

Request for Proposal

To

**Engage Firm/Agency for running a GYM/Fitness Center (Administrative Block)
in Noida Stadium Sports Complex**

Job Number – 14/Sports/2018-2019

Issued by:

New Okhla Industrial Development Authority (NOIDA)

Main Administrative Building

Sector - 06, Noida – 201301

Gautam Budh Nagar, Uttar Pradesh

Disclaimer

This Request for Proposal (RFP) Document to document to **“Engage Firm/Agency for running a GYM/Fitness Center (Administrative Block) in Noida 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 Center (Administrative Block) in Noida Stadium Sports Complex will further be known as **“the Project”**

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this 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. New Okhla Industrial Development Authority (“NOIDA” or “the Authority”) 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.

NOIDA 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 NOIDA may deem fit without assigning any reason thereof.

NOIDA reserves the right to accept or reject any or all Bids without giving any reasons thereof. NOIDA 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.

Data Sheet

1	Name of the Bid	RFP to Engage Firm/Agency for running a GYM/Fitness Center (Administrative Block) in Noida Stadium Sports Complex
2	Time-period of contract	3 years + extension for 2 years (based on performance)
3	Method of selection	Cost Based Selection (CBS)
4	Bid Processing Fee	1000 (Rupees One thousand only plus GST of 18%)
5	Ernest Money Deposit (EMD)	Rs 36,000
6	Minimum Fixed Fee (per month)	Rs 50,000
7	Bid System	Two Bid System (Technical and Financial)
8	Name of the Authority's official for addressing queries and clarifications	Shri SC Mishra Senior Manager (Work Circle II), Sector 19, Noida - 201301 District Gautam Budh Nagar, Uttar Pradesh Email: sc.mishra@noidaauthorityonline.com
9	Bid Validity Period	180 days
10	Bid Language	English
11	Bid Currency	INR
12	Schedule of Bidding Process	
	Task	Key Dates
	Uploading of Bid	07/09/2018
	Last date of receiving queries/Pre-bid meeting	14/09/2018, 15:00 hrs (IST) at Board Room, Main Administrative Building, Sector - 6, Noida - 201301
	Bid submission Date & Time	20/09/2018, 15:00 hrs (IST)
	Opening of Technical Bid	24/09/2018, 11:00 hrs (IST)
	Opening of Financial Bid	Date to be communicated later
	Issuance of Letter of Award (LOA)	Within 15 days of selection of preferred Bidder

13	Performance Security	Equivalent to monthly fixed fee of 2 months
14	Consortium to be allowed	No
15	Sub-contracting is allowed	No
16	Payment Details	For the payment of EMD and Bid Processing fee, 2 separate DD will be submitted along with RFP submission in the name of New Okhla Industrial Development Authority payable at New Delhi/Noida only.

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1. Section I: General Introduction

1.1. Project Background

- I. The Authority has a multipurpose Sports Complex consisting of 12 completed sporting facilities in sector 21A, Noida, which is spread over 69 acres.
- II. An indoor Sports Complex has been built within the Sports Complex. The following disciplines are available in the Indoor Complex:
 - a. 1 gym
 - b. 1 squash area - 4 courts
 - c. 1 aerobics and dance room
 - d. 1 TT room – with 4 TT tables
 - e. 1 badminton room – 4 courts
- III. The following disciplines are available as forms of Outdoor Sports in the Noida Stadium Sports Complex:
 - a. 1 karate area
 - b. 6 lawn tennis courts
 - c. 1 skating rink
 - d. 2 basketball courts
 - e. 1 archery course
 - f. 1 golf driving range
 - g. 1 football field
- IV. With the above background, the Authority intends to select coaching providers to impart coaching at Noida Stadium Sports Complex for GYM (ADMINISTRATIVE BLOCK).
- V. “The Project” is further sub divided into three (3) key tasks as described below:
 - a. Task I: Provide training facilities
 - b. Task II: Operate and maintain assigned facility/area/field
 - c. Task III: Ensure complete safety of users as per applicable statutory guidelines
- VI. 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 NOIDA is inviting Technical eligibility and Financial Bid for the Project.

1.2. Brief description of the selection process

- I. NOIDA invites technical eligibility and financial Bids from Bidders to perform the duties and functions set forth in this Bid.
- II. NOIDA intends to select the Bidder through an open bidding process in accordance with the procedure set out herein.
- III. The Financial Bid of only technically eligible Bidders shall be opened.

1.3. Communications

All communications should be addressed to:

Shri SC Mishra
Senior Manager (Work Circle II),
Sector 19, Noida - 201301
District Gautam Budh Nagar, Uttar Pradesh
Email: sc.mishra@noidaauthorityonline.com

2. Section II: Terms of Reference (ToR)

2.1. Scope of Services

The Noida Stadium Sports Complex is a world class facility for the development and growth of sports in Noida City. Coaching for all sporting facilities and a pay and play model are currently in place.

Proposals are invited for running GYM at the Noida Stadium Sports Complex from experienced Firms/Agencies. The details about the GYM facility are as given below:

S. No.	Detail of facility	Nos.
1.	Area	271.49 square meters
2.	No. of air conditioners	5

- i. Sharing of revenue will be in ratio of 60:40, i.e. 60% of the collection would be paid to the Contractor while 40% will be retained by the Authority. A monthly fixed fee will also be indicated by the Contractor. The larger of the two amounts (revenue share or fixed fee as specified by bidder in this document) will be retained by the Authority. (Refer Section 5.8 for details)
- ii. The offer and monthly fixed fee should be submitted as per Form 2 of this RFP document. The fee has been fixed by the Authority, the objective being maximum foot fall and quality coaching at reasonable rates. The monthly fee will be increased by 15% at the end of the 3rd year of the contract. The numbers of children allowed to take coaching shall be mutually decided. The monthly fixed fee will also be increased by 15% at the end of the 3rd year of the contract.

The Broad scope of tasks shall be as follows:

I. Provide coaching facilities

- i. The Firm/Agency shall be responsible for providing gymnasium/fitness equipment and facilities pertaining to their discipline as mentioned in Section 6.1
- ii. The Bidder shall provide training facilities for both basic and competitive levels.
- iii. The Contractor will implement world class procedures in training as prevalent in the best gym/fitness centers around the world.
- iv. Fee, timings, duration of training etc. will be as defined as in Annexure I, Annexure II and Annexure III.
- v. 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.
- vi. The fee paid by those opting for the pay and play facility would be in the scope of the Contractor appointed.
- vii. There should be a minimum of 2 certified trainers, 1 male and 1 female, present at the gym facility at all times. 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. In case these coaches are changed/required in the future, approval from the Senior Manager, Work Circle - II would need to be taken.

- viii. The details of the trainer who will be deployed in the Sports is to be submitted in the tender. In case of any change in the trainer after the appointment of the Academy, approval from the Authority would need to be taken.
- ix. It shall be mandatory for the Bidder to maintain ethical code, professional conduct and impart the same in the users by training and teamwork.
- x. Responsibilities of the trainer:
 - a. To be present at the assigned Training areas at all times.
 - b. 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.
 - c. To establish policies governing each action of users before, during and after each training session.
 - d. To ensure that users understand the use of training equipment. Make them aware of the potential accidents that may occur from use of equipment.
 - e. To establish warm-up procedures to be followed at all practices and meets
 - f. To have basic safety and rescue trainings and assist in an event of any emergency
 - g. To advertise and make the designated area/field/court popular amongst residents of Noida.

II. Operate and maintain assigned playing area/field/court

- i. The Bidder shall be responsible for basic operation and maintenance of the assigned facility-
 - a. Upkeep of the infrastructure provided by the Authority to the Contractor including Gym area, lights, air conditioners etc.
 - b. Responsible for maintenance of all the associated equipment of the gym.
- ii. At the end of the contract period when Gym/fitness center and all other associated facilities are handed over to the Authority should be handed over in the same operating condition as they were at the time of contract.
- iii. The Bidder shall clean the assigned premises regularly/all time in order to impart training in perfect hygienic condition.
- iv. The Bidder shall pay the electricity charges pertaining to the assigned premises, as indicated by the installed sub meter.
- v. 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.
- vi. 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 NOIDA.
- vii. 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.

III. Ensure complete safety of users as per statutory guidelines

- i. 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.
- ii. 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.
- iii. Handle discipline situations with courtesy and fairness.
- iv. Respond quickly, intelligently, decisively and in accordance with established emergency and accident management procedures applicable to sporting discipline on offer.
- v. The 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.
- vi. 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.

2.2. 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

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

3. Section III: Instructions to Bidders

A. General instructions

3.1. Number of Proposals and respondents

- I. No Bidder or its Associate shall submit more than one Proposal, in response to this RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Proposal.

3.2. Proposal preparation cost

- I. The Bidder shall bear all costs associated with the preparation and submission of the proposal. NOIDA will not be responsible and liable for any costs, regardless of the conduct or outcome of the proposal.
- II. All papers submitted with the bid are neither returnable nor claimable.

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

- I. Not with standing anything contained in this RFP Document, NOIDA reserves the right to accept or reject any bid and to annul the bidding process and reject all the bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- II. NOIDA reserves the right to reject any Proposal if:
 - i. At any time, a material misrepresentation is made or discovered, or
 - ii. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal
 - iii. Rejection of the Proposal by NOIDA as aforesaid would lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the bids have been opened and the best bidder gets disqualified/ rejected, then NOIDA reserves the right to:
 - i. Either invite the next best Bidder to match the Proposal submitted by the best Bidder; or
 - ii. Take any such measure as may be deemed fit in the sole discretion of NOIDA, including annulment of the bidding process.

3.4. Amendment of RFP Document

- I. At any time prior to the Proposal Due Date, the Authority, for any reason, whether at his own initiative or in response to a clarification requested by eligible Bidder, may modify the RFP Document by issuance of an addendum. The addendum will be available on the Authority website.
- II. In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, NOIDA may, at its own discretion, extend the Proposal Due Date.

3.5. Data Identification and collection

- I. It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.

- II. It would be deemed that by submitting the Proposal, the Bidder has:
 - a. Made a complete and careful examination and accepted the RFP Document in total;
 - b. Received all relevant information requested from NOIDA and:
 - c. Made a complete and careful examination of the various aspects of the scope of work including but not limited to:
 - i. Site
 - ii. Type of project
 - iii. Existing data or any relevant information;
 - iv. All other matters that might affect the Bidder's performance under the terms of this RFP Document.
- III. NOIDA shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

B. Preparation and Submission of Proposals

3.6. Language and currency

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

3.7. Proposal validity period and extension

- I. Proposals shall remain valid for a period of 180 days from the Proposal Due Date ("Proposal Validity Period") and NOIDA may solicit the Bidder's consent for extension of the period of validity, if required. NOIDA reserves the right to reject any Proposal, which does not meet this requirement.
- II. In exceptional circumstances, prior to expiry of the original bid validity period, NOIDA may request Bidders to extend the bid validity period for specified additional period. Bidders, who may not extend the bid validity period, will deem to have withdrawn their bid at the expiry of bid validity period and their bid security shall be returned.

3.8. Format and Signing of Proposals/ Bids

- I. The Bidder needs to submit their technical proposals in prescribed format (Section 8).
- II. 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.
- III. Bidders would provide all the information as per the RFP Document and in the specified formats. NOIDA reserves the right to reject any bid that is not in the specified formats.
- IV. In case the Bidder intends to give additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed enclosed sheets.

3.9. Sealing and marking of proposals

- I. 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 (Administrative Block) in Noida Stadium Sports Complex”**.
- II. The proposals shall be addressed to:

Shri SC Mishra
Senior Manager (Work Circle II),
Sector 19, Noida - 201301
District Gautam Budh Nagar, Uttar Pradesh
Email: sc.mishra@noidaauthorityonline.com
- III. The envelope shall indicate the name, address and contact number of the Bidder
- IV. If the envelopes are not sealed and marked as instructed above, the Proposal/ bid may be deemed to be non-responsive and would be liable for rejection.

3.10. Proposal due date

- I. NOIDA, at its sole discretion, may extend the bid due date by issuing an Addendum/Corrigendum.
- II. 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.
- III. NOIDA may, in exceptional circumstances, and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an Addendum/Corrigendum, uniformly for all Bidders.

3.11. Late bid

- I. Any bid received by NOIDA after date and time as mentioned in the Data Sheet of this RFP will not be accepted.

3.12. Modifications/Substitution/Withdrawal of Proposals

- I. The Bidder will not be allowed to modify, substitute or withdraw its Proposal once submitted to the NOIDA.

3.13. Selection of the Agency

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

C. Bid Opening

3.14. Opening of Proposals

- I. NOIDA would open the Proposals at the date and time mentioned in the Data Sheet of this document for the purpose of evaluation.
- II. Proposals shall be opened in presence of interested Bidders who choose to be present at specified time and location.
- III. NOIDA would subsequently examine Proposals in accordance with the criteria set out in this Document.

3.15. Confidentiality

- I. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process.
- II. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to the Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.

3.16. Tests of Responsiveness

Prior to evaluation of bids, NOIDA will determine whether each bid is responsive to the requirements of the RFP Document. The bid shall be considered responsive if:

- i. It is received/deemed to be received by the bid due date and time including any extension
- ii. It is signed, sealed and marked as stipulated
- iii. It contains all information required in this RFP Document.
- iv. Information is provided as per the formats specified in the RFP Document.
- v. Deposit of EMD & Bid Processing Fee

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

3.17. Clarifications

- I. Any queries or request for clarification concerning this document shall be submitted by written letter duly signed by the authorized signatory at the address provided in Clause 3.9 so as to reach Authority on or before the date and time as mentioned in the Data Sheet of this document.
- II. The Authority shall make reasonable endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

- III. The Authority may also on its own discretion, if deemed necessary, issue interpretations and clarifications to all Bidders by way of a common communication. All clarifications and interpretations issued by the Authority shall be deemed to be part of this document. Any verbal clarifications and information given by Authority or its employees or representatives or consultants shall not in any way or manner be binding on the Authority. The Authority reserves its right to retract, change alter or modify any communications once given by any of its employees and/or consultants.
- IV. The Authority will provide adequate information/support to assist the Bidders in the formulation of their application or response to this bid document.
- V. Further, to assist in the process of evaluation of Proposals, NOIDA may, at its sole discretion, ask any Bidder for clarification on its bid. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

3.18. Proposal Evaluation

- I. The bids will be evaluated by the Evaluation Committee to be appointed by the NOIDA.
- II. The Submissions of the Bidders would first be checked for responsiveness as set out in Clause 3.16. All bids found to be substantially responsive shall be evaluated as per the Technical Criteria set out in this RFP Document.
- III. The envelopes containing the Technical Proposal of the Bidders who do not meet the Technical Criteria shall not be considered for further process.

3.19. Technical Proposal Screening

- I. The Technical Proposals of the Bidder would be screened as per the procedure set out in this document.

3.20. Negotiations

- I. 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.

3.21. Notifications

- I. NOIDA will notify the Successful Bidder by a Letter of Acceptance (LoA) that its bid has been accepted.

3.22. Acknowledgement of LoA and Execution of Agreement

- I. 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 NOIDA. The Successful Bidder shall execute the Agreement/MoU within two (2) weeks of the receipt of LoA.
- II. NOIDA will promptly notify other bidders that their bids have been unsuccessful.

- III. 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, NOIDA reserves the right to:
 - i. Either invite the next best Bidder for negotiations, or
 - ii. Take any such measure as may be deemed fit in the sole discretion of NOIDA, including annulment of the bidding process.

3.23. Earnest Money Deposit

- I. At the time of submission of bid, bidder shall submit refundable EMD & Bid Processing Fee of amount as mentioned in the Data sheet of this document in form of DD (to be attached along with RFP submission) in favour of New Okhla Industrial Development Authority payable at New Delhi/ Noida only.

3.24. Other conditions

- I. Bidders may note that NOIDA will not entertain any deviations to this RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders shall be unconditional and the Bidders would be deemed to have accepted the terms and conditions of this RFP with all its contents and Addendums issued thereafter. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- II. It is desirable that each Bidder submits its Application after inspecting the site. The site visit maybe facilitated by NOIDA. A prospective bidder may notify NOIDA in writing 3 days prior to site visit. NOIDA would endeavour to facilitate site visit depending on availability of concerned officials.
- III. All correspondence/enquiry should be submitted to the following in writing by email fax/post/courier:

Shri SC Mishra
Senior Manager (Work Circle II),
Sector 19, Noida - 201301
District Gautam Budh Nagar, Uttar Pradesh
Email: sc.mishra@noidaauthorityonline.com
- IV. No interpretation, revision, or other communication from NOIDA regarding this solicitation is valid unless in writing and signed by the competent authority from NOIDA.

4. Qualification and Selection Criteria

4.1. Eligibility Criteria

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

To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

- I. The bidder should have the experience of operating and maintaining a Gym/fitness center, of area not less than 120 square meters, for not less than 5 years
 - a. Enclose details in Form 1.3
- II. The experience of the certified professional trainer (one male and one female) appointed by contractor Stadium Sports Complex should be provided and it should not be less than 5 years.
 - a. 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 this documentary proof shall not be evaluated.**

4.2. Evaluation/Selection Criteria

- I. The Technical eligibility will be evaluated on the basis of Bidder's educational qualification, sports Experience and coaching experience.
- II. The bidder shall quote above the monthly fixed fee of **Rs 50,000**.
- III. The financial proposals of only technically qualified bidder (qualified bidders) will be opened and the Bidder with the highest quoted rent for the gym in Form 2.2 (H1 bidder) shall be selected for the award of contract.

4.3. Contacting the Authority

- I. 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.
- II. 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.
- III. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring/blacklisting from Noida works and legal proceeding can also be initiated.

4.4. Award of Contract

- I. The selection of Bidder will depend on the clearing of Technical eligibility as well as Financial Bid. The final Letter of Acceptance (LoA) will be given to the Bidder who secures H1 in the Financial Bid.
- II. The Authority will award the contract to the highest evaluated successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the technical eligibility requirement of the bidding document.

4.5. Notification of award

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

4.6. Performance Security

- I. 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 as mentioned 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 NOIDA valid for three (3) months after completion of the Project.

4.7. Signing of contract

- I. 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.

5. 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
- iii. "Government" means the Government of Uttar Pradesh
- iv. "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 (X) of paragraph (a) of this GC Clause 5.2 (vi). 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.

- I. 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.
- II. If the Contractor becomes insolvent or bankrupt.
- III. If the Contractor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- IV. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- V. If the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- VI. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5.3 (iiii) hereof.
- VII. If the Contractor does not remedy a failure in the performance of their obligations under the Contract, even after repeated written warnings.
- VIII. If any information provided by the Contractor in the Bid submission is found to be false later on.
- IX. 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 (a) through (c) of this Clause vi (ii):

- I. 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.
- II. If the Authority fails to comply with any final decision reached as a result of arbitration pursuant Clause 5.3 ii hereof.
- III. 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 NOIDA 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

- i. 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.
- ii. 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 NOIDA 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 NOIDA against any injury, loss of life, etc., caused either directly or indirectly due to the training.

5.6. Fraud and Corrupt Practices

- i. 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, *inter-alia*, time, cost and effort of the Authority, in regard to the BID, including consideration and evaluation of such Contractor’s Proposal.
- ii. For the purposes of this Clause 5.6, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the 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;
 - b) **“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;
 - c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - d) **“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

- e) **“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

- iii. Sharing of revenue will be in ratio of 60:40, i.e. 60% of the collection would be paid to the Contractor while 40% will be retained by the Authority. A monthly fixed fee will also be indicated by the Contractor. The larger of the two amounts (revenue share or fixed fee as specified by bidder in this document) will be retained by the Authority.
1. For instance the Contractor has quoted a monthly fixed fee of INR 50,000 per month. If the total revenue collections for the month is INR 2,00,000, INR 80,000 (i.e. 40% of the total collections for the month) shall be retained by the Authority. However, if the total collections for the month was INR 1,00,000, the contractor will have to pay INR 50,000 which is the minimum monthly fixed fee.
- iv. The coaching charges will be collected by NOIDA 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.
- v. The monthly fixed fee will also be increased by 15% at the end of the 3rd year of the contract.
- vi. 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.
- vii. The Contractor shall pay the electricity charges pertaining to the assigned area/facility, as indicated by the installed sub meter.
- viii. 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.
- ix. No personnel shall be employed by the Contractor whose age is below 18 years.
- x. The Contractor shall be responsible for maintaining and enforcing all rules and regulation applicable to the discipline.
- xi. 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.
- xii. No other commercial activities such as, sale of merchandise, running of pro-shops etc shall be permitted.
- xiii. Coaching fee, timings, duration of coaching, rental rates etc. will be as defined as in Annexure I, Annexure II and Annexure III.
- xiv. The Contractor shall ensure to take all necessary measures for protection against child abuse and must follow the guideline of POCSO Act.

- xv. The Contractor will not allow any prohibited drug or substance by any trainee or trainer under any circumstances.
- xvi. 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 NOIDA

- i. NOIDA will provide a designated room and all other operational day-to-day expenses shall be borne by the Contractor.
- ii. The Authority will be responsible for deploying security guards/other personnel for the overall security of the Noida Stadium Sports Complex.
- iii. NOIDA shall be responsible for the upkeep of amenities and common public spaces in the Noida Stadium Sports Complex such as toilets, water purifiers, parking etc.
- iv. The Authority shall install an electrical sub meter especially for the operations of the contractor.
- v. NOIDA will ensure that the revenue share of the Contractor for the preceding month is transferred to the Contractor within the first 10 days of the current month.
- vi. Training fee, timings, duration of training, fee for pay and play members etc. will be as defined as in Annexure I, Annexure II and Annexure III.

6. Special Conditions of Contract

6.1. Sporting equipment

- i. The Contractor shall arrange all the necessary equipment/consumables for effective training. Space in the Noida 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 NOIDA, if such storage space is available.
- ii. The Contractor shall ensure the availability of the following basic equipments at all times –

S.No	Description of items	Quantity
1.	Treadmill	4
2.	Elliptical (Cross Trainer)	1
3.	Upright Bike	1
4.	Recumbent Bike	1
5.	Torso Rotator	1
6.	Dual Adjustable Pulley	1
7.	Spin Bike	1
8.	Biceps/Triceps Curl	1
9.	Functional Trainer	1
10.	Adjustable Cable Cross Over	1
11.	Rear Belt/Pec Fly	1
12.	Stretch Trainer	1

13.	Glotes Extension	1
14.	Leg Press	1
15.	Prone Leg Press	1
16.	Leg Extension	1
17.	Smith Machine with weight rack and bench adjustable	1
18.	Abduction and Adductor Adjustable	1
19.	Adjustable Hypertension	1

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

- iii. If storage space for training equipment is required, this should be clearly specified in the proposal.
- iv. The Contractor shall also be responsible for the operation and maintenance of the above mentioned equipments and shall ensure proper functioning of all the equipments.
- v. The responsibilities of watch and ward shall rest with the Contractor.
- vi. 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

- i. 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.
- ii. 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

- i. 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 Noida Stadium Sports Complex. The rates for members will be 25% lesser than the rates payed by non-members.
- ii. 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.
- iii. Working officers/employees of NOIDA 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

- i. Admit cards will be issued with the joint signatures of Accounts Officer (Sports) and General Manager of the Noida Stadium Sports Complex.

- ii. Only admit card holders will be allowed to enter the playing area/field. In case any unauthorized person is found without a valid admit card, against the 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

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

7. Annexure

7.1. Annexure I: Current applicable Coaching fees

S. No.	Name of sport	Charge per month (in Rs.)
1.	GYM	
2.	Personal Training	3000

7.2. Annexure II: Current rental and pay and play rates**a. Rental rates for corporates**

S. No.	Name of Sport	Rental rates and Security deposit (in Rs.)	
		Security deposit	Rental rate
1.	GYM	Not Applicable for Gym	Not Applicable for Gym

b. Pay and Play rates

S. No.	Name of sport	Proposed charge per month (in Rs.)
1.	GYM	1250

7.3. Annexure III: Current timetable applicable for coaching

S. No.	Name of Sport	Days	Time	Remarks
1.	GYM	Tuesday to Sunday	6:00 – 9:00 AM	
			5:00 – 9:00 PM	

7.4. Annexure IV: Layout and facilities provided at Noida Stadium Sports Complex

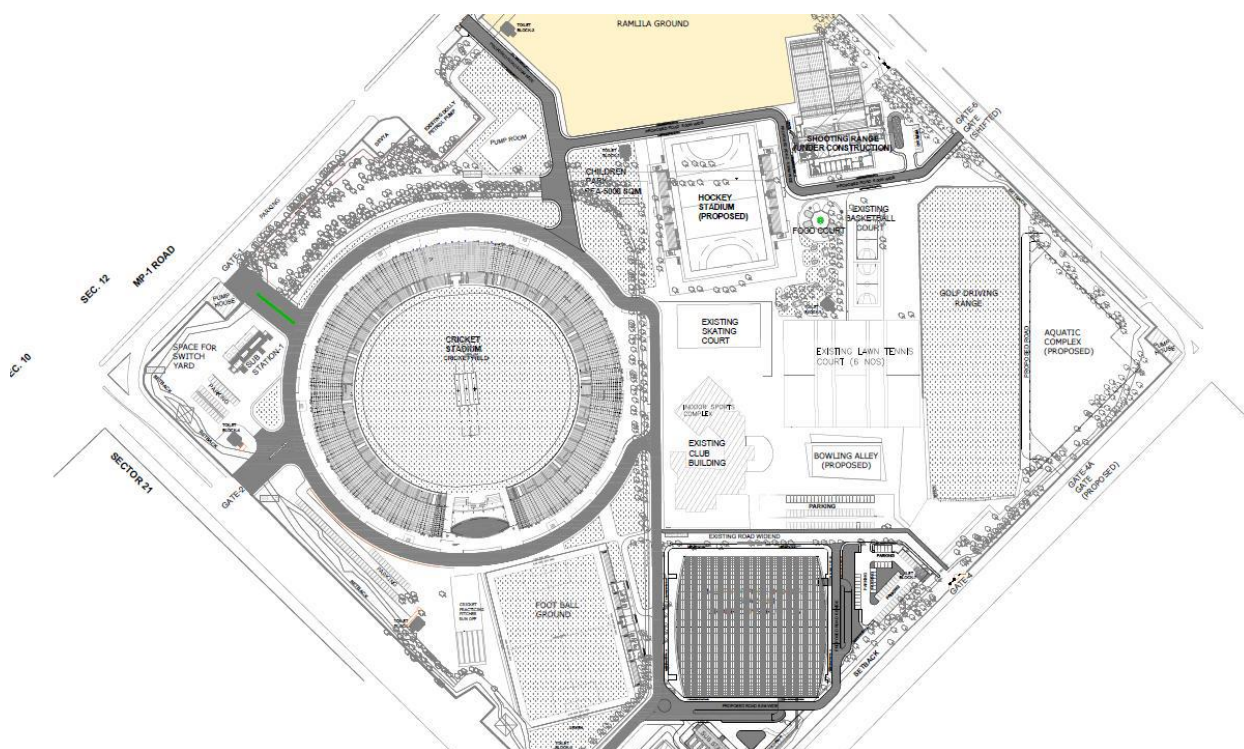


Fig: The Noida Stadium Sports Complex

Please Note: The map shown above is indicative (not to scale)

The following facilities are provided in the Noida Stadium Sports Complex:

I. Indoor sports complex:

- 1 gym
- 4 squash courts
- 1 aerobics and dance room
- 1 TT room – with 4 TT tables
- 1 badminton room – 4 courts

II. Outdoor facilities:

- 1 karate area
- 6 lawn tennis courts
- 1 skating rink
- 2 basketball courts
- 1 archery course
- 1 golf driving range
- 1 football field

III. International cricket stadium

- Spectator seating capacity of 25,000
- South pavilion with all cricket related facilities like, team dressing rooms, VIP box, administrative rooms, commentator's room, medical room, umpire room etc.
- 6 cricket practicing pitches

IV. Cycling track

V. Shooting range – under construction

VI. Indoor stadium – under construction

VII. Hockey ground – proposed

VIII. Aquatic complex – proposed

8. Forms

8.1. Form 1.1

Letter of Proposal

(On Bidder's letter head)

(Date and Reference)

To:

Shri SC Mishra
Senior Manager (Work Circle II),
Sector 19, Noida - 201301
District Gautam Budh Nagar, Uttar Pradesh

Sub: Submission of proposal to “Engage Firm/Agency for running a GYM/Fitness Center (Administrative Block) in Noida 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 Noida Stadium Sports Complex for GYM.

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 NOIDA 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)

8.2. 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)	
2. Commercial Address (Address, District, State, Pincode)	
3. Contact Information	
4. Email Address	
5. GST Registration Number	

Signature of Authorized Person

Date:

Place:

8.3. 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 NOIDA officials may visit the above mentioned facilities

2. Declaration

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

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

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

Place:	Signature:
Date:	Name:

8.4. 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:
Date:	Name:

8.5. 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:
Date:	Name:

8.6. Form 2

Financial Proposal Submission Form

[Location, Date]

FROM: (Name of Bidder)

To,
Shri SC Mishra
Senior Manager (Work Circle II),
Sector 19, Noida - 201301
District Gautam Budh Nagar, Uttar Pradesh

Sub: Financial Bid to Engage Firm/Agency for running a GYM/Fitness Center (Administrative Block) in Noida 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 criterial and Financial Bid). Our attached Financial Bid is for the monthly fixed fee of _____ [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

Note: The bidder shall quote above the monthly fixed fee of **Rs 50,000**. The monthly fixed fee will also be increased by 15% at the end of the 3rd year of the contract.

8.7. 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 (Administrative Block) in Noida Stadium Sports Complex** in response to the RFP Document dated _____ issued by New Okhla Industrial Development Authority ("NOIDA" 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 NOIDA or any other authority, and providing information/responses to NOIDA representing us in all matters before the NOIDA, 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 NOIDA 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.....
- 2.
(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).

8.8. 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

- a) Bid Processing Fee
- b) Earnest Money Deposit (EMD)
- c) Duly filled up Qualification documents (Form 1) appended with the Bids
- d) PAN/GST certificate of the individual/company/firm.
- e) Any other document as per the RFP document.

ii) Financial Bid

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