



**SPORTS AUTHORITY OF INDIA**  
Indira Gandhi Sports Complex, New Delhi

REQUEST FOR PROPOSAL (RFP)

FOR

SELECTION OF OPERATOR FOR OPERATION, MAINTENANCE AND MANAGEMENT OF  
AUDITORIUM AT INDIRA GANDHI SPORTS COMPLEX, NEW DELHI

RFP Ref: **06-01016/9/2023-Admin-IGS**

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## **DISCLAIMER**

1. The information contained in this **Request for Proposal** document (hereinafter known as '**RFP**') or subsequently provided to the Bidders in documentary form by or on behalf of Sports Authority of India (hereinafter referred to as '**Authority**' or '**SAI**') or any of their representatives, employees or advisors (collectively referred to as 'Representative(s)'), is provided to Bidder(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document for "Selection of an Operator for Operation, maintenance and management of Auditorium at Indira Gandhi Sports Complex, New Delhi" contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP document is to provide the Bidders (hereinafter referred to as 'Bidder(s)') with information to assist the formulation of their proposals.

2. This RFP is neither an agreement and nor an offer nor an invitation by Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by SAI in relation to the Event. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for SAI and/or its Representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.
3. The Authority and/or its officials makes no representation or warranty and shall incur no liability to any person, including any Bidder, 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 document or otherwise, including the accuracy, reliability or completeness of this RFP and any assessment, assumption or information contained therein or deemed to form part of this RFP document or arising in any way with qualification of Bidders for participation in the selection process.
4. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete

or authoritative statement of law. SAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

5. The Authority reserves the right to change any or all conditions/information set in this RFP document by way of revision, deletion, update or supplement and annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.
6. This RFP document is non-transferable.
7. The issue of this RFP document does not imply that the Representatives is bound to select the Bidder to enter into any contract and the Representatives reserves the right to reject all or any of the Bidders or Bids, at any stage of the bidding process, without assigning any reason whatsoever.
8. Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to analysis, preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to submission of its Bid. All such costs and expenses will remain the responsibility of the Bidder and the Authority shall not be liable in any manner whatsoever for the same and/or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the selection process.
9. The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to SAI or any of its respective officers, employees, advisors or agents.
10. This RFP document supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications. The Bidders shall bear all its costs associated with or relating to the preparation and submission of Proposal pursuant to this RFP.

## A. NOTICE INVITING TENDER

Sports Authority of India, an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites online Bids from suitable Bidders who may be a sole proprietorship firm, a partnership firm or a company having registered office in India & incorporated under the Companies Act 1956/2013 for selection of an Operator for operation, maintenance and management of Auditorium at Indira Gandhi Sports Complex, New Delhi (hereinafter referred to as '**the Facility**') on "as is where is basis" for activities except those expressly prohibited under Clause 25 of RFP.

The purpose of the RFP document is to provide the Bidders with information to assist the formulation of their Proposals.

## B. BID SCHEDULE & DATA SHEET

Name of the BID	RFP for Selection of an Operator for Operation, maintenance and management of Auditorium at Indira Gandhi Sports Complex, New Delhi
Date of Publication	12.10.2023 at 14:00 hrs.
Bidding Document download start Date	12.10.2023 at 14:00 hrs.
Last date and time of submission of queries for Pre-Bid Conference	19.10.2023 at 17:00 hrs.
Pre-Bid conference (O/o Administrator, Indira Gandhi Stadium Complex, New Delhi – 110002)	Pre-bid Date: 20.10.2023 at 11:00 hrs.
Earnest Money Deposit (EMD)	Rs. 24,000/- for Auditorium  Submission of EMD in Original: Administrator IGSC gate no 1 pin code 110002 New Delhi.
Bid submission Start date and end date and time	Bid submission start date: 23.10.2023 at 14:00 hrs.  Bid Submission end date: 01.11.2023 at 16:00 hrs.
Bid Validity Period	180 days
Mode of Submission	Online (Central Public Procurement Portal)
Opening of Technical Bid date and Time	02.11.2023 at 16:00 hrs.
Opening of Financial Bids	Shall be notified later
Issuance of Letter of Acceptance (LOA)	Shall be notified later
Signing of Agreement	Shall be notified later
Method of selection	Highest Revenue Selection (H1Based)
Bid Variable	Quarterly License Fee
Security Deposit	Equivalent to quarterly License Fee

Time period of Contract/Agreement	Five Years (05) extendable by two year (02)
E-mail for all correspondence	<a href="mailto:igsc.sai@gov.in">igsc.sai@gov.in</a> , <a href="mailto:admnigsc@gmail.com">admnigsc@gmail.com</a>
Joint Venture/Consortium to be Allowed	Not Allowed
Sub-contracting is allowed	Not Allowed

## SECTION I: INSTRUCTION TO BIDDERS

### 1. GENERAL INSTRUCTIONS

- 1.1. The Bidders can download this RFP from the website: <http://sportsauthorityofindia.nic.in> & Central Public Procurement (CPP) Portal website: <http://eprocure.gov.in/eprocure/app>. Subsequently, the bid has to be prepared and submitted ONLINE ONLY at <http://eprocure.gov.in/eprocure/app>. as per the Bid Schedule as specified in this RFP.
- 1.2. No Bidders shall submit more than one Proposal, in response to this RFP. A Bidder applying individually shall not be entitled to submit another Proposal.
- 1.3. No Bidder shall be entitled to submit another application either individually or as a member of any consortium/Joint Venture, as the case may be.
- 1.4. **Definitions and Abbreviations:** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
  - 1.4.1. **“Affiliates”** shall mean, with respect to a Party, any legal entity that is directly or indirectly controlling or is controlled by or is under common control with another Party. ‘Control’, as used with respect to another Party, means a change in the Party’s (a) ownership, direct or indirect, of securities, entitling it to exercise, in the aggregate, more than fifty per cent (50%) of the voting power of the entity in question; or (b) direct or indirect possession of the power to direct or cause the direction of the management and policies of or with respect to the entity in question, whether through ownership of securities, by contract or otherwise;
  - 1.4.2. **“Agreement”/ “Contract”** shall mean the written Lease and License /Concession Agreement entered into and executed between SAI and the Successful Bidder/Operator/Concessionaire selected to operate and manage the Facility;
  - 1.4.3. **“Applicable Laws”** shall mean the applicable central, state, and local laws of India, including the rules, regulations and guidelines issued by any governmental, regulatory, executive and judicial and other statutory authorities;
  - 1.4.4. **“Bid”** (including the term ‘Tender’, ‘Quotation’ or ‘Proposal’ in certain contexts) means an offer-to-offer services and/or operate and manage the Facility in accordance with the terms and conditions set out in this RFP, including clarifications and/or amendments, to the extent permitted, thereto;



- 1.4.5. **“Bidder”** (including the term **“Firm”** or **“Company”** in certain contexts) means any registered entity who submit their Proposals for operation, maintenance and management of the Facility in accordance with this RFP;
- 1.4.6. **“Bidding Documents”** means all documents, including this RFP, provided to the interested Bidders to assist them in the preparation of their Bids in a uniform manner;
- 1.4.7. **“Bid Schedule”** shall mean the schedule for the Bid and data sheet as mentioned under Clause B of this RFP;
- 1.4.8. **“Days”** are calendar days; **“Months”** are calendar months;
- 1.4.9. **“Facility”** shall mean the premise(s) of SAI licensed to the Operator for the purpose of operating and managing such premises in accordance with the terms and conditions set out in this RFP;
- 1.4.10. **“Financial Bid”** means the financial offer made by the Bidders subsequent to the submission of the Technical Bid;
- 1.4.11. **“Fitment Period”** shall mean the rent-free period commencing from the date of handing over the Facility to the Operator, for carrying out fitout activities;
- 1.4.12. **“Government Authorities”** shall mean any or all governmental authority / authorities of India or any subdivision thereof, whether national, federal, provincial, regional, state, county, municipal, local or other and any ministry, department, agency, entity or other body duly exercising executive, legislative, regulatory or administrative functions of government, including any other body which may exercise similar and any other municipal/ local authority having jurisdiction over the parties herein, and shall include any authority established through a statute or an act of the Government of India;
- 1.4.13. **“Intellectual Property Rights”** shall mean and include any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing (a) rights associated with works of authorship world-wide; including but not limited to copyrights, moral rights, and mask-works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) all other intellectual and industrial property rights (of every kind and nature world-wide and however designated), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or re-issues thereof now or hereafter in force; OR means all intellectual property, including patents, inventions (whether or not patentable and whether or not reduced to practice), utility models, trade and service marks, trade names and the goodwill associated therewith, domain names, right in designs, copyrights, rights in databases, proprietary rights, technical, commercial or financial information of a proprietary or confidential nature (including

without limitation manufacturing and production processes and techniques, improvements, customer proposals, customer and supplier information, technical and computer data and software), trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration or renewal of any of these, and all rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

- 1.4.14. **“License Fee”** shall mean the fee payable by the Operator pursuant to the Agreement;
- 1.4.15. **“Material Adverse Effect”** with respect to a party means a material adverse change in or effect on the business, operations, financial condition, properties or liabilities of the party taken as a whole; provided, however, that a Material Adverse Effect shall not be deemed to include (i) changes as a result of the announcement of this transaction, (ii) events or conditions arising from changes in general business or economic conditions or (iii) changes in generally accepted accounting principles;
- 1.4.16. **“Notification of Award (NoA)”** or **“Letter of Acceptance (LoA)”** means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof;
- 1.4.17. **“Operator”/ “Successful Bidder”/ “Concessionaire”**, shall mean the selected Bidder who has executed the Concession Agreement with SAI pursuant to bidding process for carrying out activities at the Facility;
- 1.4.18. **“Party”** means the Authority/SAI or the Bidder, as the case may be, and **“Parties”** means both of them;
- 1.4.19. **“Performance Security/Security Deposit”** means monetary or financial guarantee to be furnished by the Successful Bidder/Operator for due performance of the contract placed on it. Performance Security is also known as **Interest Free Security Deposit**;
- 1.4.20. **“RFP”** means this Request for Proposal document including the draft Agreement, Annexure and Addendum thereof issued by Sports Authority of India for selection of a suitable operator to implement the Project, and shall include any modifications, amendments or alterations or clarifications thereto;
- 1.4.21. **“Technical Bid”** means the criteria consisting of eligibility stipulated in the RFP, which is required to be met by the Bidder in order for the Bidder to become eligible for opening and evaluation of the Bid.

- 1.4.22. “**Terms of Reference (TOR)**” means the document included in the RFP which explains the scope of work, activities and tasks to be performed;
- 1.5. The Bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process on the e-Tendering portal as mentioned in **Annexure VI**. This section also mentions the guidelines for submission of Bid.

## **2. LANGUAGE OF BID**

- 2.1. The Bid submitted by the Bidder and all subsequent correspondence(s) and documents relating to the Bid exchanged between the Bidder and SAI, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid, may be written in any other language, provided that such document is its official English translation. In case of any ambiguity that may arise between the original document and its official translation, SAI may choose to decide on such ambiguity and such decision of SAI shall be final and binding on the Bidder.

## **3. DOCUMENTS TO BE SUBMITTED**

- 3.1. All the documents are to be mandatorily uploaded online as per the instruction for online bid submission detailed in this RFP document.

## **4. RFP PROCESS**

- 4.1. RFP issued by SAI constitutes a request for Bids from eligible Bidders (as determined in accordance with the Eligibility Criteria as per Clause 30). The Authority has adopted a single stage two-part system (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. (The “Bidder”, which expression shall, unless repugnant to the context, include the members of the Joint Venture). The Financial Bid under the second part shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP
- 4.2. This RFP is no more than a Request for Proposal and is not intended to constitute a contract or a grant of any rights, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by SAI of the Bidder’s Bid and the execution of the Agreement by both SAI and the selected Bidder(s).
- 4.3. This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP does not necessarily contain

all the relevant information in relation to the Bid process and SAI reserves the right to withdraw the RFP and/ or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid.

- 4.4. Upon selection of a Bidder by SAI, the Operator shall enter into a detailed agreement ('**Agreement**') incorporating the provisions of this RFP and the successful Bid.
- 4.5. The term of association shall be for 05 (Five) years extendable by 02 (Two) years from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP whichever is later. SAI reserves the right to renew/extend the contract annually for a maximum total period of five years.

## **5. BID VALIDITY**

- 5.1. The Bid shall remain valid for acceptance for a period of 180 days (One hundred eighty days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same.
- 5.2. In exceptional cases, the Bidders may be requested to extend the validity of their Bids up to a specified period by SAI. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.
- 5.3. In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

## **6. BID PRICES**

- 6.1. The Bidder providing services shall quote only in Indian Rupees (INR).

The Bidder shall indicate in the price schedule provided on CPP Portal all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required. **The Financial Bid shall not be submitted with the Technical Bids. If Financial Bid is submitted along with Technical Bid, it will lead to disqualification of the Bidder.**

- 6.2. If any Firm/ Bidder quote NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- 6.3. The prices quoted by the Bidder shall remain firm and fixed during the currency of the Agreement and will not be subject to variation (except for conditions mentioned at Clause 27.5 of this RFP) on any account until and unless variations are mentioned as part of the contract.

6.4. The Bidder should quote for all the parameters mentioned in the Financial Bid. Non-compliance of the same will lead to disqualification.

## 7. EARNEST MONEY DEPOSIT

7.1. The Bidder shall furnish an Earnest Money Deposit (“**EMD**”) for an amount as shown in the Clause ‘B’ of the RFP. The EMD is required to protect SAI against the risk of the Bidder’s unwarranted conduct. Non-submission of EMD will be considered as major deviation and Bid will not be considered.

7.2. The Bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the Bid. Under Micro and Small Enterprises (“**MSEs**”) category, only manufacturers for goods and service provider for services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

7.3. The EMD shall be furnished in one of the following forms:

- Account Payee Demand Draft
- Fixed Deposit Receipt
- Banker’s cheque / Pay Order
- Bank Guarantee (including e-Bank Guarantee) from any of the commercial banks (as per the format given under the RFP),
- NEFT transfer to “Secretary SAI, *Union Bank of India* Account No: 108510011000101, IFSC No.UBIN0810851 (Bidder has to upload challan/proof along with Bid in CPP Portal)
- Valid Insurance Surety Bonds

7.4. The Demand Draft, Fixed Deposit Receipt, Banker’s Cheque, Insurance Surety Bonds or Bank Guarantee shall be drawn on any commercial bank in India, in favour of the “**Secretary, Sports Authority of India**”, payable at **New Delhi**. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Annexure VII** of the RFP.

7.5. The EMD shall be valid for a period of forty-five (45) days beyond the validity period of the Bid. The EMD shall be valid for 225 days from the date of opening of the Technical Bid.

7.6. Earnest money is required to protect SAI against the risk of the Bidder’s conduct, which would warrant the forfeiture of the EMD. Earnest money of a Bidder will be forfeited, if the Bidder withdraws or amends its Tender or impairs or derogates from the Tender in any respect within the period of validity of its Tender or if it comes to notice that the

information/documents furnished in its Tender is incorrect, false, misleading or forged without prejudice to other rights of SAI. The Successful Bidder's earnest money will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security and sign the Agreement within the period as specified by SAI in the Letter of Acceptance ('LoA')/ Notification of Award ('NoA').

## 8. CLARIFICATION OF BID

- 8.1. All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person on the email id [igsc.sai@gov.in](mailto:igsc.sai@gov.in). The queries should necessarily be submitted on or before scheduled date and time mentioned in the following format. The queries received after the prescribed date and time will not be entertained by Authority:

To, Sports Authority of India			
<b>BIDDER'S REQUEST FOR CLARIFICATION</b>			
Name of Organization submitting request		Name & position of person submitting request	Full formal address of the organization including phone and email points of contact.
			Tel:
			Email: <a href="mailto:igsc.sai@gov.in">igsc.sai@gov.in</a>
Sl. No.	Bidding Document Reference(s) (Clause number/page)	Content of RFP requiring clarification	Points of Clarification required.
1			
2			

- 8.2. A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with SAI in writing. SAI will respond in writing to such request(s) in pre-bid conference as per the Bid Schedule. All enquiries should be sent to SAI through email only. SAI shall not be responsible for ensuring that Bidder's enquiries have been received by them. SAI will endeavour to provide a complete, accurate, and timely response to all questions to all Bidders. However, SAI makes no representation or warranty as to the completeness or accuracy of any response, nor does SAI undertake to answer all the queries that have been posed by the Bidders. All responses given by SAI will be distributed/mailed to all the Bidders or posted on the online portal/website. All Bidders should regularly visit the portal for any updates/corrigendum.
- 8.3. SAI will host a Pre-Bid Conference, scheduled as per the details in the Bid Schedule. The Bidder or its authorized representatives may attend the pre-bid conference at their own cost. The purpose of the conference is to provide the Bidders with information

regarding the RFP and discuss the Bidder's queries, together with proposed solutions. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The link shall be provided to the Bidders one hour prior to the scheduled meet.

8.4. Within reasonable time period from the Pre-Bid Conference, SAI will issue responses to the entire Bidders' written queries, together with any other revised documents (if required).

8.5. Amendments to Bidding Documents:

i. At any point of time, prior to the deadline for submission of Bids, SAI may, for any reason deemed fit by it, modify or amend the Bidding Document(s) by issuing suitable amendment(s) to it. Prospective Bidders are advised to check the same before submission of bids.

ii. Such an amendment will be uploaded on SAI website: [sportsauthorityofindia.nic.in](http://sportsauthorityofindia.nic.in), and CPP portal of Government of India [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders are, therefore, advised to refer to SAI website and CPP portal before submitting bids, as such corrigenda shall be binding on all Bidders. The Authority may at its discretion extend the deadline for the submission of Proposals.

iii. Bidders are expected to carry out extensive survey of the Facility premises and analysis at their own cost, before submitting their Bids for the award of the Agreement. SAI shall provide necessary permission and assistance to the prospective Bidders in this regard. The property will be handed over to the Successful Bidder/Operator on 'As-Is-Where-Is Basis'. No complaints on the available facilities will be entertained at a later date.

## 9. SUBMISSION OF BIDS

9.1. Bids to be submitted online as per instructions of the RFP.

9.2. In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time on the next working.

9.3. Financial Bids of the technically qualified Bidders shall be opened online at the date, time and venue as intimated later on CPPP e-procurement website <https://eprocure.gov.in/eprocure/app>.

9.4. Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid Schedule mentioned in **Clause B of the RFP** shall not be considered.

- 9.5. The Bidders are required to upload the documents as per requirement of this RFP document.
- 9.6. Bidders shall submit 'Online Bid' only in PDF/Scanned Copy. Hard Copy of did documents will not be accepted.
- 9.7. Bidders must ensure that the Technical Bid soft copies do not contain any commercial items /prices.
- 9.8. All terms and conditions in the RFP shall stand frozen on the date of opening of the bid.
- 9.9. The proof of work orders for claim of relevant experience should be dated on or after the date of registration of the firm/company/LLP etc.

## **10. SCRUTINY OF BIDS**

SAI will examine the Bids to determine whether they are complete, whether the documents submitted by the Bidders have been properly signed, stamped and whether the Bids are generally in order. SAI will determine the responsiveness of each Proposal. Each page of the documents submitted by Bidder as per requirement of this RFP, shall be signed and sealed by the Bidder or its authorized signatory.

### **10.1. Rejection of Technical Bids:**

In addition to any other reasons stipulated in this RFP, Technical Bids may be rejected under any of the following circumstances:

- i. Incomplete Bids that do not quote for the complete scope of work as indicated in the RFP, corrigendum, or addendum (if any) and any subsequent information given to the Bidder.
- ii. Information that is found to be incorrect, false/misleading at any stage during the tendering process.
- iii. Inclusion of Financial Bid details in a Technical Bid, or Technical Bids that reveal quotations, in any form; and
- iv. Non-fulfilment of the eligibility criteria or Technical Qualification score in 'Evaluation Criteria' set out in this RFP, by the Bidder.
- v. Any Bid that does not comply with the conditions laid down by SAI under the Bidding Documents.
- vi. Any other reasons which are deemed fit by SAI.
- vii. Bids which do not confirm unconditional validity of the bid for 180 days from date of opening of Bid.

### **10.2. Rejection of Financial Bids:**



In addition to any other reasons stipulated in this RFP, Financial Bids may be rejected under any of the following circumstances:

- i. Incomplete Bids that do not set out the proposed License Fee for the complete Scope of Work as indicated in the Bidding Documents and any subsequent information given to the Bidders.
- ii. Financial Bids made through E-mail/by post.
- iii. Bids which do not conform to SAI Bid format.
- iv. Bids in respect to which the Bidder does not accept SAI rectification of clerical/arithmetic discrepancies in the Financial Bid, if any. Any Financial Bid that does not comply with the conditions laid down by SAI.
- v. If any Bidder quotes NIL charges / consideration, the Bid shall be treated as unresponsive and will not be considered.

#### 10.3. Other Reasons for Rejection of Bid

In addition to any other reasons stipulated in this RFP, Bids may be rejected under any of the following circumstances:

- i. Bids in which the Bidder seeks to influence SAI bid evaluation, bid comparison or contract award decisions.
- ii. In view of two Bid systems, SAI may first open Technical Bids. If the same is not complete and lacking with respect to any requirement(s) as given in the RFP, the same shall be rejected straightaway without opening the Financial Bid.

#### 10.4. Minor infirmity/irregularity/non-conformity

If during the preliminary examination, SAI finds any minor infirmity and/ or irregularity and/ or non-conformity in any Bid/ Proposal, it may reject or may convey its observation on such 'minor' issues to the Bidder by registered / speed post etc. asking the Bidder to respond by a specified date. If the Bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, the Bid/Proposal shall be rejected.

### **11. DECLARATION OF SUCCESSFUL BIDDER**

- 11.1. Prior to the expiration of the validity period for the Bid, SAI shall notify the Successful Bidder in writing by Letter of Acceptance/Notification of Award that its Bid has been accepted. SAI will also send to the Successful Bidder, a draft of the '**Agreement**', along with the afore-mentioned notification. The Successful Bidder and SAI shall discuss and enter into a mutually agreeable final written form of the Agreement and each party shall retain one original of the signed Agreement.

- 11.2. The failure of SAI and the Successful Bidder to agree to the terms and conditions of the Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the Successful Bidder or call for fresh Proposals.
- 11.3. Upon the successful signing of the Agreement by the Successful Bidder or Operator and SAI, and the furnishing of the Security Deposit, SAI will promptly notify the name of the winning Bidder to each unsuccessful Bidder(s) and refund their respective Earnest Money Deposits.

## SECTION II: GENERAL INTRODUCTION

### 12. PROJECT BACKGROUND

12.1. Sports Authority of India (SAI) is seeking to appoint a ‘Operator’ to operate and maintain the Auditorium at Indira Gandhi Sports Complex, New Delhi (herein after referred as “**the Facility**”). In pursuance of the same, SAI is inviting open E-tenders/Bids through online bidding process from suitable Bidders for selection of an Operator for operation and maintenance of the Facility. Through this RFP, SAI expects very high standards of output from the appointed Operator in terms of quality and adherence to the agreed time schedule.

12.2. The details of area available is given as under:

1. Auditorium at Indira Gandhi Sports Complex, New Delhi was developed for conference/seminar/classes, presently it is nonfunctional.
  - a. Address-Indira Gandhi Sports Complex, ITO, New Delhi
  - b. Area – 700 Sqm (approx.)
  - c. Seating Capacity - 100 persons
  - d. Structure – RCC structure
  - e. VRV system – not functional
  - f. Amenities such as toilets is available.

12.3. The Operator will be at liberty to operate and manage the Facility as per laws of the land following best industry practices for similar category of Auditorium etc. in India.

12.4. SAI shall retain ownership of the land, building, all facilities as defined above during the contract period and beyond (including inventory of all facilities, furniture, installations, articles, operating equipment and assets).

12.5. SAI will be given complementary passes/tickets equivalent to 5% seats of each category for each and every event/function organized/held in the tendered space.

12.6. SAI may require the facilities during the tenure of the agreement (for a maximum period of 15 days period), for organizing any event or for any other purpose and selected bidder shall provide the same upon request of SAI. SAI will give a prior notice of 15 days for the same. However, the selected bidder shall provide the same even on a notice of few days. Based on SAI usage period during the month, SAI shall not charge any monthly fee from the operator for that particular period.

### 13. COMMUNICATIONS

All communications should be addressed to:  
The Administrator, Indira Gandhi Sports Complex,  
New Delhi,  
Email: [igsc.sai@gov.in](mailto:igsc.sai@gov.in)

### **SECTION III: TERMS OF REFERENCE (TOR)**

#### **14. SCOPE OF SERVICE**

14.1. Successful Bidder/Operator shall have the right to operate and manage the Facility subject to the terms and conditions as specified by SAI. Successful Bidder shall be responsible for the following activities:

- a) The Operator shall operate the Facility in the same manner as is customary and usual in the operation of other similar category of Auditorium etc., having regard to the highest levels of efficiency, competence and standards of service and best practices. The Operator shall provide such services at the Facility as are normally provided by operators of Auditorium etc., of comparable class and abide by all Applicable Laws, regulations and ordinances.
- b) The Facility will be provided to the Operator on “**as is where is basis**” for the purpose of operations and management.
- c) The Operator shall at all times adhere to all provisions of SAI guidelines and amendments thereto and shall also comply with all notices and circulars issued by SAI in this regard.
- d) The Operator shall recruit trained, experienced and competent staff for the smooth functioning of the Facility and to maintain the level of service as required for the Facility.
- e) The Operator shall be permitted to develop the Facility by constructing and installing temporary structures at its own cost, with prior written approval of SAI, provided it does not violate any applicable law and/or cause any damage to the existing structure of the Facility. The Operator shall be solely responsible at its own cost for any dismantle and/or removal of the temporary structure developed by the Operator, however, such removal shall only be with prior approval of SAI.
- f) The Operator shall have no right to claim from SAI any compensation for any damage caused to the Facility during the Term of the Agreement.
- g) The Operator shall undertake all safety and precautionary measures for the proper management of the Facility.
- h) The Operator shall ensure that the proposed development within the Facility is not a safety hazard for SAI civil structures and public at large.
- i) Notwithstanding anything mentioned above, the Operator is required to adhere to the provisions of the prevailing master plan and the bye-laws of the authorities having jurisdiction over the Facility for any development work to be undertaken in the Facility.
- j) The Operator shall be responsible for all annual maintenance contracts of the selected assets in consultation with SAI, compiled during handing over of the Facility to the Operator.

- k) The Operator cannot sub-lease the operation, maintenance and management of the Facility. However, the Operator may sub-lease selected facilities only after prior written intimation to SAI. All such sub-contracts shall be coterminous with the Agreement.
- l) On completion of the term or on termination of the Agreement, the Operator shall immediately handover the Facility to SAI in a well-maintained, clean, and similar condition as the date of commencement of the Agreement, except for ordinary use and wear, approved alterations, improvements, and modifications.
- m) The Operator shall remain solely liable for any damages caused to the Facility and shall be responsible for restoring the Facility at its own expense to a condition that resembles the condition of the Facility as on the commencement of the Agreement, however taking into account normal wear and tear.
- n) The Operator shall procure all necessary permissions/ licenses required from the statutory/ regulatory/ civic authorities concerned, in order to use the Facility for the desired purposes/ business. For the avoidance of doubt, SAI shall not be responsible for procuring any permissions/licenses for and/or on behalf of the Operator and shall not entertain any claims in this regard.
- o) Under no circumstances, shall the Facility or any part constructed or installed at the Facility be mortgaged, charged or otherwise put under any lien (including negative lien), nor shall any charge or encumbrance be created or agreed to be created in favour of any person, including the lenders/ financial institution (s)/ banks etc.
- p) The Operator shall develop and implement advertising, marketing, promotion, publicity, and other similar programs for the Facility at its own expenses.
- q) All directions, suggestions, guidance, and advice given by SAI to the Operator from time to time, shall be honored and implemented by the Operator in so far as they are compatible with the smooth and efficient running of the Facility.
- r) The rights and obligations of the Operator hereunder, may not be assigned to any other third party without a written consent of SAI.
- s) The Operator shall ensure regular and timely payments of all amounts due to SAI and discharge all obligations as per provisions of this RFP and the Agreement.
- t) The Operator shall ensure timely payment of all statutory taxes, Goods & Service Tax (GST), local levies, statutory dues, etc. as and when due.
- u) SAI will be given complementary passes/tickets equivalent to 5% seats of each category for each and every event/function organized/held in the tendered space.
- v) SAI may require the facilities during the tenure of the agreement (for a maximum period of 15 days period), for organizing any event or for any other purpose and selected bidder shall provide the same upon request of SAI. SAI will give a prior notice of 15 days for the same. However, the selected bidder shall provide the same even on a notice of few days. Based on SAI usage period during the month, SAI shall not charge any monthly fee from the operator for that particular period.
- w) Successful bidder to allow serving/sale of liquor and alcohol-based drinks or beverages and Wedding, Parties, Banqueting and similar activities by the selected bidders during the period of contract at allotted space as per the norms/guidelines of the Central/State Government. However, all required approval/licenses in this regard shall be obtained by the successful bidder from their end at their own cost.

**15. HANDING OVER THE FACILITY:**

- 15.1. After the evaluation of Bids, Letter of Acceptance (LOA) will be issued to the Successful Bidder. SAI shall be responsible for handing over the Facility to the Successful Bidder within the stipulated timeframe of 30 days after the signing of the Agreement and first 90 days of the first month after signing of the Agreement shall be considered rent free Fitment Period towards mobilization purposed by the Successful Bidder to initiate commencement of operations in the Facility.

- 15.2. The Agreement shall be executed within 30 days of date of receipt of Interest Free Security Deposit/Full LOA payment as stipulated in Letter of Acceptance.
- 15.3. The Successful Bidder shall not claim any compensation on account of any variation in handing over of the Facility from that mentioned in this RFP.
- 15.4. Any bookings that have been accepted by SAI before the handing over of the tendered space for the period after the date of handing over, shall also be honored/obliged by the successful bidder at the rate as accepted by SAI. The amount against the said bookings will be collected by SAI and the same will be transferred to the successful bidder by SAI.**
- 15.5. Consequent to any alteration / renovation of/in the Facility for which prior written approval from SAI has been taken by the Operator, if resulting in any increase /decrease in the handed over area, the variation shall not be considered for any change in the License Fee or other payment terms. However, at the time of termination / surrender or natural completion of Contract, SAI reserves the right to ask the Operator to restore the Facility as per original allotment.
- 15.6. At the time of termination/natural completion of term of the Agreement, SAI reserves the right to ask the Operator to restore the said Facility as per original allotment.

## **16. GRANT OF CONTRACT**

- 16.1. The Auditorium at Indira Gandhi Sports Complex, New Delhi of SAI has been offered for Optimum utilization.
- 16.2. The Facility, as mentioned above, shall be handed over for operations within 30 (Thirty) days from the date of signing of Agreement, which shall be executed within 30 days of date of receipt of full payment as stipulated in Letter of Acceptance.
- 16.3. The tenure of the Facility shall be for a period of Five (5) years extendable by two (2) years unless otherwise terminated by SAI or surrendered by the Operator in terms of provisions of the Agreement.
- 16.4. The Operator shall not claim any compensation on account of any variation in handing over of Facility from that of the mentioned in RFP.
- 16.5. The Operator shall have to complete any/all development of the Facility within the Fitment Period from the date of ‘handing over’ of the Facility by SAI under the Agreement, as License Fee shall be applicable and charged immediately after expiry of the Fitment Period i.e. w.e.f. 91<sup>st</sup> day from date of handing over of Facility or date of

deemed handing over of the Facility, or start of commercial operation, whichever is earlier.

16.6. At the end of term of the Agreement or early termination of the Agreement for any reason whatsoever, all rights given under the Agreement shall cease to have effect and the Facility shall revert to SAI, without any obligation to SAI to pay or adjust any consideration or other payment to the Operator.

16.7. On completion/ termination of Agreement, the Operator shall hand over the facility with normal wear & tear. The Operator shall be allowed to remove its assets like temporary structure, furniture, almirahs, air-conditioners, DG sets, equipment, etc. without causing damage to the existing structure. However, the Operator shall not be allowed to remove any facility, equipment, fixture, etc. in the given Facility which has become an integral part of the development plan of the space.

16.8. Sub- Contracting: The Operator shall not be entitled to sub-contract the Facility.

16.9. Property Tax and Registration of Agreement:

The property tax as applicable, if any, shall be charged and recovered from the Operator as per provision of State/ Central Government regarding Property Tax/Service Charge.

## **17. INFRASTRUCTURE SERVICES:**

17.1. Infrastructure Services:

a.) Electricity, Installation of DG sets, Air Conditioning and Fire Fighting & Fire Protection:

- (i) Electric power required for commercial activity within footprint of Auditorium are to be drawn from existing available source on chargeable basis. DG power available in SAI network will not be made available to Operator. Although the power fed from normal source is quite reliable, the Operator may however, provide UPS / Inverter at its own cost in the scheduled premises/Facility, if desire or need arise.
- (ii) Existing Lighting/small power sockets circuits/ AHUs etc. if any, coming in the Facility to be shifted on the Operator's own metering system and all cost involved in shifting/modification/addition to be borne by Operator.
- (iii) The Operator has to carry out all works for functioning of the Facility i.e. the scheduled tendered area on its own with all cost including installation & commissioning of MCB/MCCB/ELCB at designated floor, ongoing feeders form panel, cable laying, cable trays, hangers in cable route, earthing, internal wiring, lighting, power distribution etc.
- (iv) Any addition / up-gradation/ modification of existing electrical power system works, if required, are to be taken up by the Operator, with prior approval from SAI and subject



to technical feasibility. If approved, same work can be carried out by the Operator along with associated costs at its own costs.

- (v) The Operator shall pay an interest free refundable electricity consumption deposit of as per DERC/ Utilities norms. A non-refundable one-time electrical supervision charges per energy meter + GST as applicable shall be paid to SAI by the Operator in line with the guidelines of DERC/ Utility. SAI shall make available to the Operator, electric power at DERC rates as per actual consumption.
  - (vi) The Operator shall install LED electrical lights and energy efficient Air-Conditioners to ensure energy conversation.
  - (vii) The Operators shall make provisions for TOD energy meter as per extant DERC guidelines.
- b) Water Supply: Water supply as per availability & feasibility will be arranged by SAI and provided at a single point located as approved by SAI at its sole discretion. The Operator will have to make their own arrangements for drawing pipelines from aforesaid point to tendered / scheduled area at their own cost. Further, Operator will have to make its own arrangement for distributions of water including the installation of meters, storage and purification at its own cost after taking all necessary approvals. Drainage point shall be provided subject to availability. The discharge of all wastes including the drainage shall also be arranged by the Operator at its own costs and in this connection, it shall follow all the directives as may be issued by the authorized representative of SAI. The water charges shall be charged on actual basis as per prevailing rates.
- c) Disposal of Waste: The Operator shall have to make their own arrangements for daily disposal of waste (after segregation of dry and wet waste) out of SAI premises at the dumping sites approved by MCD/ concerned civic agencies to ensure perfect cleanliness. If any kind of waste is found disposed off on SAI land or premises a penalty/fine of Rs.5,000/- every occasion shall be imposed by SAI for each occasion.
- d) Civil Utilities: The Operator is required to make arrangement for public toilets at the Facility. If any augmentation to the existing civil utilities such as toilets, drainage, sewer and water supply system etc. is required, it shall be done by the Operator at its own cost subject to prior approval of SAI.
- e) Telephone: SAI may give permission for installation of cables for telephone/telecommunication equipment subject to technical feasibility. The instrument, cables and connection shall be obtained by the Operator from the telephone company at their own cost.
- f) Security and other services: The Operator shall make necessary arrangements for security services at tendered space, general cleaning & adequate lighting in the common areas and compound lighting outside the building.

**18. CHARGING OF LICENSE FEE, INTEREST FREE SECURITY DEPOSIT & OTHER APPLICABLE DUES**

**18.1. Charging of Fee (“License Fee”):**

- a) The quarterly License Fee (exclusive of all taxes) for the Facility shall be paid by the Operator to SAI and the same shall be charged as per the quarterly License Fee quoted by the Operator exclusive of all taxes and duties. The License Fee shall be charged in advance on quarterly basis. The applicable Goods & Service Tax (GST) shall also be payable extra as applicable from time to time, along with the monthly License Fee. The advance amount of License Fee for subsequent quarters shall be payable by the last working day of previous running quarter.
- b) The License Fee shall be paid to SAI on quarterly basis in advance to SAI by the last working day of the previous running quarter. This has also been illustrated below for better understanding of Operator –
  - The billing quarter - 1st April - 30th June
  - Period for the issue of invoice - 1st March - 15th March
  - Last date of payment of dues to SAI- 31st March
- c) The Operator shall however preferably pay the advance quarterly License Fee to SAI by E-mode i.e. RTGS/ NEFT for credit of the designated account of SAI after obtaining prior approval and complying with the procedures of SAI. The License Fee can also be paid by Demand Draft/ Pay Order in favour of SAI, payable at New Delhi& issued by a scheduled commercial bank or any other method as acceptable by SAI.
- d) The charging of License Fee shall commence immediately after expiry of the rent-free Fitment Period of 90 days for the Facility from date of handing over or deemed handing over of the Facility or start of commercial operation, whichever is earlier.
- e) The Operator shall have to complete any/all development of the Facility within the Fitment Period from the date of ‘handing over’ of the Facility by SAI under the Agreement, as License Fee shall be applicable and charged immediately after expiry of the Fitment Period i.e. w.e.f. 91<sup>st</sup> day from date of handing over of Facility or date of deemed handing over of the Facility, or start of commercial operation, whichever is earlier.
- f) If the Operator fails to pay or partly pay the License Fee and other dues required to be paid as per terms and condition of the Agreement by the due date, a penalty equivalent to 0.5% of quarterly fee per day will be imposed and recovered from the successful bidder, a 15 (fifteen) days cure notice shall be issued to pay the outstanding fee and other dues alongwith an interest of 12% (Twelve percent) per annum on the amount of License Fee

and other dues remaining outstanding after the due date and falling in arrears. Interest shall continue to be accrued on monthly compounding basis until all the payable amount of License Fee and other dues are finally paid and squared up. Such interest shall be charged on outstanding dues for the actual number of day(s) of delay in payment.

- g) The Operator agrees voluntarily and unequivocally to make all payments to SAI as may be due before the due date, without waiting for any formal advice from SAI. In the events of non-receipt of any invoice, the Operator agrees to collect the same from the office of authorized representative of SAI.
- h) In the event of the Operator failing to deposit the outstanding License Fee and other dues within the 15 (fifteen) days' cure notice, SAI shall issue a termination notice to make payment of outstanding Fee and other dues within next 30 (thirty) days.
- i) In the event of Operator failing to deposit the outstanding License Fee and other dues within fifteen (15) days from the date of issue of 30 (thirty) days termination notice, on 16th day of issuance of aforesaid termination letter, SAI shall disconnect all utilities provided to the Operator.
- j) In the event of Operator failing to deposit the dues within thirty (30) days from the date of issue of termination notice, it shall constitute material breach of the Agreement and Operator's event of default under this Agreement and shall entitle SAI to terminate the Agreement as per provisions stipulated in RFP and forfeit any advance fee paid along with the Interest Free Security Deposit after adjustment of any dues payable to SAI. In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If at any stage, the dues remain outstanding for a period of more than 60 days, the Agreement may stand terminated without giving any notice to the Operator & Interest Free Security Deposit shall stand forfeited as per the provision of the Agreement.
- k) The account shall be reconciled by SAI on annual basis.
- l) Along with License Fee, the Operator shall also pay other dues such as electricity consumption charges, water consumption charges etc. as applicable.
- m) All other statutory taxes, statutory dues, local levies, third party dues (i.e. electricity, water consumption charges etc.) as applicable shall be charged extra and shall have to be remitted along with the License Fee for onward remittance to the Government. The Operator shall indemnify SAI from any claims that may arise from the statutory authorities in connection with this RFP/ Agreement. Any change in tax structure as per Government guidelines will also be applicable.
- n) The License Fee shall be increased annually by 10%.

**18.2. Interest Free Security Deposit (“IFSD”):**

- a) The Operator shall also pay Interest Free Security Deposit (“IFSD”) to SAI, equal to 1 (one) quarter applicable License Fee for the Facility in advance.
- b) The Interest Free Security Deposit in the form of bank guarantee or other valid formats like Fixed Deposit/Demand Draft/ NEFT transfer shall be drawn from any scheduled bank drawn in the favour of below account details, payable at New Delhi and is to be deposited in the office at Indira Gandhi Sports Complex, Sports Authority of India (SAI), ITO, New Delhi 110002 and/or intimated to the office through mail.

*Secretary SAI*

*Union Bank of India Account No: 108510011000101*

*IFSC No. UBIN0810851*

- c) The Interest Free Security Deposit is to be submitted in the format as given under **Annexure VIII.**
- d) The Interest Free Security Deposit shall be valid, at all times, for a period of 180 (one hundred and eighty) days beyond the date of expiry of all contractual obligations under the Agreement. The Security Deposit shall be revalidated and replenished immediately upon invocation by SAI. It may require revalidation from time to time as the case may be.
- e) All incidental charges whatsoever such as premium and commission with respect to the Security Deposit shall be borne by the Operator. No interest will be payable on the Security Deposit by SAI
- f) The Interest Free Security Deposit will be encashed by the Authority in case of non-payment of quarterly rental fee or any other dues payable to the Authority or any other statutory payments payable to respective authorities or upon termination of the Agreement due to any default by the Operator. Upon such encashment and appropriation, the Operator shall, except in the event of termination of the Agreement, within 30 (thirty) days thereof, replenish the Security Deposit to its original level or provide a fresh Security Deposit as the case may be, failing which the Authority shall have the right to terminate the Agreement with immediate effect.
- g) In the event of any failure/any breach or violation on the part of the Operator, which is not cured within reasonable time from receiving a written notice of such failure from SAI, to comply with the requirements of the scope of work specified in this RFP, it shall constitute sufficient grounds and entitlement for the enforcement of the Security Deposit by SAI.

- h) Interest Free Security Deposit will remain unchanged for a variation of (+/-) 10% from tendered area, as there's possibility of minor variation in area during handing over.
- i) In case of successful completion of the full term of the Agreement, Interest Free Security Deposit shall be refunded without accruing any interest on it and after adjusting the outstanding dues subjected to fulfillment of all handover requirements by the Operator up to the satisfaction of SAI.
- j) SAI shall reserve the right for deduction of dues accrued to SAI from Operator's Interest Free Security Deposit/ Performance Security at any stage of the Agreement i.e. currency/ completion/ termination/ surrender, against –
- Any amount imposed as a penalty and adjustment for all loses/damages suffered by SAI for any nonconformity with the Agreement terms & condition by the Operator.
  - Any amount which SAI becomes liable to the Government/third party due to any default of the Operator or any of his servant/ agent.
  - Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
  - Any other outstanding SAI's dues/ claims, which remain outstanding after completing the relevant course of action as per the Agreement.
- k) Once an amount is debited from the Interest Free Security Deposit, the Operator shall replenish the Interest Free Security Deposit to the extent the amount is debited, within 15 (fifteen) days period failing which it shall be treated as Operator's event of default and SAI shall be free to terminate the Agreement as per the provisions of the Agreement.
- l) In case of subsequent handing over of additional area to the Operator, Interest Free Security Deposit/performance security shall be updated if the variation due to additional area is more than (+) 10 % of the main tendered area and it shall be deposited within 15 (fifteen) days of issue of LOA and before handing over of the additional area.
- m) In no case, payments shall be allowed to remain outstanding for a period of more than 60 days. If at any stage the dues remain outstanding for a period of more than 60 days, the Agreement may stand terminated without giving notice to the Operator and Interest Free Security Deposit ('IFSD') shall stand forfeited as per the provisions of Agreement.

## 19. OPERATION & MANAGEMENT OF FACILITY

### 19.1. Development of Facility:

- a) The Operator shall be permitted to carry out development of the Facility, like creation of temporary structures such as partitions, interior design works along with utilities like power supply, water supply, toilets, drainage system, fire protection system, telecommunication system, etc. provided that all the developments shall duly adhere to the provision of all Applicable Laws including and specified guideline/ requirements of other competent authorities and in consultation with SAI.
- b) It shall be the Operator's responsibility to obtain Fire NOC for the aforesaid development work as per relevant Bureau of Indian Standards Code of Practice and norms of SAI & respective State Fire Services for the usage of the licensed space/Facility at its own cost.
- c) The facilities and works being undertaken or installed, shall not in any manner affect, hinder or interfere with the free movement of SAI's employees, other users. No surplus construction machinery and material, including any hazardous material and wastes shall be left at any place in the site.
- e) No material shall be stored or kept outside the site or in common area meant for movement of persons. Any special cleaning or drain clearance necessary as a result of the alteration works shall be carried out by Operator at its own cost.
- f) The Operator shall strictly comply with the safety procedure, measurement, specification & guidelines for execution of electrical works, approved list of materials, etc. as laid down in this RFP. All materials used for development of structures must be fire retardant. If it is noticed at any stage that Operator has compromised with the safety procedure, measurements, specifications, guidelines and quality of materials as laid down in the Agreement, a penalty up to Rs. 5000/- (Rupees Five Thousand only) per instance shall be imposed on the Operator.
- g) The Operator may deploy security staff at its own cost for the safety of Facility.
- h) On completion of development work, the Operator shall furnish "As Built Drawings" of the premises including details of services along with all permissions/ approvals taken from the concerned departments.
- i) SAI reserves the right of refusal for installation of any equipment if it is the opinion that the Operator's equipment shall interfere with the station installations. The Operator shall be allowed to do the branding /advertisements only on the structure of the space licensed.
- j) The Operator is expected to apply & obtain all necessary approvals/ permissions and complete all development activities within specified Fitment Period from commencement of the handover of the Facility. SAI shall not be responsible for any delay in completion of work. In any case, the License Fee shall become chargeable after the specified Fitment Period or start of commercial operation whichever is earlier.
- k) Permissible Usage of Facility: The Facility can be put for any activity except those expressly prohibited under Clause 25 of this RFP.
- l) Operator shall keep and maintain the Facility in neat & clean, and safe & sound condition, by maintaining it properly at its own cost during the term of the Agreement. Operator shall bear the cost of minor day-to-day repairs, annual

refurbishing and routine special repairs required due to normal wear & tear with the efflux of time or due to planning/ constructional defects remained during augmentation of the space. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. Operator shall make provision for TOD energy meter as per the prevailing State Electricity Regulation Commission guidelines.

- m) Operator shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of SAI's electrical inspectors/ authorized representative shall be complied by the Operator at its own cost. Operator shall make provision for TOD energy meter as per the necessary State Electricity Regulation Commission guidelines.
- n) Operator shall ensure that fire detection and suppression measures installed inside their premises are kept in good working condition at all times. The fire extinguishers must be regularly checked & refilled and must be visible & easily accessible at all times of emergency. The Operator's staff must be capable of addressing the safety issues during any emergency including operation of fire extinguisher.
- o) In case of accident caused due to negligence of the Operator resulting into injury/ death to SAI employees/ other users/ any person or loss to SAI property, Operator shall compensate the loss(es), without prejudice to other actions under this Agreement at the sole discretion of SAI, including termination of Agreement.
- p) The Operator shall obtain, at its own cost and expense, and maintain in full force and effect a policy or policies of fire and extended coverage insurance including coverage for direct physical loss special form, insuring the Facility.
- q) The Operator voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instruction issued by SAI fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- r) The overall control and supervision of the premises shall remain vested with SAI who shall have right to inspect whole or part of the Facility as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the Agreement.
- s) The Operator voluntarily and unequivocally agrees to provide un-fettered access to the fire officer & other officials of SAI for inspection of Facility or for repair of SAI utilities passing through the Facility at any time and to abide by and comply with all instructions as may be indicated by the fire officer & other officials. If any fixtures or utility relating to operation of SAI is running through the Facility, proper protection as advised by SAI shall be done by Operator.
- t) The Operator and its employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of SAI operations, passenger safety, safety of SAI properties and its assets.
- u) The Operator and its authorized representatives shall have free access to the Facility at all the times. The necessary identity cards to such person(s) shall be issued by Operator with countersigned by SAI officer in accordance with its extant policy.

However, entry into paid area or roaming in and around SAI property shall be as per general policy of SAI.

- v) Encroachment: The Operator shall not encroach upon common areas/circulating areas or any other space, and restrict their operation to within the area provided under the Agreement. In case, the Operator encroaches upon the common area, circulating area or any other space then a fine/ compensation @ Rs.5000/- on the first occasion, Rs.10,000/- on the second occasion and Rs.15,000/- after second occasion shall be imposed by SAI. Thereafter SAI reserves the right to revoke the Agreement for breach of obligations.
- w) Further, SAI can impose the fine on Operator up to Rs.5,000/- per offence per instance on the following offenses:
- Any staff of Operator found in drunken condition/ indulging misconduct.
  - Any staff of the Operator found creating nuisance.
  - Improper maintenance & defacement of SAI Property.
  - Dishonor of drafts and cheques given by Operator in favour of SAI. Cheques will be accepted only in emergent situations & with prior approval of HOD level official of SAI.
  - Misbehavior with staff and commuters of SAI.
  - Not following safety and security norms as may be indicated by authorized representative of SAI.
  - Any staff of the Operator found without uniform and ID Card and/or found creating nuisance on duty.
  - Not following the instructions issued by SAI authorities from time to time
- x) The option to impose fine, penalty, etc. under the Agreement shall be exercised by SAI official.
- y) It shall be the sole responsibility of the Operator to maintain law and order in the Facility. SAI shall, in no way, will be responsible / accountable of any mis- happening in the Facility.

## 20. RIGHTS AND OBLIGATIONS

- 20.1. Operator's Obligations: The Operator's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement:
- a) to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for all activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, firefighting, telecommunication, etc.;
  - b) to develop and/or operate and maintain the facility at all times in conformity with this RFP and subsequent amendments, if any;
  - c) to ensure that no structural damage is caused to the existing buildings and other permanent structures at the station as a result of his activities or any of its agents, contractors etc.;



- d) to take all reasonable steps to protect the environment (both on and off the facility) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws;
  - e) to duly supervise, monitor and control the activities of contractors, agents, etc., if any, as may be necessary;
  - f) to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims;
  - g) not to permit any person, claiming through or under the Operator, to create or place any encumbrance or security interest over whole or any part of the Facility or its assets, or on any rights of the Operator therein or under the Agreement, save and except as expressly permitted in the Agreement;
  - h) to keep the Facility free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the commuters or SAI's activities.
  - i) at all times, to afford access to the Facility to the authorized representatives of SAI, other persons duly authorized by any Governmental Agency having jurisdiction over the business of Facility, to inspect the Facility and to investigate any matter within their authority and upon reasonable notice; and
  - j) to comply with the divestment requirements and hand over the Facility to SAI upon termination of the Agreement;
- 20.2. The Operator shall be solely and primarily responsible to SAI for observance of all the provisions of the Agreement on behalf of its employees and representatives and further on behalf of the sub-Operators, their employees and agents and any person acting under or for and on behalf of the Operator or the sub-Operators; contractor (s) appointed for the Facility as fully as if they were the acts or defaults of the Operator, its agents or employees.
- 20.3. The Operator shall at all times adhere to all provisions of this RFP and as per rules and regulations of SAI, MYAS and Central and State Government for 'Operation and Maintenance' and shall also comply with all notices and circulars issued by SAI in this regard.
- 20.4. No tenancy/sub-tenancy is being created by SAI in favour of Operator under or in pursuance of the Agreement and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:
- a) The Operator shall not have or claim any interest in the Facility as a tenant/sub-tenant or otherwise.
  - b) The rights, which Operator shall have in relation to the Facility, are only those set out in the Agreement.
  - c) Neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party. Furthermore, no relationship in the nature of partnership or association of persons is hereby being created or intended to be created between SAI and Operator in connection with and/or relating business to be operated by Operator at the Facility.

**21. INDEMNITY AND INSURANCE**

- 21.1. The Operator hereby undertakes to indemnify and hold SAI harmless against all costs, damages, liabilities, expenses arising out of any third -party claims relating to non-completion of the fit-out; quality of the fit-out and the construction/ construction activities, agreement to sub-contract entered in to between the Operator and end user.
- 21.2. The Operator hereby undertakes to indemnify SAI against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 21.3. The Operator hereby undertakes that SAI shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Operator or any of his contractors/ sub-contractors/ sub-Operators. The Operator shall indemnify and keep indemnified SAI against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 21.4. The Operator must strictly comply with all the provisions of The EPF Act 1952, The ESI Act, Minimum Wages Act 1948, Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under as per prevalent Government orders and ensure timely payment under these Acts. Failure to comply these acts shall attract penalty as per provisions. Operator shall indemnify SAI administration for any loss and damages suffered due to violation of its provision.
- 21.5. The Operator hereby indemnifies SAI against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Operator or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 21.6. The Operator hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Operator hereby indemnifies SAI against any liability arising in connection with the employment of its personnel in the said premises of the Authority. Operator hereby undertakes to carry out police verification of its employees and submit the copy of same to SAI in accordance with its extant policies.
- 21.7. The Operator shall indemnify SAI from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this RFP and the Agreement.

- 21.8. The Operator shall indemnify SAI from any serious accident caused due to negligence of the Operator, resulting in injury, death to commuters or SAI employees or loss to SAI property.
- 21.9. The Operator shall be liable for and shall indemnify, protect, defend and hold harmless SAI, SAI's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Operator to discharge its obligations under this clause and to comply with the provisions of Applicable laws.
- 21.10. The Operator shall indemnify and keep indemnified SAI for any losses/ penalties on this account levied by any judicial/statutory authorities/courts on the Operator.
- 21.11. Insurance and Waiver of Liability: The Operator shall bear the cost, throughout the term of the Agreement, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in SAI premises, including death or injury caused by the sole negligence of the Operator or the Operator's failure to perform its obligations under the Agreement. Upon SAI's request, the Operator shall submit to SAI, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Operator agrees and undertakes to indemnify and hold SAI harmless against any and all liabilities, losses, damages, claims, expenses suffered by SAI as a result of such default by the Operator.
- 21.12 The Operator shall obtain, at its own cost and expense, and maintain in full force and effect a policy or policies of fire and extended coverage insurance including coverage for direct physical loss special form, insuring the Facility.

## **22. REPRESENTATION AND WARRANTIES**

- 22.1. The Operator represents and warrants to SAI that –
- a) It is duly organized, validly existing and in good standing under the laws of India;
  - b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
  - c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of the Agreement;
  - d) It has the financial standing and capacity to undertake the commercial utilization of Facility;
  - e) The Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
  - f) The execution, delivery and performance of the Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Operator Memorandum and Articles of Association or

any Applicable Law or any covenant, agreement, understanding, decree or order to which the Operator is a party or by which Operator or any of its properties or assets are bound or affected;

- g) There are no actions, suits, proceedings or investigations pending or to the Operator's knowledge threatened against the Operator at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Operator event of default or which individually or in the aggregate may result in Material Adverse Effect;
- h) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;
- i) It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- j) No representation or warranty by the Operator contained herein or in any other document furnished by the Operator to SAI or to any government authority in relation to applicable permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- k) The Operator also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that SAI shall not be liable for the same in any manner whatsoever to the Operator.
- l) The Operator shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of SAI. The Operator shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable permits, particularly in relation to safety and environmental regulations.

22.2. **Obligation to notify change:** In the event that any of the representations or warranties made given by the Operator ceases to be true or stands changed, it shall promptly notify SAI of the same.

22.3. SAI represents and warrants to the Operator that –

- a) SAI covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Operator's possession of the Facility, Operator's use of the premises, or the rights granted to the Operator hereunder.
- b) SAI covenants and represents that it has full and complete authority to enter into an agreement under all terms, conditions and provisions set forth in the agreement, and so long as the Operator keeps and substantially performs each and every term, provision and condition contained in the Agreement, the Operator shall enjoy the

premises without hindrance or disturbance by SAI or by any other person(s) claiming by, through or under or in trust for SAI.

- c) On paying the fee, Operator hereby reserved and observing & performing the several covenants and stipulations on its part and the conditions herein contained, shall peacefully hold and enjoy the Facility throughout the said term without any interruptions by the SAI or by any person claiming by, through, under or in trust for SAI.
- d) SAI shall provide necessary documents pertaining to SAI properties as feasible, if required by Operator for seeking any permission pertaining to various activities from any Governmental agency.

**23. MISCELLANEOUS**

23.1. All penalty amounts stipulated in the Agreement shall become double after completion of every 3 (three) years from the date of commencement of the Agreement on rolling basis.

23.2. Operator shall comply with the laws of land including Pollution Control Board guidelines, building guidelines, fire norms etc. SAI shall not be held liable for any change/modification in these laws which adversely affect the Agreement. Operator shall have no right/ claim in this regard, whatsoever the reason may be.

23.3. Operator shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Operator. These personnel shall at no point of time be construed to be employees of SAI and the Operator shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's Compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Operator shall indemnify SAI from any claims that may arise in connection with above.

23.4. The Operator shall ensure that all persons employed by the Operator shall behave in an orderly, disciplined manner and maintain decorum. The employees shall be prohibited from carrying on any unlawful, unfair activities or demonstrations within the Facility. The personnel deployed shall be decent, courteous and without any adverse or criminal background. Operator shall arrange ID cards for their personnel from SAI as per extent rules for the same. All the Operator's personnel shall be required to possess ID card issued by SAI while working in SAI's premises as per prevailing procedure. Access inside the SAI premises in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

**23.5. Signage:**

a) The Operator shall have the right to display signage(s) of suitable size for displaying its generic name of leased space/Facility. The signage may be illuminated or non-illuminated at the Operator's option, however it shall need to confirm to all governmental laws, regulations or ordinance relevant thereto. The Operator shall need to obtain a written approval from SAI before putting up any form of signage and SAI reserves the right to refuse or to suggest an alternative to the same. The size, shape, location, etc. of signage are subject to architectural controls to be issued by SAI. However, separate space for generic signage may be provided at ground level subject to feasibility.

23.6. **Notices:** SAI and Operator voluntarily and unequivocally agrees –

- a) That any notice to be served upon SAI shall be sufficiently served and given if delivered to- “Administrator-Indira Gandhi Sports Complex, Sports Authority of India, New Delhi”.
- b) That any notice which may be required to be served upon the Operator shall be served and given if delivery by registered AD/speed post/courier at the address given on the first page of the Agreement or delivered in person to the authorized representative of Operator.
- c) That any notice or correspondence under the terms of the Agreement shall be in writing by registered post/ speed post/ courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the General Manager/Property Business or by his duly authorized representative. All Notice shall be addressed as above.
- d) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

## **24. OTHER OBLIGATIONS OF THE OPERATOR**

- 24.1. No personnel shall be employed by the Operator whose age is below 18 years.
- 24.2. Any incident of misbehavior or misconduct from the deployed workforce of the Operator towards the public shall be liable for punishment as decided by SAI. In case of repetition of similar fault, SAI may decide to terminate the contract, forfeit the Security Deposit, and blacklist the Operator.
- 24.3. The Operator shall follow all the rules and regulation laid by the Government, including but not limited to hiring of staff, deployment of equipment, security and safety.
- 24.4. The responsibilities of watch and ward shall rest with the Operator, for the Facility.
- 24.5. The Operator shall follow all the rules and regulation laid down by the Government, including but not limited to hiring of staff, deployment of equipment, security and safety. Overall security of the stadium will be done by SAI. However, SAI will not be responsible for loss/theft of any equipment/belongings of the Operator or its employees.

- 24.6. Ensure complete safety of users as per statutory guidelines:
- i. The Operator shall be responsible for the safety of users at all times and a first aid box should be located at close proximity of the activity area where it is accessible to all. These arrangements shall be made in advance.
  - ii. The Operator shall be responsible for the safety of users within the designated playing area/field/court, especially females, against any harassment or misconduct. Any such incident will be dealt with severity and SAI shall be bound to take legal action against the Operator and the responsible person.
  - iii. Handle discipline situations with courtesy and fairness.
  - iv. Respond quickly, intelligently, decisively and in accordance with established emergency and accident management procedures applicable to sporting discipline on offer.
  - v. The Operator shall ensure to take all necessary measures for protection against child abuse and must follow the guideline of POCSO (Protection of Children from Sexual Offences) Act, 2012.
  - vi. The Operator will not allow any prohibited drug or substance by any trainee or trainer under any circumstances in the premises.
  - vii. The Operator must ensure that there is no discrimination against any trainee or trainer on the basis on caste, religion, race or sex.
- 24.7. The Operators shall pay the amount of monthly electricity bill pertaining to the Facility/licensed premises, as indicated by the installed sub meter to SAI by 7<sup>th</sup> day of subsequent months. The electricity will be charged basis existing commercial rates of respective State Electricity Regulations Commissions/utility.
- 24.8. SAI will be given complementary passes/tickets equivalent to 5% seats of each category for each and every event/function organized/held in the tendered space.
- 24.9. Any bookings that have been accepted by SAI before the handing over of the tendered space for the period after the date of handing over, shall also be honored/obliged by the successful bidder at the rate as accepted by SAI. The amount against the said bookings will be collected by SAI and the same will be transferred to the successful bidder by SAI.

## **25. LIST OF PROHIBITTED ACTIVITIES**

25.1 The Operator shall not undertake following activities in the Facility:

- a) Any activities creating breach of terms and conditions set out in RFP and Agreement
- b) Any activities of hazardous nature to environment
- c) Any other unlawful activities.
- d) Activities involving pets and animals.
- e) Any activity including betting, wagering or gambling.

- f) Any product / service, the sale of which is unlawful /illegal or deemed unlawful under Applicable Law.
- g) Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
- h) Sale of tobacco and tobacco products.
- i) ATMs
- j) Coal based cooking strictly prohibited.

**26. TIMELINE AND DELIVERABLES**

- 26.1. The engagement is proposed for Five (5) years extendable by two (2) years from date of signing of Agreement. However, the Agreement can be terminated before the end of tenure in case of unsatisfactory performance or non-compliance with the terms and conditions of the contract.
- 26.2. The Operator will be given a maximum of 30 days to sign the Agreement from the date of issuance of Letter of Acceptance. However, the Operator will be liable to start paying SAI (in the form of quarterly fee) from, the expiry of 90 days Fitment Period or start of commercial operation, whichever is earlier.
- 26.3. If the Operator is not able to comply with the scheduled timeline, it will be liable for a penalty as mentioned in Clause 29(Penalty).

**27. OTHER TERMS AND CONDITIONS OF THE BID**

- 27.1. All information/ details submitted to SAI shall be supported by documentary proof duly certified by the authorized signatory of the Bidder.
- 27.2. The Operator shall not, without the prior express approval of SAI, incur any liability on behalf of SAI, pledge the credit of SAI or make any representation or give any warranty on behalf of SAI.
- 27.3. The mere submission of Bids in response to this RFP by a Bidder , or the rejection thereof by SAI, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against SAI and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein or in respect of any act or omission or decision taken by SAI.



- 27.4. The Bidder must strictly comply with all terms and conditions herein. SAI reserves the right to call upon any or all the Bidders to satisfy SAI regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, SAI may call upon any or all the Bidders to make a presentation to SAI in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses or otherwise neglects to make such presentation to SAI shall not be considered for any further evaluation and shall stand immediately disqualified.
- 27.5. SAI is under no obligation to declare the Bidder quoting the Highest Minimum quarterly Fees as the Successful Bidder. The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract as defined in this document.

## **28. GOVERNING LAW AND DISPUTE RESOLUTION**

- 28.1. This RFP shall be governed by and construed in accordance with the laws of India. Subject to Clause 28.2, the courts of New Delhi, India shall have exclusive jurisdiction over all matters arising pursuant to this RFP.
- 28.2. If any difference or dispute arises under this RFP and/or the Agreement, as the case may be, which cannot otherwise be amicably resolved between the Parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the Parties fail to have consensus over the appointment of a single arbitrator, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re- enactment then in effect.
- 28.3. The seat and venue for arbitration shall be New Delhi, India and the arbitration shall be conducted in the English language.
- 28.4. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each Party shall bear its own lawyers' fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 28.5. The parties shall continue to perform their respective obligations under the Agreement during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of Arbitration proceedings.

28.6. SAI shall have the right to bring an action seeking injunctive or other equitable relief before the courts at New Delhi, India if it reasonably believes that damages may not be an adequate remedy for any breach by the Bidder and/or Operator.

**29. PENALTY**

29.1. In case the Operator fails to commence/execute the allocated activities as stipulated in the Agreement or unsatisfactory performance or does not meet the requirements of the Agreement, SAI reserves the right to impose the penalty at 0.5% of consolidated committed quarterly License Fee per day and shall recover the same from the agency.

29.2. If delay continues beyond 15 days, which is stipulated in Clause 34.1, SAI reserves the right to:

- i. Cancel/Terminate the Agreement forfeiting the EMD and/or Security Deposit besides other rights and remedies as may be available to SAI.
- ii. The Successful Bidder shall be debarred from participating in such type of Tender and his Security Deposit may also be forfeited/ invoked, if so warranted.

29.3. No Penalty will be imposed for delay attributable to SAI or reasons which fall within the definition of Force Majeure as per Clause 39 of this RFP.

29.4. SAI will intimate the Operator regarding the submission of amount against penalty within 15 days of the occurrence of the event. The Operator shall be liable to pay such penalty within 30 working days upon receipt of demand note failure to which will lead to initiation of forfeiture of Security Deposit or proceeding for initiation of termination proceeding and takeover of Facility.

29.5. For delay in service deliverables owing to reasons not attributable to the Operator, SAI shall take decision on extension of such timelines and levy of penalty. However, in the event SAI considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.

29.6. If the Operator fails to pay or partly pay the License Fee and other dues required to be paid as per terms and condition of the Agreement by the due date, a penalty equivalent to 0.5% of quarterly fee per day will be imposed and recovered from the successful bidder.

## SECTION IV: QUALIFICATION AND SELECTION CRITERIA

### 30. ELIGIBILITY CRITERIA

30.1. To be eligible for technical evaluation, the bidder shall fulfill the following:

	<b>Eligibility Conditions</b>	<b>Documentary proof to be submitted</b>
<b>1</b>	<b>Legal Entity</b>	
i	The Bidder must be a company registered under the Companies Act, 2013/1956 or registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under the LLP Act 2008, or Society/Trust registered under societies Act 1960, or sole proprietorship.	The Bidder must submit Proof of Registration of the legal entity (Certificate of Incorporation/Registration, PAN Card, GSTIN, Udyog Aadhar, etc.)
ii	The Bidder should be in existence for at least 3 years before Proposal submission due date	The Bidder must submit Documentary Proof of Registration of the legal entity (Certificate of Incorporation)
iii	The Bidder should not be banned or blacklisted by any government organisation / Govt. financial institution / court / PSU / Central Government / State Government as on the Bid Due Date.	Undertaking signed by the authorized signatory that the Bidder has not been debarred not be banned or blacklisted by any government organisation / Govt. financial institution / Court / PSU / Central Government / StateGovernment as on the Bid due date.
<b>2</b>	<b>Financial Criteria</b>	
i	The Bidder should have a Minimum Average Annual Turnover of Rs. 12,00,000 in last three financial years (2019-20, 2020-21 &2021-22)	Self-attested copy of audited financial statements for 3 financial years duly authenticated by CA i.e. FY 2019-20, 2020-21 and 2021-22
ii	Bidder should have a positive net worth of Rs. 3,00,000/- as on 31 <sup>st</sup> March 2022	Self-attested copy of audited financial statements for 3 financial years duly authenticated by CA i.e. FY 2019-20, 2020-21 and 2021-22
iii	The Bidder should be solvent.	Furnish Solvency Certificate from any nationalized /Commercial bank. The solvency certificate shall not be more than 3-month-old.

3	The Bidder should provide valid PAN & GSTIN	Submit copy of PAN and GSTIN certificates
4	DECLARATION As per GFR Clause 144 (xi) added vide Department of Expenditure order dated 23.07.2020: Any Bidder from a country which shares a land border with India will be eligible to bid in this Tender only if the Bidder is registered with the competent authority. All terms as mentioned in the Department of Expenditure order dated 23.07.2020 will be applicable.	Declaration as per New GFR Clause, 144 (xi) 'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.
5	<p>Bidder should be Class I Local Supplier or Class II Local Supplier will be eligible to bid in this IFB. (As per 3 (b) of DPIIT order dated 16.09.2020).</p> <p>Class I Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%</p> <p>&amp;</p> <p>Class II Local Supplier means a supplier or service provider whose goods, services or works offered for procurement has local content more than 20% but less than 50%.</p> <p>As per 9 (a) of the above order, Bidders are required to submit a declaration indicating percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be.</p>	Bidders are required to submit a declaration indicating percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be.
6	FIT and Proper Person	Bidder should be Fit and Proper person as per the criteria defined in this RFP document.

**Conditions for Fit and Proper Person:** For the purpose of determining whether a Bidder is a 'Fit and Proper Person', SAI may take the indicative criteria mentioned below:

- a. Financial integrity of the Bidder.

- b. Ability of the Bidder to undertake all obligations set out under this RFP.
- c. Absence of convictions or civil liabilities against the Bidder.
- d. Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment is still existing.
- e. Absence of any disqualification as specified below:
  - Conviction of the Bidder or any of its respective directors, partners, executives, or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud or any offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code, or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
  - Admission of an application for winding up or liquidation under the Insolvency and Bankruptcy Code, 2016 (IBC) or any Applicable Laws against the Bidder or any of its or their respective directors and partners.
  - Any action or proceeding being initiated under the Insolvency and Bankruptcy Laws under the Applicable Law, including but not limited to declaration of Insolvency or Bankruptcy, disqualification or de-recognition by any professional body being initiated against the Bidder.
  - Current or previous banning of the Bidder or its respective directors, partners, executives, or key managerial personnel by the governing body of any sport from involvement in the administration of or any form of participation in such sport, for any reason.
  - Default by the Bidder or any of its or their respective directors, partners, executives, or key managerial personnel of any of its obligations to a financial institution or has defaulted on any of its obligations to a financial institution in the last 3 (three) financial years.
  - The Bidder should not have been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.

**Note:** The Bidder, shall submit the details, in the **Form 1** of RFP for consideration of eligibility & technical evaluation. The offers submitted without this documentary proof shall not be evaluated.

**Bid(s) of the Bidder(s), who does/do not meet the required Eligibility/ Qualification Criteria mentioned in this RFP shall be treated as non-responsive and their Bid will not be considered for further evaluation process.**

## **31. FINANCIAL BID EVALUATION**

**31.1. The technically responsive Bidder meeting the above Eligibility Criteria will only be shortlisted for opening and evaluation of Financial Bid.**

- 31.2. For financial evaluation, the quarterly License Fee (**Bid Variable**) indicated in the Financial Proposal, will be considered. The committed amount should be excluding taxes. Taxes has to be charged separately.
- 31.3. The Authority will determine whether the Proposals are complete, and unconditional. The cost, quoted as minimum quarterly fee, indicated in the Financial Proposal shall be deemed as final. The Bidder quoting highest monthly rental fee (H1) would be the selected Bidder. Further, the minimum monthly rate has been fixed at Rs. 1,00,000/- per month (Rupees One Lakh). Accordingly, Bid of Bidder quoting below the monthly fixed fee of Rs. 1,00,000/- will be summarily rejected.
- 31.4. In case, the financial offers/bids of 2 (two) or more Bidders are equal for Facility and the same is H1, then the Bidder having highest average annual turnover for the last three financial years shall be considered as Successful Bidder for the Facility.

## **32. SELECTION OF THE OPERATOR**

- 32.1. The Bids will be evaluated based on the methodology as detailed in Clause 30 and 31 above.
- 32.2. In case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, SAI reserves the right to waive the same. If a Bid is not substantially responsive, it will be rejected by SAI.
- 32.3. Evaluation of Bid: The evaluation and assessment for the selection of the Bidder shall be based on the **Bid Variable i.e. the License Fee quoted by the Bidder**. The Technically Eligible Bidder, quoting the highest fee per quarter, shall be the highest Bidder whose offer shall be evaluated and assessed by SAI.

## **33. DECLARATION OF SUCCESSFUL BIDDER**

- 33.1. Prior to the expiration of the validity period for the Bid, SAI shall notify the Successful Bidder in writing by Notification of Award that its Bid has been accepted. SAI will also send to the Successful Bidder, a draft of the Agreement, along with the afore-mentioned notification. The Successful Bidder and SAI shall discuss and enter into a mutually agreeable final written form of the Agreement and each party shall retain one original of the signed Agreement.
- 33.2. The failure of SAI and the Successful Bidder to agree to the terms and conditions of the Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the Successful Bidder or call for fresh Proposals.
- 33.3. Upon the successful signing of the Agreement by the Successful Bidder or Operator and SAI, and the furnishing of the Security Deposit, SAI will promptly notify the name of the winning Bidder to each unsuccessful Bidder(s) and refund their respective Earnest Money Deposits.

**34. SIGNING OF AGREEMENT**

- 34.1 At the same time as the Authority notifies the Successful Bidder that its Bid has been accepted, the Successful Bidder shall have to sign the Agreement with relevant document as mentioned in this RFP, within maximum 14 days from notification. In case of delay, a penalty of Rs. 5,000 per day shall be imposed. In case delay period goes beyond 14 days, the engagement may be terminated by SAI and the Bidder may be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 34.2 The Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.

## **SECTION V: GENERAL TERMS AND CONDITIONS OF AGREEMENT**

### **35. GENERAL PROVISIONS**

- 39.1 Any default or breach in discharging obligations under this RFP by the Operator while rendering services / supplies to SAI, shall invite all or any actions / sanctions, as the case maybe. The decision of SAI arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any Bidder to put pressure of any kind, may disqualify the Bidder for the present RFP and the Bidder may also be liable to be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 35.2 SAI reserves the right to modify and amend any of the stipulated condition/criterion given in this RFP, depending upon project priorities vis-à-vis urgent commitments.
- 35.3 SAI also reserves the right to accept/reject a bid, to cancel/abort RFP process and/or reject all bids at any time prior to award of work without thereby incurring any liability to the affected agencies on the grounds of such action taken by SAI.
- 35.4 SAI may not award any work to the any Bidder at its own discretion without assigning any reason thereof.
- 35.5 Any default by the Bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 35.6 The decision of SAI arrived during the various stages of the evaluation of the bids will be final & binding on all Bidders. Any representation towards these shall not be entertained by SAI. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned Bidder.
- 35.6 In case the Bidder is found in-breach of any condition(s) of RFP at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- 35.7 Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on SAI.
- 35.8 Bidders are requested to share information which is true and based some tangible proofs.

### **36. HANDOVER OF FACILITY AFTER COMPLETION OR TERMINATION OF AGREEMENT**

- 36.1 After completion/Termination of Agreement, Operator will hand over the Facility to SAI in the same or better conditions in which it was handed over to the bidder by SAI.



### **37. REPRESENTATIONS AND WARRANTIES**

37.1. SAI, along with its employees, representatives, advisers, makes no representation or warranty and shall have no liability to any person including any Bidder 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 or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP 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.

### **38. INDEMNIFICATION AND LIABILITY**

38.1. The Operator shall fully indemnify, hold harmless and defend SAI and its officers/employees/agents/stockholders/Affiliates against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third-party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to:

- i. Any breach of any representation or warranty of the Operator contained in the RFP,
- ii. Any breach or violation of any covenant or other obligation or duty of the Bidder under this RFP.SAI accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

38.2. The Operator shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. For any infringement of Intellectual Property Rights (IPR) while providing its services under the Project.

38.3. The Operator shall at all times indemnify and keep indemnified SAI against any claims in respect of any damages or compensation payable in consequences of any accident, demise, or injury sustained or suffered by its (the Operator's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Successful Bidder.

38.4. The Operator shall at all times indemnify and keep indemnified SAI against and any claims by Employees in respect of wages, salaries, remuneration, compensation or the like.

38.5. All claims regarding indemnity shall survive the termination or expiry of the Agreement.

**39. FORCE MAJEURE**

39.1. For purposes of this Clause, 'Force Majeure' means an event beyond the control of the Operator and not involving the Operator's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics (including COVID- 19), quarantine restrictions, lockdowns and freight embargoes. The Operator shall not be liable for imposition of any such sanction so long the delay and/or failure of the Operator in fulfilling its obligations under the contract is the result of an event of Force Majeure.

39.2. If a Force Majeure situation arises, the Operator shall promptly notify SAI, New Delhi in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by SAI, New Delhi in writing, the Operator shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

39.3. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, SAI may at its option terminate the contract without any financial repercussion on either side.

39.4. In case due to a Force Majeure event, SAI, New Delhi is unable to fulfill its contractual commitment and responsibility, SAI, New Delhi will notify the Operator accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

39.5. During the period of their inability to perform the obligations under the Agreement as a result of an event of Force Majeure and timely intimation by the Operator, SAI shall assess the situation and then decide the application of Force Majeure. Once the duration is defined under the Force Majeure category/ situation no payments are expected to be made by the Operator.

**40. CORRUPT AND FRAUDULENT PRACTICE**

40.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the

contrary contained herein, or in the LOA or the Agreement, the Authority may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

40.2. It is required by all concerned namely the Bidders/Successful Bidder etc. to observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, SAI:

- i. Will reject a Proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices or undesirable practice or restrictive practice in competing for the contract in question;
- ii. Will declare the Operator ineligible or debar/blacklist, either indefinitely or for a stated period of time, to be awarded a contract by SAI if it at any time determines that the Operator has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.
- iii. For the purpose of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) “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 selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of SAI who is or has been associated in any manner, directly or indirectly, with the selection 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 SAI, shall be deemed to constitute influencing the actions of a person connected with the selection process); or (II) engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the LoA, who at any time has been or is a legal, financial or technical adviser of SAI in relation to any matter concerning the RFP;

- b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the selection process;
- c) “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 selection process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by SAI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (ii) having a conflict of interest; and
- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

40.3. SAI reserves the right not to conclude the Agreement and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, EMD (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

#### **41. CONFIDENTIALITY**

41.1. The Bidder agrees and acknowledges that this RFP is confidential and the Bidder, by downloading the RFP document, agrees and undertakes that nothing contained in this RFP shall be disclosed in any manner whatsoever, except to the financial and legal advisors of such Bidder. The undue use by any Bidder of confidential information related to the Bid process may, at the sole discretion of SAI, result in the rejection of its Bid. The Bidder shall further ensure that such financial and legal advisors or any other employees, representatives of the Bidder maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.

41.2. The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The Bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the Bidder and SAI. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of SAI or its successors or assignees, including work product prepared at SAI’s expense, for other clients of the Bidder without the prior written approval of SAI. The Bidder is not authorized to identify SAI as a client for the purposes of marketing or for advertising, without the prior written approval of SAI. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on

behalf of SAI or any copies thereof to SAI. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship with SAI without the prior written approval of SAI.

- 41.3. All information and documents that are furnished by the Bidder will be treated as strictly confidential by SAI and shall not be disclosed by SAI to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required under Applicable Law.

**42. TAXES AND DUTIES**

- 42.1. The total consolidated quarterly License Fee agreed as part of the Agreement shall be exclusive of GST, statutory taxes, duties, cess and levies in India during the contractual period which will be paid extra by the Operator, at the rate applicable on the date of invoicing.

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**ANNEXURE 'I'**

**Form 1: Bid Submission Form**

(On Bidder's letter head)

(Date and Reference)

To,

Administrator,  
Indira Gandhi Sports Complex,  
ITO, New Delhi-110002

**Sub: Selection of an Operator for Operation, maintenance and management of Auditorium at Indira Gandhi Sports Complex New Delhi 110002.**

Dear Sir,

With reference to the RFP dated \_\_\_\_\_ for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We \_\_\_\_\_, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with SAI (Sports Authority of India) for RFP for Selection of an Operator for Operation, maintenance and management of **Auditorium at Indira Gandhi Sports Complex New Delhi 110002.**

1. as per terms mentioned in this RFP.
2. 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.
3. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
4. I/We shall make available to SAI, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of SAI, to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We agree to keep our Bid valid for acceptance for 180 (One Hundred and Eighty) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. I/ We, acknowledge and agree that SAI shall be entitled to forfeit the performance security without our protest and demur in case of any breach of terms and conditions of RFP/Agreement by us.
7. I/We certify that in the last three years, we or any of our authorized representatives 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 Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

8. I/we understand that SAI may cancel the selection process at any time and that SAI is neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
9. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
10. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, we and/or our firm/company/partnership/LLP would be fully responsible for that. We understand in such cases our Bids are liable to be rejected.
11. I declare that:
  - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI.
  - b. 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, in respect of any tender or request for proposal issued by or any agreement entered into with SAI or any other public sector enterprise or any government, Central or State; and
  - c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
12. It is certified that the Bidder is not directly related to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
  - a. They are members of a Hindu undivided family; or
  - b. They are husband and wife; or
  - c. The one is not legally related to the other's sister (including stepsister)

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

### Form 2: Particulars of the Bidder

This information shall cover general/details of offer for Service.

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 above	Attach documents in support and list the documents attached here
6	Level/ Nature of Services to be offered	List level and if more than one level is offered then the differentiation to be amplified
7	No. of days of operation/week and timings of Operation proposed	
8	Annual turnover & Networth	Attach documents in support and list the documents attached here

Date:  
Place:

Full name and signature of Bidder

Full name and signature of authorized signatory with seal of establishment (in case of agency)

Address:

Email:

Cell phone/landline no.

Website:



**Form 3: Financial Proposal (To Be submitted through online mode only)**

As per BOQ uploaded in CPP Portal (as per .xls format uploaded on the portal)

**ANNEXURE 'II' DOCUMENTS TO BE SUBMITTED WITH RFP**

The following documents are to be submitted with the RFP. Upload online the scanned copies as per the instructions mentioned in RFP

Sl. No.	Criteria	Document to be submitted online
<b>I.General Documents</b>		
1	<b>Bid Security Deposit</b>	Scanned copy of signed and stamped Security Deposit. Original Copy of EMD must be submitted to SAI on or before the Last Date of Submission of RFP
2	<b>Bid Submission Form</b>	Scanned copy of signed and stamped Bid Submission Form as per <b>FORM-I</b> .
3	<b>Authorized Signatory</b>	Scanned copy of Power of Attorney in favour of authorised signatory of Bidding Documents. OR Signed and scanned copy of Board resolution in favour of authorized signatory of the Bidder.  <b>(Sample Attached at Annexure III)</b>
4	<b>Declaration regarding acceptance of all terms and conditions of the RFP and its subsequent amendments</b>	A declaration confirming acceptance of all terms and conditions of the RFP and its subsequent amendments without any deviation.
5	<b>Annual turnover and Net worth</b>	<b>Scanned copy of Annexure IV</b>
<b>II.</b>		
6	<b>Fit and Proper Person</b>	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory, as per conditions mentioned in Clause 30 of RFP.
<b>III.</b>		
7	<b>Experience</b>	As mentioned under Eligibility Criteria.
8	<b>Declarations regarding Non-Blacklisting, Local Content and for GFR Clause 144(xi)</b>	As mentioned under Eligibility Criteria.

**Note:** Wherever applicable, the above documents shall be used for evaluation purpose as well. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above. All the Bids so submitted must be **unconditional**. Bidders should make sure that all the pages should be **numbered**, and **an index** should be attached as first page with the Bid. The authorized signatory of the Bidder must sign the Bid with proper name, designation duly stamped at appropriate places and initial all the remaining pages of the Bid. SAI reserves its right to demand for original documents as and when required. Non-production of original documents shall be considered as a material deviation and may render the cancellation of bid followed by consequences such as forfeiture for Bid amount/Performance Security at the discretion of SAI.

**ANNEXURE 'III' | POWER OF ATTORNEY (SAMPLE)**

**(Note- Board resolution in case of company)**

Know all men by these presents, we, ..... (name of Firm/Bidder and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms.....son/daughter/wife and presently residing at....., who is presently employed with us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the “**Authorized Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for engagement with SAI including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to SAI, representing us in all matters before SAI, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SAI, in all matters in connection with or relating to or arising out of our Proposal for said Project and/or upon award thereof to us till the entering into of the Agreement with SAI.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF ....., 2023.

For .....  
(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

.....  
(Signature, name, designation, and address of the Attorney)

Notes:

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

The Power of Attorney should be executed on a non-judicial stamp paper of INR 100 (Hundred) and duly notarized by a notary public.

**ANNEXURE 'IV' | ANNUAL TURNOVER**

S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)	Net Worth (in INR)
Select any three out of four previous financial years mentioned below.			
1.	2019-20		
2.	2020-21		
3.	2021-22		
<b>Certificate from the Statutory Auditor</b>			
This is to certify that the average turnover of the Bidder from in the last three years is Rs._____ . (In words)			
<b>Name of the audit firm:</b>			
<b>Seal of the audit firm</b>			
<b>Date:</b>			

(Signature, name and designation of the authorized signatory)

**Note:**

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder.
- In case audit of the firm is pending for the FY 2021-22 is pending, provisional accounts certified by CA may be considered. Audited accounts and report prior to 2019-20 will not be accepted.

**ANNEXURE 'V' | DRAFT FORMAT OF AGREEMENT/CONTRACT WITH OPERATOR**

## ANNEXURE 'VI' | INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The Bidders are required to submit soft copies of their Bids electronically on the CPP Portal, using valid Digital Signature Certificates ("DSC"). The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their Bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> .

### 2. REGISTRATION

- (i). Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal ("CPP Portal ") (URL: <https://eprocure.gov.in/eprocure/app> ) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- (ii). As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- (iii). Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv). Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
- (v). Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (vi). Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### 3. SEARCHING FOR TENDER DOCUMENTS

- (i). Various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (ii). Once the Bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (iii). The Bidder should make a note of the **unique Tender ID** assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

### 4. PREPARATION OF BIDS

- (i). Bidder should take into account corrigendum/amendment/modification published on the Bidding Document before submitting their Bids.
- (ii). Please go through the Tender advertisement and the Bidding Document carefully to understand the documents required to be submitted as part of the Bid. Please note the number of covers in which the Bid 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 Bid.
- (iii). Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the RFP/Bidding Document schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG

formats. Bid documents may be scanned with **100 dpi with black and white option** which helps in reducing size of the scanned document.

- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the Bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **5. SUBMISSION OF BIDS**

- (i) Bidder should log into the site well in advance for Bid submission so that they can upload the bid in time i.e. on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in the RFP.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of Bids etc. The Bidders should follow this time during Bid submission.
- (v) All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vi) The uploaded tender/Bid documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with Bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The Bid summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **6. ASSISTANCE TO BIDDERS**

- i. Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a Tender or the relevant contact person indicated in the Tender.
- ii. Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232

**ANNEXURE 'VII' |BANK GUARANTEE FORM FOR EMD/BID SECURITY**

Whereas \_\_\_\_\_(hereinafter called the "Bidder") has submitted its quotation dated \_\_\_\_\_for the supply of \_\_\_\_\_ (hereinafter called the "Bid") against the purchaser's Bid Reference No.

\_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_are bound unto Sports Authority of India, New Delhi-110003 (hereinafter called the "Purchaser) in the sum of \_\_\_\_\_for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_day of \_\_\_\_\_20\_\_\_\_. The conditions of this obligation are:

(1) If the Bidder withdraws or amends, breaches the terms and conditions of the tender document, impairs or derogates from the Bid in any respect within the period of validity of this Bid.

(2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity: -

a. Fails or refuses to furnish the performance security for the due Performance of the contract.

OR

b. Fails or refuses to accept/execute the Contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of \_\_\_\_\_days i.e., for \_\_\_\_\_days (2555 days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

\_\_\_\_\_  
Seal, name & address of the Bank and address of the Branch



**ANNEXURE ‘VIII’ | BANK GUARANTEE FORM FOR SECURITY DEPOSIT**

To,  
Secretary SAI  
Sports Authority of India (Head office),  
Jawaharlal Nehru Stadium, Gate no. 10, Lodhi Road,  
Delhi, India.  
New Delhi-110003

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called “the Supplier”) has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ for (description of services) (herein after called “the contract”). AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee from a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the Supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to----- days beyond the date of expiry of contract period as per RFP.

(Signature with date of the authorized officer of the Bank)

.....  
.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch