# REQUESTFORPROPOSALS

**TO ENGAGE FIRM/AGENCY FOR RUNNING A GYM/FITNESS CENTER /OTHER INDOOR SPORTS FACILITY**

 **IN JABALPUR STADIUM SPORTS COMPLEX**

## Client:Jabalpur Smart City Limited(JSCL)

**Tender No.\_\_\_\_\_\_\_\_ Issuedon:13/06/2019**

**Issued by**:

Jabalpur Smart City Limited

Manas Bhawan, Wright Town

Jabalpur - 482001

Table of Contents

[REQUESTFORPROPOSALS 0](#_Toc11525516)

[DISCLAIMER 2](#_Toc11525518)

[SECTION 1:INSTRUCTIONS TO CONSULTANTS AND DATASHEET 4](#_Toc11525519)

[SECTION 2: DATA SHEET TO INSTRUCTION TO CONSULTANTS 6](#_Toc11525520)

[SECTION 3: GENERAL INTRODUCTION 15](#_Toc11525522)

[SECTION 4:GENERAL CONDITION OF CONTRACT 20](#_Toc11525536)

[5.1. General Provisions 20](#_Toc11525537)

[5.2. Commencement, Completion, Modification and Termination of Contract 20](#_Toc11525538)

[5.3. Settlement of Disputes 22](#_Toc11525539)

[5.4. Third party Insurance 22](#_Toc11525540)

[5.5. Indemnification 22](#_Toc11525541)

[5.6. Fraud and Corrupt Practices 23](#_Toc11525542)

[5.7. Negotiations 23](#_Toc11525543)

[5.8. Obligations of the Contractor 24](#_Toc11525544)

[5.9. Obligations of JSCL 25](#_Toc11525545)

[SECTION 5: SPECIAL CONDITIONS OF CONTRACT 26](#_Toc11525546)

[6.1. Sporting equipment 26](#_Toc11525547)

[6.2. Attendance and biometric 26](#_Toc11525548)

[6.3. Concessional Training rates 27](#_Toc11525549)

[6.4. Issuance of Admit Cards 27](#_Toc11525550)

[6.5. Signage and Advertisements in the playing area/field/court 27](#_Toc11525551)

[SECTION 6:FORMS 28](#_Toc11525552)

[7.1. Form 1.1 28](#_Toc11525553)

[7.2.Form 1.2 30](#_Toc11525554)

[7.3.Form 1.3 31](#_Toc11525555)

[7.4.Form 1.4 (Self attested CV of the certified trainers with minimum experience of 5 years) 32](#_Toc11525556)

[7.5. Form 1.5 (Self attested CV of the certified trainers with minimum experience of 5 years) 33](#_Toc11525557)

[7.6. Form 2 34](#_Toc11525558)

[7.7. Form 3: Power of Attorney 35](#_Toc11525559)

[7.8. Checklist of Documents to be submitted 37](#_Toc11525560)

#

# DISCLAIMER

This Request for Proposal (RFP) is a Document to **“Engage Firm/Agency for running a GYM/Fitness Centre / Other Indoor Sports Facility in Jabalpur Stadium Sports Complex”** contains brief information about the scope of work and selection process for the Bidder (or “the Bidder” or “the Contractor”).The purpose of the RFP document is to provide the Bidder with information to assist the formulation of their Proposal (“the Proposal”). The services related to engaging Firm/Agency for running a GYM/Fitness Centre / Other Indoor Sports Facility in Jabalpur Stadium Sports Complex will further be known as **“the Project”**

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of JSCL or SPV” or “the Authority”) is provided to Bidder(s)on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by 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 making their proposal pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by authority in relation to the Project. 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, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents (including the Financial Bid), 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, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

 The Authority their employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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, completeness or reliability 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 for participation in this Bid Process.

 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

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

The issue of this RFP does not imply that authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Bid/s. Jabalpur Smart City Limited (or “JSCL”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. All papers submitted with the bid are neither returnable nor claimable

 JSCL reserves the right to change any or all conditions/information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as JSCL may deem fit without assigning any reason thereof.

 JSCL reserves the right to accept or reject any or all Bids without giving any reasons thereof. JSCL will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Bid/s to be submitted in terms of this RFP Document.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 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 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 or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

# SECTION 1: INSTRUCTIONS TO CONSULTANTS AND DATASHEET

1. **Definitions**

|  |
| --- |
| 1. “Smart Cities” means Central Scheme of “Smart City Mission” that aims to provide core infrastructure and give a decent quality of life to its citizens, a clean and sustainable environment and application of smart solutions.
2. “Client” means Chief Executive Officer, Jabalpur Smart City Limited,with which the selected Consultant signs the Contract for the Services.
3. “Consultant” means any private or public entity including a Joint Venture/association that will provide the Services to the Client under the Contract.
4. “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1; that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
5. “CQS” means Consultant’s Qualification Selection.
6. CBS:Cost based Selection
7. “Data Sheet” means such part of the Instructions to Consultants used to clarify the relevant clause of Instructions to Consultant or to replace certain clause of the Instructions to Consultant specific to the assignment.
8. “Day” means calendar day.
9. “FBS” means Fixed Budget Selection.
10. “Government” means the Government of Madhya Pradesh.
11. “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
12. “Joint Venture” means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant’s obligations under the Contract.
13. “LCS” means Least Cost Selection.
14. “Partner” means any of the entities that make up the Joint Venture; and Partners means all those entities.
15. “Personnel” means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
16. “Proposal” means a technical proposal or a financial proposal, or both.
17. “QBS” means Quality-Based Selection.
18. “QCBS” means Quality- and Cost-Based Selection.
19. “RFP” means this Request for Proposal.
20. “Services” means the work to be performed pursuant to the Contract.
21. “SSS” means Single Source Selection.
22. “Standard Electronic Means” includes facsimile and email transmissions.
23. “Sub-Consultant” means any person or entity with whom the Consultant associates for performance of any part of the Services and for whom the Consultant is fully responsible.
24. “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
 |

# SECTION 2: DATA SHEET TO INSTRUCTION TO CONSULTANTS

|  |  |
| --- | --- |
| **Paragraph Reference** | **Clarification / Replacement of relevant clause of Instructions to Consultants** |
| **1.1** | Name of the Bid: **RFP to Engage Firm/Agency for running a GYM/Fitness** **Center / Other Indoor Sports Facility in Jabalpur Stadium Sports Complex: Package 1&2*** **Package 1:** To Engage Firm/Agency for running a GYM/Fitness

Center in Jabalpur Stadium Sports Complex* **Package 2:** To Engage Firm/Agency/Individual for running following Indoor Sports Facility in Jabalpur Stadium Sports Complex
	1. Badminton
	2. yoga Judo Dance room
	3. TT room
	4. Billiard room
	5. Squash Court
* **Firm/Agency/Individual may bid for single or for both the Packages.**
* **In Package2, Bidder can even bid for single sub package from 2.1 to 2.5 based on their qualifications and experience**
 |
| **1.2** | 5 years + extensions on Mutual Agreed Terms (based on performance) |
| **1.3** | Cost Based Selection (CBS)**The financial proposals of only technically qualified bidder (qualified bidders) will be opened and the Bidder with the highest quoted minimum Fees for the Package 1 and/or Package2 or any of sub package for Package 2 in** **Form 2.2 (H1 bidder) shall be selected for the award of contract** |
| **1.4** | Bid Processing Fee: Package 1:Rs10,000 (Rupees Ten thousand only plus GST of 18%)Package 2: Rs 2500 per sub package (Rupees Two Thousand Five Hundred only plus GST of 18%) |
| **1.5** | Earnest Money Deposit (EMD):**Prior to award of contract, to fulfil the requirement of performance security during the implementation period, the successful Bidder will deposit Performance Security amount equivalent to the amount Rs10 per sqfeet \*Area in Table 1 in the data sheet of this document in the form of FDR/ DD or unconditional and irrevocable Bank Guarantee drawn on any scheduled Bank in favour of JSCL valid for three (3) months after completion of the Project.**  |
| **1.6** | Bid System: Two Bid System (Technical and Financial) For package 2, for each sub package , there must be separate envelope per sub package. |
| **1.7** | Name of the Authority’s official for addressing queries and clarifications:Chief Executive OfficerJabalpur Smart City LimitedManas Bhawan, Wright TownJabalpur - 482001 Email: ceojscl@mpurban.gov.in |
| **1.8** | The **technical and financial proposal shall be sealed in two separate envelopes and then in one single outer envelope** clearly bearing the following identification: “**RFP to Engage Firm/Agency for running a GYM/Fitness Center / Other Indoor Sports Facility in Jabalpur Stadium Sports Complex”.**:Package 1or 2:Sub Package 2.1 to 2.5Financial Proposal to be submitted together with Technical Proposal: Yes (in separate envelops)Financial proposal for each group should be kept in separate sealed envelope super scribing “***Financial Proposal t*o Engage Firm/Agency for running a GYM/Fitness** **Center / Other Indoor Sports Facility in Jabalpur Stadium Sports Complex**: Package 1or 2:Sub Package 2.1 to 2.5 |
| **1.9 & 1.10** | Association Arrangements and Joint Ventures with other Consultancy firms for this assignment are permitted.Proposals must remain valid for 180 days from the last date of submission i.e 12/07/2019  |
| **2.1** | There shall be a pre-proposal meeting as under:-**Schedule Date &Time:**26/06/2019 at 3:00 PM**Venue:** JSCL Conference Room, Manas Bhawan, Wright Town, JabalpurPhone: 7611136813 / 7611136800Email: anuj.agrawal@jscljabalpur.orgClarifications may be requested not later than 10 days before the submission date.The address for requesting clarifications is: Chief Executive OfficerJabalpur Smart City LimitedManas Bhawan, Wright TownJabalpur - 482001 Email: ceojscl@mpurban.gov.inProposal Submission Date is 12/07/2019 up to 3:00 PM |
| **2.2** | The Addendum, if any, shall be uploaded on referred websites and shall be binding on Applicant Consultants. |
| **2.3** | Add the following text:The Technical Proposal shall also include documents establishing eligibility criteria as defined in Notice Inviting Request for Proposals. |
| **2.4** | If the CV of expert is not signed by himself, it may be signed by the representative of the consultant for the purpose of submission of proposal only. Once the consultant is selected for the assignment and asked for contract negotiation, he shall necessarily submit the CV signed by the expert. The CV of expert neither signed by himself or by the representative of consultant may not be considered for evaluation.1. The proposals/bids shall be typed or printed and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the bid shall be initiated by the person(s) signing the proposal.
 |
| **2.5** | Amounts payable by the Client to the Consultant under the contract shall be subjected to deduction of local taxes, if any. The Client will pay GST, on prevailing rates as applicable on the charges.  |
| **2.6** | No alternate financial proposal shall be accepted. In such case the Consultant’s entire proposal (if technically responsive) shall be rejected. |
| **2.7** | Bid Language:English |
| **2.8** | Bid Currency:INR |
| **2.9** | **Schedule of Bidding Process:** |
| Task | Key Dates |
| Uploading of Bid | 12/07/2019 |
| Last date of receiving queries/Pre-bid meeting | 26/06/2019 15:00 hrs (IST) at Conference Room, |
| Bid submission Date & Time | 12/07/2019 17:00 hrs (IST)JSCL, at its sole discretion, may extend the bid due date by issuing an Addendum/Corrigendum. Proposals should be submitted at or before the date and time as mentioned in the Data Sheet of this document. Proposals submitted by either facsimile transmission or telex will not be acceptable. Any bid received by JSCL after date and time as mentioned in the Data Sheet of this RFP will not be accepted. |
| Opening of Technical Bid | 15/07/2019 11:00 hrs (IST) |
| Opening of Financial Bid | Negotiations may be held at the date, time and address intimated to the qualified and Successful Bidder. Representatives conducting negotiations on behalf of the Successful Bidder must have written authority to negotiate and conclude a contract |
| Issuance of Letter of Award (LOA) | Within 15 days of selection of preferred BidderJSCL will notify the Successful Bidder by a Letter of Acceptance (LoA) that its bid has been accepted |
|  | Performance Bank Gurantee | 5% of the Contract Value |
| **2.10** | **Minimum Eligibility Criteria**: **Package 1**1. The participating firm/agency should have been operating in India since last 5 years as on the 31 March of 2019.
2. The participating firm/agency should have minimum 5 years of experience in providing Facility services in similar related assignments out of which minimum 3 years must be in  **running a GYM/Fitness Center :Enclose details in Form 1.3**
3. The Average Annual Turnover for last 3 years (2016-17, 2017-18 & 2018-19) of the participating consultancy firm/agency should be minimum Rs. 25 Lakhs.
4. The participating consultancy firms should have not been blacklisted by any state government or by the central government.

**Technical Proposals of eligible bidders shall be evaluated in detail on the basis of following pre-identified criteria:**Following Technical criteria that would be considered for selection of preferred bidder:-

|  |  |  |
| --- | --- | --- |
| **SNo** | **Criteria** | **Score****Allocated** |
| 1 | Firms General Experience & Experience in Similar Assignments | 300 |
| 2 | Qualification and Experience of Project Director & Other Key Professionals  | 700 |
| Total Score | **1000** |

The minimum score for technical qualification is 750 out of 1000. The minimum score for qualification in such case should be 75% of total score. |
| **Minimum Eligibility Criteria**: Package 21. The participating consultancy firm/agency/individual should have minimum 5 years of experience in providing Facility services in similar related assignments out of which minimum 3 years must be in  **Providing Training/Coaching for Indoor Games in any of school/college or any recognized institute for which bid is made: Enclose details in** **Form 1.3 along with documentary evidence**
2. The participating consultancy firms/ agency/individual should have not been blacklisted by any state government or by the central government.

**Technical Proposals of eligible bidders shall be evaluated in detail on the basis of following pre-identified criteria:**Following Technical criteria that would be considered for selection of preferred bidder:-

|  |  |  |
| --- | --- | --- |
| **SNo** | **Criteria** | **Score****Allocated** |
| 1 | Firm/agency/individual General Experience & Experience in Similar services of Providing Coaching in Sport for which it is applied | 100 |
| 2 | Qualification and Experience of Key Professionals  | 900 |
| Total Score | **1000** |

The minimum score for technical qualification is 750 out of 1000. The minimum score for qualification in such case should be 75% of total score. |
| **3.1** | The members of the Committee will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. Each responsive proposal will be given a technical score. For package 2, for each sub package, separate evaluation will be done |
| **3.2** | Payment Details: Online as per Tender process. |
| **3.3** | The performance Security may be forfeited by the client if the contract is terminated by the client for not providing the satisfactory services by the consultant.  |
| **3.4** | **Date for start of full service:** Within Thirty (30) days of the Site Handover,complete service as per scope of work |
| **3.5** | **Others:****Acknowledgement of LoA and Execution of Agreement** 1. Within one (1) week from the date of receipt of the LoA, the Successful Bidder shall acknowledge the LoA and return the same, duly accepted, to JSCL. The Successful Bidder shall execute the Agreement/MoU within two (2) weeks of the receipt of LoA.
2. JSCL will promptly notify other bidders that their bids have been unsuccessful.
3. Failure of the Successful Bidder to comply with the requirement of acknowledgement of LoA shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the EMD. In such an event, JSCL reserves the right to:
	1. **Either invite the next best Bidder for negotiations, or**
	2. **Take any such measure as may be deemed fit in the sole discretion of JSCL, including annulment of the bidding process**

Contacting the Authority 1. No Bidder shall contact the Authority on any matter relating to his/her Bid, from the time of the Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Authority, he/she can do so in writing.
2. Any effort by a Bidder to influence the Authority in its decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's Bid.
3. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring/blacklisting from JSCL works and legal proceeding can also be initiated.

**Signing of contract** At the same time as the Authority notifies the successful Bidder that its Bid has been accepted, the successful Bidder shall have to sign the contract agreement with relevant document as mentioned in this Document. The agreement draft along with other related terms and conditions will be same as furnished in this Bid. Any refusal will not be allowed |

**Weighted Marks for Expertise: Package 1**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SN** | **Designation of Key Experts**  | **Qualification** | **Nos.** | **Weighted Marks** |
| **1** | PROJECT DIRECTOR  | 1. Masters in Physical Education from any university and MBA for any recognized university
2. Minimum experience of atleast 5 years in related field.
3. Minimum experience of atleast 5 years in running Gym
4. Experience of Representing at National Level / State Level will be added advantage
 | 1 | 300 |
| **2** | Dietician  | 1. PG Diploma from any university in Nutrition or MSc in Food and Nutrition
2. Minimum experience of atleast 5 years as nurse or medical assistant
3. Minimum experience of atleast 3 years in any Gym
4. IDA Certificate of Registered Dietician
 | 1 | 100 |
| **3** | TRAINER-MALE | 1. Bachelors Degree in Physical Education
2. Certificate/Diploma in Fitness Instructing – Gym/ Health, Fitness, and Exercise Instruction
3. Certificate at State or International level in related area will be preferred
4. Must have good personality and Good Communication Skills in Hindi and English
5. Minimum experience of atleast 3 years in related field.
6. Ex Sports Man at National Level / Sate Level will be added advantage
 | 1  | 300  |
| **4** | TRAINER-FEMALE | 1. Certificate/Diploma in Fitness Instructing – Gym/ Health, Fitness, and Exercise Instruction
2. Certificate at State or International level in related area will be preferred
3. Must have good personality and Good Communication Skills in Hindi and English
4. Minimum experience of atleast 3 years in related field.
5. Ex Sports Man at National Level / Sate Level will be added advantage
 | 1  |
|  | Total |  |  | 700 |

The professional trainer whose details are provided in Form 1.3 would have to personally conduct the coaching.

* 1. Enclose details in Form 1.4 and Form 1.5

Notes: The bidder shall submit their details, training experience by them in the Performa of Forms - Form 1 of Bid for the works to be considered for qualification in Technical eligibility. **The offers submitted without the said documentary proof shall not be evaluated**.

**Weighted Marks for Expertise: Package 2**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SN** | **Designation of Key Experts**  | **Qualification** | **Nos.** | **Weighted Marks** |
| **1** | MEDICAL SUPERVISOR | 1. Bachelor Degree or diploma from any university in science or related field
2. Minimum experience of atleast 5 years as nurse or medical assistant
3. Minimum experience of atleast 3 years in any Gym or any of the sports
 | 1 | 100 |
| **2** | TRAINER-MALE | 1. Certificate/Diploma in indoor game for which bid is submitted
2. Certificate at State or International level in related area will be preferred
3. Must have good personality and Good Communication Skills in Hindi and English
4. Minimum experience of atleast 3 years in related field.
 | 1  | 800  |
| **3** | TRAINER-FEMALE | 1. Certificate/Diploma in indoor game for which bid is submitted
2. Certificate at State or International level in related area will be preferred
3. Must have good personality and Good Communication Skills in Hindi and English
4. Minimum experience of atleast 3 years in related field.
 | 1  |
|  | Total |  |  | 700 |

The professional trainer whose details are provided in Form 1.3 would have to personally conduct the coaching.

* 1. Enclose details in Form 1.4 and Form 1.5

Notes: The bidder shall submit their details, training experience by them in the Performa of Forms - Form 1 of Bid for the works to be considered for qualification in Technical eligibility. **The offers submitted without the said documentary proof shall not be evaluated**.

# SECTION 3: GENERAL INTRODUCTION

### Project Background

1. The Authority has a multipurpose Sports Complex consisting of 12 completed sporting facilities in Wright Town,Jabalpur , which has builtup area of ........................ .
2. An indoor Sports Complex has been built. The following disciplines are available in the Indoor Complex:
	1. 1 gym
	2. 1 badminton area - 4 courts
	3. 1 yoga Judo Dance room
	4. 1 TT room – with 4 TT tables
	5. 1 Billiard room – 2 tables
	6. 1 Squash Court
	7. Coach Rooms, ViP Box & Lounge, Media Box, Stadium Viewing Gallery
	8. Skating at Bhawrtal
3. With the above background, the Authority intends to select Facility Firm/Agency/Individual for managing Operations in above disciplines, this may include fees collection, monitoring, providing coaching etc.
4. “The Project” is further sub divided into three (3) key tasks as described below:
	1. Task I: Provide training facilities
	2. Task II: Operate and maintain assigned facility/area/field
	3. Task III: Ensure complete safety of users as per applicable statutory guidelines
5. Pertaining to this, the Scope of Work as given in Section 2 of this document includes the details of the activities to be conducted by the selected Bidder (or “the Contractor”). Hence JSCL is inviting Technical eligibility and Financial Bid for the Project.

**SECTION4 : TERMS OF REFERENCE (TOR)**

### Scope of Services

### The Jabalpur Stadium Sports Complex is a world class facility for the development and growth of sports in Jabalpur City. Coaching for all sporting facilities and a pay and play model are currently in place. Proposals are invited for running GYM and other facilities at the Jabalpur Stadium Sports Complex from experienced Firms/Agencies

**Table 1:FACILITY DETAILS**

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No.**  | **Detail of facility**  | **Area**  | **No:** |
| 1.  | Gym | 152.60 Square Meters  | 1 |
| 2 | Badminton | 729.00 Square Meters | 4 Courts |
| 3 | TT room | 371.00 Square Meters | 4 TT Tables |
| 4 | Billiard & Board Games | 371.00 Square Meters | 2 Tables |
| 5 | Squash Court | 71.00 Square Meters | 1 |

 Facility also has Coach Rooms, ViP Box & Lounge, Media Box, Stadium Viewing Gallery

### Bidder may receive fees from users as Life time membership Fees, Monthly Fees from members and non members, quarterly retainership fees from members and fees from use and pay on daily basis from members and non members. Further, during any tournament, bidder may receive fees from spectator, participating team .Any cost of organizing such tournament if any will be responsibility of agency.

### Revenue Model: Annual Payment to JSCL by Bidder will be 1.3.1:

### Monthly Fees=Rs X per sq meter p.m of Total area for all disciplines mentioned in Table 1

### Note: Rs X will be quoted by Bidder and it can not be less than Rs 500 per sq m p.m

### Life membership Fees collected by agency will be deposited directly in JSCL account and any income from advertisement will be income of JSCL and not bidder .

### Agency will pay monthly disbursement @ Rs X per sq meter p.m of Total area for all disciplines mentioned in Table 1 Within 7 days of the end of month

###  Any delay will attract Penalty of Rs 1000 per day and interest @1% p.m or part of month.

### The monthly fee to be paid to JSCL and to be charged from student will be increased by 5% every year The numbers of childrenallowed to take coaching and Fees to be charged shall be mutually decided in the beginning of every year, which may be reviewed every quarter based on demand.

### Bidder Tasks

The Broad scope of tasks shall be as follows:

##### I. Provide coaching facilities

1. The Firm/Agency shall be responsible for procuring gymnasium/fitness equipment and providing facilities pertaining to their discipline as mentioned in Section 6.1
2. The Bidder shall provide training facilities for both basic and competitive levels.
3. The Contractor will implement world class procedures in training as prevalent in the best sports centres around the world.
4. The Bidder shall maintain, for training purposes, an attendance log and prepare a timetable to accommodate both students taking training and those who have opted for pay and play facility to avoid conflict of interest between the two. The Bidder shall get the timetable approved by the Authority.
5. The fee paid by those opting for the pay and play facility would be in the scope of the Contractor appointed.
6. The trainer would be required to personally conduct the training. In case he needs help in his assignment he may employ assistants who must also be certified trainers. The details of such assistants and their qualification must be given in the application along with a Curriculum Vitae but those will not be evaluated. In case these coaches are changed / required in the future, approval from the JSCL would need to be taken
7. It shall be mandatory for the Bidder to maintain ethical code, professional conduct and impart the same in the users by training and teamwork.
8. Responsibilities of the trainer:
	1. To be present at the assigned Training areas at all times.
	2. To make sure that basic equipment, are in place at the facility. Make sure there are no obstacles or hazards at the assigned training area.
	3. To establish policies governing each action of users before, during and after each training session.
	4. To ensure that users understand the use of training equipment. Make them aware of the potential accidents that may occur from use of equipment.
	5. To establish warm-up procedures to be followed at all practices and meets
	6. To have basic safety and rescue trainings and assist in an event of any emergency
9. To advertise and make the designated area/field/court popular amongst residents of Jabalpur. To facilitate the smooth and efficient functioning of of services, the following IEC activities should be implemented

|  |  |  |
| --- | --- | --- |
| **S.No** | **IEC Activity** | **Role** |
| **1** | Advertisements in Newspapers, TV Channels, radioQuarterly One advertisement in leading English and Hindi Newspaper will be done by JSCL  | Agency/JSCL |
| **2** | Information circulation on Hoardings | Agency |
| **3** | Information on website | Agency/JSCL |
| **4** | Awareness creation slides on website | Agency/JSCL |
| **5** | Banners, Pamphlet, Information Brochures/NukkadNatak | Agency |
| **6** | Camping in Jabalpur | Agency |

##### Operate and maintain assigned playing area/field/court

1. The Bidder shall be responsible for basic operation and maintenance of the assigned facility-
	1. Upkeep of the infrastructure provided by the Authority to the Contractor including Sports facility area, lights, air conditioners etc.
	2. Responsible for maintenance of all the associated equipment of the sports facility.
2. At the end of the contract period when the facilities are handed over to the Authority should be handed over in the same operating condition as they were at the time of contract.
3. The Bidder shall pay amount of monthly electricity bill pertaining to the assigned premises as indicated by the installed sub meter and 20% of Total Bill after adjusting bill for assigned premises. The Authority will pay the remaining 80% Total Bill after adjusting bill for assigned premises.
4. The Bidder shall compensate the Authority for any damage or loss if found in such properties with the replacement value as decided by same in any case if he fails to pay the amount, the same will be recovered from his security deposit/Bank Guarantee.
5. No markings in the grounds/courts with any kind of powder/tape/other material would be permitted. The agency shall not cause or permit to be caused any damage to the said premises. Under no circumstances, the agency shall make any alteration to the said premises without the prior written permission of JSCL.
6. Contractor will be required to sign an inventory of the fittings and fixtures installed at the court at the time of beginning of contract which will be verified at the time of vacating. If found otherwise, the same shall be recovered from the Contractor at mutually agreed price.
7. The playing area/field/court/hall will be available for the Contractor to use from 6 AM to 9

PM .This time may be relaxed with prior permission of Authority in case of Tournaments, weekend or season wise etc.

##### Ensure complete safety of users as per statutory guidelines

1. The Bidder shall be responsible for the safety of users at all times and a first aid box should be located at close proximity of the activity area where it is accessible to all. These arrangements shall be made in advance.
2. The Bidder shall be responsible for the safety of users within the designated area, especially females, against any harassment or misconduct. Any such incident will be dealt with severity and the Authority shall be bound to take legal action against the Bidder and the responsible person.
3. Handle discipline situations with courtesy and fairness.
4. Respond quickly, intelligently, decisively and in accordance with established emergency and accident management procedures applicable to sporting discipline on offer.
5. The Contractor shall ensure to take all necessary measures for protection against child abuse and must follow the guideline of POCSO (Protection of Children from Sexual Offences) Act, 2012.
6. The Contractor will not allow any prohibited drug or substance by any trainee or trainer under any circumstances in the premises. vii. The Contractor must ensure that there is no discrimination against any trainee or trainer on the basis on caste, religion, race or sex.

### Timeline and deliverables

|  |  |  |
| --- | --- | --- |
| **S. No.**  | **Deliverable**  | **Timeline (t=0) from signing of Letter of Acceptance (LoA)**  |
| 1  | Finalizing timetable and training schedules  | 1 week from signing of LoA |
| 2  | Commencement of all the activities as per ToR | 1 month from LoA |

1. If the Bidder is not able to comply with the scheduled timeline, it will be liable for a penalty as decided by the Authority.
2. The contract shall be for a period of 5 years and it may be extended for a further period of n years after reviewing the performance of the Bidder and on mutual consent.
3. The details of training fee applicable is provided in Annexure – II.

# SECTION 4:GENERAL CONDITION OF CONTRACT

#  5.1. General Provisions

##### i. Definitions

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

i. “Contractor” means any private or public entity that will provide the Services to the Authority (“the Client” or “Authority”) under the Contract. ii. “Contract” means the Contract signed by the Parties and all the attached documents, if any

1. “Government” means the Government of Uttar Pradesh
2. “Party” means the Client or the Bidder, as the case may be, and “Parties” means both of them **ii. Law Governing Contract**

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

##### iii. Language

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

##### iv. Notices

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

##### v. Authorized Representatives

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

**vi. Taxes and duties**

GST/any other statutory tax or duty shall be paid by the Bidder as applicable.

# 5.2. Commencement, Completion, Modification and Termination of Contract

##### i. Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

##### ii. Commencement of Services

The Contractor shall begin carrying out the Services not later than 15 days after the signing of this Contract.

##### iii. Expiration of Contract

Unless terminated earlier pursuant to GC Clause 5.2 (vi) hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

##### iv. Modifications or Variations

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

##### v. Force Majeure **a.** Definition

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

#####  **b.** No Breach of Contract

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

#####  **c.** Extension of Time

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

#####  **d.** Payments

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

##### vi. Termination

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

#####  **a.** By the Authority

The Authority may terminate this Contract in case of the occurrence of any of the events specified in sub paragraphs (I) through (IX) of paragraph (a) of this GC Clause 5.2 In such an occurrence, the Client shall give a not less than thirty (30) days’ written notice of termination to the Contractor. The Contractor will have no right to claim any compensation.

1. If the Contractor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
2. If the Contractor becomes insolvent or bankrupt.
3. If the Contractor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
5. If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
6. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5.3 (iiii hereof.
7. If the Contractor does not remedy a failure in the performance of their obligations under the Contract, even after repeated written warnings.
8. If any information provided by the Contractor in the Bid submission is found to be false later on.
9. If the Contractor creates any encumbrance on the Project Site/Project Facility

#####  **b.** By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) days’ written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (I) through (III) of this Clause 5.2 vi (b):

1. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
2. If the Authority fails to comply with any final decision reached as a result of arbitration pursuant Clause 5.3 ii hereof.
3. If the Authority has unlawfully repudiated the agreement or otherwise expressed its intention not to be bound by this agreement/RFP.

#  5.3. Settlement of Disputes

#####  **i.** Amicable Settlement

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

#####  **ii.** Arbitration

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

#  5.4. Third party Insurance

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

claims, expenses suffered by the Authority as a result of such default by the selected Contractor.

#  5.5. Indemnification

Coaches/agencies would indemnify JSCL against any injury, loss of life, etc., caused either directly or indirectly due to the training. Coaches/agencies would be solely responsible for participation of trainees in any event. All trainees would require to fill up a form with details of terms and conditions of coaching and also indemnify JSCL against any injury, loss of life, etc., caused either directly or indirectly due to the training.

#  5.6. Fraud and Corrupt Practices

1. The Contractor and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this BID, the Authority shall reject a Bid without being liable in any manner whatsoever to the Contractor, if it determines that the Contractor has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *interalia*, time, cost and effort of the Authority, in regard to the BID, including consideration and evaluation of such Contractor’s Proposal.
2. For the purposes of this Clause 5.6, the following terms shall have the meaning hereinafter respectively assigned to them:
3. “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 3.17 of this Bid, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
4. “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
5. “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
6. “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
7. “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

#  5.7. Negotiations

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

#  5.8. Obligations of the Contractor

1. Inspect All Floorings (Carpet Wood, Rubber Mats, Lifting Platforms.)
2. Inspect Fixed equipments connection to the floor
3. Inspect all equipments for damage, wear and tear, loose or protruding bolts or screws, cables, chains, insecure or non functions straps, improper use of pins attachments or other apparatus.
4. Inspect non slip material and mats for proper placement, damage and wear.
5. Ensure safety, regulation and policy signage.
6. Ensure that equipment is properly returned and stored after use
7. A monthly fixed fee will be indicated by the Contractor.
8. The coaching charges will be collected by JSCL at the Reception Centre and the receipt would be provided for all payments made. The Contractor will ensure that only those persons who have a valid receipt are permitted to join coaching classes.
9. The Contractor will be responsible for deploying security guards/other personnel for the overall security of the JSCL Stadium Sports Complex.
10. Contractor shall be responsible for the upkeep of amenities and common public spaces in the Jabalpur Stadium Sports Complex such as toilets, water purifiers, parking etc
11. Any incident of misbehavior or misconduct from the deployed workforce of the Contractor towards the public shall be liable for punishment as decided by the Authority. In case of repetition of similar fault, the Authority may decide to terminate the contract, forfeit the Performance Security and blacklist the Contractor.
12. The Contractor shall pay half the monthly electricity bill pertaining to the assigned area/facility, as indicated by the installed sub meter. The electricity will be charged basis existing commercial rates and will be deducted from the monthly amount to be paid out to the Contractor. Any damage to the sub-meter and replacement if required, shall be the responsibility of the Contractor. In case of non-functioning of the electricity sub-meter, the Contractor will be charged basis past average readings.
13. The Contractor shall compensate the Authority for any damage or loss if found in such properties with the replacement value as decided by same In any case if he fails to pay the amount, the same will be recovered from his security deposit/Bank Guarantee.
14. No personnel shall be employed by the Contractor whose age is below 18 years.
15. The Contractor shall be responsible for maintaining and enforcing all rules and regulation applicable to the discipline.
16. The Contractor shall follow all the rules and regulation laid by the government, including but not limited to hiring of staff, deployment of equipment, security and safety.
17. No other commercial activities such as, sale of merchandise, running of pro-shops etc shall be permitted.
18. Coaching fee, timings, duration of coaching, rental rates etc. will be as defined as in Annexure I, Annexure II and Annexure III.
19. All items required for the maintenance will be at bidder scope. But they must liaison with internal departments in the campus and external to ensure that facility runs very well.
20. You must follow all statutory requirements as per the labor law and records must be produced to Officer Incharge/ Administrative Officer (Services) on demand.
21. The contractor will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from any authorised person in JSCL.
22. The contract employees should be covered under all statutory requirements like ESI, PF, etc. by the contractor and the contractor shall comply with all the formalities in this regard. Copy of challan and Schedule of Contract Employees for payment of ESI/PF/ELI, etc. will be enclosed with all (whether running/monthly or final) bills.
23. The Contractor shall ensure to take all necessary measures for protection against child abuse and must follow the guideline of POCSO Act.
24. The Contractor will not allow any prohibited drug or substance by any trainee or trainer under any circumstances.
25. The Contractor must ensure that there is no discrimination against any trainee or trainer on the basis on caste, religion, race or sex.

#  5.9. Obligations of JSCL

1. JSCL will provide a designated room and all other operational day-to-day expenses shall be borne by the Contractor.
2. The Authority will be responsible for deploying security guards/other personnel for the overall security of the JSCL Stadium Sports Complex.
3. JSCL shall be responsible for the upkeep of amenities and common public spaces in the Jabalpur Stadium Sports Complex such as toilets, water purifiers, parking etc.
4. The Authority shall install an electrical sub meter especially for the operations of the contractor.

# SECTION 5: SPECIAL CONDITIONS OF CONTRACT

###  6.1. Sporting equipment

1. The Contractor shall arrange all the necessary equipment/consumables for effective training. Space in the Jabalpur Stadium Sports Complex shall be allowed to be used by the Contractor for storing equipment, gear etc. However, this would be provided at the discretion of JSCL, if such storage space is available.
2. The Contractor shall ensure the availability of the following basic equipment at all times –

|  |  |  |
| --- | --- | --- |
| Sr. No | Description of Items  | Quantity |
| 1. | Treadmill |  |
| 2. | Elliptical (Cross Trainer) |  |
| 3. | Upright Bike |  |
| 4. | Recumbent Bike |  |
| 5. | Torso Rotator |  |
| 6. | Dual Adjustable Pulley |  |
| 7. | Spin Bike  |  |
| 8. | Biceps/Triceps Curl |  |
| 9. | Functional Trainer |  |
| 10. | Adjustable Cable Cross Over  |  |
| 11. | Rear Belt/Pec Fly |  |
| 12. | Stretch Trainer |  |
| 13. | Prone Leg Curl |  |
| 14. | Leg Press |  |
| 15. | Glotes Extension |  |
| 16. | Leg Extension  |  |
| 17. | Smith Machine with weight rack and bench adjustable |  |
| 18. | Abduction And Adductor Adjustable |  |
| 19. | Adjustable Hyperextension |  |

The above list is not exhaustive and the Contractor has to ensure provision of all the equipment as per best practices and requirement of the facility

1. If storage space for training equipment is required, this should be clearly specified in the proposal.
2. The Contractor shall also be responsible for the operation and maintenance of the above mentioned equipment and shall ensure proper functioning of all the equipment.
3. The responsibilities of watch and ward shall rest with the Contractor.
4. The Contractor is allowed to engage a security guard at his own cost for the security of equipment. The security guard shall not use the complex premises for residential purposes

###  6.2. Attendance and biometric

1. Biometric attendance of the trainers, will be taken, the machine for this purpose will be provided by the Contractor. The biometric machine will be repaired within 24 hours in case of any fault.

In case of default, there will be a penalty for Rs. 1000 per day imposed on the coaching Agency.

1. If the trainer whose name is approved, is not present then a penalty of Rs. 1000 per day will be made on the firm/Agency. If the agency provides a substitute coach of equivalent experience/qualification duly approved by the Secretary then the penalty clause may not be evoked.

###  6.3. Concessional Training rates

1. Concessional coaching rates would be provided by the coaches/sports academy to members, in case the Authority goes ahead and introduces a membership model in the JSCL Stadium Sports Complex. The rates for members will be 25% lesser than the rates paid by non members.
2. Free coaching would be provided by the coaches/sports academy to 10% of the trainees from economical weaker sections (EWS as certified by the competent district authorities). Extension of coaching contracts will not be provided where the coaches/agencies have not imparted free coaching to the 10% of trainees for EWS.
3. Working officers/employees of JSCL and their dependents will be provided coaching services at a concessional rate. The rates for them will be 50% lower than the prescribed rates in Annexure I and Annexure II.

###  6.4. Issuance of Admit Cards

1. Admit cards will be issued with the joint signatures of Accounts Officer (Sports) and General Manager of the JSCL Stadium Sports Complex.
2. Only admit card holders will be allowed to enter the playing area/field. In case any unauthorized person is found without a valid admit card, against the Contractor will be penalized with a fee of Rs 100 per person per day.

###  6.5. Signage and Advertisements in the playing area/field/court

1. No sign boards etc. shall be put up by the Contractor in the premises.
2. Publicity and sponsorship of alcohol and tobacco products or any prohibited substances is not allowed in the stadium/court. iii. Advertisement for self-promotion are allowed in the premises of the court/playing area/field with prior permission of the Authority.

# SECTION 6:FORMS

### 7.1. Form 1.1

##### Letter of Proposal

(On Bidder’s letter head)

(Date and Reference)

To:

Chief Executive Officer

Jabalpur Smart City Limited,

Manas Bhawan, Wright town,

Jabalpur - 482001, Madhya Pradesh

##### **Sub:** Submission of proposal to “Engage Firm/Agency for running a GYM/Fitness Centre / Other Indoor Sports in Jabalpur Stadium Sports Complex”

Dear Sir,

With reference to your BID Document dated DD-MM-YYYY, I/we, having examined all relevant documents and understood their contents, hereby submit our Bid to Engage coach/Sporting Academy in Jabalpur Stadium Sports Complex.

We have also completed and submitted Form 4 – Bid details checklist The Bid is unconditional and unqualified.

All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.

This statement is made for the express purpose of shortlisting for appointment as the Contractor for the aforesaid Project.

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

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

I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We declare that:

* I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
* I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 5.6 of the RFP document, in respect of any Bid or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
* I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Bidder, without incurring any liability to the Bidders of the RFP document;
* I/We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community;
* I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates;
* I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our Chief Executive Officer or any of our Directors/Managers/employees;
* I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by JSCL in connection with the shortlisting of Bidder or in connection with the Selection Process itself in respect of the above mentioned Project;
* I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected;
* I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;  I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

Date:

Place:

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Bidder)

### 7.2.Form 1.2

**General Information**  [Please capture all relevant information] This information shall cover general/contact information of the Bidder:

**1. General Information:**

|  |  |  |
| --- | --- | --- |
| 1.  | **Name** (Agencies/Organisations/Individual) |  |
| 2.  | **Commercial Address** (Address, District, State, Pincode)  |  |
| 3.  | **Contact Information**  |  |
| 4.  | **Email Address**  |  |

##### Note: Please provide PAN/ GST certificate as proof

Signature of Authorized Person Date:

 Place:

### 7.3.Form 1.3

##### Technical Evaluation Form

 [Please capture all relevant information]

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

**General information of the Firm/Agency**

##### 1. Experience of the Firm/Agency in operation and maintenance of Gym/fitness Center Total number of years of experience: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S. No.**  | **Location of the Gym facility**  | **Years of Operation**  | **Area**  | **List of** **Equipment**  |
|  |  | **From**  | **To**  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**Note:**  The JSCL officials may visit the above mentioned facilities

##### 2. Declaration

|  |  |
| --- | --- |
| **Yes:**  | **No:**  |

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

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

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

(Signature, name and designation of the Authorized Signatory)

(Name and seal of the Bidder)

**Note: The Authority may seek any additional documentary proof/ clarifications for the above stated information**

### 7.4.Form 1.4 (Self attested CV of the certified trainers with minimum experience of 5 years)

 i. Male trainer CV (1 Nos.)- Experience and Qualification

Certification

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience

|  |  |
| --- | --- |
| **Place:**  | **Signature of the trainer:**  |
| **Date:**  | **Name:**  |

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Bidder)

**Note: The Authority may seek any additional documentary proof/ clarifications for the above stated information**

### 7.5. Form 1.5 (Self attested CV of the certified trainers with minimum experience of 5 years)

 i. Female trainer CV (1 Nos.)- Experience and Qualification

Certification

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience

|  |  |
| --- | --- |
| **Place:**  | **Signature of the trainer:**  |
| **Date:**  | **Name:**  |

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Bidder)

**Note: The Authority may seek any additional documentary proof/ clarifications for the above stated information**

### 7.6. Form 2

###### Financial Proposal Submission Form

[Location, Date]

 FROM: (Name of Bidder)

To,

Chief Executive Officer

Jabalpur Smart City Limtied,

Manas Bhawan, Wright Town

Jabalpur - 482001

###### Sub: Financial Bid to Engage Firm/Agency for running a GYM/Fitness Center / Other indoor Sport Facility in Jabalpur Stadium Sports Complex

Dear Sir/Madam,

We, the undersigned, offer to provide the services for the above in accordance with your Bid dated \_\_\_\_\_\_\_\_\_\_, and our Bid (Response to Technical eligibility criteria and Financial Bid). Our attached Financial Bid is for the **Minimum Fees of \_Rs ……….. per sq m per month [excluding all taxes, Amount in words and figures].**

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

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

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

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

Yours sincerely,

Signature:

Name and title of Signatory:

Name & address of the Bidder

# 7.7. Form 3: Power of Attorney

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

**Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory’s authority.**

Know all men by these presents, We …………………………………………….(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize

Mr./Ms…………………………………………………(name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_\_, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **RFP to Engage Firm/Agency for running a GYM/Fitness Center / Other Indoor Sports Facility in Jabalpur Stadium Sports Complex** in response to the RFP Document dated \_\_\_\_\_\_ issued by Jabalpur Smart City Limited (“JSCL” or “the Authority”), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Authority may require us to submit. The aforesaid Attorney is further authorized for making representations to JSCL or any other authority, and providing information/responses to JSCL representing us in all matters before the JSCL, and generally dealing with the Authority in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with JSCL and thereafter till the expiry of the Contract.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP Document.

Signed by the within named

...........................................[Insert the name of the executant company] through the hand of

Mr. ……………………………………….

duly authorized by the Board to issue such Power of Attorney

Dated this ………………………. day of ………

Accepted

………………………………

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

…………………………………

(Signature of the executant)

(Name, designation and address of the executant)

……………………………………

Signature and stamp of Notary of the place of execution

Common seal of ……………… has been affixed in my/our presence pursuant to Board of Director’s Resolution dated……

WITNESS

1. ……………………………………………….

 (Signature)

 Name ………………………………….

 Designation...........…………………..

1. ……………………………………………….

 (Signature)

 Name ………………………………….

 Designation...........…………………..

Notes:

1. 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 the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
2. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

### 7.8. Checklist of Documents to be submitted

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

###### i) Technical Bid (Envelope 1)

|  |  |  |  |
| --- | --- | --- | --- |
| S.No | Checklist item  | Yes/ No  | Page number in bid document  |
| 1.  | Bid Processing Fee  |  |  |
| 2.  | Earnest Money Deposit (EMD)  |  |  |
| 3.  | Form 1.1: Letter of Proposal to be on the Bidder’s letter head to be signed by the Authorized signatory  |  |  |
| 4.  | Form 1.2: Filled and signed by Authorized signatory  |  |  |
| 5.  | Form 1.3 Filled and signed by Authorized signatory  |  |  |
| 6.  | Form 1.4: Self attested CV of the certified male trainers and Medical Supervisor if malewith minimum experience of 5 years  |  |  |
| 7.  | Form 1.5: Self attested CV of the certified female trainers and Medical Supervisor if female with minimum experience of 5 years  |  |  |
| 8.  | Form 3: Power of Attorney. To be provided by the Bidding Company in favour of its representative as evidence of authorized signatory’s authority  |  |  |
| 9.  | PAN/GST certificate of the individual/company/firm.  |  |  |
| 10.  | Any other document as per the RFP document.  |  |  |

**ii) Financial Bid (Envelope 2)**

Financial bid duly filled in all respects in Bid. (Form 2)

###### **The technical and financial proposal shall be** sealed in two separate envelopes and then in one single outer envelope **clearly bearing the following identification:** “RFP to Engage coach/Sports Academy in Jabalpur Stadium Sports Complexfor Gym/Fitness Centre / Other Indoor Sports Facility**” (Refer Clause 3.9 for further details)**