

Sports Authority of India

“REQUEST FOR PROPOSAL”

(RFP)

For

**Appointment of PMC for Replacement of 400 Mtr. – 8 lanes Synthetic Athletic Track-1 at
NSNIS, Patiala, Punjab**

Tender Reference Number: 01-11006(02)/7/2022-HO - Infra Division

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

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DISCLAIMER

1. The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement or an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project Management Consultancy (PMC). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidders may be 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 the law expressed herein.
4. The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
5. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the PMC and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
6. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.

1. NOTICE INVITING TENDER

Sports Authority of India, (hereafter referred as “SAI”) an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from CPSU/State PSUs/eligible as per GFR 2017 under section 133 (3) notified by the Ministry of Urban Development (MoUD) having sufficient experience and credentials to associate with SAI as Project Management Consultancy for **Replacement of 400 Mtr. – 8 lanes Synthetic Athletic Track-1 at NSNIS, Patiala, Punjab** in accordance with the terms of reference (“Terms of Reference” or “TOR”).

2. BID SCHEDULE & DATA SHEET

S.N.	Particular	Details
1.	Name of the Work	Appointment of PMC for Replacement of 400 Mtr. – 8 lanes Synthetic Athletic Track-1 at NSNIS, Patiala, Punjab
2.	Estimated cost of the Project	Rs 12.29 Crores including GST and excluding PMC cost.
3.	Estimated period for completion of services	PMC shall be responsible for: Development of project within 6 months. In addition, 12 months of defect liability period post Hand Over at SAI RC Gandhinagar. Note: PMC role is envisaged for complete Project Development as representative of Authority.
4.	Date of Publication	11-05-2024
5.	Bid document download start Date	11-05-2024
6.	Last date and time of submission of queries for Pre-Bid Conference	15-05-2024 till 3:00 PM
7.	Virtual Pre-Bid conference Pre Bid Meeting Link	16-05-2024 at 11:00 AM https://meet.google.com/njj-jfzc-ubw
8.	Bid submission start date and time	20-05-2024 from 6:00 PM
9.	Bid submission end date and time	03-06-2024 till 3:00 PM
10.	Bid Validity Period	180 days
11.	Mode of Submission	Online through CPP Portal
12.	Opening of Technical Bid date and time	04-06-2024 at 3:00 PM
13.	Opening of Financial Bids	Shall be notified later
14.	Mode of tendering	Single stage two separate packet
15.	Consortium/Joint Venture	Not allowed

<i>S.N.</i>	<i>Particular</i>	<i>Details</i>
16.	<i>RFP document Fee</i>	<i>NIL</i>
17.	<i>Bid Security</i>	<i>Rs. 1,10,000/-</i>
18.	<i>Bank Account Details of the Authority</i>	“Secretary SAI, Union Bank of India Account No: 108510011000101, IFSC No. UBIN0810851
19.	<i>Authority’s Representative for this RFP purpose & Address of Correspondences</i>	<i>Assistant Director (Infra), SAI</i> <i>Email: infra-sai@gov.in</i>
20.	<i>Performance Security</i>	<i>3% of the quoted PMC Value</i>
21.	<i>Submission of Performance Security</i>	<i>Within 14 days of issue of Letter of Award (LOA)</i>
22.	<i>Signing of Agreement</i>	<i>Shall be notified later</i>

3. INSTRUCTIONS TO BIDDERS

3.1. The Bidders can download this RFP from the website: <http://sportsauthorityofindia.nic.in> & CPP Portal website: <http://eprocure.gov.in/eprocure/app>. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in Clause 2 of this RFP. **Definitions and Abbreviations:** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

- 3.2.1. “Procuring entity”, “Authority” means the organization purchasing services as incorporated in this document i.e., Sports Authority of India (SAI).
- 3.2.2. “Bid” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer to offer services in accordance with the terms and conditions set out in this RFP;
- 3.2.3. “Agency”, “Firm”, “Company”, “Bidder”, “Consultant”, “Service Provider” means any CPSU/State PSUs/ any other Central/ State Government organization/ PSU notified by the Ministry of Urban Development (MoUD) who submit their proposals for providing Services in accordance with this RFP.
- 3.2.4. “Services” means services as mentioned in this document and other such obligations of the supplier covered under the contract.
- 3.2.5. Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities and tasks to be performed.
- 3.2.6. “Letter of Award” or “LOA” means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
- 3.2.7. “MoU” means Memorandum of Understanding i.e., the written agreement entered between the procuring entity and the Project Management Consultancy, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- 3.2.8. “Party” means the Client or the Bidder, as the case may be, and “Parties” means both of them.

- 3.2.9. "RFP" means this Request for Proposal issued by Sports Authority of India for the purpose as mentioned in this document.
- 3.2.10. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as interest free Security Deposit.

- 3.3. The Bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process on the e-Tendering portal as mentioned in Annexure X. This section also mentions the guidelines for submission of bids.

4. LANGUAGE OF BID

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and SAI, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

5. DOCUMENTS TO BE SUBMITTED

- 5.1. All the documents are to be mandatorily uploaded online as per the instruction for online bid submission detailed in this RFP document as detailed in Annexure II-‘Documents to be Submitted’.

6. ELIGIBILITY CRITERIA

- 6.1. Each Bidder should qualify against all the pre-qualification/eligibility criteria as detailed in Clause 1 of Annexure III- Eligibility & Evaluation Criteria.
- 6.2. Bids of the Bidders, who do not meet the required Qualification/Eligibility Criteria mentioned in this RFP shall be treated as non – responsive and their bid will not be considered further.

7. RFP PROCESS

- 7.1. RFP issued by SAI constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as per Clause 6 above) to be PMC (after evaluation of eligible bidders), subject to the terms of this RFP, Tender Documents and the Service Agreement.
- 7.2. This RFP is no more than a request for proposal, and it does not and is not intended to constitute a contract or a grant of any rights or licenses, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by SAI of the Bidder's Bid and the execution of the Service Agreement by both SAI and the Bidder/Service Provider.
- 7.3. This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and SAI reserves the right to

withdraw the RFP and/ or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid.

7.4. Memorandum of Understanding (MOU): The MOU between PMC and SAI will be executed as per the Annexure 'A' based on the Manual for Procurement of Works 2022.

7.5. The term of association shall be for 6 months from the date of execution of MoU followed by 12 months of Defect liability period, (excluding the interim period between submission of DPR to award of work) or until completion of all contractual obligations as per RFP whichever is later. SAI reserves the right to renew/extend the contract in writing for a further period at the same price.

8. BID VALIDITY

8.1. The Bid shall remain valid for acceptance for a period of 180 **days (One Hundred Eighty days)** after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same.

8.2. In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.

8.3. In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

9. BID PRICES

9.1. The Bidder providing services shall quote their service charge as Percentage (%) of estimated cost.

9.2. The Bidder shall indicate in the Price Schedule provided on CPP Portal all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required.

9.3. If any firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

10. EARNEST MONEY DEPOSIT/BID SECURITY

10.1. The bidder shall furnish Bid Security for an amount as shown in the bid document. The Bid Security is required to protect the Procuring entity against the risk of the bidder's unwarranted conduct. Non-submission of Bid Security will be considered as major deviation and bid will not be considered.

10.2. In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.

10.3. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid.

10.4. The Bid Security shall be furnished in one of the following forms:

- a) Account Payee Demand Draft
- b) Fixed Deposit Receipt
- c) Banker's cheque / Pay Order
- d) Bank Guarantee (including e-PBG) from any of the commercial banks (as per the format at Annexure V),
- e) NEFT transfer to "Secretary SAI, Union Bank of India Account No: 108510011000101, IFSC No. UBIN0810851. (Bidder has to upload challan/proof along with Bid on CPP Portal).
- f) Valid Insurance Surety Bonds

10.5. The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee (including e-PBG) shall be drawn on any Commercial Bank in India, in favour of the "Secretary, Sports Authority of India", payable at New Delhi. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under Annexure V of the Bid Document.

10.6. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid.

10.7. Earnest Money is required to protect the Procuring entity against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Procuring entity. The successful bidder's earnest money will be forfeited without prejudice to other rights of Procuring entity if it fails to furnish the required performance security within the specified period.

10.8. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Procuring entity. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.

10.9. 'Bid securities of the unsuccessful bidders shall be returned to them before expiry of the final bid validity and latest on or before the 30th day after the award of the contract'. Bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e., technical evaluation etc.

11. BIDDERS QUERIES AND RESPONSES THERETO

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

To, Sports Authority of India		
BIDDER'S REQUEST FOR CLARIFICATION		
Name of Organization submitting request	Name & position of person submitting	Full formal address of the organization including phone and email points of

		request	contact.
			Tel:
			Email:
Sl. No.	Bidding Document Reference(s) (Clause number/page)	Content of RFP requiring clarification	Points of Clarification required.
1			
2			

11.2. A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with SAI in writing. SAI will respond in writing to such request in pre-bid conference as per the bid schedule. All enquiries should be sent to SAI through email only. SAI shall not be responsible for ensuring that Bidder's enquiries have been received by them. SAI will endeavour to provide a complete, accurate, and timely response to all questions to all the Bidders. However, SAI makes no representation or warranty as to the completeness or accuracy of any response, nor does SAI undertake to answer all the queries that have been posed by the Bidders. All responses given by SAI will be distributed/mailed to all the Bidders or posted on the online portal/website. Bidder should regularly visit the portal for any updates/corrigendum.

11.3. SAI will host a Pre-Bid Conference (Hybrid/virtual), scheduled as per the details in the Bid Schedule. The representatives of the interested Bidders may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder's queries, together with proposed solutions. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The link shall be provided to the Bidders one hour prior to the scheduled meet.

11.4. Within reasonable time period from the Pre-Bid Conference, SAI will issue responses to all of the bidders' written queries, together with any other revised documents (if required).

11.5. Amendments to Bidding Documents:

- i. At any point of time, prior to the deadline for submission of Bids, SAI may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids.
- ii. Such an amendment will be uploaded on SAI website: sportsauthorityofindia.nic.in, and CPP portal of Government of India www.eprocure.gov.in. Bidders are, therefore, advised to refer to SAI website and CPP portal before submitting bids.

12. SUBMISSION OF BIDS

12.1. Bids to be submitted online as per instructions in Annexure IV of the RFP.

12.2. SAI will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.

12.3. In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time on the next working day.

12.4. Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided, they have their Letters of Authority from the corresponding

Bidders acknowledgement letter of bid submission at CPPP website:
<http://eprocure.gov.in/eprocure/app>.

- 12.5. The Technical Bid is to be opened at the prescribed time and date as indicated in RFP Bid schedule. During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).
- 12.6. Financial bids of the technically qualified Bidders shall be opened online at the date, time and as intimated later on CPPP e-procurement website <https://eprocure.gov.in/eprocure/app> The authorized signatories/ representatives of such Bidders who wish to attend the financial bid opening may please do so by showing their bid acknowledgement slip.
- 12.7. Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid schedule mentioned in Clause 2 of the RFP shall not be considered.
- 12.8. The Bidders are required to upload the documents as per Documents to be submitted in Clause 05 & Annexure II of this RFP.
- 12.9. Bidders shall submit 'Online Bid' only in PDF/Scanned copy. Hard Copy of Bid documents will not be accepted.
- 12.10. The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
- 12.11. Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.

13. SCRUTINY OF BIDS

The Procuring entity/SAI will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order. Procuring entity will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.

- 13.1. Rejection of Technical Bids** - In addition to any other reasons stipulated in this RFP, technical Bids may be rejected under any of the following circumstances
- i. Incomplete bids / conditional bid as indicated in the Bid-related documents, addendum (if any) and any subsequent information given to the Bidder;
 - ii. Information that is found to be incorrect/misleading at any stage during the tendering process;
 - iii. Inclusion of Financial/Price Bid details in a technical Bid, or technical Bids that reveal quotations, in any form; and
 - iv. Non-fulfillment of the eligibility criteria or minimum required score in evaluation criteria set out in this RFP, by the Bidder.
 - v. Any Bid that does not comply with the conditions laid down by SAI.
 - vi. Bids which do not confirm unconditional validity of the bid for 90 days from date of opening of Bid.
 - vii. Any other reasons deemed fit by SAI.

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

- i. Incomplete Bids that do not set out the Service Fee for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder.
- ii. Financial/Price Bids made through Tele fax/Telegraphic/Fax/E-mail/by post.
- iii. Bids which do not conform to SAI bid format.
- iv. Bids in respect to which the bidder does not accept SAI rectification of clerical/arithmetic discrepancies in the financial/price bid, if any.
- v. Any Financial/Price Bid that does not comply with the conditions laid down by SAI.

13.3. Other Reasons for Rejection of Bid-In addition to any other reasons stipulated in this RFP, Bids may be rejected under any of the following circumstances:

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

13.4. Minor infirmity/irregularity/Non-conformity

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

13.5. Discrepancies in Prices

- 13.5.1. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the submission of the Bid.
- 13.5.2. If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Procuring entity feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly
- 13.5.3. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- 13.5.4. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 13.5.5. If, as per the judgment of the Procuring entity, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the Procuring entity, the tender is liable to be ignored.
- 13.5.6. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

14. EVALUATION CRITERIA

- 14.1.** The Bids will be evaluated based on the QCBS method) and the evaluation criteria as mentioned in Clause 2 of Annexure III- Eligibility & Evaluation Criteria.
- 14.2.** Overall weightage of 20% for Financial Bid and 80% weightage for Technical Bid shall be considered while calculating final score.
- 14.3.** A Bidder must get a minimum of 75 marks (out of 100 marks) in the Technical Evaluation to proceed to opening of Financial/Price bid. The technical score as obtained by the bidders will be denoted as T_s .
- 14.4.** The Bid of the Bidder who submits the lowest Financial/Price bid shall get the maximum weightage F_s , (100 marks) and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder (bidder who gets the maximum weightage, F_s):
- $$F_s = 100 \times F_L / F$$
- where, F_s = The Financial score of the financial proposal being evaluated,
 F_L = The price of lowest priced financial proposal and
 F = The price of financial proposal of the concerned bidder
- 14.5.** The Bid of the Bidder, who obtains the highest total score ($S_t = T_s \times 0.80 + F_s \times 0.20$) across the technical bid and the Financial/Price bid, will be rated as the 'Best Bid' and will be declared as the successful Bidder. In the event that one or more Bidders have the same S_t value, the Bid with maximum financial weightage (F_s), among the bidders with same S_t value will be rated as the 'Best Bid'.
- 14.6.** Further, in the event that one or more Bidders with the same S_t value also have the same financial weightage (F_s), the bid from the bidder with the highest Technical Score, T_s , will be rated as the 'Best Bid'. If tie still prevails, then the bidder with maximum average annual turnover during the last three financial years ending 31st March 2024 will be rated as the best bid.
- 14.7.** Supporting documents for bid evaluation may also be verified during presentation. The bidders are advised to make their presentation strictly according to the evaluation criteria based on the credentials submitted above.
- 14.8.** However, in case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, SAI may waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI.

15. DECLARATION OF SUCCESSFUL BIDDER

- 15.1.** Prior to the expiration of the validity period for the Bid, SAI notify the successful Bidder in writing by Notification of Award that its Bid has been accepted. SAI will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and SAI shall discuss and enter into a mutually agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Bidder and shall not have terms and conditions more onerous on the Service Provider than those contained in the RFP.

- 15.2.** The failure of SAI and the successful Bidder to agree to the terms and conditions of the Service Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals.
- 15.3.** Upon the successful signing of the Service Agreement by the Bidder and SAI, and the Service Provider furnishing the Performance Security, SAI will promptly notify the name of the winning Bidder to each unsuccessful Bidder and refund their respective Earnest Money Deposits.
- 15.4.** Term of the Service Agreement: The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.

16. PERFORMANCE SECURITY

- 16.1.** In order to ensure the due performance of the awarded contract, the Successful Bidder shall, within 14 (fourteen) days of entering into the Service Agreement with SAI, furnish an irrevocable bank guarantee for an amount of 3.0% of the accepted value of the contract (“Performance Security”) failing which an amount of 0.1% penalty per day of the contracted amount will be levied on the Bidder. Penalty is for specified period not exceeding total one week i.e. 7 days beyond the 14 days and in case failure continues, necessary action may be initiated against the default as deemed fit by the Competent Authority of SAI. The decision taken by SAI in this regard will be final and binding on the PMC.
- 16.2.** The Performance Security in the form of Bank Guarantee (including e-bank guarantee) or other valid formats like Fixed Deposit/Demand Draft/ NEFT Transfer shall be drawn from any Commercial Bank drawn in the favour of below account details, payable at New Delhi and is to be deposited in the office at Sports Authority of India (SAI) Gate No 10, JN Stadium New Delhi 110003 and/or intimated to the office through mail.
- Secretary SAI
Union Bank of India
Account No: 108510011000101,
IFSC No. UBIN0810851

The format for performance security of submitted in form Bank guarantee is attached at Annexure XII.

- 16.3.** The Performance Security shall be valid for a period of **60 (sixty)** days from the date of expiry of all contractual obligations, including defect liability period. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by SAI. It may require revalidation from time to time as the case may be.
- 16.4.** All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Service Provider. No interest will be payable on the Performance Security by SAI.
- 16.5.** In the event of any failure/any breach or violation on the part of the Service Provider, which is not cured within reasonable time from receiving a written notice of such failure from SAI, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by SAI.

17. SCOPE OF WORK &TIMELINES OF THE PROJECT

- 17.1.** SAI intends to implement the project in single phase. The tentative scope of work is mentioned in Annexure I. The, exact timeline will be discussed and finalized during contract signing.
- 17.2.** The term of association shall be for 6 months from the date of execution of MoU followed by 12 months of Defect liability period, (excluding the interim period between submission of DPR and implementation of project) or until completion of all contractual obligations as per RFP whichever is later. SAI reserves the right to renew/extend the contract in writing for further period at the same price (monthly rates for implementation support finalised in the tender). The resources with proper qualifications as required by SAI should be deployed within 30 days from the date of notification of award. If extension is needed in deployment of an employee, it should be properly informed to SAI authorities in advance.

18. MANPOWER REQUIREMENT

- 18.1.** Bidder shall provide required number of skilled personnel each responsible for a specific role within the system as defined in Annexure I, Bidder must provide clear definition of the role and responsibility of each individual personnel as part of its proposal.
- 18.2.** Bidder shall have a defined hierarchy and reporting structure for various teams that shall be part of the project.
- 18.3.** The Annexure I lists the minimum number and credentials of the key resources required for the successful implementation of the project. However, the Bidder shall account for any additional resources to be positioned for successful and timely completion of the project.
- 18.4.** SAI reserves the right to interview all the proposed resources before accepting deployment in the project.
- 18.5.** Bidder shall use commercially reasonable efforts to ensure it retains the services of its Key resources, including provisioning of competitive compensation, benefits and other conditions to its Resources to incentivize them to remain in Bidder's employment.
- 18.6.** Bidder shall not make any changes to the composition of the Key resources and not require or request any member of the Key resource to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from SAI that would have the same effect):
- Unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
 - Without SAI's prior written consent.
- 18.7.** In case the resource has resigned then the bidder must inform within one week of such resignation.
- 18.8.** Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key resource is not vacant for any longer than 10 days, subject to reasonable extensions requested by Bidder to SAI.
- 18.9.** Before assigning any replacement member of the Key Resources to the provision of the Services, Bidder shall provide SAI with:
- Curriculum vitae and any other information about the candidate that is reasonably requested by SAI; and
 - An opportunity to interview the candidate.
- 18.10.** The bidder must provide replacement resource who score at least the same marks as the resource proposed originally on the same evaluation parameters defined in this Term of Reference document.

- 18.11.** If SAI objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative resource.
- 18.12.** The bidder must ensure at least 4 weeks overlap period for knowledge transfer in such replacements.
- 18.13.** During the implementation of the project, there will be a fortnightly review /regarding the progress of the project during which all the resources should be present.
- 18.14.** The bidder will be responsible to provide resources with laptops enabled with required tools related to work and development environment for completing this engagement.
- 18.15.** The Bidder will immediately provide for replacement of resources in the event if SAI is not satisfied with the resource.

19. TERMS OF PAYMENT

19.1. The payment shall be released as per the terms indicated in the Draft MoU at **Annexure XIII**, and the same is reproduced as below:

- ‘Procuring Entity’ shall accord Administrative Approval (A/A) and Expenditure Sanction (E/S) to preliminary estimate submitted by ‘Project Management Consultant’ and release the initial deposit 10% of the estimate amount to ‘Project Management Consultant’ if the estimate cost is up to Rs.12.29 Crores- If the estimate cost of the work exceeds Rs. 12.29 Crores-, the initial deposit may be Rs. 1.23 Crores + 5% of the estimated cost beyond Rs. 12.29 Crores. The initial deposit shall be deposited soon after accord of A/A & E/S. The subsequent fund demands should be released as per the requirement projected in form 65 CPWD manual along with Utilization certificate (GFR 12C), Progress report and latest photographs of the project. The deposit of 2.5% of the tender cost shall be retained by ‘Procuring Entity’ and will be released against submission of final bills.
- The fund subsequent to Initial Deposits shall be released by ‘Procuring Entity’ to ‘Project Management Consultant’ within 4 (four) weeks of submission of request by ‘Project Management Consultant’ along with all documents as described in Clause – C 1, above. As per the monitoring of physical and financial progress indicators, ‘Procuring Entity’ will take necessary steps for recoupment of the monthly expenditure incurred. Advance recoupment up to 10 % of tender value can be claimed by the PMC with every fund demand.
- If any fund requirement is specifically made by ‘Project Management Consultant’ after the work has been assigned to ‘Project Management Consultant’ for undertaking pre-construction activities related to the Project Execution etc., the same shall be released by ‘Procuring Entity’ within 2 (two) weeks of such specific demand provided the amount is within ceiling limit of Rs 25 lakhs (twenty-five) lakhs. The amount so released to ‘Project Management Consultant’ shall be adjusted from, Initial Deposit amount.
- ‘Project Management Consultant’ shall intimate ‘Procuring Entity’ about any excess expenditure likely to be incurred over and above the approved Projected Cost, as soon as it comes to the knowledge along with reasons and justifications thereof for necessary approvals from ‘Procuring Entity’ before continuing/ incurring the extra/ additional expenditure.
- The ‘Project Management Consultant’ shall be responsible for certifying and making payment of Bills of the Contractors/ Agencies engaged by them and make available Final Statement of Accounts in Standard Format to ‘Procuring Entity’ & also provide copies of Final Bills for all Contract Packages and other expenditure incurred related to Project Construction after the Completion of the Work. In addition, should ‘Procuring Entity’ ask for any other details from ‘Project Management Consultant’ regarding Utilization of Fund at any stage, Detailed Estimates, Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by ‘Project Management Consultant’ readily.

- No other Tax, Cess and Levy, except GST as applicable, shall be paid to the PMC over their Service Charges/ consultancy fees. Recoveries for Income Tax, Education Cess or any other taxes as per prevailing statutory requirements shall be made from the payments of Service Charges made periodically to the PMC. However, if any new tax structure is introduced by Govt. after the last date of submission of bid for RFP, it shall be reimbursed/ deducted accordingly.

19.2. In the event SAI proposes any changes/clarifications/improvement in DPR, the same shall be done at no additional cost to SAI.

19.3. Time and quality shall be the essence of the contract.

19.4. Payment for the work executed beyond stipulated period of completion and if such delay is attributable to PMC will attract penalty as per clause 21. In no circumstance, any payment beyond contractual obligations carrying no approval from SAI will be made to the service provider.

19.5. Service Provider should furnish details of the location from where they are going to raise their Bills / Invoices to SAI.

19.6. Payment to PMC shall be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at source) as per the current Income-Tax Act and /or any other Govt. Orders / rules. The service provider shall be liable for taxes such as GST or any other applicable tax.

19.7. SAI will pay the amount as per the fund demand raised in form of Form-65 along with Utilization certificate- 12 C (as per CPWD manual) by way of e-transfer/RTGS/NEFT/CNA system/Public financial management system, subject to satisfactory work and other parameters as may be defined by SAI.

19.8. Service Provider has to take all overhead costs into consideration while submitting the bid.

20. OTHER TERMS AND CONDITIONS OF THE BID

20.1. All information / details submitted to SAI shall be supported by documentary proof duly certified by the authorized signatory of the Bidder.

20.2. Save as expressly authorized by SAI in writing, the Service Provider shall not, without the prior express approval of SAI, incur any liabilities on behalf of SAI, pledge the credit of SAI or make any representations or give any warranty on behalf of SAI.

20.3. The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by SAI, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against SAI and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by SAI.

20.4. The Bidder must strictly comply with all terms and conditions herein. SAI reserves the right to call upon any or all the Bidders to satisfy SAI regarding the correctness and

genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, SAI may call upon any or all the Bidders to make a presentation to SAI in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or otherwise neglects to make such presentation to SAI shall not be considered for any further evaluation and shall stand immediately disqualified.

- 20.5.** SAI is under no obligation to declare the Bidder quoting the lowest fees as the successful Bidder. The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract as defined in Clause 14 of this document.
- 20.6.** The Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of SAI, such offices and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of work.
- 20.7. Privileges:** The following privileges shall be extended to the Service Provider:
- a. Performance certificate to be issued by SAI to the Service Provider upon the satisfactory discharge of its services in respect of each Phase of the project.
 - b. Successful completion certificate to be issued by SAI after completion of contract to the satisfaction of SAI.
- 20.8. Governing Law and Jurisdiction:** The RFP and the relationship between the Bidder and SAI shall be interpreted in accordance with the laws of India. The courts of Delhi shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and SAI.
- 20.9.** It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. SAI shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/bought over by another company, except with the prior written approval and terms and conditions of SAI and subject to the condition that all the obligations and execution responsibilities under the agreement with SAI, should be passed on for compliance by the new company in the negotiation for their transfer. Any such change should be brought to the notice of SAI within 30 days of such change. In case of non-compliance, the award/ bid process shall be terminated with immediate effect. SAI may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach of contract, has misrepresented or becomes bankrupt or otherwise insolvent, and/or SAI is not satisfied with the work of the Bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SAI. However, in the event SAI, wishes to terminate for convenience, it shall serve a notice period of 30 days to the Bidder, without any cost and/or liability.

- 20.10.** The bidder must monitor and deploy sufficient skilled manpower as defined in Manpower Requirement to complete the deliverables as per timelines mentioned in Scope of Work. However, the manpower as deployed by the Bidder, shall remain in the employment of the Bidder for all purposes and there shall be no employer-employee relationship between SAI and personal employed by the Bidder. The relationship between SAI and the Bidder shall be on principal basis only.
- 20.11.** The bidder has to ensure proper deployment of resources at site during all phases and the deployment plan should be approved by the Procuring entity in advance.
- 20.12.** It will be responsibility of the bidder to ensure and verify the educational qualifications and experience of the resources deployed in the project.
- 20.13.** The bidder shall be responsible for ensuring timely payment to the resources deployed in the project and complying to all laws of the land including statutory liabilities while doing the same.
- 20.14.** The bidder is required ensure the availability of Manpower as mentioned in Annexure I of this RFP and any unauthorized absence of resources for a period of more than 1 week after requirement will attract penalties as detailed below:
- **For Team Leader:** An amount of Rs. 5,000 per day for any unauthorized absence.
 - **For Sr. Engineer/Engineer:** An amount of Rs. 1,000 per day for any unauthorized absence

21. PENALTY

- 21.1.** PMC shall be required to complete the construction of project within the period stipulated in this MOU. In case of delay, which may occur due to the reasons beyond the control of PMC, PMC would approach SAI with full details/justification for extension in time limit for completion of the works.
- 21.2.** In case, completion of the project is delayed due to reasons solely attributable to the contractors/Agencies/Suppliers engaged for the project by the PMC, the PMC shall impose liquidated damages @ 0.50% (Zero point Five Zero percent) on awarded contract value for each week of delay subject to a maximum of 10% (ten percent) of the awarded contract value and the benefit shall be passed on to SAI. Further, No extension of time shall be granted to the Contractor without the approval from SAI for such extension.
- 21.3.** If the PMC fails to perform any of the Services under this document within the requisite time period as mentioned in this document, for reasons he must warrant, SAI shall, unless the Special Conditions include a derogation, be authorized to inflict a penalty of 0.5% (zero point five percent) of the total Service Charge payable to the PMC by the SAI for every week of delay, subject to a cap of 5% of the total Service Charge payable to the PMC. Beyond such penalty, SAI may have right to terminate / review of the Contract.
- 21.4.** If the completion of project is delayed by up to 6 months due to derogation, or any unforeseen situation which is mutually agreeable between PMC and SAI there will not be levy of any penalty charged on PMC.

- 21.5.** No Penalty will be imposed for delay attributable to SAI or reasons which fall within the definition of Force Majeure as per 27 of this RFP.
- 21.6.** Any compensation levied by the PMC due to non-fulfillment of any clause of the contract by the contractor or any recovery from the contractor for bad work or any other reasons whatsoever shall be passed on to SAI.

22. GENERAL TERMS AND CONDITIONS OF CONTRACT

- 22.1.** Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services / supplies to SAI, shall invite all or any actions / sanctions, as the case maybe. The decision of SAI arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to put pressure of any kind, may disqualify the bidder for the present RFP and the bidder may also be liable to be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 22.2.** SAI reserves the right to modify and amend any of the stipulated condition/criterion given in this RFP, depending upon project priorities vis-à-vis urgent commitments.
- 22.3.** SAI also reserves the right to accept/reject a bid, to cancel/abort RFP process and/or reject all bids at any time prior to award of work without thereby incurring any liability to the affected agencies on the grounds of such action taken by SAI.
- 22.4.** SAI may not award the work to the successful bidder at its own discretion without assigning any reason thereof.
- 22.5.** Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 22.6.** The decision of SAI arrived during the various stages of the evaluation of the bids is final & binding on all bidders. Any representation towards these shall not be entertained by SAI. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.
- 22.7.** In case the bidder is found in-breach of any condition(s) of RFP at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- 22.8.** Any attempt by bidder to bring pressure towards SAI's decision making process, such Bidder shall be disqualified for participation in the present RFP and those Bidders may be liable to be debarred from bidding for SAI tenders in future for a period of three years.
- 22.9.** Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on SAI.
- 22.10.** Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained. SAI will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.
- 22.11.** Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document, shall be short-listed for further evaluation.

22.12. It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to barring of the bidder from all Sports Authority of India tenders/RFPs for a period of 3 (three) years.

22.13. Bidders are requested to share information which is true and based some tangible proofs.

23. PATENTS, COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS, SOURCE CODES

23.1. Intellectual Property Rights for any software property and documents (including design, drawings, plans, source codes, databases, documents, training manuals, course content etc.) Developed for this project shall lie with the Procuring entity in perpetuity for all purposes. The Intellectual Property Rights of all the software code, design, drawings, plans, data, algorithms, documentation, manuals, etc. Generated as a part of implementation of this project shall solely vest with the SAI/Procuring entity.

23.2. The Bidder shall ensure that there is no infringement of any Intellectual Property Rights (IPR) of third parties. However, if a third party claims that a product delivered by the Bidder/ to Procuring entity infringes that party's patent or copyright/IPR's in any form, the Bidder shall keep SAI/Procuring entity fully indemnified in this regard and shall defend Procuring entity against that claim at the Bidder's/ expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Bidder.

23.3. The Bidder shall provide as built drawings (civil, electrical or any other drawings and designs as per the requirement of SAI)/layout plans (civil, electrical or any other drawings and designs as per the requirement of SAI). Any changes/ updates in these design and drawing done by the Bidder as part of the deliverables of the project during the contract period shall be provided to Procuring entity as and when done. At the end of the contract period, final documentation shall be provided by the selected bidder to Procuring entity with all updates and modifications failing which may lead to revoking the performance security by Procuring entity.

23.4. The Bidder agrees and acknowledges that all Intellectual Property Rights of work created by the Bidder in pursuance to this RFP/Tender Documents shall stand vested in favour of SAI for all purposes.

24. REPRESENTATIONS AND WARRANTIES

24.1. SAI, along with its employees, representatives, advisers, make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

24.2. SAI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

24.3. The Bidder represents that all the information provided are truthful information without concealment of any facts. In case, at any stage, it is found that any information given by

the Bidder is false / incorrect / concealed, then SAI shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work and/or blacklisting etc. Without incurring any liability to the affected bidder(s) on the ground of SAI/SAI/MYAS's action.

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

25. INDEMNIFICATIONS AND LIABILITIES

- 25.1.** The bidder shall fully indemnify, hold harmless and defend MYA&S, SAI and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to:
- i. any breach of any representation or warranty of the bidder contained in the RFP;
 - ii. any breach or violation of any covenant or other obligation or duty of the bidder under this RFP. SAI accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 25.2.** SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI action.
- 25.3.** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SAI or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and SAI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.
- 25.4.** The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. For any infringement of Intellectual Property Rights (IPR) while providing its services under the Project.
- 25.5.** The Successful Bidder shall at all times indemnify and keep indemnified SAI against any claims in respect of any damages or compensation payable in consequences of any accident, demise, or injury sustained or suffered by its (the Successful Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Successful Bidder.
- 25.6.** The Successful Bidder shall at all times indemnify and keep indemnified SAI against and any claims by Employees in respect of wages, salaries, remuneration, compensation or the like.
- 25.7.** All claims regarding indemnity shall survive the termination or expiry of the Contract

26. Termination

26.1. By SAI: SAI may, without any prejudice to any other remedy for breach of agreement, by not less than 60 days written notice of termination to the Project Management Consultant, terminate this agreement in whole or in part if:

- i. The PMC fails to provide any or all of the services within the period(s) specified in the agreement or within any extension thereof granted by SAI pursuant to the condition of agreement or fails to remedy a failure in performance of their obligations here under within such period as SAI may have approved in writing.
- ii. The PMC becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- iii. The PMC fails to comply with any final decision reached as a result of arbitration proceedings.
- iv. The PMC submits to SAI a statement which has a material effect on the rights, obligations, or interests of SAI.
- v. The PMC, in the judgment of SAI has engaged in corrupt or fraudulent practices in executing the agreement.
- vi. SAI, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

26.2. By PMC: PMC may, by giving 60 days written notice sent to SAI, terminate this agreement. In case the PMC terminates the agreement by giving 60 days notice, SAI will be free to encash the Performance Guarantee as mentioned above.

26.3. Payment upon termination: Upon the termination of this contract SAI shall after adjusting dues, if any recoverable from the PMC make the payment to the PMC. In the event of termination PMC shall be paid for the services rendered satisfactorily for carrying out the assignment up to the date of notice of termination.

26.4. Consequences of termination: In the event SAI terminates agreement in whole or in part pursuant to conditions of agreement, SAI may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the PMC shall be liable to SAI for any excess cost for such similar services. However, the PMC shall continue the performance of the agreement to the extent not terminated and the PMC shall have no claim to compensation for any loss that he may thus incur on account of the action of SAI.

- i. In case of termination during the agreement period, SAI will have the right to retain the documents prepared by the PMC during the agreement period of construction of the project and the PMC shall have no right to use the same in any other project without the permission of SAI. The decision of SAI in this regard will be binding on the PMC.

27. FORCE MAJEURE

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

27.2. If a Force Majeure situation arises, the Successful Bidder shall promptly notify SAI, New Delhi in writing of such conditions and the cause thereof within 7 (seven) days of

occurrence of such event. Unless otherwise directed by SAI, New Delhi in writing, the Successful Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 27.3.** If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, SAI may at its option terminate the contract without any financial repercussion on either side.
- 27.4.** In case due to a Force Majeure event SAI, New Delhi is unable to fulfill its contractual commitment and responsibility, SAI, New Delhi will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

28. DISPUTE SETTLEMENT MECHANISM

- 28.1.** All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. SAI and the Successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2.** If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either SAI, New Delhi or the Successful Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996, as amended, the rules there under and any statutory modifications or re-enactments thereof and the award of such Arbitration Tribunal shall be enforceable in Indian courts only. In the case of a dispute or difference arising between SAI and a Successful Bidder relating to any matter arising out of or connected with the contract, such dispute or difference 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 award of the arbitrator will be final and binding on the parties to the Contract. The fees and the procedure of the Arbitration proceeding shall be in accordance with the prevailing policies of SAI.
- 28.3.** Venue of Arbitration: The Arbitral Tribunal shall have its seat in Delhi.
- 28.4.** The Arbitration proceedings will be in English Language.
- 28.5.** Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the Arbitral Tribunal.
- 28.6.** The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of SAI's Arbitration proceedings.
- 28.7.** All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the High Court at Delhi/ New Delhi.

29. APPLICABLE LAW

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

30. RESERVED RIGHTS

- 30.1.** SAI reserves the right to;
- i. Accept/reject any of the RFP clause in full or part without assigning any reason thereof.
 - ii. Revise the requirement at a later stage as and when required.
 - iii. Amend, modify, relax or waive/delete any of the conditions/ scope of work stipulated in the RFP wherever deemed necessary, even after award of work.
- 30.2.** In the event of any misstatement or misrepresentation being discovered or detected in the information furnished from the documents submitted by the Bidder in response to this RFP or at any later stage, or in the event of any contravention by the Bidder of any condition or criterion stipulated, SAI shall terminate or cancel the appointment / engagement of the Bidder, and nothing shall be payable or be paid by SAI to the Bidder as compensation/damages or penalty;
- 30.3.** SAI will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if SAI decides to cancel the RFP process or for any reason whatsoever.
- 30.4.** The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal or costs incurred for providing any additional information required by SAI to facilitate the evaluation process.
- 30.5.** The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:
- Understood and examined the extent of the Rights, scope of Work and other information made available in writing by SAI, for the purpose of this RFP;
 - Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
 - Satisfy itself as to the correctness and sufficiency of the RFP.
 - Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with SAI or any of its government partners in relation to this RFP. Any clarifications and all information will be via e-mail only to infra-sai@gov.in. No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFP.

31. CORRUPT OR FRAUDULENT PRACTICES

- 31.1.** It is required by all concerned namely the Bidders/Successful Bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, SAI: -
- i. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
 - ii. Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.

31.2. SAI reserves the right not to conclude the Contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.”

32. CONFIDENTIALITY

32.1. The Bidder agrees and acknowledges that this RFP is confidential and the Bidder, by downloading the RFP document, agrees and undertakes that nothing contained in this RFP shall be disclosed in any manner whatsoever, except to the financial and legal advisors of such Bidder. The undue use by any Bidder of confidential information related to the Bid process may, at the sole discretion of SAI, result in the rejection of its Bid. The Bidder shall further ensure that such financial and legal advisors or any other employees, representatives of the Bidder maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.

32.2. The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The Bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the Bidder and SAI. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of SAI or its successors or assignees, including work product prepared at SAI’s expense, for other clients of the Bidder without the prior written approval of SAI. The Bidder is not authorized to identify SAI as a client for the purposes of marketing or for advertising, without the prior written approval of SAI. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on behalf of SAI or any copies thereof to SAI. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship` with SAI without the prior written approval of SAI.

32.3. All information and documents that are furnished by the Bidder will be treated as strictly confidential by SAI and shall not be disclosed by SAI to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

ANNEXURE 'I' | TERMS OF REFERENCE (TOR)

1. Scope of Services:

Scope of Services for Replacement of 400 Mtr. – 8 lanes Synthetic Athletic Track-1 at NSNIS, Patiala, Punjab

DESIGN & SCOPE: The following provisions have to be made:

A. Civil Work:-

1. Providing and fixing of "WAF" (formerly known as IAAF) approved misc. track field original equipment manufacturer from European/ American/ Australian region only.
2. Relaying of Synthetic Athletics Track by providing and laying "WAF" (formerly known as IAAF) approved Synthetic Athletics Track FULL PUR system with full EPDM (without re-cycled rubber) original equipment manufacturer from European/ American/ Australian region only including line marking on the surfaces all complete as per specification laid down by "WAF" (formerly known as IAAF) class-I certification. Normal Stress Areas with a minimum thickness of 15 mm, 20mm and 25mm of finished track surface, wherever required as per site requirements.
3. Providing and laying 63mm thick of bituminous macadam.
4. Providing and laying 40mm thick of bituminous concrete.
5. Providing and laying seal coat over bituminous concrete surface.
6. Providing laying, spreading and compacting graded stone aggregate to Wet Mix Macadam (WMM) specification.
7. Providing and applying of UV protective PU spray coat of WAF approved product manufacturer of required colour over top layer.
8. Rain water harvesting.
9. Providing and laying 60mm thick factory made cement concrete interlocking paver block of M-30 grade.
10. Steel work in built up tubular tround, square or rectangular hollow tubes etc) trusses etc. for shed over seating area.
- 11 Providing and laying M-25 for RCC drain etc
12. Providing and laying in position cement concrete 1:24 148 & 15:10 for base of RWH, Drain & Paver blocks
13. Brick work with common burnt clay FPS (non-modular) bricks of class designation 7.5 for RWH.
- 14 Provision of 1.50 lakh litre capacity UG Sump and Pump room.

B. Electrical Work:

1. 6 Nos. 35 metre high mast with approximate 14 Nos, sports LED lighting fixtures for up-to 400 Lux for athletic track. LED fittings along-with flexible wire for lighting sitting area under fabricated shed etc. complete.
- 2 Electrical panel, cable laying earthing etc complete.
- 3 Sprinkler system for sports ground including softening plant etc complete

2. RESPONSIBILITIES OF THE PMC

- a. After the allotment of work and subsequent signing of the MoU, the PMC shall take possession of encumbrance's free site from SAI and shall nominate a responsible Team Leader for execution of the project under intimation to SAI.
- b. A conceptual planning, designing of the project shall be done by the PMC as required by SAI. The PMC shall prepare a preliminary estimates, conceptual architectural scheme and service drawings required for tendering purpose of the Project after getting approval of the conceptual drawing and specifications from SAI. While detailing the scheme, PMC shall provide only those requirements, which can be accommodated within approved estimated cost, as per priority decided mutually between the SAI and the PMC.
- c. Appointment of the contractors/EPC contractors by the PMC will be done in a transparent manner following the provisions contained in General Financial Rules 2017 as amended from time to time and the manual on policies and procedures for procurement of works issued by the Ministry of Finance. The work assigned to the PMC shall be executed through open tender system with wide publicity as per the provisions contained in GFR 2017, CPWD and CVC guidelines, and other applicable best practices
- d. PMC shall be wholly responsible for any observations/ comments/ defects pointed out by C.T.E / C.V.C / C.A.G in the planning and procedures of execution of this project.
- e. Upon signing of the MoU with selected PMC, The PMC shall furnish to the client a detailed time-schedule (bar chart) for getting the works executed, after finalization of the Detailed Estimate based on Detailed Designs and Drawings (prepared by the PMC). During the various stages of execution, PMC shall submit monthly progress reports about the physical and financial progress of project works, including bar charts and site photographs (with date stamped)
- f. The PMC shall be fully responsible to defend any suits or arbitration cases arising out of project in connection with the work between the PMC and its Contractors(s). Settling the Claims/disputes, if any, made by the Works Contractors, where there is disagreement between the PMC and the Works Contractor, such disputes shall be referred for Arbitration by an Arbitrator as provided for in the Works Contract between PMC and the contractor. All amounts payable to the contractor on his claims decided by the arbitrator and agreed to by the contractor will be charged to the cost of works. For such situation the PMC has to seek prior permission from the Client with respect to acceptance/challenge of the award.
- g. Granting Extension of Time to the Contractor (only after permission from SAI is obtained) for the completion of Works, with or without Liquidated Damages, subject to keeping SAI informed the same with full details and proper justification for the same.
- h. PMC has to execute the work without any Deviation in drawing, design, specification, quality, quantity and without any cost & time escalation. In case of inevitable and non-avoidable situation, the prior permission/direction of SAI will be must.

- i. In case the above permission/ direction is granted to the PMC, then the PMC shall keep a close watch on deviations during execution by way of Extra items, substituted items and Deviations in Quantities of Schedule items. The PMC shall fix the Rates for items/quantities covered by Deviation orders given below:
- i. Deviation (if any), in form of change in approved quantities/extra items/substituted items from within DSR, shall attract discount offered in the original Contract.
 - ii. Fixation of Cost of NDSR items (not already included in original contract) shall be governed by the relevant clauses of manual of the PMC executing the job.

Further, SAI is to be informed timely by the PMC prior to issue of necessary revised expenditure sanction when ever found necessary.

J. PMC shall also appoint FIH approved third-party quality assurance agency (TPQA) to inspect the works and advice PMC to ensure completion of quality works in stipulated time frame. PMC Charges should also include TQPA cost also.

3. Constitution of the Team/ Minimum Proposed Manpower Deployment

3.1. Roles and responsibilities of aforementioned resources is presented below:

S No	Type of Resource & minimum required deployment	Qualification, Experience and Roles & Responsibilities
1	Team Lead cum Project Manager – 1no.	Overall Experience 15 years; Holding Master's or PG Qualification in Civil or Construction Management or equivalent – Presence of Team Leader cum Project Manager on site is requested at least once in every month during planning, execution and once in two months during defect liability period of the project. Rest of the terms are same
2	Engineer (Civil) – atleast 1 no.	Graduate Degree/diploma holders in Civil Engineering with minimum of 05 years' experience in construction industry and well versed in construction supervision, quality control, MIS, safety, reporting and other allied construction works
3	Engineer (MEP) – at least 1 no. as per domain requirement	One Graduate Degree in Electrical or Mechanical Engineering with minimum of 05 years experience and 01 Diploma holder with 05 years of experience in construction industry and well versed in construction supervision, quality control, MIS, safety, reporting and other allied construction works
4	Engineer (Civil) – atleast 1 no. for DLP	Graduate Degree/Diploma in Civil Engineering with minimum of 05 years' experience in construction industry and well versed in construction supervision, quality control, MIS, safety, reporting and other allied construction works
5	Engineer (MEP) – atleast 1 no. for DLP as per domain requirement	Graduate Degree/Diploma in Electrical or Mechanical Engineering with minimum of 05 years' experience in construction industry and well versed in construction supervision, quality control, MIS, safety, reporting and other allied construction works

- All resources are required to be available for all online meetings with the Procuring entity, during deployment period. Deployment of Team Lead and members must be onsite as per project requirement. Team Lead and members are to be completely assigned/deployed for the project.
- Presence of Team Leader cum Project Manager on site is requested at least once in every month during planning, execution and once in two month during defect liability period of the project. Similarly, Engineer (Electrical) should present on site once in every month during defect Liability Period. Rests of the terms are same.
- Custom duty Exemption certificate (CDEC): CDEC will be issued by the Competent Authority of SAI for the quantity of the items that are requested to be imported for this project.

ANNEXURE 'II' | DOCUMENTS TO BE SUBMITTED

The following documents are to be submitted with the RFP. Upload online the scanned copies as per the instructions mentioned in Annexure X.

Sl. No.	Criteria	Document to be submitted online
1	EMD for an Amount of Rs. 1,10,000.00/-	Scanned copy of proof of submission of EMD/ Bank Guarantee as per <u>Annexure V</u> .
2	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per <u>Annexure IV</u> .
3.	Pre-Qualification Documents	As Mentioned in Clause 1 of <u>Annexure III</u>.
a	Legal Entity	1. Copy of Certificate of Incorporation, Memorandum of Agreement etc. 2. Copy of Registration Certificates with the GST & IT (PAN) Authorities.
b	Consulting Experience	Work order or contract establishing existence and expertise in consulting business for more than 10 years.
c	Turnover	Certificate by their Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per <u>Annexure VIII</u> .
d	Relevant Experience	<u>Annexure VII</u> along with Work Order + Completion Certificates/ payment proof from client /certification from a Chartered Accountant certifying the claim required for each consultancy project
e	Fit and Proper Person	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory, as per conditions mentioned in Annexure III.
f	Declaration in respect to GFR Rule 144 xi	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory
g	Declaration in respect to local content (As per 3 (b) of DPIIT order dated 16.09.2020).	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory
4.	Technical Evaluation Documents	
a	Technical Experience	<u>Annexure VII</u> along with Work Order + Completion Certificates/ payment proof from client /certification from a Chartered Accountant certifying the claim required for each project
d	Quality of Manpower for the Project	<ul style="list-style-type: none"> CVs as per format at <u>Annexure IX</u>. The Bid documents should include the complete man-month deployment of all resources along with requisite justification as per <u>Annexure IX B</u>

Sl. No.	Criteria	Document to be submitted online
e	Technical Presentation	The presentation will be submitted along with the proposal and if necessary and if the situation permits the consultants shall be asked to formally present the same through online medium or in person.
5.	Financial Bid	As per Required Format. To be uploaded only in the Price Bid Section.
6	Authorized Signatory	Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents. OR Signed and scanned copy of Board resolution in favour of Authorized signatory of the bidder. (Sample Attached at <u>Annexure VI</u>)
7.	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.

Note:

Wherever applicable, the above documents shall be used for evaluation purpose as well. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above. All the Bids so submitted must be **unconditional**. Bidders should make sure that all the pages should be **numbered**, and **an index** should be attached as first page with the Bid. The authorized signatory of the Bidder must sign the Bid with proper name, designation duly stamped at appropriate places and initial all the remaining pages of the Bid. SAI reserves its right to demand for original documents as and when required. Nonproduction of original documents shall be considered as a material deviation and may render the cancellation of bid followed by consequences such as forfeiture for Bid amount/Performance security at the discretion of SAI.

The documents submitted must be strictly in the formats as given in this RFP. Any Changes in the formats may lead to rejection of the bid.

ANNEXURE 'III' | ELIGIBILITY & EVALUATION CRITERIA

1. ELIGIBILITY CRITERIA

S. No.	Criteria	Documents Required
1	Legal Entity:	
a	The Bidder must be a CPSU or State PSUs or any other Central/ State Government organisation or PSU notified by the Ministry of Urban Development (MoUD)	Copy of Memorandum of Agreement
b	Should be registered in India under the Indian Companies Act 1956/2013	Copy of Registration Certificate
c	Should be working as PMC agency for at least 10 years till the Bid Due Date	Work order or contract establishing existence and expertise in consulting business for more than 10 years.
2	Technical Experience	
	<p>The Bidder Should have satisfactorily rendered services of project management consultancy & supervision of construction of artificial turf projects during the last five years ending on 31st March 2024,</p> <p>i) At least one similar work of value not less than Rs. 9.84 Crores or</p> <p>ii) Two similar works of value not less than Rs. 6.15 Crores each, or</p> <p>iii) Three similar works of value not less than Rs. 4.92 Crores each.</p> <p>“Similar work” shall mean Replacement of Synthetic Athletic Track as per approved standards of "WAF" (formerly known as IAAF) for Government / Govt. agencies/Govt. autonomous bodies/CFI only.</p>	Work Order + Completion Certificates/ payment proof from client /certification from a Chartered Accountant certifying the claim required for each consultancy project.
3	Financial Criteria	
a	The bidder should have an average annual turnover of at least Rs.12.29 Crores in any three years during the last five years ending 31 st March 2024.	Balance sheets for the last Five years ending March 2023 duly certified by a chartered accountant should be enclosed in bid.
b	<p>i. The bidder should have positive net-worth during each of last 05 years ending 31st March 2024.</p> <p>ii. The bidder should have net-worth of at least Rs. 6.15 Crores as on 31st March 2024.</p>	CA Certified Certificate
4	Any bidder, which has been stand barred/blacklisted/ put on Holiday by any State Government (SG) or Union Territory (UT) or Government of India (GoI), or any of the agencies of SG/UT/GoI or any of the Universities of SG/UT/GoI as on bid due date or pending	Enclose the notarized certificate as per the exact RFP language i.e. " Ms/ has not been stand barred/blacklisted/put on holiday by any State Govt. (SG) or Union Territory (UT) or Govt. of India

	investigations, will not be eligible to participate in this bid.	(GoI), or any of the agencies of SG/UT/GoI or any of the Universities of SG/UT/GoI as on bid due date or pending investigation".
5	The CPSU should have in-house professionally qualified (minimum Graduate degree) regular/outsourced staff as on this bid publication date in the following categories: a. Civil Engineers -20 nos. b. Electrical and Mechanical Engineers- 10 nos.	Furnish a self-certified sheet stating that the bidding CPSU possess the following professionals at least the number mentioned
6	DECLARATION As per GFR Clause 144 (xi) added vide DoE order dated 23.07.2020: Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. All terms as mentioned in the Department of Expenditure order dated 23.07.2020 will be applicable.	Declaration as per New GFR Clause, 144 (xi) 'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

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

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

- Default by The Bidder or any of its or their respective directors, partners, executives or key managerial personnel of any of its obligations to a financial institution or has defaulted on any of its obligations to a financial institution in the last 3 (three) financial years;
- The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.

2. EVALUATION CRITERIA

The technical Bid of each eligible Bidder shall be evaluated in accordance with the following methodology:

S. No.	Criterion	Maximum Marks
1	Technical Manpower	25 Marks
a	Team Leader (Qualification + Experience) Meeting the prescribed Qualification as per Table 1 below – Full marks	5 marks
b	Professionally qualified regular staff in the PSU in following categories	20 marks
i	Civil Engineers (Min. Qualification- B.Tech) <ul style="list-style-type: none"> • 20 nos. to 50 nos.: 5 Marks • 51 nos. to 75 nos.: 7.5 Marks • More than 75nos.: 10 marks 	10 marks
ii	Electrical and Mechanical Engineer (Min. qualification B. Tech) <ul style="list-style-type: none"> • 10 nos. to 20 nos.: 5 Marks • 20-30 nos.: 7.5Marks • More than 30nos.: 10 marks 	10 Marks
2	Presentation	30 Marks
	Methodology Understanding of Project and presentation on made before TEC: <ul style="list-style-type: none"> • Past projects with focus on special features and quality aspects (along with some photos) and special project management techniques that might have been used to execute the project speedily and within initial budgeted cost. (Max Marks 10) • Technical Approach and methodology proposed towards this project with respect to the nature of typology, structure, orientation kind of finishing, approaches for green building, sustainability, energy efficiency/ overall savings safety measures, innovations etc. and innovative idea of technology / PEB/ Modular construction for faster construction. (Max Marks 10). • Project management approach for this project – Work Plan including Time schedule & Quality Assurance & HSE / Risk system, Project organization, 	

	responsibility of key personnel, etc. (Max Marks 10)	
3	Past Experience of the PSU	30 Marks
a	The Bidder Should have satisfactorily rendered services of project management consultancy & supervision of construction projects during the last five years ending on 31st March 2024, i) At least one similar work of value not less than Rs. 9.84 Crores or ii) Two similar works of value not less than Rs. 6.15 Crores each, or iii) Three similar works of value not less than Rs. 4.92 Crores each. “Similar work” shall mean Replacement of Synthetic Athletic Track as per approved standards of "WAF" (formerly known as IAAF) for Government / Govt. agencies/Govt. autonomous bodies/CFI only.	10
b	Consultancy Services (completed project) related to development of Sports Facility during the last 5 years (ending 31-03-2024); 5 marks per project subject to maximum of 20 marks	20
4	Financial Experience	15 Marks
a	Average Annual Turnover, for any three financial years out 2019-20, 2020-21, 2021-2022, 2022-23 & 2023-24 i. equal to 12.29 Crores – 5 Marks ii. greater than 12.29 Crores up to 20 Crores– 7.5 Marks iii. more than 20 Crores- 10 marks	10
b	Net-worth of the PSU ending on 31 st March 2023 i. equal to 6.15 Cr – 3 marks ii. more than 6.15 Cr.- 5 marks	5
Total marks		100

Note:

1. Responses not meeting the minimum pre-qualification criteria will be rejected and will not be evaluated further and no communication will be entertained in this regard.
2. A Bidder must get a minimum of 75 marks (out of 100 marks) in the Technical Evaluation to proceed to opening of Financial/Price bid.
3. Documentation required against each criterion is detailed in Annexure II, Clause 4.

ANNEXURE 'IV' | BID SUBMISSION FORM

To,
Sports Authority of India.

Sub: “Selection of CPSU/State PSUs/ any other Central/ State Government organisation /PSU notified by the Ministry of Urban Development (MoUD) to provide Project Management Consultancy for **Replacement of 400 Mtr. – 8 lanes Synthetic Athletic Track-1 at NSNIS, Patiala, Punjab.**”

Dear Sir,

1. With reference to the RFP dated _____ for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We _____, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of CPSU/State PSUs/ any other Central/ State Government organization /PSU notified by the Ministry of Urban Development (MoUD) to provide Project Management Consultancy for **Replacement of 400 Mtr. – 8 lanes Synthetic Athletic Track-1 at NSNIS, Patiala, Punjab** as per terms mentioned in this RFP.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
4. I/We shall make available to SAI, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the SAI, to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We agree to keep our Bid valid for acceptance for 180 (one hundred eighty) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. I/ We, acknowledge and agree that SAI shall be entitled to forfeit the EMD or performance security without out protest and demur in case of any breach of terms and conditions of RPF/Agreement by us.
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/we certify that we fulfil the “Fit and Proper Person” criteria as mentioned in this RFP document.
9. I/we understand that SAI may cancel the Selection Process at any time and that SAI neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
10. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
11. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

- a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI;
- b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with SAI or any other public sector enterprise or any government, Central or State; and
- c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. None of our full-time Directors is engaged in providing services or is directly related to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
 - a. They are members of a Hindu undivided family; or
 - b. They are husband and wife; or
 - c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

ANNEXURE ‘V’ | BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the supply of _____ (hereinafter called the “Bid”) against the Procuring entity’s Bid Reference No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto Sports Authority of India, New Delhi 110003 (hereinafter called the “Procuring entity) in the sum of _____ for which payment will and truly to be made to the said Procuring entity, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

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

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

- a) Fails or refuses to furnish the performance security for the due Performance of the contract.
- or
- b) Fails or refuses to accept/execute the Rate Contract.

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

ANNEXURE ‘VI’ | POWER OF ATTORNEY (SAMPLE)

(Note- Board resolution in case of company)

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

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

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

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

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

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 50 (fifty) and duly notarized by a notary public.

ANNEXURE 'VII' | ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER

The following information should be provided in the format below for each Eligible Project for which Bidder was legally contracted by the respective Procuring entity/Client of the Bidder stated as a single entity.

(i)	Assignment Name	
(ii)	Type of Project	
(iii)	Name, Contact No. & email of the Procuring entity Representative:	
(iv)	Year in which Project took place	
(v)	Location of Project	
(vi)	Contract Value	
(vii)	Narrative Description of the Scope of work of the assignment	
(viii)	Status of the assignment	

IMPORTANT:

1. Use separate sheet for each Eligible Project. Please mark each sheet as Annexure II(a), Annexure II(b), Annexure II(c).... for each different project.
2. Please provide proof of eligible projects undertaken with a copy of Successful Completion Certificate attached from the Procuring entity. In case Successful Completion Certificate is not available, copy of work order/copy of agreement along with bank statement in respect of the same countersigned by CA must be submitted. The submitted testimonial MUST contain detailed description of work (Scope of Work and TOR) carried out by the Bidder.

ANNEXURE ‘VIII’ | ANNUAL TURNOVER

S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)	Net Worth (INR)
1.	2019-20		
2.	2020-21		
3.	2021-22		
4.	2022-23		
5.	2023-24		
<p>Certificate from the Statutory Auditor</p> <p>This is to certify that the average turnover of the bidder from in any three financial years is Rs. _____. (In words) and the net worth in the last five years is Positive</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p>			

(Signature, name and designation of the authorized signatory)

Note:

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder.

ANNEXURE 'IX' | FORMAT FOR CV

Name of Firm:	
Name of Professional:	
Position:	
Date of Birth:	
Country of Citizenship/Residence:	

Education:

Name of Institution	Degree Obtained	Year of Obtainment

Countries of work experience:

Employment Record

Name of Organisation	Position Held	Duration

Total Work Experience (Relevant): (in years)

Brief Write-up of overall experience:

Work Experience:

Detailed Tasks Assigned	Reference to Prior Work/Assignments that Best Illustrates Work Experience
	Name of Assignment: Year: Client: Project Details: Main project features: Position Held: Activities performed:
	.
	.
	.

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring entity.

Name of Expert/ Personnel	Signature	Date
----------------------------------	------------------	-------------

Endorsement of HR Department/Head of Academic Department/Authorised signatory who will sign the bid document

ANNEXURE 'IX- B' | DEPLOYMENT PLAN

The bidders are required to submit the deployment plan in below format:

Sl. No.	Name	Designation of the resource as per RFP
I Design and Implementation Phase		
a		Team Lead
d		Member1
e		Member2
f		.
g		.
h		.
		.
II DLP Phase		
a		
b		
c		
d		
e		

- Note: The consultant should ensure that the proposed phase wise man months in the deployment plan should be equal to greater than the minimum man months defined against each phase/expert in Annexure I, failing which the Financial Proposal will be adjusted with man-month rate available in the financial proposal.

ANNEXURE 'X' | INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

2. REGISTRATION

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

3. SEARCHING FOR TENDER DOCUMENTS

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

4. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

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

5. SUBMISSION OF BIDS

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

6. ASSISTANCE TO BIDDERS

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

ANNEXURE 'XI' |PRICE BID FORMAT (To be uploaded on CPP portal in the BoQ only)

The format for uploading the price bid that will be uploaded in the CPP Portal.

Sr. No.	Name of Work	Service Charge (in Percentage)	Service Charge (in Words)
		1	2
I	Service Charge as PMC for Replacement of 400 Mtr. – 8 lanes Synthetic Athletic Track-1 at NSNIS, Patiala, Punjab	To be filled in Online mode in the BoQ available on CPP portal only. Rate submitted in Technical bid may lead to disqualification.	

- **Total Quoted Service charges in percentage (%) should be inclusive of all rates for all manpower proposed by the bidder as part of their proposal. Sf, the Financial Score will be derived as mentioned above**

***Taxes will be applicable as per existing government norms.**

***Bidder should consider all overhead costs while quoting.**

ANNEXURE 'XII' |- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

_____ ,

_____ .

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

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

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to ----- days beyond the date of expiry of contract period as per RFP.

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

.....

.....

Name and designation of the officer

.....

.....

.....

.....

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

ANNEXURE 'XIII' | - DRAFT Memorandum of Understanding FORMAT

MOU

MEMORANDUM OF UNDERSTANDING

Between

Sports Authority of India (SAI) an autonomous organization under the Ministry of Youth Affairs & Sports, a PROCURING ENTITY having its Head Office at J.L.N. Stadium, Lodhi Road, New Delhi – 110003

and

.....

for

Replacement of 400 Mtr. – 8 lanes Synthetic Athletic Track-1 at NSNIS, Patiala, Punjab

This, Memorandum of Understanding (hereinafter called “MoU”) signed between [Sports Authority of India] (hereinafter called “PROCURING ENTITY”) represented by its Director Infrastructure Division, Sport Authority of India of one part,

And

....., (hereinafter called “Project Management Consultant”) represented by its.....on other part.

‘Procuring Entity’ and ‘Project Management Consultant’ are also referred to individually as ‘Party’ and collectively as ‘Parties wherever the context so requires.

Whereas ‘Project Management Consultant’ have agreed to undertake the work of Construction of the abovementioned Work(s) at the abovementioned location(s) for ‘PROCURING ENTITY’ as a ‘Deposit Work’ on Project Management Consultant (PMC) basis.

Now, therefore it is agreed between the Parties that:

- A. Assigning of Work by PROCURING ENTITY to ‘Project Management Consultant’:
1. ‘PROCURING ENTITY’ will provide all relevant available documents related to Land, Site Details, functional and space requirements (or Various Facilities, Special Requirements/ Features, and Broad specifications for specialized equipment and plants), layout plan etc. for facilitating Project Execution by ‘Project Management Consultant’ along with A & E Consultants.
 2. ‘Project Management Consultant’ shall appoint, if any, competent Architectural and Engineering (A & E) Consultant commensurate with size and nature of the work after following due process

B. Approval of Preliminary Project Report (PPR) & Detailed Project Report (DPR)/ Preliminary Estimate (PE)

1. Preliminary Project Report (PPR) shall be prepared by 'Project Management Consultant' based on functional & space requirements as intimated by 'Procuring Entity' and submitted to 'Procuring Entity' for its approval. {It would be a joint endeavour on the part of both 'Procuring Entity' and 'Project Management Consultant' in consultation with consultants & experts to develop Standard Plans & specifications for Works, Services & Plants etc. pertaining to various categories of Works etc.}
2. Based on approved PPR, 'Project Management Consultant' shall prepare Detailed Project Report (DPR)/ Preliminary Estimate (PE) consistent with their norms & standards, containing Milestones and commensurate activities to be accomplished against each Milestone & Baseline Programme in the form of CPM Network depicting clearly the Date of Start and Completion of the work and submit it to 'Procuring Entity' along with all relevant input information, documents and Drawings etc. for approval of 'Procuring Entity', 'Project Management Consultant' shall use their departmental procedures & manuals for preparing the Detailed Estimates. 'Procuring Entity' shall accord approval to DPR/ PE containing Milestones and commensurate activities to be accomplished against each Milestone & Baseline Programme in the form of CPM Network and issue Administrative Approval (A/A) & Expenditure Sanction (E/S).
3. On receipt of the Administrative Approval (A/A) and Expenditure Sanction (E/S), the 'Project Management Consultant' shall prepare and accord Technical Sanction (TS) to detailed and coordinated design of all the Architectural, Civil, Electrical, Mechanical, Horticulture and any other services included in the scope of the sanction and of the Detailed Cost Estimates containing the detailed specifications and quantities of various items prepared on the basis of the schedule of rates maintained by Railways/CPWD or other Public Works Organizations.

C. Release of Funds, Payment of Bills

1. The Project Management Consultant has agreed to charge% (Percentage of service charges agreed to) for carrying out the assigned deposit work "**Replacement of 400 Mtr. – 8 lanes Synthetic Athletic Track-1 at NSNIS, Patiala, Punjab**".
2. 'Procuring Entity' shall accord Administrative Approval (A/A) and Expenditure Sanction (E/S) to preliminary estimate submitted by 'Project Management Consultant' and release the initial deposit 10% of the estimate amount to 'Project Management Consultant' if the estimate cost is up to Rs. 12.29 Crore.–If the estimate cost of the work exceeds Rs. 12.29 Crore, the initial deposit may be Rs. 1.30 Crore + 5% of the estimated cost beyond Rs. 12.29 Crore. The initial deposit shall be deposited soon after accord of A/A & E/S. The subsequent fund demands should be released as per the requirement projected in form 65 CPWD manual along with Utilization certificate (GFR 12C), Progress report and latest photographs of the project. The deposit of 2.5% of the tender cost shall be retained by 'Procuring Entity' and will be

released against submission of final bills.

3. The fund subsequent to Initial Deposits shall be released by 'Procuring Entity' to 'Project Management Consultant' within 4 (four) weeks of submission of request by 'Project Management Consultant' along with all documents as described in Clause – C 1, above. As per the monitoring of physical and financial progress indicators, 'Procuring Entity' will take necessary steps for recoupment of the monthly expenditure incurred. Advance recoupment up to 10 % of tender value can be claimed by the PMC with every fund demand.
4. If any fund requirement is specifically made by 'Project Management Consultant' after the work has been assigned to 'Project Management Consultant' for undertaking pre-construction activities related to the Project Execution etc., the same shall be released by 'Procuring Entity' within 2 (two) weeks of such specific demand provided the amount is within ceiling limit of Rs 25 lakhs (twenty-five) lakhs. The amount so released to 'Project Management Consultant' shall be adjusted from, Initial Deposit amount.
5. 'Project Management Consultant' shall intimate 'Procuring Entity' about any excess expenditure likely to be incurred over and above the approved Projected Cost, as soon as it comes to the knowledge along with reasons and justifications thereof for necessary approvals from 'Procuring Entity' before continuing/ incurring the extra/ additional expenditure.
6. The 'Project Management Consultant' shall be responsible for certifying and making payment of Bills of the Contractors/ Agencies engaged by them and make available Final Statement of Accounts in Standard Format to 'Procuring Entity' & also provide copies of Final Bills for all Contract Packages and other expenditure incurred related to Project Construction after the Completion of the Work. In addition, should 'Procuring Entity' ask for any other details from 'Project Management Consultant' regarding Utilization of Fund at any stage, Detailed Estimates, Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by 'Project Management Consultant' readily
7. The 'Procuring Entity' shall settle compensation/ levies, if so required to be paid based on recommendation by 'Project Management Consultant' related to the Project works, under extant Workmen's Compensation Act or any other Act or Law of the Central or the State Government.

A. Execution of Work

1. The 'Project Management Consultant' shall obtain necessary Statutory Approvals/ Permission/ Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like District Authorities, Municipal Corporation, Panchayati Raj Institutions, Town Planning Board, Electricity Board/ Fire Department, State/ Central Pollution Control Boards, State/ Central Environmental Authorities, Forrest and Wild-life authorities etc (for e.g. removal of trees, re-locating utilities; conversion of railway level crossings, laying of railway sidings needed by the work; traffic control; mining of earth and stone; interfering protected monuments; blasting permission, environmental/ forest& wild-life clearances; to start the work have been obtained. The 'Procuring Entity' shall be responsible for providing all assistance to 'Project Management Consultant' in this process.

2. Works shall not be awarded by 'Project Management Consultant' to contractor till all statutory approvals/ certificates/ permissions required for taking up the work, are in place.
3. 'Project Management Consultant' shall make the work site encumbrance free by shifting of the high-tension line and underground pipelines passing through the site.
4. 'Project Management Consultant' shall permit 'Procuring Entity' to inspect or monitor the works, either itself or through Project Monitoring Group (PMG) as and when it desires for assessing actual progress and quality of construction and any other aspects.
5. 'Procuring Entity' shall provide security clearance and ensure free access for 'Project Management Consultant' staff/ Employees and their workers working at Work site in case these are required. 'Project Management Consultant' shall provide necessary support in this process.
6. 'Project Management Consultant' shall ensure adequate availability of manpower & material by their contractor.
7. 'Project Management Consultant' shall ensure that it's Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations related to workmen deployed at the Construction Site. 'Project Management Consultant' will act as Principal Employer in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work.
8. 'Procuring Entity' shall permit and facilitate to the 'Project Management consultant' all utilities required for construction e.g. drawl of Ground Water, obtaining electricity connection, putting up Labour Camps/ Huts inside the available space for facilitating construction by contractors engaged by 'Project Management Consultant'. 'Project Management Consultant' shall provide necessary support in obtaining permission, if any, of Local Bodies in this regard. The actual cost in this regard shall be reimbursed by 'Procuring Entity'.
9. As soon as the work is allocated, 'Project Management Consultant' shall prepare and submit to 'Procuring Entity' an Integrated Programme Chart for the execution of work showing clearly all activities from the start of work to completion of work with details of manpower and other input information required for the fulfillment of the timelines given therein. 'Project Management Consultant' will intimate 'Procuring Entity', Project Team, both on - site and off-site, starting from Chief Engineer to Junior Engineer associated with execution of the work. The Programme Chart should inter-alia include descriptive note explaining sequence of the various activities, Critical Path Method(CPM) Network Milestones etc. This will form Base Line Programme and the subsequent progress of the work shall be reviewed with reference to this during periodic Progress Review Meeting preferably monthly. Any increase in time period from the Base Line Value shall be construed as Time Overrun.
10. 'Project Management Consultant' shall be responsible for providing Physical Progress Reports to 'Procuring Entity' in the form of Critical Path Method (CPM) Network on

monthly basis for reviewing of the progress of the work vis - a vis Base Line Programme and taking all necessary remedial actions, after taking into account 'Procuring Entity's observations made in respect of quality and progress of the work during the monthly/ periodic Project Review Meetings and also to ensure timely completion of work as per mutually agreed time-schedule/ milestones and within agreed Cost.

11. 'Project Management Consultant' shall also be responsible for providing to 'Procuring Entity' Financial Progress Reports of the project and up to date Expenditure incurred on the work on monthly basis along with Certificate of Utilization of Fund against Fund earlier released to 'Project Management Consultant' by 'Procuring Entity'.
12. 'Project Management Consultant' shall be responsible for total Project Management including day-to-day supervision of works, maintenance of all project records and executing the work as per prescribed guidelines, their own Works Manual, Codes, Books of Specifications etc and also in accordance with relevant and extant provisions of General Financial Rules (GFR), 2017.

B. Project Management, Cost and Time Control

1. 'Project Management Consultant' shall implement a system of 'Project Team Concept' with dedicated group of Engineers under single and unified command for implementation of projects from concept to completion and call composite tenders to reduce the number of packages for better management. 'Project Management Consultant' shall be obliged to adopt all the above said measures to successful completion of the works within Approved Cost and agreed Time period.
2. 'Project Management Consultant' shall be responsible for managing the Project from concept to commissioning effectively and efficiently to ensure desired/ proportionate pace of progress and completion of work is achieved progressively vis-à-vis approved Plans & Specifications and in Terms and Conditions of the MOUs, and mutually agreed milestones and timelines and approved cost, taking with due diligence all required pro-active remedial measures including provision of stringent and elaborate enforceable Clauses to this effect and also making time as the essence of contract in the Bid and Contract Documents. 'Project Management Consultant' shall provide for clauses in the contract and established procedure to recover liquidated damages from their contractors/ agencies. The liquidated damages recovered from the contractor for delay, if any, shall be credited to 'Procuring Entity' in the project accounts.
3. 'Project Management Consultant' be responsible for maintenance of all project records and executing the works as per prescribed guidelines, their own Works Manual, Codes, Books of Specification etc and also in accordance with relevant and extant provision of General Financial Rules (GFR), 2017.
4. The approved Initial Project Cost should not exceed during execution of the Project except in case of extra work over approved estimate carried out at the request of 'Procuring Entity' etc. No additional expenditure over and above the earlier approved Project Cost shall be incurred by 'Project Management Consultant' without prior approval of

‘Procuring Entity’. Upward Revisions in either Cost or Timeline should be an exception rather than a rule and for achieving this objective, all required efforts shall be made by ‘Project Management Consultant’

5. At any time, it appears to ‘Procuring Entity’ that the actual progress of the work does not conform to the approved programme referred above and intimated to ‘Project Management Consultant’ by ‘Procuring Entity’, detailed reasons and justifications for such delays shall have to be provided by ‘Project Management Consultant’, which shall be examined by Procuring Entity/PMG to re-Schedule the Programme, if any. Quarterly progress Review Meetings preferably monthly shall be held between ‘Project Management Consultant’ and ‘Procuring Entity’ for reviewing the progress of works based on Baseline Programme/ Milestones etc. and also for resolving co-ordination issues, if any including fixing priority of some works, facilities and services for their early completion and handing over to ‘Procuring Entity’ for putting item to use for intended purpose. A&E Consultants may also participate. ‘Project Management Consultant’ will also designate a nodal officer in respect of specific work for coordinating with ‘Procuring Entity’ and A & E Consultant. Such designated nodal officer shall be suitably empowered and authorized to take decisions in work related issues so that delays is minimized for achieving timely completion of work.

C. Disputes, Enquiries and Queries

1. ‘Project Management Consultant’ shall be responsible for observing due diligence and adopting all possible measures at various stages of work execution so as to avoid Arbitration/ Litigation and other hindrances and the work is completed within optimum cost and time in hassle free environment.
2. ‘Project Management Consultant’ shall be responsible for defending all Arbitration and Court Cases arising out of execution till defect liability period examining the Arbitration Award/ Decree of Court or Law/ liability by appropriate authority in ‘Project Management Consultant’ and forwarding the same along with a comprehensive report on the circumstance leading to the Arbitration/ Court Cases and the reasons and justification as to why an appeal against such awards/ decree was not considered necessary briefing out inter-alia details of the award and clear cut recommendations. The decision of the competent authority in ‘Project Management Consultant’ to decide about acceptance, appeal of award or challenge the same in a Court of Law will be made in agreement with the ‘Procuring Entity’.
3. ‘Procuring Entity’ shall settle and pay the final claims which may be decreed by a Court of Law, Tribunal or by award of an Arbitration in relation-to the-deposit work, based on recommendations of ‘Project Management Consultant’.
4. ‘Project Management Consultant’ shall be responsible for redressing and complying with the observations of CTE/ CVC, Auditors, Statutory Authorities, Local Bodies, Municipal Corporation etc. pertaining to the work under intimation to ‘Procuring Entity’. Providing all work-related information promptly to ‘Procuring Entity’ for replying to Parliament Questions, queries from various Constitutional & Statutory Authorities.

D. Completion and Handing-over of Completed Work and Facilities

1. 'Project Management Consultant' shall obtain work Completion/ Occupancy Certificates & Clearances for completed Work and Facilities before handing over the same to 'Procuring Entity' for putting them to functional use. 'Procuring Entity' shall provide all assistance in this process.
2. 'Project Management Consultant' shall hand over to 'Procuring Entity' or its Authorized Representative completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Structural Stability Certificate, Specifications fulfilling all techno-functional requirements agreed with 'Procuring Entity' along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for Equipment's and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc.
3. On completion of the work, a Project Completion Report (PCR) shall be submitted by 'Project Management Consultant' duly bringing out the Final Project Completion Cost, Total Time period taken to complete the work and also completed Project Components as against the approved Cost, Time and Project Components. The PCR shall be submitted along with Final Project Accounts including return of unspent balance amount to 'Procuring Entity' within one month of settlement of audited final bills of the contractor/ other agencies deployed on the work by 'Project Management Consultant'.

E. Termination of MoU

1. If 'Procuring Entity' decides to terminate this MOU or decides to drop/ abandon the work after substantial preliminary work has been done by 'Project Management Consultant' on the work, both 'Project Management Consultant' and 'Procuring Entity' shall mutually decide the loss incurred by 'Project Management Consultant' for payment by the latter to the former. In case of abandonment of project/ work by 'Procuring Entity' during construction stage, 'Procuring Entity' shall pay to 'Project Management Consultant', after determining the value of the works, goods and contractors documents and any other sums due to them for work executed in accordance with the MOU, to help out to liquidate only such liabilities as were squarely needed towards construction/ consultant agencies engaged on the work, in a fair and reasonable manner.

F. Miscellaneous

1. Disputes between 'Procuring Entity' and 'Project Management Consultants': As dispute resolution mechanism for implementation of the provisions of this MoU, at the first instance the issues involved shall be brought before Director Infra, SAI of 'Procuring Entity' and concerned Chief Engineer of 'Project Management Consultant' for their resolution. In case, however, disputes/ differences between the parties do not get resolved, the matter shall be escalated to higher level in 'Procuring Entity', and 'Project Management Consultant', who shall be above the level of CE in the respective organizations. They shall submit a comprehensive report and recommendation to 'Procuring Entity' and 'Project Management Consultant' for facilitating to come on

conclusion to final decision in the matter.

2. Individual and joint responsibilities of the Parties shall be as per clauses mentioned above.
3. No amendment in Terms & Conditions of the MoU shall be valid and effective unless it is in writing and duly signed by authorized representatives of 'Procuring Entity' and 'Project Management Consultant'. Each party shall give due consideration to any proposal for amendment/ modification to be made by other party with proper justifications thereof.
4. Provisions, if any, made in respect of deposit works in 'Project Management Consultant's Works Manual or Codes shall be examined by the Procuring entity and the procuring entity may have the discretion to choose between old and modified provision of the manual for execution of 'Procuring Entity' works by 'Project Management Consultant'.

For and On Behalf of SAI

For and On Behalf of PMC

Signature

Signature

Witnesses

- 1.
- 2.

Date:

Place:

DOCUMENTS TO BE SUBMITTED

The following documents are to be submitted with the RFP. Upload online the scanned copies as per the instructions mentioned in Annexure X.

Sr. No.	Document to be submitted online	Yes/No	If Yes, Page No.
1	EMD for an Amount of Rs. 1,10,000/-		
2	Bid Submission Form		
3.	Pre-Qualification Documents		
a	Legal Entity		
i	Copy of Memorandum of Agreement		
ii	Copy of Registration Certificate		
iii	Work order or contract establishing existence and expertise in consulting business for more than 10 years.		
B	Consulting Experience		
i	Work Orders + Completion Certificates/ payment proof from client /certification from a Chartered Accountant certifying the claim required for each consultancy projects		
c	Turnover		
i	CA Certified Certificate as per Annexure-VIII		
ii	CA Certified Certificate as per Annexure-VIII		
D	Relevant Experience		
i	Work Orders + Completion Certificates/ payment proof from client /certification from a Chartered Accountant certifying the claim required for each consultancy projects		
e	Fit and Proper Person Undertaking		
f	Declaration in respect to GFR Rule 144 xi		
g	Declaration in respect to local content.(As per 3 (b) of DPIIT order dated 16.09.2020).		
h	Quality of Manpower for the Project - self-certified sheet		
5.	Authorized Signatory – Power of Attorney		
6.	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments		
7	Notarized Blacklisting certificate i.e. " Ms/ has not been stand barred/blacklisted/put on holiday by any State Govt. (SG) or Union Territory (UT) or Govt. of India (Gol), or any of the agencies of SG/UT/Gol or any of the Universities of SG/UT/Gol as on bid due date or pending investigation".		