

Pre bid meeting/held on :- 7/3/18 at 3.00 PM for the work of:

Operation, Management & Maintenance of Sports Complexes situated in sector-59 & 65 SAS Nagar:-

S.No	Agency	Quarries	Comments/Reply/Amendments
1.	DSI ENTERPRISES, B-001,ORLOV COURT,BLOCK NO.V,ESSEL TOWER, MG ROAD,GURGA ON,HARYANA.	<p>1. The tender should be through E-tender /online tender instead of manual tender.</p> <p>2. The sports complex has an indoor heated swimming pool; hence those agencies should be allowed to participate in the tender who has sufficient 4-5 year experience of running indoor heated swimming pool with Govt. or semi-Govt. Department.</p> <p>3. The sports complex has a huge structure so 20 lakh turnover is not sufficient. Hence minimum criteria of turnover should be Rs. 5 crore during the last three financial years.</p> <p>4. The sports complex ownership will be with the department hence property tax should not be the liability of the agency. Moreover the amount is also not clear in the DNIT which should be clear.</p> <p>5. Fee structure should be on discretion of the agency according to the market and agency should have right to increase it as per market condition.</p>	<p>The manual tenders have been called to encourage the competition since most of the players are not well conversant with E-tendering, hence not accepted.</p> <p>As per the eligibility criteria in the Bid document.</p> <p>As per the eligibility criteria in the Bid document.</p> <p>Not accepted. Property Tax shall be paid by the Agency out of its own resources, which would be as per the rates by notified M.C. Mohali from time to time.</p> <p>Since presently notified rates being charged by GMADA (copy annexed) are in consonance with the prevailing market rates and rates being charged by other similar organisations. However, if the agency still insists to increase the rates further, it can be done with prior permission of GMADA as per provisions in the Bidding</p>

		<p>6. Sports complex has a huge structure hence security of Rs. 50,000/- is too less. It should be increased.</p> <p>7. The solvency certificate from bank amount is not clear it should be at least Rs. 1 crore.</p>	<p>Document.</p> <p>It is clarified that this is Earnest money only, Security amount will be extra, which would be in the shape of Bank Guarantee.</p> <p>Rs. 20.00 lac is lower limit of solvency.</p>
2.	CASTLE SPORTS SCO.44,Sector 26, MADHYA MARG, CHANDIGARH.	<p>1. The 3 years experience and turnover may be considered up to 31/3/18. Else 1 Year experience etc. of 2017-18 will be lost for some parties.</p> <p>2. The turnover may be considered by Bank Statement or other similar Financial documents.</p>	<p>Agreed, the work experience up to 31.03.2018 would be considered but w.r.t. turnover up till the date of tendering.</p> <p>Certificate of Chartered Accountant (CA) would only be considered.</p>
3.	Common Quarries	<p>1. Who will pay the property tax.</p> <p>2. Present Fee structure for different games being collected by GMADA, should be given.</p> <p>3. What is amount of bank guarantee.</p> <p>4. Whether affidavit mentioning that agency has not been black listed, is</p>	<p>All electricity, water charges, property taxes & all other relevant taxes pertaining to this complex, imposed by the Govt. from time to time during tenure of contract agreement shall be paid by agency and will not be compensated by GMADA. As mentioned in the Bid document.</p> <p>The present fee structure being collected by GMADA is annexed.</p> <p>Successful bidders shall submit a Bank guarantee or security amount for Rs. 50 lacs for the Sports Complex in Sector 59 & Rs. 30 lacs for the Sports Complex in Sector 65.</p> <p>All Bidders shall submit an affidavit/ undertaking regarding</p>

		<p>required or not.</p> <p>5. There is some confusion in sale of tenders and submission of tenders and opening of tenders.</p> <p>6. Gen. Set & solar system should be in running condition.</p> <p>7. Joint venture should be allowed.</p> <p>8. Tender fee in form of draft should be accepted for downloaded Bid Document.</p>	<p>blacklisting of the agency (if any). In addition, all bidders shall submit an undertaking that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage. Agency is also required to submit VAT Registration certificate (TIN) issued by concerned department, PAN Details and EPF registration certificate from Provident Commissioner.</p> <p>There are discrepancies in the date & time mentioned in Bid Document. The correct dates are as follows: Sale of tenders is: up to 12 Noon on 14/03/2018. Submission of tenders: up to 1:00 P.M. on 14/03/2018. Opening of technical bid: at 3:00 P.M. of 14/03/2018.</p> <p>Already in working condition.</p> <p>Conditions for Joint Venture have been Annexed</p> <p>Agreed. But it should be in the favour of Divisional Engineer PH-2 GMADA, SAS Nagar.</p>
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Joint Venture:-

Joint Venture or Consortium of agencies (maximum two members each having experience in one of the sports fields) is allowed subject to the following conditions:-

- A copy of the agreement stating the intent of the parties to form a joint venture duly notarized should be attached to application/bid. It should distinctly show the participation in terms of finance, manpower and implementation of each member as regards planning and execution of the work.
- Sum of the turnover of both the firms should be equal to or more than the pre-qualifying criteria.
- Details of experience and past performance of each of the parties to the consortium on works of similar nature, current works on hand and other contractual commitments should be furnished in the format.
- Firm having more financial share in joint venture shall be the Lead Partner, who will be authorized to incur liabilities and receive instructions for and on behalf of all the partners of joint venture. The entire execution of the contract, including payment, shall be carried out by the Lead Partner.
- The authorization of Lead Partner shall be evidenced by submitting power of attorney signed by legally authorized signatory of both the partners.
- No partners can be member of more than one joint venture.
- No applicant can submit more than one bid for the same job.
- All the partners of joint venture shall be liable jointly and individually for the execution of the job in accordance with the terms and conditions of the contract.
- Partner of the JV cannot withdraw out of the JV till completion of the contract.
- Members of Joint Venture shall be liable jointly and severally for the execution of the job in accordance with the terms & conditions of the Contract Agreement and a statement to this effect shall be included in the Joint Venture Agreement.
- All pertinent information that may affect the performance of the responsibilities of any Joint Venture member such as ongoing litigation, financial distress, or any other such matter- must be disclosed at the time of submitting the technical bid.

- The Joint Venture Agreement shall be as per Format given below:-

Draft Joint Venture Agreement

(To be made on Stamp Paper of requisite value and Notarized)

This Joint Venture Agreement (the "AGREEMENT") made at _____ on this ____ day of _____ (year)

BY AND BETWEEN

M/s _____ {Lead Member (JV Member 1)}, a _____ incorporated under _____ (name of the relevant act/law of under which registered in the Country of Registration) and having its registered office / a company incorporated under the Laws of _____ (hereinafter referred to as "_____"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the ONE PART;

AND

M/s _____ (JV Member 2), a _____ incorporated under _____ and having its registered office / a company incorporated under the Laws of _____ (hereinafter referred to as "_____"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, subsidiaries and assigns) of the SECOND PART;

(_____ and _____ shall be individually referred to as the "party" and jointly referred to as the "Parties" or "JV Members").

WHEREAS:

A. Greater Mohali Area Development Authority (GMADA) (hereinafter referred to as "GMADA" invited Bids/ Proposals for the work of _____, hereinafter referred to as "project")

B. M/s _____ and M/s _____ have agreed to consolidate their resources and experience, and apply jointly as a Joint Venture (hereinafter referred to as the "Joint Venture"), vide this Joint Venture

Agreement, for the purpose of developing and handling the Project for the stipulated period.

C. M/s _____ and M/s _____ have therefore agreed to enter into this Joint Venture Agreement in respect of the submission of the Bid/Proposal for the project on the terms set out below.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL CONVENANTS HEREIN CONTAINED THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The recital herein contained shall constitute and integral and operative part of this AGREEMENT.

2. The Parties hereto, agree to consolidate their resources and thereby form a joint Venture to jointly prepare, submit and bid for the above Project , as detailed in the Bid Document issued by GMADA for the implementation /execution and completion of the project,

3. The Parties hereto agree that _____ shall be the Lead Member andshall be the JV Members of the Joint Venture.

4. The parties shall mutually and jointly take all the decisions in respect of the Project on behalf of the Joint Venture..... (Lead Member) shall be authorized to act on behalf of the joint Venture as their representative for implementation /execution and completion of the project.

5.undertakes that it has the necessary qualification to fulfil technical and financial capability criteria for the implementation/operation and maintenance of the Project as detailed in the Bid Document.

6.andshall be jointly and severally liable for the "Project" in accordance with the terms of the Bid Document. It is further unanimously agreed by the Parties that the Lead Member, Along with Other JV Members shall:-

- a) Coordinate the day to day activities of the Joint Venture
- b) Undertake to be jointly and severally Liable /responsible for all the obligations and liabilities relating to the project in accordance with the term of the Bid Document, till the end of the contract Period and
- c) Complete all works assigned under the Bid Document within the time period stipulated in the Bid Document

7. The role and the responsibility of each Party for the "Project" shall be as follows:

Name of Member	Type of Member	Role & Responsibility
	JV Member 1(Lead Member)	
	JV Member 2	

8. Confidentiality – All information, document, etc. exchanged between the parties related to this agreement or preparation of bid or the performance of the project shall remain confidential and shall not be revealed to third parties for a certain time period to be agreed upon. Unless otherwise required by law, the Parties undertake not to disclose to any third party or any else and /or use any information, without prior consent of the other Party.

9. Term and duration- This agreement shall come in to effect on the date of submission of the bid/ proposal for the project. This agreement shall terminate on the successful completion of the project and may be extended further for such period as may be required by GMADA. This agreement can be terminated only upon Joint Ventures Bid for the Project is conclusively rejected by GMADA.

10. Costs/ Expenses – All out-of- pocket expenses/costs of and incidental to this Agreement including stamp duty and registration fees if any shall be borne and paid by the Parties. Each party shall pay and bear their own advocate/solicitor fees in the preparation of this Agreement.

11. Governing Law- This Agreement shall in all respect be governed constructed and interpreted in accordance with laws of Republic of India.

12. Settlement of Disputes- Any disputes arising out of this Agreement shall be amicably settled by the Authorized representatives of the Parties, falling with any such disputes shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 by one or more arbitrators appointed in accordance with the said Act. This Clause shall survive the termination of this Agreement.

13. Language of Arbitration shall be English. The venue of the Arbitration proceedings shall be in Chandigarh, India. The Parties jointly and severally undertake that the project that the project shall not be affected during the dispute(s) or the settlement of disputes(s) period.

14. The award rendered by the arbitral tribunal shall be final and binding upon the parties.

15. In the event of a dispute between the parties over the subject of this agreement, the prevailing party shall be entitled to reasonable advocate/solicitors fees and costs incurred in the resolution of such dispute.

16. Amendments- This agreement can be amended or suppressed by further agreement made in writing at the request of any of the Parties after unanimous approval by the Parties and by obtaining prior consent and written approval from GMADA.

17. Notices- Any notices, requests, demand or any communications from any party to the other party under this Agreement shall be by Regd. / Speed mail or facsimile transmission sent to the addresses as indicated in this Agreement. Any Party may change its Address but shall promptly inform GMADA and the other Parties/JV Members of any such change.

18. Language- The official language of this Agreement and all future agreements shall be English.

19. Assignment- None of the parties to this Agreement shall have the right to assign its benefits or liabilities under this Agreement to any other company, firm or person without obtaining prior consent and written approval of GMADA.

20. Entire agreement – This Agreement constitutes the entire agreement between the parties and supersedes all prior writings agreements or understandings relating to the subject matter thereof.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their authorized representatives the day and year first above written.

SIGNED AND DELIVERED BY- _____

BY: _____

TITLE: _____

DATE: _____

SIGNED AND DELIVERED BY _____

BY: _____

TITLE: _____

DATE: _____

WITNESS:

1. _____

2. _____

Fee structure for different games, being charged at present by GMADA as approved by

Competent Authority on 28-11-2017 :

Sr. No.	Name of Sports	Rates (Rs pm)	
		STUDENT	NON STUDENT
1	VOLLEYBALL	190	375
2	BASKETBALL	190	375
3	FOOTBALL	190	375
4	TABLE TENNIS	375	500
5	SQUASH	375	500
6	SKATING	190	375
7	LAWN TENNIS	500	1000
8	BADMINTON	500	1000
9	SWIMMING	700	1000
10	CRICKET	200	400

Note: In addition to above Rs. 500/-are being charged as first time registration.