



**Request for Proposal (RFP)**  
**to**  
**Provide Coaching and Operations & Maintenance of Olympic Size Swimming Pool (50X25m) with**  
**Kids Pool (12X10m)**

## 1 Disclaimer:

This RFP document for “Provide Coaching and Operations & Maintenance of Olympic Size Swimming Pool (50X25m) with Kids Pool (12X10m)” contains brief information about the scope of work and selection process for the Successful Applicant. The purpose of the RFP document is to provide the Applicant with information to assist the formulation of their Proposal (“the Proposal”). The services related to the “**Provide Coaching and Operations & Maintenance of Olympic Size Swimming Pool (50X25m) with Kids Pool (12X10m) by the Authority will further be known as “the Project”**

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this RFP does not purport to contain all the information required by the Applicant. The Applicant should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal.

Ujjain Municipal Corporation (“UMC” or “Authority”) its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restriction or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from, to be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TOR/Scope of Work 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. UMC reserves the right to accept or reject any or all applications without giving any reasons thereof. UMC will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the entries to be submitted in accordance with the conditions listed in this RFP.

## Data Sheet

1	Name of the RFP	<b>Provide Coaching and Operations &amp; Maintenance of Olympic Size Swimming Pool (50X25m) with Kids Pool (12X10m)</b>
2	Time-period of contract	3 year + extension for 1 year <i>(based on performance)</i>
3	Method of selection	<b>Highest Bid (H1)</b>
4	RFP Processing Fee	Non-refundable/Nonadjustable fee of <b>INR</b> including GST <i>(INR)Five Thousand Only.</i> <b>Account Details:</b> Recipient Name: Account No. – IFSC Code- Branch Address:
5	Ernest Money Deposit (EMD)	Equivalent to Rs.10,000/- or Ten Thousand Rupees Only Account Details: Recipient Name: Account No. – IFSC Code- Branch Address:
6	Financial RFP to be submitted together with Technical RFP	No
7	Name of the Authority's official for addressing queries and clarifications	The Municipal Commissioner. Chatrapati Shivaji Bhavan, Agar Road, Ujjain City, Ujjain - 456006 Email: nn.ujjain@mpurban.gov.in
8	RFP Validity Period	180 days
9	RFP Language	English
10	RFP Currency	INR
11	Security Deposit	Equivalent to Rs.8,00,000/- Eight Lakh Rupees Only
12	<b>Schedule of Selection Process</b>	
	Task	Key Dates
	<b>Uploading of RFP</b>	
	<b>RFP start Date</b>	
	<b>Pre-bid Meeting</b>	
	<b>RFP end Date &amp; Time</b>	
	<b>Opening of Technical RFP</b>	

\*Note-

- Pre-bid queries can be sent till .....as it will be helpful for discussion in the pre-bid conference.
- The Pre-bid conference will be held online through Zoom, and the link will be shared one day prior to the participants who confirm their participation before ..... by sending an e-mail on **nn.ujjain@mpurban.gov.in**
- The proposal due date/ Bid end date will be.....
- All submissions shall ONLY be accepted through e-mail as mentioned above.

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## **2 Section 1: General Introduction**

Ujjain Municipal Corporation here by (UMC) is willing to appoint and agency for the Operation , Maintenance and Management of Swimming pool and its complex. UMC has created a public swimming pool with elements of Heritage Importance using existing water body as natural water body replenishing system. This Swimming Pool and its complex has two major components

- An Olympic Size Pool (50X25m)
- A Kids pool (12X10m)

In order to enhance the productivity and Usage of the pool and its vicinity, UMC here by invites suitable candidates to “Provide Coaching and Operations & Maintenance of Olympic Size Swimming Pool (50X25m) with Kids Pool (12X10m)” hereby “The Project”.

“The Project” is further sub divided into four tasks which are proposed to be awarded to the

Applicant as described below:

- Task I: Operate and maintain the swimming pool
- Task II: Provide coaching facilities
- Task III: Provide safety and lifeguard facilities
- Task IV: Develop new water sport disciplines
- Permissible Activities

Pertaining to this, the Scope of Work as given in Section 2 of this document includes the details of the activities to be conducted by the selected Applicant. Hence UMC is inviting technical eligibility and Financial RFP for the Project.

### **2.1 Brief description of the selection process:**

- UMC invites Technical Proposals from Applicants to perform the duties and functions set forth in this RFP.
- UMC intends to select the Applicant through an open selection process in accordance with the procedure set out herein.
- The Applicant with the highest Technical Marks shall be selected for providing services at UMC Sports Complex.

### **2.2 Communications:**

All the communication to be done at the following address:

The Municipal Commissioner  
Ujjain Municipal Corporation  
Chatrapati Shivaji Bhavan, Agar Road, Ujjain City,  
Ujjain – 456006  
Email : nn.ujjain@mpurban.gov.in  
Telephone: 0734-2535244  
0734-2550659



### **3 Section 2 : Terms of Reference**

#### **3.1 Scope of Services:**

##### **I. Task I: Operate and maintain the Swimming Pool**

###### **A. Pool timings**

- The Applicant shall be responsible for operating the swimming pool from 6am to 9pm, 6 days of the week.
- The Applicant must ensure the source of water for the pools by itself.
- One day per week, as decided by UMC shall be allocated for pool cleaning & maintenance.
- UMC shall prepare a timetable for swimmers where separate timings shall be allotted to members and non-members for conflict free operations.
- The timetable shall be approved by UMC where members shall be given priority for usage of the facilities.
- The Applicant as well as UMC shall maintain the attendance log of all the users.

###### **B. Pool cleaning and maintenance**

The Applicant shall be responsible for all the activities required for the cleaning and maintenance of the pool but not limited to the following:

- a. Maintain a daily logbook with records of chemicals used, water tests, cleaning and maintenance activities which may be inspected by UMC.
- b. The Applicant shall mandatorily submit the daily log book report every 30 days to UMC.
- c. In case of non-submission, UMC shall issue a warning along with a show cause notice. After 2 warnings UMC shall be bound penalize the applicant for Rs.1000/day for 30 days, after which applicant will be penalized with Rs.2000/day here after.
- d. All the floating dirt shall be removed from both the swimming pool and surrounding areas on a daily basis or whenever asked for by UMC.
- e. Brushing of the pool walls and floor as required for eliminating algae and other foreign substances every week or whenever asked for by UMC.
- f. The changing rooms, visitors' gallery, office rooms and their toilets/ bathrooms/ sanitary units, filtration plants, pumping stations etc. are required to be kept clean and in hygienic condition all times with proper and sufficient use of sanitary materials like phenyl, naphthalene, citronella, room freshener etc. as directed by UMC.
- g. Suction sweeper bottom cleaner shall be operated regularly to remove settled dirt from pool floor for maintaining cleanliness and hygienic condition in swimming pool on a weekly basis.
- h. Water levels in pool shall be checked regularly & balancing tank, filtration plant shall be operated at proper working pressure daily or whenever asked for by UMC.
- i. Backwashing of the filters shall be done as per the requirements or whenever asked for by UMC.
- j. Water samples in the presence of representatives of UMC should be taken and tested regularly, checking residual chlorine and pH parameter. Chlorination treatment with other chemical dosing treatment shall be administrated as per water parameters to the satisfaction of UMC.
- k. Pool scum/ overflow channels and balancing tank shall be cleaned as per requirement and record of such cleaning are to be maintained in the log book at least once or whenever asked for.

- l. The record of day to day operation and maintenance with availability of Chlorine and other chemicals shall be recorded in the log book so as to maintain proper stock of material. The log book shall be under UMC's control.
- m. The O&M shall be inclusive of all maintenance of filtration plant related machineries as follows:
  - i. Comprehensive maintenance of filtration plant's pumps & Electric motors
  - ii. Chlorination plants with all necessary equipment
  - iii. Main Electric panel board
  - iv. Suction sweeper machine(s) with all necessary equipment
  - v. All valves of Filtration Plants & foot valves
  - vi. All sizes of PVC pipes or other pipes of filtration plants
  - vii. Any damage/ failure occurring due to the operational negligence shall be the sole responsibilities of the Applicant as decided by the UMC
  - viii. Repair/ replacement of damaged components/ parts as decided by the UMC
  - ix. The Applicant shall clean the premises and surrounding area regularly/all time in order to keep swimming pool in perfect hygienic condition.
  - x. The Applicant shall be responsible for the electricity bill and cost incurred for chemicals used for maintaining the pool and adjacent spaces.

### C. Water Quality Standards

The Applicant shall be responsible for maintaining the water quality as per the standards.

- I. Free chlorine residuals, pH value, alkalinity, turbidity etc. shall be continuously maintained within the following ranges:

#	Free Residual Disinfectant	Minimum	Maximum
1	<b>Chlorine</b>	<b>0.2 mg/l</b>	<b>0.5 mg/l</b>
2	<b>pH</b>	<b>7.5</b>	<b>8.5</b>
3	<b>Total Alkalinity</b>	<b>50 mg/l</b>	<b>500 mg/l</b>
4	Turbidity	—	10 Nephelometric Turbidity Unit
5	Odor	Odorless	
6	Taste	Palatable	

Source: Indian Standard Quality tolerances for Water for Swimming Pools IS 3328:1993

- II. The Applicant shall get the water quality of the swimming pool checked by a reputed lab at its own cost and submit the report to the UMC every 15 days from the starting of the Contract or when asked by the UMC. Samples shall be collected in presence of representatives from UMC.
- III. In case of non-submission of the water quality report, the Applicant shall be fined up to 5% of the Monthly Assured Revenue or as decide by the UMC.

- IV. In case of non-submission of the report, UMC shall issue a warning along with a show cause notice. After 2 warnings, the UMC shall be bound to penalize the applicant with Rs.1000/day for 30 days and Rs.2000/day here after.
- V. The Applicant shall be liable for a random water quality check by a 3rd party as or if appointed by UMC.
- VI. If a case occurs where the negligence of the Applicant in maintaining the pool and its cleanliness and hygiene is affected, UMC will manage the task and would deduct the amount incurred for the task from the applicants schedule of payments.

## **II. Task II: Provide coaching facilities**

- The Applicant shall be responsible for providing coaching facilities pertaining to swimming to the users of the sports complex including operational academies and members of the Sports Complex.
- The Applicant shall provide coaching facilities for both basic and competitive levels of swimming as per direction/selection by the sports complex.
- The Applicant shall maintain, for coaching purposes, an attendance log and prepare a timetable to accommodate both members and non-members to avoid conflict of interest between the two. The Applicant shall get the timetable approved by the UMC.
- It shall be mandatory for the Applicant to maintain ethical code, professional conduct and impart the same in the users by training and teamwork.
- The Applicant shall be responsible for the safety of users, especially females, against any harassment or misconduct. Any such incident will be dealt with severity by the UMC and the UMC shall be bound to take legal action against the Applicant and the responsible person/staff.
- Responsibilities of the coaches;
  - a. To be present on deck before any swimmer enters the pool without fail on any instance.
  - b. To remain on deck until all swimmers leave the pool deck. After all of the swimmers are out of the water, check the swimming area and then secure the area ensuring that nobody remains inside.
  - c. To make sure that basic equipment, such as backstroke flags or starting blocks are in place at the facility. Make sure there are no obstacles or hazards present on the deck
  - d. To establish team policies governing each swimmer's actions before, during and after each training session
  - e. To ensure that athletes are supervised or safely exiting the facility within a reasonable amount of time after the conclusion of the swim practice
  - f. To ensure that swimmers understand the use of training equipment. Make them aware of the potential accidents that may occur from use of equipment, such as hand paddles, rubber tubing and kickboards etc.
  - g. To establish warm-up procedures to be followed at all practices and meets (eg. No swimmer enters the pools with taking shower).
  - h. To have basic life safety and rescue trainings and assist the lifeguards in event of any emergency as a team.

## **III. Task III: Provide safety and lifeguard facilities**

- I. The Applicant shall be responsible to deploy at least two (2) lifeguards male and one (1) lifeguard female to maintain safety in and around the swimming pools during each session.

- II. The Applicant shall maintain safety equipment pertaining to rescue but not limited to ropes, hooks, life jackets, life buoys, Oxygen cylinders, stretchers breathing aids etc. and a first aid box to be located at close proximity from the swimming pool accessible to all.
- III. The lifeguards shall impart basic rescue training to all the users and organize safety drill at regular intervals in order to prevent, recognize, respond to aquatic emergencies and provide care for breathing, cardiac emergencies, injuries, sudden illness etc.
- IV. Primary responsibilities of a Lifeguards:
  - i. Be present on the deck along with trainers at all times when users are in the pool
  - ii. identify potential accident hazards
  - iii. Be alert, frequent patrol, identify risks and prevent accidents
  - iv. Enforce all pool rules in a consistent manner
  - v. Handle discipline situations with courtesy and fairness
  - vi. Respond quickly, intelligently, decisively and in accordance with established emergency and accident management procedures
  - vii. Administer first aid and CPR (Cardiopulmonary resuscitation) as and when required.

**IV. Task IV: Develop new water sport disciplines**

- 1 The Applicant may develop new water sport activities which can be carried out in a swimming pool according to the best understanding of the professional coaches deployed by the Applicant according to instruction and directions of the UMC .
- 2 The Applicant shall create awareness regarding these sports and take a feedback from the users in order to start them in the complex and intimate/report to UMC.
- 3 The Applicant shall take all the required NOCs, permissions or licenses, if applicable, for providing coaching for these water sports with concurrence/approval of the UMC.
- 4 The Applicant shall procure all the equipment required for these new sports like snorkels, swim fins, goggles etc. at its own cost and may charge nominal rent from the users as approved by and decided by the UMC.
- 5 It shall be the responsibility of the Applicant to create a new timetable to accommodate the coaching facilities in the regular schedule of the swimming pool and this time table may be revised every month or as and when asked for the UMC.
- 6 The Applicant shall maintain a separate log for the users taking these trainings as they may be given further training for sporting events and games at various levels as approved by the UMC.

**V. Permissible activities:**

Applicant is allowed to use the given premises for the following activities other than the former activities and tasks stated:

1. Small Gatherings
2. Corporate functions
3. Sports Events
4. Photo shoots/or ancillary activities
5. Birthday Parties/ Ancillary activities etc.

The afore Activities but not limited to these could be practiced by the applicants in the premises. But applicant has to seek permission from UMC for the same prior to the event. Although any such activities that are unlawful are forfeited on the premises and would result in a lawful suit.

Applicant should conduct the aforesaid activities in such a manner that it does not hamper the schedule or regular working of the pool. Also any damages incurred during such activities has to be managed by the applicant. Safety and security of any kind has to be managed by the applicant.

**Note:** Any kind of tobacco and alcohol or any other kind of such items that are unlawful are prohibited within the premises.

### 3.2 Timeline and deliverables

S No.	Deliverable	Timeline (t=0) from signing of Agreement/Contract
1	Setting base office at the sports complex	1 week
2	Finalizing timetable and coaching schedules	1 week
3	Pool preparation and enrollment in coaching classes	2 week
4	Commencement of all the activities as per ToR	2 week

- If the Applicant is not able to comply with the scheduled timeline, the Authority may charge a penalty of INR 1000 (One thousand rupees) per day for a maximum of 30 days. Post which, the applicant will be penalized for Rs.2500 (Two Thousand Five Hundred/day) counting from the day one of the penalty initiation date.
- The contract shall be for a period of 3 years and it may be extended for a further period of 1 year after reviewing the performance of the Applicant.
- The details of coaching fee applicable is provided in Annexure-

### 3.3 Team

1 The Applicant will provide relevant workforce in sufficient numbers to maintain the swimmingpool as required and directed by the UMC. Their duty chart must be given three days in advance.

2 The key team shall constitute of the members as defined below:

S.No.	Position	Qualifications
1	Senior Trainer cum Coach-1/ <b>NIS Coach-1</b>	Diploma/PGD in Coaching in Swimming from any recognized University/ Institute <b>Or</b> Should have coaching and training experience of at least 3 years <b>AND</b> Proficiency of swimming all strokes for least 200 meters. <b>or NIS COACH</b>
1	Junior Trainers - 2 male & 1 female	Diploma/PGD in Coaching in Swimming from any recognized University/ Institute <b>Or</b> Should have coaching and training experience of at least 1 years <b>AND</b> Proficiency of swimming all strokes for least 200 meters.
2	Lifeguard2 male & 1 female	<b>Essential</b> <ul style="list-style-type: none"> <li>• Candidate should have passed at least High School or Equivalent.</li> <li>• Certificates of participation in Swimming at any level.</li> <li>• Certificates in Lifeguard Training from the recognized Institution</li> <li>• Swimming &amp; diving capacity as prescribed jointly by the Applicant &amp; UMC</li> </ul> <b>Desirable</b> <ul style="list-style-type: none"> <li>• Competent to instruct in English &amp; Hindi.</li> </ul>

- One Supervisor for overall supervision of the swimming pool
- Adequate number of cleaning, maintenance & Security staff as per requirement.
- On request of the Applicant and looking at the number of swimmers/customers the UMC can allow to reduce the number of resources of the above team.

## 4 Section III: Instructions to Applicants

### 4.1 General instructions

#### 4.1.1 Number of Proposals and respondents

1 No Applicant or its Associate shall submit more than one Proposal, in response to this RFP. Applicant applying individually or as an Associate shall not be entitled to submit another Proposal.

#### 4.1.2 Proposal preparation cost

- The Applicant shall bear all costs associated with the preparation and submission of the proposal. UMC will not be responsible and liable for any costs, regardless of the conduct or outcome of the proposal.
- All papers submitted with the RFP are neither returnable nor claimable.

#### 4.1.3 Right to accept and reject any or all the Proposals

1 Notwithstanding anything contained in this RFP Document, UMC reserves the right to accept or reject any RFP and to annul the RFP process and reject all the RFPs, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.

- 2 UMC reserves the right to reject any Proposal if:
  - I. At any time, a material misrepresentation is made or discovered, or
  - II. The Applicant does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal
  - III. Rejection of the Proposal by UMC as aforesaid would lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the RFPs have been opened and the best Applicant gets disqualified/ rejected, then UMC reserves the right to:
  - IV. Either invite the next best Applicant to match the Proposal submitted by the best Applicant; or
  - V. Take any such measure as may be deemed fit in the sole discretion of UMC, including annulment of the RFP process.

#### **4.1.4 Amendment of RFP Document**

- 1 At any time prior to the Proposal Due Date, the UMC, for any reason, whether at his own initiative or in response to a clarification requested by eligible Applicant, may modify the RFP document by issuance of an addendum. The addendum will be sent in writing to all eligible Applicants to whom the revised RFP Document has been supplied.
- 2 In order to provide the Applicants a reasonable time to examine the Addendum, or for any other reason, UMC may, at its own discretion, extend the Proposal Due Date.

#### **4.1.5 Data Identification and collection**

- 1 It is desirable that the Applicant submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.
- 2 It would be deemed that by submitting the Proposal, the Applicant has:
  - 3 Made a complete and careful examination and accepted the RFP Document in total;
  - 4 Received all relevant information requested from UMC and made a complete and careful examination of the various aspects of the scope of work including but not limited to:
    - i. Site
    - ii. Type of project
    - iii. Existing data or any relevant information;
    - iv. All other matters that might affect the Applicant's performance under the terms of this RFP Document.
- 5 UMC shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

## **4.2 Preparation and Submission of Proposals**

### **4.2.1 Language and currency**

- 1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicant with the Proposal may be in any other language. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 2 The currency for the purpose of the Proposal shall be the Indian Rupee (INR)

### **4.2.2 Proposal validity period and extension**

- 1 Proposals shall remain valid for a period of 180 days from the Proposal Due Date ("Proposal Validity Period") and UMC may solicit the Applicant's consent for extension of the period of validity, if required. UMC reserves the right to reject any Proposal, which does not meet this requirement.

- 2 In exceptional circumstances, prior to expiry of the original RFP validity period, UMC may request Applicants to extend the RFP validity period for a specified additional period. Applicants, who may not extend the RFP validity period, will be deemed to have withdrawn their RFP at the expiry of the RFP validity period and their RFP security shall be returned.

#### **4.2.3 Format and Signing of Proposals/ RFPs**

- 1 The Applicant needs to submit their technical proposals in prescribed format (Section V).
- 2 The proposals shall be typed or printed and the Applicant shall initial each page. All the alterations, omissions, additions, or any other amendments made to the RFP shall be initialed by the person(s) signing the proposal.
- 3 Applicants would provide all the information as per the RFP Document and in the specified formats. UMC reserves the right to reject any RFP that is not in the specified formats.
- 4 In case the Applicant intends to give additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed enclosed sheets.

#### **4.2.4 Sealing and marking of proposals**

The technical proposal shall be uploaded online through the mptenders portal.

- The proposals shall be addressed to:

**The Municipal Commissioner.**

**Chatrapati Shivaji Bhavan, Agar Road, Ujjain City, Ujjain - 456006**

**Email: [nn.ujjain@mpurban.gov.in](mailto:nn.ujjain@mpurban.gov.in)**

#### **4.2.5 Proposal due date**

- 1 UMC, at its sole discretion, may extend the RFP due date by issuing an Addendum/Corrigendum.
- 2 Proposals should be submitted on or before the date and time as mentioned in the Data Sheet of this document. Proposals submitted by either facsimile transmission or telex will not be acceptable.
- 3 UMC may, in exceptional circumstances, and for reasons to be recorded in writing, extend the Proposal Due Date, by issuing an Addendum/Corrigendum, uniformly for all Applicants.

#### **4.2.6 Late RFP**

- I. Any RFP received by the UMC after the date and time as mentioned in the Data Sheet of this RFP will not be accepted.

#### **4.2.7 Modifications/ Substitution/ Withdrawal of Proposals**

- II. The Applicant will not be allowed to modify, substitute or withdraw its Proposal once submitted to the UMC.

#### **4.2.8 Selection of the Agency**

- III. From the time the Proposals are opened to the time the contract is awarded, if any Applicant wishes to contact the UMC, on any matter related to its proposal it should do so in writing. Any effort by the Applicant to influence any officer or bearer of the UMC in the proposal evaluation or contract award decisions may result in the rejection of the Applicant's proposal.

### **4.3 Proposal Opening**

#### **4.3.1 Opening of Proposals**

- 1 UMC would open the Proposals at the date and time mentioned in the Data Sheet of this document for the purpose of evaluation.



- 2 Proposals shall be opened in the presence of interested Applicants who choose to be present at the specified time and location.
- 3 UMC would subsequently examine Proposals in accordance with the criteria set out in this Document.

#### **4.3.2 Confidentiality**

- 1 Information relating to the examination, clarification, evaluation and recommendation for the shortlisted Applicants shall not be disclosed to any person not officially concerned with the process.
- 2 After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to the Applicants or their representatives, if any. Any effort by a Applicant to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of the Proposal shall result in outright rejection of the offer, made by the said Applicant.

#### **4.3.3 Tests of Responsiveness**

Prior to evaluation of RFPs, UMC will determine whether each RFP is responsive to the requirements of the RFP Document. The RFP shall be considered responsive if:

- It is received/ deemed to be received by the RFP due date and time including any extension
- It is signed, sealed and marked as stipulated
- It contains all information required in this RFP Document.
- Information is provided as per the formats specified in the RFP Document.
- Deposit of EMD & RFP Processing Fee

UMC reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by UMC in respect of such RFPs.

#### **4.3.4 Clarifications**

- I. Any queries or requests for clarification concerning this document shall be submitted by written letter duly signed by the authorized signatory at the mail address provided in Datasheet so as to reach UMC on or before the date and time as mentioned in the Data Sheet of this document.
- II. UMC shall make reasonable endeavors to respond to the questions raised or clarifications sought by the Applicants. However UMC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the UMC to respond to any question or to provide any clarification.
- III. UMC may also on its own discretion, if deemed necessary, issue interpretations and clarifications to all Applicants by way of a common communication. All clarifications and interpretations issued by the UMC shall be deemed to be part of this document. Any verbal clarifications and information given by UMC or its employees or representatives or consultants shall not in any way or manner be binding on the UMC. UMC reserves its right to retract, change, alter or modify any communications once given by any of its employees and/or consultants.

- IV. UMC will provide adequate information/ support to the assist Applicants in the formulation of their application or response to this RFP document.
- V. Further, to assist in the process of evaluation of Proposals, UMC may, at its sole discretion, ask any Applicant/applicant for clarification on its RFP. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

#### **4.3.5 Proposal Evaluation**

- 1 The Proposals will be evaluated by the Evaluation Committee to be appointed by the UMC.
- 2 The Submissions of the Applicants would first be checked for responsiveness as mentioned above. All RFPs found to be substantially responsive shall be evaluated as per the Technical Criteria set out in this RFP Document.
- 3 Technical Proposal of the Applicants who do not meet the Technical Criteria shall not be considered for further process.

#### **4.3.6 Technical Proposal Screening**

- 1 The Technical Proposals of the Applicants would be screened as per the procedure set out in this document.

#### **4.3.7 Negotiations**

- 1 Negotiations may be held at the date, time and address intimated to the qualified and Successful Applicant. Representatives conducting negotiations on behalf of the Successful Applicant must have written UMC to negotiate and conclude a contract.

#### **4.3.8 Notifications**

- 1 UMC will notify the Successful Applicant by a Letter of Award (LoA) that its Proposal has been accepted.
- 2 Within one (1) week from the date of receipt of the LoI, the Successful Applicant shall acknowledge the LoA. The Successful Applicant shall execute the Project Agreement within two (2) weeks of the issue of LoA. If the Applicant is not able to comply with the scheduled timeline, the Authority may charge a penalty of INR 1000 (One Thousand rupees) per day for a maximum of 30 days. After which, the LOA may be cancelled and all payments (EMD/Security deposit) by the Applicant, may be forfeited.
- 3 UMC will promptly notify other Applicants that their Proposals have been unsuccessful.
- 4 Failure of the Successful Applicant to comply with the requirement of acknowledgement of LoA and failure to sign the Project Agreement shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the EMD. In such an event, UMC reserves the right to:
  - i. Either invite the next best Applicant, or
  - ii. Take any such measure as may be deemed fit in the sole discretion of UMC, including annulment of the RFP process.

#### **4.3.9 Earnest Money Deposit**

- 1 At the time of submission of RFP, Applicant shall submit refundable EMD of amount as mentioned in the Data sheet of this document in form of RTGS only.
- 2 In case of unsuccessful Applicant, Earnest Money Deposit will be released on request from the Applicants on a date subsequent to the signing of contract with the successful Applicant.

#### **4.3.10 Other conditions**

- 1 Applicants may note that UMC will not entertain any deviations to this RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Applicants shall be

unconditional and the Applicants would be deemed to have accepted the terms and conditions of this RFP with all its contents and Addendums issued thereafter. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

- 2 It is desirable that each Applicant submits its Application after inspecting the site. The site visits may be facilitated by UMC. A prospective Applicant may notify UMC in writing 3 days prior to site visit. UMC would endeavour to facilitate site visit depending on availability of concerned officials.
- 3 All correspondence/ enquiry should be submitted to the following in writing by email fax/ post/courier:

The Municipal Commissioner.

Chatrapati Shivaji Bhavan, Agar Road, Ujjain City, Ujjain - 456006

Email: [nn.ujjain@mpurban.gov.in](mailto:nn.ujjain@mpurban.gov.in)

- 1 No interpretation, revision, or other communication from UMC regarding this solicitation is valid unless in writing and signed by the competent authority from UMC.

## 5 Qualification and Selection Criteria

### 5.1 Minimum Technical and Financial Criteria

- 1 Applicants must carefully examine the below mentioned Technical eligibility criteria. The Applicant has to meet all the technical eligibility criteria set out in this section to be eligible for financial evaluation.
- 2 To be eligible for evaluation of its RFP, the Applicant shall fulfil the following:
  - I. The Applicant should have the coaching and Operation & Maintenance experience of not less than 3 years in swimming/sports sector and the application must be supported by testimonials as proof for having conducted coaching duly authenticated by the Head of the Institutions/Organization wherever the coaching was provided by the sporting agency/individual.
  - II. The Applicant must have an average annual turnover of 20 Lakhs in the last 3 Consecutive Financial Years.
  - III. The Applicant should be a Proprietary Firm/Company/Partnership Firm/ LLP registered in India since past 3 years. Please include relevant documentary proofs.
  - IV. Have team on its payroll or declaration to join, as per clause no. 3.3 Team.

Notes: The Applicant shall submit their details, financial details, work completed/in progress by them in the Performa of Appendix-Form 2, 3 and 4 of RFP for the works to be considered for qualification in Technical eligibility. Documentary proof such as work order/completion certificates from client clearly indicating the nature/scope of work and actual date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated.

### 5.2 Technical Evaluation Criteria

#	Criteria	Maximum Marks	Documents
1	Years of experience of Senior Trainer cum coach <ul style="list-style-type: none"> <li>• 3+ years (5 Marks)</li> <li>• 5+ years (10 Marks)</li> <li>• 7+ years (15 Marks)</li> <li>• 9+ years (20 Marks)</li> </ul>	20	Self- declaration by Trainer (Form 1.3)
	Years of experience of Junior Trainer male(2) <ul style="list-style-type: none"> <li>• 1+ years (5 Marks)</li> <li>• 3+ years (10 Marks)</li> <li>• 5+ years (15 Marks)</li> <li>• 7+ years (20 Marks)</li> </ul>	20	Self- declaration by Trainer (Form 1.3)
	Years of experience of Junior Trainer female <ul style="list-style-type: none"> <li>• 1+ years (5 Marks)</li> <li>• 3+ years (10 Marks)</li> <li>• 5+ years (15 Marks)</li> <li>• 7+ years (20 Marks)</li> </ul>	20	Self- declaration by Trainer (Form 1.3)
2	Experience of Lifeguard <ul style="list-style-type: none"> <li>• 1+ years (10 Marks)</li> <li>• 3+ years (15 Marks)</li> <li>• 5+ years (20 Marks)</li> <li>• 7+ years (25 Marks)</li> </ul>	20	Self- declaration by the Applicant to be provided along with Form 1.4
4	Interview/Presentation by the Agency (Experience, Plan for Coaching etc.	20	

### **5.3 Evaluation/Selection Criteria**

1. The Technical eligibility will be evaluated on the basis of Applicant's educational qualification, Sports Experience, Coaching Experience & Interview.
2. Minimum Technical Score shall be 70 Marks.
3. UMC has fixed a Minimum Monthly Fee as described in the (Annexure 1) . Whichever applicant offers the the highest monthly fee shall be considered after qualifying the technical score.
4. Selection process shall be Quality Based Selection (QBS) cum Highest Bid (H1) and the Applicant whose proposal is eligible and secures the highest marks as per Technical Evaluation Criteria (Clause No. 5.2).

### **5.4 Contacting the UMC**

- 1) No Applicant shall contact the UMC on any matter relating to his/her RFP, from the time of the RFP opening to the time the contract is awarded. If the Applicant wishes to bring additional information to the notice of the UMC, he/she can do so in writing.
- 2) Any effort by a Applicant to influence the UMC in its decisions on RFP evaluation, RFP comparison or contract award may result in rejection of the Applicant's RFP.
- 3) In the event of any information furnished by the Applicant is found false or fabricated, the minimum punishment shall be debarring /blacklisting from Ujjain works and legal proceeding can also be initiated.

### **5.5 Award of Contract**

1. The selection criteria shall be Quality Based Selection (QBS) cum Highest Bid (H1)
2. The final Letter of Award (LoA) will be given to the Applicant who is eligible and secures highest score as per Technical Evaluation Criteria and provide the Highest Bid (H1) as described in Annexure-1.

### **5.6 Notification of award**

1. Prior to the expiration of the period of RFP validity, the UMC will notify the successfulApplicant in writing, by letter/e-mail/fax, that its RFP has been accepted.
2. The notification of award will constitute the formation of the contract.

### **5.7 Security Deposit**

- 1 Prior to award of contract, to fulfil the requirement of services, the successful Applicant will deposit Security Deposit amount equivalent to the amount as mentioned in the data sheet of this document in the form of Fixed Deposit Receipt (FDR).

### **5.8 Signing of contract**

- 1 At the same time as UMC notifies the successful Applicant that its RFP has been accepted, the successful Applicant shall have to sign the contract agreement with relevant document as mentioned in this Document withing 15 days. The agreement draft along with other related terms and conditions will be same as furnished in this RFP. Any refusal will not be allowed.

## **6 General Condition of Contract**

### **6.1 General Provisions**

#### **6.1.1 Definitions**

- 1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- 2 “Successful Applicant/Agency” means any private or public entity that will provide the Services to the UMC (“the Client” or “Authority”) under the Contract.
- 3 “Contract” means the Contract signed by the Parties and all the attached documents, if any
- 4 “Government” means the Government of the Client’s country/state
- 5 “Party” means the Client or the Applicant, as the case may be, and “Parties” means both of them

#### **6.1.2 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

#### **6.1.3 Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### **6.1.4 Notices**

- 1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.
- 2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

#### **6.1.5 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Advisor may be taken or executed by the officials specified in the Contract.

#### **6.1.6 Taxes and duties**

GST shall be paid by the Applicant as applicable.

#### **6.1.7 Revenue sharing Model:**

Sharing of revenue will be in ratio of 70:30, i.e. 70% of the collection would be paid to the Coach/Coaching Agency while 30% will be retained by the Authority. A Monthly Fixed Fee is also mentioned in this RFP document (Annexure I). The larger of the two amounts (Revenue Share – 30% collection or Monthly Fixed Fee) will be retained by the Authority as part of this Project to offer coaching services.

## **6.2 Commencement, Completion, Modification and Termination of Contract**

### **6.2.1 Effectiveness of Contract**

This Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

### **6.2.2 Commencement of Services**

The Successful Applicant/Agency shall begin carrying out the Services not later than 1 month after the signing of this Contract.

### **6.2.3 Expiration of Contract**

Unless terminated earlier pursuant to GC Clause 6.2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

### **6.2.4 Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made in written by UMC without prior consultation with the other party.

### **6.2.5 Force Majeure**

#### **6.2.6 Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **6.2.7 No Breach of Contract**

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **6.2.8 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **6.2.9 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, UMC shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### **6.2.10 Termination**

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

#### **I. By the UMC**

The UMC may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this GC Clause 4.2.6. In such an occurrence the Client shall give a not less than thirty (30) days’ written notice of termination to the Successful Applicant/Agency, The Coach/Agency will have no right to claim any compensation.

- 1 If the Successful Applicant/Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- 2 If the Successful Applicant/Agency becomes insolvent or bankrupt.
- 3 If the Successful Applicant/Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- 4 If, as the result of Force Majeure, the Successful Applicant/Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
  - 5 If UMC, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. In such an occurrence the Client shall give a not less than three (03) months' written notice of termination to the Coach/Agency.
  - 6 If the Successful Applicant/Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 4.3 b) hereof.
  - 7 If the Successful Applicant/Agency does not remedy a failure in the performance of their obligations under the Contract, even after repeated written warnings.
  - 8 If any information provided by the Successful Applicant/Agency in the RFP submission is found to be false later on.
  - 9 If the Successful Applicant/Agency creates any encumbrance on the Project Site/Project Facility
- II. By the Successful Applicant/Agency

The Successful Applicant/Agency may terminate this Contract, by not less than thirty (30) days' written notice to the UMC, such notice to be given after the occurrence of any of the events specified in paragraphs (1) through (3) of this Clause 6.2.9

- 1 If, as the result of Force Majeure, the Applicant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 2 If the UMC fails to comply with any final decision reached as a result of arbitration pursuant Clause 6.3 b) hereof.
- 3 If the UMC has unlawfully repudiated the agreement or otherwise expressed its intention not to be bound by this agreement / RFP.
- 4 If the Agency/ Applicant, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. In such an occurrence the agency/ applicant shall give a not less than three (03) months' written notice of termination to the Coach/Agency.

### **6.3 Settlement of Disputes**

#### **a. Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

#### **b. Arbitration**

If the Parties are unable to resolve a dispute amicably through discussion on conciliation, the dispute may be referred to Arbitration. Commissioner of UMC shall appoint the Arbitrator. In case dispute is not resolved through arbitration, the dispute can then be brought to the jurisdiction of Divisional Commissioner Ujjain.

### **6.4 Fraud and Corrupt Practices**

- 1- The Successful Applicant/Agency and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the UMC shall reject a RFP without being liable in any manner whatsoever to the Successful Applicant/Agency, if it determines that the Successful Applicant/Agency has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the UMC shall, without prejudice



to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to the UMC for, *inter-alia*, time, cost and effort of the UMC, in regard to the RFP, including consideration and evaluation of such Successful Applicant/Agency's Proposal.

- 2- For the purposes of this Clause 6.4, the following terms shall have the meaning hereinafter respectively assigned to them:
- i. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the RFP Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the UMC who is or has been associated in any manner, directly or indirectly, with the RFP Process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the UMC, shall be deemed to constitute influencing the actions of a person connected with the RFP Process); or (ii) save and except as permitted under the Clause 3.17 of this RFP, engaging in any manner whatsoever, whether during the RFP Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a legal, financial or technical adviser of the UMC in relation to any matter concerning the Project;
  - ii. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the RFP Process;
  - iii. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the RFP Process;
  - iv. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the UMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the RFP Process; or (ii) having a Conflict of Interest; and
  - v. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the RFP Process.

## 7 Special Conditions of Contract

### 7.1 Attendance and biometric

- 1- Daily Biometric attendance of the coaches/sub-coaches/trainers is mandatory, the machine for this purpose has to be installed by the Applicant. In case of default, there will be a penalty for Rs.750 per day imposed on the Successful Applicant/Agency.
- 2- If the coach whose name is approved, is not present (minimum 50% days of coaching days) then a penalty of INR 2000 per day will be made on the Successful Applicant/Agency.

### 7.2 Issuance of Admit Cards

- 3- Admit cards will be issued with the joint signatures of Accounts Officer (Sports) and Manager (Sports) appointed by the applicant.
- 4- Only admit card holders will be allowed to enter the playing area/field. In case any unauthorized person is found without a valid admit card, against the Coach/Agency will be penalized with a fee of Rs 500 per person per day.

### **7.3 Conducting sporting events in the playing area/field/court**

- 5- In addition to regular coaching, special coaching camps, especially during summer vacations for students can also be organized.
- 6- The Successful Applicant/Agency is also permitted to conduct corporate camps and get sponsorships for the purpose of maximizing revenue.
- 7- Sporting events such as camps, competitions, tournaments etc. in association with various companies at the playing area/field/court are permitted.

### **7.4 Signage and Advertisements**

- 8- No sign boards etc. shall be put up by the Successful Applicant/Agency in the premises.
- 9- Demonstration of banners, advertisements from sponsors will be allowed during camps/competitions/tournaments and any other such sporting events being conducted in the playing area/field/court.
- 10- Publicity and sponsorship of alcohol and tobacco products or any prohibited substances is not allowed in the stadium/court.
- 11- Banners/hoardings/posters etc. of sponsorship/advertisement of own academy may be displayed by paying additional display charges to UMC as per the advertisement policy of UMC.

### **7.5 Sporting equipment**

- 12- The Successful Applicant/Agency shall arrange all the necessary equipment for effective coaching. One room in the Sports Complex shall be allowed to be used by the Successful Applicant/Agency for storing sports equipment, gear etc. However, this would be provided at the discretion of UMC, if such storage space is available.
- 13- If storage space for training equipment is required, this should be clearly specified in the proposal.
- 14- The responsibilities of watch and ward shall rest with the Successful Applicant/Agency.
- 15- The Successful Applicant/Agency is allowed to engage a security guard at his own cost for the security of equipment. The security guard shall not use the complex premises for residential purposes.

## 8 Annexure

### 8.1 Annexure I: Monthly Fixed Fee

Sr. No.	Discipline	Minimum Monthly Fixed Fee ( <i>per Month</i> )
1.	Swimming	Rs.1,00,000/-

### 8.2 Annexure II: Maximum Coaching Charges ( to be finalized between UMC and Applicant after workorder finalized)

S. N.	Discipline	Course	Amount (per Month)
1	Swimming		

### 8.3 Annexure III: Facility Booking Charges (Individual/ Corporate) ( to be finalized between UMC and Applicant after workorder finalized)

#	Discipline	Charges For Individuals/ Club/Institutions (Per Day)	Charges for Corporate (Per Day)	Remark
1	Swimming Pool			

### 8.4 Annexure IV: Play and Pay Charges ( to be finalized between UMC and Applicant after workorder finalized)

#	Discipline	Authority Staff Member	Sports Complex Member	Non-Member	Remark
1.	Swimming				-

## 8.5 Financial Capacity of the Applicant

**Name & address of Applicant's Bankers:**

**Instructions:**

1. The Applicant shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Proposal Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Applicant;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Proposal Due Date falls within 3 (three) months of the close of the latest financial year.
3. The Applicant shall also provide the name and address of the Bankers to the Applicant.
4. The Applicant shall provide an Auditor's Certificate specifying the annual turnover of the Applicant in accordance with this EOI.

**(b) Annual Turn Over**

Sr. no	Financial Year	Annual Turn Over (INR)
1.	2020-2021	
2.	2021-2022	
3.	2022-2023	

## 8.6 CURRICULUM VITAE (CV)

(Please affix a recent passport size coloured photograph)

Position Title and No.	{e.g., K-1, Head Coach, Trainer, Life guard}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained} along with proofs.

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**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact in for references	Country	Summary of activities performed relevant to the Assignment
	[For references: Telephone /e- mail.....; ]		

**Expert's contact information:** (e-mail ....., phone)

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 and action under provisions of the Act and the Rules by the Client.

{day/month/year}

\_\_\_\_\_

\_\_\_\_\_

Name of Expert Signature      Date

{day/month/year}

\_\_\_\_\_

\_\_\_\_\_

Name of the Consultant or his      Counter Signature Date

Authorised Signatory

(the same who signs the Proposal)

## **9 Appendix**

### **9.1 Form-1**

#### **Letter of Proposal**

(on Applicants Letter head)

**(Date and Reference)**

**To:**

**The Municipal Commissioner  
Ujjain Municipal Corporation  
Chatrapati Shivaji Bhavan, Agar Road,  
Ujjain City, Ujjain – 456006**

**Sub: Submission of proposal for <Insert name of Project>**

Dear Sir,

With reference to your RFP Document dated DD-MM-YYYY, I/we, having examined all relevant documents and understood their contents, hereby submit our RFP for (Insert name of Project)

The Proposal is unconditional and unqualified.

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.

This statement is made for the express purpose of shortlisting for appointment as the Successful Applicant/Agency for the aforesaid Project.

I/We shall make available to the UMC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

I/We acknowledge the right of the UMC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we 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 Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We declare that:

- I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the UMC;
- 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, as defined in the RFP document, in respect of any RFP or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Applicant, without incurring any liability to the Applicants of the Proposal document;
- I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community;
- I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates;
- I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees;
- I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by UMC in connection with the shortlisting of Applicant or in connection with the Selection Process itself in respect of the above mentioned Project;
- I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our RFP is not opened or rejected;
- I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the UMC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;
- I/We agree and undertake to all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Date :

Place

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

(Name and seal of the Applicant)



## 9.2 Form-2

### Credentials of the Projects done by Applicant

The following information should be provided in the format below for each Eligible Assignment for which your firm individually was legally contracted by the client stated below: This information shall cover the qualification requirements capable of being evaluated for pre-qualification. Add additional sheets if necessary.

Name of the Firm:

Assignment Name:
Country:
Location within Country :
Name of Client : Address :
No. of Staff :
Start Date (Month / Year)
Completion Date (Month / Year)
Approx. Value of Services : (in Rupees) :

### **9.3 Checklist of Documents to be submitted:**

The details of documents to be submitted within the duration (strictly within date and time of opening & closing) of the work as mentioned in RFP notice, otherwise, in any case, RFP shall be rejected.

i) Technical RFP

- 1- Earnest Money Deposit (EMD)
- 2- RFP Processing Fee
- 3- Duly filled up Qualification/Eligibility & Technical Evaluation documents
- 4- Copies of Audited balance sheet counter signed by C.A. for last three financial years clearly indicating turnover and T.D.S. or self-declaration by authorized signatories.
- 5- Pan/GST certificate of the company/firm.
- 6- Any other document as per the RFP document