fifteen (15) days from the issuance of Notification of Award (NoA) for an amount of equal to the quoted Quarterly Fee as a Security Deposit. In case of delay, a penalty of 0.5% of Quarterly fee per day shall be imposed. In case delay period goes beyond 15 days, the engagement stands terminated by SAI and the Bidder may be debarred from bidding for SAI /SAI RFPs in future for a period of at least one year
- 28.2 The Security Deposit in the form of Bank Guarantee or other valid formats like Fixed Deposit/ NEFT Transfer shall be drawn from any Scheduled Bank drawn in the favour of below account details, payable at **Gandhinagar** and is to be deposited in the office at Sports Authority of India, Sector 15 Gandhinagar and/or intimated to the office through mail.

Sports Authority of India

Regional Director (I/c), Sports Authority of India Gandhinagar Account No-2381101006418

IFSC CODE: - CNRB0002381

The format for Security Deposit to be submitted in the form of Bank Guarantee is attached at Form 6.

- 28.3 The Security Deposit shall be valid, at all times, for a period of 180 (one hundred and eighty) days beyond the date of expiry of all contractual obligations under the Contract. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by SAI. It may require revalidation from time to time as the case may be.
- 28.4 All incidental charges whatsoever such as premium and commission with respect to the Security Deposit shall be borne by the Successful Bidder. No interest will be payable on the Performance Security by SAI
- 28.5 The performance security will be encashed by the authority/SAI in case of non-payment of Quarterly rental fee or any other dues payable to the authority or upon termination of the Contract agreement due to any default by the Selected Bidder. Upon such encashment and appropriation, the Selected Bidder shall except in the event of termination of the Contract agreement, within 7 (seven) days thereof, replenish the performance security to its original level or provide a fresh performance security as the case may be, failing which the authority shall have the right to terminate this agreement with immediate effect.
- 28.6 In the event of any failure/any breach or violation on the part of the Successful Bidder, which is not cured within reasonable time from receiving a written Notice of such failure from SAI, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Security Deposit by SAI.

## **29 SIGNING OF CONTRACT**

At the same time as the Authority notifies the successful Bidder that its Bid has been accepted, the successful Bidder shall have to sign the contract/ agreement with relevant document as mentioned in this Document, within maximum 15 days from the date of notification of Award. The agreement draft along with other related terms and conditions will be same as furnished in this Bid. Any refusal will not be allowed. In case of delay, a penalty of 0.5% of Quarterly fee per day shall be imposed. In case delay period goes beyond 15 days, the engagement may be terminated by SAI and the Bidder may be debarred from bidding for SAI /SAI RFPs in future for a period of at least one year.

## **SECTION V: GENERAL TERMS AND CONDITIONS OF CONTRACT**

### **30 GENERAL PROVISION**

- 30.1 Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services / supplies to SAI, shall invite all or any actions / sanctions, as the case maybe. The decision of SAI arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any Bidder to put pressure of any kind, may disqualify the Bidder for the present RFP and the Bidder may also be liable to be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 30.2 SAI reserves the right to modify and amend any of the stipulated condition/criterion given in this RFP, depending upon project priorities vis-à-vis urgent commitments.
- 30.3 SAI also reserves the right to accept/reject a bid, to cancel/abort RFP process and/or reject all bids at any time prior to award of work without thereby incurring any liability to the affected agencies on the grounds of such action taken by SAI.
- 30.4 SAI may not award any work to the any Bidder at its own discretion without assigning any reason thereof.
- 30.5 Any default by the Bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 30.6 The decision of SAI arrived during the various stages of the evaluation of the bids will be final & binding on all Bidders. Any representation towards these shall not be entertained by SAI. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned Bidder.
- 30.7 In case the Bidder is found in-breach of any condition(s) of RFP at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- 30.8 Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on SAI.
- 30.9 Bidders are requested to share information which is true and based some tangible proofs.
- 30.10 The Bidder shall not be permitted to subcontract it's obligations under the Contract with SAI. However, scope of work related to auxiliary supply and services may be sub-contracted after seeking prior approval of SAI.

**31 HANDBOVER AFTER COMPLETION/TERMINATION OF CONTRACT**

After completion/Termination of the Contract, Selected Bidder will handover the facility to SAI in the same or better condition in which it was handed over to the Bidder by SAI. SAI understands that normal wear and tear may occur in the facility considering its lifespan. However, if in the opinion of SAI, the condition of the FOP has deteriorated beyond the normal wear and tear, SAI reserves the right to claim compensation from the successful bidder an amount equivalent to the damage incurred on the Facility.

**32 REPRESENTATIONS AND WARRANTIES**

32.1 SAI, along with its employees, representatives, advisers, makes no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

**33 INDEMNIFICATIONS AND LIABILITIES**

33.1 The Bidder shall fully indemnify, hold harmless and defend SAI and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third-party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to:

- i. Any breach of any representation or warranty of the Bidder contained in the RFP,
- ii. Any breach or violation of any covenant or other obligation or duty of the Bidder under this RFP. SAI accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

33.2 The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. For any infringement of Intellectual Property Rights (IPR) while providing its services under the Project.

33.3 The Successful Bidder shall at all times indemnify and keep indemnified SAI against any claims in respect of any damages or compensation payable in consequences of any accident, demise, or injury sustained or suffered by its (the Successful Bidder's) employees or agents or by any other third Party resulting

from or by any action, omission or operation conducted by or on behalf of the Successful Bidder/Service provider.

33.4 The Successful Bidder shall at all times indemnify and keep indemnified SAI against and any claims by Employees in respect of wages, salaries, remuneration, compensation or the like.

33.5 All claims regarding indemnity shall survive the termination or expiry of the Contract.

#### **34 TERMINATION**

34.1 Either Party may terminate this Agreement by serving prior written Notice of thirty (30) days to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

34.2 By SAI

SAI may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) to (v) of this Clause 34.2. In such an occurrence SAI shall give a not less than thirty (30) days' written Notice of termination to the Successful Bidder/service provider. The selected bidder will have no right to claim any compensation.

- i. If the selected bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as SAI may have subsequently approved in writing.
- ii. If the Selected bidder, in the judgment of SAI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- iii. If, as the result of Force Majeure, the selected bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- iv. If SAI, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- v. If the selected bidder fails to comply with any final decision reached as a result of arbitration proceedings.

34.3 By selected bidder

The selected bidder may terminate this Contract, by not less than sixty (60) days' written notice to SAI, such notice to be given after the occurrence of any of the events specified in paragraphs (i) to (iv) of this Clause 34.3.

- i. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- ii. If SAI fails to comply with any final decision reached as a result of Arbitration proceedings.
- iii. If SAI has unlawfully repudiated the agreement or otherwise expressed its intention not to be bound by this Contract agreement / RFP.

- iv. If the selected bidder, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. In such an occurrence the selected bidder shall give a not less than sixty (60) days written Notice of termination to SAI.

### **35 FORCE MAJEURE**

35.1 For purposes of this Clause, 'Force Majeure' means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions, lockdowns and freight embargoes. The Successful Bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.

35.2 If a Force Majeure situation arises, the Successful Bidder shall promptly notify SAI in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by SAI in writing, the Successful Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

35.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, SAI may at its option terminate the contract without any financial repercussion on either side.

35.4 In case due to a Force Majeure event, SAI is unable to fulfill its contractual commitment and responsibility, SAI will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

#### **35.5 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, and timely intimation by the firm as mentioned in clause 35.2, the Authority shall assess the situation and then decide the application of Force Majeure. Once the duration is defined under the Force Majeure Category/ situation no payments are expected to be made by the selected bidder.

Further, if the assessment indicates applicability of Force Majeure, SAI shall not be liable in any manner whatsoever to the Bidder in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

### **36 DISPUTE RESOLUTION MECHANISM**



- 36.1 Any dispute, difference or controversy of whatsoever nature, arising out of or in relation to this RFP (including its interpretation) between the Bidder and SAI, and so notified in writing by either party to the other party, shall, in the first instance, be attempted to be resolved amicably in accordance with the mediation procedure set forth in Clause 36.2.
- 36.2 **Mediation:** If any claim, disputes or differences of any kind whatsoever shall arise between the Successful Bidders and SAI hereto in connection with or arising out of this RFP including interpretation of its terms, the Successful Bidders and SAI hereto shall in good faith negotiate with a view to arrive at an amicable resolution and settlement in compliance with Mediation Act, 2023. However, if the disputes are not resolved by the discussions within a period of fifteen (15) days from the date of disputes/differences, then the same shall be settled by binding arbitration.
- 36.3 **Arbitration:** If any difference or disputes arises under this RFP and/or the Agreement, as the case may be, which cannot otherwise be amicable resolved between the parties through Mediation, then such dispute shall be settled by way of arbitration and either Party shall be entitled to refer the dispute to Arbitration under Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof in force. The Arbitration shall be conducted before Arbitral Tribunal comprising of a sole arbitrator to be appointed with the mutual consent of the Parties or appointed by Hon'ble High Court of Delhi while deciding an application under Section 11 of the Act. The arbitration proceedings shall be conducted as per Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.
- 36.4 The venue for arbitration shall be India International Arbitration Center, New Delhi in accordance with the D.O. No. A-60011/50/2023-ADR dated 05.04.2024 and the courts of New Delhi shall be vested with exclusive jurisdiction and the seat/venue of arbitration shall be at New Delhi and the language of arbitration proceedings and that of all documents and communications between the parties shall be English.
- 36.5 The arbitration award shall be final, and the judgment thereupon may be entered in the courts of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- 36.6 Each party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrator shall be shared equally by both the parties unless the award otherwise provides. It is further agreed between the parties hereto that such arbitration proceedings shall be completed within a period of eight (8) calendar months from the date of reference.

- 36.7 The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of Arbitration proceedings.
- 36.8 SAI shall have the right to bring an action seeking injunctive or other equitable relief before the courts at New Delhi, India if it reasonably believes that damages may not be an adequate remedy for any breach by the Bidder and/or Operator.

### **37 APPLICABLE LAW**

This RFP shall be governed by and construed in accordance with the laws of India. Subject to the Clause 36.4, the courts of New Delhi, India shall have the exclusive jurisdiction over all matters arising pursuant to this RFP.

### **38 CORRUPT OR FRAUDULENT PRACTICES**

- 38.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 38.2 It is required by all concerned namely the Bidders /Successful Bidder etc. to observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, SAI:
- i. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices or undesirable practice or restrictive practice in competing for the contract in question;
  - ii. Will declare the agency/coach ineligible or debar/blacklist, either indefinitely or for a stated period of time, to be awarded a contract by SAI if it at any time determines that the agency/coach has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.
  - iii. For the purpose of this clause (i) the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “**corrupt practice**” means (I) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions 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 SAI who is or has been associated in any manner, directly or indirectly, with the Selection Process or the LoA or arising therefrom, 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 SAI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (II) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a Legal, Financial or Technical Adviser of SAI in relation to any matter concerning the Project;
  - b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process;
  - d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by SAI 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 Bidder s with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- 38.3 SAI reserves the right not to conclude the Agreement and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, EMD (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated

**39 CONFLICT OF INTEREST**

- 39.1 A bidder shall not have conflict of interest that may affect the selection process or the consultancy. Any bidder found to have a Conflict of Interest shall be disqualified. In the vent of disqualification, SAI shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to SAI for *inter-alia*, the time, cost and effort of SAI including consideration of such bidder's proposal, without prejudice to any other right or remedy that may be available to SAI hereunder or otherwise.

**40 CONFIDENTIALITY**

- 40.1 The Bidder agrees and acknowledges that this RFP is confidential and the Bidder, by downloading the RFP document, agrees and undertakes that nothing contained in this RFP shall be disclosed in any manner whatsoever, except to the financial and legal advisors of such Bidder. The undue use by any Bidder of confidential information related to the Bid process may, at the sole discretion of SAI, result in the rejection of its Bid. The Bidder shall further ensure that such financial and legal advisors or any other employees, representatives of the Bidder maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.
- 40.2 The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The Bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the Bidder and SAI. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of SAI or its successors or assignees, including work product prepared at SAI's expense, for other clients of the Bidder without the prior written approval of SAI. The Bidder is not authorized to identify SAI as a client for the purposes of marketing or for advertising, without the prior written approval of SAI. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on behalf of SAI or any copies thereof to SAI. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship` with SAI without the prior written approval of SAI.
- 40.3 All information and documents that are furnished by the Bidder will be treated as strictly confidential by SAI and shall not be disclosed by SAI to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required under Applicable Law.

**41 TAXES AND DUTIES**

- 41.1 The total consolidated Quarterly Fee agreed as part of this contract shall be exclusive of GST, statutory taxes, duties, cess and levies in India during the contractual period which will be paid extra by the Agency, at the rate applicable on the date of invoicing.

\*\*\*\*\*

## Appendix

### Form1: Bid Submission Form

(On Bidder's letter head)

(Date and Reference)

To,  
The Regional Director (I/c)  
Sports Authority of India Gandhinagar  
Gujarat -382016

**Sub:** To appoint a Management Operator to operate and maintain the 50 M Olympic size swimming pool (4 lanes) and learners pool (4 lanes) at SAI RC Gandhinagar

Dear Sir,

1. With reference to the RFP dated \_\_\_\_\_ for the above captioned project, and clarification issued by SAI Sector 15 RC Gandhinagar thereof, I/We \_\_\_\_\_, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with SAI (Sports Authority of India) for engaging Management Operator for To appoint a Management Operator to operate and maintain the 50 M Olympic size swimming pool (4 lanes) and learners pool (4 lanes) at SAI RC Gandhinagar as per terms mentioned in this RFP.
2. I/We \_\_\_\_\_, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with SAI (Sports Authority of India) for engaging Management Operator for To appoint a Management Operator to operate and maintain the 50 M Olympic size swimming pool (4 lanes) and learners pool (4 lanes) at SAI RC Gandhinagar *as* :

Sl. No	Description of Bidder	Remarks
1	As a Company	YES/NO
2a	As an Individual (Coach)	YES/NO
2b	As an Individual (International)	YES/NO
3	As Federation	YES/NO

3. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
4. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
5. I/We shall make available to SAI, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
6. I/We acknowledge the right of the SAI, to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/We agree to keep our Bid valid for acceptance for 180 (One Hundred Eighty) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry

of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. I/ We, acknowledge and agree that SAI shall be entitled to forfeit the performance security without our protest and demur in case of any breach of terms and conditions of RPF/Agreement by us.

8. I/We certify that in the last three years, we or any of our Authorized Representatives have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
9. I/we understand that SAI may cancel the Selection Process at any time and that SAI is neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
10. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
11. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.
12. I/we certify that we fulfil the "Fit and Proper Person" criteria as mentioned in this RFP document.
13. I declare that:
  - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI.
  - b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with SAI or any other public sector enterprise or any government, Central or State; and
  - c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
14. It is certified that the Bidder is not directly related to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
  - a. They are members of a Hindu undivided family; or
  - b. They are husband and wife; or
  - c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

(Signature, name and designation of the authorized signatory)  
(Name and seal of the Bidder)

## Form 2: Particulars of the Bidder

This information shall cover general/details of offer for coaching.

S. No.	Particulars	Details
1	Name	
2	Registered address	
3	Name of Proprietor/ Director/ Administrative Head/Coach	
4	Type of Ownership	
5	Proof of Support of above	Attach documents in support and list the documents attached here
6	Level/ Nature of Coaching to be offered	List level and if more than one level is offered then the differentiation to be amplified
7	No. of days of coaching/week and timings of coaching proposed	
8	Previous Coaching Experience	Attach documents in support and list the documents attached here
9	Names of Coaches	Attach annexure if required and list the same here.
10	Qualification of Coach	
12	Proposed Trainer/ Trainee Ratio	
13	Proposed Training Aids/ Equipment to be provided	

Date:  
Place:

Full name and signature of Bidder

Full name and signature of authorized signatory with seal of establishment (in case of agency)

Address:

Email:

Cell phone/landline no.

Website:

### Form 3: Technical Eligibility

#### A. Eligibly Criteria: For Company

S. No	Eligibility Conditions	Documentary proof to be submitted	Compliance /Response by Bidder	Reference Page No. of Proposal – Documentary Proof
1	<b>Legal Entity</b>			
i	The Bidder must be a company registered under the Companies Act, 2013/1956 or registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under the LLP Act 2008, or Society/Trust registered under societies Act 1960, or sole proprietorship.	The Bidder must submit Proof of Registration of the legal entity (Certificate of Incorporation/Registrati on, PAN Card, GSTIN, Udyog Aadhar, etc.)		
ii	The Bidder should be in existence for at least 3 years before Proposal submission due date	The Bidder must submit Documentary Proof of Registration of the legal entity (Certificate of Incorporation)		
iii	The Bidder should not be banned or blacklisted by any government organization / Govt. financial institution / court / PSU / Central Government / State Government as on the Bid Due Date.	Undertaking signed by the authorized signatory that the Bidder has not been debarred not be banned or blacklisted by any government organization / Govt. financial institution / Court / PSU / Central Government / State Government as on the Bid due date.		
2	<b>Financial Criteria</b>			
I	The Bidder should have a Minimum Average Annual Turnover of INR	Self-attested copy of audited financial statements for 3 financial years duly		



	2,16,000.000 in last three financial years ending on 31st March 2024 .	authenticated by CA i.e. CA i.e. FY-2021-22, 2022-23, 2023-24.		
ii	Net worth: Bidder should have a positive net worth as on (31stMarch 2024 and the net worth should not have eroded by more than 30% in the last three years as on (31stMarch 2024	Self-attested copy of audited financial statements for 3 financial years duly authenticated by CA i.e. FY-2021-22, 2022-23, 2023-24.		
3	The Bidder should have experience in Operation and Management of Community Sports Services / Public spaces (Sports Clubs / Recreation Clubs/Hotels/ Auditorium / Convention Centers / Business Centre/Large Gymnasiums) for a minimum period of 1 year during the last 7 years	Furnish Copy of Work order and completion certificate or in operation as on the bid submission date		
4	The Bidder should provide valid PAN & GSTIN	Submit copy of PAN and GSTIN certificates		
5	DECLARATION As per GFR Clause 144 (xi) added vide Department of Expenditure order dated 23.07.2020: Any Bidder from a country which shares a land border with India will be eligible to bid in this Tender only if the Bidder is registered with the competent authority. All terms as mentioned in the Department of Expenditure order dated 23.07.2020 will be applicable.	Declaration as per New GFR Clause, 144 (xi) 'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. land border with India; I certify that this bidder is not from such a		

		country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.		
6	<p>Bidder should be Class I Local Supplier or Class II Local Supplier will be eligible to bid in this IFB. (As per 3 (b) of DPIIT order dated 16.09.2020).</p> <p>Class I Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%</p> <p>&amp;</p> <p>Class II Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content more than 20% but less than 50%.</p> <p>As per 9 (a) of the above order, Bidders are required to submit a declaration indicating percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be.</p>	<p>Bidders are required to submit a declaration indicating percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be.</p>		
7	FIT and Proper Person	Bidder should be Fit and Proper person as per the criteria defined in this RFP document.		

1. Declaration

Whether any inquiry, investigation, case, departmental or other proceeding in relation to any official case of Criminal offence or allegation of moral turpitude have been initiated / pending and or the Bidder has been convicted / held guilty by any ..... or Authority in this behalf-

Please mark (✓)

Yes:	No:
------	-----

I do hereby declare that all statements made in this proposal are true and correct to the best of my knowledge and belief. I understand that in the event of any information being found false or incorrect or not satisfying the prescribed eligibility criteria, my proposal is liable to be cancelled / rejected at any stage of selection.

Place:	Signature:
Date:	Name:

**Form 4: Financial Proposal (To Be submitted through Online mode only)**

As per BOQ Uploaded in CPP Portal (as per .xls format uploaded on the portal)

**ANNEXURE 'P' | POWER OF ATTORNEY (SAMPLE)**

**(Note- Board resolution in case of company)**

Know all men by these presents, we, ..... (Name of Firm and Address of the Registered Office) do hereby constitute, nominate, appoint and authorise Mr. /Ms.....Son/Daughter/Wife and presently residing at ....., who is presently employed with us and holding the position of .....as our true and lawful Attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Engagement with SAI including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to SAI, representing us in all matters before SAI, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SAI, in all matters in connection with or relating to or arising out of our Proposal for said Project and/or upon award thereof to us till the entering into of the Agreement with SAI.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2020.

For .....  
(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

.....  
(Signature, name, designation, and address of the Attorney)

*Notes:*

*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 should be executed on a non-judicial stamp paper of INR 100 (Hundred) and duly notarized by a notary public.*

## **ANNEXURE ‘II’ | INSTRUCTIONS FOR ONLINE BID SUBMISSION**

1. The Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app> .

### **2. REGISTRATION**

- (i). Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app> ) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- (ii). As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- (iii). Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv). Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
- (v). Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- (vi). Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **3. SEARCHING FOR TENDER DOCUMENTS**

- (i). Various search options built in the CPP Portal, to facilitate Bidders to search active Tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for Tenders, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (ii). Once the Bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
  1. The Bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.
  - 2.

### **4. PREPARATION OF BIDS**

- (i). Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
- (ii). Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii). Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid

documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, Annual Reports, Auditor Certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **5. SUBMISSION OF BIDS**

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The Bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Deleted.
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. 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.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message &a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **6. ASSISTANCE TO BIDDERS**

- i. Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232

## ANNEXURE 'III' | BANK GUARANTEE FORM FOR BID SECURITY

Whereas \_\_\_\_\_ (hereinafter called the "Bidder") has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the "Bid") against the purchaser's Bid Reference No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_ are bound unto Regional Director (I/c), Sports Authority of India Gandhinagar (hereinafter called the "Purchaser) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The conditions of this obligation are:

(1) If the Bidder withdraws or amends, breaches the terms and conditions of the tender document, impairs or derogates from the Bid in any respect within the period of validity of this Bid.

(2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity: -

a. Fails or refuses to furnish the performance security for the due Performance of the contract.

OR

b. Fails or refuses to accept/execute the Contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of \_\_\_\_\_ days i.e., for \_\_\_\_\_ days (\_\_\_\_\_ days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

\_\_\_\_\_  
Seal, name & address of the Bank and address of the Branch



**Annexure IV: Bank Guarantee Form for Security Deposit**

To,  
The Regional Director (I/c)  
Sports Authority of India Gandhinagar  
Gujarat -382016

WHEREAS \_\_\_\_\_ (Name and Address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ for (description of services) (herein after called “the contract”). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee from a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier 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 up to ----- days beyond the date of expiry of contract period as per RFP.

(Signature with date of the authorized officer of the Bank)  
.....  
.....

Name and designation of the officer  
.....

.....  
Seal, name & address of the Bank and address of the Branch

## ANNEXURE ‘V’ |- DRAFT CONTRACT AGREEMENT FORMAT

Contract No \_\_\_\_\_ dated \_\_\_\_\_

**THIS AGREEMENT** is made and entered on \_\_\_\_\_ between  
.....[*Insert the Details of Procuring entity*] having its registered office at  
.....[*Insert the Address of Procuring Entity*] (hereinafter referred to as  
.....[*Insert the Nomenclature to be referred for Procuring Entity*]), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PARTY and  
..... [ *Insert the Details of Successful Bidder* ] (hereinafter referred to as the Service Provider/Agency) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the SECOND PARTY.

Whereas this agreement is enforceable with effect from .....[*Insert the Start Date and End date of the Agreement*].

**WHEREAS** the Service Provider is providing services related to .....[*Insert the Description as per RFP*].

**WHEREAS**, each Party is duly authorized and capable of entering into this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, the Parties hereby agree as follows:

**This is in continuation to this office’s Notification of Award No. \_\_\_\_\_ dated \_\_\_\_\_**

1. Name & Address of the Successful Bidder: \_\_\_\_\_
2. SAI’s Bidding Document/RFP No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the SAI.
3. Successful Bidder Bid No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the Successful Bidder and the SAI in connection with this Bid.
4. In addition to this Contract Agreement Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- i. General Terms and Conditions of Contract as mentioned in above RFP
- ii. Scope of Services as mentioned in Terms of Reference of the RFP

- iii. Other Terms and Conditions of the RFP and Bid;
- iv. Bid Form furnished by the Successful Bidder
- v. Price Schedule(s) furnished by the Successful Bidder in its Bid;
- vi. SAI's Notification of Award

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of services which shall be performed/ provided by the Successful Bidder are as under:

Schedule No.	Brief description of services	Total Charges	Period of contract	Total contract value
--------------	-------------------------------	---------------	--------------------	----------------------

Taxes, if any \_\_\_\_\_

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

- (ii) Period of contract:
- (iii) Details of Performance Security:
- (iv) Payment terms:

\_\_\_\_\_  
**(Signature, name and address  
of the SAI's authorised official)**  
**For and on behalf of** \_\_\_\_\_

Received and accepted this contract

\_\_\_\_\_  
(Signature, name and address of the Successful Bidder executive  
duly authorised to sign on behalf of the Successful Bidder)

For and on behalf of \_\_\_\_\_  
(Name and address of the Successful Bidder)

\_\_\_\_\_  
(Seal of the Successful Bidder)

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

Place: \_\_\_\_\_