



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

Request for Proposal
for

**Engaging Coach or Coaching Academy/ Agency in Shaheed
Vijay Singh Pathik (SVSP) Sports Complex for Multiple Sports-
Basketball**

Issued by:

Greater Noida Industrial Development Authority

Plot No. 1, Knowledge Park IV,
Greater Noida, Gautam Budh Nagar,
Uttar Pradesh – 201308

Disclaimer

This Request for Proposal (RFP) document for Engaging Coach or Coaching Academy/ Agency in Shaheed Vijay Singh Pathik (SVSP) Sports Complex for Multiple Sports- Basketball (hereinafter referred to as the "Project") contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as "Bidder/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

This RFP is not an agreement and is neither an offer by the Authority to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders 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** (hereinafter referred to as "Client" or the "Authority") or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. The Authority reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

Information provided in this RFP to the Bidder (s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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1. Data Sheet

1	Name of the Bid	Engaging Coach or Coaching Academy/ Agency in Shaheed Vijay Singh Pathik (SVSP) Sports Complex for Multiple Sports- Basketball
2	Time-period of contract	1 year + Extension for additional 2 years <i>(based on performance with 1-year increments)</i>
3	Method of selection	Quality cum Cost Based Selection (QCBS)
4	Bid Processing Fee	Non-refundable/Nonadjustable fee of INR 1,180 including GST (INR One Thousand One Hundred and Eighty Only incl. GST)
5	Earnest Money Deposit (EMD)	Equivalent to Monthly Fixed Fee of 01 month (Sports wise)
6	Security Deposit	Equivalent to Monthly Fixed Fee for 03 months (Sports wise)
7	Financial Bid to be submitted together with Technical Bid	Yes
8	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
9	Proposal Validity Period	180 days from Proposal Due Date
10	Schedule of Bidding Process	
	Task	Key Dates
	Bid upload date	22.12.2022
	Bid Start Date	22.12.2022
	Last date of receiving queries	30.12.2022 (5 pm)
	Pre-bid conference (Through Zoom)	Date – 30.12.2022; Time- 01:00 pm Meeting ID: 827 5946 6283; Passcode: 123456
	Proposal Due Date (PDD)/ Bid End Date	06.01.2023 (05:00 pm)
	Opening of Technical Bids	09.01.2023 (11:00 am)
	Technical presentation	To be communicated
	Opening of Financial Bid	To be communicated
Issuance of Letter of Award (LOA)	To be communicated	
Signing of Agreement	To be communicated	
11	Consortium to be allowed	No
12	Sub-contracting is allowed	No
13	BOQ Required	Yes

2. 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

1. 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.
2. 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.
3. All papers submitted with the Proposal are neither returnable nor claimable.
4. 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

1. 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.
2. 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

1. 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.
2. 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 Vijay Singh Pathik (SVSP) Sports Complex for Multiple Sports- Basketball.”

3. 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.
4. 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

1. 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.
2. 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

1. 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.
2. 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.
3. 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

1. 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.
2. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

1.2.2. Proposal validity period and extension

1. 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.
2. 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

1. The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
2. 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.
3. 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

1. 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.
2. 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

1. 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

1. 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

1. 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.
2. 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.
3. 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 be 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.
4. 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.
5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids

1.2.8. Verification and Disqualification

1. 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.
2. 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.
3. 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 Clause 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

1. 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

1. After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Clause 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.
2. 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.
3. 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

1. 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.
2. 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

1. 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

2. 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

1. 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

1. 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 **Error! Reference source not found.** of this RFP.
2. The Proposal containing the Technical Details in Clause **Error! Reference source not found.** of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

1.2.15. Earnest Money Deposit

1. The Bid document should be accompanied with an Earnest Money Deposit (EMD) as mentioned in the data sheet of this document.
2. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
3. For unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
4. For successful Bidder's e-Bid EMD will be returned after submission of Security deposit and signing of the contract.
5. 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

1. 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 Clause 4 of this bid document.
2. 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

1. 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.
2. The notification of award will constitute the formation of the contract.

1.2.18. Security deposit

1. Prior to award of contract, to fulfil the requirement of security deposit during the implementation period, the successful Bidder will deposit Security deposit 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.
2. 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.

2. General Introduction

2.1. Project Background

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.

2.1.1. 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 integrated complex is spread over 40 Acres, the SVSP Sports Complex has the following facilities:

- ▶ International standard cricket stadium
 - Spectator mounds with a capacity of 8,000
 - South pavilion with all cricket related facilities like, Team dressing rooms, VIP box, administrative rooms, commentator’s room, medical room, umpire room etc.
 - Appropriate lighting infrastructure
 - Cricket practicing pitches
- ▶ Athletic stadium
 - Seating capacity of 500
 - Changing rooms for teams
 - Dedicated rooms for match officials
 - Spectator mounds with a capacity of 8,000
- ▶ Indoor stadium
 - The size of the arena is 60mx45m including safe corridor of 2m wide
 - Designed to host multiple sports & related events
 - Centrally air-conditioned, multipurpose indoor hall with playing/event area of 30,000 sq.ft
 - Spectator capacity of 4,500
- ▶ Aquatic centre
 - Olympic-size (50mtr by 25 mtr) indoor swimming pool along with a warm-up pool (25mtr by 12.5mtr) as per international norms.
 - Spectator capacity of 2,500
 - Two squash courts
- ▶ Tennis stadium
 - Tournament court of playing size 18.3x36.0m in the centre of the arena & overall size is 23.0x41.0m
 - Spectator capacity of 2,000
 - 5 guest rooms with attached toilets
 - Media & VIP room
- ▶ Bowling alley
- ▶ Skating rink
 - 55mtr – 40mtr rink with a provision for a bent track
 - Spectator capacity of 1,000
- ▶ Outdoor playing courts
 - Basketball - 2nos
 - Volleyball - 2nos
 - Lawn Tennis - 4nos
- ▶ Indoor 10 meter 7-lane shooting range
- ▶ Club area
 - Fine dining restaurant with outdoor dining space
 - Hobby room
 - Open amphitheatre

- Eight (8) Guest rooms
- Two (2) Suit rooms
- Open terrace party area
- Conference room
- ▶ Multipurpose outdoor lawn
- ▶ Food court - 8nos
 - Separate common service corridor and entrance
 - 8 covered sitting areas with tensile fabric canopies
- ▶ Open parking space for 500+ vehicles

The site layout for the SVSP Sports Complex is as below:



2.1.2. With the above background, the Authority intends to select coaching providers (Coaches or Coaching Agencies) to impart coaching at SVSP sports complex.

2.1.3. Pertaining to this, the Scope of Work as given in Clause 3 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.

2.2. Brief description of the selection process

- I. GNIDA invites Technical Proposals from Applicants to perform the duties and functions set forth in this RFP.
- II. GNIDA intends to select the Applicant through an open selection process in accordance with the procedure set out herein.
- III. The Applicant with the highest Technical Marks shall be selected for providing services at SVSP Sports Complex.

2.3. Communications

All communications should be addressed to:
 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.

3. Terms of Reference

3.1. Scope of Services

1. The SVSP sports complex is a world class facility for the development and growth of sports in Greater Noida City. The complex is now open for use to general public & members, on pay and play basis.

Proposals are invited to impart coaching in the following disciplines at the SVSP sports complex from experienced Coaches / Coaching Agencies (*Applicants may apply for one or multiple disciplines*).
2. 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 Annexure for details*)
3. The revenue share will be calculated from either the coaching fees collected or the monthly fixed fee (*whichever is higher*). For example: The Revenue from coaching facility is INR 10,000/- (*40% share of the Authority*) and monthly fixed fee is INR 7000/- then the revenue share will be calculated on the coaching fees collected.
4. The coaching offer should be submitted as per Forms of this RFP document. The coaching fee may be increased at the start of each year. The Monthly Fixed Fee will be increased at the start of each year. Both increments will be depending upon-
 - adherence of the projections of students (as submitted in the proposal) and,
 - management of the tasks during the tenure

The Broad scope of tasks shall be as follows:

3.1.1. Provide coaching facilities

- i. The Coach/Sports Academy shall be responsible for providing coaching facilities pertaining to their discipline.
- ii. The Applicant shall provide coaching facilities for both basic and competitive levels.
- iii. The Coach/Agency will implement world class procedures in training as prevalent in the best academies around the world.
- iv. Coaching fee, timings, duration of coaching etc. will be as defined as in Annexures.
- v. The Applicant shall maintain, for coaching purposes, an attendance log and prepare a timetable to accommodate both students taking coaching. The Applicant must follow the timetable approved by the Authority, at all times.
- vi. The Coach or Assigned Coach/ Head Coach (in case of coaching agency) would be required to personally conduct the coaching. In case he needs help in his assignment he may employ assistants who must also be qualified coaches. The details of such assistants and their qualification must be given in the application.

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. It shall be mandatory for the Applicant to maintain ethical code, professional conduct and impart the same in the users by training and teamwork.

- vii. Responsibilities of the coach:
 - a. To be present at the assigned coaching areas at all times.
 - b. To make sure that essential equipment, are in place at the facility. Make sure there are no obstacles or hazards at the assigned coaching area.
 - c. To establish policies governing each action of users before, during and after each coaching session.
 - d. To ensure that users understand the use of training equipment. Make them aware of the potential accidents that may occur from use of equipment.
 - e. To establish warm-up procedures to be followed at all practices and meets
 - f. To have basic safety and rescue trainings and assist in an event of any emergency
 - g. To advertise and make the coaching services popular amongst residents of GNIDA.

3.1.2. Operate the assigned playing area/field/court

- i. GNIDA shall be responsible for basic operation of the assigned facility.
- ii. GNIDA shall clean the assigned premises regularly/all time in order to impart coaching in perfect hygienic condition.
- iii. The Applicant shall compensate the Authority for any damage or loss if found during the allotted time of coaching, 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.
- iv. No permanent markings in the grounds/courts with any kind of powder/tape/other material would be permitted. The Applicant shall not cause or permit to be caused any damage to the said premises. Under no circumstances, the Applicant shall make any alteration to the said premises without the prior written permission of GNIDA.

3.1.3. Ensure complete safety of users as per statutory guidelines *(During the time the facility is allotted to the Applicant)*

- i. The Applicant shall be responsible for the safety of users, during the time the facility is allotted to the Applicant, and a first aid box should be located at close proximity of the activity area where it is accessible to all. These arrangements shall be made in advance.
- ii. The Applicant shall be responsible for the safety of users within the designated playing area/field/court, especially females, against any harassment or misconduct. Any such incident will be dealt with severity and the Authority shall be bound to take legal action against the Applicant and the responsible person.
- iii. Handle discipline situations with courtesy and fairness.
- iv. Respond quickly, intelligently, decisively and in accordance with established emergency and accident management procedures applicable to sporting discipline on offer.
- v. The Applicant shall ensure to take all necessary measures for protection against child abuse and must follow the guideline of POCSO (Protection of Children from Sexual Offences) Act, 2012. A monthly report to be submitted to Authority.
- vi. The Applicant will not allow any prohibited drug or substance by any trainee or trainer under any circumstances in the premises.
- vii. The Applicant must ensure that there is no discrimination against any trainee or trainer on the basis on caste, religion, race or sex.

3.2. Timeline

#	Deliverable	Timeline (t=0) from signing of Agreement/Contract
1	Commencement of all the activities as per ToR	10 days

- 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 01-year and it may be extended for a further period of 02 years (with 1-year increments) 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. No. of students at the academy during each month of the tenure (adherence to the projection proposal)
 2. Certifications and Awards received during the tenure.
 3. Maintenance of the premises.

4. Qualification and Selection Criteria

4.1. Eligibility 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 experience of **not less than 3 years** in that field 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. In case an Academy is applying, **the experience of the Head coach** that will be appointed at GNIDA should be provided (Form 1.3). The coach whose details are provided in Form 1.3 would have to personally conduct the coaching. As long as the head coach/ coach is on the payroll of the academy, they will be considered. The organization must make sure that the head coach/ coach must be equivalent or higher to the eligibility criteria mentioned in the RFP document. They must be available for immediate joining.
- iii. With regard to the Coaches, they should have the **basic qualification** as laid down by the National and International Sports Federations of the respective Sports discipline i.e. Diploma by the NSNIS (Netaji Subash National Institute of Sports) or LNCPE, SAI or a Govt. recognized Sports College/University/Institute.

Notes: The Applicant shall submit their details, coaching experience by them in the Performa of Appendix-Forms of RFP for the works to be considered for qualification in technical eligibility. **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)	25	Self-declaration by coach (Form 2)
2	Experience of Head Coach <ul style="list-style-type: none">• Arjuna or Rajiv Gandhi Khel Ratna or Dronacharya or Lakshman Awardees or International Medal Winner Player (25 Marks)• National Medal Winner Player (15 Marks)• State Medal Winner Player (10 Marks)	25	Copies of self-attested certificates (Form 3)
3	Players produced by the Head Coach A. State Players <ul style="list-style-type: none">• 03 to 05 players (03 Marks)• 06 to 10 players (05 Marks)• 11 and above (07 Marks) B. National Players <ul style="list-style-type: none">• 01 to 02 players (04 Marks)• 03 to 05 players (06 Marks)• 06 and above (08 Marks)	25 <i>(Maximum Marks)</i>	Self-declaration by the Applicant to be provided along with Form 4

	<p>C. International Players:</p> <ul style="list-style-type: none"> • 01 player (06 Marks) • 02 to 03 players (08 Marks) • 04 and above (10 Marks) 		
4	<p>Interview/Presentation by the Coach/Coaching Agency-</p> <ul style="list-style-type: none"> • Experience of the head coach and academy • Plan for conducting the Coaching during the tenure • Projection of no. of students every month till the end of the tenure. <p>Note- In case the projections do not match the actual numbers, the contract may not be extended.</p>	25	

4.3. Financial Evaluation

Minimum score of 60 marks is required in the technical evaluation process for the bidder to be eligible for financial opening. Only those bids fulfilling the minimum score criteria would be eligible for opening of financial bids. All the firms which meet the minimum qualifying marks prescribed will stand technically qualified for consideration of their financial bids. **In case, the quoted rate is less than the minimum fixed fee (as mentioned in this RFP), the financial bid will be rejected, and the bidder will be disqualified from the bidding procedures.**

FOR Quality cum Cost based Selection (QCBS)

Under QCBS, the Technical Proposals will be allotted weightage of 70% while the Financial Proposals will be allotted weightages of 30%.

Proposal with the lowest cost shall be given a financial score of 100 and other proposals shall be given a financial score that are inversely proportional to their quoted prices.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposed weightages for quality and cost shall be specified in the RFP.

Highest points basis: On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure can be followed.

In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 60 and the weightage of the technical bids and financial bids was kept as 70:30.

In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 60. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated cost:

- A. Rs. 120.
- B. Rs. 100.
- C. Rs. 110.

Using the formula $LEC \times 100 / EC$, where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

A: $100 \times 100 / 120 = 83$ points

B: $100 \times 100 / 100 = 100$ points

C: $100 \times 100 / 110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $75 \times 0.70 + 83 \times 0.30 = 77.4$ points

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 86$ points

Proposal C: $90 \times 0.70 + 91 \times 0.30 = 90.3$ points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 77.4 points H3

Proposal B: 86 points H2

Proposal C: 90.3 points H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as H1 (highest ranked) and recommended for negotiations/approval, to the competent authority.

4.4. Contacting GNIDA

- I. No Applicant shall contact 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 GNIDA, he/she can do so in writing.
- II. Any effort by an Applicant to influence GNIDA in its decisions on RFP evaluation, RFP comparison or contract award may result in rejection of the application.
- 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, 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 within 15 days, or as initiated 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: Standard Forms

FORM 1: Technical Proposal Submission Form

Letter of Proposal (On Applicant's letter head)

(Note: Applicant must submit separate forms for each sport that they are applying for)

[Location, Date]

To:

[Name and address of Client]

Sub: Submission of proposal for _____ *<Insert name of Project (along with the sport(s) applying for)>*

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, along with the sport(s) applying for)*

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/ Corrigendum 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

Curriculum Vitae of Key Personnel

[Please capture all relevant information]

(Note: Applicant must submit separate forms for each sport that they are applying for)

The following information should be provided in the format below for each of the key personnel for each of the applied sports as specified in the document:

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

A copy of Aadhar Card has to be attached along with the CV.

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	
I, hereby, declare that all information provided here is true to the best of my knowledge. A copy of Aadhar Card and PAN Card has been attached along with the CV.	
SIGNATURE:	

Form 3

Technical Evaluation Form

(Coach/ Head Coach or Assigned Coach)

(Name of Sport- _____)

[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:

(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 (mandatory for evaluation)

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

	State	National	International
Participation			
Gold Medals			
Silver Medals			
Bronze Medals			

Note: Please attach documentary proofs (mandatory for evaluation)

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 (mandatory for evaluation)

2. Experience of Coaching

Total number of years of experience of coaching (in the applied sport): _____

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

Note: Please attach documentary proofs (mandatory for evaluation)

3. Awards won

S. No.	Award name	Yes/No	Year when won
1.	Arjuna Award		

2.	Rajiv Gandhi Khel Ratna		
3.	National Medal Winner		
4.	Dronacharya Award		
5.	Lakshman Award		

Note: Please attach documentary proofs (mandatory for evaluation)

Declaration

Whether any inquiry, investigation, case, departmental or other proceeding in relation to any official case of Criminal offence or allegation of moral turpitude have been initiated/ pending and or the Applicant has been convicted/ held guilty by any court or Authority in this behalf - **Please mark (✓)**

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

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

Place:	Signature:
Date:	Name:

Form 4

(Name of Sport- _____)

[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 for _____ *(insert the name of sport applying for)*. 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. (mandatory for evaluation)

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)

FORM 5: Declaration

Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector

Declaration Letter for “<insert name of the RFP>”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

FORM 6: Declaration

Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Declaration Letter for “<insert name of the RFP>”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

Annexure B: General Condition of Contract

General Provisions

1.1. Definitions

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

- a) "Coach/Agency" means any private or public entity that will provide the Services to GNIDA ("the Client" or "Authority") under the Contract.
- b) "Contract" means the Contract signed by the Parties and all the attached documents, if any
- c) "Government" means the Government of the Client's country/state
- d) "Party" means the Client or the Applicant, as the case may be, and "Parties" means both of them

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 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 Advisor may be taken or executed by the officials specified in the Contract.

1.6. Taxes and duties

The Monthly Fixed 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.

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. The date the Contract comes into effect is defined as the Effective Date.

2.2. Commencement of Services

The Coach/Agency shall begin carrying out the Services not later than 1 month after the signing of this 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

i. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

ii. 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.

iii. 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.

iv. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, GNIDA 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 (i) through (ix) of this GC Clause 2.6.1. 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 2.7 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 (i) through (iv) of this Clause 2.6.2.

- 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 2.7. 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. Settlement of Disputes

a) 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.

b) Arbitration

If the Parties are unable to resolve a dispute amicably through discussion on conciliation, the dispute may be referred to Arbitration. CEO of GNIDA shall appoint the Arbitrator. In case dispute is not resolved through arbitration, the dispute can then be brought to the jurisdiction of District Courts Gautam Budh Nagar or Allahabad High Court as the case may be.

2.8. 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.

2.9. Indemnification

- i. 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.
- ii. Coaches/agencies would indemnify GNIDA against any injury, loss of life, etc., caused either directly or indirectly due to the training. Coaches/agencies would be solely responsible for participation of trainees in any event not approved by GNIDA. All trainees would require to fill up a form with details of terms and conditions of coaching and also indemnify GNIDA against any injury, loss of life, etc., caused either directly or indirectly due to the training.

2.10. Fraud and Corrupt Practices

- i. The Coach/Agency and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, GNIDA shall reject a RFP without being liable in any manner whatsoever to the Coach/Agency, if it determines that the Coach/Agency has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, GNIDA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to GNIDA for, *inter-alia*, time, cost and effort of GNIDA, in regard to the RFP, including consideration and evaluation of such Coach/Agency's Proposal.
- ii. For the purposes of this Clause i, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GNIDA who is or has been associated in any manner, directly or indirectly, with the Selection Process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GNIDA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save and except as permitted under the Clause 3.17 of this RFP, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a legal, financial or technical adviser of GNIDA in relation to any matter concerning the Project;
 - b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process;
 - d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by GNIDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.11. 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.

2.12. Obligations of the Coach/Agency

- i. 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).
- ii. The coaching charges and all other charges (if any) will be collected by GNIDA at the Reception Centre and the receipt would be provided for all payments made. The share (60%) of the Coach/Agency for the preceding month will be given in the first ten days of the current month. The Coach/Agency will ensure that only those persons who have a valid receipt are permitted to join coaching classes.
- iii. The Monthly Fixed Fee will also be increased by 5% at the start of every year during the total period of the Contract including the extended period, if any, depending upon the conditions as mentioned in this RFP.
- iv. The projections of the number of students as provided/ submitted in the proposal, must match the actual numbers (a difference of 10% is acceptable) on monthly basis. Non-adherence to this may affect the extension of the tenure. The minimum number of students to be enrolled every month is mentioned in Annexure-II.
- v. Any incident of misbehaviour or misconduct from the deployed workforce of the Coach/Agency towards the public shall be liable for punishment as decided by the Authority. In case of repetition of similar fault, the Authority may decide to terminate the contract, forfeit the Security deposit and blacklist the Coach/Agency.
- vi. The Coach/Agency shall compensate the Authority for any damage or loss if occurred during the allotted time, 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. Videography/ photographic evidences can be used for the clarifications.
- vii. No personnel shall be employed by the Coach/Agency whose age is below 18 years.
- viii. The Coach/Agency shall be responsible for maintaining and enforcing all rules and regulation applicable to the discipline.
- ix. The Coach/Agency shall follow all the rules and regulation laid by the government, including but not limited to hiring of staff, deployment of equipment, security and safety.
- x. Only valid trainees, who have paid for a particular sport, will be allowed to enter the playing area/field of 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.
- xi. No other commercial activities such as, sale of merchandise, running of pro-shops etc. shall be permitted.
- xii. Monthly fixed fee, timings, duration of coaching, no. of students will be as defined as in Annexure I, Annexure II and Annexure III.
- xiii. The Coach/ Agency shall ensure to take all necessary measures for protection against child abuse and must follow the guideline of POCSO Act.
- xiv. The Coach/Agency will not allow any prohibited drug or substance by any trainee or trainer under any circumstances.
- xv. The Coach/Agency must ensure that there is no discrimination against any trainee or trainer on the basis on caste, religion, race or sex.

- xvi. For any additional small or large equipment installed by the coach/ agency, all the expenditures will be borne by the agency, for e.g.- split ac, water-cooler, light fixture, modern machinery, air purifiers, TV, storage, lockers, flooring etc. GNIDA will provide the facility at As-Is-Where-Is basis only. (refer to Annexures)
- xvii. In case of any mishappening/ tribulation/ hardship/ calamity at the facility, pertaining to any reason, 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.
- xviii. There Applicant/ Agency MUST ensure availability of medical first-aid kit in the facility. The kit must have all the essential items including, but not limiting to, medicines, band-aids, ointments, oximeter, pulse-meter, thermometer etc.

2.13. Obligations of GNIDA

- i. GNIDA will provide all basic permanent infrastructure for the game and all other operational day-to-day expenses.
- ii. All CCTV footage records will be kept under the supervision of GNIDA. The recordings will be kept for a maximum of 30 days.
- iii. The Authority will be responsible for deploying security guards/other personnel for the overall security of the SVSP Sports Complex.
- iv. GNIDA shall be responsible for the upkeep of all amenities and all common public spaces in the Sports Complex such as toilets, water purifiers, parking etc.
- v. GNIDA shall pay the electricity charges pertaining to all facilities/ area.
- vi. 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. Monthly fixed fee, timings, duration of coaching, no. of students will be as defined as in Annexure I, Annexure II and Annexure III.

3. Special Conditions of Contract

3.1. 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 the biometric is not working, a logbook has to be maintained for the attendance. In such cases, GNIDA shall be informed immediately to make the biometric attendance functional.

3.2. Concessional coaching rates

- i. Concessional coaching rates for members will be 25% lesser than the rates payable 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.
- iii. The students in this category will be decided by the committee, which will consist of the officials from GNIDA and members of the Academy. The applications will be open every quarter and will be advertised widely.
- iv. Authority may decide to give concessions/ rebates for star players, budding players or 'jewels of Greater Noida'.

Note: GNIDA shall reimburse all concessions offered as part of clause no. 3.2 (*Members & EWS*) to the Coach/Agency each month.

3.3. 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.
- iii. Admit cards for Trials- each academy will be given TWO Trial Admit Cards for the student who wants to run a trial at the academy. The card will be valid for 3 days only and can be used **only** for 3 days by an individual in a month. Any sort of misuse found on this card will lead to a penalty of Rs. 5000 per incident on the academy.

3.4. 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.
- ii. The applicant can arrange the tournaments after getting approval on the proposal by GNIDA. The revenue sharing for each tournament will be pre-decided.
- iii. The complex may be taken by GNIDA for 45 days in a year to conduct the events/ tournaments as and when required, making these days as a zero period. The academy will be given a prior notice of 7 days for the same. These days (zero period) will be extended in the tenure at the end of the year.

3.5. 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.

3.6. 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 Coach/ Agency/ 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.

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Annexure C:

Annexure I: Monthly Fixed Fee

Sr. No.	Discipline	Month Fixed Fee (per Month)
1.	Basketball	Rs. 15,000.00

Annexure II: Timetable for Academies

The applicants will operate academies during the fixed slot timings only.

S.No.	Discipline	Morning Timing	Evening Timing
1	Basketball	5 am – 8 am	3pm – 8 pm

Note- 10%-15% slots of the total courts or play area should always be available for the members.

Annexure III: Facilities to be provided by Sports Complex

Facilities to be provided by Sports Complex				
S.No.	Discipline	Details of the facilities provided by Sports Complex for coaching purpose	No. Courts/ Area Available	Max no. of agencies that co-run the sport
1	Basketball	Marked Synthetic courts with Poles & Nets Housekeeping & Cleaning Flood lights	01 court	01

Note: All other or additional facilities or equipment will be the responsibility of the bidder.
It is advised for the applicant to visit the facility once to get an overall feel of the infrastructure.

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