

गोला बारूद निर्माणी, खडकी, म्युनिशंस इंडिया लिमिटेड की इकाई भारत सरकार का उद्यम, रक्षा मंत्रालय, पुणे, महाराष्ट्र - 411 003.	 Munitions India Limited विनाशाय दुष्कृत्याय	Ammunition Factory, Khadki, Unit of Munitions India Ltd. A Govt. of India Enterprise, Ministry of Defence, Pune, Maharashtra - 411 003.
दूरभाष सं : 020-25922699	Fax No. : 020-25813205	Email Id: afk@ord.gov.in

TENDER ENQUIRY (TE)

Invitation of Bids for Supply of / : LICENSING OUT OF AFK'S RHE FOOTBALL GROUND FOR
Tender Title PERIOD OF 11 MONTHS.

Tender Enquiry No./Ref No. : AFK/EST(M)/ADVT/RHE FOOTBALL GROUND/01
Date: 31/05/2024

Tender Opening Date 10/07/2024 (at 1430 Hrs)

TENDER TYPE : OTE

BIDDING TYPE : ONE BID

MODE OF TENDER : MANUAL (CONVENTIONAL)

- Bids in sealed cover are invited for licensing out of AFK's RHE Football Ground for period of 11 months. Please super scribe the above mentioned TITLE, Tender Enquiry Number (No.) and Tender Opening Date of the Bids on the sealed cover to avoid the Bid being declared invalid.
- The address and contact numbers for sending Bids or seeking clarifications regarding this TE are given below.
 - Bids/queries to be addressed to : The Chief General Manager
Ammunition Factory Khadki,
Ministry of Defence, Pune
Maharashtra (India) Pin 411003.
 - Postal Address for sending the Bids : V S Tajbije, Asst Works Manager
(+91) 20-2592 2078/2050/2699
vstajbije@ord.gov.in
 - Name/designation of the contact personnel : (+91) 20-25813205
 - Telephone numbers of the contact personnel : 27AAOCM8781H2ZP
 - E-mail ids of contact personnel
 - FAX number
 - GST No.(AFK)
- Bidders should submit compliance statement (Technical Bid and Financial/Commercial Bid) enclosed with Tender Enquiry, duly filled, signed and stamped.
- The Tender Enquiry (TE)/RFP is issued without any financial commitment. AFK reserves the right to amend or modify any part of the TE at any stage. Such amendments/modifications to the TE, if any, shall be duly notified similarly as the TE. AFK reserves the right to withdraw the TE at any stage, should it so become necessary.

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(V S Tajbije)

ASST WORKS MANAGER

for CHIEF GENERAL MANAGER/AFK

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दूरभाष सं: 020-25810554	Fax No. : 020-25813205	Email ID: afk@ord.gov.in

GENERAL TERMS AND CONDITIONS FOR SUBMISSION OF TENDER

1. This is a One bid tender. The bid shall be evaluated with reference to the compliance with General & Special Terms & conditions as mentioned in this tender enquiry.
2. The bids shall comprise of two parts, namely (i) Technical Bid (As per format Annexure A) & (ii) financial /Commercial bid (as per Annexure B). Technical Bid & Financial/Commercial Bid should be sealed by the Bidder in one envelope duly super-scribed to indicate the appropriate bid details i.e. (a) Title of the TE, (b) TE No. & (c) Tender Opening Date. Lack of these superscriptions may result in the bid being declared invalid.
3. The bidder may obtain technical clarification during the evaluation of the Bid on the contact details provided in the TE. The bidder is requested to quote after carefully reading all the points as mentioned in the Scope of the Contract and General Terms & conditions for licensing out of AFK'S RHE Football Ground (Annexure 'C').
4. The Technical and Financial/Commercial Bids will be opened on the tender opening date as per schedule.
5. The bid along with tender form in prescribed format should be submitted in sealed envelope super-scribing : "Licensing out of AFK's RHE Football Ground for period of 11 months", at the top of the envelope and to be dropped in the box kept outside EST(M) Section/AFK.
6. Tender forms will be accepted from the date of publication of notice and ending at date 10/07/2024 (till 1400 Hrs). Any offer received after due date & time will be treated as unsolicited and summarily rejected.
7. In case of any dispute, the decision of the Chief General Manager/AFK shall be final and binding on both the parties.
8. It shall be noted that the initial LEAVE & LICENSE period will be for 11 months, which shall be extended for further intervals of 11 months each, subject to consent of both the parties. The maximum period of the LEAVE AND LICENSE including subsequent extensions will be 55 months. However, the Chief General Manager/AFK reserves the final rights for decision regarding extension of LEAVE AND LICENSE agreement and the bidder shall abide by the decision of the Chief General Manager/AFK without raising any objections.
9. The Chief General Manager/AFK reserves the right to reject any or all the tenders without assigning any reason/s. The Chief General Manager/AFK also reserves the right to terminate the contract as per the special terms & conditions mentioned in this tender enquiry.

Special Instructions

- A) Tender form & Terms & Conditions will be available on the <https://munitionsindia.in> (Downloads)
- B) The Sealed tender forms can be deposited in the tender box kept at EST(M) Section/AFK from the date of publication onwards. The last date of Tender submission will be 10/07/2024 (till 1400 Hrs).
- C) The tender will be opened on 10/07/2024 (at 1430 Hrs)

-sd-
(V.S.TAJBIJE)
Asst. Works Manager
For Chief General Manager/AFK

पंजीकृत कार्यालय : गोला बारूद निर्माणी, खडकी, पुणे, महाराष्ट्र - 411 003.
Regd. Office: Ammunition Factory, Khadki, Pune, Maharashtra - 411 003.

Annexure-A

Technical Bid

Sl. No.	Clause No. of Scope of the Contract and General Terms & conditions for licensing out of AFK's RHE Football Ground (Annexure 'C')	Whether Complied or Not Yes / No	If No, state reasons for non-compliance
1	Sl.No.1		
2	Sl.No.2		
3	Sl.No.3		
4	Sl.No.4		
5	Sl.No.5		
6	Sl.No.6		
7	Sl.No.7		
8	Sl.No.8		
9	Sl.No.9		
10	Sl.No.10		
11	Sl.No.11		
12	Sl.No.12		
13	Sl.No.13		
14	Sl.No.14		
15	Sl.No.15		
16	Sl.No.16		
17	Sl.No.17		
18	Sl.No.18		
19	Sl.No.19		
20	Sl.No.20		
21	Sl.No.21		
22	Sl.No.22		
23	Sl.No.23		
24	Sl.No.24		
25	Sl.No.25		
26	Sl.No.26		
27	Sl.No.27		
28	Sl.No.28		
29	Sl.No.29		
30	Sl. No. 30		
31	Sl. No. 31		
32	Sl. No. 32		
33	Sl. No. 33		

Sign. Of Auth. Rep/Bidder.

Seal :

Date :

Annexure B

Financial/Commercial Bid

(To be provided on firm's Letterhead)

Monthly License Fees Rate (Basic) (in INR)	GST (18% or as applicable)	Total (Monthly License fee + GST) (in INR)

Sign. Of Auth. Rep.

Seal :

Date :

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AFK Tender No. AFK/EST(M)/ADVT/RHE FOOTBALL GROUND/01

Dtd. : 31/05/2024

Annexure 'C'

Sub: Scope of the Contract and General Terms & conditions for licensing out of AFK's RHE Football Ground.

- 1) The RHE football Ground of Ammunition Factory Khadki (AFK) (referred to as "ground" in the subsequent clauses) along with the pavilion and two rooms & any other infrastructure within the boundary/perimeter of the ground will be available on leave and license basis for a period of 11 months. The approximate area of the ground is 10,580 sq m. The said ground falls in the GLR Survey No. 265, which is part of Munitions India Ltd (MIL, a Defence Public Sector Undertaking under Ministry of Defence) land.
- 2) The leave and license agreement for the ground between AFK and the successful bidder/firm will be for a period of 11 months initially. Further extensions of 11 months for a maximum period of 55 months (including the first 11 months), each is at the sole discretion of Chief General Manager (CGM)/AFK. The Chief General Manager(CGM)/AFK reserves the sole right to not go for any future extension of 11 months of the leave and license agreement of the ground with the firm without assigning any reason/s or compensation thereof. The firm has to formally send intimation to CGM/AFK expressing willingness to extend the agreement for the next 11 months, two months before the completion date of the agreement. On acceptance of the firm's request by CGM/AFK, the license fees shall be hiked by 10% per month of the last paid license fee per month for the new leave and license agreement.
- 3) The ground will be given on **As Is Where Is basis** and the firm/party will be responsible for the initial expenditure for the development of any sports facility required to conduct sports. Further, the recurring charges for maintenance, supervision and all of the consumables required for the ground will borne by the firm/party. **The firm shall not claim any charges on AFK for the development of the ground.**
- 4) The Sports ground shall only be used by the firm for the purpose of activities related with sports activities only (may include sports like box cricket, badminton, volleyball etc.) and no other commercial activity of any kind will be permitted. However, if any other activity is conducted by the firm, prior permission of CGM/AFK is mandatory. The ground should not be given to Maharashtra Cricket Association or other agencies for invitation or other tournaments without prior approval of AFK. If AFK approves then, further modalities will be decided mutually.
- 5) The existing infrastructure of the ground has to be maintained in safe and sound state. No permanent addition to the existing infrastructure shall be made without the prior permission of AFK. For any temporary infrastructure addition like temporary shed, intimation has to be given to AFK. On competition of the leave and license deed period, the firm shall clear all the temporary structures erected.

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- 6) Players/coaches coming to the ground are responsible for maintaining the estate discipline and the firm shall make sure that no nuisance shall be caused to the neighbourhood. No damage of any kind shall be caused to the nearby buildings /garden/Govt. properties/area.
- 7) The details of staff and coaches engaged running the ground by the firm shall be submitted to EST(M), along with photocopy of valid photo identity proof.
- 8) Chief General Manager/AFK or his authorised representative can inspect licensed out facility anytime and the firm shall co-operate with the security officials of AFK.
- 9) The firm/sports academy/party will be responsible to manage the crowd assembled and car parking arrangements during the matches/tournaments organized by them, for which suitable supervisory staff must be deputed on the ground. In case of any untoward incident during the match, the concerned firm shall be responsible. Complete responsibility regarding any legal issue will be the responsibility of the firm/academy/party. Any permission from local police station and or any other local body have to be obtained by the firm if necessary.
- 10) The licence will be awarded to the highest H1-bidder for purpose of sports activities only subject to the compliance of all the terms and conditions as stipulated in this annexure (C).
- 11) The ground once licensed, should not be sublet/sub-contract to others by the firm.
- 12) The firm should not use the premises for residential purpose, if found, the licence deed will be terminated with one month prior notice.
- 13) Proper Cleanliness around the football ground shall be the responsibility of the firm.
- 14) AFK can take the ground for organizing various cultural/sports activities after giving advance intimation to the firm before 07 days. AFK can take the ground for a period of 03 days in a month for organising events. The firm shall abide by this provision. No charges from AFK or any unit of MIL shall be levied by the firm.
- 15) The ground is to be advertised as AFK RHE FOOTBALL GROUND in association with PARTY NAME only.
- 16) AFK/HEF/MIL employee's team/wards will be provided with the ground for practice of any sports for 02 hours from 05:30 am to 07:30 am every day and the firm shall not charge any amount from the wards for this period. To restrict the entry of persons other than the wards and employees of AFK/HEF/MIL, the firm can inspect the ID cards of employees or devise any other method in consultation with factory AFK.

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- 17) The kids of employees of AFK/HEF/MIL to be trained at a subsidized cost i.e. 50% of the normal academy charges on which the firm provides training.
- 18) The bid offer shall remain valid for a period of 90 days.
- 19) Demand Draft/Banker's Cheque for Rs. 10,000/- (Rupees Ten Thousand Only) drawn in favour of Munitions India Limited - Ammunition Factory Kirkee, as Earnest Money Deposit (EMD), shall be enclosed along with the tender form. No tender form will be considered without EMD.
- 20) EMD will be forfeited if the bidder withdraws/ amends/ impairs and/or derogates within validity period.
- 21) The EMD submitted along with the tender form will be returned to the unsuccessful bidders.
- 22) Performance Security Deposit (PSD) equivalent to three months fixed license fee should be furnished by the firm as Security Deposit. The firm should furnish Performance Security Deposit as mentioned within 30 days from the receipt of acceptance letter in form of FD/Bank Guarantee drawn in favour of Munitions India Limited - Ammunition Factory Kirkee and the firm should make arrangement for the execution of licence deed in stamp paper of Rs.500/-.
- 23) The firm shall pay the monthly license fee and GST (as applicable) on monthly basis before first week of the month by Cheque or Electronic Mode to AFK.
- 24) The firm and the licensor (AFK) shall have the privilege to cancel the licence deed by giving one month notice in advance. On such occasions, the firm should vacate peacefully by the last date of notice period by clearing all dues.
- 25) Any breach of terms and conditions by the firm will lead to the cancellation of contract and forfeiture of Performance Security Deposit (PSD).
- 26) The ground premises shall be handed over to the AFK Management (within 3 days of completion of contract period) peacefully. The firm will not have any further claim on the AFK Football Ground in RHE.
- 27) The security Deposit will be returned to the firm on satisfactory completion of contract period.
- 28) The monthly electricity charges have to be paid as per meter reading provided on the ground. Monthly water charges shall be levied on a lump sum basis as decided by the factory which the firm shall abide by.
- 29) As per the requirement of AFK, local registration has to be done by the firm and any charges arising out shall be borne by the firm.
- 30) In case of - any dispute, the decision of the Chief General Manager/AFK shall be final and binding on both the parties.

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- 31) Chief General Manager/AFK reserves the right to reject any or all the tenders without assigning any reason/s there to as well as to terminate the contract at any time without giving any reason or compensation.
- 32) Any violation of the terms of the agreement by the firm may lead to forfeiture of the PSD and cancellation of the license deed. Such termination will be done by giving one month's notice. The firm has to clear the dues till the date up to which the ground is under occupation of the firm. Such charges shall be calculated by method of proportionality.
- 33) The firm shall comply with all conditions as mentioned in this annexure.

-sd-
(V.S.TAJBIJE)
Asst. Works Manager
For Chief General Manager/AFK