



**Sports, Physical Education, Fitness & Leisure Skills Council
(SPEFL-SC)**

Inviting RFP for Empanelment of Audit Agency for Indian Register for Exercise Facilities for Gyms/Fitness Centers /yoga centers and other Exercise areas.

**Proposal to be submitted
online For
(Technical proposal as per schedule of requirement)**

NIT No: SPF/TM/01/2020 dated 21 August 2020

**IREF c/o SPEFL-SC
207, 2nd Floor, DLF Tower, Galleria Mall,
Mayur Vihar Extension, Phase-I,
New Delhi-110091, India
Phone: 9870323350 Email: info@irefs.in**

Request for Proposal

for

Empanelment of Audit Agency for Indian Register for Exercise Facilities for Gyms/Fitness Centers /yoga centers and other Exercise areas.

RFP No.: SPF/TM/01/2020

RFP Issue Date	: 21/08/2020
Pre Proposal Meeting	: 26/09/2020
Last Date of Submission	: 28/09/2020
Date for opening Technical Proposal	: 30/09/2020



**Sports, Physical Education, Fitness & Leisure Skills Council,
207, 2nd Floor, DLF Tower, Galleria Mall, Mayur Vihar
Extension, Phase-I, New Delhi-110091**

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Request for Proposal

Sports, Physical Education, Fitness & Leisure Skills Council (hereinafter referred to as "SPEFL-SC") invites Proposals from agencies and Individuals (Hereinafter called "agency") having relevant experience in Sports and Fitness Industry for Audit of Indian Register for Exercise Facilities (Hereinafter referred to as "IREF") affiliated Facilities. The period of contract is initially for one year and further extendable up to three years based on satisfactory completion of contract every year on mutually accepted terms and conditions, subject to price escalation not exceeding 5% for each such yearly extension.

SPEFL-SC invites online proposals for "**Audit Agency for Indian Register for Exercise Facilities for Gyms/Fitness Centers/yoga centers and other Exercise areas.**"

All offers should be made in English and should be written in both figures and words. Proposal forms can be downloaded from the SPEFL-SC Portal (<http://sportsskills.in>) and Institutes/Firms/Individuals are requested to read the proposal document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the firms from the tender exercise. The COO, SPEFL-SC reserves the right to select the firm or to reject any quotation wholly or partly without assigning any reason. Incomplete proposals amendments and additions to proposals after opening or late proposals are liable to be ignored and rejected.

1. Instructions for Online Submission of Proposals:

Please go through the proposal document carefully to understand the documents required to be submitted as part of the proposal. Please note the number of covers in which the proposals documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the proposal.

2. Preparation of Proposals

Tenderer should take into account any corrigendum published on the proposal document before submitting their bids.

Tenderer, in advance, should get ready the proposals documents to be submitted as indicated in the RFP document / schedule and generally, they can be in PDF / XLS formats. Proposal documents may be scanned with 100 dpi with black and white option and then may be sent through email at info@irefs.in, with subject line as "PROPOSAL FOR AUDIT AGENCY"

3. Submission of Proposals

The address and contact numbers for sending Bids or seeking clarifications regarding this

RFP are given below -

a) Bids/queries to be addressed to: Coordinator-IREF

b) Postal address for sending the Bids:

**IREF c/o SPEFL-SC, 207, 2nd Floor, DLF Tower, Galleria
Mall, Mayur Vihar Extension, Phase-I, New Delhi-110091**

c) Name/designation of the contact personnel: Ms. Sarika

d) Telephone number of the contact personnel:

9870323350

E-mail id of contact personnel: info@irefs.in

SPEFL-SC will not be responsible for any type of issue regarding any kind of delay in receipt of the proposal.

4. Assistance to Tenderers

Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the proposals Inviting Authority for a proposal or the relevant contact person indicated in the RFP document.

Chapter A: General Terms and Conditions:

1. Offers in the proposal should be written in English. The offer should be typed or written in pen ink or ball pen. Use of pencil will be ignored. The relevant supporting documents as mentioned or required should be enclosed along with the offer.
2. Bids received beyond last date of proposal submission will be rejected.
3. Terms & conditions and any other factor which may affect the contract, shall be open for discussion for wider competition.
4. At any time prior to the deadline for submission of proposals, SPEFL-SC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFP document by amendment.
5. The amendment will be published on SPEFL-SC website. In order to afford reasonable time to the prospective applicant, in which they can take amendment into account in preparing their Proposal, SPEFL-SC may, at its own discretion extend the deadline for the submission

of proposal.

6. The applicants are requested to read the RFP document carefully and ensure compliance with all the instructions herein. Non-compliance of the instructions contained in this document may disqualify the applicant from the RFP exercise.
7. Any amendment and / or addition made to the RFP are not permissible after opening of the RFP, incomplete RFP(s), will be rejected.
8. RFP should be submitted in one single part through post or email as described above.

Chapter B: Evaluation and Selection

1. **Part - I** : Technical proposal should contain information regarding constitutional documents (Memorandum and Articles of Association or Registration of Firm, in case of companies etc and Membership of any association, last achieved qualifications etc in case of Individuals), Business Turnover, empanelment details with any other such organization, experience in the sector, Compliance to Laws and other relevant documents of the company/firm/Individuals to enable judging the suitability of the applicant. Self-attested copies of all supporting document(s) should be enclosed with technical proposal in the prescribed format i.e. **Appendix A** which should inter alia contain the documents as per succeeding paras.
 - (a) **Eligibility Criteria: Firm/ Company/Individuals** fulfilling the following requirements shall only be eligible to apply:-
 - (i) The Agency can be a company, a firm, proprietorship, an NGO or an Individual
 - (ii) The Agency, if not an individual, must be registered with **the appropriate Government agency** and copy of Registration Certificate must be submitted.
 - (iii) In case of an individual or entrepreneurship firm, the individual or the proprietor should have a valid Aadhaar Card and PAN Card.
 - (iv) The Agency should preferably have at least experience of **1 years** in Sports and Fitness Industry. However, the agency can be selected even if not having prescribed number of years based on the assessment of SPEFL-SC the agency is found capable of getting empaneled with SPEFL-SC.
 - (v) In case of Individual, minimum qualification requirement is graduation.
 - (vi) The Agency or any of its partners/members has not been debarred and/or blacklisted by any Central Government and/or any State Government Department(s) and the Applicant should not have any litigation in any of the

Court(s), no police complaint registered against it and no defaults made in payment of government taxes. An affidavit to that effect on Non- Judicial Stamp paper of Rs 50/- duly notarized shall be enclosed with the technical proposal. The Performa of the affidavit is attached with the RFP as **Appendix C**.

- (b) Documents to be enclosed:
1. Copy of Aadhaar Card and PAN Card of Directors of the Company/proprietor of the firm/partners of the firm/individual consultant
 2. Copies of Work completion certificates
 3. Copies of certificate of Incorporation/registration
 4. Copies of Educational Certificate, in case of Individual consultant
 5. Affidavit - Declaration regarding Black listing/ Debar
 6. Declaration regarding no litigation pending, no police complaint and no defaults in government taxes
 7. Such other documents as required by the RFP.
- (c) The Applicant shall submit one copy of RFP document and addenda thereto, if any, with each page of this document signed and stamped to as a proof to confirm the acceptance of RFP term & conditions by Applicant.
- (d) The proposal of any Applicant who has not complied with two or more of the conditions of eligibility criteria and/or fail to submit the required documents as mentioned/or required in RFP document are liable to be summarily rejected.
- (e) Unresponsive or invalid bids are liable to be cancelled.
- (f) Preparation Cost: The Applicant shall solely bear all costs associated with the preparation and submission of the proposals, including the Office visit etc. SPEFL-SC shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the RFP process. In no case such costs shall be reimbursed by SPEFL-SC.
- (g) The RFP will be summarily rejected if:
- i. Documents are not attached regarding
 - Experience
 - Qualification
 - Declarations
 - Turnover
 - ii. If any eligibility criteria is not fulfilled.
 - iii. Proposals along with signed copy of RFP are not attached.
- (h) Local Conditions:
- (i) It shall be the responsibility of each Applicant to be fully informed/acquaint/familiarize himself with local conditions and factors, which may

have any effect on the execution of services to be rendered under the contract. **The Applicant(s) intending to proposal may visit SPEFL-SC office and make themselves thoroughly acquainted with the RFP proposal.**

- (ii) SPEFL-SC shall presume that the Applicant has understood and agreed that all the relevant factors have been kept in view while submitting the proposal. No financial adjustment arising thereof shall be permitted by SPEFL-SC, on the basis of any non-clarity of information about local conditions being pleaded by the Applicant. Further, no claim for financial adjustment will be entertained for being made in the contract awarded on this RFP document.

2. Part - II :

RFP Evaluation: SPEFL-SC will evaluate all the proposals to determine whether these are complete in all respects as specified in the RFP documents.

Technical Evaluation will be done on the basis of the documents provided by the applicant keeping them side by side with the terms and conditions of the Tender. Documents will be evaluated for different terms, like eligibility, manner of submission of documents etc. After evaluation of Technical Proposals, a list of the qualifying Applicant(s) will be made. Short-listed Applicant(s) will be informed immediately and they should depute their representative/s to attend the meeting on the scheduled date & time.

- (a) **Commencement of Contract:** The Service Provider/Provider's must commence the work within 7 days from the date of awarding of work order.
- (d) **Termination of Contract:** SPEFL-SC reserves the absolute right to terminate contract immediately:-
 - (i) If found that contract continuation with Service Provider is not in public interest;
 - (ii) If the Service Provider fails to provide the services as envisaged herein within the period(s) specified in the contract or any extension thereof as may be granted by SPEFL-SC.
 - (iii) If the Service Provider fails to perform any of the obligation(s) under the contract.
 - (iv) If at any later date, it is found that the documents and certificates submitted by the Service Provider have been incorrectly furnished/represented, or in any manner, are forged or have been manipulated.

Note: The Service Provider shall be liable for action as appropriate under the extant laws. The Service Provider is not eligible for any compensation or claim in the event of such cancellation.

Chapter C: Service Provider's Obligations

Scope of Work- The empaneled Training Centre Audit Agency is required to perform the following tasks:

General Tasks to be carried out -

- (a) Prepare the quarterly Audit Calendar for conducting the Audits of IREF Facilities based on the number and locations and submit to SPEFL-SC for approval.
- (b) Based on the Audit Calendars, prepare the monthly Audit plan and submit to SPEFL-SC for approval.
- (c) Based on the approved monthly Audit plan, prepare a route plan to cover maximum facilities.
- (d) Prepare the Facility Audit checklists based on inputs and approval of SPEFL-SC.
- (e) Conduct the Facility Audits using the Facility Audit Checklists as per the approved monthly Audit plan.
- (f) Record observations and non-conformances in the Audit Checklist.
- (g) Prepare the Post Audit Reports based on the observations and non-conformances recorded during the Audits.
- (h) Send the Post Audit Reports to SPEFL-SC for review and approval.
- (i) Share the approved Post Audit Reports to the specific Facilities for their records and closure of non-conformances.
- (j) Ensure closure of non-conformances before the next Audit of the Facility.
- (k) Prepare monthly/quarterly reports of Audits conducted during the month/quarter and share with SPEFL-SC.

Chapter D: Other Terms and Conditions

1. SPEFL-SC's Obligations:

SPEFL-SC shall provide the necessary information to the Service Provider as can be reasonably provided.

2. Other Important Terms:

- a. Any losses sustained by SPEFL-SC due to negligence of Service Provider's services in the form of any loss/damage of property (including those attributable to individual employees/manpower engaged by the service provider) will be recoverable from the Service Provider, as the money value shall be estimated by SPEFL-SC. The decision of SPEFL-SC in this regard will be final and binding on the Service Provider.
 - b. The Service Provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
 - c. Any action on part of Applicant to influence any Officer of SPEFL-SC or canvassing in any form shall make the RFP liable for rejection.
 - d. The Service Provider shall take adequate care in engaging qualified and suitable manpower, including appropriate verification of their character and antecedent. If in the opinion of SPEFL-SC authorities, the performance of any of manpower deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retain them for the work, he/she should be replaced immediately on such request.
 - e. Manpower deployed by the Service Provider shall be employee of the Service Provider and Service Provider will be solely responsible for any claim whatsoever arise against any service covered under the contract.
 - f. SPEFL-SC shall not be responsible or liable under any laws/or rules or in any case that is in force or that may come in force from time to time in respect of the claim raised by manpower deputed by the Service Provider.
 - g. It will be the prime responsibility of the Service Provider to provide a suitable substitute to SPEFL-SC, if any manpower is absent from duties with prior approval from the concerned authority of SPEFL-SC.
3. **Jurisdiction:** The court(s) at New Delhi alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this RFP / contract. It is specifically agreed that no court outside and other than New Delhi courts shall have jurisdiction in the matter.
 4. Minor variations in the terms and conditions of the contract as specified can be adopted with the concurrence of both the parties wherever required to fulfill the objectives of the contract.

Annexure A
Format for Technical Proposal (on letter head)

S No	Descriptions	Information to be filled by the Applicant (if required separate sheets may be enclosed)	
1.	Name, Address, Mobile No & E mail ID of Applicant with complete contact details.		
2.	Type of Organization (Whether proprietorship, partnership, Private limited, individual consultant)		
3.	Name and Address of the Directors Proprietor /Partners/individual		
4.	Year of formation of the company/ experience as an agency		
5.	Details of Registration	R No.	Copy enclosed : Y / N
6.	Aadhaar No. of Directors/ Proprietor /Partners/individual (attach copies)	Copy enclosed : Y/N	
7.	(a) GST Number/ Certificate		Copy enclosed : Y /N
	(b) PAN Number		Copy enclosed : Y / N
8.	Any other information		

|

Note: - Please furnish at least two professional references of as under:-

S. No.	Name with Designation	Name of Company/Firm	Landline No.	Mobile No.	Email ID	Address
(a)						
(b)						

Copies of relevant documents are to be enclosed in support of above information.

Undertaking

- (a) I hereby certify that all the information furnished above are true and correct to the best of my knowledge. I have no objection to SPEFL-SC verifying any or all the information furnished in this document with the concerned authorities, if necessary.
- (b) I also certify that, I have understood the complete scope of work; all terms and conditions indicated in the RFP document and completely accept all of them.

(Signature of the Applicant)

Seal & Signature of the authorized signatory of the Firm/ Company

Annexure B

Self-Declaration Regarding No Police Complaint, No Court Cases and No Defaults in Government Taxes

1. I/ We _____ (Applicant) hereby declare that the Applicant namely does not has any cases pending in any of the District Courts or High Courts or Supreme Court or any other judicial or quasi judicial forums. Further, there are no police complaints against us/me in any police station in India or abroad and I/we do not have any default in payment of any kind of taxes due to the Government

(Or)

M/s _____ does not has any cases pending in any of the District Courts or High Courts or Supreme Court or any other judicial or quasi judicial forums. Further, there are no police complaints against us/me in any police station in India or abroad and I/we have never defaulted in payment of any kind of taxes due to the Government.

2. In case the above information is found false, I / we are fully aware that the RFP / contract will be rejected/cancelled by COO, SPEFL-SC.
3. In addition to the above, COO, SPEFL-SC will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Attested:

(Public Notary / Executive Magistrate)

Name _____

Address _____

Seal & Signature of the authorized signatory of the Firm/ Company

(Signature of the Applicant)

Annexure C

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN RFP

(To be executed & attested by Public Notary / Executive Magistrate on Rs.50/- non judicial Stamp paper by the Applicant)

1. I/ We _____ (Applicant) hereby declare that the Applicant namely

M/s _____ has not been blacklisted or debarred in the past by Union / State Government or any Organization from taking part in Government RFPs in India and has no litigation in any of the Court(s).

I/We _____ (Applicant) hereby declare that the Applicant namely

(Or)

M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government RFPs for a period of years wef _____ to _____. The period is over on _____ and now the firm / company is entitled to take part in Government RFPs.

2. In case the above information found false, I / we are fully aware that the RFP / contract will be rejected/cancelled by COO, SPEFL-SC.

3. In addition to the above, COO, SPEFL-SC will not be responsible to pay the bills for any completed / partially completed work.

DEPONENT

Attested:

(Public Notary / Executive Magistrate)

Name _____

Address _____

Seal & Signature of the authorized signatory of the Firm/ Company