

Important Information Sheet

Event	Particulars
Date of publication of Notice Inviting Tender	15.05.2015
Last date and time for seeking clarification	21.05.2015 at 1500 Hrs.,
Date and Time for Pre bid Conference	22.05.2015 at 1100 Hrs.,
Date of Issue of Clarification by Department of Sports, MYAS	25.05.2015 at 1500 Hrs.,
Last date and time for Bid submission	08.06.2015 at 1430 Hrs.,
Date & Time of Opening of Technical Bids	08.06.2015 at 1530 Hrs.,
Place of Submission of NIT	The Under Secretary (MD-RGKA) Department of Sports, Ministry of Youth Affairs & Sports, Government of India, Cafeteria Building, Pragati Vihar Hostel, CGO Complex, Lodhi Road, New Delhi-110003
Contact Person	The Under Secretary (MD-RGKA) Department of Sports, Ministry of Youth Affairs & Sports, Government of India, Cafeteria Building, Pragati Vihar Hostel, CGO Complex, Lodhi Road, New Delhi-110003
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Government of India
Ministry of Youth Affairs & Sports
(Department of Sports)
MISSION DIRECTORATE - RGKA

NIT No. No. 46-1/MYAS/RGKA/2014

dated 15th May, 2015.

**Notice Inviting Tender (NIT) for award of construction works relating to
Development of Sports Infrastructure facilities in Jammu & Kashmir as
a turnkey job to a Central / State PSU**

1. **Overview:**

1.1 **Definitions**

- i. **“Employer”** means the Ministry of Youth Affairs & Sports, Department of Sports, Mission Directorate – RGKA.
- ii. **“Contract”** means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- iii. **“Project specific information”** means such part of the Instructions to bidders used to reflect specific project and assignment conditions.
- iv. **“Day”** means calendar day.
- v. **“Government”** means the Government of India
- vi. **“State Government”** means the State Government of Jammu & Kashmir

- vii. **“Personnel”** means professionals and support staff provided by the bidder or by any implementing agency and assigned to perform the Services or any part thereof;
- viii. **“Bid”** means the Technical Bid and the Financial Bid.
- ix. **“Assignment / job”** means the work to be performed by the selected bidder pursuant to the Contract.
- x. **“PSU” means a Central or State PSU which is eligible to bid for the Assignment / job.**
- xi. **“Successful Bidder”** means the bidder PSU which is selected for award of Assignment / job.
- xii. **“Implementing Agency”** means any agency, contractor or entity with whom the selected bidder subcontracts any part of the Assignment / job.
- xiii. **“Terms of Reference” (TOR)** means the details included in the NIT specifically in Para 2 or otherwise as well as the contract which explain the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the selected bidder, and expected results and deliverables of the Assignment / job.

1.2 Introduction : Mission Directorate – RGKA, Department of Sports under the Ministry of Youth Affairs & Sports (MYAS), Government of India, for and on behalf of President of India, invites bids from Central / State PSUs eligible to be considered for execution of construction works relating to development of Sports Infrastructure in Jammu & Kashmir as a turnkey job.

2. Terms of Reference and Scope of Work:

2.1 Terms of Reference: Terms of reference of the selected PSU will broadly include Pre-construction; Construction and Post-construction activities including the following:

- i. Preparation of Detailed Project Report (DPR) for development of sports infrastructure facilities in Jammu & Kashmir, including detailed designs, drawings, specifications, estimates, and BOQ for various construction works in consultation with the stakeholders;
- ii. Finalisation of the tendering process involving the entire process from calling of tenders to selection of the implementing agency (contractor);
- iii. Monitoring, supervision and facilitation of the implementation of the project, including fulfilment of all statutory and legal requirements;
- iv. Submitting report of progress of the project from time to time to the Mission Directorate – RGKA, Department of Sports, MYAS ;
- v. Submitting the final report to the Mission Directorate – RGKA, Department of Sports, MYAS.
- vi. Any other item of work that is incidental to and essential for completion of the project (to be included in the Form of Contract after due consultation between both the parties.

2.2 Brief scope of work : The development of sports infrastructure facilities in Jammu & Kashmir will include augmentation of existing stadiums, both at Srinagar & Jammu and creation of sports infrastructure facilities at different district towns each in Srinagar & Jammu region as per details given below:-

Srinagar: Reconstruction and up-gradation of existing Bakshi Stadium.

The proposal in this regard would involve the following in an illustrative way :-

- a. Construction of eight lane synthetic athletic track.
- b. Synthetic Hockey Turf at polo ground, Srinagar.
- c. Construction of multipurpose indoor hall at Zadibal, Srinagar.
- d. Up-gradation of multipurpose indoor hall adjoining Bakshi Stadium.
- e. Construction of multipurpose gym alongwith change room and all weather VIP gallery.
- f. Swimming pool at Zadibal, Srinagar.
- g. Beautification of existing stadium.
- h. Construction of multipurpose indoor hall at different districts namely, Anantnag, Handwara, Pulwama and Pattan.

Jammu Region

The proposal in this regard would involve the following:-

- a. Construction of 8 lane synthetic athletic track at M.A stadium and GGM Science College, Jammu
- b. Synthetic hockey turf.
- c. Multipurpose indoor hall at Jammu.
- d. Up-gradation & roofing of all weather swimming pool at M.A. stadium, Jammu.
- e. Construction of multipurpose indoor hall at different districts namely, Kathua, Doda, Reasi, and Bhour Camp, Jammu.

- f. Up-gradation of existing stadia by laying synthetic athletic track at Poonch and Rajouri.
- g. Up-gradation of existing cricket pitch at M.A Stadium, Jammu.
- h. Construction of multipurpose gym, change rooms and all weather VIP gallery.

Multipurpose Halls (at different district towns)

2.3 Multipurpose hall should accommodate minimum 3 badminton courts, two squash courts, 4 no. of Table Tennis Tables, multi-gym and provision for weight lifting & wrestling. The three badminton courts could also be used as one basket ball / volley ball courts.

3. Eligibility:

The PSUs should meet the Financial and Technical eligibility criteria (Quality Evaluation Criteria) as per parameters laid down here under:

S. No.	Criterion	Minimum requirement	
A	ORGANIZATIONAL STRENGTH		
(i)	Presence of in-house professionally qualified staff in the Central / State PSU in following indicative categories		
	• Civil Engineer	(Min. Qualification - B. Tech) 50 Engineers	
	• Electrical Engineer	(Min. Qualification - B. Tech) 5 Engineers	
	• Architects on roll / on approved panel	(Minimum Qualification – B. Arch) 3 Architects	
B	RELEVANT EXPERIENCE		
(i)	Experience in Stadia / Synthetic athletic Track or synthetic hockey Turf / Sports Infrastructure Projects/Sports Education Projects / Prefabricated Infrastructure Projects during last ten years (between 2004-05 to 2013-14): Project successfully completed and / or nearing completion :	Rs.40 Crores	
		No of Projects	Total Value of the

(ii)	Experience in J&K (building works in last 10 years)		projects
		2 projects	Rs.20 Crores
C	FINANCIAL CAPABILITY		
i)	Average Annual Financial turnover in last five financial Years. (2009-10 / 2010-11 / 2011-12 / 2012-13 / 2013-14)	Rs.200 Crores.	
ii)	Average Annual Profit (PBIDT) in last five financial years. (2009-10 / 2010-11 / 2011-12 / 2012-13 / 2013-14):	Rs.25 Crores	
iii)	Average Net worth for the last five financial years (2009-10 / 2010-11 / 2011-12 / 2012-13 / 2013-14)	Rs.10 Crores	
iv)	Average MOU RATING OF THE PSU		
	Average MOU Rating for the last five years (2008-09 / 2009-10 / 2010-11 / 2011-12 / 2012-13)	Minimum Good	

4. Clarifications on NIT Document:

4.1 The prospective PSU requiring any clarification on this document shall notify the MD-RGKA in writing / e-mail or by Fax at the mailing

address / e-mail ID / FAX number indicated in Para 9.5 below, latest by **1500 hrs 21st May, 2015**. Clarifications sought, if any, are to be asked in the following format:

S. No.	Clause No. of the NIT	Query / Clarification sought

4.2 Pre-Bid conference will be held at **1100 hrs on 22th May, 2015** at the address stated in Para 9.5 below. All efforts will be made to furnish clarifications during the pre-Bid Conference. In exceptional cases, the same will be furnished subsequently. In both cases, the minutes of the pre-Bid meeting containing the clarifications shall be posted on the website of this Ministry and MD-RGKA.

4.3 Any clarifications issued by MD-RGKA shall form an integral part of this document and shall amount to an amendment to the relevant clauses of this document.

5. Documents / details to be submitted in the Offer:

5.1 The PSU is required to furnish the following details / documents duly signed and stamped on each page by the authorized signatory of the PSU:-

- i. Documents from the authorized authority indicating the details of the authorized signatory and containing the attested signature of such authorized signatory. The authorization shall be in the form of a written

power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign.

- ii. Technical Details about the PSU and other relevant information in the formats prescribed at **Annexure I to VI** including documents in support of the details provided therein. (Such information shall form the basis of technical evaluation).
- iii. Certificate of Incorporation / Registration.
- iv. Copy of aims and objectives of the PSU as indicated in the Memorandum of Association and Articles of Association of the PSU.
- v. Audited annual reports along with a certificate / certificates in support of turnover, net worth, PBDIT, from the statutory auditors of the company certifying the turnover, PBIDT and Net Worth in the prescribed format.
- vi. Copy of Certificates for Service Tax and copy of PAN and TAN.
- vii. Copy of NIT & clarifications issued by MD-RGKA to this NIT, if any, as a mark of acceptance of all conditions of the NIT.
- viii. A certificate from the Chairman/Company Secretary of the firm certifying the details of the signatory authority and attestation of such authority's signature or Power of Attorney in favor of the signatory authority for the purpose of signing bid documents.
- ix. Documents in support of MOU rating issued by the Department of Public Enterprises.

- x. A detailed write-up on the PSU's Approach and Methodology to perform the assignment based on the TOR.

Note:

- (a) All papers which are a photocopy and submitted as part of the proposal shall be duly attested by the Company's CS / CA or authorized signatory.
- (b) Each of the pages of the proposal submitted will be signed and stamped by the Authorized Signatory of the PSU.
- (c) Each page of the proposal should be duly numbered and total number of pages in the proposal should be clearly mentioned in the proposal. Index of the documents submitted in this NIT should be given and location of the documents submitted should be clearly mentioned in the Index so that the Tender Evaluation Committee is able to easily locate them.
- (d) All monetary figures should be in INR. In case any value of money is indicated in a currency other than INR, the same will be converted into INR by MYAS as per the exchange rate prevailing on the date of opening of the NIT.
- (e) Only proposals complete in all respects and containing all requisite information / data shall be accepted and evaluated. Proposals which are incomplete or lacking in any manner shall be declared “**not responsive**” and summarily rejected and no requests for condonation / acceptance of information after the final date for submission of tender documents, shall be entertained.

6. Availability of NIT / Processing Fee

6.1 **Documents and Processing Fee:** Copy of the NIT can be downloaded from the website of this Ministry at www.yas.nic.in. Demand Draft / Banker Cheque of **Rs.1000.00** (Rupees One Thousand Only) drawn in favour of the NSDF, PYKKA, payable at Delhi / New Delhi towards the cost of NIT and processing fee shall be enclosed by the PSU with the technical bid. Bids not accompanied by the cost of the NIT document downloaded from the website and processing fee will not be considered and will be summarily rejected.

7. Earnest Money Deposit:

7.1 To safeguard the interests of the Government, each bid will also be accompanied by an Earnest Money Deposit of **Rs.10.00 Lakhs (Rupees ten lakhs only)**. Earnest Money can be deposited along with the technical bid by means of Bank Guarantee **(in the prescribed format enclosed as Annexure VII)** drawn in favour of the Department of Sports, Government of India payable at Delhi / New Delhi. The Earnest Money Deposit shall have to be valid for at **least six months** Technical bids not accompanied by Earnest Money or Earnest Money in deviation from above shall be summarily rejected. No interest shall be payable by the Employer for the sum deposited as EMD.

7.2 Earnest money will be returned to all unsuccessful PSUs without interest as soon as practicable after a decision on bids.

7.3 The earnest money shall be liable for forfeiture in the following events:

- I. If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- II. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- III. If the bidder tries to influence the evaluation process.
- IV. If the First ranked bidder withdraws his proposal prior to signing of contract or fails or refuses to furnish the Performance security in accordance with instructions to the Bidders
- V. For contravention of any of the conditions of the NIT not acceptable to the Employer.

8. Performance Security Deposit:

8.1 Successful PSU shall, within one month from the date of conveying acceptance of the tender in his favour in writing, have to deposit a sum equal to ten per cent of the total estimated cost of the PMC work agency charges for the proposed construction work as Security for the fulfilment of the contract in the form of a Bank Guarantee **(in the prescribed format in Annexure VIII)** drawn in favour of the Department of Sports, Government of India payable at Delhi / New Delhi. The Performance Security Deposit shall have to be valid up to a period of 60 days beyond the defect liability period of the facilities created under the project.

9. Submission of proposals:

9.1 **Two Bid system:** The original Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL BID in response to MD-RGKA, Department of Sports NIT No. 46-1/MYAS/RGKA/2014 dated 15th May, 2015 for Development of Sports Infrastructure facilities in Jammu & Kashmir”**. Similarly, the original Financial Proposal shall be placed in a separate sealed envelope clearly marked **“FINANCIAL BID in response to MD-RGKA, Department of Sports NIT No. 46-1/MYAS/RGKA/2014 dated 15th May, 2015 for Development of Sports Infrastructure facilities in Jammu & Kashmir”**. The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked **“DO NOT OPEN, BEFORE 1530 hrs on 08th June, 2015”** and will also mention the name of the PSU with address and Stamp. The **MD - RGKA, Department of Sports** shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and / or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

9.2 **Technical Bids** will consist of –

- i) Copy of NIT & clarifications issued by MYAS to this NIT, if any, duly signed and stamped on each page by the authorized signatory of the PSU as a mark of acceptance of all conditions of the NIT
- ii) Cost of tender document.
- iii) Cost of the tender document in the prescribed form: bank draft / bankers cheque
- iv) non-refundable Bid Processing Fee
- v) Prescribed Earnest Money Deposit (EMD)
- vi) All documents as more specifically mentioned in Para 5.1 of this NIT
- vii) Information in Annexure I to VI. Technical bids not meeting this requirement or incomplete in any respect will not be considered and summarily rejected.

9.3 **Financial Bids** will consist of the Agency Charges to be quoted by the PSU in the prescribed format at **Annexure – VI**. The Financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

9.3.1 **Taxes:** The Bidders shall fully familiarize themselves about the applicable Domestic taxes (such as: value added or sales tax, service tax or income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the bidders in the financial proposal.

9.4 While Technical Bids will be opened on the date and time given in Para 10.1 below, financial Bid of only technically qualified PSUs will be opened later for which separate date and time will be notified on the website of this Ministry.

9.5 The proposals from the interested eligible PSUs shall be accepted at the following address up to **1430 Hrs** (Indian Standard Time) on **08th June, 2015**.

The proposal shall be addressed to:

The Under Secretary (RGKA)
Mission Directorate – RGKA
Department of Sports,
Ministry of Youth Affairs & Sports,
Government of India,
Cafeteria Building, Pragati Vihar Hostel,
CGO Complex, Lodhi Road,
New Delhi-110003
Tele No. 011-24361823
Fax: 011-24361819/1820
email: arunkumar.s@nic.in

9.6 The proposal may be sent by post or delivered in person on the above mentioned address. The responsibility for ensuring that the proposals are delivered in time would vest with the PSU. MD-RGKA,

MYAS shall not be responsible if the proposals are delivered late or elsewhere.

9.7 Any proposal received by the Employer either by post or courier service or in person after the specified date and time will not be opened **shall be returned unopened. MD-RGKA, MYAS, at its discretion, may extend the deadline for the submission of the proposals prior to the time of opening of Technical Bids, as it may deem appropriate.**

9.10 **Validity of the Bids:** The bids submitted by bidders shall remain valid for a period of **180 days** from the deadline date for submission of bids.

10. **Opening of Proposals:**

10.1 MD-RGKA, MYAS shall open the Technical Bids at **1530 hours on 08th June, 2015** at the address stated in Para 9.5 above in the presence of authorized representatives from participating PSUs, who choose to attend. In case the date fixed for opening of the proposals is subsequently declared as holiday by the Government, the proposals will be opened on the next working day with the time and venue remaining unaltered.

11. **Evaluation:**

11.1 The duly constituted Tender Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, specified in the NIT. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the NIT for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the

financial bid (proposal) will remain unopened. The proposals will be evaluated, based on the eligibility criteria and submission of all the requisite information / documents as asked for in this NIT in para 3, as per **Annexure I**.

11.2. Presentation by the eligible bidder : A detailed presentation by the eligible Bidder shall broadly include:

- i. Understanding of the Terms of Reference
- ii. Technical approach and methodology,
- iii. Work plan including PERT / CPM chart;
- iv. Maintenance of quality;
- v. Steps to be taken for timely completion of the project, Plan B or alternate methods to complete the project in any eventuality;
- vi. Experience of working in J&K & experience in Sports Infrastructure facilities and
- vii. Organization and staffing, including suitability of the Key personnel for the Project and any suggestions made by the bidder to improve the Terms of Reference. This is an illustrative list of items, but not exhaustive. Based on inputs received from the Bidders during the presentation, the Employer may modify / amend the Terms of Reference, staffing schedule, work schedule, logistics, and reporting subsequently. These documents will then be incorporated in the Contract as “**Description of Assignment / job**”. Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment / job.

11.3 Evaluation shall be made **under Combined Quality cum Cost Based System (CQCCBS)**. Under CQCCBS, the **technical proposals will be allotted weightage of 70%** and only PSUs securing a minimum of **80% marks** in technical evaluation shall be considered technically qualified. Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified to be notified, in the presence of the PSU's representatives who choose to attend. The name of the PSUs, their technical score (if deemed necessary by the Employer) and their financial proposal shall be read aloud. **Financial proposals will be allotted weightages of 30%.**

11.4 Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.

11.5 The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

11.6 **Highest points basis:** On the basis of the combined weighted score for quality and cost, the PSUs shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.

11.7 The Name of the successful PSU along with details of cost etc. shall be posted on the departmental website after the award to the successful PSU has been made and communicated to him in writing.

12. Agency Charges:

12.1 MD - RGKA, MYAS shall approve designs which shall be prescribed for each construction work and the detailed working drawings / preliminary estimate / detailed estimate / structural designs will be uniform. The PSUs will have to quote the agency charges proposed to be charged by them in the financial bids. Such agency charges will be applicable on the actual cost of execution of the works and shall be substantiated with the help of documentary evidence establishing the amount of cost incurred by the CPSU towards the said construction(s).

13. Award of Contract

13.1 After completing the evaluation and consultations as laid down in para 11.6, the Employer shall issue a Letter of Intent to the selected PSU and promptly notify all other PSUs who have submitted proposals about the decision taken.

13.2 The selected PSU through its authorised representative will sign the contract after fulfilling all the formalities within 15 days of issuance of the letter of intent.

13.3 : **Terms of payment** : Terms of payment will be included in the Form of Contract after due deliberations with the Successful Bidder.

14. Confidentiality

14.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the PSUs who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any PSU of confidential information related to the process may result in the rejection of

its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.

15. Disclaimer

15.1 The information contained in this NIT or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of MD-RGKA, Department of Sports, MYAS or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this NIT and such other terms and conditions subject to which such information is provided.

15.2 This NIT is not an agreement. This NIT provides interested parties with information that may be useful to them in formulation of their proposals pursuant to this NIT. This NIT includes statements, which reflect various assumptions and assessments arrived at by the MD-RGKA, Department of Sports, MYAS in relation to the construction work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This NIT may not be appropriate for all persons, and it is not possible for the MD-RGKA, Department of Sports, MYAS, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this NIT. The assumptions, assessments, statements and information contained in this NIT, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this NIT and obtain independent advice from appropriate sources. Information provided in this NIT to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an

exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The MD-RGKA, Department of Sports, MYAS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

15.3 The MD-RGKA, Department of Sports, MYAS, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this NIT or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the NIT and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT or arising in any way in this Selection Process.

15.4 The MD-RGKA, Department of Sports, MYAS also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this NIT.

15.5 The MD-RGKA, Department of Sports, MYAS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this NIT.

15.6 The MD-RGKA, MYAS reserves right to accept or reject any or all proposal (s) or to annul the NIT process and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected PSU (s) on the ground of such action.

15.7 The Applicant shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the MD-RGKA, Department of Sports, MYAS or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the MD-RGKA, Department of Sports, MYAS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the Selection Process.

15.8 Any effort by a PSU to influence the proposal comparison / evaluation / work award decision by way of overt/covert canvassing shall result in non consideration / rejection of its proposal.

15.9 The MD-RGKA, MYAS reserves the right to change the schedule of dates / time stated in this NIT. Changes, if any, will be displayed on the website of MD-RGKA and it shall be the responsibility of the PSUs to keep themselves abreast of such updates. As such the PSUs are requested to regularly check the website of MD-RGKA and MYAS.

15.10 In case of any dispute, Jurisdiction of courts in New Delhi will apply.

15.11 The responsibility of giving truthful information without concealing any facts is that of the PSU(s). In case, at any stage, it is found that any information given by the PSU(s) is false / incorrect / concealed, then MD-RGKA, MYAS shall have the absolute right to take any action as deemed fit including but not limited to dropping the bidding PSU from consideration for award of work / blacklisting etc. without incurring any liability to the affected PSU(s) on the ground of MD-RGKA, MYAS's action.

TECHNICAL BID

Annexure I

Proposed Quality Evaluation Criteria

(Total weightage 100 marks for Central / State PSUs)

S. No.	Criterion	Evaluation Criteria
A	ORGANIZATIONAL STRENGTH	15 marks
(i)	Presence of in-house professionally qualified staff in the PSU in following indicative categories	
	<ul style="list-style-type: none">• Civil Engineer <p style="text-align: center;">7 marks</p>	Civil Engineer (Min. Qualification-B. Tech) <ul style="list-style-type: none">• Above 200 Engineers: 7 marks• Between 100 to 200 Engineers: 5 marks• 50 to 100 Engineers: 3 marks
	<ul style="list-style-type: none">• Electrical Engineer <p style="text-align: center;">5 marks</p>	Electrical Engineer (Min. Qualification-B. Tech) <ul style="list-style-type: none">• Above 20 Engineers: 5 marks• Between 10 to 20 Engineers: 3 marks• Between 5 - 10 Engineers: 1 marks

	<ul style="list-style-type: none"> Architect on roll / on approved panel <p style="text-align: center;">3 marks</p>	Architect (Minimum Qualification – B. Arch) <ul style="list-style-type: none"> Above 10 Architects: 3 marks Between 5 to 10 Architects: 2 marks Between 3 - 5 architects: 1 marks 	
B	RELEVANT EXPERIENCE	40 marks	
(i)	Experience in Stadia / Synthetic athletic Track or Synthetic Hockey Turf / Sports Infrastructure Projects during last ten years (between 2001-05 to 2013-14): Projects successfully completed and / or nearing completion : <p style="text-align: center;">10 marks</p>	Above Rs. 50 Crores: 10 marks Above Rs. 40 Crores up to Rs. 50 Crores: 7 marks Details of projects to be furnished by the bidder in a separate Annexure to be enclosed with this.	
(ii)	Experience in J&K (building works in last 10 years) <p style="text-align: center;">30 marks</p>	No of Projects (15 marks)	Total Value of the projects (15 marks)

		>10: 15 marks	Above Rs. 100 Crores: 15 marks
		6 – 10: 9 marks	Rs. 51 to Rs. 100 Crores: 9 marks
		2-5: 4 marks	Between Rs. 20-50 Crores: 4 marks
		Details of projects to be furnished by the bidder in a separate Annexure to be enclosed separately with this.	
C	FINANCIAL CAPABILITY	25 marks	
i)	Average Annual Financial turnover in last five financial Years. (2009-10 / 2010-11 / 2011-12 / 2012-13 / 2013-14) 10 marks	Between Rs.200 to Rs.250 Crores: 5 marks Rs. 251 to Rs. 500 Crores: 7.5 marks Above Rs. 500 Crores : 10 marks	IMPORTANT: <ul style="list-style-type: none"> • Audited financial results of all relevant years and summary to be submitted. • For the purposes of financial turnover, operative turnover given in the balance sheet shall be taken into account

ii)	Average Annual Profit (PBIDT) in last five financial years. (2009-10 / 2010-11 / 2011-12 / 2012-13 / 2013-14): 7 marks	Between Rs. 25 – Rs. 50 Crores: 3 marks Between Rs. 51 – Rs. 100 Crores: 5 marks Above Rs. 100 Crores: 7 marks IMPORTANT Audited financial results of all relevant years and summary to be submitted.
iii)	Average Net worth for the last five financial years (2009-10 / 2010-11 / 2011-12 / 2012-13 / 2013-14) : 3 marks	Above Rs. 100 Crores: 3 marks Between Rs. 50 – Rs. 100 Crores: 2 marks Between Rs. 10 – Rs. 49 Crores: 1 mark
iv)	Average MOU RATING OF THE PSU 5 marks	
	Average MOU Rating for the last five years (2008-09 / 2009-10 / 2010-11 / 2011-12 / 2012-13)	Excellent : 5 marks Very Good: 3 marks Good : 1 mark
D	APPROACH AND METHODOLOGY	20 marks
	Consultant Approach and Methodology to perform the Consultancy assignment/job based on the TOR	Mark to be allotted by Client's evaluation committee / team on the basis of presentation made by the PSU on the following parameters : i. Understanding of the Terms of Reference : 4 marks

		<p>ii. Technical approach and methodology : 4 marks</p> <p>iii. Work plan including PERT / CPM chart : 3 marks</p> <p>iv. Maintenance of quality : 4 marks</p> <p>v. Steps to be taken for timely completion of the project, Plan B or alternate methods to complete the project in any eventuality : 3 marks</p> <p>vi. Experience of working in J&K & experience in Sports Infrastructure facilities: 1 marks</p> <p>vii. Organization and staffing, including suitability of the Key personnel for the Project: 1 marks</p>
Total (A to D) : 100 Marks		

E	LITIGATION / ARBITRATION / DISPUTE CASES	MARKS (Marks in negative)
	No. of litigation / arbitration / dispute cases during the last ten years (from 2004-05 to 2014-15) in connection with construction works in which the verdict has gone against the PSU	Above 20 cases : - 5 marks Between 10 to 19 cases : - 3 marks Between 1 to 9 cases : - 1 mark
F	No. of projects executed during the last ten years (from 2004-05 to 2014-15) where time lines have been exceeded by more than 3 months	Above 20 cases : - 5 marks Between 10 to 19 cases : - 3 marks Between 1 to 9 cases : - 1 mark
G	No. of projects executed during the last ten years (from 2004-05 to 2014-15) where project costs have been exceeded	Above 20 cases : - 5 marks Between 10 to 19 cases : - 3 marks Between 1 to 9 cases : - 1 mark

Signature of Authorized Signatory.

Name of Authorized Signatory

PSU Stamp

Details about bidding PSU**ANNEXURE II**

S.No.	Particulars		
1.	Full name of the Bidder PSU (In capital letters)		
2.	Full address of the Bidder PSU		
3.	(A) Telephone No. (B) Fax No.		
4.	Names and details of the Authorized Signatory of this NIT (Address, contact telephone Number, Mobile number, FAX No., Email ID)		
5.	Has the bidder PSU been black listed by any organization. If so, attach the details of the same.		
6.	PAN :		
7.	TAN :		
8.	Service Tax registration No.:		
	No. of full time employees with the bidder PSU	Graduate Engineers	Supporting Staff (Technical)

Financial strength of the Organization for the last 5 years.			Turnover			Net Profit				
	09- 10	10- 11	11- 12	12- 13	13- 14	09- 10	10- 11	11- 12	12- 13	13- 14
							-	-	13	-
							11	12		14

9. It is hereby certified that(The bidding PSU herein) has never been black-listed by Central/ State governments/ PSUs.

10. It is hereby submitted that all the terms and conditions of this NIT are acceptable to the PSU/ State PSU.

I hereby certify that the above-mentioned particulars are true and correct.

Signature of Authorized Signatory.

Name of Authorized Signatory

PSU Stamp

Details of personnel

S. No.	Category	No. of persons
1.	Graduate Engineers - Civil - Electrical - Architect	
2.	Supporting Staff (Technical)	
Total		

Signature of Authorized Signatory.

Name of Authorized Signatory

PSU Stamp

Annexure IV

Details of Net work offices in J & K

S. No.	Location	No. of personnel		Details of Office Space	Details of Infrastructure
		Graduate Engineer	Supporting Staff (Technical)		

Signature of Authorized Signatory.

Name of Authorized Signatory

PSU Stamp

Details of works/Projects executed during last ten years (2005-06 to 2014-15)

S. No	Name of Client Department	Name of Project	Exact Location/ Site of the project	Approved cost of project	Date of commencement of project	Timeline fixed for completion	Actual date of completion	Final cost of project	Is there any dispute/legal case/Arbitration case pending in respect of the project.	Remarks

Signature of the Authorized Signatory

FINANCIAL BID

Annexure VI

Percentage (%) Agency charges quoted by the PSU in digits	Percentage (%) Agency charges quoted by the PSU in words
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Charges quoted should be excluding taxes, etc. Any other taxes, levies, etc., as applicable should be mentioned separately.

Signature of Authorized Signatory.

Name of Authorized Signatory

PSU Stamp

BID SECURITY (BANK GUARANTEE)

Annexure VII

WHEREAS _____ (name of bidder)
(hereinafter called "the bidder") has submitted his bid dated
_____ (date) for
_____(name of
contract) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we
_____ (name of bank) of
_____ (name of country) having our registered
office at _____ (hereinafter called "the Bank") are
bound unto _____ (name of employer)
(hereinafter called "the Employer" in the sum of _____ for
which payment well and truly to be made to the said Employer the bank
binds itself, his successors and assigns by these presents.

SEALED with the common seal of the said Bank this _____ day of
_____ 20_____ .

THE CONDITIONS of this obligations are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;
or

- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
- a. Fails or refuses to execute the Form of Agreement in accordance with the instruction to Bidders, if required; or
 - b. Fails or refuses to furnish the Performance security, in accordance with the instruction to bidders, or
 - c. Does not accept the correction of the Bid Price.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK
 _____ WITNESS
 _____ SEAL
 _____.

(Signature, name and address)

1. The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees.
2. 28 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

PERFORMANCE SECURITY

Annexure VIII

To: _____ (Name of Employer)
_____ (Address of Employer)

WHEREAS _____ (name and address of contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract _____ No. _____ date _____ to execute _____ (name of contract and brief description of works) (hereinafter called "the contract")

AND WHEREAS we have agreed to give the contractor 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 of _____ (amount of guarantee) _____ (in words) such sum being payable in the types and proportions of currencies in which the contract Price is payable, and 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 modification or the
terms of the contract or of the works to be performed thereunder or of 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.

This guarantee shall be valid until 28 days from the date of expiry of the
Defects Liability Period.

Signature and seal of the guarantor

Name of Bank _____ Address

Date _____

1. An amount shall be inserted by the Guarantor, representing the
percentage of the contract Price specified in the contract and
denominated in Indian Rupees.