

RFP



Request for Proposal (RFP) for empanelment of Agencies for undertaking  
Original and Repair works at North Eastern Regional Centre, Guwahati & Imphal  
(Region-4) under Sports Authority of India

**e-Procurement Portal Tender ID No.:** \_\_\_\_\_

**Date**.....

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### Critical Date Sheet

<b>RFP REFERENCE</b>	<b>DATE</b>
Published Date	11 <sup>th</sup> July 2020 11:00 HOURS
RFP Download Start Date	17 <sup>th</sup> July 2020 16:00 HOURS
Clarification Start Date and Time	13 <sup>th</sup> July 2020 18:00 HOURS
Clarification End Date and Time	18 <sup>th</sup> July 2020 17:00 HOURS
Date and time of pre-proposal Meeting	20 <sup>th</sup> July 2020 15:00 HOURS
Proposal Submission Start Date and Time	21 <sup>th</sup> July 2020 17:00 HOURS
Proposal Submission End Date and Time	04 <sup>th</sup> August 2020 15:00 HOURS
End Time and date for receipt of original Bid Security at SAI, Head Quarters	04 <sup>th</sup> August 2020 15:00 HOURS
Time and date of online opening of Technical proposal	04 <sup>th</sup> August 2020 17:00 HOURS
Time and date of opening of Financial Proposal	To be communicated after Technical Evaluation
Officer inviting RFP	Regional Director (Infra) For and on behalf of Director General, Sports Authority of India.

**SECTION I: Notice of Request For Proposal (RFP)**

For

**EMPANELMENT OF CENTRAL/ STATE GOVERNMENT  
ORGANISATION/PSU**

RFP No.: 33(7)/Infra. /SAI/Empanelment/2020/Pt-1

1. Sports Authority of India (SAI), through Director General, Sports Authority of India, invite On-line proposals through Central Public Procurement Portal (CPPP) for Empanelment of Central/ State Government organisation/PSU to provide services for undertaking Original and Repair works at various facilities of SAI North Eastern Regional Centre, Guwahati & Imphal. Duration of empanelment will be for four years that may be extended by further one year at the sole discretion of SAI. However, any extension shall be by way of fresh agreement between the parties.
2. Agencies/bidders may download the RFP document free of cost from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. and from Sports Authority of India Website [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in). Agencies may ensure that their proposals, complete in all respect should be uploaded before the closing date and time as indicated in the critical date sheet on CPP Portal <https://eprocure.gov.in/eprocure/app>.
3. A pre-proposal/bid meeting will be held through videoconferencing on **date and time** as specified in **Critical Date Sheet** to clarify the queries/ issues raised by the prospective bidders. Details for joining this videoconference to will posted on SAI website.
4. All proposals shall be submitted indicating the service charge and other terms and conditions online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Proposals Submitted manually or any other means will not be accepted. Interested agencies are advised to follow the

instructions provided in the 'Instructions to the Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.

5. Agencies who have downloaded the RFP document from the Central Public Procurement Portal (CPPP) website <http://eprocure.gov.in/eprocure/app> and SAI website [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) **shall not tamper/modify the document in any manner**. In case the same is found to be tempered modified in any manner, application will be completely rejected.
  
6. Intending agencies are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> and SAI website [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) for any corrigendum/addendum/amendment. Agency would be responsible for ensuring that any Addendum/Corrigendum available on the website is also downloaded and incorporated.

**Regional Director (Infra)**  
**For and on behalf of**  
**Director General, Sports Authority of India.**

**Copy to:-**

- 1. ED (Finance).**
- 2. PA to Secretary, SAI.**
- 3. AD(Media) - for uploading the IFB on SAI website and CPP Portal.**

## SECTION – II INSTRUCTIONS TO BIDDERS (ITB)

### A. PREAMBLE

#### 1. Introduction

The Sports Authority of India (SAI) was established by the Govt. in 1984 and primarily has the mandate to achieve sporting excellence at the national and international level.

#### 2 Details of Regions:

2.1 The region under tendering vide this RFP, referred to as ‘Region 4’ hereafter consists of the following Regional Centres/Academic Institutions:

Region 4	Regional Centres/Academic Institutions	State/Region Covered
1	North Eastern Regional Centre, Guwahati	Assam, Arunachal Pradesh & Meghalaya
2	North Eastern Regional Centre, Imphal	Manipur, Nagaland & Mizoram

2.2 The sports infrastructure existing at these locations comprise of the following:

- (i) Hostels for boys and girls
- (ii) Administrative block / Office Buildings
- (iii) Halls for indoor games
- (iv) Infrastructure for Hockey, Football and Athletics with synthetic turf.
- (v) Infrastructure for various combat sports like Wrestling, Boxing, Judo etc.
- (vi) Gymnasium and Fitness Centres
- (vii) Other related infrastructure.

#### 3 Aims and Objectives

Request for Proposal are invited for Empanelment from any Public Sector Undertaking set up by the Central or State Government to carry out civil or electrical works or any Central/State Govt. Orgs./PSU which may be notified by the Ministry of Urban Development for such purpose which can undertake construction projects including maintenance of sports infrastructure of SAI at any place in India. The eligible agencies are required to provide the services as per scope of work given under clause 4.0 below.

#### 4 Scope of work

The scope of work on part of the AGENCY shall include planning, design and monitoring of civil infrastructure for original and repair works and any other services as may be assigned by SAI. This shall include but not limited to the following:

- 4.1 Providing all engineering services on turnkey basis for creating desired infrastructure. The services will include Surveying, Preparation of Master Plan, Tendering, appoint of contractors, Execution, Supervision, payments, Quality Control, maintenance, providing furniture's, fixtures, kitchen equipment's etc.
- 4.2 Agency to obtain approval from SAI for the conceptual plan/s of project
- 4.3 Preparation of layout and detailed Architectural/Structural designs and drawings of buildings, plumbing, sanitary, water supply, electrical services, generators, air-conditioning, lifts, fire protection services, telephone, wiring, T.V. antenna, landscaping etc. as per requirement and submission to concerned, local bodies, where ever necessary and to obtain their approval if required.
- 4.4 Agency shall obtain all applicable statutory approvals and certificates for pre-construction as well as post construction activities on behalf of SAI.
- 4.5 Complete construction of projects and supply of materials and labour or both, by way of time scheduling, monitoring, supervision, quality assurance/control, accounting etc. Agency shall be responsible for end to end Project Management from design to final handover of the facilities.
- 4.6 Monitoring supervision of civil works for quality and timely completion
- 4.7 General maintenance of buildings and external services (Civil, Electrical Air-conditioning, Horticulture etc.)
- 4.8 Co-ordination with all other agencies, local authorities/bodies for implementation of project as per requirement of site conditions and local bye-laws.
- 4.9 Issue of Completion certification and handing over of the site after final inspection by getting rectified snag list, monitoring the performance during defects liability period (minimum 1 year) enforcing rectification of defects.
- 4.10 The Agency shall handover over all the drawings and project related documents to SAI

Scope of work includes planning, design and monitoring of civil infrastructure including sports specific infrastructure as per the requirements of SAI. This includes specialized work related to sports



infrastructure in accordance with various national/international standard. Specialized work is to be done by agency by engaging professional firms. Agency may engage professional firm from the vendors empanelled with SAI. Any other reputed professional firm having relevant experience can also be engaged by the agency with concurrence of SAI.

Bidders are requested to submit their Proposal indicating the service charge for providing the services as mentioned above for each region. Bidders may quote for one or more regions. However, the said proposals shall not be binding on SAI unless accepted vide a Notice of Award to the Bidder/Agency.

The Proposal/Bids will be scrutinized by the evaluation committee.

Above mentioned work is to be undertaken for SAI in Region 4 as fined in 2.1.

<b>Region</b>	<b>States/UT Covered</b>
Region-4	Assam, Arunachal Pradesh, Meghalaya, Manipur, Nagaland & Mizoram

## **B. BIDDING DOCUMENTS**

### **5 Content of Bidding Documents**

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

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

## 6 Amendments to Bidding Documents

At any time prior to the deadline for submission of Bids, the SAI may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.

Such an amendment to the Bidding documents will be uploaded on SAI website: <http://sportsauthorityofindia.nic.in> and CPP Portal <https://eprocure.gov.in/eprocure/app> only.

## C. PREPARATION OF BIDS

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

The bids are invited in Two Bid System i.e. Technical Bid and Price Bid. Bidder to submit Bid security to in original at SAI, Head Quarters before end date and time specified in the critical date sheet. Any bid not accompanied by Bid Security shall be rejected as non-responsive. Bid prepared by Bidder shall comprise the following.

#### A. Technical Bid:

Technical bid shall comprise of the documents in support of the criteria mentioned in Section III

#### B. Price Bid:

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

Any quote less than 3% will be considered un-responsive.

Bidder shall to upload their bid on-line with supporting documents as per the prescribed formats of the RFP document.

## 8 General

8.1 It is the responsibility of Bidder to go through the Bidding Document to ensure and furnish all required documents.

8.2 All pages of the Bid should be page numbered and indexed.

8.3 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.

8.4 A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

8.5 All payments will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form as per Section-IV format along with their offers. Contract will not be issued without NEFT Mandate Form.

8.6 All the expenditure incurred in preparation/submission/presentation of this RFP shall be borne by participating agencies.

8.7 Participation in this RFP does not guarantee any association with SAI unless notified in writing.

## 9 Service Charges

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

## 10 Bid Security/Earnest Money Deposit (EMD)

- i) The bidder shall furnish Bid Security for an amount of INR 50,000. Scanned copy of Bid Security is to be uploaded online and original Hard copy of the same must be submitted to Regional Director (Infra), SAI Head Quarters, Delhi on or before Date & Time as mentioned in Critical Date Sheet. Non-submission of Bid Security will be considered as major deviation and bid will not be considered
- ii) 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.
- iii) 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 from any of the commercial banks (as per the format at **Section IV-D**)
- iv) The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the "Secretary, Sports Authority of India", payable at Delhi. In case of Bank

Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Section IV**.

- v) The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid.
- vi) Bidders' Bid Security will be returned to them without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the empanelment process.

## **11 Bid Validity**

11.1 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 RFP Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.

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

## **12 Signing of Bid**

12.1 The Agency/Bidders shall submit their Bids as per the instructions contained in ITB Clause 7.

12.2 Bid shall be typed in English and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract and upload in PDF format.

12.3 The bid shall be duly signed at the appropriate place as indicated in the RFP Documents and all other pages of the document. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the Bid.

12.4 Bidding Document seeks proposal/bid following Two Bid Systems, in two parts. First part will be known as 'Technical Bid', and the second part 'Price/Financial Bid'

12.5 Authorized Signatory/Signing of Tender:

Individual signing the proposal or other documents connected with contract must specify the capacity in which the RFP documents are signed. The Bidder shall provide valid authorization letter in favour of the authorised

signatory by the Competent Authority on the letter head of the organization.

#### **D. SUBMISSION OF BIDS**

##### **13 Submission of Bids**

Bids have been invited on-line and bidder should submit their bid online through CPP Portal in accordance with the bidding document.

#### **E. BID OPENING**

##### **14 Opening of Bids**

14.1 The SAI will open the Bids online at the specified date and time.

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

14.3 Authorized representatives of the Agency/Bidder, who have submitted Bids may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders & acknowledgement letter of bid submission at CPPP website: <https://eprocure.gov.in/eprocure/app>.

14.4 Bids will be opened as indicated in Critical Date Sheet. The bids shall be scrutinized and evaluated by SAI with reference to parameters prescribed in the RFP Document.

#### **F. SCRUTINY AND EVALUATION OF BIDS**

##### **15 Preliminary Scrutiny of Bids**

15.1 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.

15.2 Prior to the evaluation of Price Bids, the SAI will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which meets the Eligibility Criteria and conforms to all the terms and conditions of the RFP Document. However minor deviation and/or

minor irregularity and/or minor non-conformity in the Bid, the Purchaser may waive the same at his discretion.

15.3 If a proposal/bid is not substantially responsive, it will be rejected by SAI.

## **16 Eligibility Criteria**

16.1 As per Section-III (A).

16.2 The following companies will be Ineligible to bid as they have been empaneled/under empanelment for the Maximum no. of Regions/ already empaneled for this particular region previous RFP: 33(7)/Infra/ Sai/ Empanelment/2020

- 1. M/s. NBCC**
- 2. M/s. WAPCOS**
- 3. M/s. UPRNNL**
- 4. M/s. NPCC**
- 5. M/s. HSCL**
- 6. M/s. MANDICO**

16.3 The Agency/Bidders may submit their non-binding proposal/bid for providing required services as per Clause 4 of Scope of Work hereof relating to infrastructure works in each or any of regions mention in Scope of work. However, their eligibility for a particular Regional Centres/ Academic Institutions will be considered only if they meet all the conditions of Eligibility Criteria under Section-III (A)

## **16 Comparison of Bids and Award Criteria.**

Ranking will be done as per the service Charges quoted by bidders for the region. Agency quoting lowest service charge which meets the Eligibility Criteria and submits required documents while accepting terms and conditions of RFP may be empanelled for award of work for a period of four (04) years (region wise) which may be extended at the sole discretion of SAI and subject to mutual consent for a further by one (01) year. Other terms and conditions of the engagements including service charges to remain same during the extension period.

In case same service charge is quoted by more than one agency, empanelment will be considered based on financial strength i.e. higher average Annual Turn Over of last three financial years (FY 2016-17, 2017-18, 2018-19).

If Service charge quote by any Agency is less than 3% it will be considered un-responsive.

Other agencies (L-2, L-3 and so on) who fulfil eligibility criteria, may also be considered for Empanelment if they agree to accept lowest service charges quoted by L1 agency for that particular region. Agencies so empanelled may be considered for award of work at the discretion of competent authority of SAI. More than one agency can be empanelled for work in a single region at the discretion of SAI.

Consequent upon Empanelment, performance will be the criteria for award of work.

## **G. AWARD OF CONTRACT**

### **17 SAI's Right to accept any Bid and to reject any or all Bids**

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

17.4 SAI is not bound to award each and every work to the empanelled agencies. The proposals being invited are non-binding and without any commitment of award of work.

### **18 Notification of Empanelment/Execution of Memorandum of Agreement**

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

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

### **19 Corrupt or Fraudulent Practices**

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

- (a) will reject a proposal for Empanelment if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in

question;

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



## **SECTION-II-B Instructions for Online Bid Submission**

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

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

### **2. REGISTRATION**

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

### **3. SEARCHING FOR TENDER DOCUMENTS**

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

- (iii). The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

#### 4. PREPARATION OF BIDS

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

#### 5. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The Bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- (iii) 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 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. Refer clause 10 mention above for Bid Security.

- (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 (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **6. ASSISTANCE TO BIDDERS**

- (i) Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any query relating to the process of online bid submission or query relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

**SECTION – III ELIGIBILITY CRITERIA & PERFORMANCE  
STATEMENT**

**Bid Reference No.: 33(7)/Infra. /SAI/Empanelment/2020**

1.	<p>As specified under GFR 2017 Rule 133 (3), the bidder/Agency should be a Public Sector Undertaking set up by the Centre or State Govt. to carryout Civil &amp; Electrical works or any Central/State Govt. Organisation/PSU which may be notified by the Ministry of Urban Development for such purpose.</p> <p><b><u>Documents to be submitted:</u></b> Certificate of Incorporation or any other valid supporting document to establish the bidder is a Public Sector Undertaking set up by the Centre or State Govt. to carryout Civil &amp; Electrical works or any Central/State Govt. Organisation/PSU</p>
2.	The bidder/Agency to submit audited balance sheet for last three Financial Years i.e. FY 2016-17, 2017-18 & 2018-19

The following companies will be Ineligible to bid as they have been empaneled/under empanelment for the Maximum no. of Regions/ already empaneled for this particular region previous RFP: 33(7)/Infra/ Sai/ Empanelment/2020

1. M/s. NBCC
2. M/s. WAPCOS
3. M/s. UPRNNL
4. M/s. NPCC
5. M/s. HSCL
6. M/s. MANIDCO

**SECTION- IV**  
**A. BID SUBMISSION FORM**

Date: \_\_\_\_\_

To

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

Ref.: Your RFP Document No. \_\_\_\_\_ dated \_\_\_\_\_

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

We agree to keep our Bid valid for acceptance for 180 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding Contract between us.

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

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

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

We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any. In the event of any deviation from the terms of the tender document, we agree and acknowledge that the Bid Security and Performance Guarantee shall stand forfeited without any protest and demur of the Bidder.

\_\_\_\_\_

\_\_\_\_\_

[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of  
Messrs \_\_\_\_\_

## SECTION – IV

### A. BANK GUARANTEE FORM FOR BID SECURITY

Whereas \_\_\_\_\_ (hereinafter called the “Bidder”) has submitted its proposal dated \_\_\_\_\_ for empanelment of Agencies for undertaking Original and Repair works at various facilities of SAI across India (hereinafter called the “Bid”) against the purchaser’s Request for Proposal Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the “Bank”) having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the “Purchaser) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, 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, 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 Purchaser 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 Contract/Agreement.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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)

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Name and designation of the officer

---

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



**B. NEFT MANDATE FORM**

From: M/s.

Date:

To,

Executive Director (Finance)  
Sports Authority of India

**Sub: NEFT PAYMENTS**

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

**NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM**

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

\_\_\_\_\_  
\_\_\_\_\_  
[Signature with date, name and designation]

For and on behalf of Messrs \_\_\_\_\_

*[Name & address of the Bidder]*

Confirmed by Bank

Enclosed a copy of Crossed Cheque

**SECTION – V Price Bid**

We hereby submit our competitive quotation for service charges exclusive of GST for Award of Work in case of our Empanelment with your organisation for a period of four years from the date of signing of contract.

<b>Regions</b>	<b>States/UT Covered</b>	<b>Service Charge (in Percentage)</b>	<b>Service Charge (In word)</b>
Region-4	Assam, Arunachal Pradesh, Meghalaya, Manipur, Nagaland & Mizoram		

**DECLARATION**

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

Signature of the Bidder \_\_\_\_\_

Designation \_\_\_\_\_

Name \_\_\_\_\_

Company Name and Address \_\_\_\_\_

(With Seal) \_\_\_\_\_

Telephone No.(Office)

(Mobile No.) \_\_\_\_\_

Note:

Any quote less than 3% will be considered un-responsive

Ranking will be prepared for each Region

## **SECTION – VI GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. Application**

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

2. Maintenance of project for one-year during Defect Liability period.
  - 2.1 The Agency shall promptly correct all work rejected by SAI if such work does not meet the acceptance criteria. The Agency shall bear all costs of correcting any non-conforming work
  - 2.2 The Agency shall regularly apprise SAI of the manner and means used by Agency to perform the Services desired by SAI. The Agency shall exercise highest degree of professional skill and expertise.

Time shall be of essence.

Performance security will be as per GFR provisions.

### **3. METHODOLOGY OF CONSTRUCTION AND MANAGEMENT**

- 3.1 After getting award of work from SAI, the AGENCY will plan and carry out the project as per the scope of work under clause 1.0 above. SAI may constitute a 'Project Management Group' for all major decision making activities of the Project and also nominate one of his authorized representatives for day-to-day co-ordination with the AGENCY to ensure smooth progress of work.
- 3.2 The AGENCY shall submit the Site Plan and Architectural drawings for approval of the SAI, after which, the AGENCY shall submit the time schedule to SAI within a month for effective monitoring of the project
- 3.3 The Tenders for execution of works shall be invited and finalized by the AGENCY as per laid down Govt guidelines and their approved departmental procedures. SAI will not be responsible for any procedural lapse in the tendering procedure of the AGENCY.
- 3.4 The work shall be executed by the AGENCY as per relevant Indian Standard Codes and National Building Code as applicable.
- 3.5 The quality assurance and control shall be ensured by the AGENCY in all respects including mandatory tests on all materials and performance tests of complete items of works, as may be applicable. The requisite supervisory staff

and engineers shall be provided at the site of work for effective supervision and quality assurance work.

3.6 The AGENCY shall be responsible for the consequential effects arising out of the inspection of the project by the CTE Cell of CVC during the progress or any time after the construction of project and shall take appropriate action for rectification of defective work at the risk and cost of AGENCY and for recoveries to be credited to SAI. The same will apply for the defects pointed out by SAI through its authorized representative/Officer. The Agency shall be responsible for settlement of any dispute arising with contractors without any cost implication to SAI.

4. **PROCEDURE FOR HANDING/TAKING OVER** The AGENCY shall be responsible for structural soundness of the project in all respects and a certificate shall be furnished by them to SAI after the completion of work as under:

It is certified that all prescribed Quality control measures had been ensured in the execution of the Project (Name of Project) and infrastructure created is Structurally sound and complies with relevant Indian Standard Codes and National Building Code as applicable

4.1.2 Two sets of final completed drawings of project (Architectural and Structural) and detailed layout plans of all services shall be prepared by AGENCY and handed over to SAI after completion of the Project along with a Soft copy of all documents. Other Project related documents to be handed over to SAI as required in both soft and hard copy.

4.1.3 AGENCY shall prepare a list of inventories that can be counted and is visible. These inventories shall be checked and taken over by SAI through its authorized representative. Taking over the assets does not absolve the PWO of its responsibility of quality of work executed and rectification of defects at a later stage

4.1.4 AGENCY will make its own arrangement for the site office for their executive staff to supervise the execution and subsequent maintenance period. The cost is deemed to be included in the estimate.

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

5.1 The project shall be executed as a Deposit work and AGENCY shall be paid service Charges as quoted & Accepted as 'Project Management Consultancy'/Agency charges over the actual cost of project. The cost of the project includes the actual work executed at site till completion of the project including cost of survey, soil investigation, laboratory charges, of the testing of any material, cost involved in architectural and structural drawings by consultants engaged, vetting the same by reputed organisations like IIT etc., all statutory fees of local bodies in r/o obtaining sanction of

plan, License of building constructed. Cost incurred in litigation if any, shall be paid at actuals. GST as per actual is to be paid extra on service charge. TDS shall be deducted while making the payments. **Service charge to agency will be made on completion of the works.**

## 5.2 ORIGINAL/SPECIAL REPAIR WORKS

- 5.2.1 SAI will release the advance as first instalment of up to 10% of the sanctioned amount of the capital works to the construction AGENCY after issue of Administrative Approval.
- 5.2.2 Balance fund will be released as advance in Phases depending on the physical quarterly progress of work.
- 5.2.3 Balance 10 % for cost approval limit up to 1 Crore and 5% for cost approval limit for more than 1 crore, will be released after satisfactory completion of the work and handing over of the Project to SAI.
- 5.2.4 Quoted service charge for the Project will be paid only on completion of the Works and issue of completion certificate.
- 5.2.5 On completion of the project, within three months, the AGENCY shall submit the final bill of accounts duly certified and audited for final adjustment of advances and settlement of final accounts of the project.

## 5.3 MAINTENANCE/CONSTRUCTION WORKS

- 5.3.1 SAI will release the fund to the AGENCY an amount of 20% of the actual cost of work on award. Thereafter, the actual expenditure may be got reimbursed through monthly/quarterly bills as per the physical progress of work on submission of 'Utilization Certificate' and the advance recouped.
- 5.3.2 In case of minor works in which the completion period is less than 3 months, full amount may be deposited to ensure smooth progress of work.
- 5.3.3 The AGENCY shall submit every month/Quarter, the audited statement of expenditure (inclusive of taxes) with the original bills and schedule of deposit works in form CPWA 65 to SAI to regularize the advance.

## 6. CHARGES TO BE REIMBURSE TO THE AGENCY ON ACTUALS:

- 6.1 All statutory fee/charges payable to local bodies in connection with sanctioning of development/Master plans etc, and license for construction of building including processing and other allied charges for above.

- 6.2 Any other statutory charges shall be payable only if a specific prior written approval has been taken from SAI, otherwise no charges shall be entertained on any account whatsoever.

## **7. TIME SCHEDULE**

- 7.1 The work will be completed within the period as specified by SAI (on case to case basis) after the award of work depending upon the nature, priority of work and availability of funds. The date of start will be reckoned from the date of release of 1<sup>st</sup> instalment of fund by SAI.
- 7.2 The time as given under Para 7.1 shall be adhered to and monitored by the AGENCY. A detailed time schedule for all the activities shall be submitted by the AGENCY within 30 days of the date of issue of Administrative Approval. AGENCY shall be responsible for any delay in the works except the delay which is on account of SAI.
- 7.3 Time shall be the essence of the Agreement. Any deviation from the agreed schedule of work to be promptly reported to SAI along with corrective measures.

## **8. PENALTY**

AGENCY shall be liable for consequences for the delay in completion of work by the contractor or quality. Consequences may include termination, penalties or any other measure as may be deemed fit by SAI. In addition to these remedies the Performance security shall stand forfeited and Agency/Bidder shall also be liable to indemnify SAI for all damages, losses, cost, claims etc.

## **9. MISCELLANEOUS**

- 9.1 A Copy of the agreement with the contractor, showing the quantities of different items and the approved rates will be furnished to SAI if demanded for record.
- 9.2 The AGENCY assumes the responsibility to complete the work within cost estimates framed by them and approved by SAI.
- 9.3 The unspent balance will be utilized or refunded as per directions given by SAI. In case of failure to refund the unspent balance within a period of one month from the date of giving such directives, AGENCY shall be liable to pay interest @12% per annum thereon.
- 9.4 In case the AGENCY fails for any reason whatsoever to undertake execution of work entrusted to it, it shall inform SAI accordingly within a period of three months from the date of release of funds by SAI and whole amount will be refunded in one instalment to SAI, with interest @ 18 % per annum will

be charged by SAI.

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

## **10. ARBITRATION OF DISPUTE**

- 10.1 The AGENCY shall not be held responsible for any delays caused due to unforeseen reasons, natural calamities like earthquakes, flood and lightning etc.
- 10.2 In case of any dispute between the parties, the decision of the Director General, Sports Authority of India (SAI) shall be final and binding on both the parties.
- 10.3 The AGENCY shall not be held responsible for failure to complete the work in time if such failure is due to any breach of the terms of the agreement on the part of SAI.
- 10.4 In the event of any dispute or difference relating to the interpretation and application of the provisions of the AGREEMENT, such disputes or difference shall be referred by either party (SAI & AGENCY) for arbitration to the sole arbitrator as may be mutually appointed by both the parties . The policies and procedure for Arbitration proceedings shall be in terms of prevailing policies of SAI

## **11. FORCE MAJEURE**

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

## **12. JURISDICTION**

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

## **13. Independent Contractor Status:**

It is understood, agreed and acknowledged that the Agency is not an agent or employee of SAI, and is not authorized to act on behalf of SAI except where specifically authorized in writing by SAI. The Agency agrees not to hold itself out as, or give any person any reason to believe that he is, an employee, agent, or partner of SAI. The Agency's employees (if any) shall for all purposes always remain the employee/s of the Agency and shall have



no employer –employee relation with SAI. The Agency shall ensure that all statutory compliance with respect to its employees shall be solely complied with and always remain the sole responsibility of the Agency.

**14. Indemnification**

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

**SECTION – VII**  
**SPORTS AUTHORITY OF INDIA**  
**(Infra Division)**

**(A) Memorandum of Agreement**

This AGREEMENT is made and executed at Delhi on \_\_\_\_\_

**BETWEEN**

Sports Authority of India (SAI), **having its Office at**

\_\_\_\_\_ .

**AND**

The Public Work Organisation, *Name of PWO*, having its Corporate Office at \_\_\_\_\_ hereinafter referred as Project Management AGENCY or only the ‘**AGENCY**’; which expression unless the context requires another or a different meaning shall include his/their/its successors, heirs, representatives, executors, administrators and officers authorized by him

*SAI and the Agency shall be collectively referred to as the “Parties” and individually as ‘Party’.*

**AND WHEREAS**, the Agency is an organization having expertise in providing consultancy on various infrastructure related projects and has vast experience in undertaking designing, planning, construction and maintenance of infrastructure projects.

Whereas SAI **based on the assurances and representations of the Agency** has agreed to assign the **AGENCY**, as a Deposit work on turnkey and cost plus basis, the job of planning, designing, construction and maintenance of infrastructure projects/development at various locations across India hereinafter referred as Project and the AGENCY has accepted the aforesaid assignment at a mutually agreed Agency charge of \_\_\_\_%.

SAI hereby retains the Agency , and the Agency hereby agrees to perform such Services (as defined below), as may be assigned by SAI from time to time in connection with the Projects and as broadly outlined in this AGREEMENT. For every such assignment SAI as per its practices may issue a Award of Work (“**AOW**”) to the Agency which shall form an integral part of this Agreement.

Now this deed witnessed and it is hereby agreed between the parties here to as follows:

1. **SCOPE OF WORK /PROJECT**

The scope of work on part of the AGENCY shall include planning, design and monitoring of civil infrastructure for original and repair works design and any other services as may be assigned by SAI. This shall include but not limited to the following:

- 1.1 Providing engineering services on turnkey basis for creating desired infrastructure. The services will include Surveying, Preparation of Master Plan, Tendering, appoint of contractors, Execution, Supervision, payments, Quality Control, maintenance, providing furniture's, fixtures, kitchen equipment's etc.
- 1.2 Agency to obtain approval from SAI for the conceptual plan/s of project
- 1.3 Preparation of layout and detailed Architectural/Structural designs and drawings of buildings, plumbing, sanitary, water supply, electrical services, generators, air-conditioning, lifts, fire protection services, telephone, wiring, T.V. antenna, landscaping etc. as per requirement and submission to concerned, local bodies, where ever necessary and to obtain their approval if required.
- 1.4 Agency shall Obtain all applicable statutory approvals and certificates for pre-construction as well as post construction activities on behalf of SAI.
- 1.5 Complete construction of projects and supply of materials and labour or both, by way of time scheduling, monitoring, supervision, quality assurance/control, accounting etc. Agency shall be responsible for end to end completion of the project from design to final handover of the facilities.
- 1.6 Monitoring and supervision of civil works for quality and timely completion
- 1.7 General maintenance of buildings and external services (Civil, Electrical Air-conditioning, Horticulture etc.)

The Agency shall promptly correct all work rejected by SAI if such work does not meet the acceptance criteria. The Agency shall bear all costs of correcting any non-conforming work

Specialized work related to sports infrastructure to be done by agency by engaging professional firms. Agency may engage professional firm from the vendors empanelled with SAI. Any other reputed professional firm having

relevant experience can also be engaged by the agency with concurrence of SAI.

The Agency shall regularly apprise SAI of the manner and means used by Agency to perform the Services desired by SAI. The Agency shall exercise highest degree of professional skill and expertise.

## **2. METHODOLOGY OF CONSTRUCTION AND MANAGAEMENT**

- 2.1 After getting award of work from SAI, the AGENCY will plan and carry out the project as per the scope of work under clause 1.0 above. SAI shall constitute a 'Project Management Group' for all major decision-making activities of the Project and also nominate one of his authorized representatives for day-to-day co-ordination with the AGENCY to ensure smooth progress of work
- 2.2 The AGENCY shall submit the Site Plan and Architectural drawings for approval of SAI, after which, the AGENCY shall submit the time schedule to SAI within a month for effective monitoring of the project
- 2.3 The Tenders for execution of works shall be invited and finalized by the AGENCY as per laid down Govt guidelines and their approved departmental procedures. SAI will not be responsible for any procedural lapse in the tendering procedure of the AGENCY.
- 2.4 The work shall be executed by the AGENCY as per relevant Indian Standard Codes and National Building Code as applicable.
- 2.5 The quality assurance and control shall be ensured by the AGENCY in all respects including mandatory tests on all materials and performance tests of complete items of works, as may be applicable. The requisite supervisory staff and engineers shall be provided at the site of work for effective supervision and quality assurance work.
- 2.6 The AGENCY shall be responsible for the consequential effects arising out of the inspection of the project by the CTE Cell of CVC during the progress or any time after the construction of project and shall take appropriate action for rectification of defective work at the risk and cost of AGENCY and for recoveries to be credited to SAI. The same will apply for the defects pointed out by SAI through its authorized representative/Officer. The Agency shall be responsible for settlement of any dispute arising with contractors without any

cost implication to SAI.

## 2.7 **PROCEDURE FOR HANDING/TAKING OVER**

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

It is certified that all prescribed Quality control measures had been ensured in the execution of the Project ( \_Name of Project ) and infrastructure created is Structurally sound and complies with relevant Indian Standard Codes and National Building Code as applicable

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

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

- 3.1 The project shall be executed as a Deposit work and AGENCY shall be paid service Charges .....% as quoted & Accepted as 'Project Management Consultancy'/Agency charges over the actual cost of project. The cost of the project includes the actual work executed at site till completion of the project including cost of survey, soil investigation, laboratory charges, of the testing of any material, cost involved in architectural and structural drawings by consultants engaged, vetting the same by reputed organisations like IIT etc., all statutory fees of local bodies in r/o obtaining sanction of plan, License of building constructed. Cost incurred in litigation if any, shall be paid at actuals. GST as per actual is to be paid extra on service charge. TDS shall be deducted while making the payments. **Service charge to agency will be made on completion of the works.**

## 3.2 **ORIGINAL/SPECIAL REPAIR WORKS**

- 3.2.1 SAI will release the advance as first instalment of up to 10% of the sanctioned amount of the capital works to the construction AGENCY after issue of Administrative Approval.
- 3.2.2 Balance fund will be released as advance in Phases depending on the physical quarterly progress of work.
- 3.2.3 Balance 10 % for cost approval limit up to 1 Crore and 5% for cost approval limit for more than 1 crore, will be released after satisfactory completion of the work and handing over of the Project to SAI
- 3.2.4 On completion of the project, within three months, the AGENCY shall submit the final bill of accounts duly certified and audited for final adjustment of advances and settlement of final accounts of the project.

### 3.3 **MAINTENANCE/CONSTRUCTION WORKS**

- 3.3.1 SAI will release the fund to the AGENCY an amount of 20% of the actual cost of work on award. Thereafter, the actual expenditure may be got reimbursed through monthly/quarterly bills as per the physical progress of work on submission of 'Utilization Certificate' and the advance recouped.
- 3.3.2 In case of minor works in which the completion period is less than 3 months, full amount may be deposited to ensure smooth progress of work
- 3.3.3 The AGENCY shall submit every month/Quarter, the audited statement of expenditure (inclusive of taxes) with the original bills and schedule of deposit works in form CPWA 65 to SAI to regularize the advance

### 4. **CHARGES TO BE REIMBURSE TO THE AGENCY ON ACTUALS:**

- 4.1 All statutory fee / charges payable to local bodies in connection with sanctioning of development / Master plans etc, and license for construction of building including processing and other allied charges for above.

Any other statutory charges shall be payable only if a specific prior written approval has been taken from SAI, otherwise no charges shall be entertained on any account whatsoever.

### 5. **TIME SCHEDULE**

- 5.1 The work will be completed within the period as specified by SAI (on case to case basis) after the award of work depending upon the nature, priority of work and availability of funds. The date of start will be

reckoned from the date of release of 1<sup>st</sup> instalment of fund by SAI

- 5.2 The time as given under para 5.1 shall be adhered to and monitored by SAI. A detailed time schedule for all the activities shall be submitted by the AGENCY within 30 days of the date of issue of Administrative Approval
- 5.3 Time shall be the essence of the Agreement. Any deviation from the agreed schedule of work to be promptly reported to SAI along with corrective measures

## 6. **PENALTY**

- 6.1 AGENCY shall be liable for consequences for the delay in completion of work by the contractor or quality. Consequences may include termination, penalties or any other measure as may be deemed fit by SAI. In addition to these remedies the Performance security shall stand forfeited and Agency/Bidder shall also be liable to indemnify SAI for all damages, losses, cost, claims etc.

## 7. **MISCELLANEOUS**

- 7.1 A Copy of the agreement with the contractor, showing the quantities of different items and the approved rates will be furnished to SAI if demanded for record.
- 7.2 The AGENCY assumes the responsibility to complete the work within cost estimates framed by them and approved by SAI.
- 7.3 The unspent balance will be utilized or refunded as per directions given by SAI. In case of failure to refund the unspent balance within a period of one month from the date of giving such directives, AGENCY shall be liable to pay interest @ 12% per annum thereon.
- 7.4 In case the AGENCY fails for any reason whatsoever to undertake execution of work entrusted to it, it shall inform SAI accordingly within a period of three months from the date of release of funds by SAI and whole amount will be refunded in one instalment to SAI, with interest @ 18 % per annum will be charged by SAI.
- 7.5 The account books of such deposit works will be subjected to audit by the C&AG or his nominee.

## 8. **ARBITRATION OF DISPUTE**

- 8.1 The AGENCY shall not be held responsible for any delays caused due to unforeseen reasons, natural calamities like earth quakes, flood and lightning etc.
- 8.2 In case of any dispute between the parties, the decision of the Director General, Sports Authority of India (SAI) shall be final and binding on both the parties.
- 8.3 The AGENCY shall not be held responsible for failure to complete the work in time if such failure is due to any breach of the terms of the agreement on the part of SAI.
- 8.4 In the event of any dispute or difference relating to the interpretation and application of the provisions of the AGREEMENT, such disputes or difference shall be referred by either party (SAI & AGENCY) for arbitration to the sole arbitrator as may be mutually appointed by both the parties. The procedure and fee of the arbitration proceedings shall be in accordance with prevailing policies of SAI.

## 9. **FORCE MAJEURE**

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

## 10. **JURISDICTION**

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

## 11. **Independent Contractor Status:**

It is understood, agreed and acknowledged that the Agency is not an agent or employee of SAI, and is not authorized to act on behalf of SAI except where specifically authorized in writing by SAI. The Agency agrees not to hold itself out as, or give any person any reason to believe that he is, an employee, agent, or partner of SAI. The Agency 's employees (if any) shall for all purposes always remain the employee/s of the Agency and



shall have no employer –employee relation with SAI. The Agency shall ensure that all statutory compliance with respect to its employees shall be solely complied with and always remain the sole responsibility of the Agency.

## 12. **Indemnification**

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

## 13. **VALIDITY OF AGREEMENT**

13.1 This AGREEMENT between **SAI and AGENCY** shall be valid for four (04) years which may be extended at the sole discretion of SAI subject to mutual consent by further one (01) year. Other terms and conditions of the engagements including service charge quoted to remain same during the extension period years or unless terminated by the either parties in accordance with the terms referred below

SAI reserves its right to terminate the Agreement, in the event of any deviation and or breach of terms and conditions by the Agency, if not rectified within the period as mentioned in the Notice issued by SAI.

SAI may also terminate for convenience by serving one-month advance notice to the bidder.

Bidder may only terminate the Agreement in the event of breach of terms and conditions by SAI and not addressed by SAI within 60 days of notice by the Bidder.

13.2 Termination of this Agreement for any cause shall not release the parties from any liability which at the time of termination has already accrued to such party or which thereafter may accrue in respect of any act or omission prior to such termination.

13.3 This AGREEMENT shall be applicable both for construction and maintenance works.

In witness where of the parties here unto have set their hands and seals on the day and year first written above.

For & on behalf of

For & on behalf of

**Name of PWO**

**SPORTS AUTHORITY OF  
INDIA**

Authorized Representative

Authorized Representative

Witness

Witness

1.

1.

2.

2.