



**SAVITRIBAI PHULE PUNE UNIVERSITY
TENDER NOTICE**

Name of work: Providing Services of Physical Fitness Training, Management and Maintenance of Gymnasium of the Savitribai Phule Pune University

Tenders for providing services of Physical Fitness Training, Management and Maintenance of Gymnasium of the Savitribai Phule Pune University are publically invited by the Savitribai Phule Pune University from eligible and reputed Physical Fitness Training Professional and Organizations, through two bids system, viz. Technical Bid and Commercial Bid.

Name of the work	Period	Earnest Money Deposit	Cost of Tender	Security Deposit
Providing Services of Physical Fitness Training, Management and Maintenance of Gymnasium of the Savitribai Phule Pune University.	1 year	25,000/-	2,000/-	1,00,000/-

The detailed tender notice is available on the University website www.unipune.ac.in.

**Advt. No. 27
Date : 29/06/2015**

**Sd/-
Dr. Narendra M. Kadu
Registrar**



SAVITRIBAI PHULE PUNE UNIVERSITY

TENDER NOTICE

For Providing Services of Physical Fitness Training, Management and Maintenance of Gymnasium of the Savitribai Phule Pune University

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Information for Invitation of Bid:

Name and Address of the Contact Person for any clarification	Dr. Deepak Mane, Director, Board of Sports, Savitribai Phule Pune University, Pune - 411 007.
Addressee and Address for Bid Submission	Director, Board of Sports, Savitribai Phule Pune University, Pune - 411 007.

Time Schedule for Tendering:

Release/Issuance of Bid Document	From 01/07/2015 to 13/07/2015 in the office hours except the holidays
Last Date for Submission of Bid	17/07/2015 till 15.00 hrs.
Date, Time and Place of Opening of Bids	17/07/2015 at 16.00 hrs. at the office of Director, Board of Sports, Savitribai Phule Pune University, Pune-7

Terms and conditions

1. Intending bidders shall pay Rs. 2000/- (Rupees Two Thousand only) by way of a Demand Draft of nationalized/scheduled bank drawn in favour of "Finance and Accounts Officer, Savitribai Phule Pune University", payable at Pune towards non-refundable cost of Tender Document. The blank tender document will be issued only after the payment of the said cost of tender document in the form of a Demand Draft.
2. **Eligibility Criteria :**
Intending bidder shall have at least 07 years' experience as a fitness trainer or of running a fitness centre of the government/semi-government organizations or recognized sport clubs.
3. Intending bidder shall submit relevant papers/testimonials/certificates in support of the condition mentioned above in the Eligibility Criteria.
4. The conditional tenders will not be accepted.
5. The information regarding terms and conditions of the tender and other information will be made available in the office of the Board of Sports of the Savitribai Phule Pune University (hereinafter referred to as "the University"), during the working hours.
6. The validity of the tender will be 120 days from the date of opening of the tender.
7. The tender forms will not be issued / received by post.
8. All documents submitted by the bidders shall be duly signed. Documents which are not signed will not be accepted.
9. The bids shall reach the above mentioned address on or before the scheduled date and time.

10. Bid documents shall be submitted fully in accordance with the requirements of the terms and conditions as mentioned in the bid document. Bids without Earnest Money Deposit and other required documents specified in the Bid Document and which do not fulfill all or any of the conditions prescribed in the Bid Document or which are incomplete in any respect or submitted after the due date and time, will be rejected outright.
11. Commercial bids of the short listed eligible bidders only will be opened in the presence of the bidders or their authorized representative, who choose to attend, at the time, place and date to be informed later.
12. Bidder whose technical bid is found to be acceptable and who meet the eligibility requirements as specified in bid document will be informed about the date and time of opening the commercial bid.
13. The commercial bids will be opened on the scheduled date and time even in case of absence of the bidder.
14. The University reserves the right to alter the time-schedule or to accept or reject any or all tenders either in part or in full, without assigning any reasons therefor.

Advt. No. 27
Date : 29/06/2015

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1. SUBMISSION AND OPENING OF TENDER

SUBMISSION OF TENDER

Tenders should be submitted in two bids system. One should contain the Technical documents and documents related to eligibility criteria duly super-scribed as "Technical Bid". Second should contain the price details duly super-scribed as "Financial Bid".

A) Envelope No. 1 (Technical Bid):

The First envelope clearly marked as Envelope No. 1 shall contain the following documents and the forwarding letter indicating the documents contained therein:

- (i) Demand Draft of Rs. 25,000/- of nationalized/scheduled bank drawn in favour of "Finance and Accounts Officer, Savitribai Phule Pune University" payable at Pune towards the Earnest Money Deposit;
- (ii) Certificate/s of work experience/work orders of the government/semi-government organizations or recognized sport clubs issued in the name of the intending bidder clearly indicating experience of intending bidder as a fitness trainer or of running fitness centre.

B) Envelope No. 2 (Financial Bid):

The second envelope clearly marked as Envelope No. 2 shall contain only the main tender document issued by the University including the Scope of Work, conditions of contract and the Financial Bid. A tender submitted without this would be considered as invalid. The Financial Bid should be filled as per the enclosed Schedule and should be typed or written in words and figures at appropriate places. The Bidder should not quote his offer anywhere directly or indirectly in Envelope No.1. The Bidder shall quote for the work as per details given in the tender document and also based on the detailed set of conditions mentioned in the tender document. The tender shall be unconditional. Conditional tender will be rejected without giving any reason. Rate should be quoted inclusive of all State/Central/Local Government Taxes, Service Tax,

duties and other expenses including all taxes to carry out the scope of work. Corrections / alterations / overwriting, if any, shall also be initialed with date.

C) MANNER OF SUBMISSION OF TENDER

- (i) The two sealed Envelopes No. 1 and 2 shall be stapled together. A single envelope containing both envelopes (i.e. Envelope No. 1 and Envelope No. 2 sealed separately) shall be addressed to the Director, Board of Sports, Savitribai Phule Pune University, Pune 411 007. All the three envelopes (one outer and two inner) shall be marked "Tender for Providing Services of Physical Fitness Training, Management and Maintenance of Gymnasium of the Savitribai Phule Pune University".
- (ii) The inner and outer envelopes shall indicate the full name and address of the bidder. The bidder shall ensure that their tender is received by the Director, Board of Sports, Savitribai Phule Pune University, Pune 411 007, before expiry of the date and time specified in the tender notice. No delay on account of any cause will be entertained for the late receipt of tender. Tender offered or received after the stipulated date and time will either not be accepted or if inadvertently accepted, will not be opened and shall be returned to the bidder unopened. The bidder needs to submit the tender along with photocopies of required documents duly attested by any Gazetted Officer or Notary, failing which the tender will not be considered for further action and Envelope No. 2 of such bidders will not be opened.
- (iii) No pages shall be removed from or added in or replaced in the tender.

D) COST OF TENDER

The bidder shall bear all costs associated with the preparation and submission of its tender. The University shall in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the tendering process.

E) MANNER OF OPENING TENDER

The tender received before the time and date specified in the Tender Notice will be opened on the specified date and time in the presence of the University

Officers and bidders or their authorized representatives who choose to remain present.

F) PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation and comparison of tenders and the award of a Contract shall not be disclosed to bidders or any other person not officially concerned with such process until the award to the successful bidder has been announced.

G) PRELIMINARY SCRUTINY

- (i) The University will scrutinize the tender to determine whether they are complete, whether any errors have been made, whether required technical documentation have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. The University will also determine the substantial responsiveness of the tender. For purpose of these clauses, a substantially responsive tender is one that confirms to all the terms and conditions of the tender document without any deviation. A tender determined as not substantially responsive will be rejected by the University and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- (ii) The Envelope No. 1 will be opened first. If it is noticed that the Envelope No. 1 does not contain all documents listed in Clause 1 (A) - Envelope No. 1 (Technical Bid) mentioned above, the Envelope No. 2 containing Financial Bid shall not be opened and the tender of the bidder shall be rejected. The Financial Bid of technically qualifying bidder/s only will be opened and the rates shall then be read out.
- (iii) Tenders submitted after the due date or which do not fulfill all or any of the conditions or are incomplete in any respect are liable to be summarily rejected.
- (iv) The University reserves the right to reject any or all tenders received without assigning any reason therefor.
- (v) The notice-inviting tender shall form part of the tender document.

- (vi) The University reserves the right to suitably increase/ reduce the scope of work put to this tender.
- (vii) The acceptance of tender will be communicated to the successful Bidder in writing by the University.

H) VALIDITY OF TENDER

The Tenders will be valid for a period of 120 days from the date of its opening.

2. INSTRUCTIONS REGARDING EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT

A) EARNEST MONEY DEPOSIT

- (i) The bidder shall deposit the amount Rs. 25,000/- (Rupees Twenty Five Thousand only) as Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of a demand draft of Nationalized/Scheduled Bank drawn in favour of "Finance and Accounts Officer, Savitribai Phule Pune University" payable at Pune.
- (ii) The failure or omission to deposit the Earnest Money Deposit shall disqualify the tender and the same will not be considered by the University.
- (iii) No interest shall be payable by the University in respect of such deposited Earnest Money.

B) FORFEITURE OF EARNEST MONEY DEPOSIT

- (i) The bidder shall not revoke his tender or vary its terms and conditions without consent of the University during the validity period of tender, failing which the Earnest Money deposited by it shall stand forfeited to the University without prejudice to its other rights and remedies and the bidder shall be disentitled to submit a tender to the University for execution of any work during the next twenty four (24) months effective from the date of such revocation.
- (ii) If the successful bidder does not pay the Security Deposit in the prescribed time limit or fails to sign the Agreement, the Earnest Money Deposit will be forfeited by the University.

C) REFUND OF EARNEST MONEY DEPOSIT

Earnest money of the unsuccessful bidders will be refunded on the receipt of their applications or on the expiry of the validity period, whichever is earlier.

D) SECURITY DEPOSIT

- (i) The successful bidder shall have to pay Rs. 1,00,000/- (Rupees One Lakh only) as Security Deposit in the form of a demand draft Nationalized /

Scheduled Bank drawn in favour of “Finance and Accounts Officer, Savitribai Phule Pune University”, payable at Pune, within 15 days from the date of Letter of Acceptance issued by the University.

- (ii) If the bidder fails to pay Security deposit within 15 days from the date of Letter of Acceptance, unless extended in writing by the Director, Board of Sports of the University, the amount of the Earnest Money Deposit shall be forfeited by the University and the acceptance of his tender shall be considered as withdrawn.
- (iii) On completion or termination of the Contract, the amount of Security Deposit will be refunded to the Contractor without interest, after submission of an application for the same by the Contractor to the University, after deducting all the dues/penalties, if any, payable to the University by the Contractor.

3. SCOPE OF WORK AND CONDITIONS OF CONTRACT

A) DEFINITIONS

- (i) "Approved" shall mean approved in writing including subsequent confirmation of previous verbal approval. "Approval" shall mean approval in writing including as aforesaid.
- (ii) "Competent Officer" shall mean any officer authorized by the University to act on behalf of the University.
- (iii) "Contract" shall mean and include the terms and conditions of contract. Letter of acceptance, the offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged entered into between the University and the Contractor, and any other document forming part of the contract.
- (iv) "Contractor" shall mean the individual or firm undertaking the contract and shall include legal representatives of such individual or persons composing such firm or successors of such firm and permitted assigns of such individual or firm and shall mean "the successful bidder".
- (v) "Letter of Acceptance" means the formal acceptance by the University.
- (vi) "Services" shall mean the services to be supplied to the University by the Contractor as stated in the Contract and shall include the services prescribed in the Tender document.

B) PARTIES TO THE CONTRACT

The parties to the Contract shall be the Contractor, whose offer is accepted by the University. The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm, shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the University may, without prejudice to any other Civil/criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damage for such termination.

C) SCOPE OF WORK

- (i) The Contractor shall provide services of Physical Fitness Training, Management and Maintenance of Gymnasium of the University.
- (ii) All services to be provided by the Contractor shall be as per the conditions of the contract. The services supplied under the Contract must be of the highest quality and standard.

D) CONDITIONS OF CONTRACT

- 1) The Contractor shall inspect the facilities available at the Gymnasium of the University before submitting his offer. No extra facilities will be provided by the University. However, the Contractor may provide additional facilities at his own cost with the permission of the University.
- 2) The Contractor has to maintain the Gymnasium in good condition during the operation period and shall hand over the Gymnasium with all facilities in good condition to the University after expiry of the contract.
- 3) The Contractor shall be responsible for all day to day activities, affairs, management and conduct of coaching activity at the Gymnasium.
- 4) The Contractor shall be responsible for the proper maintenance of all fittings, fixtures, tools etc. provided at the Gymnasium by the University. He shall keep those in order and in proper working condition. In case of theft / damage to these fittings, fixtures, tools etc. the Contractor shall have to replace / provide the same at his own cost.
- 5) The Contractor shall be responsible for the admission of the players for the Physical Fitness Training. The membership of the Physical Fitness Training can be yearly, half yearly, quarterly or monthly. He may allow the players to use Gymnasium on daily basis and he may charge accordingly.
- 6) The Contractor shall provide membership for the Physical Fitness Training to the University employees and their family members (father, mother, husband, wife and their children) and the students of the University Departments @ Rs. 150/- (Rupees One Hundred Fifty only) per month, excluding the Government taxes, as applicable from time to time. Besides this, the Contractor may provide membership to the persons/students outside the

University and may charge fees to them, with the condition that they should follow all the rules and regulations of the University.

- 7) The Contractor shall have to arrange free Physical Fitness Training to the 15 players selected by the Director, Board of Sports of the University.
- 8) The Contractor shall prepare a time-table for imparting Physical Fitness Training and shall strictly adhere to the time-table.
- 9) The Contractor, the coaches and the staff appointed by him shall use the Gymnasium strictly for the purpose of Training and to promote and encourage the advancement of Physical Fitness.
- 10) The Contractor shall abide by the rules and regulations of the University in respect of the Physical Fitness Training activity.
- 11) The Contractor shall not shift any material, tools etc. laying in the Gymnasium anywhere in any case.
- 12) The Contractor shall participate in various activities relating to Physical Fitness Training as decided by the Director, Board of Sports of the University and shall attend meetings/workshops/ seminars, if so required by the Director, Board of Sports of the University.
- 13) The Contractor shall not organize any competition in the Gymnasium without prior written permission of the University.
- 14) The Contractor shall make the Gymnasium available to the University, as and when required.
- 15) The Contractor shall employ trained and polite coaches at his own cost for imparting Physical Fitness Training in the Gymnasium of the University.
- 16) The Contractor shall pay salaries, wages, allowances etc. to the coaches / staff appointed by him for the purpose of imparting Physical Fitness Training in the Gymnasium and in no event the University shall be liable and / or responsible for payment of the same.
- 17) The Contractor shall ensure that the coaches and staff appointed by him are diligent and hardworking towards the job and duties assigned to them and that they are efficient, honest, polite and well-behaved with the members, visitors and staff of the University.
- 18) The Contractor shall prevent the members and visitors from the loitering in the premises of the Gymnasium and from throwing any litter, garbage, etc.,

and also from any act which may make the premises of the Gymnasium and of the University unhygienic, dirty and unclean.

- 19) The Contractor alone shall be liable and responsible for any act of commission and / or omission on the part of the coaches/staff members engaged by him, including misbehavior, negligence in duty, absenteeism etc., and also for any mishap and /of accident occurred in the Gymnasium. The Contractor shall indemnify against any consequences, costs, actions and/or claims arising out of this Agreement due to the reason of any such act of commission and / or omission on the part of the Contractor or coaches and staff engaged by him.
- 20) The coaches / staff appointed by the Contractor for the purpose of imparting the Physical Fitness Training in the Gymnasium shall not be the employees of the University and the University is not liable in any manner, whatsoever, for any dues, claims, disputes, etc. of the trainers / staff appointed by the bidder/contractor. The Contractor shall keep the University indemnified on respect of any claims, payments, salaries, wages, etc. of the coaches / staff appointed by the Contractor.
- 21) During the subsistence of this Contract, the Contractor alone shall be in-charge of the Physical Fitness Training activity and shall be solely responsible for imparting the Physical Fitness Training in a proper and beneficial manner. In the event of any misconduct committed by any member and / or visitor in the Gymnasium, the Contractor shall have authority to take proper action against such person committing misconduct.
- 22) The Contract between University and the Contractor will be for of legal and practical purpose is and in no event shall be deemed to be partnership or joint venture license, etc.
- 23) The Contractor shall remove himself along with his coaches and staff from the premises of the Gymnasium on closure of the Physical Fitness Training for the day and in no event, the Contractor or his coaches and staff shall be allowed to remain in the said premises after closure of the Physical Fitness Training.
- 24) All premises, property, furniture, fixtures, fittings, equipment, tools etc., in the premises of the Gymnasium belong to and shall always belong to the

University and the Contractor shall not be entitled to claim any right, title or interest of any nature, whatsoever, therein.

- 25) The University through the Competent Officer will carry out inspection of the services provided by the Contractor to confirm their conformity with the scope of work. The Competent Officer shall be entitled at any time to inspect the services.
- 26) The Contractor shall take at his own cost, if required, necessary insurance cover in respect of staff and workers engaged by him in connection with the services to be rendered to the University and shall comply with all relevant labour laws as applicable, and shall indemnify the University against all acts or omissions, fault, breaches and/or any claim or demand, loss, injury and expenses to which the University may be party or involved as a result of the contractor's failure to comply with the relevant law.
- 27) In case of accident to the Contractor/ Contractor's labours, the University shall not be responsible for medical and other financial help and the Contractor shall be solely responsible for the same.
- 28) In case of the dispute of the Contractor and his coaches / staff, the University shall not be responsible for any type of compensation or settlement inside or outside the court of law and the Contractor shall be solely responsible for the same.
- 29) The Contractor shall pay to the University an amount offered by him in the Financial Bid and accepted by the University per month before 5th day of every month. The bidder / contractor shall be liable to pay service tax, as applicable, from time to time. The University shall be at liberty to forfeit the Security Deposit in case of breach of any of the terms and conditions of this tender.
- 30) The period of this Contract shall 12 months. The duration of the Contract may be extended further each year up to maximum three years, if the performance of the Contractor is found satisfactory to the University. In case of extension, the Contractor shall have to pay an amount offered by him in the Financial Bid and accepted by the University, with an increase of 10% per annum from the date of extension.

E) ASSIGNMENT OF CONTRACT:

Except where otherwise provided by the Contract, the contractor shall not subcontract any part of the Contract.

F) CORRUPT OR FRAUDULENT PRACTICES:

- (i) The Contractor shall observe the highest standards of ethics during the procurement and execution of the Contract. For the purposes of this provision, the University set forth as follows:
 - (a) 'Corrupt practice' means the offering giving, receiving or soliciting of anything of value of influence the action of the public official in the procurement process or in contract execution, and
 - (b) 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or a execution of a Contract to the detriment of the University, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the University of the benefits of the free and open competition.
- (ii) The University will reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices in competing for the contract in question. The University will hold the Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time, determines that the contractor has engaged in corrupt and fraudulent practices in competing for, or in executing a contract.

G) MODE OF SERVING NOTICE

Communications between the Parties which are referred to in the Contract, are effective only when in writing.

H) GOVERNING LANGUAGE

Governing language for the entire contract and communications there of shall be in English or Marathi only.

I) GOVERNING LAW

The Contract shall be governed and construed in accordance with laws in India.

J) TERMINATION OF CONTRACT

- 1) In the event the Contractor commits breach of the any of the terms and conditions of this Contract, the University shall issue a notice to the Contractor to cure the material failure or breach of any term and condition of this Contract. If the material failure or breach of any term and condition of the Contract is not cured by the Contractor within seven days even after receipt of the notice, the University shall have a right to terminate this Contract by giving a prior written notice of thirty days to the Contractor in that behalf. After expiry of such notice period, the Contract, for all legal and practical purposes, shall come to an end and shall stand terminated, and the Contractor shall not have any right to claim any losses or damages from the University, save and except the legitimate dues, if any, payable by the University to the Contractor in terms of this Contract. In the event of such termination, the Contractor shall be liable to pay an amount offered by him in the Financial Bid and accepted by the University or in case of extension of Contract, an amount increased @ 15% per annum, to the University up to the date termination. On such termination, the Contractor shall forthwith remove himself along with his coaches and staff from the premises of the Gymnasium and the University shall be entitled to prohibit their entry in the said premises.
- 2) In the event, the Contractor desires to terminate this Contract, he shall at liberty to do so by giving prior written notice of thirty days to the University. However, in such circumstances, the Security Deposit will be forfeited by the University.

K) INTERPRETATION

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, interpretation of the Clauses by the Vice Chancellor of the University shall be final and bindings on both the Parties.

L) ARBITRATION

The University and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract. In case of any unresolved dispute, the parties shall refer the same for arbitration to the sole arbitrator appointed by the Vice-Chancellor of the University. The decision of the arbitrator shall be final and binding upon both the parties. Provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration. Such arbitration proceeding shall be held at Pune.

M) JURISDICTION:

All the disputes arising between the Contractor and the University Authority shall be subject to jurisdiction of Pune Courts only.

N) AGREEMENT:

The Contractor will have to make an Agreement in a prescribed format, on a stamp paper of Rs. 100/- (to be purchased by him/her at his/her own cost) immediately after the receipt of the Letter of Acceptance.

SCHEDULE

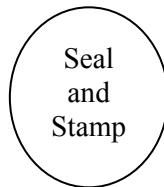
Financial Bid

Name of the work: Providing Services of Physical Fitness Training, Management and Maintenance of Gymnasium of the Savitribai Phule Pune University

Name of the Contractor :

Description of Services	Months	Amount Per month	Total Amount
Providing Services of Physical Fitness Training, Management and Maintenance of Gymnasium of the Savitribai Phule Pune University (Service tax, extra as applicable, from time to time, will be paid by the Contractor)	12	Rs.....	
Total Amount in words			

I have read all the terms and conditions in the tender document and considering those, I hereby submit this offer.



Signature of Bidder

Place:

Date:

- Note:-
- 1) The Contractor should quote monthly charges for all above work.
 - 2) The rates shall be exclusive of Service Tax.
 - 3) The University is exempted from Tax deduction at source Vide Circular No. 4/2002 dated 16th August, 2002 issued by CBDT.

I hereby agree to execute above works at the rate of Rs. _____ (In words Rs. _____) per month.

Contractor's Sign and Stamp

Signature of Contractor No. of Corrections Director, Board of Sports