

JOB No. NOIDA/CLUB27/2019/03  
Noida Sector 27 club  
(Office Of General Manager)  
Date: 01<sup>st</sup> Mar 2019  
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**EOI DOCUMENT**

EOI for Gymnasium/Fitness Services in the Club premises for CLUB- Sector 27 NOIDA

EOI are invited by **Office of General Manager, sector 27 Club, NOIDA** for Gymnasium/Fitness services in the club premises for Noida Club Sector 27

Date of issue of EOI Document	01 <sup>st</sup> MAR 2019
Last Dates & Time for submission of EOI Document	15 <sup>TH</sup> MAR 2019 TILL 3.00 PM
<b>Date &amp; Time for opening of Tender Document</b>	
Pre qualification bid	8 <sup>TH</sup> MAR 2019 AT 3.00 PM at Club 27, H-block, Sec 27, NOIDA
Technical bid (Envelope 1 & 2)	15 <sup>TH</sup> MAR 2019 AT 5.00 PM at Club 27, H-block, Sec 27, NOIDA

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For any clarification please Contact Mr. Sharanjit Singh, General Manager (Club-27) at 9811078735 or mail us at club27noida@gmail.com

## SCOPE OF WORK

### I. Provide coaching facilities

- i. The Contractor shall be responsible for providing gymnasium/fitness equipment and facilities pertaining to their discipline.
- ii. The Contractor 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 centres around the world.
- iv. Fee, timings, duration of training etc. will be defined by the Club Management.
- v. The Contractor 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 Contractor shall get the timetable approved by the Club.
- 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/she needs help in his assignment he/she may employ assistants who must also be certified trainers. The details of such assistants and their qualification as given in the bid application along with a Curriculum Vitae. In case these coaches are changed/required in the future, approval from the Club Management would need to be taken.
- viii. The details of the trainer who will be deployed in the Sports was submitted in the RFP. In case of any change in the trainer after the appointment of the Contractor, approval from the Club would need to be taken.
- ix. It shall be mandatory for the Contractor 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 and exhibit in writing 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 Contractor shall be responsible for basic operation and maintenance of the assigned facility. Upkeep of the infrastructure provided by the Club to the Contractor including
  - a. 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 centre and all other associated facilities are handed over to the Club should be handed over in the same operating condition as they were at the time of contract.
- iii. The Contractor shall clean the assigned premises regularly/all time in order to impart training in perfect hygienic condition.
- iv. The Contractor shall pay half the amount of monthly electricity bill pertaining to the assigned premises, as indicated by the installed sub meter. The Club will pay the remaining half of the electricity bill. The electricity will be charged basis existing commercial rates and will be deducted from the monthly amount to be paid out to the Contractor.
- v. The Contractor shall compensate the Club 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 Contractor shall not cause or permit to be caused any damage to the said premises. Under no circumstances, the contractor shall make any alteration to the said premises without the prior written permission of the Club Management.
- vii. Contractor will be required to sign an inventory of the fittings and fixtures installed at the area 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.

## **TERMS AND CONDITION**

### **I. Ensure complete safety of users as per statutory guidelines**

- i. The Contractor 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 Contractor 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 Club shall be bound to take legal action against the Contractor 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.

**II. Terms of Reference**

- i. Sharing of revenue from members and non-members will be in ratio of a mutually decided percentage.
- ii. The coaching fee has been fixed by the Club Management, the objective being maximum foot fall and quality coaching at reasonable rates. The coaching fee will be increased by 15% at the end of the 3<sup>rd</sup> 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 3<sup>rd</sup> year of the contract.

**III. 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 Contractor is not able to comply with the scheduled timeline, it will be liable for a penalty as decided by the Club Management.
- 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 Contractor and on mutual consent.

**IV. Performance Security**

Prior to award of contract, to fulfill the requirement of performance security during the implementation period, the Contractor will deposit Performance Security amount Rs. 2.00 lakhs in the form of FDR/ DD or unconditional and irrevocable Bank Guarantee drawn on any scheduled Bank in favour of Club 27 Noida valid for three (3) months after completion of the Project.

**V. 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 sole

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.

#### **VI. 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 Club harmless against all liabilities, losses, damages, claims, expenses suffered by the Club as a result of such default by the selected Contractor.

#### **VII. Indemnification**

Contractor would indemnify Club 27 against any injury, loss of life, etc., caused either directly or indirectly due to the training. Contractor 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 Club 27 against any injury, loss of life, etc., caused either directly or indirectly due to the training.

#### **VIII. Fraud and Corrupt Practices**

For the purposes of this Clause 0, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- iii. "collusive practices" means a scheme or arrangement between the consultant, with or without the knowledge of the Club, designed to establish prices at artificial, non-competitive levels;
- iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

The Club 27 Noida shall have the right to cancel the Contract, if found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.

## Annexure I

### Special Conditions of Contract

#### 4.1. Equipment

- i. The Contractor shall arrange all the necessary equipment/consumables for effective training. Space in the Club 27 Noida shall be allowed to be used by the Contractor for storing equipment, gear etc. However, this would be provided at the discretion of Club 27 NOIDA, if such storage space is available.
- ii. The Contractor shall ensure the availability of the following basic equipment at all times –

S. No.	Description of item	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 equipment and shall ensure proper functioning of all the equipment.
- 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

## **Annexure I**

### **Eligibility criteria:**

- i) Name, address, email address and telephone numbers of the firm. Along with Pan No, GST no.)
- ii) Minimum 5 years of experience in running a gymnasium/health centre.
- iii) Annual turnover for the last five financial years certified by a Chartered Accountant.( Minimum 50 lakhs in the Last three financial year)
- iv) Names, addresses and contact information of at least three (3) references of individuals with direct knowledge of the proposer and principal personnel's experience in the management and operation of similar facilities.
- v) Amount of proposed rent/and or financial incentives.



## **Annexure II**

### **Evaluation of EOI**

Criteria for evaluation of EOI would include the following:

- i) Quality of concept, business plan and services to be provided.
- ii) Experience of proposer and principal personnel.
- iii) Financial capability.
- iv) References.
- v) Other factors deemed relevant.

## **Annexure III**

### **EOI Format**

The EOI should be submitted in **Two** envelopes which shall be placed in **another envelope** super scribed as “**EOI for Gymnasium/Fitness Services for Noida Sector 27 Club** ”and sealed as detailed below and submitted to Sr. Manager at Work Circle –II, Water Works Compound, Sector 19, NOIDA upto 3:00 PM on 5<sup>th</sup> Mar 2019.

#### **Envelope 1: Pre-qualification Bid**

The bidder shall submit required EMD & Prequalification documents as per annexure I

#### **Envelope 2: Technical Bid**

Quality of concept, business plan and services to be provided.

#### **Envelope3: Financial Bid**

*Financial bid shall be opened for only those bidders who are found eligible Technical Bid stage.*

The Bidder shall submit amount of proposed rent/and or financial incentives.