

SECTION I**Sports Authority of India****(Infrastructure Division)****Jawaharlal Nehru Stadium Complex****Gate No. 10, Lodhi Road, New Delhi-110003****Telephone: +91 – 11 – 24362709, 24361859 E-mail: infradivisionsai@gmail.com****Website: <http://sportsauthorityofindia.nic.in/> & <http://eprocure.gov.in/eprocure/app>**

RFP No.: 33(7)/Infra. /SAI/Empanelment/2016

Date: 07.08.2018

NOTICE OF REQUEST FOR PROPOSAL (RFP)**For ENGAGEMENT OF GOVT. AGENCY / PSU**

Sports Authority of India, for and on behalf of the Director General, Sports Authority of India, invite On-line proposals from technically and financially competent Govt. Agencies/PSUs capable to undertake Civil & Electrical works for Development of playfields, in different Govt. schools in Rajasthan on PMC charge basis.

CRITICAL DATE SHEET

| | | |
|---|---------------------------------|-------------------|
| Published Date | 08.08.2018 | (10:00 AM) |
| RFP Download | 08.08.2018 | (10:30 AM) |
| Clarification Start Date | 08.08.2018 | (12:00 AM) |
| Clarification End Date | 16.08.2018 | (06:00 PM) |
| Submission Start Date | 18.08.2018 | (10:00 AM) |
| Proposal/Bid Submission End Date | 23.08.2018 | (02:00 PM) |
| Technical Bid Opening Date | 24.08.2018 | (03:00 PM) |
| Financial Bid Opening Date | To be intimated later on | |

- Agencies may also download the RFP document from the website- www.sportsauthorityofindia.nic.in & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app> Agencies may ensure that their proposals, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>. Also, hard copy of Technical bid may be submitted at SAI, HO (Infra. Division) as per bid opening program.
- Non-binding proposals shall be submitted indicating the PMC charge and other terms and conditions online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. intending agencies are advised to follow the instructions provided in the 'Instructions to the Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
- Agencies who have downloaded the RFP document from the Central Public Procurement Portal (CPMP) website <http://eprocure.gov.in/eprocure/app> and SAI website www.sportsauthorityofindia.nic.in **shall not tamper/modify the document in any manner**. In case the same is found to be tempered modified in any manner, application will be completely rejected.

5. Intending agencies are advised to visit again CPPP website <http://eprocure.gov.in/eprocure/app> and SAI website www.sportsauthorityofindia.nic.in at least 03 days prior to closing date of submission of Bid for any corrigendum/addendum/amendment.

(Sanjiv Baranwal)

Director (Infra)

For and on behalf of

Director General, Sports Authority of India.

Copy to:-

- 1. ED (Finance).**
- 2. PA to Secretary, SAI.**
- 3. AD(Media) - for uploading the IFB on SAI website and CPP Portal.**
- 4. As per list of known Agencies.**

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SECTION – II**INSTRUCTIONS TO BIDDERS (ITB)****A. PREAMBLE****1. Introduction**

- 1.1 Sports today is an integral part of the all round development of the human personality and achieving excellence in sports has great bearing on national prestige and morale. In order to meet the increasing demands of the changing scenario, national as well as international, Government has taken it upon itself to implement programs to promote excellence in sports. At the forefront of the efforts stand the Sports Authority of India (SAI) an autonomous organisation which is a society registered under Societies Registration Act 1860. The Authority is institutionally funded and controlled by Department of Sports, Government of India. Through its sports promotional schemes, SAI supports and nurtures talent in youth, and provides them with requisite infrastructure, equipment, coaching facilities and competition exposure.
- 1.2 The Sports Authority of India (SAI) was established by the Govt. in 1984 and presently primarily has the mandate to achieve excellence at the national and international level.

3. Aims and Objectives

- 3.1 Request for Proposal are invited for engagement of Central/ State Public Sector undertakings set up by the Centre or State Govt. to carry out Civil or Electrical work or any Central/State Govt. Orgs./PSU which may be notified by the Ministry of Urban Development for such purpose which can undertake Civil or Electrical works for Development of playfields in different Govt. Schools in Rajasthan. The eligible agencies are required to provide the services as per scope of work given under clause 4.0 below.

4. Scope of work

- The scope of work on part of the AGENCY shall include the services as may be assigned by the SAI and in general shall include the following:
- 4.1 Providing all engineering services on turnkey basis for creating desired infrastructure. The services will include Surveying, Preparation of Master Plan, Tendering, Execution, Supervision, Quality Control, maintenance etc.
- 4.2 To obtain approval of SAI for the conceptual plan/s of project.
- 4.3 Preparation of layout and detailed Architectural/Structural designs and drawings of buildings, plumbing, sanitary, water supply, electrical services, landscaping etc. as per requirement and submission to concerned, local bodies, where ever necessary and to obtain their approval if required.
- 4.4 Complete construction of projects through contractors/vendors for work and supply of materials and labour or both, by way of time scheduling, monitoring, supervision, quality assurance/control, accounting etc.
- 4.5 Co-ordination with all other agencies, local authorities/bodies for implementation of project as per requirement of site conditions and local bye-laws.
- 4.6 After completion, handing over the project to SAI in complete and good shape between SAI and the Agency along with a hard copy and soft copy of full set of completed drawings.
- 4.7 The list of the playfields to be created as per above scope of work with tentative cost is given below:

| SI.NO. | Name and Address Schools | Estimates Cost Rs In Lakh |
|--------|---|---------------------------|
| i. | Govt Sr. Sec.School-Chandwaji, District Jaipur | 52.05 |
| li | Govt Sr. Sec.School-Jaloo, District Jaipur | 52.05 |
| iii | Govt Sr. Sec.School-Sundarpura, District Jaipur | 52.05 |
| iv | Govt Sr. Sec.School-Narehera, District Jaipur | 52.05 |
| v | Govt Sr. Sec.School-Dewta, District Jaipur | 52.05 |
| vi | Govt Sr. Sec.School-Viratnagar District Jaipur | 52.05 |
| vii | Govt Sr. Sec.School-Paota District Jaipur | 52.05 |
| viii | Govt Sr. Sec.School-Gathwari, District Jaipur | 52.05 |
| ix | Govt Sr. Sec.School-Aandhi, District Jaipur | 52.05 |
| x | Govt Sr. Sec.School-Renwal, District Jaipur | 52.05 |
| xi | Govt Sr. Sec.School-Sambhar Lake, District Jaipur | 52.05 |
| xii | Govt Sr. Sec.School-Khejroli, District Jaipur | 52.05 |
| xiii | Govt Sr. Sec.School-Manoharpur, District Jaipur | 52.05 |
| xiv | Govt Sr. Sec.School-Bhambhori, District Jaipur | 52.05 |
| xv | Govt Sr. Sec.School-Jobner, District Jaipur | 52.05 |
| xvi | Govt Sr. Sec.School-Narayanpur, District Jaipur | 52.05 |
| xvii | Govt Sr. Sec.School-Rampur, District Jaipur | 52.05 |

5. Bidders are requested to submit non binding Proposal indicating the Project Management & Consultancy Charges and other terms and conditions for providing the services as mentioned above.
6. The Proposal/Bids will be scrutinized by the expert committee for follow up action.

B. BIDDING DOCUMENTS

7. Content of Bidding Documents

In addition to Section I – “Invitation for Online RFP”, the Bidding Documents includes:

- Section II – Instructions to Bidders (ITB)
- Section III – Eligibility Criteria & Performance Statement
- Section IV – Bidding Forms
- Section V – Price Bid
- Section VI – General Conditions of Contract (GCC)
- Section VII – Contract Forms

8. Amendments to Bidding Documents

- 8.1 At any time prior to the deadline for submission of Bids, the SAI may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 8.2 Such an amendment to the Bidding documents will be uploaded on SAI website: <http://sportsauthorityofindia.nic.in> and CPP Portal of Government of India i.e. <http://eprocure.gov.in/eprocure/app> only.

C. PREPARATION OF BIDS

9. Documents to be submitted by the Applicants/Bidder for RFP.

- 9.1 The bid are invited on Two Bid System i.e. Technical Bid and Price Bid prepared by Bidder shall comprise the following Bidder are requested to upload on-line following documents in PDF format.
 - 9.1. A. **Technical Bid:**
 - i. Scanned copy of documents showing that the interested agency is qualified in the field of projects mentioned herein above in terms of Rule 133 (iii) of GFR 2017 (Brochures, description of similar assignments, experience in similar conditions, availability of appropriate skills among staff etc.).(Ref. Section- III A (1).

- ii. Scanned copy of CA Certificate showing the net profit earned by the agency in last three years after deductions of all taxes and overheads also certifying that Co. is in net profit for the last 03 years. (Ref. Section III A (2))

9.1 B. Price Bid :

- i. Price Bid duly filled up with required details as per Section-V.

10. General

- 10.1 It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents.
- 10.2 All pages of the Bid should be page numbered and indexed.
- 10.3 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- 10.4 A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 10.5 All payments will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV along with their offers, if not already executed in SAI. Contract will not be issued without NEFT Mandate Form.
- 10.6 All the expenditure incurred in preparation/submission/presentation of this RFP shall be borne by participating agencies.
- 10.7 Participation in this RFP does not guarantee any association with SAI unless notified in writing.

11. PMC Charges

The PMC charges quoted by the Agency/Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

12. Bid Validity

- 12.1 The Bid shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of Bid opening prescribed in the RFP Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 12.2 In exceptional cases, the Bidders may be requested by the SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their Bid.

13. Signing of Bid

- 13.1 The Agency/Bidders shall submit their Bids as per the instructions contained in ITB Clause 9.
- 13.2 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract and upload in PDF format.
- 13.3 The bid shall be duly signed at the appropriate place as indicated in the RFP Documents and all other pages of the document. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.
- 13.4 Bidding Document seeks proposal/bid in two part system. First part will be known as '**Technical Bid**', and the **second part 'Price/Financial Bid'** as specified in clause – 7 of ITB.
- 13.5 Authorized Signatory/Signing of Tender:
Individual signing the proposal or other documents connected with contract must specify the capacity in which the RFP documents are signed.

D. SUBMISSION OF BIDS

14. Submission of Bids

Bids have been invited on-line and bidder should submit their bid as per instructions given for submission of On-line bids under Section II-B.

E. BID OPENING

15. Opening of Bids

- 15.1 SAI will open the Bids at the specified date and time and at the specified place as indicated in the RFP in Section-I.
- 15.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time and place on the next working day.
- 15.3 Authorized representatives of the Agency/Bidder, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders acknowledgement letter of bid submission at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- 15.4 Bids will be opened at the prescribed time and date as indicated in RFP Critical Date Sheet. The bids shall be scrutinized and evaluated by SAI with reference to parameters prescribed in the RFP Document. During the Bid opening, the Bid opening official (s) will read the salient features of the proposal/bids like terms and conditions and PMC charges.

F. SCRUTINY AND EVALUATION OF BIDS

16. Preliminary Scrutiny of Bids

- 16.1 The 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.
- 16.2 Prior to the evaluation of Price Bids, the SAI will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which meets the Eligibility Criteria and conforms to all the terms and conditions of the RFP Document. However minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, the SAI may waive the same at his discretion.
- 16.3 If a proposal/bid is not substantially responsive, it will be rejected by SAI.

17. Eligibility Criteria

- 17.1 As per Section-III (A).
- 17.2 The Agency/Bidders may submit their non-binding proposal/bid for providing required services as per Clause 4 of Scope of Work hereof relating to infrastructure works.

18. Comparison of Bids and Award Criteria.

- 18.1 Ranking will be done as per the PMC Charges quoted by bidders /Agency quoting lowest PMC charges which meets the Eligibility Criteria and submits required documents while accepting terms and conditions of RFP. The Agencies may consider reducing the PMC charges (full or part) by meeting the same from its Corporate Social Responsibility (CSR) Funds. In case same PMC charges are quoted by more than one agency, engagement will be considered on the basis of financial strength i.e higher average Annual Turn Over of last 03 financial years.

G. AWARD OF CONTRACT

19. SAI's Right to accept any Bid and to reject any or all Bids.

- 19.1 SAI reserves the right to accept in part or in full any Bid, or reject any or more Bid(s) without assigning any reason or to cancel the Biding process and reject all Bids at any time prior to Empanelment, without incurring any liability, whatsoever to the affected Bidder or Bidders.

20. Notification of Empanelment/Execution of Memorandum of Agreement.

- 20.1 SAI will notify the successful Bidder(s) in writing, by registered/speed post or by fax/email etc. that its Bid for the work, which have been selected by it has been accepted, indicating essential details such as PMC charges.

20.2 The successful bidder must execute Memorandum of Agreement on non-judicial stamp paper of Rs. 100/- within fifteen days from the date of issue of Notification of Empanelment and start the work from the date of signing of contract agreement.

21. Corrupt or Fraudulent Practices.

It is required by all concerned to observe the highest standard of ethics during the bidding process and execution of such contracts. In pursuance of this policy, SAI/SAI: -

- (a) will reject a proposal for Empanelment if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- (b) will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/deliberate negligence in executing the contract.
- (c) SAI reserves the right not to conclude 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 Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

SECTION-II-B

Instructions for Online Bid Submission

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

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

2. REGISTRATION

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

3. SEARCHING FOR TENDER DOCUMENTS

- (i). There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- (ii). Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (iii). The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

4. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

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

6. ASSISTANCE TO BIDDERS

- (i) Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any query relating to the process of online bid submission or query 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.

SECTION – III**(A) ELIGIBILITY CRITERIA & PERFORMANCE STATEMENT****Bid Reference No.: 33(7)/Infra. /SAI/Empanelment/2016**

| | |
|----|--|
| 1. | The bidder/Agency should be a Public Sector Undertaking set up by the Centre or State Govt. to carryout Civil & Electrical works or any Central/State Govt. Organisation/PSU which may be notified by the Ministry of Urban Development for such purpose. Relevant supporting documents may be furnished. |
| 2. | The bidder/Agency should be a profit making co. during the past 03 years i.e. 2015-16, 2016-17 & 2017-18. A Certificate from Chartered Accountant containing the net profit and Annual Turn Over for past 03 years year wise may be enclosed. |

02. In support of above, the Bidder shall furnish the required documents, Performance Statement is to be as per Pro-forma in Section-III 'B'.

SECTION- III**(B) PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last three years)

Bid Reference No. : _____

Date of opening : _____

Name and address of the Bidder : _____

Details of orders received

| Work Order placed by (full address of Client) | Order number and date | Description of work awarded | Total value of work | Date of completion of Work | Remarks indicating reasons for delay if any |
|--|-----------------------------|--------------------------------|------------------------|----------------------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |

Signature and seal of the Bidder

Note:-

SAI reserves the right to ask the Bidder to furnish Order copies and Satisfactory Completion Certificate from SAI in respect of above

SECTION- IV**(A) BID SUBMISSION FORM**

Date: _____

To

Director (Infra)
Sports Authority of India
Jawaharlal Nehru Stadium Complex,
Gate No.10, Lodhi Road,
New Delhi-110003

Ref.: Your RFP Document No. _____ dated _____

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No. _____, dated _____ (*if any*), the receipt of which is hereby confirmed. We hereby submit our proposal in conformity with your above referred document for the PMC charges in the Price Bid, attached herewith and made part of this Bid.

We agree to keep our Bid valid for acceptance for 90 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.

We agree to all terms and conditions of General Conditions of Contract as per Section - VI.

We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any.

[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of Messrs _____

SECTION – IV**(B) NEFT MANDATE FORM**

From: M/s.

Date:

To,

Executive Director (Finance)
Sports Authority of India**Sub: NEFT PAYMENTS**

We refer to the NEFT being set up by SAI. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

| | |
|-------------------------------------|--|
| Name of City | |
| Bank Code No. | |
| Bank 's Name | |
| Branch Address | |
| Branch Telephone / Fax no. | |
| Supplier's Account No. | |
| Type of Account | |
| IFSC code for NEFT | |
| IFSC code for RTGS | |
| Bidder's Name as per Account | |
| Telephone No. of Bidder | |
| Bidder's E-mail ID | |

 [Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the Bidder]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

SECTION – V**Price Bid**

We hereby submit our quotation for PMC Charges exclusive of GST.

| S. No. | Name of work | State/Region Covered | PMC Charge | | Remarks |
|--------|---|----------------------|-------------|------------|---------|
| | | | (In Figure) | (In Words) | |
| 1. | Development of playfields in different Govt. School in Rajasthan (Ref. Section II clause 4.7) | Rajasthan | | | |

GST will be paid as applicable.

DECLARATION

1. The information given in the Price bid by the undersigned are correct.
2. We hereby undertake to execute the Work Order awarded during the validity of Agreement.

Signature of the Bidder _____

Designation _____

Name _____

Company Name and Address _____

(With Seal) _____

Telephone No.(Office) _____

(Fax No.) _____

(Mobile No.) _____

SECTION - VI
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

The General Conditions of Contract incorporated in this section shall be applicable for engagement to the extent the same is not superseded by Price Bid under Section V of this document. Memorandum of Agreement concluded as a result of this RFP shall be governed by the Terms and conditions and other relevant instructions as contained in the RFP.

2. The works specified under Clause 4.7 of section II shall be completed within two months from the date of release of funds.
- 2.1 The Agency shall promptly correct all work rejected by SAI if such work does not meet the acceptance criteria. The Agency shall bear all costs of correcting any non-conforming work.
- 2.2 The Agency shall regularly apprise SAI of the manner and means used by Agency to perform the Services desired by SAI. The Agency shall exercise highest degree of professional skill and expertise.

3. METHODOLOGY OF CONSTRUCTION AND MANAGEMENT

- 3.1 After getting award of work from SAI, the AGENCY will plan and carry out the project as per the scope of work under clause 4 above. SAI shall constitute a 'Project Management Group' for all major decision making activities of the Project and also nominate one of his authorized representatives for day-to-day co-ordination with the AGENCY to ensure smooth progress of work.
- 3.2 The AGENCY shall submit the Site Plan and Architectural drawings for approval of SAI, along with time schedule to SAI within two weeks for effective monitoring of the project.
- 3.3 The Tenders for execution of works shall be invited and finalized by the AGENCY as per laid down Govt guidelines and their approved departmental procedures. SAI will not be responsible for any procedural lapse in the tendering procedure of the AGENCY.
- 3.4 The work shall be executed by the AGENCY as per relevant Indian Standard Codes and National Building Code as applicable.
- 3.5 The quality assurance and control shall be ensured by the AGENCY in all respects including mandatory tests on all materials and performance tests of complete items of works, as may be applicable. The requisite supervisory staff and engineers shall be provided at the site of work for effective supervision and quality assurance work.
- 3.6 The AGENCY shall be responsible for the consequential effects arising out of the inspection of the project by the CTE Cell of CVC during the progress or any time after the construction of project and shall take appropriate action for rectification of defective work at the risk and cost of AGENCY and for recoveries to be credited to SAI. The same will apply for the defects pointed out by SAI through its authorized representative/Officer.

4. PROCEDURE FOR HANDING/TAKING OVER

- 2.1.1 The AGENCY shall be responsible for structural soundness of the project in all respects and a certificate there on shall be furnished by them to SAI after the completion of work as under:

It is certified that all prescribed Quality control measures had been ensured in the execution of the Project as given in Clause 4.7 of section 2 of tender documents and infrastructure created is structurally sound and complies with relevant Indian Standard Codes and National Building Code as applicable

- 2.1.2 Two sets of final completed drawings of project (Architectural and Structural) and detailed layout plans of all services shall be prepared by AGENCY and handed over to SAI after completion of the Project along with a Soft copy of all documents.
- 2.1.3 AGENCY shall prepare a list of inventories that can be counted and is visible. These inventories shall be checked and taken over by SAI through its authorized representative. Taking over the assets does not absolve the agency of its responsibility of quality of work executed and rectification of defects at a later stage.
- 2.2 AGENCY will make its own arrangement for the site office for their executive staff to supervise the execution and subsequent maintenance period. The cost is deemed to be included in the estimate.

3. **TERMS OF PAYMENT AND MAINTENANCE/ACCOUNTS**

- 3.1 The project shall be executed as a Deposit work and AGENCY shall be paid PMC Charges as quoted & Accepted as 'Project Management Consultancy'/Agency charges over the actual cost of project. GST as per actual is to be paid extra. TDS shall be deducted while making the payments.
- 3.2 On signing of the MOU, SAI will release to executing agency 1st instalment of estimated cost as interest free initial advance, which shall be 33- 1/3% against submission of a corporate guarantee of equivalent amount this advance shall be retained till the last portion of the work. The executing agency shall submit the Utilization Certificate to SAI in the accounting Performa of GFR so that next instalment of 33-1/3% could be released.
- 3.3 On completion of the project, within three months, the **AGENCY** shall submit the final bill of accounts duly certified and audited for final adjustment of advances and settlement of final accounts of the project.

4. **ACTUAL COST SHALL INCLUDE THE FOLLOWING**

- 4.1 All fees / charges paid / payable to the Architectural and Structural Consultant.
- 4.2 The Cost of soil, geo-technical investigation and actual laboratory charges for testing of any materials, manufactured or built items.
- 4.3 The cost of all works and supplies carried out by the contractors and suppliers employed by the AGENCY.
- 4.4 All statutory fee/charges payable to local bodies in connection with sanctioning of development/Master plans etc, and license for construction of building including processing and other allied charges for above.
- 4.5 All existing and/or new taxes except GST payable to the concerned authorities. Any other charges shall be payable only if a specific prior written approval has been taken from SAI, otherwise no charges shall be entertained on any account whatsoever.

7. **TIME SCHEDULE**

- 7.1 The work will be completed within 2 month after the award of work . The date of start will be reckoned from the date of release of 1st instalment of fund by SAI.
- 7.2 The time as given under Para 7.1 shall be adhered to and monitored by SAI. A detailed time schedule for all the activities shall be submitted by the AGENCY within 15 days of the date of issue of Administrative Approval.

7.3 Time shall be the essence of the Agreement.

8. PENALTY AND BONUS

AGENCY shall have a **Penalty** clause in their tender documents for the delay in completion of work by the contractor and also a **Bonus** clause as incentive for completing the work before time. This will be strictly in accordance with the limits of 1% of the Tendered value per month subject to maximum of 5% as provided in clause-2A of the General Conditions of the Contract for CPWD works.

9. MISCELLANEOUS

9.1 A Copy of the agreement with the contractor, showing the quantities of different items and the approved rates will be furnished to SAI if demanded for record.

9.2 The AGENCY however assumes the responsibility to complete the work within cost estimates framed by them and approved by SAI. In the event of any increase in the cost of the work, as a result of escalations of prices of cement & Steel etc. due to Statutory Acts or Orders of the Govt. revised estimate will be submitted giving detailed justification well in time to SAI for issuing Revised Administrative approval and Expenditure Sanction.

9.3 The unspent balance will be utilized or refunded as per directions given by SAI. In case of failure to refund the unspent balance within a period of one month from the date of giving such directives, AGENCY shall be liable to pay interest @12% per annum thereon.

9.4 In case the AGENCY fails for any reason whatsoever to undertake execution of work entrusted to it, it shall inform SAI accordingly within a period of one month from the date of release of funds by SAI and whole amount will be refunded in one instalment to SAI, with interest @ 18 % per annum will be charged by SAI.

9.5 The account books of such deposit works will be subjected to audit by the C&AG or his nominee.

10. ARBITRATION OF DISPUTE

10.1 The AGENCY shall not be held responsible for any delays caused due to unforeseen reasons, natural calamities like earth quakes, flood and lightning etc.

10.2 In case of any dispute between the parties, the decision of the Director General, Sports Authority of India (SAI) shall be final and binding on both the parties.

10.3 The AGENCY shall not be held responsible for failure to complete the work in time if such failure is due to any breach of the terms of the agreement on the part of SAI.

10.4 In the event of any dispute or difference relating to the interpretation and application of the provisions of the AGREEMENT, such disputes or difference shall be referred by either party (SAI & AGENCY) for arbitration to the sole arbitrator to be nominated by the Director General Sports Authority of India.

11. FORCE MAJEURE

The AGENCY shall not be responsible for the delays/stoppage of work due to force majeure conditions like, natural conditions, like natural calamities, civil disturbances, strike, war etc. and losses suffered, if any, by SAI on this account, the AGENCY shall not be liable to bear such losses and no compensation of any kind whatsoever will be payable by SAI to the AGENCY.

12. JURISDICTION

In case any necessity arises for any of the parties to this Agreement to file any suit or proceeding, the same shall be filed in the area specific Court where the work is to be awarded.

13. Independent Contractor Status:

It is understood, agreed and acknowledged that the Agency is not an agent or employee of SAI, and is not authorized to act on behalf of SAI except where specifically authorized in writing by SAI. The Agency agrees not to hold itself out as, or give any person any reason to believe that he is, an employee, agent, or partner of SAI. The Agency's employees (if any) shall for all purposes always remain the employee/s of the Agency and shall have no employer –employee relation with SAI. The Agency shall ensure that all statutory compliance with respect to its employees shall be solely complied with and always remain the sole responsibility of the Agency.

14. Indemnification

The Agency agrees to take all necessary precautions to prevent injury to any persons (including employees of SAI) or damage to property (including SAI 's property) during the term of this AGREEMENT and shall indemnify and hold SAI and its officers, agents, Directors and Employees harmless against all claims, losses, expenses (including reasonable attorney's fees) and injuries to person or property (including death) resulting in any way, from any act, omission or negligence on the part of Agency in the performance or failure to fulfil any Services as mentioned in the Award of Works under this AGREEMENT.