



SPORTS AUTHORITY OF INDIA
Major Dhyan Chand National Stadium (MDCNS)
India Gate, New Delhi, Delhi 110001
Telephone: +91-11 – 21420698

REQUEST FOR PROPOSAL(RFP)

for

ENGAGEMENT OF A SERVICE PROVIDER
FOR
OPERATING SQUASH COURTS AT MAJOR DHYAN CHAND
NATIONAL STADIUM (MDCNS)

RFP Ref: 01-36001(06)/2/2021-HO - SP Division

Date of Publication: 01-04-2022

Sports Authority of India (SAI)
Gate No 10, JN Stadium New Delhi 110003

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DISCLAIMER

1. The information contained in this Request for Proposal Document (hereinafter known as 'RFP Document') or subsequently provided to Applicants in documentary form by or on behalf of Sports Authority of India (SAI) or any of their representatives, employees or advisors (collectively referred to as 'Representative'), is provided to Applicant(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 to Engage Service Provider/Agency for Operating Squash Courts at Major Dhyan Chand National Stadium (hereinafter referred to as the 'Project') contains brief information about the scope of work and qualification process for the selection of Applicant. The purpose of the RFP Document is to provide the Applicants (hereinafter referred to as 'Applicant(s)') with information to assist the formulation of their proposals (hereinafter referred to as the 'Proposal(s)').

2. This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities, who are qualified to submit their Proposal ('Bid'). The purpose of this RFP Document is to provide the Applicant with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Applicant may require. This RFP Document may not be appropriate for all persons, and it is not possible for SAI Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP Document. The assumptions, assessments, information and statements contained in this RFP Document may not be accurate, adequate and complete and each Applicant should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, may obtain independent advice from appropriate sources.
3. The Representatives make no representation or warranty and shall have no liability to any person including any Applicant 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 the RFP Document 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 Applicants for participation in the Selection Process.
4. The Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.
5. This RFP is non-transferable
6. The issue of this RFP does not imply that the Representatives is bound to select the Applicant to enter into any contract and the Representatives reserves the right to

reject all or any of the Applicants or Applications, at any stage of the Application Process, without assigning any reason whatsoever.

7. Each Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application 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 its Application. All such costs and expenses will remain the responsibility of the Application 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 an applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Selection Process.
8. This RFP supersedes and replaces any previous public documentation & communications, and Applicants should place no reliance on such communications. The Applicant shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this RFP.

A. 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 Engage Service Provider for Operating Squash Courts at Major Dhyan Chand National Stadium (MDCNS) (hereinafter referred to as the ‘Project’) contains brief information about the scope of work and qualification process for the selection of Applicant. The purpose of the RFP Document is to provide the Applicants (hereinafter referred to as ‘Applicant/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.

B. BID SCHEDULE & DATA SHEET

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|--|---|
| Name of the BID | RFP to engage a Service Provider for Operating Squash Courts at Major Dhyan Chand National Stadium, New Delhi |
| Date of Publication | 01-04-2022 |
| Bid document download start Date | 01-04-2022 |
| Last date and time of submission of queries for Pre-Bid Conference | 08-04-2022 at 06 PM to es-sai@gov.in |
| Virtual Pre-Bid conference | 08-04-2022 at 11:30 AM At SAI HQ, First Floor Conference Room, Sports Authority of India (SAI) Gate No 10, JN Stadium New Delhi 110003 |
| EMD | Rs. 1,20,000/- |
| Bid submission end date and time | 23-04-2022 at 18:00 hrs. |
| Bid Validity Period | 180 days |
| Mode of Submission | Online (CPP Portal) |
| Opening of Technical Bid date and time | 25-04-2022 at 12:00 hrs. |
| Opening of Financial Bids | Shall be notified later |
| Method of selection | QCBS |
| Bid Variable | Monthly Fee |
| Security Deposit | Equivalent to three (3) Months consolidated Monthly Fee |
| Time period of Contract | 3 year Extendable by 2 Years |
| E-mail for all correspondence | es-sai@gov.in |

Section I: Instruction to Applicants

1. General Instruction

- 1.1. The Applicants 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. No Applicant or its Associate shall submit more than one Proposal, in response to this RFP. Applicant applying individually or as an Associate shall not be entitled to submit another Proposal
- 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.
 - 1.3.3. **‘Agency’, ‘Firm’, ‘Company’, ‘Applicant’, ‘Consultant’, and ‘Service Provider’** means any registered entity or person or associations of persons who submit their proposals for providing Services in accordance with this RFP.
 - 1.3.4. **‘Services’** means services as mentioned in this document and other such obligations of the supplier covered under the contract.
 - 1.3.5. **‘Terms of Reference (TOR)’** means the document included in the RFP which explains the scope of work, activities and tasks to be performed.
 - 1.3.6. **‘Notification of Award’** or **‘NOA’** means the letter issued by SAI to the Successful Applicant to undertake and execute the project in conformity to the terms and conditions set forth in the RFP and any subsequent amendments thereof.
 - 1.3.7. **‘Contract’** means the written agreement entered between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexures etc., therein.
 - 1.3.8. **‘LoA’** means the Letter of Acceptance issued by Sports Authority of India for the purpose as mentioned in this document.
 - 1.3.9. **‘Party’** means the Client or the Applicant, as the case may be, and **‘Parties’** means both of them.

- 1.3.10. ‘**RFP**’ means this Request for Proposal issued by Sports Authority of India for the purpose as mentioned in this document.
- 1.3.11. ‘**Performance Security/Security Deposit**’ means monetary or financial guarantee to be furnished by the successful Applicant for due performance of the contract placed on it. Performance Security is also known as interest free Security Deposit.
- 1.4. The Applicants 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

- 2.1. The Bid submitted by the Applicant and all subsequent correspondence(s) and documents relating to the Bid exchanged between the Applicant and SAI, shall be written in the English language. However, the language of any printed literature furnished by the Applicant 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

- 3.1. All the documents are to be mandatorily uploaded online as per the instruction for online bid submission detailed in this RFP document.

4. RFP process

- 4.1. RFP issued by SAI constitutes a request for Bids from eligible Applicants (as determined in accordance with the eligibility criteria as per Clause 24) to be Service Provider (after evaluation of eligible Applicants), subject to the terms of this RFP, Tender Documents, and the Service Agreement.
- 4.2. This RFP is no 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 Applicant or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by SAI of the Applicant’s Bid and the execution of the Service Agreement by both SAI and the Applicant/Service Provider(s).
- 4.3. This RFP is only illustrative in nature and all narrations are intended to be used by the Applicant 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 an Applicant by SAI, the Service Provider shall enter into a detailed contract/agreement ('Service Agreement') incorporating the provisions of this RFP and the successful Bid.
- 4.5. The term of association shall be for two (2) years from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP whichever is later. SAI reserves the right to renew/extend the contract annually for a maximum total period of five years.

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 Applicant withdraws the Bid in writing, it will be deemed to be valid until such time that the Applicant formally (in writing) withdraws the same.
- 5.2. In exceptional cases, the Applicants may be requested to extend the validity of their Bids up to a specified period by SAI. The Applicants, 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 Applicant providing services shall quote only in Indian Rupees.
- 6.2. The Applicant 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.
- 6.3. If any Firm/ Agency/ Applicant/ Service Provider quote NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- 6.4. The prices quoted by the Applicant shall remain firm and fixed during the currency of the Contract and will not be subject to variation on any account until unless variations are mentioned as part of the contract.
- 6.5. 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 Applicant

- 7.1. Prior to the expiration of the validity period for the Bid, SAI notify the successful Applicant in writing by Notification of Award that its Bid has been accepted. SAI will also send to the successful Applicant, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Applicant and SAI shall discuss and enter into a mutually agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Applicant and shall not have terms and conditions more onerous on the Service Provider than those contained in the RFP.
- 7.2. Upon the successful signing of the Service Agreement by the Applicant and SAI, and the Service Provider furnishing the Security Deposit, SAI will promptly notify the name of the winning Applicant(s) to each unsuccessful Applicant(s) and refund their respective Earnest Money Deposits.
- 7.3. Term of the Service Agreement: The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.
- 7.4. Failure of the Successful Applicant to comply with the requirement of acknowledgement of LoA shall constitute sufficient grounds for the annulment of the LoA. In such an event, SAI reserves the right to:
 - i. Initiate for retendering process
 - ii. Take any such measure as may be deemed fit in the sole discretion of SAI, including annulment of the bidding process.

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 the Purchaser 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. In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- 8.3. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers 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.
- 8.4. The Bid Security shall be furnished in one of the following forms:
 - Account Payee Demand Draft
 - Fixed Deposit Receipt
 - Banker's cheque / Pay Order

- Bank Guarantee from any of the commercial banks (as per the format at Section IV-D),
 - NEFT transfer to “Secretary SAI, Union Bank of India Account No: 108510011000101, IFSC No. UBIN0810851.
 - (Bidder has to upload challan/proof along with Bid in CPPP Portal)
 - Valid Insurance Surety Bonds
- 8.5. The Demand Draft, 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 “Secretary, Sports Authority of India”, payable at New Delhi. 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.
- 8.6. 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.
- 8.7. Earnest Money is required to protect the purchaser 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 the purchaser. The successful bidder’s earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 8.8. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder 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), its Bid Security/EMD will be forfeited.

9. Applicants queries and responses thereto

- 9.1. All enquiries from the Applicants relating to this RFP must be submitted exclusively to the contact person on the email id es-sai@gov.in. The queries should necessarily be submitted on or before scheduled date and time mentioned in the following format:

| | | |
|--|--|--|
| To, Sports Authority of India | | |
| APPLICANT’S REQUEST FOR CLARIFICATION | | |
| 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: es-sai@gov.in |

| Sl. No. | Bidding Document Reference(s) (Clause number/page) | Content of RFP requiring clarification | Points of Clarification required. |
|---------|--|--|-----------------------------------|
| 1 | | | |
| 2 | | | |

- 9.2. Applicant 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 Applicant's enquiries have been received by them. SAI will Endeavour to provide a complete, accurate, and timely response to all questions to all Applicants. 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 Applicants. All responses given by SAI will be distributed/mailed to all the Applicants or posted on the online portal/website. Applicant should regularly visit the portal for any updates/corrigendum.
- 9.3. SAI will host a Pre-Bid Conference (virtual), scheduled as per the details in the Bid Schedule. The Applicant or its authorized representatives may attend the pre-bid conference at their own cost. The purpose of the conference is to provide the Applicants with information regarding the RFP and discuss the Applicant's queries, together with proposed solutions. SAI shall provide each Applicant with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The link shall be provided to the Applicants one hour prior to the scheduled meet.
- 9.4. Within reasonable time period from the Pre-Bid Conference, SAI will issue responses to the entire Applicants' 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 Applicants are advised to check the same before submission of bids.
 - ii. Such an amendment will be uploaded on SAI website: sportsauthorityofindia.nic.in, and CPP portal of Government of India www.eprocure.gov.in. Applicants are, therefore, advised to refer to SAI website and CPP portal before submitting bids.

10. Submission of bids

- 10.1. Bids to be submitted online as per instructions of the RFP.

- 10.2. SAI will open (on-line) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.
- 10.3. 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 which will be the day when office opens for normal functioning.
- 10.4. Authorized representatives of the Applicants, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Applicants acknowledgement letter of bid submission at CPPP website: <http://eprocure.gov.in/eprocure/app>.
- 10.5. The Technical Bid is to be opened at the prescribed time and date as indicated in RFP Bid schedule. During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).
- 10.6. Financial bids of the Technically Qualified Applicants shall be opened online at the date, time and venue as intimated later on CPPP e-procurement website <https://eprocure.gov.in/eprocure/app>.
- 10.7. 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.
- 10.8. The Applicants are required to upload the documents as per Documents to be submitted in Clause No. 3 and as mentioned in this RFP document.
- 10.9. Applicants shall submit 'Online Bid' only in PDF/Scanned Copy. Hard Copy of Bid documents will not be accepted.
- 10.10. The Bids submitted must be without any overwriting, interlineations, interpolation, corrections, double typing, etc.
- 10.11. Applicants must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 10.12. All terms and conditions in the bid document shall stand frozen on the date of opening of the bid.
- 10.13. 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

The Purchaser/SAI will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order. Purchaser will determine the responsiveness of each Proposal. Each page of the bid document submitted by Applicant shall be signed sealed by the Applicant 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 Applicant.
- ii. Information that is found to be incorrect, false/misleading at any stage during the tendering process.
- iii. Incomplete Bids.
- iv. Inclusion of Financial/Price Bid details in a Technical Bid, or Technical Bids that reveal quotations, in any form; and
- v. Non-fulfilment of the eligibility criteria or Technical Qualification score in evaluation criteria set out in this RFP, by the Applicant.
- vi. Any Bid that does not comply with the conditions lay down by SAI.
- vii. Any other reasons which are deemed fit by SAI.

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 Applicant.
- ii. Financial/Price Bids made through E-mail/by post.
- iii. Bids which do not confirm unconditional validity of the bid for 180 days from date of opening of Bid.
- iv. Bids which do not conform to SAI Bid format.
- v. Bids in respect to which the Applicant 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.
- vi. If any firm 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 Applicant seeks to influence the SAI bid evaluation, bid comparison or contract award decisions.
- ii. In view of two bid systems, SAI may 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, the purchaser finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser may reject or may convey its observation on such 'minor' issues to the Applicant by registered / speed post etc. asking the Applicant to respond by a specified date. If the Applicant 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.

11.5. Discrepancies in Prices

- i. Applicants are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the submission of the Bid.
- ii. If, in the price structure quoted by Applicant, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the Applicant has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- iii. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total will be corrected.
- iv. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- v. If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the Applicant by registered/speed post. If the Applicant does not agree to the observation of the purchaser, the tender will be liable to be ignored.
- vi. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.

Section II: General Introduction

12. Project Background

- 12.1. The Sports Authority of India, New Delhi has been entrusted by the Ministry of Youth Affairs & Sports, with the assignment for engaging a Service Provider for Operating Squash Courts at Major Dhyan Chand National Stadium (MDCNS).
- 12.2. Sports Authority of India (hereinafter referred to as 'SAI') is the nodal agency responsible for development and administration of Major Dhyan Chand National Stadium (hereinafter referred to as 'MDCNS').
- 12.3. In pursuance of the above, the SAI is inviting bids through online bidding process from Service providers having sufficient experience and credentials to associate with SAI and to operate the Squash Courts at MDCNS. Through this RFP, SAI expects very high standards of output from the appointed Service Provider in terms of quality and adherence to the agreed time schedule.
- 12.4. The Squash Courts (06 Nos.) are spread over an area of 750 Sqm and have the following facilities:
- (a) Six Squash Courts.
 - (b) Centrally air-conditioned Squash Court Hall, Environment friendly, user friendly, suitable for differently able and designed for all time weather
 - (c) Appropriate lighting infrastructure
 - (d) Spectator capacity of 85-100
 - (e) Changing rooms for athletes
 - (f) Dedicated rooms for match officials
 - (g) Provision for live telecast and separate pits for photography & videography.
- 12.5. With the above background, the SAI intends to select a Service Provider to operate the Squash Courts Centre of MDCNS.
- 12.6. The infrastructure allotted by SAI will be utilized for the purpose of coaching/recreational practice of squash and no other activity would be permitted therein.
- 12.7. Pertaining to this, the Scope of Services as given below in this document includes the details of the activities to be conducted by the selected Applicant. Hence SAI is inviting Technical & Financial Proposals from the interested Applicants.

13. Brief description of the selection process

- 13.1. SAI invites Technical Proposals and Financial Proposal/Bids/Quote from Applicants to perform the duties and functions set forth in this Bid.
- 13.2. SAI intends to select the Applicant through an open bidding process in accordance with the procedure set out herein.

- 13.3. The Financial Bids/Proposals of only Technically Eligible Applicants shall be opened.

14. Communications

All communications should be addressed to:
Dy. Director, Equipment Support Division
Room No.115, Sports Authority of India (Head Office),
Jawaharlal Nehru Stadium, Gate No. 10
Lodhi Road, Delhi, India, New Delhi-110003
Email: es-sai@gov.in

Section III: Terms of Reference (TOR)

15. Scope of Services

- 15.1. The MDCNS has a world class facility for the development and growth of Squash as a discipline in Delhi. The sports facility has six (6) numbers of Single Squash Courts.

- 15.2. Proposals are invited to impart coaching for Squash at the MDCNS Squash Facility by experienced Service Provider. The details about the Squash facility are as given below:

| Sr. No. | Discipline | Facility/ Area |
|---------|------------|-------------------------------|
| (1) | Squash | Six (6) Singles Squash Courts |

- 15.3. Sharing of revenue will be in a ratio of 60:40 after tax deduction, i.e., 40% of the collection would be paid to the selected Service Provider while 60% will be for the Authority after deduction of taxes.
- 15.4. The Squash Courts shall be made available to Service Provider from Tuesday to Sunday each week from 7:00 AM to 9:00 PM for coaching activities. The facility will remain closed on Mondays. SAI shall also reserve one Squash Court during morning from 07:00 AM to 10:00 AM & evening time from 06:00 PM to 09:00 PM on each operating day for the duration of the Contract for its own purposes.
- 15.5. SAI may require the Squash Courts, during the tenure of the agreement, for organizing an event or for any other purposes and selected Service Provider shall provide the same upon request of SAI even on a notice of few days. Based on SAI's usage period during that Month, SAI shall not charge any Monthly Fee / Revenue Share from the Service Provider
- 15.6. The broad scope of tasks shall include but not limited to:
- i. The service provider shall be responsible for providing courts for recreational practice of squash on daily membership basis and coaching facilities pertaining to squash only.

*(*The mechanism of operating the recreational practice of squash service shall be finalized by the service provider in consultation with SAI.)*

- ii. The Service Provider shall ensure to provide courts for recreational practice of squash and coaching facilities pertaining to Squash only.
 - iii. It shall be mandatory for the Applicant to maintain ethical code, professional conduct and impart the same to the users by training and teamwork.
 - iv. The Applicant shall maintain an attendance log. The Applicant must follow the timetable approved by SAI, at all times.
 - v. No markings in the grounds/courts with any kind of powder/tape/other material would be permitted. The agency shall not cause or permit to be caused any damage to the said premises. Under no circumstances, the agency shall make any alteration to the said premises without the prior written permission of SAI.
 - vi. The Applicant shall compensate SAI for any damage or loss (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.
 - vii. Responsibilities of the Service Provider or its Coaches/ Employees:
 - a. To be present at the assigned FOP at all times.
 - 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 establish policies governing each action of users before, during and after each coaching session.
 - d. To ensure that users understand the use of training equipment. Make them aware of the potential accidents that may occur from use of equipment.
 - e. To have basic safety and rescue trainings and assist in an event of any emergency and a first aid box should be located at close proximity of the activity area where it is accessible to all.
- 15.7. It is to be noted that SAI shall be responsible for basic cleaning and maintaining of the assigned facility. SAI shall clean the assigned premises regularly/all time in order to impart coaching in perfect hygienic condition.
- 15.8. The agency should maintain detailed profiles (CVs) of all Coaches & Assigned 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. Performance certificates of coaches/agencies from institutions where they are presently imparting coaching or had imparted coaching in the past should be submitted.
- 15.9. The Assigned Coach shall be responsible for imparting and supervising coaching of players/trainees on regular basis. The assigned coach cannot be changed without the approval of SAI.

16. Revenue Sharing Model & Monthly Fee

- 16.1. Sharing of revenue will be in a ratio of 60:40 after tax deduction, i.e., 40% for the selected Service provider while 60% for the Authority after deduction of the taxes.
- 16.2. The Applicant shall mention a Monthly Fee (Bid Variable), as per Form 4 – Financial Proposal
- 16.3. Each month, the larger of the two amounts (Revenue Share or Monthly Fee), as provided in 16.1 & 16.2 above, will be retained by the Authority. For instance, if the total Monthly Fee is INR 50,000 per month and the total revenue collections for the month is INR 2,00,000, then INR 1,20,000 (i.e.60% of the total collections for the month) shall be retained by the Authority. However, if the total collection for the month is INR 70,000 then INR 50,000 shall be retained by the Authority (i.e. Monthly Fee). Further, in case the total collection in a month is less than minimum monthly fee, SAI will notify/inform the bidder the shortfall amount and the net payable amount shall be deposited to SAI within 15 days of Notice. In case the bidder fails to submit the net payable amount to SAI in 02 calendar months, the amount will be adjusted from the performance bank guarantee. However, the service provider shall be responsible to keep required fixed performance bank guarantee during the currency of contract.
- 16.4. The Monthly Fee will be increased annually by 10% after completion of initial contract period of 3 years, before extension.
- 16.5. The service provider shall propose a special fee as provided in the technical qualification criteria for 50 % of trainees. However, the process for determination of the beneficiary trainees for the applicability of the special category fee shall be determined in consultation with SAI.
- 16.6. Except for those trainees who are charged the special fee, the service provider can determine the fee to be charged for rest of the trainees as per the prevalent market rates. The same shall be informed to SAI before commencement of services.
- 16.7. SAI shall provide verified information to the service provider about the total monthly revenue collection within a period of 25 working days, basis which an invoice shall be raised by the service provider which shall be payable by SAI within a period of 25 working days from the date of raising of invoice. In case, monthly fee is to be paid by the service provider for that particular month as per clause 16.3, the service provider shall deposit it to SAI account within a period of 15 working days from the date of receipt of verified information from SAI for that month.

17. Obligations of the Service Provider

- 17.1. No personnel shall be employed by the Successful Applicant whose age is below 18 years.
- 17.2. The Successful Applicant shall be responsible for maintaining and enforcing all rules and regulation applicable to the discipline.
- 17.3. The Coaches of the Successful Applicant shall always be present at the assigned coaching areas at all times in the shifts.
- 17.4. Will Make sure that there is no obstacle or hazard at the assigned coaching area.
- 17.5. Shall establish policies governing each action of users before, during and after each coaching session.
- 17.6. Shall ensure that users understand the use of training equipment. Make them aware of the potential accidents that may occur from use of equipment.
- 17.7. Shall have basic safety and rescue trainings and assist in the event of any emergency/exigency.
- 17.8. Shall advertise and make the designated playing area/field/court popular amongst residents of Delhi and NCR.
- 17.9. Any incident of misbehavior or misconduct from the deployed workforce of the Successful Applicant towards the public shall be liable for punishment as decided by SAI. In case of repetition of similar fault, SAI may decide to terminate the contract, forfeit the Security Deposit, and blacklist the Successful Applicant.
- 17.10. The Successful Applicant shall follow all the rules and regulation laid by the government, including but not limited to hiring of staff, deployment of equipment, security and safety.
- 17.11. The service provider shall be allowed to do marketing and branding the form of temporary promotional banners/flex/standees in and around the Squash Court Complex. However, the branding/marketing activities should not reflect/portray the service provider as having joint venture or partnership of any sort with SAI.
- 17.12. The Service Provider shall arrange all the necessary equipment/ consumables for effective coaching. Space in the MDCNS Squash Facility shall be allowed to be used by the Successful Applicant for storing sports equipment, gear etc. However, this would be provided at the discretion of SAI, if such storage space is available.
- 17.13. If storage space for training equipment is required, this should be clearly specified in the proposal.

- 17.14. The responsibilities of watch and ward shall rest with the Successful Applicant, for the designated allotment time period.
- 17.15. The Service Provider shall follow all the rules and regulation laid down by the Government, including but not limited to hiring of staff, deployment of equipment, security and safety. 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.
- 17.16. Conducting sporting events in the playing area/field/court in addition to regular coaching and special coaching camps, especially during summer vacations for students can also be organized.

18. Obligations of SAI

- 18.1. SAI will provide infrastructure and shall be responsible for basic operation of the assigned facility.
- 18.2. SAI shall clean the assigned premises regularly/all time in order to impart coaching in perfect hygienic condition and ensure availability of all Squash Courts as per RFP.
- 18.3. SAI shall collect the fee and calculate the total revenue generated in the Month (Collected Fees). SAI will ensure that the Selected Applicant(s) share (as per Clause No. 16) for the preceding month is transferred to the Coaching Agency within a mutually decided time frame.
- 18.4. Fee deposit mechanism to be worked out in consultation with SAI
 - i. SAI will be responsible for deploying personnel at the Squash facility for Revenue/Fee Collection and facilitating registration of players/trainees.
- 18.5. In case of recreational practice of squash, the operating mechanism are to be finalized in consultation with SAI and the revenue so generated will also be sharable with SAI as per existing terms.

19. Other Miscellaneous Work

- 19.1.1. The responsibilities of watch and ward shall rest with the Agency.
- 19.1.2. In case of any accident/ mishappening/ tribulation/ hardship/ calamity at the facility during the time allocated to the agency, pertaining to any equipment or other facility, the Applicant/ Agency will be SOLELY responsible and shall keep SAI or MDCNS fully indemnified in this regard. SAI or MDCNS will not be responsible for any such accident/ mishappening/ tribulation/ hardship/ calamity, whatsoever.

20. Timeline and Deliverables

- 20.1. The engagement is proposed for three (3) years from date of signing of Service Agreement, which can be extended annually for a maximum total period of five (5) years. However, the service agreement can be terminated before the end of tenure in case of unsatisfactory performance or non-compliance with the terms and conditions of the contract.
- 20.2. After successful completion of initial contract period, extension of contracts would be considered annually subject to a maximum total tenure of five (5) years. The evaluation would be made on the basis of feedback from trainees, parents/guardians, availability of coaches during training, achievement of trainees, number of trainees, trainer-trainee ratio, revenue generated, training aids, equipment and technology utilized and adherence to the rules and regulations of the MDCNS.
- 20.3. The service provider will be given a maximum of 30 days to sign the contract/service agreement from the date of award of work. However, the service provider will be liable to start paying SAI (in the form of monthly fee/revenue share) from the day of signing of contract/service agreement.
- 20.4. If the Applicant is not able to comply with the scheduled timeline, it will be liable for a penalty as mentioned at Clause.23.
- 20.5. Before assigning any replacement member, Successful Applicant shall provide SAI with:
 - 20.5.1. Curriculum vitae and any other information about the candidate that is reasonably required by SAI. He/she should have equivalent or higher experience.
- 20.6. If SAI objects to the appointment, Applicant shall not assign the individual to that position and shall seek an alternative resource.
- 20.7. The Applicant must ensure at least 2 weeks overlap period for knowledge transfer in such replacements.
- 20.8. The Applicant will immediately provide for replacement of resources in the event if SAI is not satisfied with the resource.

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 Applicant.
- 21.2. The Service Provider shall not, without the prior express 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 Applicant, or the rejection thereof by SAI, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI and the Applicant or give rise to or be deemed to give rise to any cause or grievance to the Applicant against SAI and further shall not for any reason or in any manner confer on the Applicant 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 Applicant must strictly comply with all terms and conditions herein. SAI reserves the right to call upon any or all the Applicants to satisfy SAI regarding the correctness and genuineness of any document submitted or information furnished by the Applicant or may call for any additional documents / information from the Applicants to verify the information provided by the Applicant or may further seek any clarification or elaboration from the Applicant 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 Applicant to submit any additional document / information after the submission of its Bid. Further, SAI may call upon any or all the Applicants to make a presentation to SAI in respect of the capabilities represented by the Applicant at any time prior to the finalization of the Bid. Any Applicant who refuses or otherwise neglects to make such presentation to SAI shall not be considered for any further evaluation and shall stand immediately disqualified.
- 21.5. SAI is under no obligation to declare the Applicant quoting the Highest Minimum Monthly Fees as the successful Applicant. The quality of services anticipated to be provided by the Applicant (to be determined primarily on the basis of the documents/information provided by the Applicant) shall be material criteria for awarding the contract as defined in this document.

22. Governing Law and Jurisdiction:

- 22.1. The RFP and the relationship between the Applicant and SAI shall be interpreted in accordance with the laws of India. The Courts of Delhi shall have exclusive jurisdiction to adjudicate over any dispute(s) arising in relation to the RFP and/or the relationship between the Applicant and SAI.
- 22.2. It will be the responsibility of each Applicant 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 Applicant 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 Applicant to appraise itself of any legal or local operational conditions/ factors. The Applicant cannot be taken over/bought over by another during the contract phase. SAI may, at any time, immediately terminate the contract by giving written notice to the successful Applicant without any compensation or liability, if the Applicant commits any breach of contract or has misrepresented, or becomes bankrupt or otherwise insolvent, and/or SAI is not

satisfied with the work of the Applicant 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 period of 30 days to the Applicant, without any cost and/or liability.

- 22.3. The Applicant has to ensure proper deployment of resources at site during all phases and the deployment plan should be approved by the purchaser in advance.
- 22.4. It will be responsibility of the Applicant to ensure and verify the educational qualifications and experience of the resources deployed in SAI.
- 22.5. The Applicant shall be responsible for ensuring timely payment to the resources deployed in the project and complying with all laws of land including statutory liabilities while doing the same.
- 22.6. Any unauthorized absence of resources (at Applicant's end) for a period of more than 1 week after requirement will attract penalties.

23. Penalty

- 23.1. In case the Successful Applicant fails to commence/execute the coaching activities as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, SAI reserves the right to impose the penalty at 0.1% of consolidated committed monthly Fee per day and shall recover the same from Performance Guarantee.
- 23.2. If delay continues beyond 10 days, what is stipulated in Clause 23.1, 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 Applicant shall be debarred from participating in such type of tender 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 35 of this RFP.
- 23.4. SAI will make payment after necessary deductions of penalty.
- 23.5. For delay in service deliverables reasons not pertaining to selected Applicant, the Purchaser 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.

Section IV: Qualification and Selection Criteria

24. Eligibility Criteria for the Bidder

24.1. To be eligible for Technical evaluation, the Agency shall fulfill the following:

| # | Eligibility Conditions | Documentary proof to be submitted |
|---|--|---|
| 1 | The Bidder/ Service Provider shall be a legal entity registered in India under the relevant laws for at least 5 years as on proposal due date. | A copy of registration certificate duly attested by authorized signatory. Consortium/ Subcontracting is not allowed |
| 2 | The Bidder/ Service Provider should have prior 05 years experience in successfully running a Academy/Project related to sports coaching on proposal due date. | This must be demonstrated by proof of academy/facility, owned/operated by the service provider with clear mention of date. |
| 3 | The Bidder/ Service Provider must have a minimum average annual turnover of Rs. 15,00,000/- (Rupees Fifteen lakh only) from Coaching services in the last 3 (three) financial years (i.e. FY 2018-19, 2019-20 and 2020-21). | Certificate attested by a Chartered Accountant indicating the annual average turnover out of the coaching services. |
| 4 | The Bidder/ Service Provider should provide valid PAN and GSTIN | Submit copy of PAN and GSTIN certificates |
| 5 | DECLARATION As per GFR Clause 144 (xi) added vide DoE 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. |

Note: The Applicant, shall submit the details, coaching experience by them in the Form 3 of Bid document to be considered for eligibility & technical evaluation. The offers submitted without this documentary proof shall not be evaluated.

Bid(s) of the Applicant(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 technical evaluation process.

24.2. Technical Qualification Criteria for Service Providers:

| Category | Qualification Criteria for service Provider / Agencies | Maximum Marks (100) |
|---|---|----------------------------|
| Years of Experience in Sports Coaching | <p>Years of experience of coaching/ coaching academy / managing sports facilities for any sport</p> <ul style="list-style-type: none"> • Within 5 years of total experience: 0 Marks • 5 - < 7 years of total experience: 8 Marks • 7 - 10 years of total experience: 15Marks • More than 10 years of total experience: 20Marks <p>Document to be submitted: Proof of academy/facility, owned/operated by the service provider with clear mention of date.</p> | 20 |
| Specific Experience | <p>Years of experience of coaching/coaching academy/ managing sports facilities for squash sport</p> <ul style="list-style-type: none"> • Less than 1 year of experience: 0 Marks • 1 - <2 years of total experience: 5 Marks • 2 - 5 years of total experience: 10Marks • More than 5 years of total experience: 15 marks <p>Document to be submitted: Proof of academy/facility, owned/operated by the service provider with clear mention of date.</p> | 15 |
| Turnover | <p>Total Turnover from coaching services in last 3 financial years</p> <ul style="list-style-type: none"> • Rs. 15 Lakh – Rs. 20 Lakh (Marks: 5) • Rs. 21 Lakh – Rs. 30 Lakh (Marks: 10) • More than Rs. 30 Lakh (Marks:15) <p>Document to be submitted: Certificate attested by a Chartered Accountant indicating the annual average turnover out of the coaching services.</p> | 15 |
| Technical Qualification of Assigned or Head Coach | <p>International diploma certification in squash of head or assigned coach for providing coaching</p> <ul style="list-style-type: none"> • Level 2 (Marks : 10) • Level 3 (Marks : 15) <p><i>*The head or assigned coach shall be responsible for imparting and supervising coaching of players/trainees on a regular basis.</i></p> <p>Document to be submitted: Relevant Certificate of the proposed Head Coach</p> | 15 |
| Technical Certificate | <p>Any Facility of Service Provider or its Academy accredited under Khelo India/ Government Accredited/recognized by state association or National Sports Federation in Squash</p> | 10 |

| | | |
|--|---|----|
| | (Marks: 10) Document to be submitted: Proof of academy/facility satisfying above criteria, owned/operated by the service provider. | |
| Special Fee | Special Fee Per Player Per Month* <ul style="list-style-type: none"> • Less than Rs. 3000 (10 Marks) • Rs. 3,000 - <Rs. 4000 (8 Marks) • Rs. 4,000- < Rs. 5000 (5 Marks) (Marks: 10) *To be indicated in Bid Submission form *To be limited for 50% of the expected trainees. | 10 |
| % of Players qualified for Special Fee | Beyond 50% of Players included under special fee at the discretion of the service provider: <ul style="list-style-type: none"> • More than 50% - < 60% (Marks:3) • More than 60% (Marks: 5) (Marks: 5) To be indicated in Technical Bid. | 5 |
| Technical Presentation | Technical Presentation on General Methodology for operating the Squash Court (Mark: 10) To be submitted in Technical Bid. | 10 |

Note: Applicant must comply all criteria as defined in Clause 24.1 and must get a minimum of 70 marks (out of 100 marks) in the Technical Qualification Criteria as per Clause No. 24 in order to be Qualified for Financial Bid opening.

25. Combined Bid Evaluation

25.1 In the second stage, the financial evaluation will be carried out as per this Clause 25. Each Financial Proposal will be assigned a financial score (S_F) as specified in Clause 25.3.

25.2 For financial evaluation, the total cost indicated in the Financial Proposal, will be considered. The committed amount should be excluding taxes. Taxes has to be charged separately

25.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost, quoted as minimum monthly fee, indicated in the Financial Proposal shall be deemed as final. The highest Financial Proposal (F_H) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 * F / F_H$$

(F = amount of Financial Proposal)

25.4 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where, T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.7 and 0.3 respectively.

- 25.5 The bidder with highest combined score shall be successful bidder. In case the financial quote of the successful bidder is less than that of bidder with highest quote by more than 10%, then the successful bidder will be required to match the price bid offered by the bidder having highest financial quote.

26. Selection of the Service Provider / Agency

- 26.1. The Bids will be evaluated based on the Quality & Cost Selection (QCBS) method, as provided in Clause 24 and 25 above.

In case of a tie in the QCBS evaluation, the Applicant who has secured highest technical score will be awarded the work.

- 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.
- 26.3. Supporting documents for bid evaluation shall also be verified during presentation if any. The Applicants are advised to make their presentation strictly according to the evaluation criteria based on the credentials submitted above.

27. Declaration of Successful Applicant

- 27.1. Prior to the expiration of the validity period for the Bid, SAI notify the successful Applicant in writing by Notification of Award that its Bid has been accepted. SAI will also send to the successful Applicant, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Applicant and SAI shall discuss and enter into a mutually agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Applicant and shall not have terms and conditions more onerous on the Service Provider than those contained in the RFP.
- 27.2. The failure of SAI and the successful Applicant to agree to the terms and conditions of the Service 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 Applicant or call for fresh proposals.
- 27.3. Upon the successful signing of the Service Agreement by the Successful Applicant(s) and SAI, and furnishing the Security Deposit, SAI will promptly notify the name of the winning/successful Applicant(s) to each unsuccessful Applicant.

- 27.4. Term of the Service Agreement: The Service Agreement shall commence on the date of its execution of the Service Agreement and shall be valid up to the conclusion of the Term.

28. Security Deposit

- 28.1. In order to ensure the due performance of the awarded contract, the Service Provider/Successful Applicant shall, before entering into the Service Agreement with SAI, furnish an irrevocable bank guarantee for an amount of three times the consolidated per month Monthly Fee as a Security Deposit.

- 28.2. The Security Deposit in the form of Bank Guarantee or other valid formats like Fixed Deposit/Demand Draft/ NEFT Transfer shall be drawn from any Scheduled Bank drawn in the favour of below account details, payable at New Delhi and is to be deposited in the office at Sports Authority of India (SAI) Gate No 10, JN Stadium New Delhi 110003 and/or intimated to the office through mail.

Secretary SAI

Union Bank of India Account No: 108510011000101

IFSC No. UBIN0810851

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 Applicant. No interest will be payable on the Performance Security by SAI.
- 28.5. In the event of any failure/any breach or violation on the part of the Successful Applicant, 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 Applicant that its Bid has been accepted, the successful Applicant shall have to sign the contract/service agreement with relevant document as mentioned in this Document, within maximum 14 days from notification. 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 INR 500 per day shall be imposed. In case delay period goes beyond 14 days, the engagement may be terminated by SAI and the Applicant may be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years.

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 Applicant 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 Applicant to put pressure of any kind, may disqualify the Applicant for the present RFP and the Applicant 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 Applicant at its own discretion without assigning any reason thereof.
- 30.5. Any default by the Applicants 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 Applicants. 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 Applicant.
- 30.7. In case the Applicant 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. Any attempt by Applicant to bring pressure towards SAI's decision making process, such Applicant shall be disqualified for participation in the present RFP and those Applicants may be liable to be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 30.9. Printed/written conditions mentioned in the RFP bids submitted by Applicant will disqualify them and will not be binding on SAI.
- 30.10. Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/incorrect, the total bid shall be summarily rejected and no correspondence on the same, shall be entertained. SAI will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.

- 30.11. Only those Applicants, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document, shall be short-listed for further evaluation.
- 30.12. It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to debarring from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 30.13. Applicants are requested to share information which is true and based some tangible proofs.

31. Handover

- 31.1. The selected Applicant shall prepare a handover policy which shall be approved by SAI.
- 31.2. The handover shall be done by SAI at the end of the contract as per the policy document and other remedial changes required if any at the end of the contract period with the approval of Purchaser.
- 31.3. Handover shall include all the facilities related to six (06) squash courts at MDCNS.
- 31.4. Non-compliance may lead to forfeit of due payments and Performance Security/Bank Guarantee, and other necessary action as may deem fit to Purchaser.

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 Applicant 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.
- 32.2. SAI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- 32.3. The Applicant declares that all the information provided is truthful information without concealment of any facts. In case, at any stage, it is found that any information given by the Applicant is false / frivolous/misleading/incorrect / concealed, then SAI shall have the absolute right to take any action as deemed fit including but not limited to dropping the Applicant from consideration for award

of work and/or debarment/blacklisting etc. Without incurring any liability to the affected Applicant(s) on the ground of SAI/SAI/MYAS's action.

- 32.4. The Applicant declares that no effort has been used by the Applicant to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing. Such an effort shall result in non-consideration / rejection of its Bid.

33. Indemnifications and Liabilities

- 33.1. The Applicant shall fully indemnify, hold harmless and defend MYAS/ SAI and its Officers/Employees/Agents/Stockholders/Affiliates from MDCNS 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 Applicant contained in the RFP,
 - ii. Any breach or violation of any covenant or other obligation or duty of the Applicant under this RFP.SAI accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.
- 33.2. SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Applicant (s) on the ground of SAI action.
- 33.3. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SAI or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Applicant and SAI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Applicant in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.
- 33.4. The Successful Applicant 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.
- 33.5. The Successful Applicant 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 Applicant'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 Applicant.

33.6. The Successful Applicant 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.

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

34. Termination

34.1. Either Party may terminate this Agreement with immediate effect by serving prior written notice 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 (ix) 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 Applicant/Agency, The Coach/Agency will have no right to claim any compensation.

- i. If the Agency 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 Agency becomes insolvent or bankrupt.
- iii. If the Agency, in the judgment of SAI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- iv. If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- v. If SAI, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. In such an occurrence SAI shall give a not less than sixty (60) days written notice of termination to the Agency.
- vi. If the Agency fails to comply with any final decision reached as a result of arbitration proceedings.
- vii. If the Agency does not remedy a failure in the performance of their obligations under the Contract, even after repeated written warnings.
- viii. If any information provided by the Agency in the RFP submission is found to be false later on.
- ix. If the Agency creates any encumbrance on the Project Site/Project Facility

34.3. By Service Provider

The Agency may terminate this Contract, by not less than thirty (30) 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 Applicant 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 agreement / RFP.
- iv. If the Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. In such an occurrence the Agency 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 Applicant and not involving the Successful Applicant'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 Applicant shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Applicant 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 Applicant shall promptly notify SAI, New Delhi in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by SAI, New Delhi in writing, the Successful Applicant 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, New Delhi is unable to fulfill its contractual commitment and responsibility, SAI, New Delhi will notify the Successful Applicant 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, 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 service provider.

36. Dispute Settlement Mechanism

- 36.1. All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. SAI and the Successful Applicant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 36.2. If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either SAI, New Delhi or the Successful Applicant may give notice to the other party of its intention to commence arbitration, as per the Arbitration and Conciliation Act, 1996, as amended, the rules there under and any statutory modifications or re-enactments thereof and the award of such Arbitration Tribunal shall be enforceable before Indian courts only. The award of the Arbitrator will be final and binding on the parties to the Contract.
- 36.3. Venue of Arbitration will be Delhi/ New Delhi. The Arbitration proceedings will be conducted in English Language.
- 36.4. Each party shall bear its own cost of preparing and presenting its own case (including all fees and other expenses), unless otherwise awarded by the sole arbitrator.
- 36.5. 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.
- 36.6. All matters connected with this shall be governed by the Indian laws both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the Court of competent jurisdiction at Delhi/ New Delhi.

37. Applicable Law

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

38. Reserved Rights

- 38.1. SAI reserves the right to;
- i. Accept/reject any of the RFP clause in full or part without assigning any reason thereof.
 - ii. Revise the requirement at a later stage as and when required.

- iii. Amend, modify, relax or waive/delete any of the conditions/ scope of work stipulated in the RFP wherever deemed necessary, even after award of work.
- 38.2. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished from the documents submitted by the Applicant in response to this RFP or at any later stage, or in the event of any contravention by the Applicant of any condition or criterion stipulated, SAI shall terminate or cancel the appointment / engagement of the Applicant, and nothing shall be payable or be paid by SAI to the Applicant as compensation/damages or penalty;
- 38.3. SAI will not be liable for any costs, damages or losses incurred by any Applicant participating in this RFP, if SAI decides to cancel the RFP process or for any reason whatsoever.
- 38.4. The Applicant shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal or costs incurred for providing any additional information required by SAI to facilitate the evaluation process.
- 38.5. The submission of a response to this RFP by any Applicant confirms the Applicant's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Applicant 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. Applicants 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 to es-sai@gov.in. No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFP.

39. Corrupt or Fraudulent Practices

- 39.1. It is required by all concerned namely the Applicants/Successful Applicants 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 Applicant recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;

- ii. Will declare a firm 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 firm has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.
- 39.2. SAI reserves the right not to conclude the Contract 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 Applicant. In addition, Bid Security/Performance Security (as the case may be) deposited by the Applicant shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

40. Confidentiality

- 40.1. The Applicant agrees and acknowledges that this RFP is confidential and the Applicant, 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 Applicant. The undue use by any Applicant of confidential information related to the Bid process may, at the sole discretion of SAI, result in the rejection of its Bid. The Applicant shall further ensure that such financial and legal advisors or any other employees, representatives of the Applicant maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.
- 40.2. The Applicant is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The Applicant 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 Applicant and SAI. This requirement is also intended to prohibit the Applicant 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 Applicant without the prior written approval of SAI. The Applicant 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 Applicant agrees to return promptly all information obtained from or on behalf of SAI or any copies thereof to SAI. The Applicant 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 Applicant 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 Monthly Fee agreed as part of this contract shall be inclusive of statutory taxes, duties, cess and levies in India during the contractual

period except GST which will be paid extra by the Agency, at the rate applicable on the date of invoicing.

Annexure I: Instructions For Online Bid Submission

1. The Applicants 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 Applicants 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. Applicants are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app>) by clicking on the link 'Online Applicant Enrolment' on the CPP Portal which is free of charge.
 - ii. As part of the enrolment process, the Applicants will be required to choose a unique username and assign password for their accounts.
 - iii. Applicants 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 Applicants 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 an Applicant. Please note that the Applicants are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
 - vi. Applicant 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 Applicants 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 Applicants 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 Applicants 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 Applicants through SMS / e-mail in case there is any corrigendum issued to the tender document.

- iii. The Applicant 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.

4. PREPARATION OF BIDS

- i. Applicant should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
- ii. Applicant should 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. Applicant, 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 Applicants. Applicants 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. Applicant 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. Applicant will be responsible for any delay due to other issues.
- ii. The Applicant has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- iii. Applicant has to select the payment option as ‘offline’ to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. Applicant should prepare the Bid Security as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- v. The server time (which is displayed on the Applicants’ dashboard) will be considered as

the standard time for referencing the deadlines for submission on the bids by the Applicants, opening of bids etc. The Applicants should follow this time during bid submission.

- vi. All the documents being submitted by the Applicants 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 APPLICANTS

- 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. Foreign Applicant can get help at +91-7878007972, +91-7878007973.

Appendix

Form1: Letter of Proposal

(On Applicant's letterhead)

(Date and Reference)

To,

Deputy Director, Equipment Support Division
Sports Authority of India (Head office),
Room No.115, Jawaharlal Nehru Stadium, Gate no. 10
Lodhi Road, Delhi, India.
New Delhi-110003

Sub: Engagement of a Service Provider for Operating Squash Courts at Major Dhyan Chand National Stadium

Dear Sir,

1. With reference to the RFP dated _____ for the above captioned project, and clarification issued by SAI, New Delhi 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 Service Provider/ Agency for Operating Squash Courts at Major Dhyan Chand National Stadium (MDCNS)' as per terms mentioned in this RFP.
2. 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.
3. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
4. I/We shall make available to SAI, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. 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.
6. I/We agree to keep our Bid valid for acceptance for 180 (One Hundred and 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.
7. I/We certify that in the last three years, we or any of our Associates 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 Applicant, 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.
8. 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 Applicant without incurring any liability to the Applicants.

9. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
10. 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.
11. 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.
12. It is certified that the Applicant 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)
13. I/We hereby further declare that the SAI approved player category(ies) wherein the special fee shall be applicable shall be charged a monthly fee of Rs. _____ (Exclusive of taxes) for the first year of contract period and the monthly fee shall be increased by 5% every year and shall be charged for ___ % of the total players in the month.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

Form 2: Particulars of the Applicant

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/ Assigned Coach | Attach annexure if required and list the same here. |
| 10 | Qualification of Coach / Assigned Coach | |
| 12 | Proposed Trainer/ Trainee Ratio | |
| 13 | Proposed Training Aids/ Equipment to be provided | |

Date:
Place:

Full name and signature of applicant

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 & Qualification Form

A. Eligibly Criteria:

| # | Eligibility Conditions | Documentary proof to be submitted | Compliance - Please mark (✓) | Reference Page No. of Proposal – Documentary Proof |
|---|---|--|------------------------------|--|
| 1 | The Bidder/ Service Provider shall be a legal entity registered in India under the relevant laws for at least 5 years as on proposal due date. | A copy of registration certificate duly attested by authorized signatory. Consortium/ Subcontracting is not allowed | | |
| 2 | The Bidder/ Service Provider should have prior 05 years experience in successfully running a Academy/Project related to sports coaching on proposal due date. | This must be demonstrated by providing project details and Work Orders or Copy of License issued by Municipal body/Local body or any other statutory Authority OR Registration document of the entity, if operated by its own. | | |
| 3 | The Bidder/ Service Provider must have a minimum average annual turnover of Rs. 15,00,000/- (Rupees Fifteen lakh only) from Coaching services in the last 3 (three) financial years (i.e. FY 2018-19, 2019-20 and 2020-21). | Certificate attested by a Chartered Accountant indicating the annual average turnover out of the coaching services. | | |
| 4 | The Bidder/ Service Provider should provide valid PAN and GSTIN | Submit copy of PAN and GSTIN certificates | | |
| 5 | DECLARATION As per GFR Clause 144 (xi) added vide DoE order dated 23.07.2020: Any bidder from a country which shares a land | Declaration as per New GFR Clause, 144 (xi) 'I have read the clause regarding restrictions on procurement from a bidder of a country | | |

| | | | | |
|--|--|--|--|--|
| | 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. | 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. | | |
|--|--|--|--|--|

B. Technical Qualification Criteria:

| Category | Qualification Criteria for service Provider / Agencies | Compliance /Response by Applicant | Reference Page No. of Proposal – Documentary Proof |
|---|---|-----------------------------------|--|
| Years of Experience in Sports Coaching | Years of experience of coaching/ coaching academy / managing sports facilities for any sport <ul style="list-style-type: none"> • Within 5 years of total experience: 0 Marks • 5 - < 7 years of total experience: 8 Marks • 7 - 10 years of total experience: 15Marks • More than 10 years of total experience: 20Marks | | |
| Specific Experience | Years of experience of coaching/coaching academy/ managing sports facilities for squash sport <ul style="list-style-type: none"> • Less than 1 year of experience: 0 Marks • 1 - <2 years of total experience: 5 Marks • 2 - 5 years of total experience: 10Marks • More than 5 years of total experience : 15 marks | | |
| Turnover | Total Turnover from Sports Activities in last 3 financial years <ul style="list-style-type: none"> • Rs. 15 Lakh – Rs. 20 Lakh (Marks: 5) • Rs. 21 Lakh – Rs. 30 Lakh (Marks: 10) • More than Rs. 30 Lakh (Marks:15) | | |
| Technical Qualification of Assigned or Head Coach | International diploma certification in squash of head or assigned coach for providing coaching <ul style="list-style-type: none"> • Level 2 (Marks : 10) • Level 3 (Marks : 15) <p><i>*The head or assigned coach shall be responsible for imparting and supervising coaching of players/trainees on</i></p> | | |

| | | | |
|--|---|--|--|
| | <i>a regular basis.</i> | | |
| Technical Certificate | Any Facility of Service Provider or its Academy accredited under Khelo India/ Government Accredited/recognized by state association or National Sports Federation in Squash (Marks: 10) | | |
| Special Fee | Special Fee Per Player Per Month* <ul style="list-style-type: none"> • Less than Rs. 3000 (10 Marks) • Rs. 3,000 - <Rs. 4000 (8 Marks) • Rs. 4,000- < Rs. 5000 (5 Marks) (Marks: 10) *To be indicated in Bid Submission form *To be limited for 50% of the expected trainees. | | |
| % of Players qualified for Special Fee | Beyond 50% of Players included under special fee at the discretion of the service provider: <ul style="list-style-type: none"> • More than 50% - < 60% (Marks:3) • More than 60% (Marks: 5) (Marks: 5) | | |
| Technical Presentation | Technical Presentation on General Methodology for operating the Squash Court (Mark: 10) | | |

1. Experience of Coaching: Total number of years of experience of coaching

| S. No. | Designation | Name of institute/ Complex/Stadium | Sports | From | To | Total Experience in Years |
|--------|-------------|------------------------------------|--------|------|----|---------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

Note: Please attach documentary proofs

2. 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 Applicant has been convicted / held guilty by any court or Authority in this behalf- Please mark (✓)

Yes: No:

I do hereby declare that all statements made in this application 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 application is liable to be cancelled / rejected at any stage of selection.

| | |
|--------|------------|
| Place: | Signature: |
| Date: | Name: |

Form 4: Financial Proposal
As per BOQ Uploaded in CPP Portal

Financial Proposal Submission Form

The format for uploading the price bid that will be uploaded in the CPP Portal. And the price bid .xls format should be uploaded only in designated section in Portal.

[Location, Date]

FROM: (Name of Applicant)

To,
Deputy Director, Equipment Support Division
Sports Authority of India (Head office),
Room No.115, Jawaharlal Nehru Stadium, Gate no. 10
Lodhi Road, Delhi, India.
New Delhi-110003

Sub: Financial Proposal/Bid to Engage Service Provider for Operating Squash Courts at Major Dhyan Chand National Stadium

Dear Sir/Madam,

We, the undersigned, offer to provide the services for the above in accordance with your RFP dated_____.

Our Proposed Bid as Monthly Fee exclusive of taxes shall be Rs. _____/- (Rupees _____in words).

We understand that the client reserves the right to negotiate the Financial Bid.

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e. 180 days from the date of submission of the Bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand you are not bound to accept any Bid you receive. Yours sincerely,

Signature:

Name and title of Signatory:

Name & address of the Applicant

Form 5: Bid Securing Declaration Form

Date: _____

Tender No. _____

To
Deputy Director, Equipment Support Division
Sports Authority of India (Head office),
Room No.115, Jawaharlal Nehru Stadium, Gate no. 10
Lodhi Road, Delhi, India.
New Delhi-110003

Dear Sir/ Madam:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification, if I am / we are in a breach of any obligation under the bid conditions as below:

- a) withdraws/modifies/amends the submitted bid against this tender, impairs or derogates from the tender, during the period of bid validity specified in this tender.; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) Fail or refuse to execute the contract, or
 - (ii) Fail or refuse to furnish the Performance Security, in accordance with the terms of this tender document.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Applicant or upon

- (i) The receipt of your notification of the name of the successful Applicant and submission of required Performance Security, in accordance with the terms of this tender document;
or
- (ii) Thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of: (insert legal capacity of person signing the Bid Securing Declaration)
Dated on _____ day of (insert date of signing)

Corporate Seal (where appropriate)

Form 6: Bank Guarantee Form for Security Deposit

To,
Deputy Director, Equipment Support Division
Sports Authority of India (Head office),
Room No.115, Jawaharlal Nehru Stadium, Gate no. 10
Lodhi Road, Delhi, India.
New Delhi-110003

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