



**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
GAUTAM BUDH NAGAR, UTTAR PRADESH**

Request for Proposal (RFP)

to

**Provide Coaching and Operations & Maintenance of Swimming Pool and
Squash Courts at Shaheed Vijay Singh Pathik (SVSP) Sports Complex**

Issued by:

Greater Noida Industrial Development Authority (GNIDA)

Plot No: 01, Knowledge Park IV, Greater Noida

Uttar Pradesh- 201308

Disclaimer

This RFP document for **“Provide Coaching and Operations & Maintenance of Swimming Pool and Squash Courts at Shaheed Vijay Singh Pathik (SVSP) Sports Complex”** contains brief information about the scope of work and selection process for the Successful **Applicant**. The purpose of the RFP document is to provide the Applicant with information to assist the formulation of their Proposal (“the Proposal”). The services related to the *“Coaching and Operations & Maintenance of Swimming Pool and Squash Courts at Shaheed Vijay Singh Pathik (SVSP) Sports Complex”* envisaged by the Authority will further be known as **“the Project”**

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this RFP does not purport to contain all the information required by the Applicant. The Applicant should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal.

Greater Noida Industrial Development Authority (“GNIDA” or “Authority”) its employees and advisers 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 restriction or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from, to be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TOR/Scope of Work 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.

GNIDA reserves the right to accept or reject any or all applications without giving any reasons thereof. GNIDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the entries to be submitted in accordance with the conditions listed in this RFP.

Data Sheet

1	Name of the RFP	Provide Coaching and Operations & Maintenance of Swimming Pool and Squash Courts at Shaheed Vijay Singh Pathik (SVSP) Sports Complex
2	Time-period of contract	4 year + extension for 2 year <i>(based on performance)</i>
3	Method of selection	Quality Based Selection (QBS)
4	RFP Processing Fee	Non-refundable/Nonadjustable fee of INR 5,900 including GST <i>(INR Five Thousand Nine Hundred only incl. GST)</i> Account Details: State Bank of India Recipient Name: SC – GNIDA Account No. – 61220423114 IFSC Code- SBIN0071072 Branch Address: SBI, Greater Noida, Maridean View Plaza, Shop no. 20,21.
5	Ernest Money Deposit (EMD)	Equivalent to Monthly Fixed Fee of 1 month Account Details: State Bank of India Recipient Name: SC – GNIDA Account No. – 61220423114 IFSC Code- SBIN0071072 Branch Address: SBI, Greater Noida, Maridean View Plaza, Shop no. 20,21.
6	Financial RFP to be submitted together with Technical RFP	No
7	Name of the Authority's official for addressing queries and clarifications	The Secretary, Management Committee, Shaheed Vijay Singh Pathik Sports Complex, Recreational Green-1, Behind City Park, Sector-20, Greater Noida Telephone: 0120-2336015 Email: secretarysportscomplex@gnida.in
8	RFP Validity Period	180 days
9	RFP Language	English
10	RFP Currency	INR
11	Security Deposit	Equivalent to Monthly Fixed Fee for 6 months
12	Schedule of Selection Process	
	Task	Key Dates
	Uploading of RFP	26.11.2021
	Bid start Date	26.11.2021
	Pre-bid Meeting	03.12.2021 (1300 hrs)
	RFP end Date & Time	10.12.2021 (1700 hrs)
	Opening of Technical RFP	13.12.2021 (1100 hrs)

Presentation	To be communicated
Issuance of Letter of Award (LOA)	Within 15 days of selection of Preferred/Successful Applicant

***Note-**

1. Pre-bid queries can be sent till **5:00 pm on 03.12.2021**, but please try sharing the queries by 02.12.2021 (5:00 pm) as it will be helpful for discussion in the pre-bid conference.
2. The Pre-bid conference will be held **online through Zoom, Meeting ID: 810 8110 5878; Password: 123456**
4. All submissions shall **ONLY** be accepted through UP E-tender portal as mentioned above.
5. The BOQ (Financial Bid) is **NOT** required to be filled or uploaded by the bidder. In case, to complete the uploading procedure you are required to fill the BOQ (financial bid), please put **Rs. 0** as the value. This is done since the method of selection for this RFP is Quality Based Selection (QBS) and financial bid in such method is not required.

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Section I. Instructions to Bidders

1.1. General instructions

1.1.1. Number of Proposals and respondents

1. No Bidder shall submit more than one (1) Proposal, in response to this RFP.
2. The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.
3. A Bidder applying individually shall not be entitled to submit another Proposal.
4. A Bidder shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.

1.1.2. Proposal preparation cost

5. The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
6. Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
7. All papers submitted with the Proposal are neither returnable nor claimable.
8. No Applicant or its Associate shall submit more than one Proposal for one sport/discipline, in response to this RFP. Applicant applying individually or as an Associate shall not be entitled to submit another Proposal for individual sports. However, Applicants may apply for multiple sports/ disciplines. Documents to be submitted separately for each sport.

1.1.3. Right to accept and reject any or all the Proposals

9. Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
10. Authority reserves the right to reject any Proposal if:
 - i. At any time, a material misrepresentation is made or discovered, or
 - ii. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
 - iii. The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

1.1.4. Clarifications

11. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.
12. Bidders requiring any clarification on the RFP may send their queries to the Client by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification:

“Queries/Request for Additional Information concerning RFP to undertake Engaging Coach or Coaching Academy/ Agency in Shaheed VijaySingh Pathik (SVSP) Sports Complex for Multiple Sports.”
13. The Client shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The Client will post the reply to all such queries on the Official Website.
14. The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 1.1.4 shall be construed as obliging the Client to respond to any question or to provide any clarification.

1.1.5. Amendment of the RFP

15. At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> and Authority web site at <https://www.greaternoidaauthority.in> through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.

16. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD.

1.1.6. Data identification and collection

17. It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.

18. It would be deemed that by submitting the Proposal, the Bidder has:

- i. Made a complete and careful examination and accepted the RFP in totality;
- ii. Received all relevant information requested from Authority and:
- iii. Made a complete and careful examination of the various aspects of the indicative Scope of Work.

19. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

1.2. Preparation, submission, opening & acceptance of Proposals/e-bids

1.2.1. Language and currency

20. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

21. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

1.2.2. Proposal validity period and extension

22. Proposals shall remain valid for a period of as mentioned in the data sheet from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.

23. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

1.2.3. Format and signing of Proposals

24. The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.

25. Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.

26. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

1.2.4. Submission of e-bid/Proposal

27. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.

28. The Bidders have to follow the following instructions for submission:

i. For participating through the e-tendering system, it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.

ii. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.

iii. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.

iv. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.

v. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.

vi. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.

vii. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.

viii. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.

ix. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

1.2.5. Deadline for submission

29. E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

1.2.6. Late submission

30. The server time indicated in the bid management window on the e- procurement website <http://etender.up.nic.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

1.2.7. Withdrawal and resubmission of Proposal

31. At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.

32. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.

33. The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.

34. The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.

35. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

1.2.8. Verification and Disqualification

36. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

37. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

38. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- a. invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or
- b. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

1.2.9. Selection of the Bidder

39. From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

1.2.10. Proposal opening

40. After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Section 4 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.

41. Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.

42. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

1.2.11. Confidentiality

43. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidder/s shall not be disclosed to any person not officially concerned with the process.

44. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

1.2.12. Tests of responsiveness

45. Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:

- i. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
- ii. It contains all information as desired in this RFP.
- iii. Information is provided as per the formats specified in the RFP.
- iv. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.
- v. Power of Attorney for Lead Member of Consortium, if applicable

46. Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

1.2.13. Clarifications sought by Authority

47. To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

1.2.14. Proposal evaluation

48. Submissions from Bidders would first be checked for responsiveness as set out in Clause 1.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Eligibility Criteria set out in Clause 4.1 of this RFP.

49. The Proposal containing the Technical Details in Clause 4.2 of the Bidder/s who do not meet the Technical Evaluation Criteria shall not be considered for further process.

1.2.15. Earnest Money Deposit

50. The Bid document should be accompanied with an Earnest Money Deposit (EMD) as mentioned in the data sheet of this document.

51. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.

52. For unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.

53. For successful Bidder's e-Bid EMD will be returned after submission of Performance Security and signing of the contract.

54. The EMD may be forfeited:

a) If Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e-bid form: or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.

b) In case of a successful Bidder, if the Bidder fails to sign the contract with the Authority.

1.2.16. Award Criteria

55. The final Letter of Award (LoA) will be given to the selected Bidder as the successful bidder as Eligibility & Evaluation Criteria of Bids laid in Section 4 of this bid document.

56. The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

1.2.17. Notification of Award

57. Prior to the expiration of the period of e-Bid validity, the Authority will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.

58. The notification of award will constitute the formation of the contract.

1.2.18. Performance Security

59. Prior to award of contract, to fulfil the requirement of performance security during the implementation period, the successful Bidder will deposit Performance Security amount equivalent to as mentioned in the Data Sheet of the financial Bid value in the form of Bank Guarantee / FDR drawn on any Scheduled or Nationalized Bank in favor of GNIDA valid for six months after completion of the Project.

60. Before the contract is awarded to the Consultant, an agreement (to be given later) will have to be signed by the Consultant at his cost on proper stamp paper.

Section II: General Introduction

2.1. Project Background

- I. Greater Noida Industrial Development Authority (hereinafter referred to as “GNIDA”) is the nodal agency responsible for development and administration of the city of Greater Noida.

Greater Noida Industrial Development Authority developed Shaheed Vijay Singh Pathik sports complex in 2013 to cater to the sporting requirements of the residents of the city. The sports complex houses various sports disciplines of world class level and has one of the best sporting infrastructures in the National Capital Region. The complex boasts of various sporting activities like cricket, badminton, squash, basketball, tennis, football, swimming etc. The sports complex also has a gym for the overall physical development of the users.

Among the other facilities, swimming is one of the most important sporting activities present in the complex. With the development of an Olympic and a warm-up pool, both indoor, this sports complex has one of the best water sport facilities. These pools will be currently operational only during summer season. In due course of time, the Authority intends to make these facilities available round the year by upgrading the pools with heating facilities.

With the above background, the Authority intends to select a Applicant which would be responsible for operation and maintenance and coaching of the swimming pool and Squash Courts.

Sharing of revenue will be in ratio of 60:40, i.e. 60% of the collection would be paid to the Coach/Coaching Agency while 40% will be retained by the Authority. A Monthly Fixed Fee is also mentioned in this RFP document (Annexure I). The larger of the two amounts (Revenue Share – 40% collection or Monthly Fixed Fee) will be retained by the Authority as part of this Project to offer coaching services. (Refer Section 5.8 for details)

The coaching and O&M offer should be submitted as per Forms of this RFP document. The maximum Coaching Fee has been fixed by the Authority (Annexure II), the objective being maximum foot fall and quality coaching at reasonable rates. The coaching fee will be increased by 5% at the start of each Financial Year. The Monthly Fixed Fee will also be increased by 5% at the start of each Financial Year.

- II. “The Project” is further sub divided into four tasks which are proposed to be awarded to the Applicant as described below:
 - i. Task I: Operate and maintain the swimming pool
 - ii. Task II: Provide coaching facilities
 - iii. Task III: Provide safety and lifeguard facilities
 - iv. Task IV: Develop new water sport disciplines

Pertaining to this, the Scope of Work as given in Section 2 of this document includes the details of the activities to be conducted by the selected Applicant. Hence GNIDA is inviting Technical eligibility and Financial RFP for the Project.

Section III: Terms of Reference

3.1. Scope of Services

I. Task I: Operate and maintain the Swimming Pool/ Squash Courts (2)

i. Pool timings

- i. The Applicant shall be responsible for operating the swimming pool from 6am to 9pm, 6 days of the week (applicable as per the prevailing guidelines). As per the current approved timing by the GNIDA, (may change in the future), Monday is weekly off at the Sports Complex. One day per week, as decided by GNIDA shall be allocated for pool cleaning & maintenance.
- ii. GNIDA shall prepare a timetable for swimmers where separate timings shall be allotted to members and non-members for conflict free operations.
- iii. The timetable shall be approved by GNIDA where members shall be given priority for usage of the facilities.
- iv. The Applicant as well as GNIDA shall maintain the attendance log of all the users.

ii. Pool cleaning and maintenance

The Applicant shall be responsible for all the activities required for the cleaning and maintenance of the pool but not limited to the following:

- i. Maintain a daily logbook with records of chemicals used, water tests, cleaning and maintenance activities which may be inspected by GNIDA.
- ii. The Applicant shall mandatorily submit the daily log book report every 30 days to GNIDA.
- iii. In case of non-submission, GNIDA shall issue a warning along with a show cause notice. After 2 warnings GNIDA shall be bound to terminate the contract and forfeit the Security Deposit deposited by the Applicant.
- iv. All the floating dirt shall be removed from both the swimming pool and surrounding areas on a daily basis or whenever asked for by GNIDA.
- v. Brushing of the pool walls and floor as required for eliminating algae and other foreign substances every week or whenever asked for by SC-GNIDA.
- vi. The changing rooms, visitors' gallery, office rooms and their toilets/ bathrooms/ sanitary units, filtration plants, pumping stations etc. are required to be kept clean and in hygienic condition all times with proper and sufficient use of sanitary materials like phenyl, naphthalene, citronella, room freshener etc. as directed by GNIDA.
- vii. Suction sweeper bottom cleaner shall be operated regularly to remove settled dirt from pool floor for maintaining cleanliness and hygienic condition in swimming pool on a weekly basis.
- viii. Water levels in pool shall be checked regularly & balancing tank, filtration plant shall be operated at proper working pressure daily or whenever asked for by GNIDA.
- ix. Backwashing of the filters shall be done as per the requirements or whenever asked for by GNIDA.
- x. Water samples in the presence of representatives of GNIDA should be taken and tested regularly, checking residual chlorine and pH parameter. Chlorination treatment with other chemical dosing treatment shall be administrated as per water parameters to the satisfaction of GNIDA.

- xi. Pool scum/ overflow channels and balancing tank shall be cleaned as per requirement and record of such cleaning are to be maintained in the log book at least once or whenever asked for.
- xii. The record of day to day operation and maintenance with availability of Chlorine and other chemicals shall be recorded in the log book so as to maintain proper stock of material. The log book shall be under GNIDA's control.
- xiii. The O&M shall be inclusive of all maintenance of filtration plant related machineries as follows:
 - i. Comprehensive maintenance of filtration plant's pumps & Electric motors
 - ii. Chlorination plants with all necessary equipment
 - iii. Main Electric panel board
 - iv. Suction sweeper machine(s) with all necessary equipment
 - v. All valves of Filtration Plants & foot valves
 - vi. All sizes of PVC pipes or other pipes of filtration plants
 - vii. Any damage/ failure occurring due to the operational negligence shall be the sole responsibilities of the Applicant as decided by the GNIDA
 - viii. Repair/ replacement of damaged components/ parts as decided by the GNIDA
- xiv. The Applicant shall clean the premises and surrounding area regularly/all time in order to keep swimming pool in perfect hygienic condition.

iii. Water Quality Standards

The Applicant shall be responsible for maintaining the water quality as per the standards.

- i. Free chlorine residuals, pH value, alkalinity, turRFPity etc. shall be continuously maintained within the following ranges:

#	Free Residual Disinfectant	Minimum	Maximum
1	Chlorine	0.2 mg/l	0.5 mg/l
2	pH	7.5	8.5
3	Total Alkalinity	50 mg/l	500 mg/l
4	TurRFPity	—	10 Nephelometric TurRFPity Unit
5	Odor	Odorless	
6	Taste	Palatable	

Source: Indian Standard Quality tolerances for Water for Swimming Pools IS 3328:1993

- ii. The Applicant shall get the water quality of the swimming pool checked by a reputed lab at its own cost and submit the report to the GNIDA every 15 days from the starting of the Contract or when asked by the GNIDA. Samples shall be collected in presence of representatives from GNIDA.
- iii. In case of non-submission of the water quality report, the Applicant shall be fined up to 5% of the Monthly Assured Revenue or as decide by the GNIDA.
- iv. In case of non-submission of the report, GNIDA shall issue a warning along with a show cause notice. After 2 warnings, the GNIDA shall be bound to terminate the contract and forfeit the Security Deposit deposited by the Applicant.

- v. The Applicant shall be liable for a random water quality check by a 3rd party as appointed by GNIDA.

II. Task II: Provide coaching facilities

- i. The Applicant shall be responsible for providing coaching facilities pertaining to swimming/ squash courts to the users of the sports complex including operational academies and members of the Sports Complex.
- ii. The Applicant shall provide coaching facilities for both basic and competitive levels of swimming as per direction/selection by the sports complex.
- iii. The Applicant shall maintain, for coaching purposes, an attendance log and prepare a timetable to accommodate both members and non-members to avoid conflict of interest between the two. The Applicant shall get the timetable approved by the GNIDA.
- iv. It shall be mandatory for the Applicant to maintain ethical code, professional conduct and impart the same in the users by training and teamwork.
- v. The Applicant shall be responsible for the safety of users, especially females, against any harassment or misconduct. Any such incident will be dealt with severity by the GNIDA and the GNIDA shall be bound to take legal action against the Applicant and the responsible person/staff.
- vi. Responsibilities of the coaches;
 - i. To be present on deck before any swimmer enters the pool without fail on any instance.
 - ii. To remain on deck until all swimmers leave the pool deck. After all of the swimmers are out of the water, check the swimming area and then secure the area ensuring that nobody remains inside. The coach may assign this responsibility to one of the lifeguards, as per his convenience.
 - iii. To make sure that basic equipment, such as backstroke flags or starting blocks are in place at the facility. Make sure there are no obstacles or hazards present on the deck
 - iv. To establish team policies governing each swimmer's actions before, during and after each training session
 - v. To ensure that athletes are supervised or safely exiting the facility within a reasonable amount of time after the conclusion of the swim practice
 - vi. To ensure that swimmers understand the use of training equipment. Make them aware of the potential accidents that may occur from use of equipment, such as hand paddles, rubber tubing and kickboards etc.
 - vii. To establish warm-up procedures to be followed at all practices and meets (eg. No swimmer enters the pools with taking shower).
 - viii. To have basic life safety and rescue trainings and assist the lifeguards in event of any emergency as a team.

III. Task III: Provide safety and lifeguard facilities

- a. The Applicant shall be responsible to deploy at least two (2) lifeguards male and one (1) lifeguard female to maintain safety in and around the swimming pools during each session.
The bidder to release an advertisement/notice in case they do not find a female lifeguard. Until, they find one, a male lifeguard can be hired for the same. The bidder has to ensure, at all times, that they are trying to find a female lifeguard and will deploy one immediately after finding. In case female lifeguard is not available; any female trainee/ authority should be present in the premises, at all times.

- b. The Applicant shall maintain safety equipment pertaining to rescue but not limited to ropes, hooks, life jackets, life buoys, Oxygen cylinders, stretchers breathing aids etc. and a first aid box to be located at close proximity from the swimming pool accessible to all.
- c. The lifeguards shall impart basic rescue training to all the users and organize safety drill at regular intervals in order to prevent, recognize, respond to aquatic emergencies and provide care for breathing, cardiac emergencies, injuries, sudden illness etc.
- d. Primary responsibilities of a Lifeguards:
 - i. Be present on the deck along with trainers at all times when users are in the pool
 - ii. Identify potential accident hazards
 - iii. Be alert, frequent patrol, identify risks and prevent accidents
 - iv. Enforce all pool rules in a consistent manner
 - v. Handle discipline situations with courtesy and fairness
 - vi. Respond quickly, intelligently, decisively and in accordance with established emergency and accident management procedures
 - vii. Administer first aid and CPR (Cardiopulmonary resuscitation) as and when required

IV. Task IV: Develop new water sport disciplines

- i. The Applicant may develop new water sport activities which can be carried out in a swimming pool according to the best understanding of the professional coaches deployed by the Applicant according to instruction and directions of the GNIDA.
- ii. The Applicant shall create awareness regarding these sports and take a feedback from the users in order to start them in the complex and intimate/report to GNIDA.
- iii. The Applicant shall take all the required NOCs, permissions or licenses, if applicable, for providing coaching for these water sports with concurrence/approval of the GNIDA.
- iv. The Applicant shall procure all the equipment required for these new sports like snorkels, swim fins, goggles etc. at its own cost and may charge nominal rent from the users. All the rates will be decided by the agency and will be submitted to GNIDA. The rates are deemed to be approved until GNIDA raises queries against any specific point.
- v. It shall be the responsibility of the Applicant to create a new timetable to accommodate the coaching facilities in the regular schedule of the swimming pool and this time table may be revised every month or as and when asked for the GNIDA.
- vi. The Applicant shall maintain a separate log for the users taking these trainings as they may be given further training for sporting events and games at various levels as approved by the GNIDA.

3.2. Timeline and deliverables

#	Deliverable	Timeline (t=0) from signing of Agreement/Contract
1	Setting base office at the sports complex	1 week
2	Finalizing timetable and coaching schedules	2 weeks
3	Pool preparation and enrolment in coaching classes	1 months
4	Commencement of all the activities as	1 month

#	Deliverable	Timeline (t=0) from signing of Agreement/Contract
	per ToR	

- I. If the Applicant is not able to comply with the scheduled timeline, the Authority may charge a penalty of INR 500 (Five hundred rupees) per day for a maximum of 30 days. Post which, the Contract/LOA may be cancelled and all payments (EMD/Security deposit) by the Applicant, may be forfeited.
- II. The contract shall be for a period of 4 years and it may be extended for a further period of 2 years after reviewing the performance of the Applicant. Evaluation of performance will be based on overall performance of the agency/ coaches. Some of the factors maybe-
 1. Performance of the students at national/ international level.
 2. Certifications and Awards received during the tenure.
 3. Maintenance of the premises.
- III. The details of coaching fee applicable is provided in Annexure – II.

3.3. Team

- i. The Applicant will provide relevant workforce in sufficient numbers to maintain the swimming pool as required and directed by the GNIDA. Their duty chart must be given three days in advance.
- i. The key team shall constitute of the members as defined below:

#	Position	Qualifications
1	One Head Coach and 2 Junior Coaches (1 male & 1 female)	<p>Essential Diploma/PGD in Coaching in Swimming from any recognized University & NSNIS OR A full time Bachelor's Degree in Physical Education with Diploma in Coaching from NSNIS (Netaji Subhas National Institute of Sports, Patiala)/from any recognized University/Institute. AND Head Coach: should have coaching and training experience of at least 8 years Junior Coach: should have coaching and training experience of at least 3 years</p> <p>AND Proficiency of swimming all strokes for least 200 meters. Note: GNIDA must be given prior information about the substitution of the head coach by the Agency. The CV must be shared with GNIDA. He/she should have equivalent or higher experience as specified for the head coach. The Agency can appoint as many additional coaches as required.</p> <p>Desirable</p> <ul style="list-style-type: none"> • Recognized/affiliated to AIU (Association of Indian Universities)/ IOA (Indian Olympic Association) • Competent to instruct in English & Hindi.
2	Trainers - 2 male & 1 female or as per	<p>Diploma/PGD in Coaching in Swimming from any recognized University/ Institute Or Should have coaching and training experience of at least 1 years</p>

#	Position	Qualifications
	instructions by district administration, whichever is higher	AND Proficiency of swimming all strokes for least 200 meters.
3	Lifeguard 2 male and 1 Female Or as per instructions by district administration, whichever is higher.	Essential <ul style="list-style-type: none"> • Candidate should have passed at least High School or Equivalent. • Certificates of participation in Swimming at any level. • Certificates in Lifeguard Training from the recognized Institution • Swimming & diving capacity as prescribed jointly by the Applicant & GNIDA <p>Note: The bidder to release an advertisement/notice in case they do not find a female lifeguard. Until, they find one, a male lifeguard can be hired for the same. The bidder has to ensure, at all times, that they are trying to find a female lifeguard and will deploy one immediately after finding. In case female lifeguard is not available, any female trainee/ authority should be present in the premises at all operational times.</p>

- i. The above-mentioned team members will be required only during the coaching hours; lifeguards must be available at all operational times. In case female lifeguard is not available, a female trainee/ authority should be present in the premises at all operational times.
- ii. One Supervisor for overall supervision of the swimming pool must be available
- iii. Adequate number of cleaning & maintenance staff as prescribed by GNIDA.
- iv. On request of the Applicant and looking at the number of swimmers the GNIDA can allow to reduce the number of resources of the above team.

Section IV: Qualification and Selection Criteria

4.1. Minimum Technical and Financial Criteria

- I. Applicants must carefully examine the below mentioned Technical eligibility criteria. The Applicant has to meet all the technical eligibility criteria set out in this section to be eligible for financial evaluation.

To be eligible for evaluation of its RFP, the Applicant shall fulfil the following:

- I. The Applicant should have the coaching and Operation & Maintenance experience of not less than 5 years in swimming sector and the application must be supported by testimonials as proof for having conducted coaching duly authenticated by the Head of the Institutions/Organization wherever the coaching was provided by the sporting agency/individual.
- II. The Applicant must have an average annual turnover of **50 Lakhs** in the last 3 Consecutive Financial Years out of the last four Financial years.
- III. The Applicant should be a Proprietary Firm/Company/Partnership Firm/ LLP registered in India since past 3 years. Please include relevant documentary proofs.
- IV. The Applicant should have experience of providing professional swimming coaching, training facilities and O&M of swimming pools of similar size (50mX25m) in any government or private body having:
 - *Completed minimum 1-year contract with at least 4 institutions*

OR

- *Completed minimum 2-years contract with 2 institution*
- V. Have team on its payroll or declaration to join, as per clause no. 3.3 Team.

Notes: The Applicant shall submit their details, financial details, work completed/in progress by them in the Performa of Appendix-Form 2, 3 and 4 of RFP for the works to be considered for qualification in Technical eligibility. Documentary proof such as work order/completion certificates from client clearly indicating the nature/scope of work and actual date of completion for such work should be submitted. **The offers submitted without this documentary proof shall not be evaluated.**

4.2. Technical Evaluation Criteria

#	Criteria	Maximum Marks	Documents
1	Years of experience of Head Coach <ul style="list-style-type: none"> • 5+ years (10 Marks) • 8+ years (15 Marks) • 10+ years (20 Marks) • 15+ years (25 Marks) <p><i>Note: The max. age limit for the head coach must be 50 years, as on the date of application.</i></p>	25	Self-declaration by coach (Form 1.3)
2	Experience of Coach <ul style="list-style-type: none"> • Arjuna or Rajiv Gandhi Khel Ratna or Dronacharya or Lakshman Awardees or International Medal Winner Player (15 Marks) • National Medal Winner Player (10 	15	Copies of self-attested certificates

	Marks) • State Medal Winner Player (5 Marks)		
3	Players produced by the Coach A. State Players • 03 to 05 players (3 Marks) • 06 to 10 players (6 Marks) • 11 and above (10 Marks) B. National Players • 01 to 02 players (3 Marks) • 03 to 05 players (6 Marks) • 06 and above (10 Marks) C. International Players: • 01 player (3 Marks) • 02 to 03 players (6 Marks) • 04 and above (10 Marks)	30 (Maximum Marks)	Self-declaration by the Applicant to be provided along with Form 1.4
4	Interview/Presentation by the Coach/Coaching Agency (<i>Experience, Plan for Coaching etc.</i>)	30	

Note: In case of any mishappening/ tribulation/ hardship/ calamity at the facility, pertaining to shortage of staff at the facility, the Coach/ Agency will be SOLELY responsible. GNIDA or Shaheed Vijay Singh Pathik (SVSP) Sports Complex will not be responsible for any such mishappening/ tribulation/ hardship/ calamity, whatsoever.

4.3. Evaluation/Selection Criteria

- I. The Technical eligibility will be evaluated on the basis of Applicant's educational qualification, Sports Experience, Coaching Experience & Interview.
- II. Minimum Technical Score shall be 60 Marks.
- III. Selection process shall be Quality Based Selection (QBS) and the Applicant whose proposal is eligible and secures the highest marks as per Technical Evaluation Criteria (Clause No. 4.2).
- IV. The BOQ (Financial Bid) is **NOT required** to be filled or uploaded by the bidder. In case, to complete the uploading procedure you are required to fill the BOQ (financial bid), please put Rs. 0 as the value. This is done since the method of selection for this RFP is Quality Based Selection (QBS) and financial bid in such method is not required.

4.4. Contacting the GNIDA

- I. No Applicant shall contact the GNIDA on any matter relating to his/her RFP, from the time of the RFP opening to the time the contract is awarded. If the Applicant wishes to bring additional information to the notice of the GNIDA, he/she can do so in writing.
- II. Any effort by a Applicant to influence the GNIDA in its decisions on RFP evaluation, RFP comparison or contract award may result in rejection of the Applicant's RFP.
- III. In the event of any information furnished by the Applicant is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Greater Noida works and legal proceeding can also be initiated.

4.5. Award of Contract

- I. The selection criteria shall be Quality Based Selection (QBS).
- II. The final Letter of Award (LoA) will be given to the Applicant who is eligible and secures highest score as per Technical Evaluation Criteria Clause No. 4.2.

4.6. Notification of award

- I. Prior to the expiration of the period of RFP validity, the GNIDA will notify the successful Applicant in writing, by letter/e-mail/fax, that its RFP has been accepted.
- II. The notification of award will constitute the formation of the contract.

4.7. Security Deposit

- I. Prior to award of contract, to fulfil the requirement of services, the successful Applicant will deposit Security Deposit amount equivalent to the amount as mentioned in the data sheet of this document in the form of Fixed Deposit Receipt (FDR).

4.8. Signing of contract

- I. At the same time as GNIDA notifies the successful Applicant that its RFP has been accepted, the successful Applicant shall have to sign the contract agreement with relevant document as mentioned in this Document withing 15 days or as intimidated by GNIDA. The agreement draft along with other related terms and conditions will be same as furnished in this RFP. Any refusal will not be allowed.

Annexure A: General Conditions of Contract (GCC)

I. General Provision

1.1. Definitions

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

- i. "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- ii. "Authorized Representatives" shall have the meaning set forth in Clause 1.5 of Annexure A
- iii. "Bidder" means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract.
- iv. "Client" means the Authority with which the Bidder signs the Contract for the Services
- v. "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any
- vi. "Coach/Agency" means any private or public entity that will provide the Services to GNIDA ("the Client" or "Authority") under the Contract.
- vii. "Confidentiality" shall have the meaning set forth in Clause 3.3 of Annexure A
- viii. "Consultant" means the successful bidder with whom the contract shall be or has been signed
- ix. "Eligibility" shall have the meaning set forth in Clause 4.1 of the RFP
- x. "EMD" Earnest Money Deposit
- xi. "Government" means the Government of the Client's country/state
- xii. "Key Dates" shall mean the dates mentioned in the Data Sheet
- xiii. "LOA" Letter of Award
- xiv. "Official Website" is <https://www.greaternoidaauthority.in/>
- xv. "Party" means the "Client or the Bidder" as the case may be, and "Parties" means both of them
- xvi. "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- xvii. "Proposal Due Date" or "PDD" shall mean the date as specified in the Data Sheet
- xviii. "Proposal Validity Period" shall mean the number of days for which the proposal shall be called valid post bidding till the signing of contract (the number of days are as mentioned in the Data Sheet)

- xix. “RFP” means Request for Proposal i.e. It is a document that solicits a proposal, made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.
- xx. “Scheduled Bank” means Banks specified in the RBI Act, 1932
- xxi. “Services” means the work to be performed by the Bidder pursuant to the Contract.
- xxii. “days” means calendar days
- xxiii. “weeks” means calendar weeks
- xxiv. “months” means calendar months

1.2. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

- 1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed.
- 1.4.2. A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.

1.5. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Bidder may be taken or executed by the officials specified in the Contract.

1.6. Taxes and Duties

The License 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/coach, at the rate applicable on the date of invoicing.

1.7. Fraud and Corruption

For the purpose of this Contract, the terms set forth below as defined as follows:

- i. “corrupt practice” means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. “fraudulent practice” means misrepresentation or omission of facts in order to influence the selection process or the execution of a contract;

- iii. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of the contract.

Measures to be taken:

The Client will cancel the Contract if representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction the Bidder, including declaring the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

1.8. Limitation of Liability

The Contract will require that the aggregate liability of the bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising as a result of the Bidder's fraud in performance of the services hereunder.

1.9. Liquidated Damages

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 2% (two per cent) of the Agreement/Contract Value per month, subject to a maximum of 10% (ten per cent) of the Agreement/contract Value shall be imposed and shall be recovered by appropriation from Payment of the consultant or the Performance Security. The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the bidder in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause.

1.10. Performance Security

For the purposes of the Agreement, performance security shall be equal to Monthly Fixed Fee for 6 months, which must be provided in the form of a bank guarantee / FDR from a Nationalized or a Scheduled Bank.

In case any services are not found as per the prescribed Specification as given in Section 3, the Client may impose penalties on the Bidder. The consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the bidder by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the Agreement/contract value and may be recovered by appropriation from the Performance Security as well. Depending on the severity of the situation, the entire Performance Security may get forfeited.

1.11. Forfeiture of Performance Security by Authority

For successful bidders, the Performance Security submitted may be forfeited under following conditions:

- i. If the consultant violates any such important conditions of the RFP / Contract; or
- ii. If the consultant indulges in such activity which will or may jeopardize the interest of GNIDA in timely finalization of this project; or

- iii. If the liquidated damages are found to be higher than Performance Security Submitted by the consultant.

2. Commencement, Completion, Modification and Termination of Contract

2.1. Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties.

2.2. Commencement of Services

The Consultant shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

2.3. Expiration of Contract

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

2.4. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.5. Force Majeure

2.5.1. Definition

For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies

Force Majeure shall not include

- i. Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor
- ii. Any event which a diligent Party could reasonably have been expected to both
- iii. Take into account at the time of the conclusion of this Agreement, and
- iv. Avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.5.2. No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Termination

Either Party may terminate the Contract 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.

2.6.1. By GNIDA

GNIDA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this GC Clause **Error! Reference source not found..** In such an occurrence the Client 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 Coach/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 the Client may have subsequently approved in writing.
 - II. If the Coach/Agency becomes insolvent or bankrupt.
 - III. If the Coach/Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - IV. If, as the result of Force Majeure, the Coach/Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - V. If GNIDA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. In such an occurrence GNIDA shall give a not less than three (03) months' written notice of termination to the Coach/Agency.
 - VI. If the Coach/Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 2.12. **Error! Reference source not found.** hereof.
 - VII. If the Coach/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 Coach/Agency in the RFP submission is found to be false later on.
 - IX. If the Coach/Agency creates any encumbrance on the Project Site/Project Facility
- #### 2.6.2. By Coach/ Agency

The Coach/Agency may terminate this Contract, by not less than thirty (30) days' written notice to GNIDA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause **Error! Reference source not found.** (ii):

- 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 GNIDA fails to comply with any final decision reached as a result of arbitration pursuant Clause 2.12 **Error! Reference source not found.** hereof.

- III. If GNIDA has unlawfully repudiated the agreement or otherwise expressed its intention not to be bound by this agreement / RFP.
- IV. If the coach/ agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. In such an occurrence the Coach/ Agency shall give a not less than three (03) months' written notice of termination to GNIDA.

2.7. Payment upon Termination.

- I. Upon termination of this Contract pursuant to GC Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:
 - a) payment pursuant to GC Clause 2.6 for Services satisfactorily performed prior to the effective date of termination;
 - b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 2.6, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

2.8. Obligations of the Bidder

2.8.1. Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

2.8.2. Responsibility of the Bidder

The Bidder shall be fully responsible for site review and event of the services conforming to relevant Indian or International standards.

The Bidder may commence execution of services on the start date and shall carry out the services in accordance with the program submitted by the Bidder, as updated with the approval of the Client, and complete them by the intended completion date.

The workmanship shall be of high order and quality so as to prevent accidents and damaging of the environment and surroundings.

Notwithstanding anything mentioned in this RFP, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Client from time to time.

2.8.3. Confidentiality

Except with the prior written consent of the Client, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public

other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of six (6) months post the date of termination of the Contract.

2.8.4. Documents prepared by the Bidder to be the property of the Client

- a. All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof.
- b. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

2.8.5. Accounting

The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

2.9. Responsibilities of the Client

- a. Assistance and Exemptions - The Client shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.
- b. Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Consultant under this Contract shall be increased or decreased accordingly under this Contract.

2.10. Payments to the Bidder

2.10.1. Professional fee and Payments

The total payment due to the Bidder shall be governed by the professional fee as agreed in this Contract and shall be inclusive of statutory taxes, duties, cess and levies in India during

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

2.10.2. Terms and Conditions of Payment

Payments will be made to the account of the Bidder and according to the payment schedule stated in Section 3.

2.11. Good Faith and Indemnity

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

To the fullest extent permitted by Applicable Law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

2.12. Penalty

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

2.13. Settlement of Disputes

This Contract shall be governed by, and construed in accordance with, the laws of India.

Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Gautam Budh Nagar, India. The language of arbitration shall be English.

The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

Jurisdiction

In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of District court of Gautam Budh Nagar, Uttar Pradesh.

2.14. Third party Insurance

- i. The Coach/Agency shall bear the cost, throughout the duration of contract, for a comprehensive general liability insurance covering injury to or death of any person(s), including death or injury caused by the negligence of the selected Coach/Agency or his failure to perform its obligations under the agreement.
- ii. The Coach/Agency shall submit, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, selected Coach/Agency agrees and undertakes to indemnify and hold GNIDA harmless against all liabilities, losses, damages, claims, expenses suffered by GNIDA as a result of such default by the selected Coach/Agency.

2.15. Negotiations

Negotiations may be held at the date, time and address intimated to the qualified and selected Applicant. Representatives conducting negotiations on behalf of the selected Applicant must have written authority to negotiate and conclude a contract.

3. Obligations of the Coach/Agency

- i. Any incident of misbehavior or misconduct from the deployed workforce of the Successful Applicant/Agency towards the public shall be liable for punishment as decided by the GNIDA. In case of repetition of similar fault, the GNIDA may decide to terminate the contract, forfeit the Security Deposit and blacklist the Successful Applicant/Agency.
- ii. Sharing of revenue will be in ratio of 60:40, i.e. 60% of the collection would be paid to the Coach/Agency while 40% will be retained by the Authority. A Monthly Fixed Fee is also mentioned in the RFP Document (Annexure I). The larger of the two amounts (revenue share or Monthly Fixed Fee) will be retained by the Authority. For instance, if the Monthly Fixed Fee of INR 50,000 per month. If the total revenue collections for the month is INR 2,00,000, then INR 80,000 (i.e. 40% of the total collections for the month) shall be retained by the Authority. However, if the total collections for the month was INR 1,00,000, then INR 50,000 shall be retained by the Authority (i.e. minimum Monthly Fixed Fee).
- iii. The Successful Applicant/Agency is responsible for delivery of work of the highest quality to the satisfaction of the GNIDA. In case of any non-delivery, the GNIDA shall be bound to charge a fine against the Successful Applicant/Agency and issue a show cause. After 3 warnings the GNIDA shall terminate the contract, forfeit the Security Deposit and blacklist the Successful Applicant/Agency.
- iv. The coaching charges and all other charges will be collected by GNIDA at the Reception Centre and the receipt would be provided for all payments made. The share (60%) of the Successful Applicant/Agency for the preceding month will be given in the first ten days of the current month. The Successful Applicant/Agency will ensure that only those persons who have a valid receipt are permitted to join coaching classes.
- v. The Monthly Fixed Fee will also be increased by 5% at the start of every financial year during the total period of the Contract including the extended period, if any.
- vi. The Successful Applicant/Agency shall pay the electricity charges pertaining to the assigned area/facility, as indicated by the installed sub meter.
- vii. The Successful Applicant/Agency shall be responsible for all the NOCs from the District Administration required for running a swimming pool.

- viii. All employees of the Successful Applicant/Agency shall wear uniform provided by the Successful Applicant/Agency and shall be present on duty with neat and clean uniform maintaining perfect discipline on duty.
- ix. The Successful Applicant/Agency shall maintain the pool and movable properties like fixtures, and electrical installation etc. in good working condition and shall hand over all the articles entrusted to him in good working condition at the end of the contract period.
- x. The Successful Applicant/Agency shall compensate the GNIDA for any damage or loss if found in such properties with the replacement value as decided by same. In any case if he fails to pay the amount, the same will be recovered from his security deposit/Bank Guarantee.
- xi. No person shall be employed by the Successful Applicant/Agency whose age is below 18 years.
- xii. The Successful Applicant/Agency shall be responsible for maintaining and enforcing all rules and regulation of the swimming pool in the Sports Complex.
- xiii. The Successful Applicant/Agency shall get the coaching fee approved from the GNIDA before disclosing it on a public portal. The Successful Applicant/Agency shall be allowed to increase or decrease the coaching according to the season which shall be duly approved the GNIDA.
- xiv. The Applicant/ Agency will be responsible for the maintenance and AMC of the chemical dosing treatment and the filtration of the pool.
- xv. Only valid trainees, who have paid for a particular sport, will be allowed to enter the facility that particular sport. In case any unauthorized person is found without a valid admit card/ evidence of payment, at any instance, the Coach/Agency will be penalized with a fee of Rs. 2000 per person per day.
- xvi. The Successful Applicant/Agency shall follow all the rules and regulation laid by the government, including but not limited to hiring of staff, uses of chemicals, deployment of equipment, maintaining water standards, security and safety.
- xvii. Coaching fee, timings, duration of coaching, rental rates etc. will be as defined as in Annexure I, Annexure II, Annexure III, Annexure IV, Annexure V.

4. Obligations of the GNIDA

- i. Unless otherwise specified in the Contract, the GNIDA shall use its best efforts to ensure that it shall provide the Successful Applicant/Agency with work permits and documents that shall be necessary to enable the Successful Applicant/Agency to perform the Services.
- ii. GNIDA will provide basic infrastructure for the game and all other operational day-to-day expenses shall be borne by the Successful Applicant/Agency.
- iii. All CCTV footage records will be kept under the supervision of GNIDA.
- iv. GNIDA will take care of the upkeep and maintenance of the basic infrastructure.
- v. GNIDA shall be responsible for collection of all coaching and pay to use charges.
- vi. GNIDA shall pay the Successful Applicant/Agency their due share of revenue within 10 days of the receipt of collected monthly coaching fee and pay to play user charges for the previous month.
 - i. GNIDA will ensure that the revenue share (60%) of the Coach/Agency for the preceding month is transferred to the Coach/Agency within the first 10 days of the current month.
- vii. The GNIDA shall install an electrical sub meter especially for the operations of the swimming pool.
- viii. The timings of coaching will be as per regulations of GNIDA.

5. Special Conditions of Contract

5.1. Attendance and biometric

- i. Daily Biometric attendance of the coaches/sub-coaches/trainers is mandatory, the machine for this purpose will be provided by GNIDA. In case of default, there may will be a penalty for Rs.1000 per day imposed on the Coach/Coaching Agency.
- ii. If the coach whose name is approved, is not present (*minimum 50% days of coaching days*) then a penalty of INR 2000 per day may will be made on the Coach/Agency.

5.2. Concessional coaching rates

- i. Concessional coaching rates for members will be 25% lesser than the rates payed by non-members.
- ii. Free coaching would be provided by the coaches/agencies to minimum 10% of the trainees from economical weaker sections (*EWS as certified by the competent district authorities*) who have potential in the sport.

Note: GNIDA shall reimburse all concessions offered as part of clause no. 5.2 (*Members & EWS*) to the Coach/Agency each month.

5.3. Issuance of Admit Cards

- i. Admit cards will be issued with the joint signatures of Accounts Officer (Sports) and Authorized Officer from GNIDA.
- ii. Only admit card holders will be allowed to enter the playing area/field. In case any unauthorized person is found without a valid admit card, against the Coach/Agency will be penalized with a fee of Rs 2000 per person per day.

5.4. Conducting sporting events in the playing area/field/court

- i. In addition to regular coaching, special coaching camps, especially during summer vacations for students can also be organized, in the allotted time

5.5. Signage and Advertisements in the playing area/field/court

- i. No advertising sign boards etc. shall be put up by the Coach/Agency in the premises. Directional and Informational signages regarding the sports can be placed by the Coach/Agency.
- ii. Publicity and sponsorship of alcohol and tobacco products or any prohibited substances is not allowed in the stadium/court.
- iii. Advertisement for self-promotion are allowed in the premises of the court/playing area/field with prior permission of the Authority.

5.6. Sporting equipment

- i. The Coach/Agency shall arrange all the necessary equipment for effective coaching. Space in the SVSP Sports Complex shall be allowed to be used by the Coach/Agency for storing sports equipment, gear etc. However, this would be provided at the discretion of GNIDA, if such storage space is available.
- ii. If storage space for training equipment is required, this should be clearly specified in the proposal.
- iii. The responsibilities of watch and ward shall rest with the Coach/Agency.
- iv. Overall security of the premise will be done by GNIDA. However, GNIDA will not be responsible for loss/theft of any equipment/belongings of Coach/Agency or members.
- v. Any upgradation in the facility or sporting equipment will be allowed as per industry standards, safety standards and ISO standards. All cost is to be borne by the Academy.

- vi. In case of any accident/ mishappening/ tribulation/ hardship/ calamity at the facility during the time allocated to the coach/ agency, pertaining to any equipment or other facility, the Applicant/ Agency will be SOLELY responsible. GNIDA or Shaheed Vijay Singh Pathik (SVSP) Sports Complex will not be responsible for any such accident/ mishappening/ tribulation/ hardship/ calamity, whatsoever.

Annexure B:**Annexure I: Monthly Fixed Fee**

Sr. No.	Discipline	Month Fixed Fee (<i>per Month</i>) (<i>to be paid for all 12 months</i>)
1.	Swimming	Rs. 1,00,000
2.	Squash	

Note: The academy will pay only 50% of the monthly fixed fee for the 1st six (06) months from the time of signing the contract.

Annexure II: Maximum Coaching Charges

S. N.	Discipline	Course	Amount (per Month)
1	Swimming		Rs. 3,000.00
2	Squash	Beginner	Rs. 3,000.00
		Advance	Rs. 5,000.00

Annexure III: Facility Booking Charges (Individual/ Corporate)

#	Discipline	Charges For Individuals/ Club/Institutions (Per Day)	Charges for Corporate (Per Day)	Remark
1	Swimming Pool	Rs. 10,000.00	Rs. 20,000.00	Monday to Friday (9 A.M TO 3 P.M)
		Rs. 15,000.00	Rs. 30,000.00	Saturday & Sunday (9 A.M TO 3 P.M)
2	Squash	Rs. 5,000.00	Rs. 8,000.00	W/o AC, For 5 Hrs
		Rs. 8,000.00	Rs. 12,000.00	With AC, For 5 Hrs

Annexure IV: Play and Pay Charges

#	Discipline	Authority Staff Member	Sports Complex Member	Non- Member	Remark
1.	Swimming	100/ Hour	150/ Hour	200/ Hour	-
2.	Squash	100/Hour/Person			-

Note:

- i. In case any of the above-mentioned non-coaching slots are vacant, then, upon the written request of the coach or the agency, the slots maybe taken up by the coach/ agency or non-members.
- ii. The coach or trainee are required to pay the play and pay charges for the time they are using the premises/ facility.
Example: The coach/ academy will have to pay the play and pay charges over and above the other charges (as applicable). If the coach/ academy is using the Swimming facility for 3 hours, the coach/ academy will pay Rs. 200* 3 Hours, amounting to Rs. 600/- for 3 hours.

Annexure V: Timetable and Reservation of Time

The Coach/ Sports Academy will have to reserve the following no of facilities for the use of Sports Complex Members all the time:

Swimming Pool: Max. no. of users allowed as per the permission of District Administration. Apart from this, 25% slots of the total capacity to be given priority to members, for reservation. In case any of these 25% slots are not filled, then the agency may fill up the slots by the non-members.

6. Appendix

Form-1

Letter of Proposal

(On Applicant's letter head)

[Location, Date]

To:

[Name and address of Client]

Sub: **Submission of proposal for _____ <Insert name of Project>**

Dear Sir,

With reference to your RFP Document dated DD-MM-YYYY, I/we, having examined all relevant documents and understood their contents, hereby submit our RFP for _____ (Insert name of Project)

The Proposal is unconditional and unqualified.

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.

This statement is made for the express purpose of shortlisting for appointment as the Successful Applicant/Agency for the aforesaid Project.

I/We shall make available to the GNIDA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

I/We acknowledge the right of the GNIDA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we 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 nor have had any contract terminated for breach on our part.

I/We declare that:

- I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the GNIDA;
- 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, as defined in the RFP document, in respect of any RFP or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Applicant, without incurring any liability to the Applicants of the Proposal document;

- I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community;
- I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates;
- I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees;
- I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by GNIDA in connection with the shortlisting of Applicant or in connection with the Selection Process itself in respect of the above mentioned Project;
- I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our RFP is not opened or rejected;
- I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the GNIDA or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;
- I/We agree and undertake to all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Date :

Place

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

(Name and seal of the Applicant)

Form-2

Financial capacity of the Applicant

Si.No	Financial Year	Annual Turnover (INR)
(1)	(2)	(3)
1		
2		
3		

Signature of Authorised Person

Date:

Place:

Form 3 – List of Projects

Signature of Authorised Person

Date:

Place:

Form 4

Credentials of the Projects done by Applicant

The following information should be provided in the format below for each Eligible Assignment for which your firm individually was legally contracted by the client stated below: This information shall cover the qualification requirements capable of being evaluated for pre-qualification. Add additional sheets if necessary.

Name of the Firm:

Assignment Name:
Country:
Location within Country :
Name of Client :
Address :
No. of Staff :
Start Date (Month / Year)
Completion Date (Month / Year)
Approx. Value of Services : (in Rupees) :

Signature of Authorised Person

(Certificate from Employer regarding experience should be furnished)

Form-5

Curriculum Vitae of Key Personnel

[Please capture all relevant information]

The following information should be provided in the format below for each of the key personnel as specified in the document: This information shall cover the qualification requirements capable of being evaluated for evaluation. Add additional sheets if necessary.

Designation Proposed :	
NAME OF FIRM :	
NAME OF STAFF :	
DATE OF BIRTH :	NATIONALITY :
EDUCATION :	
EMPLOYMENT RECORD	
From:	To:
Employer:	
Position Held	
DETAILED TASK ASSIGNED	
WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO UNDERTAKE THE TASKS ASSIGNED	

Form 6

Technical Evaluation Form (Coach/ Head Coach or Assigned Coach)

[Please capture all relevant information]

This information shall cover the qualification requirements capable of being evaluated for evaluation. Add additional sheets if necessary.

General information of the Coach/ Head or Assigned Coach

Name:

Contact Details:

Address:

1. (a) Educational Qualification of Coach (starting from 12th level)

S. No.	Qualification	Board/Inst. /University	Marks Obtained/Total Marks	Subjects

(b) Qualifications as laid down by National and International Sports Federations of the respective Sports discipline – Please mark (√) tick

S. No.	Qualification	Tick
1.	NIS Qualified/federation approved Certifications	
2.	Other equivalent qualifications such as NSNIS, SAI, LNCPE etc.	

Note: Please attach documentary proofs

2. Participation in Sports & Position (Coach) – Please mention total medals

	State	International	International
Participation			
Gold Medals			
Silver Medals			
Bonze Medals			

Note: Please attach documentary proofs

3. Additional Details of Participation (Coach) (Event Name, year of Participation, Position)

S. No.	Event Name	Particular of the event (State/National/International/AG/AC/Olympics/WC)	Year of Participation	Position

Note: Please attach documentary proofs

4. Experience of Coaching

Total number of years of experience of coaching: _____

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

Note: Please attach documentary proofs

5. Awards won

S. No.	Award name	Yes/No	Year when won
	Arjuna Awardee		
	Rajiv Gandhi Khel Ratna		
	National Medal Winner		
	Dronacharya Awardee		

Note: Please attach documentary proofs

6. 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 7

[Location, Date]

To: [Name and address of Client]

Sub: **Declaration of State, National and International players produced**

Dear Sir,

The following is a list of the national/international players produced by the Coach/Coaching Academy. The documentary proofs are attached along with this form.

1. Name of Players:

#	State Players (Mention names)	Year of participation	Remarks
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

#	National Players (Mention names)	Year of participation	Remarks
1			
2			
3			
4			
5			
6			
7			
8			
9			

10			
11			
12			

#	International Players (Mention names)	Year of participation	Remarks
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Note: please attach document proofs.

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.

Date:

Place:

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Applicant)

Checklist of Documents to be submitted:

The details of documents to be submitted within the duration (strictly within date and time of opening & closing) of the work as mentioned in RFP notice, otherwise, in any case, RFP shall be rejected.

i) Technical RFP

- a) Earnest Money Deposit (EMD)
- b) RFP Processing Fee
- c) Duly filled up Qualification/Eligibility & Technical Evaluation documents
- d) Copies of Audited balance sheet counter signed by C.A. for last three financial years clearly indicating turnover and T.D.S. or self-declaration by authorized signatories.
- e) Pan/GST certificate of the company/firm.
- f) Any other document as per the RFP document