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सत्यमेव जयते

No. 21-3/MYAS/RGKA/2015 (Part file)
Government of India
Ministry of Youth Affairs & Sports
Department of Sports
Mission Directorate – Sports Development

**NOTICE INVITING TENDER FOR SELECTION OF CPSU/STATE PSU FOR PMC
WORK RELATING TO DEVELOPMENT OF SPORTS INFRASTRUCTURE
FACILITIES IN JAMMU & KASHMIR**

Department of Sports under Ministry of Youth Affairs & Sports, Government of India, for and on behalf of President of India, invites proposals from Central/State PSUs for PMC work relating to development of sports infrastructure facilities in Jammu & Kashmir, as a turnkey job. The last date for receipt of bids will be 21 days from the date of publication of the Tender Notice. In case 21st day happens to be a holiday, the effective date would be the next working day. The technical bids will be opened on the same day at 1530 hrs. Notice Inviting Tender (NIT) document containing detailed terms & conditions relating to the proposal can be downloaded from the website www.yas.nic.in, www.eprocure.gov.in and www.tenders.gov.in.

Sd/-

(A.K. Singh)

Under Secretary to the Government of India

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सं0 21-3/ एमवाईएस/आरजीकेए/2015 (पार्ट फाइल)

भारत सरकार
युवा कार्यक्रम और खेल मंत्रालय
खेल विभाग
मिशन निदेशालय-खेल विकास

जम्मू कश्मीर में खेल अवसंरचना सुविधाओं के विकास के लिए पीएमसी कार्य के लिए
सीपीएसयू/पीएसयू के चयन के लिए टेंडर आमंत्रण सूचना

भारत के राष्ट्रपति जी की और से युवा कार्यक्रम और खेल मंत्रालय, भारत सरकार के अधीन खेल विभाग, जम्मू कश्मीर में खेल अवसंरचना सुविधाओं के विकास कार्य के लिए पीएमसी कार्य के लिए केन्द्रीय/राज्य पीएसयू से प्रस्ताव आमंत्रित करता है। बोली (बिड) की प्राप्ति टेंडर की सूचना के प्रकाशन की तिथि से 21 दिन में प्राप्त हो जानी चाहिए। अगर 21 वां दिन अवकाश का दिन हो तो अगला कार्य दिवस मान्य होगा। तकनीकी बिड उसी दिन सायं 15:30 बजे खोली जायेगी। इस प्रस्ताव से संबंधित टेंडर आमंत्रण की सूचना (एनआईटी) जिसमें इसके संबंधित नियम एवं शर्तें वेबसाइट www.yas.nic.in, www.eprocure.gov.in तथा www.tenders.gov.in से डाउनलोड किया जा सकता है।

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(अरुण कुमार सिंह)

अवर सचिव, भारत सरकार

टेली नं0- 011 24361823

ई-मेल आईडी: arunkumar.s@nic.in



सत्यमेव जयते

**GOVERNMENT OF INDIA
MINISTRY OF YOUTH AFFAIRS AND SPORTS
DEPARTMENT OF SPORTS**

**NOTICE INVITING TENDER (NIT) FOR SELECTION OF
CPSU/ STATE PSU FOR PMC WORK RELATING TO
DEVELOPMENT OF SPORTS INFRASTRUCTURE
FACILITIES IN JAMMU & KASHMIR**

Important Information Sheet

Event	Particulars
Date of publication of Notice Inviting Tenders (NIT)	16th December, 2016
Last date and time for seeking clarification	22nd December, 2016 at 1500 Hrs.
Date and Time for Pre bid Conference	23rd December, 2016 at 1100 Hrs.
Date of Issue of Clarification by Department of Sports, MYAS	28th December, 2016 at 1700 Hrs.
Last date and time for Bid submission	06th January, 2017 at 1500 Hrs.
Date & Time of Opening of Technical Bids	06th January, 2017 at 1530 Hrs.
Place of Submission of NIT	The Under Secretary (MD-SPORTS DEVELOPMENT) 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-SPORTS DEVELOPMENT) Department of Sports, Ministry of Youth Affairs & Sports, Government of India, Cafeteria Building, Pragati Vihar Hostel, CGO Complex, Lodhi Road, New Delhi-110003
Contact Phone Numbers	Tele No. 011-24361823 Fax: 011-24361820 E-Mail: arunkumar.s@nic.in

Government of India
Ministry of Youth Affairs & Sports
Department of Sports
Mission Directorate – Sports Development

NIT No. 21-3/MYAS/RGKA/2015 Part file dated 16th December, 2016

Notice Inviting Tender (NIT) for selection of CPSU/ State PSU for PMC work relating to development of sports infrastructure facilities in Jammu & Kashmir

I. Overview:

I.1 Definitions

- i. **“Employer”** means the Ministry of Youth Affairs & Sports, Department of Sports, Mission Directorate – Sports Development.
- 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 – Sports Development, 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 – Sports Development, Department of Sports, MYAS ;
- v. Submitting the final report to the Mission Directorate -Sports Development, 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 the following works

S. No.	Details of work to be executed	Estimated cost (Rs. in crore)
(i)	Lighting system in Artificial Football Ground at TRC Srinagar, J & K	1.34
(ii)	Lighting system in Gani Memorial Stadium, Srinagar, J & K	1.29
(iii)	Development of infrastructure for Water Sports activities at Pahalgam, J & K	3.00
(iv)	Development of Infrastructure for water sports activities at Mansar Lake	3.00
Total		8.63

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	No of Projects	Total Value of the projects
(i)	Experience in installing Lighting Systems in Stadia / Sports complexes and development of Water Sports infrastructure facilities during last seven years (between 2009-10 to 2015-16): (Project successfully completed)	3 Projects	Rs.10 crore
(ii)	Experience in the works carried out in 08 North Eastern and 03 Himalayan States (building works, roads/bridges and any other construction works in last 10 years-2009-10 to 2015-16)	2 projects	Rs. 5 crore
C	FINANCIAL CAPABILITY		
i)	Average Annual Financial turnover in last three financial Years. (2013-14 / 2014-15 / 2015-16)		Rs. 10 crore.
ii)	Average Annual Net Profit (after Tax) in last three financial years. (2013-14 / 2014-15 / 2015-16):		Rs. 2.5 crore
iii)	Average Net worth for the last three financial years (2013-14 / 2014-15 / 2015-16)		Rs. 5 crore

4. Clarifications on NIT Document:

4.1 The prospective PSU requiring any clarification on this document shall notify the MD-Sports Development 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 on 22nd December, 2016**. 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 23rd December, 2016** 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-Sports Development.

4.3 Any clarifications issued by MD-SPORTS DEVELOPMENT 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. Technical Details about the PSU and other relevant information in the formats prescribed at **Annexure I to V** including documents in support of the details provided therein. (Such information shall form the basis of technical evaluation).
- ii. Certificate of Incorporation / Registration.
- iii. Copy of aims and objectives of the PSU as indicated in the Memorandum of Association and Articles of Association of the PSU.
- iv. Copy of audited statement of account for the last three years (2013-14 to 2015-16).
- v. Copy of NIT & clarifications issued by MD-SPORTS DEVELOPMENT to this NIT, if any, as a mark of acceptance of all conditions of the NIT.
- vi. 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.
- vii. An undertaking that, the PSU has not been blacklisted by any Ministry/Department of Government of India.
- viii. 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 documents/ information/ data shall be accepted and evaluated. During evaluation, the employer may find some minor informality and/or irregularity and/or non-conformity in some tenders. The employer reserves the right to waive the same provided the same does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the employer will convey its observation on such 'minor' issues (as mentioned above) to the bidder by registered letter/speed post etc. asking the bidder to respond by a specified date also mentioning therein that, if the bidder does not confirm the employer view or does not respond at all by that specified date, its bid will be liable to be ignored. Depending on the outcome, such bids are to be ignored or considered further.
- (f) The details about relevant experience (Clause 3.B(i) and (ii), may be furnished in the prescribed formats only.

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, www.eprocure.gov.in or www.tenders.gov.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.20.00 lakh (Rupees Twenty lakh 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-SPORTS DEVELOPMENT, Department of Sports NIT No. 21-3/MYAS/RGKA/2015 Part File dated 16.12.2016 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-Sports Development, Department of Sports NIT No. 21-3/MYAS/RGKA/2015 Part File dated 16th December, 2016 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 1500 hrs on 06th January, 2017** and will also mention the name of the PSU with address and Stamp. The **MD - SPORTS DEVELOPMENT, 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 reason for rejection of the proposal. 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 the tender document in the prescribed form: bank draft / bankers cheque
- iii) Prescribed Earnest Money Deposit (EMD)
- iv) All documents as more specifically mentioned in Para 5.1 of this NIT
- v) Information in **Annexures I to V**. Technical bids not meeting this requirement or incomplete in any respect will not be considered.

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 excluded 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 **1500 Hrs** (Indian Standard Time) on **06th January, 2017**.

The proposal shall be addressed to:

**The Under Secretary (Sports Development)
Mission Directorate – Sports Development
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
E-mail ID: 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. Mission Directorate-Sports Development, 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 and **shall be returned unopened. MD-Sports Development, 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.**

9.8 **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 Mission Directorate-Sports Development, MYAS shall open the Technical Bids at **1530 hours on 06th January, 2017** 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 in the works carried out in difficult areas i.e. building works, roads/bridges and any other construction works etc.
- 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 define 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 Mission Directorate-Sports Development, 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 Mission Directorate - Sports Development, 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-Sports Development, 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 Mission Directorate-Sports Development, 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 Mission Directorate - Sports Development, 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 Mission Directorate-Sports Development, 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 Mission Directorate-Sports Development, 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 Mission Directorate-Sports Development, 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 Mission Directorate-Sports Development, 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 Mission Directorate-Sports Development, 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 Mission Directorate-Sports Development, 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 Mission Directorate-Sports Development, 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 Mission Directorate-Sports Development 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 Mission Directorate-Sports Development 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 Mission Directorate-Sports Development, 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 Mission Directorate-Sports Development, MYAS's action.

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 100 Engineers: 7 marks • Between 75 to 100 Engineers: 5 marks • Between 50 to 74 Engineers: 3 marks • Below 50 Engineers: 0 mark
	<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 10 Engineers: 5 marks • Between 7 to 10 Engineers: 3 marks • Between 5 - 6 Engineers: 1 mark • Below 5 Engineers: 0 mark
	<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 5 Architects: 3 marks • Between 3 to 5 Architects: 2 marks • Below 3 Architects: 0 mark

B	RELEVANT EXPERIENCE	40 marks	
(i)	<p>Experience in installing Lighting Systems in Stadia / Sports complexes and development of Water Sports infrastructure facilities during last seven years (between 2009-10 to 2015-16): (Project successfully completed)</p> <p>20 marks</p>	<p>Number of Projects (10 Marks)</p>	<p>Total Value of the projects (10 marks)</p>
		<p>More than 10: 10 marks</p>	<p>Above Rs. 50 crore: 10 marks</p>
		<p>Between 7 – 10: 5 marks</p>	<p>Between Rs. 26 to 50 crore: 5 marks</p>
		<p>Between 3 - 6: 3 marks</p>	<p>Between Rs. 10 to 25 crore: 3 marks</p>
		<p>less than 3: 0 Marks</p>	<p>Below Rs. 10 crore: 0 mark</p>
		<p>Details of projects to be furnished by the bidder in a separate Annexure IV to be enclosed with this.</p>	
(ii)	<p>Experience in the works carried out in difficult areas (building works, roads/bridges and any other construction works in last 07 years- (2006-07 to 2015-16)</p> <p>20 marks</p>	<p>No of Projects (10 marks)</p>	<p>Total Value of the projects (10 marks)</p>
		<p>More than 10: 10 marks</p>	<p>Above Rs. 25 crore: 10 marks</p>
		<p>Between 6 -- 10: 5 marks</p>	<p>Between Rs. 16 to 25 crore: 5 marks</p>
		<p>Between 2-5: 3 marks</p>	<p>Between Rs. 5 to 15 crore: 3 marks</p>
		<p>less than 3: 0 Marks</p>	<p>Below Rs. 5 crore: 0 mark</p>
		<p>Details of projects to be furnished by the bidder in a separate Annexure V to be enclosed separately with this.</p>	

C	FINANCIAL CAPABILITY	20 marks
i)	Average Annual Financial turnover in last three financial Years.(2013-14/2014-15/2015-16) 10 marks	Above Rs. 30 crore : 10 marks Between Rs. 21 to 30 crore: 7.5 marks Between Rs. 10 to 20 crore: 5 marks Below Rs. 10 crore: 0 mark
ii)	Average Annual Profit (PBIDT) in last three financial years. (2013-14/2014-15/2015-16) 7 marks	Above Rs. 10 crore: 7 marks Between Rs. 6 – 10 crore: 5 marks Between Rs. 2.5- 5.00 crore: 3 marks Below Rs. 2.5 crore: 0 mark
iii)	Average Net worth for the three financial years (2013-14/2014-15/2015-16) : 3 marks	Above Rs. 25 crore: 3 marks Between Rs. 16 – 24 crore: 2 marks Between Rs. 5 – 15 crore: 1 mark Below Rs. 5 crore: 0 mark

D	APPROACH AND METHODOLOGY	25 marks
	Consultant Approach and Methodology to perform the Consultancy assignment/job based on the TOR	<p>Mark to be allotted by Client's evaluation committee / team on the basis of presentation made by the PSU on the following parameters :</p> <p>i. Understanding of the Terms of Reference : 5 marks</p> <p>ii. Technical approach and methodology : 5 marks</p> <p>iii. Work plan including PERT / CPM chart : 4 marks</p> <p>iv. Maintenance of quality : 5 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 : 4 marks</p> <p>vi. Experience in the works carried out in difficult areas i.e. building works, roads/bridges and any other construction works in last 10 years- 2005-06 to 2014-15: 1 mark</p> <p>vii. Organization and staffing, including suitability of the Key personnel for the Project: 1 mark</p>
Total (A to D) : 100 Marks		

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 3 years.	Turnover			PBDIT			
	13-14	14-15	15-16	13-14	14-15	15-16	

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

Percentage (%) Agency charges quoted by the PSU in digits	Percentage (%) Agency charges quoted by the PSU in words

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 there under 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 _____

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