

GREATER MOHALI AREA DEVELOPMENT AUTHORITY
PUDA BHAWAN, SECTOR 62, SAS NAGAR



Bidding Document for Operation, Management & Maintenance of Sports
Complex situated in Sector 65 SAS Nagar.

**Price of Bid Document: Rs. 5000/-
(Inclusive GST)**

GREATER MOHALI AREA DEVELOPMENT AUTHORITY
PUDA Bhawan, Sector 62, SAS Nagar.



(Press Note)

**Bidding Document for Operation, Management & Maintenance
of Sports Complex situated in Sector 61, 65 69 & Sector 71 SAS Nagar.**

GMADA invites tenders for Management, Operation Running and Maintenance of Sports Complex situated in Sector 61, Sector 65, Sector 69 and Sector 71 in Mohali through double envelop system from the reputed agencies which are already working in similar nature of works. Bid Document can be obtained by paying Rs. 5000/- (Five Thousand only) each from the office of undersigned up to 24th Sept 2018 at 1.00 PM. The tenders complete in all respect along with earnest money of Rs.50000/- (Fifty Thousand Only) should be submitted in the office of the Divisional Engineer (PH-2), GMADA, Mohali at above mentioned address upto 3 PM on 24th Sept 2018 . The date of opening of Technical Bid is 24/09/2018 at 3.00 PM & shall be opened in the office of Superintending Engineer (C-I), GMADA, Room No. 445, 4th Floor, PUDA Bhawan, SAS Nagar in the presence of the agencies or their authorized representative who may like to be present. Tender/Bid document, terms & conditions can be seen in the office of the undersigned on any working day upto 24th September, 2018 and at GMADA's official website www.gmada.gov.in

Divisional Engineer (PH-2)
GMADA, SAS Nagar.



GREATER MOHALI AREA DEVELOPMENT AUTHORITY

(PUDA Bhawan, Sector 62, SAS Nagar.

BIDDING DOCUMENT

Name of Work : Bidding Document for Operation,
Management & Maintenance of Sports
Complex situated in Sector 65 , SAS
Nagar.

Time Limit : 5 (Five) Year

Bid Security : Rs. 50000/-

This Copy of Bidding Documents is issued to:-

M/s

.....

.....

Signature of Authorized Officer



GREATER MOHALI AREA DEVELOPMENT AUTHORITY

PUDA BHAWAN, SECTOR 62, SAS NAGAR.

Tender / Bidding Document for Management, Operation Running and Maintenance of Sports Complex situated in Sector 61, Sector 65, Sector 69 and Sector 71 Mohali

List of important dates of submission of bids:-

1	Name of work	:	Bidding Document for Operation, Management & Maintenance of Sports Complex situated in Sector 65 SAS Nagar.
2	Period	:	5 (Five) Years.
3	Mode of Submission of Tender	:	To be submitted by double envelop system
4	Time and Date of issue of Bid document	:	07//09.2018 to 24/09/2018 2018 at 1.00 PM
5	Last Date of submission of Bids	:	24, Sept 2018 at 3:00 P.M.
6	Time & Date of opening of Technical Bid	:	24 th Sept 2018 at 3:00 P.M.
7	Time & Date of opening of Financial Bid	:	To be informed later to the eligible bidders
8	Place of Opening of tenders	:	Superintending Engineer (C-1), GMADA, Room No. 445, 4 th Floor, PUDA Bhawan, SAS Nagar.
9	Officer Inviting Bids	:	Divisional Engineer (PH-2),GMADA, SAS Nagar.

Divisional Engineer (PH-2)
GMADA, SAS Nagar



GREATER MOHALI AREA DEVELOPMENT AUTHORITY

PUDA BHAWAN, SECTOR 62, SAS NAGAR.

Tender / Bidding Document for Management, Operation Running and Maintenance of Sports Complex situated in Sector 65 in Mohali

S.A.S Nagar (Mohali) in Punjab is the Country's investment destination for Housing, I.T & ITES, and Knowledge & Services based industries & is also emerging as the Education Hub of North India. To cater to the recreational needs of the residents, business and industry and to promote various sports, Sports Complex had been constructed by GMADA in Sector 65 in SAS Nagar. The GMADA intends to offer Management, Operation, Running & maintenance contract for this Sports Complex for a period of 5 years. Tenders are hereby invited through double envelop system from reputed companies, firms, agencies having minimum 3 years experience (upto 31.03.2018) of running/ maintenance, operation and management of such type of sports complex/Academy/Gym, having an average annual turnover of Rs. 20.00 lakh during the last 3 financial years.

A. Envelope "A" should contains the following details :-

1. Earnest Money for an amount of Rs. 50,000/- in the Shape of Demand Draft/Pay Order in favour of Divisional Engineer (PH-2),GMADA, SAS Nagar payable at Mohali.
2. Qualification, consent and certificate of experience of sports coaches intended to be hired for this complex.
3. Experience certificate of the bidder.
4. Solvency certificate from the Bank regarding financial capability.
5. Audited Balance sheet for last three years.
6. Income tax returns of the last three years.
7. Turn over during last three years.(Certificate of Chartered Accountant would only be considered.

B. Envelope "B":- Envelope "B" should contain financial bid. The financial bid (**envelope "B "**) will only be opened of those agencies that fulfill all the requirements of Envelope **"A "**.

The plans of the sports complex showing the facilities, etc can be seen in the office of Divisional Engineer (PH-2), GMADA, SAS Nagar during working hours on any working day upto 5:00 PM. The site visits can also be arranged on prior request.

Divisional Engineer (PH-2)
GMADA, SAS Nagar.

Term & Conditions:-

1. The norms (rules and regulation) lay down by the Sports Authority of India must be followed and as per the norms specific staff will be deputed at sports complex by the agency. List of requisite coaching staff etc. is attached below:-

Sr. No.	ACTIVITIES	No. OF COACHES & SUPPORT STAFF
1.	Table Tennis	1 COACH
2.	Basket Ball	1 COACH
3.	Badminton	1 COACH
4.	Skating	1 Coach
5	Vollyball	1 Coach
	TOTAL	5 COACHES

2. Work will be allotted to that agency which quotes the highest rates.
3. The sports complex will be handed over to the agency on "As is where is" basis.
4. Sports complex timings will be between 5 A.M. to 10 P.M. and Sports complex shall be open for full year. During the non working period the responsibility of watch and ward shall be of the agency.

5. Agency will provide life saving equipments such as First-Aid box etc. The agency shall be responsible for any mis-happening or loss of life or property. Compensation of any kind will also be paid by the agency / firm and GMADA will not be responsible in any manner.
6. The Agency will arrange cycle/scooter/motor cycle/ car stand inside the Sports complex.
7. Agency will pay the full amount of lease money (as fixed) to the GMADA quarterly. If agency fails to deposit the amount of lease money as required within stipulated period a penalty of 10% of the quoted amount shall be charged upto one month. After one month it will be 15% of the quoted amount per month and in case of 3 months defiant GMADA can cancel the agreement without giving any prior notice in this regard.
8. Successful bidder shall submit a Bank Guarantee or Security amount for Rs.30 Lakhs (Thirty Lakh) which should be valid upto Five Years from the date of issue of allotment.
9. The bank guarantee deposited by the bidder shall be treated as security and will be released after 6 (six) months from the date of completion of contract period.
10. The agency will provide the requisite manpower for the Management, Running and Operation & maintenance of sports complex (Manager, Security guards, Sweeping/House- keeping staff etc.)
11. The agency will manage to keep the Sports complex clean in all respect so that it is not harmful to the players. GMADA SAS Nagar can check the cleaning whenever it is required.
12. In case of any dispute the Hon'ble court of S.A.S Nagar alone shall have the jurisdiction for the purpose of this contract.

13. The current user's fee (Annexed 'A') for sports activities would be benchmark i.e. minimum price, but agency can increase the user's fee with mutual consent of GMADA, if needed.
14. The agency shall require registration of workers under the act, the building and other workers regulations of employees and condition of Service Act, 1996 and Contract Labour (Regulation & Abolition) Act, 1970 and extension of benefits of each worker under the Act. The agency will registered the labour employed on this work as beneficiary and will make ensure that the benefits under the schemes of the Board are being given to them. The requisite information in this regard will also be supplied to the undersigned.
15. The requisite staff would be provided by the agency as per norms and as per direction of GMADA so as to efficiently run each & every game, which has been facilitated in the Sports Complex and the duty hours of the deputed employees / workers will not be excess than the norms fixed by the Govt.
16. The list of deputed employees / workers is to be supplied to the GMADA by the agency.
17. The agency will be responsible to make contribution under EPF and ESI rules regularly and deposit the same for all employees deputed for the execution of the contract in question. The copy of the same must be provided to GMADA every month.
18. The agency will pay at least the minimum wages to the staff as fixed by the Labour Department / Deputy Commissioner / Punjab Govt., from time to time.

19. The agency will restrict the entry of fire arms and fireworks in the complex at its own level, GMADA will not be responsible in any manner in this regard.
20. Any kind of unlawful activities are totally ban which will be assured by the Agency.
21. The Agency shall not use/allow to use this Sports Complex for any purpose other than sports activities.
22. The agency can conduct Sports Tournaments in the Sports complex as per rules laid by GMADA no other activity apart from sports is allowed in anyway.
23. The dues of existing members shall be paid by GMADA to the agency till the remaining membership period. The users will be liable to pay revised charges for renewing their memberships.
24. The staff deputed by the agency shall wear a uniform with logo of the agency & GMADA on it, which will be provided by the agency from its own resources.
25. New memberships shall be given as per the rates fixed by the agency.
26. The Agency may introduce new sports activities in these sports complex with the prior approval of GMADA but no damage should be made to the property for making arrangements of new facility.
27. 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.

28. Any litigation arose during the tenure of contract agreement w.r.t operation & usage by the sports persons shall be the responsibility of the Agency & GMADA will neither be responsible for it nor should it be involved in it.
29. Agency is free to run Café and Sports shops in the premises but only by making sure that no more than 5% of the area is utilised for commercial purposes that too with prior consultation with GMADA.
30. After completion of the period of allotment it is the responsibility of the agency to give peaceful possession to GMADA.
31. Agency will take NDC from all concerned departments at time of Completion/ Termination of the work.
32. Bidder shall submit an affidavit/undertaking regarding blacklisting of the agency (if any).
33. Bidder shall submit an affidavit/undertaking that information being submitted is correct and true, and that all any false information shall lead to disqualification at any stage.
34. Bidder shall submit VAT registration Certificate (TIN) issued by concerned department, PAN Details and EPF registration certificate issued by Provident Commissioner.
35. Joint Venture is allowed subject to the conditions (Annexed 'B')
36. **DISPUTES RESOLUTION MECHANISM**
 - i) If any dispute or differences of any kind what-so-ever arise between the Authority, its authorized representatives and the contractor in connection with or arising out of this contract or the execution of work, these shall be resolved as under.
 - ii) Whether before its commencement or during the progress of Project/Work or after

the termination, abandonment or breach of the contract, the dispute shall, in the first instance, be referred for settlement to the Engineer of the work and he shall, within a period of sixty days after being requested in writing by the contractor to do so, convey his decision to the contractor. Such decision in respect of every matter so referred shall, subject to arbitration as hereinafter provided, be final and binding upon the Contractor. In case the work is already in process, the contractor shall proceed with the execution of the work on receipt of the decision of the Engineer as aforesaid with all due diligence, whether any of the parties requires arbitration as hereinafter provided or not.

- iii) If the Engineer has conveyed his decision to the contractor and no claim for arbitration has been filed by the contractor within a period of sixty days from the receipt of the latter communicating the decision, the said decision shall be final and binding upon the contractor and will not be a subject matter of arbitration at all.
 - iv) If the Engineer fails to convey his decision within a period of sixty days from the date on which the said request was made by the contractor, he may refer the dispute for arbitration as hereinafter provided.
 - v) All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in communication sent through registered A.D. post, be referred to the sole arbitration of a Superintending Engineer of Greater Mohali Area Development Authority acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of the Authority, in which event, the Employer shall appoint any other technical officer of the department to act as an arbitrator on receipt of a request from either party.
 - vi) The Employer shall have the authority to change the arbitrator on an application by either the contractor or the Engineer requesting change of arbitrator giving reasons thereof, either before the start of the arbitration proceedings or during the course of such proceedings. The arbitration proceedings would stand suspended as soon as an application for change of Arbitrator is filed before the Employer and a notice thereof is given by the applicant to the Arbitrator. The Employer after hearing both the parties may pass a speaking order rejecting the application or accepting to change the arbitrator or simultaneously, appointing a technical officer as Arbitrator under the contract. The new arbitrator so appointed may enter upon the reference afresh or he may continue the hearings from the point these were suspended before the previous arbitrator.
 - vii) The reference to the arbitrator shall be made by the claimant party within one hundred twenty days from the date of dispute of claim arises during the execution of work. If the claim pertains to rates or recoveries introduced in the final bill, the reference to the arbitrator shall be made within six calendar months from the date of payment of the final bill to the contractor or from the date a registered notice is sent to the contractor to the effect that his final bill is ready by the Engineer (whose decision in this respect shall be final and binding) whichever is earlier.
37. The agency will arrange entire staff for managing parking of vehicles properly during the functions to avoid harassment to General Public.
38. All the record of booking of sports complex will be maintained by the agency and the same can be checked by the engineer-in-charge at any time to avoid any misuse.

39. This agreement can be extended after expiry of contract agreement for any specific period with the mutual consent of both the parties if running, management, maintenance and operation work of sports complex of the agency is found satisfactory and rates shall be revised as per mutual understanding.
40. Fire safety equipments will be provided /arranged by the agency to the entire satisfaction of district fire officer/GMADA.
41. Subletting of works is not allowed.

Divisional Engineer (PH-2)
GMADA, SAS Nagar.

A FORM OF PERFORMANCE BANK GUARANTEE

To

..... (Name of Engineer)

..... (Address of the Engineer)

WHEREAS (Name and Address of Contractor
..... (Hereinafter called "the contractor" has undertaken, in
Pursuance of contract No. dated to execute (Name
of contract and brief description of works) called "the
Contract".

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract.

AND WHEREAS we have agreed to give the contract such a Bank Guarantee.

NOW THEREFORE, we hereby affirm that we are the guarantor and responsible to you, on behalf of the contractor, up to a total amount of guarantee..... (in works) we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of amount of Guarantee as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the term of contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the contractor of the work to be performed there under for any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The Guarantee shall be valid until 28 days from the date of expiry of the defect _____ Liability period.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank

Address

Date:

(Ann. "A")

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. _____

GMADA

Name of Work: Bidding Document for Operation, Management & Maintenance of Sports Complex situated in Sector 65SAS Nagar.

Tender No. GMADA/DE (PH-2)/2018/ dated:

Performa for quoting the rates of lease money to be paid to GMADA

Name of the Firm				
Sr. o.	Description	Year	In figures.	In words.
1	Lease money to be paid by the Agency /firm to GMADA.	During 1 st Year	Quoted rates = Q1	
2	Lease money to be paid by the Agency /firm to GMADA.	During 2 nd Year	Q1 + 10% =Q2	
3	Lease money to be paid by the Agency /firm to GMADA.	During 3 rd Year	Q2 + 10% =Q3	
4	Lease money to be paid by the Agency /firm to GMADA.	During 4 th Year	Q3 + 10% =Q4	
5	Lease money to be paid by the Agency /firm to GMADA.	During 5 th Year	Q4 + 10% =Q5	
G.Total				

Note: For detailed price bid refer detail given in these documents.

Minimum Quoted Amount (Q1) for 1st year = Rs _____

This DNIT contains pages 1 to _____

Divisional Engineer (PH-2)
GMADA, SAS Nagar