#### NEW DELHI MUNICIPAL COUNCIL Palika Kendra,Sansad Marg NEW DELHI-110001

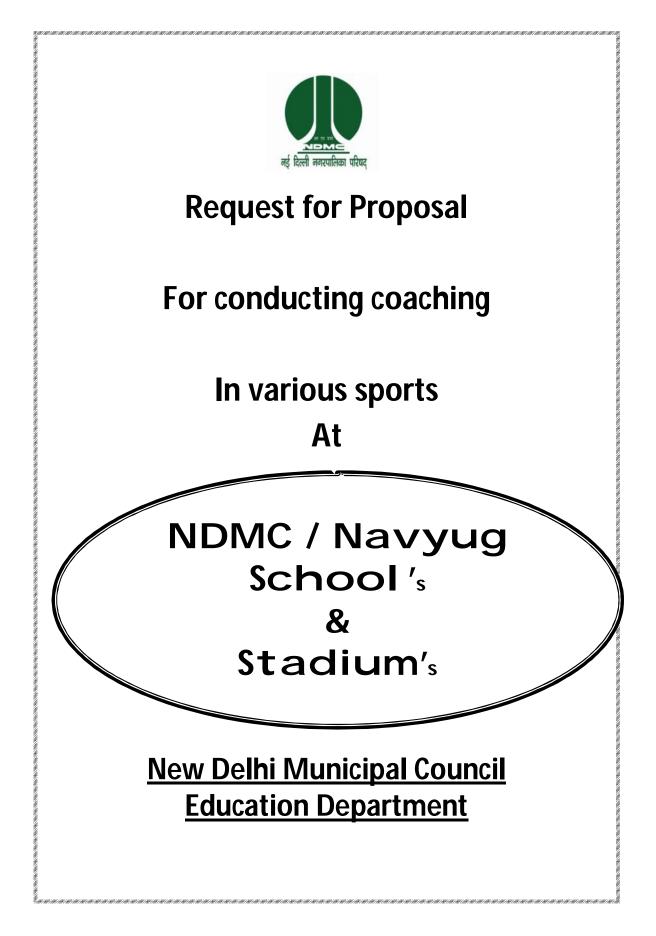
#### CORRIGENDUM

# Subject:- Request for proposal from professionals for conducting coaching in various Sports at NDMC Navyug Schools & Stadiums on revenue sharing basis.

- 1. The following amendments have been made in our 1<sup>st</sup> corrigendum notice for the above RFP published on 22-04-16.
  - I. Pre-bid RFP meeting which was to be held at 2.30PM on 10-05-16 will now be held at 11.30 AM on 13-05-16 in the Council Room 3<sup>rd</sup> Floor, NDMC, Palika Kendra, and New Delhi.
  - II. Last date for submission of RFP has also been extended up to 04.00 PM on 20-05-2016.
- 2. The RFP document is amended to the extent indicated above.

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Director (Education)



# **Disclaimer**

The information contained in this Request for Proposal Document ("RFP") or subsequently provided to Coach / Coaching Agency(s), whether verbally or in documentary form by or on behalf of New Delhi Municipal Council (hereinafter referred to as "NDMC") or any of their employees, is provided to Coach / Coaching Agency(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by NDMC to the prospective Coach / Coaching Agencys or any other party. The purpose of this RFP is to provide interested parties with information to assist in the formulation of their Proposal (hereinafter referred to as the "RFP "). This RFP includes statements, which reflect various assumptions and assessments arrived at by NDMC in relation to the Project. Such assumptions and statements do not purport to contain all the information that each Coach / Coaching Agency may require. This RFP may not be appropriate for all persons, and it is not possible for NDMC or their employees to consider the investment objectives financial situation 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 and each Coach / Coaching Agency should 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 may not be RFP and obtain independent advice from appropriate sources.

NDMC and their employees make no representation or warranty and shall have no liability to any person, including any Coach / Coaching Agency 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 of otherwise, including the accuracy, reliability or completeness of the RFP and any assessment, assumption or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Coach / Coaching Agencys for participation in the RFP stage.

NDMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The issue of this RFP does not imply that NDMC is bound to select or to appoint preferred Coach / Coaching Agency, as the case may be for the Project and reserves the right to reject all or any of the RFP s of RFP s without assigning any reasons whatsoever.

#### **NEW DELHI MUNICIPAL COUNCIL**

#### **EDUCATION DEPARTMENT**

# Schedule of RFP Activities

S. No.	Activity	Date	Remarks
1.	Issue / uploading of the RFP Document	22.04.2016	
2.	Pre-RFP meeting	28.04.2016	
3.	Submission of RFP	05.05.2016	
4	Opening of RFP / Proposal	05.05.2016	

# 1. <u>Project Brief and scope of services</u> :

- i. New Delhi Municipal Council (NDMC), in addition to providing basic civic amenities to its residents this municipal council also ensures various social, cultural, educational and medical facilities especially, to the government / municipal employees and other sections of the society. Keeping with its tradition of dedicated service to the community, NDMC during the past years has accepted the challenge of changing times and has upgraded the facilities in all the spheres of urban life.
- ii. New Delhi Municipal Council (Education Department) invites applications from professional sports coaches / agencies for providing coaching in various sports disciplines for which facilities are available at NDMC / Navyug Schools and Stadiums situated in the jurisdiction of New Delhi Municipal Council on revenue sharing basis.

S. No.	Games	Address of facilities	
1	Basket Ball	1. N.P. Bengali Girls Sr.Sec. School, Gole Market.	
		2. N.P.Co.Ed.Sr.Sec.School, Ansari Road	
		3. N.P.Girls Sr.Sec.School, Havlock Square.	
2	Foot Ball	1. N.P.Boys Sr.Sec.School, Mandir Marg.	
		2. N.P.Co.Ed Sr.Sec.School, Lodhi Estate.	
		3. Navyug Sr.Sec.School Sarojini Nagar.	
3	Volley Ball	1. N.P.Boys Sr.Sec.School, Mandir Marg.	
		2. N.P.Co.Ed.Sr.Sec.School, Moti Bagh.	
		3. N.P.Co.Ed.Sr.Sec.School, Narouji Nagar	
		4. Navyug Sr.Sec.School, Moti Bag	
4	Table Tennis	1. N.P.Boys Sr.Sec.School, Mandir Marg.	
		2. N.P.Co.Ed.Sr.Sec.School, Ansari Road	
		3. N.P.Co.Ed Sr.Sec.School, Lodhi Estate.	
		4. N.P.Co.Ed Sr.Sec.School, Bapu Dham.	
		5. N.P.Girls Sr.Sec.School, Havlock Square.	
		6. N.P.Co.Ed Sr.Sec.School, Laxmibai Nagr.	
		7. N.P.Co.Ed.Sr.Sec.School, Narouji Nagar.	
		8. Navyug Sr.Sec.School Sarojini Nagar.	
5	Badminton	1. N.P.Co.Ed.Sr.Sec.School, Ansari Nagar.	
		2. Talkatora Indore Stadium.	
6	Hockey	1. Shivaji Stadium.	

iii. Details of Sport facilities, where coaching is proposed, available in NDMC at various locations are as under:-

Ī	7	Lawn Tennis	1. Laxmibai Nagar Multipurpose Gymnasium	
ſ	8	Boxing	1. Talkatora Stadium facility block	
	9	Cricket	1. Talkatora Garden Cricket Ground	

iv. Under the Project, coaching will be provided at facilities available at the above mentioned schools / sports complexes for residents as well as NDMC / Navyug schools Students. NDMC will provide the infrastructure as well as maintain the facilities while professional coaches / coaching agencies will provide the coaching.

# 2. Instructions for prospective Coaches / Coaching Agency

- I. The Earnest Money Deposit of Rs.5000/- for Agencies and Rs.1500/- for individual in the form of Bank Draft / Banker's cheque / Demand Draft from any nationalized scheduled bank drawn in favour of the Secretary, NDMC payable at New Delhi will have to be submitted physically in the tender box kept in the office of Director (Education) at Room no. 7014, 7<sup>th</sup> floor NDMC building, Palika Kendra, New Delhi-110001.
- II. The Earnest Money Deposit of un-successful Coaches / Coaching Agency shall be returned / refunded within 21 working days of award of Tender. In case of successful Coaches / Coaching Agency this shall be retained as security deposit which shall be forfeited in case of any default. The security amount shall be refunded to the coaching agency / coaches within 21 days of termination of the agreement in case of successful completion of the agreement.
- III. The successful Coaches / Coaching Agencies shall be liable and responsible for any loss of life and / or physical harm and any type of misbehaviour with the students on account of negligence of Coaches / employees of coaching agencies during the Coaching hour. The coaches / employee of the Coaching Agencies should be of the high integrity and moral value.
- IV. Coaching will be provided on revenue sharing basis between the NDMC and the professional coaches. The sharing of revenue will be in the ratio of 70:30 between the coach / agency and NDMC respectively. However for Talkatora & Shivaji Sport facilities the ratio of sharing will be 50:50
- V. Subsidized coaching @ 1/3<sup>rd</sup> of the charges is to be provided by the coaches / coaching agencies to NDMC/ Navyug school Students. Similarly

1/3<sup>rd</sup> seats shall be reserved for the NDMC / Navyug school students. If seats are available under the quota of NDMC/NAVYUG schools, students of Delhi government schools may be allotted those spots at the same rate applicable to the NDMC/NAVYUG schools. Students of NDMC / Navyug / Delhi government schools shall be required to apply for the membership for the coaching under the project. For extension of contract preference would be given to agencies having maximum NDMC / Navyug school Students.

- VI. Coaching fee shall be charged on monthly basis. Apart from monthly coaching fee, no entrance fee or any other fee shall be charged by the coaches / agencies.
- VII. Coaches/agencies should clearly indicate the proposed monthly charges to be paid by trainees. However, over and above the monthly coaching charges, coaches/agencies would not be permitted to charge any refundable/non-refundable entry fees. Coaching charges would be collected by the NDMC at Central Facilitation Centres (CFCs) or online and the share of the coach/agency would be paid by RTGS by the Education Department, NDMC on or before the 7<sup>th</sup> day of the following month. Trainees would be charged coaching fees for only one month in advance at a time.
- VIII. Coaches/ academies would be permitted to include name of NDMC while naming/branding their academies.
- IX. Professional coaches/coaching agencies should submit detailed proposals indicating the preference of sport complex in order of preference. Proposals should contain details of coaches/assistant coaches who would be involved personally in imparting coaching along with their qualifications and experience as coaches or and as national and international sports persons. Details of awards for recognition in coaching and achievement of trainees should also be furnished. In this regard the self attested documentary evidences may be submitted along with the proposal.
- X. Coaches / agencies would need to clearly state in their proposal details of cost of additional inputs, training aids and playing equipments which they intend to provide to the trainees on request. Specifications and rates for these inputs, equipment, etc., would require to be approved by the NDMC and would be displayed on the notice board of the premises as

well as mentioned in the coaching contract. Apart from the approved items displayed at the notice board, no other items can be provided to trainees on payment basis. For any change of rates of approved items, prior approval of the NDMC is required to be obtained by the coaches / agencies. Payment for these approved items can be received directly by the coaches / agencies and no share of revenue from these need to be paid to NDMC. Any deviation from this would be considered a breach of contract.

- XI. The infrastructure allotted by NDMC for the coaching will be utilized only for the purpose of coaching and no other activity would be permitted therein.
- XII.
   Sports facilities will be made available at the facilities as under –

   Summer vocation/holidays
   :
   Full Day.

   School Days
   :
   Before and after school hours.
- XIII. Coaches/agencies would indemnify NDMC against any injury, loss of life, etc. caused either directly or indirectly due to the training.
- XIV. Coaches/agencies would be solely responsible for participation of trainees in any event not approved by NDMC.
- XV. No proposals from clubs would be accepted for coaching.
- XVI. All trainees would require to fill up a form with details of terms and conditions of coaching.
- XVII. If storage space for training equipment is required, this should be clearly specified in the proposal. However, this would be provided at the discretion of NDMC, if such storage space is available, on mutually agreed terms and condition.
- XVIII. The safe custody of the facilities and other infra structure available at the premises shall be the sole responsibilities of the coaches / agencies during the coaching period and during the period of contract. In case of theft, damage and accidents occurred in the facilities, the compensation as decided by the technical experts of the Council shall be recoverable from the coaches/ agencies.

- XIX. All applicants are advised to visit the facility(s) for which they wish to submit proposal for coaching and evaluate the potential before submitting their proposals. No representations will be entertained subsequently in this regard (contact person for school visit – Sh. Ravinder Kumar, ASEO, Mobile No.: 9953018343, Landline: 01123743571)
- XX. The RFP documents must be page numbered and total number of pages contained in the proposal should be indicated in the covering letter. NDMC would not be responsible if any enclosure is not found attached. The details of the proposal as per Annexure –I may also be submitted along with the RFP documents.
- XXI. Retired sports teacher of NDMC / Navyug / Directorate of Education, Govt. of NCT of Delhi may be encouraged to participate in this scheme as coach.

#### XXII. Evaluation of Proposals.

The proposals shall be evaluated by the NDMC through the Evaluation Committee. The NDMC shall evaluate the proposals in respect to the substantive responsiveness of the proposal or otherwise. Selection criteria are as under:

S. No.	Quality	Weightage
1.	Professional qualification of coach / coaches	20
2.	Experience in training of that particular sport	10
3.	Exposure of national and international sporting events as participant, organizer, judge etc.	10
4.	National, international awards won by the coaches	10
5.	National, international awards won by trainees by these coaches	10
6.	Weightage will be given to nationally / internationally acclaimed coaching agencies / coaches	10

7.	Coaching aids / technology / inputs proposed to be utilized during the coaching rates for coaching	10
8.	Charges proposed (monthly fees) for the trainees for per hours training schedule i.e. 5 days a week for one session daily.	20

#### 3. Period of contract

- I. The period for contract for coaching shall be for a period of 36 months (three years) from the date of signing of the agreement which will be signed with the with the successful coaches / coaching agency and the conditions described in this document shall be also be part of the agreement.
- II. The successful coaches / coaching agency shall execute an agreement / contract for the fulfillment of the contract on Rs. 100/- non judicial stamp paper, within ten days from the date of issuance of work award letter on acceptance of the proposal, failing which the letter of acceptance issued by NDMC will expire and the successful coach / coaching agency will have no right for the same.
- III. The incidental expenses of execution of agreement / contract shall be borne by the successful Coaches / Coaching Agency.
- IV. The conditions stipulated in the agreement / contract should be st4rictly adhere to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the NDMC and forfeiture of security deposit with NDMC.
- V. There will be no extension of this agreement beyond the prescribed period.

## 4. Validity Period of the RFP proposal

RFP proposal shall remain valid for a period of 90 days (sixty days) from the last date of submission of the RFP. NDMC reserves the right to reject a RFP proposal as non-responsive if:

- (i) Such RFP proposal is valid for a period which is less than specified
- (ii) Such RFP proposal is not in accordance with the RFP document,

NDMC shall not be liable to send an intimation of any such rejection to such Coach / Coaching Agency.

#### 5. Extension of Period of Validity

In exceptional circumstances, NDMC may solicit the Coach / Coaching Agency's consent for an extension of the period of RFP proposal validity. Any such request by the NDMC and the response thereto shall be made in writing and such extension of RFP validity period by the Coach / Coaching Agency should be unconditional. A Coach / Coaching Agency may refuse NDMC's request for such extension without forfeiting the RFP Security. A Coach / Coaching Agency accepting the request of NDMC shall not be permitted to modify its RFP.

#### 6. PENALTY CLAUSE

If the successful Coach / Coaching agency fails to provide coaching classes without prior information to NDMC, a penalty will be imposed as under and the penalty will be deducted from the share money of the Coaching & Coaching Agency:-

No. of days	Penalty amount per day
01-02	Rs.500
03-04	Rs.1000
05 to 15 days	Rs.2000
More than 15 days	Agreement will be terminated

**7.** In the event of the successful Coach / Coaching Agency not starting the coaching within 10 days after signing the agreement, the Earnest money deposited by the Coach / Coaching Agency shall be forfeited.

#### 8. TERMINATION CLAUSE

#### I. TERMINATION OF CONTRACT FOR DEFAULT

Education Department, NDMC without prejudice to any other remedy available for breach of contract, may terminate the contract in whole by a 30 (Thirty) days' notice in writing to the coach / coaching agency in the event of any one or all of the following:

- a) If the coach / agency fails to provide any one or all services as per this Contract, and conflict fails to set right the disruption in service within the 30 days' notice period or show a valid reason for lapse to the NDMC.
- b) If the agency has engaged in corrupt or fraudulent practices in executing the Contract.
- **II.** <u>**TERMINATION FOR INSOLVENCY:**</u> If the agency becomes bankrupt or is otherwise declared insolvent, then NDMC may at any time terminate the contract by giving written notice of 30 (thirty) days to the coach / coaching agency. Such termination shall not prejudice or preclude any right of the action or remedy, which has accrued or will accrue to the NDMC and vice versa.
- **III.** In case of the termination of the contract, no compensation shall be due to the Coach / Coaching Agency and the entire infrastructure like coaching material, furniture, books and site installations etc. would become the property of NDMC. Any damage to the property / infrastructure of the NDMC shall be rectified by the NDMC at the cost of the coach / coaching agency.

#### 9. Force Majeure

- I. If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under this contract be prevented or delayed by reason of the following events:
  - i. Any war or hostility.
  - ii. Acts of public enemy, civil commotion, sabotage, explosions embargoes general strikes, bandhs.
  - iii. Acts of God
- II. Hereinafter referred to as EVENT, neither party shall, by reason of such EVENT, be entitled to terminate this contract, nor shall any party have any claim to the damages against the other in respect of such nonperformance or delay in performance, provided that notice of happening, of any such EVENT is given by either party to the other within 7 (seven) days from the date or occurrence of the EVENT.

- III. Unless otherwise directed by the Director (Education), NDMC in writing, the agency / coaches shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force majeure EVENT.
- IV. Expected work and deliveries under this contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist.
- V. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such EVENT for a period exceeding 90(ninety) days, the Director (Education), NDMC may at option, terminate this contract.
- VI. In case of termination of contract due to force majeure event, NDMC would not pay any amount to the Coaches / Coaching Agency.
- **10.** Successful coach / Coaching Agency shall comply with laws of the land.

## 11. Disputes and Arbitration

In case of any dispute or differences, breach and violation relating to the terms of the agreement, the said dispute or difference shall be resolved with mutual consultation between Director (Education) and coach / coaching agency, failing which NDMC will terminate this contract.

## 12. MONITORING SYSTEM:-

- i. Director (Education), NDMC shall act as the nodal officer for the project for the purpose of overall monitoring of the project.
- ii. ASEO (Assistant Social Education Officer) and concerned school Principal or his nominee or in case of stadiums, an officer nominated by Director (Education) will act as Assistant Nodal Officer (ANO) to ensure that the coaching is imparted as per the agreed terms and conditions of the agreement.

## 13. Mailing Address for RFP s

RFP s shall be addressed to NDMC and sent at the following address:

# Director (Education) New Delhi Municipal Council (NDMC) Room No.7014, 7<sup>th</sup> Floor, Palika Kendra

Sansad Marg, New Delhi – 110001 (director.education@ndmcmail.gov.in)

#### 14. Deadline for Submission for RFP s

The RFP must be received by NDMC, at the specified address, latest by the deadline (05.05.2016 at 04.00 P.M.) for submission of RFP s. In the event of the specified date which is stipulated as the Deadline for Submission of RFP s is declared as a holiday for NDMC, the RFP s will be receive up to the appointed time on the next working day.

## 15. Extension of Deadline for Submission of proposal

If the need so arises, NDMC may, in its sole discretion, extend the Deadline for Submission of RFP s. In such an event, all rights and obligations of NDMC and Coach / Coaching Agency previously subject to the earlier deadline will thereafter be subject to the deadline as extended. Any such change in the Deadline for submission of RFP s shall be notified to the Coach / Coaching Agency through website of the NDMC.

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<b>DETAILS OF</b>	<b>OFFER FC</b>	OR COACHING
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S. No.	Particulars	Details
1	Name	
2	Registered address	
3	Name of Proprietor/Director/ Administrative Head	
4	Type of Ownership	
5	Proof of Support of the ownership	
6	Sport	
7	Level/Nature of Coaching to be offered	
8	Details of Experience in training of that particular sport along with the copy of the documents.	
9	Exposure of national and international sporting events as participant, organizer, judge etc. along with the supporting documents	
10	Name of Coaches/Assistant Coaches/Support Staff on offer	
11	Professional Qualification of Head Coach ( copy of the qualification may be attached with the) RFP document	
12	Qualification of Assistant Coach ( copy of the qualification may be attached with the) RFP document	
13	National, inter-national awards won by the coaches ( documentary proof may be submitted)	
14	Details of National, inter-national awards won by trainees of these coaches	
15	Preference of facility in order of preference	
16	Trainer / trainee ratio proposed	
17	Training Aids / Equipments required to be provided by the coaches/agencies.	
18	Charges Proposed (monthly fees) for the trainees for per hours training schedule i.e. 5 days a week for one session daily.	

Signature of applicant with Seal of Establishment

Full Name of Applicant with address & Date