

NOTICE INVITING TENDERS
(NATIONAL COMPETITIVE BIDDING)
SHIVAJI COLLEGE, UNIVERSITY OF DELHI
RING ROAD, RAJA GARDEN
NEW DELHI -110027

Online bids are invited on single stage two bid system to grant “License for Sports Ground” (for upkeep and maintenance of Shivaji College Sports Ground). The college is desirous of permitting external agencies/individuals/group of individuals for the use of College Sports Ground for playing / organizing of matches / tournaments / game practice and operating academies in the Cricket ground, Football ground, Tennis court, Volleyball Court and Basketball court. **MANUAL BIDS SHALL NOT BE ACCEPTED.**

2. **Document Download:** Tender documents may be downloaded from Shivaji College, University of Delhi web site - <http://www.shivajicollege.ac.in/tender.php> and CPPP site - <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

CRITICAL DATE SHEET

Published Date	29-05.2019 (4:30 PM)
Bid Document Download / Sale Start Date	30-05.2019 (9:00 AM)
Pre-bid meeting Date	10-06.2019 (10:00 AM)
Bid Submission Start Date	10-06.2019 (10:30 AM)
Bid Submission End Date	20-06.2019 (10:00 AM)
Bid Opening Date	21-06.2019 (10:30 AM)

3. Bid Submission:

Bids shall be submitted online only at CPPP website:
<https://eprocure.gov.in/eprocure/app>.

Tenderer/Contractor are advised to follow “Instructions To Bidder for Online Bid Submission” provided in the Annexure “ ” for online submission of bids.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstances will father and his son(s) or other close relations

who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as competitor. A breach of this condition will render the tenders of both parties liable to rejection. Not more than one tender shall be submitted by any licensee / trust or societies / trusts having kinship relationships.

5. Tenderer who has downloaded the tender from the Shivaji College, University of Delhi website <http://shivajicollege.ac.in/Staffctrl/Tender> and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app>, **shall not tamper/modify the tender form including downloaded financial Bid template in any manner.** In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with Shivaji College.

6. Intending tenderers are **advised to visit again** Shivaji College website <http://www.shivajicollege.ac.in/> and **CPPP** website <https://eprocure.gov.in/eprocure/app> **regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.**

7. Applicant/ bidder must provide non-refundable demand draft of Rs. 5,000/- (Rupees Five thousand only) with their application/downloaded tenders as the cost of tender forms/ documents in favour of **Principal, Shivaji College, payable at New Delhi.** issued by any Nationalized/ Scheduled Bank having validity for three months.

All applicable bank charges are to be borne by the applicant and the applicant shall have any no claim what so ever on this account on Government. In case of re-tendering, the firms, which have submitted the Demand Draft (DD) in earlier calls will require to submit DD along with their tender/application in subsequent calls also. Tender not accompanied with the cost of tender documents is liable to be rejected. However, public sector undertaking / Govt undertaking firms are exempted from the payment towards cost of tender documents.

EMD Payment:

Earnest Money Deposit of Rs. 2,00,000 is to be deposited through Demand Draft in favour of Principal, Shivaji College, payable at New Delhi. Bidders are required to submit the details of EMD (**bearing no interest**) payment at the time of Bid Preparation.

8. The **Hard Copy of original instruments** in respect of cost of tender document, earnest money, audited Balance Sheet, Income Tax return for last three years and detailed plan for maintenance of sports ground must be delivered to the **Principal, Shivaji College, Ring Road, Raja Garden, New Delhi – 110027 on or before bid opening date/time as mentioned in critical date sheet.** Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD etc.,

against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non-refundable.

9. The bidders should have the minimum **NET WORTH of Rs. 50 lacs in each** of the last 3 financial years (2015-16, 2016-17 and 2017-18). Net Worth certificate from Chartered Accountant along with relevant proof for supporting the same shall be submitted.

OR

The Bidder should have experience in maintenance of ground and arranging tournaments/ operating coaching academy in the **Government Departments/ Corporates/ Societies/ club/ institution** for the last 3 years (2015-16, 2016-17 and 2017-18). Relevant proof for supporting the same shall be submitted.

AND

Audited Balance Sheet and Income tax return for the last three years (2015-16, 2016-17 and 2017-18).

AND

Company/firm should have at least one director/member in their company/firm who is/are state players and having at least 20 matches' experience at senior level in the games. Relevant proof for supporting the same shall be submitted.

10. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**. After online opening of Technical-Bid, the results of their qualification as well Financial-Bid opening will be intimated later.

11. **License Period:** The College will grant license initially for period of **THREE YEAR**, which may be extended for another **THREE** year on the same terms & conditions, subject to the satisfactory maintenance report from the College Authority.

12. **Security Amount (Performance Guarantee):** Highest Bidder will be required to furnish 25% annual license amount of Sports ground in the form of Demand draft/ Bank Guarantee in favour of Principal, Shivaji College at the time of license agreement. No interest will be given on the security amount (Performance Guarantee).

13. The College authority reserves the right to give all five fields/courts to one or separately to the highest bidder.

14. **Penalty :-** In case of non-compliance of any terms & conditions of the agreement, the College reserves the right to impose penalty, forfeit the EMD or Security Amount and terminate the contract with immediate effect.

15. License amount will be paid in advance quarterly.

16. The licensee shall at its own cost, if required, take necessary insurance cover in respect of the aforesaid services to be rendered to the College and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act, Workman's Compensation Act, 1923, payment of Wages Act, 1936, The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965. The Minimum Wages Act, 1948, Employment of children Act, 1938 and/or any other Rules/regulations and/or statutes that may be applicable to them and shall further keep the College indemnified from all acts of omission, fault, breaches and/or any demand; loss; injury and expense arising out from the non-compliance of the aforesaid statutory provision.

17. The college with sufficient justification at its discretion to relax any of the condition/s mentioned in tender document and/or increase any criteria to short list the bidders during scrutiny of tender.

18. The quoted amount must be inclusive of all maintenance charges by whatever name called mentioned in tender documents.

19. In case of tie between two or more bids, decision of Principal will be final on recommendations of committee after recording reasons in writing.

OTHER TERMS AND CONDITIONS FOR “LICENSE OF SPORTS GROUND”

- i. Licensee shall use the College Sports Ground for playing / organizing of matches / tournaments / game practice and operating academies in the games of Cricket, football, volleyball, basketball and tennis.
- ii. Licensee shall not sublet the College Sports Ground (or, any part thereof) to any other party in any condition. If it is found at any stage of the license period that the Licensee did the aforementioned act, then licensee shall have to vacate the sports ground immediately or act upon on any action against licensee as deemed fit.
- iii. Licensee shall not claim any tenancy in respect of the College Sports Ground under any circumstances.
- iv. Licensee shall not use the facility for any other purpose/event whatsoever besides what has been agreed upon and shall not claim any right/title/interest therein.

- v. Licensee shall provide adequate Ground staff including attendants, ground men, housekeeping staff, security guards, and horticulture specialists etc.
- vi. Licensee shall fulfil all statutory obligations under any act by whatever name called during the license period.
- vii. Licensee will have to provide all necessary ground maintenance equipment such as grass cutting machine, rollers, hygiene products, brooms etc. whatever name called.
- viii. Licensee will directly pay all bills with respect to electricity/water consumed for in the operation and maintenance of the ground and submit the same to the college.
- ix. Licensee shall install a pipeline at its own cost to bring fresh drinking water directly from the concerned agencies (such as DJB main pipeline) after getting requisite permissions.
- x. Licensee shall not do anything in the ground which in the opinion of the college may be considered a nuisance or illegal.
- xi. The Licensee shall not transfer its rights/obligations, or change the membership & responsibilities of its office bearers, without intimation and approval of the College. The college has the right to discontinue the agreement in case of such breach.
- xii. Licensee shall take maintenance satisfactory report from the college on the last day of every month without which it shall not be allowed to use the facility during the next month.
- xiii. Any staff as deputed by the Principal can inspect the sports ground during licence agreement. Licensee shall coordinate during the inspection/s. Licensee shall not object to inspection by any authorised person nominated by the college authority and facilitate for the same.
- xiv. Licensee may vacate the College Sports Ground after giving three months notice in writing in advance, subject to clearance from the college authority.
- xv. Licensee shall not demolish/damage any of the facilities (infrastructure/maintenance) available in the ground, even if that facility has been renovated/repaired/developed during the license period and/ or even upon the expiry/cessation/termination license agreement.

- xvi. Licensee shall give peaceful possession on the expiry/cessation/termination license agreement after clearing all dues, taxes etc. by whatever name called.
- xvii. Licensee and its clients shall not be allowed for the usage of the parking space in the college ground at any time.
- xviii. Licensee shall give at least 30% discount to the College Students at its coaching academy during the contract period.
- xix. Other terms and conditions will be decided mutually at the time of finalizing license agreement (includes an arbitration clause in case of dispute between the college and licensee).

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PRINCIPAL

SUBMISSION OF TENDER

The tender shall be submitted online in two part, viz., technical bid and financial bid.

All the pages of tender being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

TECHNICAL BID

The following documents are to be furnished by the bidder along with Technical Bid as per the tender document:

- 1) Signed and Scanned Copy of Tender fee and EMD,
- 2) Signed and Scanned copy of GST certificate, PAN No. EPF & ESI Registration No, List of Directors with qualifications and experience etc.
- 3) Signed and Scanned Copy of Incorporation certificate shall be submitted. (partnership deed in case of partnership firm, Memorandum and Article of Association in case of limited company, ownership certificate in case of sole of proprietary firm and Power of Attorney in favour of authorized signatory in case the firm is not a proprietary firm, Registration certificate /Trade license certificate/ Enlistment certificate / Incorporation certificate in any Govt. deptt. / Statutory body / PSU).
- 4) Signed and scanned copy of supporting documents as mentioned at point 9 of NIT (Page No. 3).
- 5) Signed and Scanned copy of Tender Acceptance Letter. **(Annexure –I)** and technical specifications **(Annexure –II)**
- 6) Signed and Scanned Copy of detailed plan for maintenance of sports ground along with Coaching Academy functions, permission date & time as mentioned in technical specifications **(Annexure –II)**.

FINANCIAL BID

Schedule of financial Bid in the form of BOQ XXXX .xls

The below mentioned Financial Proposal/Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded financial Bid template in any manner.** In case, the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with the college.

S.no	Particulars	Bid to be quoted by bidder (in Rs.) p.a.
1	Cricket Fields main ground and practice pitches	
2.	Football ground	
3.	Tennis court	
4.	Basketball Court	
5.	Volleyball Court	

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

**The Principal,
Shivaji College, University of Delhi
Raja Garden, Ring Road
New Delhi - 110027**

Sub: Acceptance in respect of Terms & Conditions of Tender Document of
“.....”
Ref: NIT NO-Dt.

Sir,

- i. I/We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the web site <http://eprocure.gov.in/eprocure/app>.
- ii. I/We hereby certify that I/We have read all the terms and conditions of tender document (including all annexure(s), schedule(s), drawing(s), etc.), which shall form part of the contract and I/We shall abide hereby all terms & conditions contained therein.
- iii. The Corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- iv. I/We hereby unconditionally accept all the terms and Conditions of above mentioned tender document and corrigendum(s) as applicable.
- v. In case, any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of earnest money deposit.
- vi. I/We confirm that our bid shall be valid up to 120 days from the date of opening of cover-1, Techno-commercial Bid.
- vii. I/We confirm that our bid as indicated in the BOQ is after maintenance and development charges of sports ground by whatever name called.
- viii. I/We hereby certify that all the statements made and information supplied in the enclosed Annexures and additional data etc. furnished herewith are true and correct.

- ix. I/We hereby certify that all technical specification will be strictly followed during the licensee agreement.
- x. I/We understand that you are not bound to accept the highest or any bid you may receive.
- xi. I/We certify that comply with the eligibility requirements are as per tender documents.
- xii. I / We do hereby declare that our Firm has no any relative in your institution.
- xiii. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking

Seal and Sign of Agency

TECHNICAL SPECIFICATIONS

1. The College would permit/allow to the licensee for the usage of sports ground of the college in the following manner:
 - a. **Main cricket ground**
For organizing matches: Between 7:00/8:00 am to 3:00/4:00 pm (depending on season), only on Mondays, Wednesdays, Fridays, Saturdays and Sundays.
 - b. **Practice in Pitches / Nets, Football ground, Tennis court, Volleyball Court and Basketball court –**
For operating Coaching Academy / Matches for a maximum of four days per week (to be decided at the time of agreement), not exceeding four hours per day (post 3:00 pm).

Maintenance services required to be undertaken: On all other days and times, the above mentioned facilities shall be available for use by the college as it may deem fit.

In lieu of the permission for use of the ground, the licensee shall maintain the playground/court which shall include (but not limited to) activities such as repair and renovation, levelling the ground, laying the required mud/earth for it, manuring, grassing, weeding, irrigating the ground, sweeping and cleaning of toilets, bathrooms, changing rooms and all other rooms already available on the ground and also all rooms/infrastructure which shall be installed/constructed in future.

2. If need be, the College can intimate the licensee three days in advance to utilize the sports ground for its events/ activities on the days/ dates as mentioned at Point No. 1 and it will be mandatory on the part of licensee to vacate and provide the area to the College for its use.

3. The agreement may be terminated by giving three months' notice by either party. However, if it has been found that there is any material breach, gross misconduct, negligence, non-compliance on the part of the licensee, the College shall have the right to revoke the contract without any notice whatsoever.
4. The licensee will be responsible for the upkeep & maintenance of the entire Sports Ground (comprising the Parking, Tennis Courts, Football Ground, Volleyball Court, Basketball Courts, Athletic Tracks, Cricket Ground & any other facility, currently available in the ground and to be constructed/developed in future) at all days & times whether it is being used by licensee or not.
5. Equipment purchased & infrastructure developed, repaired and maintained shall at all times be the sole property of the college.
6. All the developmental work (including repair and maintenance) undertaken by the licensee at its discretion shall be executed with the permission of and to the satisfaction of the college.
7. The College shall have the exclusive control and possession of the college sports ground. The Licensee at all times shall not claim exclusive possession of the College Sports Ground. The agreement is not intended to create any interest in the College Sports Ground in favour of the Licensee, and is intended to allow the Licensee to utilize and maintain the college sports ground as per the terms & conditions of the agreement.
8. The Licensee shall not do anything in the College sports ground which may reasonably be considered a nuisance, or cause nuisance to the students, teachers and other staff of the college.

9. The licensee shall use the college sports ground only for activities as set in terms of the clauses set forth herein and shall not use the college sports ground for any non-sports health or fitness activities such as marriages, rallies, etc.
10. The licensee shall not claim any compensation in lieu of the money spent by it for developing, maintaining and upkeep of the college sports ground during the term of the agreement, or thereafter at any time.