Government eProcurement System

eProcurement System Government of India

Tender Details

Date : 14-Sep-2026 03:24 PM

Print

Basic Details

Organisation Chain	Sports Authority of India||Head Office - SAI		
Tender Reference Number	SAI/SPMSPC/HB/PMC/2026-27/01		
Tender ID	2026_SAI_926079_1	**Withdrawal Allowed**	Yes
Tender Type	Open Tender	**Form of contract**	Percentage
Tender Category	Services	**No. of Covers**	2
General Technical Evaluation Allowed	No	**ItemWise Technical Evaluation Allowed**	No
Payment Mode	Offline	**Is Multi Currency Allowed For BOQ**	No
Is Multi Currency Allowed For Fee	No	**Allow Two Stage Bidding**	No

Payment Instruments

Offline

S.No	Instrument Type
1	Demand Draft
2	R-T-G-S
3	FDR
4	NEFT
5	Bank Guarantee

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Tender Document
2	Finance	.xls	BoQ

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	**Fee Payable At**	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	2,10,000	**EMD Exemption Allowed**	Yes
EMD Fee Type	fixed	**EMD Percentage**	NA
EMD Payable To	Secretary, SAI	**EMD Payable At**	SAI HO, New Delhi

Click to view modification history

Work /Item(s)

Title	Appointment of PMC				
Work Description	Appointment of PMC for Planning, Design and Construction under conventional EPC mode of Contract for Construction of 180 Bedded Boys and Girls Hostel Block with Common Canteen at Shyama Prasad Mookherjee Swimming Pool Complex, New Delhi				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	1	**Product Category**	Consultancy	**Sub category**	NA
Contract Type	Tender	**Bid Validity(Days)**	180	**Period Of Work(Days)**	NA
Location	New Delhi	**Pincode**	110001	**Pre Bid Meeting Place**	Online - Link provided in RFP
Pre Bid Meeting Address	Online Mode	**Pre Bid Meeting Date**	18-Sep-2026 11:30 AM	**Bid Opening Place**	SAI HO
Should Allow NDA Tender	No	**Allow Preferential Bidder**	No		
Tenderer Class	As per Tender Document				

Critical Dates

Publish Date	14-Sep-2026 03:24 PM	**Bid Opening Date**	06-Oct-2026 03:00 PM
Document Download / Sale Start Date	14-Sep-2026 06:00 PM	**Document Download / Sale End Date**	05-Oct-2026 03:00 PM
Clarification Start Date	14-Sep-2026 06:00 PM	**Clarification End Date**	17-Sep-2026 06:00 PM
Bid Submission Start Date	21-Sep-2026 03:00 PM	**Bid Submission End Date**	05-Oct-2026 03:00 PM

Tender Documents

NIT Document

S.No	Document Name	Description	Document Size (in KB)
1	Tendernotice_1.pdf	Tender Document	2615.00

Work Item Documents

S.No	Document Type	Document Name	Description	Document Size (in KB)
1	Tender Documents	Tendernotice.pdf	Tender Notice	2615.00
2	BOQ	BOQ_973184.xls	BoQ	290.00

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	meeta.bhardwaj@gov.in	Meeta Bhardwaj	MEETA BHARDWAJ
2.	kailashmeena.sai@gov.in	Kailash Chand Meena	kailash chand meena
3.	dilipkumarsinghsai@gmail.com	DILIPKUMAR SINGH	DILIP KUMAR SINGH

GeMARPTS Details

GeMARPTS ID	33WXVD23U4SS
Description	Appointment of Project Management Consultancy (PMC) for Planning, Design and Construction under conventional/EPC mode of Contract for Construction of 180 Bedded Boys and Girls Hostel Block with Common Canteen at Shyama Prasad Mookherjee Swimming Pool
Report Initiated On	14-Sep-2026
Valid Until	14-Oct-2026

Tender Properties

Auto Tendering Process allowed	No	**Show Technical bid status**	Yes
Show Finance bid status	Yes	**Stage to disclose Bid Details in Public Domain**	Technical Bid Opening
BoQ Comparative Chart model	Normal	**BoQ Compartive chart decimal places**	2
BoQ Comparative Chart Rank Type	L	**Form Based BoQ**	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	Director
Address	Engineering division, SAI HO New Delhi

Tender Creator Details

Created By	Kailash Chand Meena
Designation	Assistan Director

Created Date	14-Sep-2026 02:57 PM

Tender Document
For

Appointment of PMC (CPSU) for Planning, Design and Construction under conventional/EPC mode of Contract for Construction of 180 Bedded Boys and Girls Hostel Block with Common Canteen at Shyama Prasad Mookherjee Swimming Pool Complex, New Delhi.

Tender Reference Number: SAI/SPMSPC/HB/PMC/2026-27/01

Date of Publication: 14-09-2026

Last Date of Submission: 05-10-2026

Sports Authority of India (SAI)
Gate No 10, JN Stadium New Delhi 110003

CONTENT

DISCLAIMER

1. The information contained in this Request for Proposals document ("RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and any other terms & conditions subject to which such information is provided.
2. This RFP is not an agreement or an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project Management Consultancy (PMC). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder 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 RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
4. The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
5. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Authority 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 RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the PMC and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
6. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.

1. NOTICE INVITING TENDER

Sports Authority of India, (hereafter referred as "SAI") an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from CPSU/State PSUs/eligible as per GFR 2017 under section 133 (3) notified by the Ministry of Housing and Urban Affairs (MoHUA) having sufficient experience and credentials to associate with SAI as Project Management Consultancy for Planning, Design and Construction under conventional/EPC mode of Contract for **Construction of 180 Bedded Boys and Girls Hostel Block with Common Canteen at Shyama Prasad Mookherjee Swimming Pool Complex, New Delhi** in accordance with the terms of reference ("Terms of Reference" or "TOR").

2. BID SCHEDULE & DATA SHEET

S.N.	***Particular***	***Details***
1.	*Name of the Work*	*Appointment of Project Management Consultancy (PMC) for Planning, Design and Construction under conventional/EPC mode of Contract for* ***Construction of 180 Bedded Boys and Girls Hostel Block with Common Canteen at Shyama Prasad Mookherjee Swimming Pool Complex, New Delhi***
2.	*Estimated cost of the Project*	***Rs*** **23,19,20,728.69**
3.	*Estimated cost of the PMC*	***Rs 69,58,000***
4.	*Estimated period for completion of services*	*PMC shall be responsible for:* *Development of project within* **15 Months***.* *In addition***, 12 Months** *of defect liability period post Hand Over of* ***Construction of 180 Bedded Boys and Girls Hostel Block with Common Canteen at Shyama Prasad Mookherjee Swimming Pool Complex, New Delhi****.* *Note: PMC role is envisaged for complete Project Development as representative of Authority.*
5.	Date of Publication	*14-09-2026*
6.	Starting date of downloading the bid document	*14-09-2026 at 6:00 PM*
7.	Last date & time for submission of queries towards Pre-Bid Conference	*17-09-2026 till 6:00 PM*
8.	Virtual Pre-Bid conference	*18-09-2026 at 11:30 AM*

S.N.	Particular	Details
		Google Meet joining link: https://meet.google.com/byq-owyg-emf
9.	Commencement date & time for Bid submission	*21-09-2026 at 3:00 PM*
10.	Ending date and time for Bid submission	*05-10-2026 at 3:00 PM*
11.	Period for Bid Validity	*180 Days*
12.	Mode of Submission	*Online through CPP Portal*
13.	Date and Time for Opening of Technical Bid	*05-10-2026 at 3:00 PM*
14.	Date and Time for Opening of Financial Bids	Shall be notified later
15.	*Mode of tendering*	*Single stage two separate packet*
16.	*Consortium/Joint Venture*	*Not allowed*
17.	*RFP document Fee*	*NIL*
18.	*Bid Security*	*Rs 2,10,000/-*
19.	*Bank Account Details of the Authority*	**Secretary SAI,** **Union Bank of India** **Account No: 108510100032325,** **IFSC No. UBIN0810851**
20.	*Authority's Representative for this RFP purpose & Address for Correspondence*	*Director, Engineering Division, SAI* *Email: infra-sai@gov.in*
21.	*Performance Security*	*5% of the accepted Contract Value*
22.	*Submission of Performance Security*	*Within 14 days of issue of Letter of Award (LOA)*
23.	*Signing of Agreement*	*Shall be notified later*

3. INSTRUCTIONS TO BIDDERS

3.1. The Bidders can download this RFP from following website: Sports Authority of India website: **(http://sportsauthorityofindia.nic.in)** & CPP Portal website: **(http://eprocure.gov.in/eprocure/app)**. Subsequently, the bid must be prepared and submitted through online mode only according to the Bid Schedule specified in Clause 2 of this RFP.

3.2. Definitions and Abbreviations:
The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

3.2.1. "Procuring entity", "Authority" means the organisation purchasing services as incorporated in this document i.e., Sports Authority of India (SAI).

3.2.2. “Bid” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer to offer services in accordance with the terms and conditions set out in this RFP;

3.2.3. “Agency”, “Firm”, “Company”, “Bidder”, “Consultant”, “Service Provider” means any CPSU/State PSUs/ any other Central/ State Government organisation /PSU notified by the Ministry of Housing and Urban Affairs (MoHUA) who submit their proposals for providing Services in accordance with this RFP.

3.2.4. “Services” means services as mentioned in this document and other such obligations of the supplier covered under the contract.

3.2.5. Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities and tasks to be performed.

3.2.6. “Letter of Award” or “LOA” means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.

3.2.7. “MoU” means Memorandum of Understanding i.e., the written agreement entered between the procuring entity and the Project Management Consultancy, together with all the documents mentioned therein and including all attachments, annexure etc., therein.

3.2.8. “Party” means the Client or the Bidder, as the case may be, and “Parties” means both of them.

3.2.9. ”RFP” means this Request for Proposal issued by Sports Authority of India for the purpose as mentioned in this document.

3.2.10. “Performance Security” means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as interest free Security Deposit.

3.3. Bidders participating in e-Tenders for the first time on the e-Tendering portal must complete the Online Registration Process on the e-Tendering portal, as mentioned in Annexure X. This section also provides guidelines for bid submission.

4. LANGUAGE OF BID

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and SAI, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided that the same is accompanied by an English translation and, however, for all the purposes of interpretation of the Bid, the English translation shall prevail.

5. DOCUMENTS TO BE SUBMITTED

All the documents must be uploaded online as per the instruction for online bid submission detailed in this RFP document as specified in Annexure II - "Documents to be Submitted."

6. ELIGIBILITY CRITERIA

6.1. Each Bidder should qualify against all the pre-qualification/eligibility criteria as detailed in Clause 1 of Annexure III- Eligibility & Evaluation Criteria.

6.2. Bids from Bidders, who do not meet the required Qualification/Eligibility Criteria mentioned in this RFP shall be treated as non – responsive and their respective bid shalll not be considered further.

7. RFP PROCESS

7.1. RFP issued by SAI constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria asper Clause6 above) to be PMC (after evaluation of eligible bidders), subject to the terms of this RFP, Tender Documents and the Service Agreement.

7.2. This RFP is merely than a request for proposal, and it does not and is not intended to constitute a contract or a grant of any rights or licenses, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by SAI of the Bidder's Bid and the execution of the Service Agreement by both SAI and the Bidder/Service Provider.

7.3. This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and SAI reserves the right to withdraw the RFP and/ or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid.

7.4. Memorandum of Understanding (MOU): The MOU between PMC and SAI will be executed as per the Annexure 'XIII' of this RFP.

7.5. The term of association shall be for **15 Months.** from the date of execution of MoU followed by **12 Months** of Defect liability period, (excluding the interim period between submission of DPR to award of work) or until completion of all contractual obligations as per RFP whichever is later. SAI reserves the right to renew/extend the contract in writing for a further period at the same price.

8. BID VALIDITY

8.1. The Bid shall remain valid for acceptance for a period for a180 days (One Hundred Eighty days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same.

8.2. In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.

8.3. In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended for next working day.

9. BID PRICES

9.1. The Bidder providing services shall quote their service charge as Percentage (%) inclusive of all taxes of estimated cost.

9.2. The Bidder shall indicate in the Price Schedule (provided on CPP Portal) by indicating all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required.

9.3. If any firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and shall not be considered.

10. BID SECURITY /EARNEST MONEY DEPOSIT

10.1. The bidder shall furnish Bid Security for an amount as shown in the Clause 2 (Bid Schedule & Data Sheet) of the bid document. The Bid Security is required to protect the Procuring entity against the risk of the bidder's unwarranted conduct. Non-submission of Bid Security will be considered as major deviation and bid will not be considered.

10.2. In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.

10.3. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid.

10.4. The Bid Security shall be furnished in one of the following forms:

a) Account Payee Demand Draft
b) Fixed Deposit Receipt
c) Banker's cheque / Pay Order
d) Bank Guarantee (including e-PBG) from any of the commercial banks (as per the format at Annexure V),
e) NEFT transfer to "Secretary SAI, Union Bank of India Account No: 108510100032325, IFSC No. UBIN0810851. (Bidder has to upload challan/proof along with Bid on CPP Portal).
f) Valid Insurance Surety Bonds

10.5. The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee (including e-PBG) shall be drawn on any Commercial Bank in India, in favour of the "SECRETARY, SPORTS AUTHORITY OF INDIA", payable at NEW DELHI. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under Annexure V of the Bid Document.

10.6. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid.

10.7. Earnest Money is required to protect the Procuring entity against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Procuring entity. The successful bidder's earnest money will be forfeited without prejudice to other rights of Procuring entity if it fails to furnish the required performance security within the specified period.

10.8. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Procuring entity. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.

10.9. 'Bid securities of the unsuccessful bidders shall be returned to them before expiry of the final bid validity and latest on or before the 30th day after the award of the contract'. Bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e., technical evaluation etc.

11. BIDDERS QUERIES AND RESPONSES THERETO

11.1. All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person on the email id: infra-sai@gov.in. The queries should necessarily be submitted on or before scheduled date and time mentioned in the following format:

To, Sports Authority of India

<table>
<tr><td colspan="4">BIDDER'S REQUEST FOR CLARIFICATION</td></tr>
<tr><td colspan="2" rowspan="3">Name of Organization submitting request</td><td rowspan="3">Name & position of person submitting request</td><td>Full formal address of the organization including phone and email points of contact.</td></tr>
<tr><td>Tel:</td></tr>
<tr><td>Email:</td></tr>
<tr><td>Sl. No.</td><td>Bidding Document Reference(s) (Clause number/page)</td><td>Content of RFP requiring clarification</td><td>Points of Clarification required.</td></tr>
<tr><td>1</td><td></td><td></td><td></td></tr>
<tr><td>2</td><td></td><td></td><td></td></tr>
</table>

11.2. A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with SAI in writing. SAI will respond in writing to such request in pre-bid conference as per the bid schedule. All enquiries should be sent to the SAI through specified e-mail only. SAI shall not be responsible for ensuring that Bidder's enquiries have been received by them. SAI will endeavour to provide a complete, accurate, and timely response to all questions from the Bidders. However, SAI makes no representation or warranty regarding the completeness or accuracy of any response, nor does SAI undertake to answer all queries posed by the bidders. All responses from SAI will be distributed/mailed to all bidders or posted on the online portal/website. Bidders should regularly visit the portal for any updates or corrigendum.

11.3. SAI shall host a Pre-Bid Conference (Hybrid/virtual), scheduled as per the details in the Bid Schedule. The representatives of the interested Bidders may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder's queries, together with proposed solutions. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during said pre-bid conference. The link shall be provided to the Bidders one hour prior to the scheduled meet.

11.4. Within reasonable time period from the Pre-Bid Conference, SAI will issue responses to all of the bidders' written queries, together with any other revised documents (if required).

11.5. Amendments to Bidding Documents:

i. At any point of time, prior to the deadline for submission of Bids, SAI may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids.
ii. Such an amendment will be uploaded on SAI website: sportsauthorityofindia.nic.in, and CPP portal of Government of India www.eprocure.gov.in. Bidders are, therefore, advised to refer to SAI website and CPP portal before submitting bids.

12. SUBMISSION OF BIDS

12.1. Bids to be submitted online as per instructions in Annexure IV of the RFP.

12.2. SAI will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.

12.3. In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time on the next working day.

12.4. Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided that they have their Letters of Authority from the corresponding Bidders acknowledgement letter of bid submission at CPP website: http://eprocure.gov.in/eprocure/app.

12.5. The Technical Bid shall be opened at the prescribed time and date as indicated in RFP Bid schedule. During the Technical Bid opening, the Bid opening official(s) shall read the Salient Features of the Bids i.e. brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).

12.6. Financial bids of the technically qualified Bidders shall be opened online at the date, time and as intimated later on CPP e-procurement website https://eprocure.gov.in/eprocure/app The authorized signatories/ representatives of such Bidders who wish to attend the financial bid opening may please do so by showing their bid acknowledgement slip.

12.7. Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid schedule mentioned in Clause 2 of the RFP shall not be considered.

12.8. The Bidders are required to upload the documents as per Documents to be submitted in Clause 05 & Annexure II of this RFP.

12.9. Bidders shall submit 'Online Bid' only in PDF/Scanned copy. Hard Copy of Bid documents will not be accepted.

12.10. The Bids submitted must be legible in all the respect and shall be without any overwriting, interlineations, corrections, double typing, etc.

12.11. Bidder must ensure that the soft copies of the Technical Bid should not contain any Commercial items /prices.

13. SCRUTINY OF BIDS

The Procuring entity/SAI shall examine the Bids to determine whether they are complete, in all the respect i.e., the documents have been properly signed, stamped and whether the Bids are generally in order. Procuring entity will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.

13.1. Rejection of Technical Bids - In addition to any other reasons stipulated in this RFP, technical Bids may be rejected under any of the following circumstances

i. Incomplete bids / conditional bid as indicated in the Bid-related documents, addendum (if any) and any subsequent information given to the Bidder;
ii. Information that is found to be incorrect/misleading at any stage of tendering process or during the same
iii. Inclusion of Financial/Price Bid details in a technical Bid, or technical Bids that reveal quotations, in any form; and
iv. Non-fulfilment of the eligibility criteria or minimum required score in evaluation criteria set out in this RFP, by the Bidder.
v. Any Bid that does not comply with the conditions laid down by SAI.
vi. Bids which do not confirm unconditional validity of the bid for 180 days from date of opening of Bid.
vii. Any other reasons deemed fit by SAI.

13.2. Rejection of Financial/Price Bids -In addition to any other reasons stipulated in this RFP, financial/price Bids may be rejected under any of the following circumstances:

i. Incomplete Bids that do not set out the Service Fee for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder.
ii. Financial/Price Bids made through Tele fax/Telegraphic/Fax/E-mail/by post.
iii. Bids which do not conform to SAI bid format.
iv. Bids in respect to which the bidder does not accept SAI rectification of clerical/arithmetic discrepancies in the financial/price bid, if any.

v. Any Financial/Price Bid that does not comply with the conditions laid down by SAI.

13.3. Other Reasons for Rejection of Bid-In addition to any other reasons stipulated in this RFP, Bids may be rejected under any of the following circumstances:

i. Bids in which the Bidder seeks to influence the SAI bid evaluation, bid comparison or contract award decisions.
ii. In view of two bid systems, SAI may first open technical bids. If the same is not complete and lacking with respect to any requirement(s), the same would be rejected straightaway & without opening the Financial/Price bid.

13.4. Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, the Procuring entity finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the Procuring entity may reject or may convey its observation on such 'minor' issues to the bidder by registered / speed post etc. asking the bidder to response by a specified date. If the bidder fails toreply by the said specified date or gives evasive reply without clarifying the point as indicated and in issue, in the clear & categorical terms, that tender shall be liable to be ignored.

13.5. Discrepancies in Prices

13.5.1. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures shall be entertained after the submission of the Bid.
13.5.2. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total stand corrected accordingly
13.5.3. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
13.5.4. If, as per the judgment of the Procuring entity, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the Procuring entity, the tender shall liable to be ignored.
13.5.5. Arithmetical errors in the proposals shall be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall prevail. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall prevail.

14. EVALUATION CRITERIA

14.1. The Bids will be evaluated based on the QCBS method and the evaluation criteria as mentioned in Clause 2 of Annexure III- Eligibility & Evaluation Criteria.

14.2. Overall weightage of 30% for Financial Bid and 70% weightage for Technical Bid shall be considered while calculating final score.

14.3. The Bid of the Bidder who gets the highest marks shall get the maximum weightage in Technical Evaluation, i.e., 100 marks and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.
14.4. A Bidder must get a minimum of 70 marks (out of 100 marks) in the Technical Evaluation to proceed to opening of Financial/Price bid. The price bids of bidders scoring the minimum required marks of 70 in the Technical Evaluation Criteria will only be opened.
14.5. The Bid of the Bidder who submits the lowest Financial/Price bid shall get the maximum weightage (100 marks) and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.

14.6. The Bid of the Bidder, who obtains the highest total score (Ts) across the technical bid and the Financial/Price bid, will be rated as the 'Best Bid' and will be declared as the successful Bidder. Ts will be calculated as defined below:

$$Ts = (Sf_{low} / Sf) * 30 + (St/S_{high}) * 70$$

Where,

- Sf: Evaluated/Quoted Bid Price
- Sf_{low}: The lowest of all Evaluated Bid Prices among responsive Bids
- St: The total Technical Score awarded to the Bid
- St_{high}: The Technical Score achieved by the Bid that was scored best among all responsive Bids

14.7. In the event that one or more Bidders have the same Ts value, and the same being the highest i.e., H1, then the bid from the bidder selected as H1 will be rated as the 'Best Bid'

14.8. Supporting documents for bid evaluation shall also be verified during presentation. The bidders are advised to make their presentation strictly according to the evaluation criteria based on the credentials submitted above.

14.9. In case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, SAI reserves the right to waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI.

15. DECLARATION OF SUCCESSFUL BIDDER

15.1. Prior to the expiration of the validity period for the Bid, SAI notify the successful Bidder in writing by Notification of Award that its Bid has been accepted. SAI will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and SAI shall discuss and enter into a mutually agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Bidder and shall not have terms and conditions more onerous on the Service Provider than those contained in the RFP.

15.2. The failure of SAI and the successful Bidder to agree to the terms and conditions of the Service Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals.

15.3. Upon the successful signing of the Service Agreement by the Bidder and SAI, and the Service Provider furnishing the Performance Security, SAI will promptly notify the name of the winning Bidder to each unsuccessful Bidder and refund their respective Earnest Money Deposits with in stipulated period

15.4. Term of the Service Agreement: The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.

16. PERFORMANCE SECURITY

16.1. In order to ensure due performance of the awarded contract, the Successful Bidder shall, within 14 (fourteen) days of entering into the Service Agreement with SAI, furnish an irrevocable bank guarantee for an amount of 5% of the accepted value of the contract ("Performance Security") failing which an amount of 0.1% penalty per week of the contracted amount will be levied on the Bidder. Penalty is for specified period not exceeding further three week and in case failure continues, necessary action may be initiated against the default as deemed fit by the Competent Authority of SAI. The decision taken by SAI in this regard will be final and binding on the PMC.

16.2. The Performance Security in the form of Bank Guarantee (including e-bank guarantee) or other valid formats like Fixed Deposit/Demand Draft/ NEFT Transfer shall be drawn from any Commercial Bank drawn in the favour of below account details, payable at New Delhi and is to be deposited in the office at *Engineering Division, Sports Authority of India (SAI) Gate No 10, JN Stadium New Delhi 110003* and/or intimated to the office through mail.

Secretary SAI
Union Bank of India
Account No: 108510100032325,
IFSC No. UBIN0810851.

The format for performance security of submitted in form Bank guarantee is attached at Annexure XII.

16.3. The Performance Security shall be valid for a period of 180 (one hundred and eighty) days from the date of expiry of all contractual obligations. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by SAI. It may require revalidation from time to time as the case may be.

16.4. All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Service Provider. No interest will be payable on the Performance Security by SAI.

16.5. In the event of any failure/any breach or violation on the part of the Service Provider, which is not cured within reasonable time from receiving a written notice of such failure from SAI, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by SAI.

17. SCOPE OF WORK &TIMELINES OF THE PROJECT

17.1. SAI intends to implement the project in single phase. The tentative scope of work is mentioned in Annexure I. The, exact timeline will be discussed and finalized during contract signing.

17.2. The term of association shall be for **15 Months** from the date of execution of MoU followed by **12 Months** Defect liability period, (excluding the interim period between submission of DPR and implementation of project) or until completion of all contractual obligations as per RFP whichever is later. SAI reserves the right to renew/extend the contract in writing for further period at the same price (monthly rates for implementation support finalised in the tender). The resources with proper qualifications as required by SAI should be deployed within 30 days from the date of notification of award. If extension is needed in deployment of an employee, it should be properly informed to SAI authorities in advance.

18. MANPOWER REQUIREMENT

18.1. Bidder shall provide required number of skilled personnel each responsible for a specific role within the system as defined in Annexure I, Bidder must provide clear definition of the role and responsibility of each individual personnel as part of its proposal.

18.2. Bidder shall have a defined hierarchy and reporting structure for various teams that shall be part of the project.

18.3. The Annexure I lists the minimum number and credentials of the key resources required for the successful implementation of the project. However, the Bidder shall account for any additional resources to be positioned for successful and timely completion of the project.

18.4. SAI reserves the right to interview all the proposed resources before accepting deployment in the project.

18.5. Bidder shall use commercially reasonable efforts to ensure it retains the services of its Key resources, including provisioning of competitive compensation, benefits and other conditions to its Resources to incentivize them to remain in Bidder's employment.

18.6. Bidder shall not make any changes to the composition of the Key resources and not require or request any member of the Key resource to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from SAI that would have the same effect):

- Unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
- Without SAI's prior written consent.

18.7. In case the resource has resigned then the bidder must inform within one week of such resignation.

18.8. Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key resource is not vacant for any longer than 10 days, subject to reasonable extensions requested by Bidder to SAI.

18.9. Before assigning any replacement member of the Key Resources to the provision of the Services, Bidder shall provide SAI with:

- Curriculum vitae and any other information about the candidate that is reasonably requested by SAI; and
- An opportunity to interview the candidate.

18.10. The bidder must provide replacement resource who score at least the same marks as the resource proposed originally on the same evaluation parameters defined in this Term of Reference document.

18.11. If SAI objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative resource.

18.12. The bidder must ensure at least 4 weeks overlap period for knowledge transfer in such replacements.

18.13. During the implementation of the project, there will be a fortnightly review /regarding the progress of the project during which all the resources should be present.

18.14. The bidder will be responsible to provide resources with laptops enabled with required tools related to work and development environment for completing this engagement.

18.15. The Bidder will immediately provide for replacement of resources in the event if SAI is not satisfied with the resource.

19. TERMS OF PAYMENT

19.1. The payment shall be released as per the terms indicated in the Draft MoU at **Annexure XIII**, and the same is reproduced as below:

a. 'Procuring Entity' shall accord Administrative Approval (A/A) and Expenditure Sanction (E/S) to preliminary estimate submitted by 'Project Management Consultant' and release the initial deposit 10% of the estimate amount to 'Project Management Consultant' if the estimate cost is up to **Rs 23.20 (approx.)**. If the estimate cost of the work exceeds **Rs 23.20 (approx.)** the initial deposit may be Rs. **Rs 2.32 (approx.)** + 5% of the estimated cost beyond **Rs 23.20 (approx.).** The initial deposit shall be deposited soon after accord of A/A & E/S. The subsequent fund demands should be released as per the requirement projected in form 65 CPWD manual along with Utilization certificate (GFR 12C), Progress report and latest photographs of the project. The deposit of 2.5% of the tender cost shall be retained by 'Procuring Entity' and will be released against submission of final bills.

b. The fund subsequent to Initial Deposits shall be released by 'Procuring Entity' to 'Project Management Consultant' within 4 (four) weeks of submission of request by 'Project Management Consultant' along with all documents as described in point 1, above. As per the monitoring of physical and financial progress indicators, ‘Procuring Entity’ will take necessary steps for recoupment of the monthly expenditure incurred. Advance recoupment up to 10 % of tender value can be claimed by the PMC with every fund demand.

c. If any fund requirement is specifically made by ‘Project Management Consultant’ after the work has been assigned to ‘Project Management Consultant’ for undertaking pre-construction activities related to the Project Execution etc., the same shall be released by ‘Procuring Entity’ within 2 (two) weeks of such specific demand provided the amount is within ceiling limit of Rs 25 lakhs (twenty-five) lakhs. The amount so released to ‘Project Management Consultant’ shall be adjusted from, Initial Deposit amount.

d. ‘Project Management Consultant’ shall intimate ‘Procuring Entity’ about any excess expenditure likely to be incurred over and above the approved Projected Cost, as soon as it comes to the knowledge along with reasons for such deviations including but not limited to extra items, substituted items, new items etc. and justifications thereof for necessary approvals from ‘Procuring Entity’ before continuing/ incurring the extra/ additional expenditure.

e. The ‘Project Management Consultant’ shall be responsible for certifying and making payment of Bills of the Contractors/ Agencies engaged by them and make available Final Statement of Accounts in Standard Format to ‘Procuring Entity’ & also provide copies of Final Bills for all Contract Packages and other expenditure incurred related to Project Construction after the Completion of the Work. In addition, should ‘Procuring Entity’ ask for any other details from ‘Project Management Consultant’ regarding Utilization of Fund at any stage, Detailed Estimates, Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by ‘Project Management Consultant’ readily.

f. No other Tax, Cess and Levy, except GST as applicable, shall be paid to the PMC over their Service Charges/ consultancy fees. Recoveries for Income Tax, Education Cess or any other taxes as per prevailing statutory requirements shall be made from the payments of Service Charges made periodically to the PMC. However, if any new tax structure is introduced by Govt. after the last date of submission of bid for RFP, it shall be reimbursed/ deducted accordingly.

19.2. In the event SAI proposes any changes/clarifications/improvement in DPR, the same shall be done at no additional cost to SAI.

19.3. Time and quality shall be the essence of the contract.

19.4. Payment for the work executed beyond stipulated period of completion and if such delay is attributable to PMC will attract penalty as per clause 21. In no circumstance, any payment beyond contractual obligations carrying no approval from SAI will be made to the service provider.

19.5. Service Provider should furnish details of the location from where they are going to raise their Bills / Invoices to SAI.

19.6. Payment to PMC shall be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at source) as per the current Income-Tax Act and /or any other Govt. Orders / rules. The service provider shall be liable for taxes such as GST or any other applicable tax.

19.7. SAI will pay the amount as per the fund demand raised in form of Form-65 along with Utilization certificate- 12 C (as per CPWD manual) by way of e-transfer/RTGS/NEFT/CNA system/Public financial management system, subject to satisfactory work and other parameters as may be defined by SAI.

19.8. Service Provider has to take all overhead costs into consideration while submitting the bid.

20. OTHER TERMS AND CONDITIONS OF THE BID

20.1. All information / details submitted to SAI shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.

20.2. Save as expressly authorized by SAI in writing, the Service Provider shall not, without the prior specific approval of SAI, incur any liabilities on behalf of SAI, pledge the credit of SAI or make any representations or give any warranty on behalf of SAI.

20.3. The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by SAI, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against SAI and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by SAI.

20.4. The Bidder must strictly comply with all terms and conditions here in. SAI reserves the right to call upon any or all the Bidders to satisfy SAI regarding the correctness & genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, SAI may call upon any or all the Bidders to make a presentation to SAI in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or otherwise neglects to make such presentation to SAI shall not be considered for any further evaluation and shall stand immediately disqualified.

20.5. SAI is under no obligation to declare the Bidder quoting the lowest Fees as the successful Bidder. The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material & mandatory criteria for awarding the contract as defined in Clause 14 of this document.

20.6. The Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of SAI, such offices and other premises, as may be necessary for the efficient & effective performance of its obligations under the scope of work.

20.7. Privileges: The following privileges shall be extended to the Service Provider:

a. Performance certificate to be issued by SAI to the Service Provider upon the satisfactory discharge of its services in respect of each Phase of the project.
b. Successful completion certificate to be issued by SAI after completion of contract to the satisfaction of SAI.

20.8. Governing Law and Jurisdiction: The RFP and the relationship between the Bidder and SAI shall be interpreted in accordance with the laws of India. The courts of New Delhi shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and SAI.

20.9. It will be the responsibility of each Bidder to fully acquaint itself with all the operational & legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. SAI shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/bought over by another company, except with the prior written approval and according to the terms & conditions of SAI and subject to the condition that all the obligations and execution responsibilities under the agreement with SAI, should be passed on for compliance by the new company in the negotiation for their transfer. Any such change should be brought to the notice of SAI within 30 days of such change. In case of non-compliance, the award/ bid process shall be terminated with immediate effect. SAI may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach of contract, has misrepresented or becomes bankrupt or otherwise insolvent, and/or SAI is not satisfied with the work of the Bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SAI. However, in the event SAI, wishes to terminate for convenience, it shall serve a notice period of 30 days to the Bidder, without any cost and/or liability.

20.10. The bidder must monitor and deploy sufficient skilled manpower as defined in Manpower Requirement to complete the deliverables as per timelines mentioned in Scope of Work. However, the manpower as deployed by the Bidder, shall remain in the employment of the Bidder for all purposes and there shall be no employer-employee relationship between SAI and personal employed by the Bidder. The relationship between SAI and the Bidder shall be on principal basis only.

20.11. The bidder has to ensure proper deployment of resources at site during all phases and the deployment plan should be approved by the Procuring entity in advance.

20.12. It will be responsibility of the bidder to ensure and verify the educational qualifications and experience of the resources deployed in the project.

20.13. The bidder shall be responsible for ensuring timely payment to the resources deployed in the project and complying to all laws of the land including statutory liabilities while doing the same.

20.14. The bidder is required ensure the availability of Manpower as mentioned in Annexure I of this RFP and any unauthorised absence of resources for a period of more than 1 week after requirement will attract penalties as detailed below:

- **For Team Leader:** An amount of Rs. 10,000 per day for any unauthorised absence.
- **For Sr. Engineer/Engineer:** An amount of Rs. 2,000 per day for any unauthorised absence

PENALTY

1.1 Completion of Project

The PMC shall complete the construction/project and all associated Services within the period stipulated in this Agreement. Where completion is delayed due to circumstances beyond the reasonable control of the PMC and not attributable to any act, omission, negligence or default of the PMC, the PMC shall promptly notify SAI in writing, together with full particulars, supporting documents and justification for the requested extension of time.

Any extension of time shall be subject to the prior written approval of SAI and shall not be deemed to have been granted merely by reason of submission of a request by the PMC.

1.2 Delay attributable to Contractor/Agency/Supplier

Where completion of the Project is delayed due to reasons solely attributable to any contractor, agency, supplier or other entity engaged by the PMC, the PMC shall take all contractual and other lawful measures available to it for timely completion and shall impose liquidated damages upon the defaulting entity at the rate of **0.50% of the awarded contract value for each completed week of delay**, subject to a maximum of **10% of the awarded contract value**, or such other amount as may be permissible under the applicable contract and law.

All amounts actually recovered by the PMC from such contractor/agency/supplier by way of liquidated damages, compensation, recovery or otherwise in connection with such delay shall be passed on/credited to SAI.

No extension of time shall be granted by the PMC to a defaulting contractor/agency/supplier on grounds attributable to such contractor/agency/supplier without the prior written approval of SAI, wherever such approval is required under the Agreement.

The foregoing shall be subject to the terms of the downstream contract and applicable law.

1.3 Delay attributable to PMC

If the PMC fails to perform any Service or deliverable within the time prescribed under this Agreement, for reasons attributable to the PMC and not otherwise excused under this Agreement, SAI shall be entitled, after giving the PMC reasonable opportunity to explain/remedy the default, to levy liquidated damages at the rate of **0.50% of the total Service Charges payable to the PMC for every completed week of delay**, subject to a maximum of **10% of the total Service Charges** payable under the Agreement.

The levy of liquidated damages shall be without prejudice to any other contractual remedy available to SAI, including requiring corrective action, withholding/recovery of amounts lawfully due, review of performance, invocation of Performance Security, or termination in accordance with this Agreement.

The parties acknowledge that the aforesaid amount is intended as reasonable compensation for delay and shall remain subject to applicable law.

1.4 Extension for mutually agreed unforeseen circumstances

Where completion of the Project is delayed due to an unforeseen circumstance or other circumstance not attributable to the PMC, and such circumstance is accepted by SAI in writing as justifying extension of time, SAI may grant an appropriate extension of time.

No liquidated damages shall be levied for the period of delay so expressly approved by SAI.

1.5 Delay attributable to SAI / Force Majeure

No liquidated damages shall be imposed upon the PMC to the extent that the relevant delay is directly attributable to:

(a) an act or omission of SAI which materially prevents performance;

(b) a Force Majeure Event recognised under this Agreement; or

(c) any other circumstance expressly excused under this Agreement.

The PMC shall, however, take all reasonable steps to mitigate the effect of such delay.

1.6 Recovery from contractors

Any compensation, liquidated damages, recovery, rectification cost or other amount lawfully recovered by the PMC from any contractor, agency, supplier or other downstream entity on account of non-performance, defective work, delay or breach relating to the Project shall be duly accounted for and passed on/credited to SAI to the extent attributable to SAI's Project.

GENERAL TERMS AND CONDITIONS

22.1 Default/Breach

Any default or breach by the selected Bidder/PMC in discharging its obligations under the RFP or Agreement may result in such action as may be available to SAI under the RFP, Agreement, applicable procurement rules and law, including rejection, withholding/recovery of amounts, invocation of Performance Security, termination, recovery of damages where lawfully permissible, and initiation of debarment proceedings, as applicable.

Any attempt to improperly influence the procurement process, including through coercion, intimidation, canvassing or other improper means, may result in rejection/disqualification and/or initiation of appropriate proceedings in accordance with applicable rules and law.

22.2 Modification before award

SAI reserves the right, subject to applicable procurement rules and the requirements of fairness and transparency, to clarify, amend, modify or supplement the conditions, eligibility criteria, scope or requirements of the RFP before the relevant stage of the procurement process.

Any material amendment shall be communicated to bidders in the manner prescribed under the applicable procurement procedure.

22.3 Cancellation / rejection of RFP

SAI reserves the right, subject to applicable procurement rules and approvals, to accept or reject any bid, cancel or withdraw the RFP process, or reject all bids, at any stage prior to award.

Where such action is taken in accordance with the RFP and applicable rules, no bidder shall have a claim against SAI merely on account of the cancellation, withdrawal or rejection of the RFP.

22.4 No obligation to award

Even after completion of evaluation, SAI shall not be obliged to award the work to the bidder whose bid has been evaluated as the lowest or otherwise successful, where SAI, in accordance with applicable procurement rules and competent authority approvals, determines that it is not in the interest of the Project or SAI to proceed with the award.

Any such decision shall be taken on the basis of the procurement record and applicable rules.

22.5 Non-compliance

Failure to comply with the mandatory terms and conditions of the RFP may result in rejection of the bid, subject to the provisions of the RFP and applicable procurement rules.

22.6 Evaluation decision

The evaluation shall be undertaken in accordance with the RFP and applicable procurement rules.

The decision of the competent authority of SAI based upon the evaluation record shall be final for the purpose of the procurement process, subject always to applicable law and any remedy available under the applicable procurement framework.

22.7 Breach during project

If the bidder/PMC is found to have breached any material condition of the RFP or Agreement during the Project, SAI shall be entitled to take appropriate contractual, administrative and/or legal action in accordance with the Agreement, applicable procurement rules and law.

22.8 Improper influence

Any attempt by a bidder to improperly influence the decision-making process of SAI shall constitute a breach of the procurement requirements.

SAI may reject/disqualify such bidder and may initiate debarment proceedings in accordance with the applicable debarment policy, procurement rules and law.

22.9 Deviations in bid

Unless expressly permitted by the RFP, any material deviation, qualification, reservation or condition introduced by a bidder in its bid which materially alters the requirements of the RFP may render the bid non-responsive.

No condition inserted by a bidder shall bind SAI unless expressly accepted by SAI in writing.

22.10 False/incorrect information

If any information, declaration, certificate or document furnished by a bidder is found, upon verification, to be materially false, incorrect or misleading, or if material information has been deliberately concealed, SAI shall be entitled to reject the bid, cancel the award/engagement where applicable, invoke contractual remedies and take such further action as may be permissible under applicable procurement rules and law.

The bidder shall be responsible for satisfying itself regarding the correctness and completeness of its bid.

22.11 Eligibility

Only bidders satisfying the eligibility requirements and accepting the material terms and conditions of the RFP shall be considered for further evaluation, subject to applicable procurement rules.

22.12 Misrepresentation

Material misrepresentation, fraudulent declaration, concealment of material facts or submission of forged/fabricated documents shall be dealt with in accordance with the RFP, applicable procurement rules, debarment guidelines and law.

22.13 Supporting documents

Bidders shall furnish true, accurate and verifiable information supported by appropriate documentary evidence wherever required by the RFP.

PATENTS, COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

23.1 Ownership of Project Deliverables

Subject to the rights in any pre-existing intellectual property owned by the Bidder/PMC or third parties, all intellectual property rights in deliverables, drawings, designs, plans, software, source code, databases, documentation, manuals, reports, training material, algorithms and other work products specifically developed for and paid for under the Project shall vest in SAI/procuring entity upon creation/payment, to the extent permissible under applicable law.

The Bidder/PMC shall execute all documents and take all actions reasonably required to give effect to the foregoing.

23.2 Third-party IPR

The Bidder/PMC represents and warrants that the deliverables supplied by it shall not knowingly infringe any third-party intellectual property rights.

The Bidder/PMC shall indemnify and keep indemnified SAI against claims, losses, damages, costs and expenses arising from infringement of third-party intellectual property rights attributable to the Bidder/PMC, subject to the terms of the indemnity provisions of this Agreement.

The Bidder/PMC shall, at its own cost, defend or assist in defending such claims and shall not settle any claim in a manner imposing liability or admission upon SAI without SAI's prior written consent.

23.3 As-built drawings and documentation

The Bidder/PMC shall provide complete and updated as-built drawings, layouts, designs, specifications, manuals and other project documentation as required by SAI.

All amendments and updates made during the Project shall be incorporated into the final documentation.

Failure to provide such documentation after written notice may constitute a contractual default and may entitle SAI to withhold/recover amounts or invoke the Performance Security in accordance with the Agreement and applicable law.

23.4 Project-created intellectual property

All intellectual property specifically created by the Bidder/PMC in pursuance of the RFP and Agreement and specifically paid for by SAI shall be made available to SAI for its use, reproduction, modification, maintenance and future operation of the Project, subject to applicable law and any expressly identified pre-existing intellectual property.

REPRESENTATIONS AND WARRANTIES

24.1 Information in RFP

The bidder shall independently examine the RFP and undertake such due diligence as it considers necessary before submitting its bid.

Except as expressly warranted in the Agreement, SAI does not represent or warrant that the information contained in the RFP is exhaustive or that it will remain unchanged.

Nothing in this Clause shall exclude or limit any liability which cannot lawfully be excluded or limited under applicable law.

24.2 Amendment of information

SAI may, where required for the procurement or Project, issue clarifications, corrections, amendments or supplements to the information contained in the RFP in accordance with applicable procurement procedure.

24.3 Truthfulness

The bidder represents and warrants that all information, declarations, documents and statements submitted by it are true, complete and accurate in all material respects and that it has not deliberately concealed any material fact.

Where material falsehood, fraud, concealment or misrepresentation is established, SAI may take appropriate action including rejection/cancellation of the bid or engagement, termination, recovery and initiation of debarment proceedings, in accordance with the Agreement, applicable procurement rules and law.

24.4 Non-canvassing

The bidder represents that it has not attempted and shall not attempt to improperly influence the evaluation, comparison or award decision through canvassing, coercion, inducement or any other improper means.

Any such conduct may result in rejection/disqualification and appropriate action under applicable procurement rules and law.

INDEMNIFICATION AND LIABILITY

25.1 General indemnity

The Bidder/PMC shall indemnify, defend and hold harmless SAI, the Ministry concerned, their officers, employees, authorised representatives and agents, to the extent permissible under law, against claims, demands, proceedings, losses, damages, liabilities, costs and reasonable legal expenses arising out of or relating to:

(i) breach of any representation or warranty of the Bidder/PMC;

(ii) breach of any material obligation under the RFP or Agreement;

(iii) infringement of third-party intellectual property rights attributable to the Bidder/PMC;

(iv) negligence, wilful misconduct or unlawful act or omission of the Bidder/PMC or its personnel; and

(v) claims arising from acts or omissions of the Bidder/PMC's contractors, subcontractors, suppliers or personnel, to the extent attributable to the Bidder/PMC.

25.2 SAI's liability

Except to the extent expressly provided in the Agreement or required under applicable law, SAI shall not be liable for indirect, consequential or remote losses suffered by the Bidder/PMC.

Nothing in this Agreement shall exclude liability which cannot lawfully be excluded.

25.3 Bid preparation costs

All costs and expenses incurred by bidders in preparing and submitting bids, attending meetings, demonstrations or presentations, or otherwise participating in the procurement process shall be borne by the respective bidder.

SAI shall not be liable for such costs merely because the RFP is cancelled, withdrawn, amended or otherwise does not result in award.

25.4 IPR indemnity

The successful Bidder/PMC shall indemnify SAI against third-party claims arising from infringement of intellectual property rights attributable to the Bidder/PMC in providing the Services or deliverables.

25.5 Injury/death

The successful Bidder/PMC shall be responsible for claims arising from death, personal injury or property damage caused by its acts, omissions, negligence or misconduct, and shall indemnify SAI against claims attributable thereto.

25.6 Employment claims

The Bidder/PMC shall remain responsible for wages, salaries, statutory contributions and other employment-related obligations concerning its personnel.

The Bidder/PMC shall indemnify SAI against claims arising from its failure to comply with applicable labour and employment laws.

25.7 Survival

Provisions concerning confidentiality, intellectual property, indemnity, accrued liabilities, dispute resolution and other obligations which by their nature are intended to survive shall survive expiry or termination of the Agreement.

TERMINATION

26.1 Termination by SAI

SAI may terminate the Agreement, in whole or in part, by written notice to the PMC where:

(i) the PMC fails to provide the Services or deliverables within the prescribed period and fails to remedy such failure within the period specified by SAI;

(ii) the PMC becomes insolvent, enters liquidation, receivership or any analogous proceeding, subject to applicable law;

(iii) the PMC fails to comply with a final and enforceable arbitral award or other binding determination under the Agreement;

(iv) the PMC provides a materially false or misleading statement or conceals a material fact affecting SAI's rights or interests;

(v) the PMC is found, following due process, to have engaged in corrupt, fraudulent, collusive or coercive practices in connection with the Agreement; or

(vi) SAI, in accordance with applicable procurement rules and competent authority approval, decides to terminate the Agreement for convenience.

For termination under sub-clauses (i), (iii), (iv) and other remediable defaults, SAI may, where appropriate, provide the PMC a reasonable opportunity to cure the default.

26.2 Termination by PMC

The PMC may terminate the Agreement by giving not less than 60 days' prior written notice to SAI, subject to compliance with its contractual obligations up to the effective date of termination.

Where such termination results from a material breach/default by the PMC or circumstances for which the PMC is contractually responsible, SAI shall be entitled to exercise its contractual remedies, including invocation of Performance Security, subject to the terms of the Agreement and applicable law.

26.3 Payment upon termination

Upon termination, SAI shall determine the amounts, if any, properly payable to the PMC after taking into account:

(a) Services satisfactorily performed and accepted up to the effective date of termination;

(b) amounts already paid;

(c) recoveries, damages, liquidated damages and other sums lawfully due to SAI; and

(d) any other adjustment permitted under the Agreement.

SAI shall make payment of the net amount lawfully due after such adjustment.

26.4 Consequences of termination

Where SAI terminates the Agreement due to PMC default, SAI may procure similar Services from another agency in such manner as permitted under applicable procurement rules.

To the extent permitted by the Agreement and law, the PMC shall be liable for the reasonable additional cost incurred by SAI in obtaining replacement Services, after accounting for amounts otherwise payable to the PMC.

Termination shall be without prejudice to rights and remedies accrued prior to termination.

26.5 Project documents

Upon expiry or termination, SAI shall be entitled to retain and use all Project documents and deliverables for which payment has been made or which are required to operate, maintain or complete the Project.

The PMC shall promptly hand over all such documents, records, drawings, data and other Project materials in its possession.

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7. FORCE MAJEURE

27.1 Definition

"Force Majeure Event" means an event beyond the reasonable control of the affected party, which could not reasonably have been foreseen or avoided and which materially prevents performance of an obligation under the Agreement.

Such events may include war, rebellion, natural disasters, major floods, earthquakes, fire, epidemic/pandemic, government-imposed lockdown or quarantine restrictions, embargoes and other events of similar nature, subject to applicable law.

Force Majeure shall not include lack of funds, ordinary market conditions, failure of subcontractors where such failure could reasonably have been avoided, or any event caused by the negligence or wilful misconduct of the affected party.

27.2 Notice and mitigation

The affected party shall notify the other party in writing as soon as reasonably practicable and, where practicable, within seven days of becoming aware of the Force Majeure Event, providing reasonable particulars and supporting information.

The affected party shall take all reasonable measures to mitigate the effects of the Force Majeure Event and shall continue performance to the extent reasonably practicable.

27.3 Prolonged Force Majeure

If a Force Majeure Event continues to materially prevent performance for more than 60 consecutive days, SAI may terminate the Agreement, in whole or in part, by written notice, without prejudice to rights accrued prior to termination.

27.4 Force Majeure affecting SAI

Where a Force Majeure Event materially prevents SAI from performing its contractual obligations, SAI shall notify the PMC and the parties shall take reasonable measures to mitigate the consequences and determine the appropriate course of action under the Agreement.

DISPUTE SETTLEMENT

28.1 Amicable resolution

The parties shall first attempt to resolve any dispute or difference arising out of or relating to the Agreement through good-faith discussions between authorised representatives.

28.2 Arbitration

If a dispute is not resolved through mutual consultation within 30 days from the date of written notice of the dispute, either party may refer the dispute to arbitration in accordance with the **Arbitration and Conciliation Act, 1996, as amended from time to time**.

The arbitral tribunal shall consist of a sole arbitrator mutually agreed upon by the parties.

If the parties fail to agree upon the appointment of the sole arbitrator within the period prescribed by applicable law, the appointment shall be made in accordance with the Arbitration and Conciliation Act, 1996.

Nothing in this Clause shall restrict either party from seeking urgent interim or conservatory relief from a court of competent jurisdiction.

28.3 Seat of arbitration

The seat and legal place of arbitration shall be **New Delhi**, India.

28.4 Language

The arbitration proceedings shall be conducted in English, unless otherwise agreed by the parties or directed by the arbitral tribunal.

28.5 Costs

The allocation of arbitration costs, including arbitrator's fees and expenses, shall be determined by the arbitral tribunal in accordance with applicable law.

28.6 Continued performance

During the pendency of any dispute or arbitration, the parties shall, to the extent reasonably practicable, continue to perform their undisputed contractual obligations.

28.7 Governing law and jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of India.

Subject to the Arbitration and Conciliation Act, 1996 and the jurisdiction of the arbitral tribunal, courts of competent jurisdiction at New Delhi shall have exclusive jurisdiction in respect of proceedings arising out of or relating to the Agreement.

28.8 Disputes between CPSU/PMC and downstream agencies

SAI shall not be a party to, nor shall it have any contractual responsibility for, disputes, claims or proceedings arising between the CPSU/PMC and any contractor, subcontractor, supplier, consultant, agency or other downstream entity engaged by the CPSU/PMC in connection with the Project.

All such disputes shall be resolved exclusively between the CPSU/PMC and the concerned downstream entity in accordance with their respective contractual arrangements.

SAI's liability shall remain limited to the scope of its rights and obligations expressly undertaken under the MoU/Agreement with the CPSU/PMC and shall not extend to any obligation, liability, claim, award, damages or cost arising solely from any downstream contract.

The CPSU/PMC shall indemnify and keep indemnified SAI against all financial, legal and other consequences arising from such downstream disputes, except to the extent caused by the wilful misconduct or breach of SAI.

The CPSU/PMC shall ensure that its downstream contracts contain provisions consistent with this Clause.

No contractor, subcontractor, supplier or other downstream entity shall acquire any contractual right, lien or claim against SAI merely by reason of its engagement by the CPSU/PMC.

APPLICABLE LAW

29.1

The Agreement shall be governed by and interpreted in accordance with the laws of India for the time being in force.

RESERVED RIGHTS

30.1

Subject to applicable procurement rules, the Agreement and competent authority approvals, SAI reserves the right to:

(i) accept or reject a bid in accordance with the RFP;

(ii) revise or clarify requirements prior to award where permitted under the applicable procurement procedure;

(iii) make amendments or variations to the scope of work after award only through an appropriate written amendment to the Agreement and in accordance with applicable procurement rules, approvals and contractual provisions.

Nothing in this Clause shall permit SAI to unilaterally alter the fundamental terms of the Agreement contrary to applicable law or procurement rules.

30.2 Misstatement/misrepresentation

Where material misstatement, fraudulent representation, concealment of material facts, forged documents or other material breach by the Bidder/PMC is established, SAI may reject/cancel the bid or terminate the engagement, as applicable, and may exercise all other remedies available under the Agreement, applicable procurement rules and law.

SAI shall be entitled to recover amounts, losses, damages or costs lawfully recoverable from the Bidder/PMC.

30.3 Cancellation of RFP

SAI shall not be liable for costs, damages or losses incurred by a bidder solely by reason of SAI cancelling, withdrawing or modifying the RFP in accordance with the RFP, applicable procurement rules and law.

30.4 Participation costs

All costs associated with participation in the RFP, including due diligence, meetings, presentations, demonstrations, preparation of proposals and furnishing additional information, shall be borne by the bidder.

30.5 Bidder's acknowledgement

Submission of a bid shall constitute the bidder's acknowledgement that it has:

(a) examined the RFP and scope of work;

(b) considered the risks, contingencies and circumstances relevant to the Project;

(c) undertaken such due diligence as it considers necessary; and

(d) satisfied itself regarding the sufficiency of its bid for the purpose of submitting a responsive proposal.

30.6 Communications

Bidders shall communicate with SAI only through the designated communication channel specified in the RFP.

No bidder shall contact SAI personnel, government officials or other persons associated with the procurement for the purpose of influencing the procurement process, except through the prescribed clarification/communication mechanism.

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11. CORRUPT, FRAUDULENT AND PROHIBITED PRACTICES

31.1 Integrity

All bidders and successful bidders shall observe the highest standards of integrity during the procurement and execution of the Agreement.

SAI may reject a bid where, in accordance with the applicable procurement rules and after following the prescribed procedure, it determines that the bidder has engaged in corrupt, fraudulent, collusive or coercive practices, or other prohibited conduct.

Where grounds for debarment exist, SAI may initiate debarment proceedings in accordance with applicable law, procurement rules and the prevailing Government of India debarment guidelines.

31.2 Material misrepresentation/fraud

Where the Agreement is found to have been obtained through material misrepresentation, concealment or suppression of material facts, SAI may, subject to the Agreement and applicable law:

(a) cancel/reject the engagement;

(b) terminate the Agreement;

(c) invoke or recover amounts from the Performance Security, where contractually permissible;

(d) recover amounts lawfully due;

(e) initiate civil/criminal/administrative action where appropriate; and

(f) initiate debarment proceedings in accordance with applicable procurement rules and law.

Any debarment/blacklisting shall be undertaken only after following the applicable procedure and providing the affected entity the opportunity required under applicable law.

CONFIDENTIALITY

32.1

The Bidder/PMC shall maintain confidentiality of confidential information provided by or on behalf of SAI in connection with the procurement or Project and shall use such information only for the purposes of performing its obligations under the RFP/Agreement.

Disclosure may be made to the Bidder/PMC's employees, professional advisers, auditors or representatives strictly on a need-to-know basis, provided they are bound by appropriate confidentiality obligations.

32.2

The Bidder/PMC shall not, without SAI's prior written approval:

(a) use SAI's name, logo or identity for advertising or marketing;

(b) represent SAI as its client for promotional purposes;

(c) disclose confidential Project information to the media or public; or

(d) use Project documents or work products prepared at SAI's expense for another client or project, except where permitted by SAI in writing.

The confidentiality obligations shall survive expiry or termination of the Agreement for so long as the information remains confidential or for such period as prescribed by applicable law/contract.

32.3 Statutory disclosure

Nothing in this Clause shall prevent SAI from disclosing information:

(a) where required by law;

(b) pursuant to an order of a competent court or tribunal;

(c) to Parliament or a Parliamentary committee;

(d) to CAG, audit authorities, statutory/regulatory authorities, investigative agencies or Government departments;

(e) pursuant to a lawful request under the Right to Information Act, 2005 or other applicable law; or

(f) where disclosure is otherwise necessary for discharge of SAI's statutory/public functions.

Where legally permissible, SAI may give reasonable notice of such disclosure to the Bidder/PMC.

21. ANNEXURE 'I' | TERMS OF REFERENCE (TOR)

1. SCOPE OF SERVICES

The PMC shall be responsible for end-to-end project management covering all stages from pre-sanction planning through post-award construction management and defect liability. The scope is structured across four stages:

Stage 1: Pre-Administrative Approval Stage

(From MoU signing to submission & approval of PPR/DPR and issuance of Administrative Approval & Expenditure Sanction)

1.1 Site Familiarisation and Data Collection

a) Take formal possession of the encumbrance-free site from SAI.
b) Conduct detailed site survey, sub-soil investigation, and topographic mapping.
c) Study and analyse functional and space requirements as intimated by SAI.
d) Review all available land documents, utilities, statutory constraints, and local bye-laws.

1.2 Preliminary Project Report (PPR)

a) Prepare PPR based on functional and space requirements provided by SAI, including:
   - Conceptual master plan and layout for the project site.
   - Conceptual architectural scheme with indicative building plans and elevations.
   - Rough cost estimate based on CPWD/DSR rates or other applicable schedule of rates.
   - Technical note on structural system, MEP services, sports-specific requirements, and sustainability features.

b) Obtain SAI's approval of PPR. Incorporate comments and resubmit as required.

1.3 Detailed Project Report (DPR) / Preliminary Estimate (PE)

a) Based on approved PPR, prepare DPR/PE containing:
   - Detailed architectural, structural, civil, MEP, and landscape drawings.

- Detailed cost estimates based on applicable schedule of rates with analysis of non-schedule items.
- Milestone-based programme chart (CPM network) from start to completion.
- Specifications, scope matrix, and list of proposed contract packages.
- Environmental, statutory, and regulatory compliance checklist.

b) Submit DPR/PE to SAI for A/A & E/S. Incorporate observations and obtain final approval.

Approval Requirement — Stage 1: PMC shall obtain SAI's written approval at each sub-stage before proceeding: (i) Conceptual Layout / Master Plan; (ii) PPR including Rough Cost Estimate; (iii) DPR/PE including Detailed Cost Estimate, (iv) Layout Drawings and Specifications (v) Justification for non-schedule / NDSR items and rate analysis. No subsequent stage shall commence without documented approval of the preceding stage.

Stage 2: Pre-Tender Stage

(From receipt of A/A & E/S to publication of Tender by PMC)

2.1 Technical Sanction (TS) and Detailed Designs

a) On receipt of A/A & E/S, prepare and accord Technical Sanction to detailed and coordinated designs of all architectural, civil, structural, electrical, mechanical, horticulture, and other services.

b) Prepare detailed working drawings, structural design calculations, specifications, and BOQ for all packages.

c) Obtain SAI's written concurrence on detailed designs and drawings before proceeding to tender preparation.

2.2 Statutory Approvals

a) Obtain all required pre-construction statutory approvals from concerned local bodies and statutory authorities including municipal corporations, fire department, pollution control boards, environmental authorities, etc.

b) Works shall not be tendered / awarded until all statutory approvals required for commencement of work are in place.

2.3 Tender Document Preparation

a) Prepare comprehensive Tender Documents for all work packages including NIT, Scope of Work, Drawings, Technical Specifications, BOQ, Contract Conditions, and EPC/item-rate schedule as applicable.

b) Submit draft tender documents to SAI for review

c) Ensure tender documents comply with GFR 2017, CPWD guidelines, CVC instructions, and applicable SAI procurement norms.

Approval Requirement — Stage 2: PMC shall obtain SAI's written approval for: (i) Detailed Designs and Drawings (prior to TS)

Stage 3: Tendering Stage

(From publication of tender to issuance of Letter of Intent / Letter of Award to Construction Agencies)

3.1 Tender Publication and Pre-Bid

a) Publish tenders through appropriate mode (open tender on CPP portal / GeM / NIT as per GFR 2017 and CVC guidelines).

b) Host and manage pre-bid conference(s); issue corrigenda/addenda as required with prior intimation to SAI.

3.2 Bid Evaluation

a) Receive, open, and scrutinise bids in accordance with prescribed procedure.

b) Prepare detailed bid evaluation and comparative statement for all packages.

c) Prepare justification note for reasonableness of rates including comparison with DSR/market rates.

d) Submit evaluation report and recommendation to SAI for approval prior to award.

3.3 Award of Work

a) Issue Letters of Intent (LOI) / Letters of Award (LOA) to successful contractors.

b) Execute Contract Agreements with selected agencies.

c) Ensure performance security is obtained from contractors before commencement of work.

Stage 4: Post-Award / Construction and Defect Liability Stage

(From LOA/LOI to Completion, Handover, and end of Defect Liability Period)

4.1 Construction Management and Supervision

a) Mobilise site team and commence construction supervision as per approved deployment plan.

b) Ensure construction is carried out strictly as per approved drawings, specifications, and BOQ.

c) Maintain quality control, safety (HSE), and environmental compliance at all times.

d) Appoint and oversee Third-Party Quality Assurance (TPQA) agency for independent inspection.

e) Submit monthly physical and financial progress reports (CPM network, site photographs, utilisation certificate in GFR-12C / Form-65 format) to SAI.

f) Monthly Progress Report of the Project

4.2 Contract Administration

a) Certify and process running bills of contractors.

b) Manage deviations, extra items, and substituted items as per contract conditions; obtain SAI's prior approval for all deviation orders.

c) Grant extension of time to contractors only with prior written approval from SAI, with full justification.

d) Levy and recover liquidated damages from contractors for delays; pass all such recoveries to SAI's project accounts.

e) Handle all contractor claims, disputes, and arbitration cases with due diligence. Seek SAI's concurrence before accepting/challenging any arbitration award.

4.3 Completion and Handover

a) Obtain completion/occupancy certificates and all statutory clearances before handover.

b) Handover completed work to SAI with as-built drawings, maintenance manuals, SOPs, structural stability certificate, and all clearances.

c) Submit Project Completion Report (PCR) with final accounts and return unspent balance within one month of settlement of final contractor bills.

4.4 Defect Liability Period (DLP)

a) Monitor the project during DLP (minimum one year post-handover or as specified in the MoU).

b) Enforce rectification of defects by contractors at no additional cost to SAI.

c) Ensure release of contractor retention money only after satisfactory completion of DLP obligations.

Approval Requirement — Stage 4: PMC shall obtain SAI's prior written approval for: (i) Any deviation / extra item / substituted item order; (ii) Revised cost estimates / revised expenditure sanction requests; (iii) Extension of time to contractors; (iv) Final bill certification and project completion report. PMC shall not commit SAI to any additional financial liability without prior approval.

NOTE: The drawings and layout of the facility to be constructed is attached as Annexure-XIV

2. PROJECT SPECIFIC SCOPE

- The proposed project entails the construction of a 180-bedded residential complex at the Shyama Prasad Mookherjee Swimming Pool Campus (SPMSPC), featuring two 6-story (G+5) residential blocks for boys (103 beds) and girls (77 beds) interconnected via covered walkways to a central, single-story canteen. The facility will offer a mix of single and double-occupancy rooms with attached washrooms and balconies, and all finalized designs—developed in consultation with the Sports Authority of India (SAI)—must incorporate the following structural, mechanical, and site development requirements:
- Execution of a comprehensive topographical survey (Total Station/GPS) and a detailed Geo-Technical Investigation prior to site mobilization.
- Acquisition of all requisite statutory approvals and clearances, followed by mandatory design vetting by SAI and proof-checking of all architectural, structural, and MEP drawings by an IIT/NIT at the contractor's expense.
- Construction of an RCC-framed structure compliant with Earthquake Seismic Zone standards, featuring foundations engineered to support the future vertical expansion of one additional floor.
- Installation of centralized MEP services, including a VRV/VRF air-conditioning system with a dedicated kitchen exhaust, high-quality CPVC/UPVC plumbing, commercial RO systems, and two passenger elevators (8-person and 13-person capacities).

- Provisioning of a grid-interactive rooftop solar PV power generation system, alongside overhead and underground domestic and fire-reserve water tanks sized strictly per NBC norms.
- Deployment of robust safety and security infrastructure, encompassing a Downcomer System, Manual Fire Alarm System, portable fire extinguishers, and an IP-based CCTV network utilizing PTZ and fixed cameras.
- Supply and installation of a sub-station, including HT panels, transformers and silent-type Diesel Genset with AMF panel and acoustic enclosure.
- Execution of comprehensive site development works, including internal roads, paver-block footpaths, external sewerage, storm water drainage with integrated rainwater harvesting pits, horticultural landscaping, and LED lighting.
- Complete provisioning of all hostel furniture, general facility signage, and regulatory signage throughout the complex.
- Integration of universal barrier-free design elements, including ramps, tactile flooring, dedicated physically challenged washrooms, and compliant signage.

3. RESPONSIBILITIES OF THE PMC

B.1 General Responsibilities

i) After allotment and signing of MoU, PMC shall take possession of the encumbrance-free site from SAI and nominate a responsible Team Leader under intimation to SAI.

ii) PMC shall maintain a dedicated project team as per the approved deployment plan; all key personnel shall be available onsite as required throughout the project lifecycle.

iii) PMC shall be wholly responsible for any observations/comments/defects pointed out by CTE/CVC/CAG in the planning and execution of the project.

iv) PMC shall appoint, if required, competent Architectural and Engineering (A&E) Consultants following due procurement process.

v) All appointments of contractors, consultants, and agencies by the PMC shall be through open tender with wide publicity, following GFR 2017, CPWD guidelines, and CVC instructions.

B.2 Design and Estimation Responsibilities

i) Prepare all designs, drawings, estimates, and documents as per approved plans, applicable codes (CPWD/NBC/BIS/international standards as applicable), and SAI's requirements.

ii) Ensure designs and cost estimates remain within approved project cost. Any unavoidable cost overrun must be flagged to SAI immediately with full justification; prior approval must be obtained before incurring excess expenditure.

iii) Provide as-built drawings (civil, electrical, MEP, and all relevant drawings) to SAI as completed, with a final consolidated as-built package at project completion.

B.3 Project Management Responsibilities

i) Prepare and submit an Integrated Programme Chart (CPM Network) immediately after work allotment; maintain this as the Baseline Programme for monitoring.

ii) Submit monthly Physical Progress Reports (CPM network-based) and Financial Progress Reports (Form-65 / GFR-12C format) to SAI.

iii) Organise and participate in monthly/periodic Project Review Meetings with SAI; implement all directions arising from such meetings promptly.

iv) Ensure time and cost are the essence of the contract; all cost and time overruns require prior written approval of SAI.

B.4 Statutory and Compliance Responsibilities

i) Obtain and maintain all applicable statutory approvals, certificates, and permissions from all relevant authorities throughout the project lifecycle.

ii) Ensure compliance with all applicable laws including labour laws, workmen's compensation, HSE regulations, and environmental requirements. PMC shall act as Principal Employer for all statutory obligations related to workmen at site.

iii) Provide all work-related information to SAI promptly for parliamentary questions and statutory authority queries.

B.5 Financial Management Responsibilities

i) Certify and process all contractor/agency bills; maintain final statement of accounts in standard format.

ii) Intimate SAI immediately about any excess expenditure likely to be incurred over approved project cost, with reasons and justification, before incurring such expenditure.

iii) Return unspent balance to SAI within one month of settlement of final contractor bills along with PCR.

3. STAGE-WISE APPROVAL FRAMEWORK

The following approvals shall be mandatorily obtained from SAI before the PMC proceeds to the next stage. All approvals shall be in writing. Oral directions shall not be acted upon without subsequent written confirmation.

Sl.	Stage	Item Requiring SAI's Approval	Approving Authority
1.	**Stage 1** (Pre-AA)	• Conceptual Layout / Master Plan • PPR including Rough Cost Estimate • DPR/PE including Detailed Cost Estimate • Administrative Approval (A/A) & Expenditure Sanction (E/S)	Competent Authority as per DFP
2.	**Stage 2** (Pre-Tender)	• Detailed Designs and Working Drawings (prior to TS) • Justification for NDSR / Non-Schedule Items and rate analysis	Competent Authority as per DFP
4.	**Stage 3** (Post-Award)	• Deviation / Extra Item / Substituted Item Orders • Revised Cost Estimates / Revised Expenditure Sanction • Extension of Time to Contractors (with full justification) • Final Bill Certification / Project Completion Report (PCR)	Competent Authority as per DFP

4. DELIVERABLES AND MILESTONE SCHEDULE

The following key deliverables and timelines shall apply from the date of signing of MoU / Letter of Award. These timelines form the basis for payment milestones and penalty provisions under the contract.

Sl.	Deliverable / Milestone	Timeline
1.	Submission of PPR including conceptual drawings and Rough Cost Estimate to SAI	4 Weeks from MoU date
2.	Submission of DPR with detailed drawings, estimate and CPM network	8 Weeks from MoU date
3.	Issuance of Letter of Intent (LOI) to Construction Agencies	8 Weeks from A/A & E/S
4.	Commencement of construction; submission of Integrated Programme Chart (CPM Network)	Within 2 Weeks of LOI/LOA
5.	Monthly Progress Reports (physical + financial with GFR-12C)	Monthly by 7th of following month
6.	Handing over of completed project with as-built drawings, manuals & statutory clearances	As per approved project completion date
7.	Project Completion Report (PCR) with final accounts and return of unspent balance	Within 1 Month of final bill settlement

Key Contract Milestones for Penalty Calculation (Clause 21): (i) Submission of PPR — 4 weeks from MoU date; (ii) Submission of DPR/PE — 8 weeks from MoU date; (iii) Issuance of LOI to Construction Agencies — 8 weeks from A/A & E/S. Delay beyond these milestones for reasons attributable to PMC shall attract penalty as per Clause 21.

5. TEAM REQUIREMENT / MINIMUM PROPOSED MANPOWER DEPLOYMENT

The PMC shall deploy the following minimum key personnel on the project. All resources shall be exclusively assigned to this project. The deployment plan shall be approved by SAI before commencement of services.

S.No.	Designation / Role	Nos.	Minimum Qualification & Experience	Deployment Phase
1.	**Team Lead cum Project Manager**	1	Overall experience of 15 years; Master's/PG qualification in Civil Engineering or Construction Management or equivalent.	All Stages
2.	**Sr. Engineer (Civil)**	1	Overall experience of 8 years or more; Master's/PG qualification in Civil Engineering.	Stage 2–4
3.	**Engineer (Civil)**	Min. 2	Graduate Degree/Diploma in Civil Engineering; minimum 5 years'	Stage 2–4

			experience in construction supervision, quality control, MIS, safety, and reporting.	
4.	**Engineer (MEP)**	Min. 2	One Graduate Degree in Electrical/Mechanical Engg. with min. 5 years' experience; and one Diploma holder with 5 years' experience in construction supervision, quality control, and reporting.	Stage 2–4
5.	**Engineer (Civil) — DLP**	Min. 1	Graduate Degree/Diploma in Civil Engineering; minimum 5 years' experience in construction supervision, quality control, and reporting.	Stage 4 (DLP)
6.	**Engineer (MEP) — DLP**	Min. 1	Graduate Degree/Diploma in Electrical/Mechanical Engineering; minimum 5 years' experience in construction supervision and quality control.	Stage 4 (DLP)

Note 1: All key personnel are required to be present for all review meetings (online/in-person) with SAI. The Team Lead and core team shall be deployed onsite as per project requirements and shall be exclusively assigned to this project.

Note 2: SAI reserves the right to interview all proposed resources prior to accepting deployment. Replacement of any Key Personnel shall require SAI's prior written approval. Replacement personnel must meet the same evaluation criteria as originally proposed. A minimum 4-week knowledge transfer overlap shall be ensured for all replacements.

Note 3: Deployment of Team Lead and core team members must commence within 15 days from the date of notification of award / LOA.

ANNEXURE 'II' | DOCUMENTS TO BE SUBMITTED

The following documents are to be submitted with the RFP. Upload online the scanned copies as per the instructions mentioned in Annexure X.

Sl. No.	Criteria	Document to be submitted online
1	**EMD for an Amount of Rs 2,10,000/-**	Scanned copy of proof of submission of EMD/ Bank Guarantee as per Annexure V.
2	**Bid Submission Form**	Scanned copy of Signed and Stamped Bid Submission Form as per Annexure IV.
3.	**Pre-Qualification Documents**	**As Mentioned in Clause 1 of Annexure III.**
a	**Legal Entity**	1. Copy of Certificate of Incorporation, Memorandum of Agreement etc… 2. Copy of Registration Certificates with the GST & IT(PAN) Authorities.
b	**Consulting Experience**	Work order or contract establishing existence and expertise in consulting business for more than 10 years.
c	**Turnover**	Certificate by their Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per Annexure VIII.
d	**Relevant Experience**	Annexure VII along with Work Order + Completion Certificates/ payment proof from client /certification from a Chartered Accountant certifying the claim required for each consultancy project
e	**Fit and Proper Person**	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory, as per conditions mentioned in Annexure III.
f	**Declaration in respect to GFR Rule 144 xi**	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory
g	**Declaration in respect to local content.(As per 3 (b) of DPIIT order dated 16.09.2020).**	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory
4.	**Technical Evaluation Documents**	
a	**Technical Experience**	Annexure VII along with Work Order + Completion Certificates/ payment proof from client /certification from a Chartered Accountant certifying the claim required for each project
d	**Quality of Manpower for the Project**	• CVs as per format at Annexure IX. • The Bid documents should include the complete man-month deployment of all resources along with requisite justification as per Annexure IX B
e	**Technical Presentation**	The presentation will be submitted along with the proposal and if necessary and if the situation permits the consultants shall be asked to formally present the same through online medium or in person.

Sl. No.	Criteria	Document to be submitted online
5.	**Financial Bid**	As per Required Format. To be uploaded only in the Price Bid Section.
6	**Authorized Signatory**	Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents. OR Signed and scanned copy of Board resolution in favour of Authorized signatory of the bidder. (Sample Attached at Annexure VI)
7.	**Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments**	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.

Note:

Wherever applicable, the above documents shall be used for evaluation purpose as well. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above. All the Bids so submitted must be **unconditional**. Bidders should make sure that all the pages should be **numbered,** and **an index** should be attached as first page with the Bid. The authorized signatory of the Bidder must sign the Bid with proper name, designation duly stamped at appropriate places and initial all the remaining pages of the Bid. SAI reserves its right to demand for original documents as and when required. Nonproduction of original documents shall be considered as a material deviation and may render the cancellation of bid followed by consequences such as forfeiture for Bid amount/Performance security at the discretion of SAI.

ANNEXURE 'III' | ELIGIBILITY & EVALUATION CRITERIA

1. ELIGIBLITY CRITERIA

S.No.	Criteria	Documents Required
1	**Legal Entity:**	
a	The bidder must be a PSU set up by the Central or State Government to carry out civil or electrical works or any other Central/State Government Organization/PSU which is notified by the MoHUA for such purpose	Copy of Memorandum of Agreement
b	Should be registered in India under the Indian Companies Act 1956/2013	Copy of Registration Certificate
c	Should be working as PMC agency for at least 10 years till the Bid Due Date	Work order or contract establishing existence and expertise in consulting business for more than 10 years.
2	**Technical Experience**	
	The Bidder Should have satisfactorily rendered services of project management consultancy & supervision of construction projects during the last five years ending on 31st March, 2026- i) At least one similar work of value not less than **Rs 18.56 Cr** or ii) Two similar works of value not less than **Rs 11.60 Cr** each, or iii) Three similar works of value not less than **Rs 9.28 Cr** each. "Similar work" shall mean Design & Engineering Consultancy (DEC)/EPC/Engineering & Project Management Consultancy (EPMC)/Project Management Consultancy (PMC) for Institutional Campus/ Educational Institutes / University campus comprising of administrative buildings, hostels & residential buildings/ Sports Infrastructure/ Institutional Buildings etc. of Government / Govt. agencies/Govt. autonomous bodies/CFI only.	Work Order + Completion Certificates/ payment proof from client /certification from a Chartered Accountant certifying the claim required for each consultancy project
3	**Financial Criteria**	
a	The bidder should have an average annual turnover of at least **Rs 23.20 Cr** in any three years during the last five years ending March 31st, 2026	CA Certified Certificate as per **Annexure-VIII**
b	i. The bidder should have positive net-worth during each of last 05 years ending March 31st, 2026 ii. The bidder should have net-worth of at least **Rs. 11.60 Cr** as on 31st March 2025	CA Certified Certificate as per **Annexure-VIII**
4	The bidder should not stand debarred/ blacklisted/ put on Holiday by any State	Enclose the notarized certificate in this regard

	Government (SG) or Union Territory (UT) or Government of India (GoI), or any of the agencies of SG/UT/GoI or any of the Universities of SG/UT/GoI as on bid due date.	
5	The bidder must be a PSU set up by the Central or State Government to carry out civil or electrical works or any other Central/State Government Organization/PSU which is notified by the MoHUA for such purpose should have in-house professionally qualified (minimum Graduate degree) regular /outsourced as on this bid publication date in the following categories: a. Civil Engineers -20 nos. b. Electrical and Mechanical Engineers- 20 nos. c. Structure Engineer -5 nos.	Furnish a self-certified sheet stating that the bidder possess the following professionals at least the number mentioned
6	DECLARATION As per GFR Clause 144 (xi) added vide DoE order dated 23.07.2020: Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. All terms as mentioned in the Department of Expenditure order dated 23.07.2020 will be applicable.	Declaration as per New GFR Clause, 144 (xi) 'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.
7	Bidder should be Class I Local Supplier or Class II Local Supplier will be eligible to bid in this IFB.(As per 3 (b) of DPIIT order dated 16.09.2020). Class I Local Supplier means a supplier or service provider whose goods, services or works offered has local content equal to or more than 50% & Class II Local Supplier means a supplier or service provider whose goods, services or works offered has local content more than 20% but less than 50%. As per 9 (a) of the above order, bidders are required to submit a declaration indicating percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be.	bidders are required to submit a declaration indicating percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be.

Conditions for Fit and Proper Person: For the purpose of determining whether a Bidder is a 'Fit and Proper Person', SAI may take the indicative criteria mentioned below:

a. Financial integrity of the Bidder;
b. Ability of the Bidder to undertake all obligations set out under this RFP;
c. Absence of convictions or civil liabilities against the Bidder;
d. Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment is still existing;
e. Absence of any disqualification as specified below:
    - Conviction of the Bidder or any of its respective directors, partners, executives or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud or any offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code, or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract;
    - Admission of an application for winding up or liquidation under the Insolvency and Bankruptcy Code, 2016 (IBC) or any Applicable Laws against the Bidder or any of its or their respective directors and partners;
    - Any action or proceeding being initiated under the Insolvency and Bankruptcy Laws under the Applicable Law, including but not limited to declaration of Insolvency or Bankruptcy, disqualification or de-recognition by any professional body being initiated against the Bidder;
    - Current or previous banning of the Bidder or its respective directors, partners, executives or key managerial personnel by the governing body of any sport from involvement in the administration of or any form of participation in such sport, for any reason;
    - Default by The Bidder or any of its or their respective directors, partners, executives or key managerial personnel of any of its obligations to a financial institution or has defaulted on any of its obligations to a financial institution in the last 3 (three) financial years;
    - The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.

2. EVALUATION CRITERIA

The technical Bid of each eligible Bidder shall be evaluated in accordance with the following methodology:

S.No.	Criterion	Maximum Marks
1	Technical Manpower	**25 Marks**
a	**Team Leader (Qualification + Experience)** Meeting the prescribed Qualification as per Table given under clause 5 at Annexure I – Full marks	5 marks
b	**Professionally qualified regular/outsourced staff in the PSU in following categories**	**20 marks**
i	**Civil Engineers** (Min. Qualification- B.Tech) • 20 nos. to 50 nos.: 5 Marks • 51 nos. to 75 nos.: 7 Marks • More than 75nos.: 10 marks	10 marks
ii	**Electrical and Mechanical Engineer** (Min. qualification B. Tech**)** • 20 nos. to 50 nos.: 5 Marks • More than 50nos.: 10 marks	10 Marks
2	**Presentation**	**30 Marks**

	Methodology Understanding of Project and presentation on made before TEC: • Past projects with focus on special features and quality aspects (along with some photos) and special project management techniques that might have been used to execute the project speedily and within initial budgeted cost**. (Max Marks 10)** • Technical Approach and methodology proposed towards this project with respect to the nature of typology, structure, orientation kind of finishing, approaches for Green building, sustainability, energy efficiency/ overall savings safety measures, innovations etc. and innovative idea of technology / PEB/ Modular construction for faster construction. **(Max Marks 10).** • Project management approach for this project – Work Plan including Time schedule & Quality Assurance & HSE / Risk system, Project organization, responsibility of key personnel, etc. **(Max Marks 10)**	
3	**Past Experience of the PSU**	**30 Marks**
a	No. of Executed/completed project of Similar nature for value more than **Rs 9.28 Cr** during the last 10 years. 2.5 marks per project subject to maximum of 20 marks	20
b	Consultancy Services (completed project) related to development of Sports Facility as on bid submission end date; 2.5 marks per project subject to maximum of 10 marks	10
4	**Financial Experience**	**15 Marks**
a	Average Annual Turnover, for any three financial years out 2021-22, 2022-23, 2023-24, 2024-2025, 2025-26 i. equal to **Rs 23.20 Cr** – 5 Marks ii. greater than **Rs 23.20 Cr** – up to **Rs 50 Cr**] – 7.5 Marks iii. more than **Rs 50 Cr** - 10 marks	10
b	Net-worth of the PSU ending on 31st March 2026 i. Rs 11.60 Cr or more but less than Rs 23.20 Cr. – 3 marks ii. Rs 23.20 Cr. or more - 5 marks	5
Total marks		**100**

Note: Documentation required against each criterion is detailed in Annexure II, Clause 4.

ANNEXURE 'IV' | BID SUBMISSION FORM

To,
Sports Authority of India.

Sub: Selection of CPSU/State PSUs/ any other Central/ State Government organisation /PSU notified by the Ministry of Housing and Urban Affairs (MoHUA) to provide Project Management Consultancy for Planning, Design and Construction under conventional/EPC mode of Contract for Construction of 180 Bedded Boys and Girls Hostel Block with Common Canteen at Shyama Prasad Mookherjee Swimming Pool Complex, New Delhi

Dear Sir,

1. With reference to the RFP dated _________ for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We ____________________, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of CPSU/State PSUs/ any other Central/ State Government organisation /PSU notified by the Ministry of Housing and Urban Affairs (MoHUA) to provide Project Management Consultancy for Appointment of PMC (CPSU) for Planning, Design and Construction under conventional/EPC mode of Contract for Construction of 180 Bedded Boys and Girls Hostel Block with Common Canteen at Shyama Prasad Mookherjee Swimming Pool Complex, New Delhi.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
4. I/We shall make available to SAI, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the SAI, to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We agree to keep our Bid valid for acceptance for 180 (One Hundred and Eighty) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. I/ We, acknowledge and agree that SAI shall be entitled to forfeit the EMD or performance security without out protest and demur in case of any breach of terms and conditions of RPF/Agreement by us.
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/we certify that we fulfil the "Fit and Proper Person" criteria as mentioned in this RFP document.
9. I/we understand that SAI may cancel the Selection Process at any time and that SAI neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
10. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
11. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI;
b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt

practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with SAI or any other public sector enterprise or any government, Central or State; and

c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
d. None of our full-time Directors is engaged in providing services or is directly related to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
    a. They are members of a Hindu undivided family; or
    b. They are husband and wife; or
    c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Bidder)

ANNEXURE 'V' | BANK GUARANTEE FORM FOR BID SECURITY

Whereas ______________________________ (hereinafter called the "Bidder") has submitted its quotation dated _________________ for the supply of ___________________________________ (hereinafter called the "Bid") against the Procuring entity's Bid Reference No. __________________________________ Know all persons by these presents that we ____________________________________ of ___________________________________ (Hereinafter called the "Bank") having our registered office at ________________________________ are bound unto Sports Authority of India, New Delhi110003 (hereinafter called the "Procuring entity) in the sum of _________________________ for which payment will and truly to be made to the said Procuring entity, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____________________ day of _______ 20____. The conditions of this obligation are:

(1) If the Bidder withdraws or amends, breaches the terms and conditions of the tender document, impairs or derogates from the Bid in any respect within the period of validity of this Bid.

(2) If the Bidder having been notified of the acceptance of his Bid by the Procuring entity during the period of its validity:-

a) Fails or refuses to furnish the performance security for the due Performance of the contract.

or

b) Fails or refuses to accept/execute the Rate Contract.

We undertake to pay the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of _____ days i.e., for _____ days (_____ days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

____

(Signature of the authorised officer of the Bank)

____

____

Name and designation of the officer

____

Seal, name & address of the Bank and address of the Branch

ANNEXURE 'VI' | POWER OF ATTORNEY (SAMPLE)

(Note- Board resolution incase of company)

Know all men by these presents, we, ... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms.......................................son/daughter/wife and presently residing at ...., who is presently employed with us and holding the position of ....as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Engagement with SAI including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to SAI, representing us in all matters before SAI, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SAI, in all matters in connection with or relating to or arising out of our Proposal for said Project and/or upon award thereof to us till the entering into of the Agreement with SAI.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ... THE ABOVE-NAMED PRINCIPALHAVEEXECUTED THIS POWER OF ATTORNEY ON THIS .... DAY OF ...., 2020.

For ....
(Signature, name, designation and address)
Witnesses:
1.

2.

Notarized Accepted

....
(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 50 (fifty) and duly notarized by a notary public.

ANNEXURE 'VII' | ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER

The following information should be provided in the format below for each Eligible Project for which Bidder was legally contracted by the respective Procuring entity/Client of the Bidder stated as a single entity.

(i)	Assignment Name	
(ii)	Type of Project	
(iii)	Name, Contact No. & email of the Procuring entity Representative:	
(iv)	Year in which Project took place	
(v)	Location of Project	
(vi)	Contract Value	
(vii)	Narrative Description of the Scope of work of the assignment	
(viii)	Status of the assignment	

IMPORTANT:

1. Use separate sheet for each Eligible Project. Please mark each sheet as Annexure VII(a), Annexure VII(b), Annexure VII(c)…. for each different project.
2. Please provide proof of eligible projects undertaken with a copy of Successful Completion Certificate attached from the Procuring entity. In case Successful Completion Certificate is not available, copy of work order/copy of agreement along with bank statement in respect of the same countersigned by CA must be submitted. <u>The submitted testimonial MUST contain detailed description of work (Scope of Work and TOR) carried out by the Bidder</u>.

ANNEXURE 'VIII' | ANNUAL TURNOVER

<table>
<tr><th>S. NO.</th><th>FINANCIAL YEAR</th><th>ANNUAL TURNOVER (INR)</th><th>Net Worth (INR)</th></tr>
<tr><td>1.</td><td>2021-22</td><td></td><td></td></tr>
<tr><td>2.</td><td>2022-23</td><td></td><td></td></tr>
<tr><td>3.</td><td>2023-24</td><td></td><td></td></tr>
<tr><td>4.</td><td>2024-25</td><td></td><td></td></tr>
<tr><td>5.</td><td>2025-26</td><td></td><td></td></tr>
<tr><td colspan="3">Certificate from the Statutory Auditor

This is to certify that the average turnover of the bidder from in any three financial years is Rs. ____________. (In words) and the net worth in the last three years is Positive

Name of the audit firm:

Seal of the audit firm
Date:</td><td></td></tr>
</table>

(Signature, name and designation of the authorized signatory)

Note:

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder.
- In case, balance sheet are not finalised for FY 2025-26, submit the provisional balance sheet and CA certificate mentioning turnover and net-worth for FY 2025-26.

Note: In case the Balance sheet for FY 2025-26 has not been audited yet then Audited balance sheet for FY 2020-21 to FY 2024-25 shall be considered for evaluation. Applicant has to attached Balance sheet along with profit and Loss Statement duly certified by Chartered Accountant

ANNEXURE 'IX' | FORMAT FOR CV

Name of Firm:	
Name of Professional:	
Position:	
Date of Birth:	
Country of Citizenship/Residence:	

Education:

Name of Institution	Degree Obtained	Year of Obtainment

Countries of work experience:
Employment Record

Name of Organisation	Position Held	Duration (From-To)

Total Work Experience (Relevant): …………………………… (in years)

Brief Write-up of overall experience:
Work Experience:

Detailed Tasks Assigned	Reference to Prior Work/Assignments that Best Illustrates Work Experience
	Name of Assignment: **Year:** **Client:** **Project Details**: **Main project features:** **Position Held:** **Activities performed:**
	.
	.
	.

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring entity.

Name of Expert/ Personnel **Signature** **Date**

Endorsement of HR Department/Head of Academic Department

ANNEXURE 'IX- B' | DEPLOYMENT PLAN

The bidders are required to submit the deployment plan in below format :

Sl. No.	Name	Designation of the resource as per RFP	Experts Inputs in Man months per each deliverable listed in Section 8 of Annexure I			Total Man months per Expert
			D1	D2	D3	
I Design and Implementation Phase						
a		Team Lead				
d		Member1				
e		Member2				
f		.				
g		.				
h		.				
		.				
II DLP Phase						
a						
b						
c						
d						
e						

- Note: The consultant should ensure that the proposed phase wise man months in the deployment plan should be equal to greater than the minimum man months defined against each phase/expert in Annexure I, failing which the Financial Proposal will be adjusted with man-month rate available in the financial proposal.

ANNEXURE 'X' | INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in//eprocure/app .

2. REGISTRATION

(i). Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in//eprocure/app) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.

(ii). As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.

(iii). Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

(iv). Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/TCS/nCode/eMudhra etc.), with their profile.

(v). Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

(vi). Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS

(i). Various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

(ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

(i) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

(ii)

4. PREPARATION OF BIDS

(i) Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.

(ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

(i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(ii) The Bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.

(iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

(iv) Bidder should prepare the Bid Security as per the instruction specified in the tender document. The original should be **posted/couriered/given** in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

(v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.

(vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(viii) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message &a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.

(ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

(i) Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

(ii) Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232.

ANNEXURE 'XI' |PRICE BID FORMAT (To be uploaded on CPP portal in the BoQ only)

The format for uploading the price bid that will be uploaded in the CPP Portal.

Sl. No.		Service Charge (in Percentage) inclusive of all taxes	Service Charge (in Words) inclusive of all taxes
		1	2
I	**Service Charge as PMC for** Construction of 180 Bedded Boys and Girls Hostel Block with Common Canteen at Shyama Prasad Mookherjee Swimming Pool Complex, New Delhi	**To be filled in Online mode in the BoQ available on CPP portal only. Rate submitted in technical bid may lead to disqualification.**	

- **Total Quoted Service charges in percentage (%) should be inclusive of all rates for all manpower proposed by the bidder as part of their proposal.**
- Sf, the Financial Score will be derived as mentioned above

***Taxes will be applicable as per existing government norms.**
***Bidder should consider all overhead costs including taxes while quoting.**

ANNEXURE 'XII' |- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

______________________,

__________________.

WHEREAS _____________________________ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no.______________ dated_____________ for (description of services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee from a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. ________________________ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract 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 or the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier 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 up to -------- days beyond the date of expiry of contract period as per RFP.

(Signature with date of the authorized officer of the Bank)

…………………………………… ……………………

Name and designation of the officer

…………………………………… ……………………

…………………………………… ……………………

Seal, name & address of the Bank and address of the Branch

ANNEXURE 'XIII' |- DRAFT Memorandum of Understanding FORMAT

MOU

MEMORANDUMOFUNDERSTANDING

Between

Sports Authority of India (SAI) an autonomous organization under the Ministry of Youth Affairs & Sports, a PROCURING ENTITY having its Head Office at J.L.N. Stadium, Lodhi Road, New Delhi – 110003

and

……………………………………

for

Appointment of PMC (CPSU) for Planning, Design and Construction under conventional/EPC mode of Contract for Construction of 180 Bedded Boys and Girls Hostel Block with Common Canteen at

Shyama Prasad Mookherjee Swimming Pool Complex, New Delhi.

This, Memorandum of Understanding (hereinafter called "MoU") signed between [Sports Authority of India] (herein after called "PROCURING ENTITY") represented by its Director Infrastructure Division, Sport Authority of India of one part,

And

………………………………………………., (hereinafter called "Project Management Consultant") represented by its………………………on other part.

'Procuring Entity' and 'Project Management Consultant' are also referred to individually as 'Party' and collectively as 'Parties wherever the context so requires.

Whereas 'Project Management Consultant' have agreed to undertake the work of Construction of the abovementioned Work(s) at the abovementioned location(s) for 'PROCURING ENTITY' as a 'Deposit Work' on Project Management Consultant(PMC)basis.

Now, therefore it is agreed between the Parties that:

A. Assigning of Work by PROCURING ENTITY to 'Project Management Consultant':

1. 'PROCURING ENTITY'willprovideallrelevantavailabledocumentsrelatedtoLand,SiteDetails,functional andspace requirements (or Various Facilities, Special Requirements/ Features, and Broad specifications for specialized equipment and plants), layout plan etc. for facilitating Project Execution by 'Project Management Consultant' along with A & E Consultants.
2. 'Project Management Consultant' shall appoint, if any, competent Architectural and Engineering (A & E) Consultant commensurate with size and nature of the work after following due process

B. Approval of Preliminary Project Report (PPR) & Detailed Project Report (DPR)/ Preliminary Estimate (PE)

1. Preliminary Project Report (PPR) shall be prepared by 'Project Management Consultant' based on functional & space requirements as intimated by 'Procuring Entity' and submitted to 'Procuring Entity' for its approval. {It would be a joint endeavour on the part of both 'Procuring Entity' and 'Project Management Consultant' in consultation with consultants & experts to develop Standard Plans & specifications for Works, Services & Plants etc. pertaining to various categories of Works etc.}

2. Based on approved PPR, 'Project Management Consultant' shall prepare Detailed Project Report (DPR)/ Preliminary Estimate (PE) consistent with their norms & standards, containing Milestones and commensurate activities to be accomplished against each Milestone & Baseline Programme in the form of CPM Network depicting clearly the Date of Start and Completion of the work and submit it to 'Procuring Entity' along with all relevant input information, documents and Drawings etc. for approval of 'Procuring Entity', 'Project Management Consultant' shall use their departmental procedures & manuals for preparing the Detailed Estimates. ' Procuring Entity' shall accord approval to DPR/ PE containing Milestones and commensurate activities to be accomplished against each Milestone & Baseline Programme in the form of CPM Network and issue Administrative Approval (A/A) &. Expenditure Sanction (E/S).

3. On receipt of the Administrative Approval (A/A) and Expenditure Sanction (E/S), the 'Project Management Consultant' shall prepare and accord Technical Sanction (TS) to detailed and coordinated design of all the Architectural, Civil, Electrical, Mechanical, Horticulture and any other services included in the scope of the sanction and of the Detailed Cost Estimates containing the detailed specifications and quantities of various items prepared on the basis of the schedule of rates maintained by Railways/CPWD or other Public Works Organizations.

C. Release of Funds, Payment of Bills

1. 'Procuring Entity' shall accord Administrative Approval (A/A) and Expenditure Sanction (E/S) to preliminary estimate submitted by 'Project Management Consultant' and release the initial deposit 10% of the estimate amount to 'Project Management Consultant' if the estimate cost is up to **Rs 23.20 (approx.)**. If the estimate cost of the work exceeds **Rs 23.20 (approx.)** the initial deposit may be Rs. **Rs 2.32 (approx.)** + 5% of the estimated cost beyond **Rs 23.20 (approx.).** The initial deposit shall be deposited soon after accord of A/A & E/S. The subsequent fund demands should be released as per the requirement projected in form 65 CPWD manual along with Utilization certificate (GFR 12C), Progress report and latest photographs of the project. The deposit of 2.5% of the tender cost shall be retained by 'Procuring Entity' and will be released against submission of final bills.

2. The fund subsequent to Initial Deposits shall be released by 'Procuring Entity' to 'Project Management Consultant' within 4 (four) weeks of submission of request by 'Project Management Consultant' along with all documents as described in Clause – C 1, above. As per the monitoring of physical and financial progress indicators, 'Procuring Entity' will take necessary steps for recoupment of the monthly expenditure

incurred. Advance recoupment up to 10 % of tender value can be claimed by the PMC with every fund demand.

3. If any fund requirement is specifically made by ‘Project Management Consultant’ after the work has been assigned to ‘Project Management Consultant’ for undertaking pre-construction activities related to the Project Execution etc., the same shall be released by ‘Procuring Entity’ within 2 (two) weeks of such specific demand provided the amount is within ceiling limit of Rs 25 lakhs (twenty-five) lakhs. The amount so released to ‘Project Management Consultant’ shall be adjusted from, Initial Deposit amount.

4. ‘Project Management Consultant’ shall intimate ‘Procuring Entity’ about any excess expenditure likely to be incurred over and above the approved Projected Cost, as soon as it comes to the knowledge along with reasons and justifications thereof for necessary approvals from ‘Procuring Entity’ before continuing/ incurring the extra/ additional expenditure.

5. The ‘Project Management Consultant’ shall be responsible for certifying and making payment of Bills of the Contractors/ Agencies engaged by them and make available Final Statement of Accounts in Standard Format to ‘Procuring Entity’ & also provide copies of Final Bills for all Contract Packages and other expenditure incurred related to Project Construction after the Completion of the Work. In addition, should ‘Procuring Entity’ ask for any other details from ‘Project Management Consultant’ regarding Utilization of Fund at any stage, Detailed Estimates, Technical Sanctions, Award of Works, Running Bills etc., the same shall be provided by ‘Project Management Consultant’ readily

6. The ‘Procuring Entity’ shall settle compensation/ levies, if so required to be paid based on recommendation by ‘Project Management Consultant’ related to the Project works, under extant Workmen’s Compensation Act or any other Act or Law of the Central or the State Government.

A. Execution of Work

1. The ‘Project Management Consultant’ shall obtain necessary Statutory Approvals/ Permission/ Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like District Authorities, Municipal Corporation, Panchayati Raj Institutions, Town Planning Board, Electricity Board/ Fire Department, State/ Central Pollution Control Boards, State/ Central Environmental Authorities, Forrest and Wild-life authorities etc (for e.g. removal of trees, re-locating utilities; conversion of railway level crossings, laying of railway sidings needed by the work; traffic control; mining of earth and stone; interfering protected monuments; blasting permission, environmental/ forest& wild-life clearances; to start the work have been obtained. The ‘Procuring Entity’ shall be responsible for providing all assistance to ‘Project Management Consultant’ in this process.

2. Works shall not be awarded by ‘Project Management Consultant’ to contractor till all statutory approvals/ certificates/ permissions required for taking up the work, are in place.

3. ‘Project Management Consultant’ shall make the work site encumbrance freeby

shifting of the high-tension line and underground pipelines passing through the site.

4. ‘Project Management Consultant’ shall permit ‘Procuring Entity’ to inspect or monitor the works, either itself or through Project Monitoring Group (PMG) as and when it desires for assessing actual progress and quality of construction and any other aspects.

5. ‘Procuring Entity’ shall provide security clearance and ensure free access for ‘Project Management Consultant’ staff/ Employees and their workers working at Work site in case these are required. ‘Project Management Consultant’ shall provide necessary support in this process.

6. ‘Project Management Consultant’ shall ensure adequate availability of manpower & material by their contractor.

7. ‘Project Management Consultant’ shall ensure that it’s Contractor(s) implement required Health, Safety & Environmental (HSE) practices at the Construction Sites and they also comply with all statutory obligations related to workmen deployed at the Construction Site. ‘Project Management Consultant’ will act as Principal Employer in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work.

8. ‘Procuring Entity’ shall permit and facilitate to the ‘Project Management consultant’ all utilities required for construction e.g. drawl of Ground Water, obtaining electricity connection, putting up Labour Camps/ Huts inside the available space for facilitating construction by contractors engaged by ‘Project Management Consultant’. ‘Project Management Consultant’ shall provide necessary support in obtaining permission, if any, of Local Bodies in this regard. The actual cost in this regard shall be reimbursed by ‘Procuring Entity’.

9. As soon as the work is allocated, ‘Project Management Consultant’ shall prepare and submit to ‘Procuring Entity’ an Integrated Programme Chart for the execution of work showing clearly all activities from the start of work to completion of work with details of manpower and other input information required for the fulfillment of the timelines given therein. ‘Project Management Consultant’ will intimate ‘Procuring Entity’, Project Team, both on - site and off-site, starting from Chief Engineer to Junior Engineer associated with execution of the work. The Programme Chart should inter-alia include descriptive note explaining sequence of the various activities, Critical Path Method(CPM) Network Milestones etc. This will form Base Line Programme and the subsequent progress of the work shall be reviewed with reference to this during periodic Progress Review Meeting preferably monthly. Any increase in time period from the Base Line Value shall be construed as Time Overrun.

10. ‘Project Management Consultant’ shall be responsible for providing Physical Progress Reports to ‘Procuring Entity’ in the form of Critical Path Method (CPM) Network on monthly basis for reviewing of the progress of the work vis - a vis Base Line Programme and taking all necessary remedial actions, after taking into account ‘Procuring Entity’s observations made in respect of quality and progress of the work during the monthly/ periodic Project Review Meetings and also to ensure timely completion of work as per mutually agreed time-schedule/ milestones and within agreed Cost.

11. 'Project Management Consultant' shall also be responsible for providing to 'Procuring Entity' Financial Progress Reports of the project and up to date Expenditure incurred on the work on monthly basis along with Certificate of Utilization of Fund against Fund earlier released to 'Project Management Consultant' by 'Procuring Entity'.

12. 'Project Management Consultant' shall be responsible for total Project Management including day-to-day supervision of works, maintenance of all project records and executing the work as per prescribed guidelines, their own Works Manual, Codes, Books of Specifications etc and also in accordance with relevant and extant provisions of General Financial Rules (GFR), 2017.

B. Project Management, Cost and Time Control

1. 'Project Management Consultant' shall implement a system of 'Project Team Concept' with dedicated group of Engineers under single and unified command for implementation of projects from concept to completion and call composite tenders to reduce the number of packages for better management. 'Project Management Consultant' shall be obliged to adopt all the above said measures to successful completion of the works within Approved Cost and agreed Time period.

2. 'Project Management Consultant' shall be responsible for managing the Project from concept to commissioning effectively and efficiently to ensure desired/ proportionate pace of progress and completion of work is achieved progressively vis-à-vis approved Plans & Specifications and in Terms and Conditions of the MOUs, and mutually agreed milestones and timelines and approved cost, taking with due diligence all required pro-active remedial measures including provision of stringent and elaborate enforceable Clauses to this effect and also making time as the essence of contract in the Bid and Contract Documents. 'Project Management Consultant' shall provide for clauses in the contract and established procedure to recover liquidated damages from their contractors/ agencies. The liquidated damages recovered from the contractor for delay, if any, shall be credited to 'Procuring Entity' in the project accounts.

3. 'Project Management Consultant' be responsible for maintenance of all project records and executing the works as per prescribed guidelines, their own Works Manual, Codes, Books of Specification etc and also in accordance with relevant and extant provision of General Financial Rules (GFR), 2017.

4. The approved Initial Project Cost should not exceed during execution of the Project except in case of extra work over approved estimate carried out at the request of 'Procuring Entity' etc. No additional expenditure over and above the earlier approved Project Cost shall be incurred by 'Project Management Consultant' without prior approval of 'Procuring Entity'. Upward Revisions in either Cost or Timeline should be an exception rather than a rule and for achieving this objective, all required efforts shall be made by 'Project Management Consultant'

5. At any time, it appears to 'Procuring Entity' that the actual progress of the work does not conform to the approved programme referred above and intimated to 'Project Management Consultant' by 'Procuring Entity', detailed reasons and justifications for such delays shall have to be provided by 'Project Management Consultant', which shall be examined by Procuring Entity/PMG to re-Schedule the Programme, if any.

Quarterly progress Review Meetings preferably monthly shall be held between 'Project Management Consultant' and 'Procuring Entity' for reviewing the progress of works based on Baseline Programme/ Milestones etc. and also for resolving co-ordination issues, if any including fixing priority of some works, facilities and services for their early completion and handing over to 'Procuring Entity' for putting item to use for intended purpose. A&E Consultants may also participate. 'Project Management Consultant' will also designate a nodal officer in respect of specific work for coordinating with 'Procuring Entity' and A & E Consultant. Such designated nodal officer shall be suitably empowered and authorized to lake decisions in work related issues so that delays is minimized for achieving timely completion of work.

C. Disputes, Enquiries and Queries

1. 'Project Management Consultant' shall be responsible for observing due diligence and adopting all possible measures at various stages of work execution so as to avoid Arbitration/ Litigation end other hindrances and the work is completed within optimum cost and time in hassle free environment.
2. 'Project Management Consultant' shall be responsible for defending all Arbitration and Court Cases arising out of execution till defect liability period examining the Arbitration Award/ Decree of Court or Law/ liability by appropriate authority in 'Project Management Consultant' and forwarding the same along with a comprehensive report on the circumstance leading to the Arbitration/ Court Cases and the reasons and justification as to why an appeal against such awards/ decree was not considered necessary briefing out inter-alia details of the award and clear cut recommendations. The decision of the competent authority in 'Project Management Consultant' to decide about acceptance, appeal of award or challenge the same in a Court of Law will be made in agreement with the 'Procuring Entity'.
3. 'Procuring Entity' shall settle and pay the final claims which may be decreed by a Court of Law, Tribunal or by award of an Arbitration in relation-to the-deposit work, based on recommendations of 'Project Management Consultant'.
4. 'Project Management Consultant' shall be responsible for redressing and complying with the observations of CTE/ CVC, Auditors, Statutory Authorities, Local Bodies, Municipal Corporation etc. pertaining to the work under intimation to 'Procuring Entity'. Providing all work-related information promptly to 'Procuring Entity' for replying to Parliament Questions, queries from various Constitutional & Statutory Authorities.

D. Completion and Handing-over of Completed Work and Facilities

1. 'Project Management Consultant' shall obtain work Completion/ Occupancy Certificates & Clearances for completed Work and Facilities before handing over the same to 'Procuring Entity' for putting them to functional use. 'Procuring Entity' shall provide all assistance in this process.
2. 'Project Management Consultant' shall hand over to 'Procuring Entity' or its Authorized Representative completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Structural Stability Certificate, Specifications fulfilling all techno-functional requirements agreed with 'Procuring Entity' along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (

SOP) for Equipment's and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc.

3. On completion of the work, a Project Completion Report (PCR) shall be submitted by 'Project Management Consultant' duly bringing out the Final Project Completion Cost, Total Time period taken to complete the work and also completed Project Components as against the approved Cost, Time and Project Components. The PCR shall be submitted along with Final Project Accounts including return of unspent balance amount to 'Procuring Entity' within one month of settlement of audited final bills of the contractor/ other agencies deployed on the work by 'Project Management Consultant'.

E. Termination of MoU

1. If 'Procuring Entity' decides to terminate this MOU or decides to drop/ abandon the work after substantial preliminary work has been done by 'Project Management Consultant' on the work, both 'Project Management Consultant' and 'Procuring Entity' shall mutually decide the loss incurred by 'Project Management Consultant' for payment by the latter to the former. In case of abandonment of project/ work by 'Procuring Entity' during construction stage, 'Procuring Entity' shall pay to 'Project Management Consultant', after determining the value of the works, goods and contractors documents and any other sums clue to them for work executed in accordance with the MOU, to help out to liquidate only such liabilities as were squarely needed towards construction/ consultant agencies engaged on the work, in a fair and reasonable manner.

F. Miscellaneous

1. Disputes between 'Procuring Entity' and 'Project Management Consultants': As dispute resolution mechanism for implementation of the provisions of this MoU, at the first instance the issues involved shall be brought before Director Infra, SAI of 'Procuring Entity' and concerned Chief Engineer of 'Project Management Consultant' for their resolution. In case, however, disputes/ differences between the parties do not get resolved, the matter shall be escalated to higher level in 'Procuring Entity', and 'Project Management Consultant', who shall be above the level of CE in the respective organizations. They shall submit a comprehensive report and recommendation to 'Procuring Entity' and 'Project Management Consultant' for facilitating to come on conclusion to final decision in the matter.

2. Individual and joint responsibilities of the Parties shall be as per clauses mentioned above.

3. No amendment in Terms & Conditions of the MoU shall be valid and effective unless it is in writing and duly signed by authorized representatives of 'Procuring Entity' and 'Project Management Consultant'. Each party shall give due consideration to any proposal for amendment/ modification to be made by other party with proper justifications thereof.

4. Provisions, if any, made in respect of deposit works in 'Project Management Consultant's Works Manual or Codesshall be examined by the Procuring entity and the procuring entity may have the discretion to choose between old and modified provision of the manual for execution of 'Procuring Entity' works by 'Project

Management Consultant'.

5. Penalty provisions shall be as per Clause 21 of the RFP and Deliverables timeline of the project shall be as per Clause 4 of the Annexure I (Scope of Services).

6. In the event of any omission, inconsistency, or matter not specifically addressed in this MoU, the provisions of the RFP and the terms and conditions forming part thereof shall prevail.

For and On Behalf of SAI	For and On Behalf of PMC
Signature	Signature

Witnesses

1.
2.

Date: ....

Place: ....

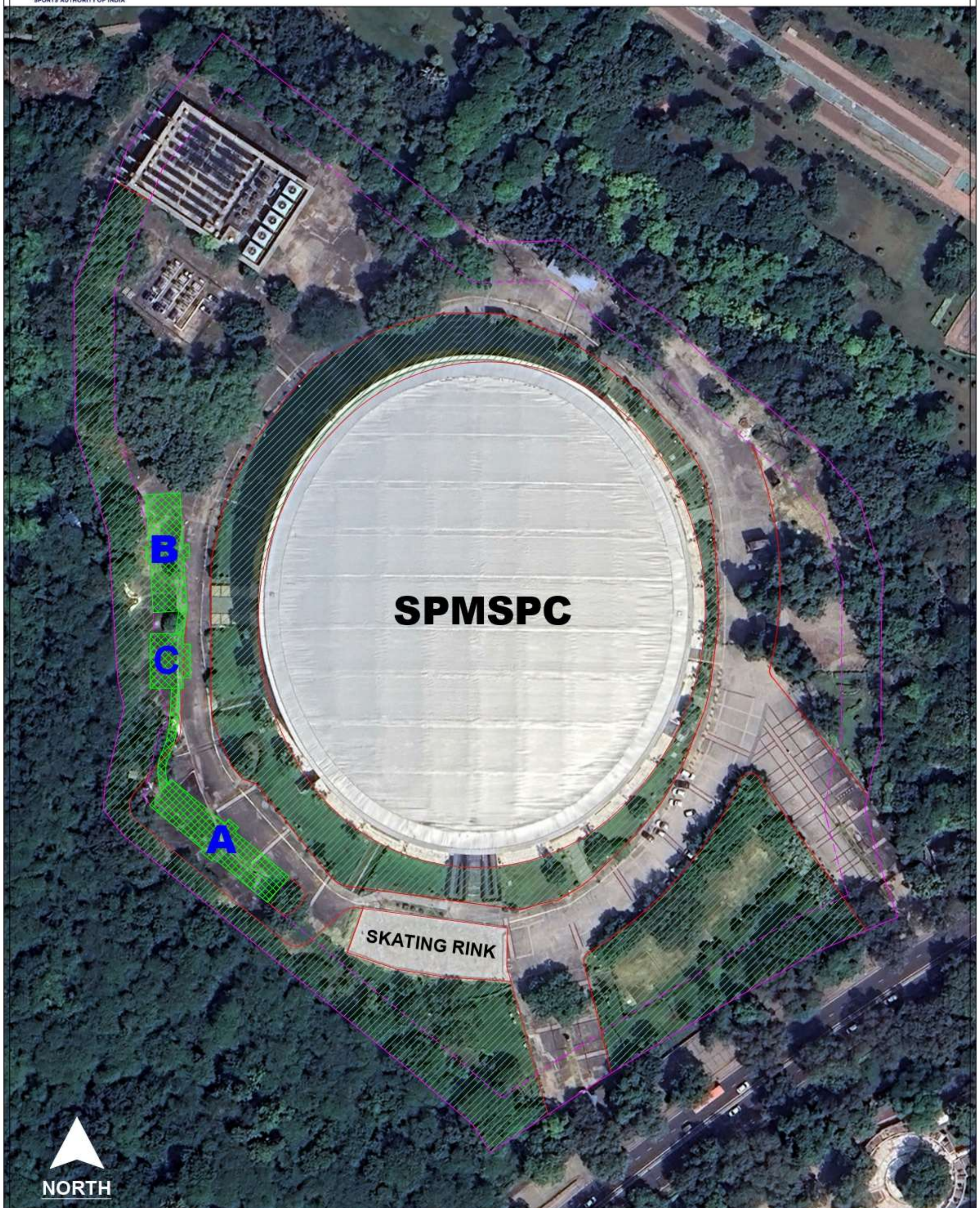
Annexure-XIV: Drawings and Layouts of the Facility to be Constructed

SAI
भारतीय खेल प्राधिकरण
SPORTS AUTHORITY OF INDIA

Construction of
180 Bedded Boys and Girls Hostel Block
with Common Canteen

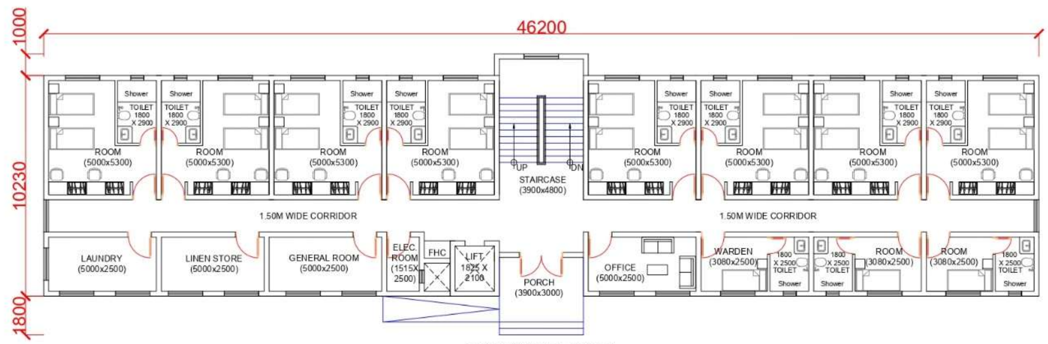
at Shyama Prasad Mookherjee Swimming Pool Complex, New Delhi

PROPOSED HOSTEL NEW LOCATION IN SPMSPC

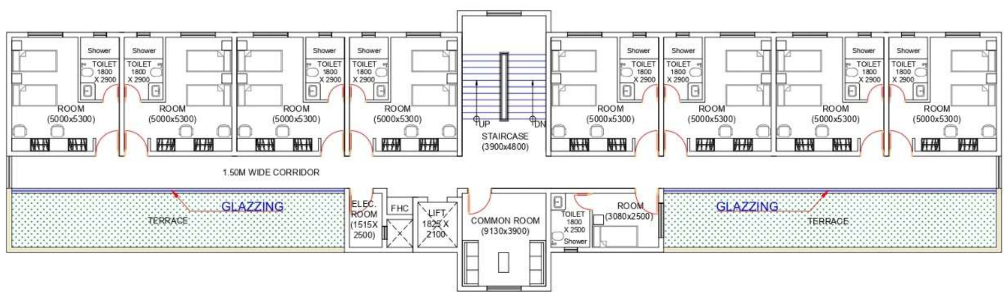


A	B	C	
BOYS HOSTEL (G+5) 103 BEDDED (46.18X10.23)	GIRLS HOSTEL (G+5) 77 BEDDED (35.72X10.23)	CANTEEN 52 SEATER (12.18 X 16.51)	2.4M WIDE CONNECTING SHADED PATHWAY

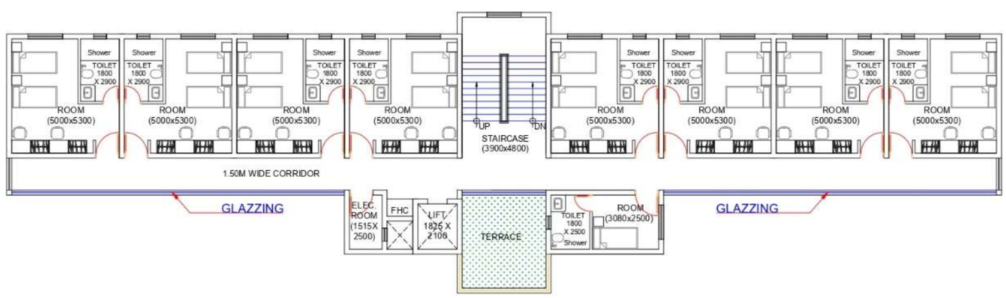
BOYS HOSTEL (46.20X10.23)
(G+5) 103 BEDDED
(CONCEPTUAL PLAN)



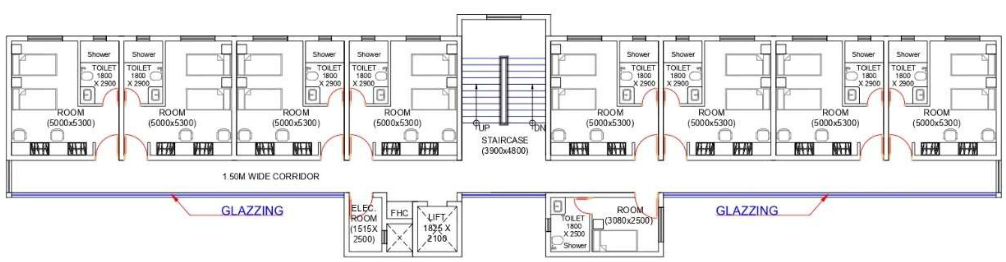
GROUND FLOOR



FIRST FLOOR



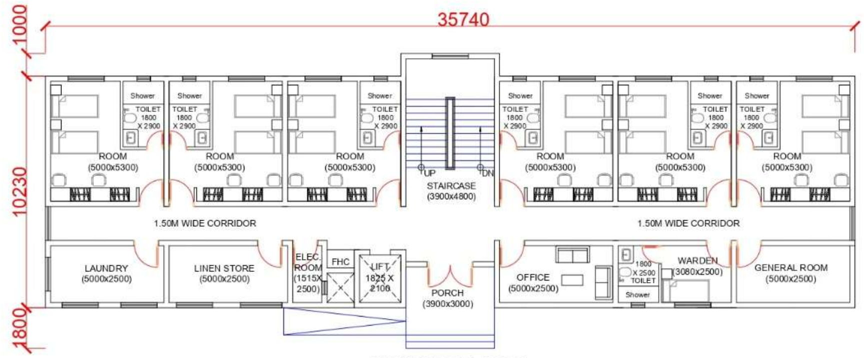
SECOND FLOOR



3RD, 4TH, 5TH FLOOR TYPICAL PLAN

SAI
भारतीय खेल प्राधिकरण
SPORTS AUTHORITY OF INDIA

GIRLS HOSTEL (35.74X10.23)
(G+5) 77 BEDDED
(CONCEPTUAL PLAN)



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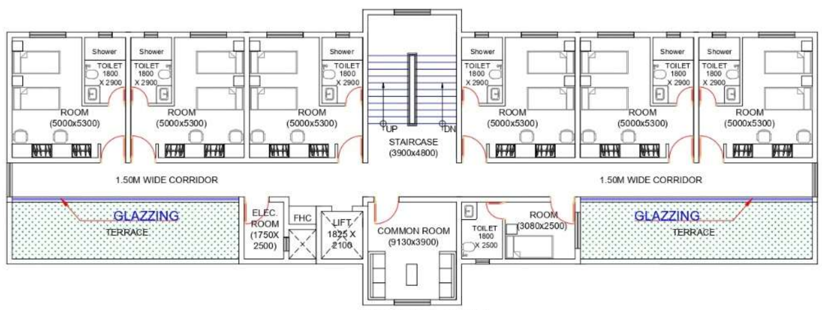

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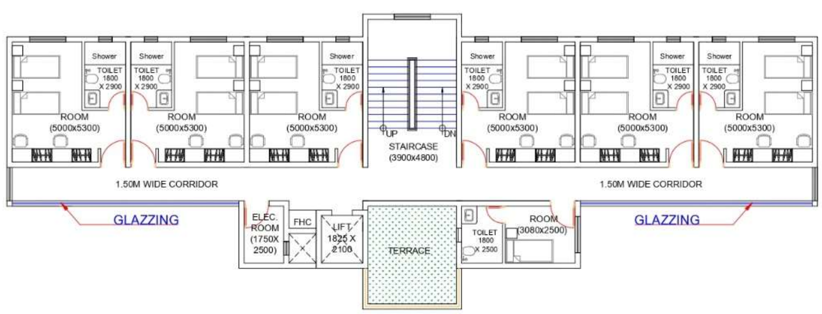
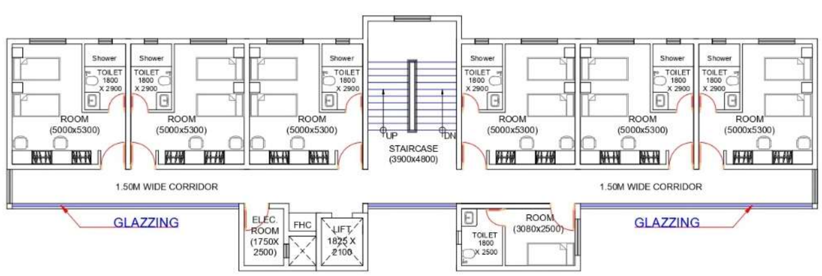
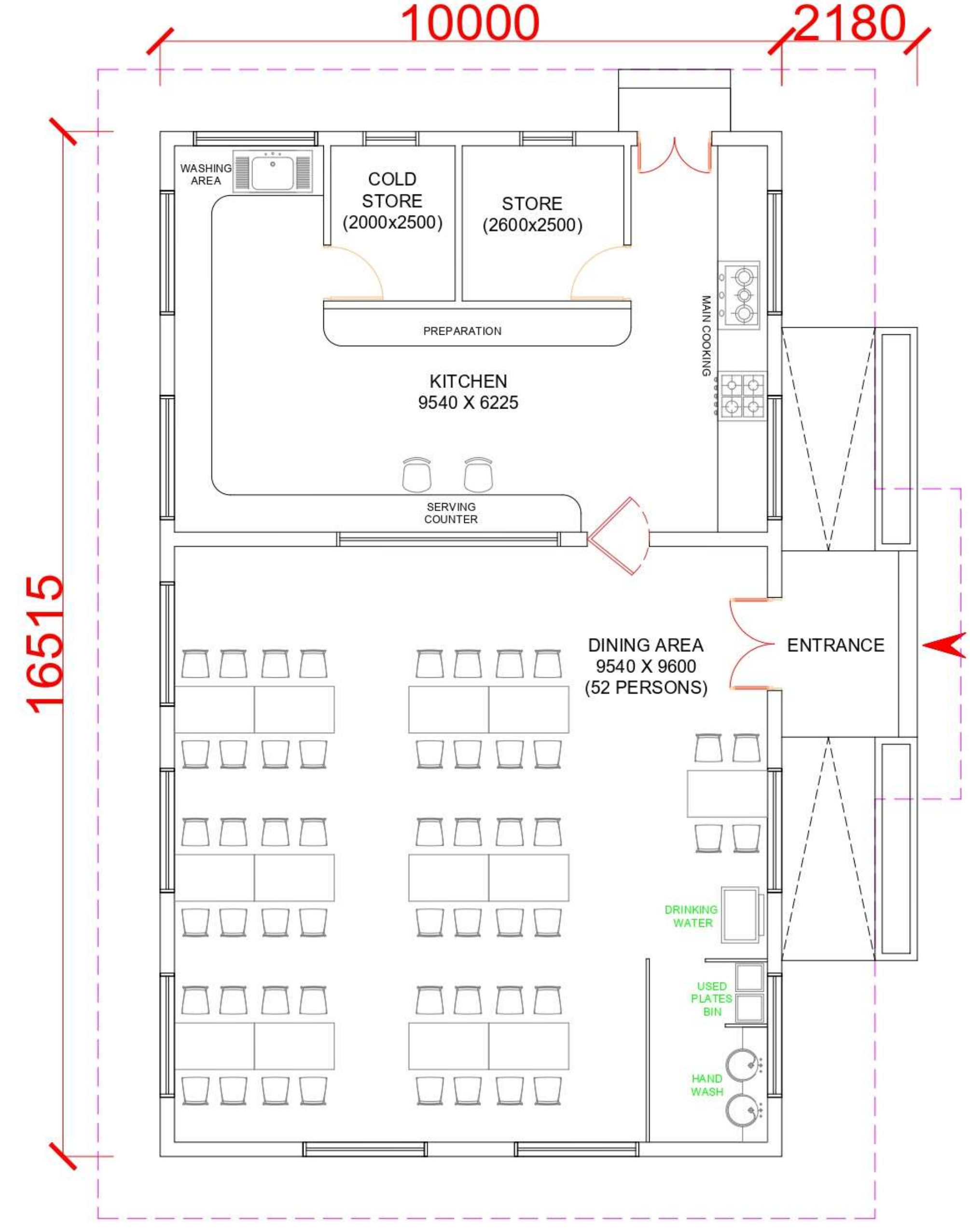


SECOND FLOOR



3RD, 4TH, 5TH FLOOR TYPICAL PLAN

ATHLETES CANTEEN (12.80 X16.51)
52 - SEATER (SHED STRUCTURE)
(CONCEPTUAL PLAN)



Digitally signed by kailash chand meena
Date: 2026.09.14 14:53:26 IST
Location: eProcure-EPROC