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Auction ID : 18366

Reference No. : 02-11034/35/2024- JNS(HO)- Auditorium

Office/Zone : STC jaipur

Seller/Auctioneer Name : Vishnubhatla N V L N G Sharma-Auctioneer

Auto Extension : Applicable

Auto Extension Mode : Unlimited

Auction Method : Forward Auction

Auction Brief : SELECTION OF OPERATOR FOR OPERATION, MAINTENANCE AND MANAGEMENT OF 'AUDITORIUM' AT JLN STADIUM

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General Detail

Corrigendum ID :

1040

Corrigendum No. :

2

Status :

Approve

Published On:

18/02/2025 15:34:21

Corrigendum Text :

Please Refer to the Corrigendum / Clarification uploaded. Further the amendments made are as below.

1. Eligibility Criteria Clause 28 Page 44 – “The Bidder must be a Private Limited or Limited or LLP company registered under the Companies Act, 2013/1956.” Is Read as “**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.**”
2. Eligibility Criteria Clause 28 Page 44 – “The Bidder should have valid CMMI Level 3 certificate and issued before the bid publishing date. Verifiable on the link mentioned: [pars.cmmiinstitute.com](https://www.pars.cmmiinstitute.com).” is **Deleted**

Corrigendum Documents

Sr. No.	Document Description	Size (MB)	Uploading Date & Time	Approval Date & Time	Status	Action
1	Corrigendum II	0.21	18/02/2025 15:33	18/02/2025 15:34	Approved	Download(/eprocure/xcommon/file-action/download/53/556/25272/B177D838B01207B8F5B8513754AC661170)

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Corrigendum-II against GeM Auction ID 18363dt. 01.02.2025 for the Forward Auction for the Selection of Operator for Operation, Maintenance and Management Of 'AUDITORIUM' At JLN Stadium.

SL.NO.	ATC/RFP Clause Reference	Clause As Per Forward Auction ATC/RFP	CLARIFICATION SOUGHT/QUERY RAISED	Amendments / Clarifications
1.	Clause 28 Eligibility Criteria Page 44-45	The bidder must have a minimum average annual turnover of INR 20.65 Crores in the last three financial years ending on 31st March 2024.	Considering the specialized nature of auditorium management, would SAI consider reducing the turnover threshold or allowing a consortium of companies to meet this requirement collectively?	No Change. Forward Auction Document conditions shall prevail.
2.	Page 20, Point No. 12.5 (RFP Clause)	SAI reserves the right to use the facilities for their 'Ministry or Internal purposes' during the tenure of the agreement (for a maximum period of 15 days period on 'Free of Cost (FOC)' basis), for organizing any event or for any other purpose, and the selected bidder shall provide the same upon request of SAI with a prior notice of 15 days for the same.	Will SAI provide an annual schedule of these 15 days in advance to avoid conflicts with pre-booked commercial events? If not, will compensation be provided for last-minute cancellations?	The specific events to be held during the contract period are currently undetermined, making it impossible to guarantee the provision of advance notice. Consequently, bidders should factor this uncertainty while submitting their proposal
3.	Clause 18.1 (b) & (d) Page 28-29	<p>(b) The License Fee shall be paid to SAI on quarterly basis in advance to SAI by the last working day of second month of previous running quarter. This has also been illustrated below for better understanding of Operator –</p> <ul style="list-style-type: none"> • The billing quarter - 1st April - 30th June • Period for the issue of invoice - 1st February - 15th February • Last date of payment of dues to SAI- 28th February <p>(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.</p>	In case of delays in obtaining necessary government permissions/licenses, will the fitment period be extended, or can the License Fee start date be adjusted accordingly?	No.
4.	Clause 27.2	In case the Operator fails to commence/execute	Can the authority clarify if penalties will be	Refer Forward document for detailed terms and conditions

SL.NO.	ATC/RFP Clause Reference	Clause As Per Forward Auction ATC/RFP	CLARIFICATION SOUGHT/QUERY RAISED	Amendments / Clarifications
	Page 42	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.	waived in cases of delays caused by factors beyond the operator's control, such as delays in handover from SAI or force majeure events?	
5.	Clause 14.1 (k) Page 21	The Operator cannot sub-lease the complete end-to-end operation, maintenance and management of the Facility. However, the Operator may hire contractor for managing selected services like housekeeping, security, horticulture, restaurant operations, banquet operations etc., however, the operator shall ensure that all such sub-contracts shall be coterminous with the Agreement.	Can the operator engage third-party event management companies for specific events within the auditorium, or would this be considered sub-leasing?	If the operator is proposing to engage an agency to manage overall operation, management and maintenance of facility on their behalf, then it is not acceptable. However, for managing different services viz., housekeeping, security, IT, electricity the operator may engage other agencies
6.	Clause 14.1 (w) Page 23	The successful bidder may be permitted to serve liquor and alcohol-based drinks or beverages during events such as weddings, parties, banquets, and similar activities within the allotted space, in accordance with the norms and guidelines of the Central and State Governments. However, the successful bidder shall be responsible for obtaining all necessary approvals and licenses related to the serving of alcohol, at their own expense.	Will SAI assist in obtaining permissions for serving alcohol, or will the responsibility solely lie with the operator? What are the implications if permissions are delayed or denied?	No. This responsibility falls solely on the operator. No, activities will be allowed in the facility without obtaining the approval from the respective authority for the same. Further, starting any activity without approval will be treated as a breach of contract and action in line with the conditions specified in the Forward Auction documents will be initiated

SL.NO.	ATC/RFP Clause Reference	Clause As Per Forward Auction ATC/RFP	CLARIFICATION SOUGHT/QUERY RAISED	Amendments / Clarifications
7.	Clause 15.1 Page 25	After the evaluation of Bids, Intimation Letter / Letter of Acceptance (LOA) will be issued to the Successful Bidder. SAI shall be responsible for intimation of official date schedule (reference to Clause 12.6 of this document) w.r.t. hand-over the Facility to the Successful Bidder on the date of the signing of the Agreement and first 90 days from the 'Date of Site Hand-Over' shall be considered rent free Fitment Period towards mobilization purpose by the Successful Bidder to initiate commencement of operations in the Facility.	What specific support will SAI provide during the fitment period, especially regarding approvals for temporary structures and facility modifications?	No support in any way will be provided to operator. SAI will only be responsible for handing over the space on As is where basis to the selected operator. Further, operator shall have to get the drawings, including exteriors, approved by SAI before doing any construction at site.
8.	Clause 18.2 (a) Page 30	In order to ensure the due performance of the awarded contract, the Successful Bidder shall, before entering into the Agreement with SAI, furnish an irrevocable Security deposit within fourteen (14) days from the issuance of Intimation Letter / Notification of Award (NoA) for an amount of equal to twice of the quoted Quarterly Fee i.e., six-month fee. A total of seven (7) IFSD instruments shall be submitted by Operator to SAI i.e. for 1st year, 2nd year, 3rd year, 4th year, 5th year, 6th year and 7th year separately depending upon the Yearly remuneration to SAI by the Operator. Incremental value on Quarterly rate on a yearly basis as per Clause 18.1(L) of this document should be considered to evaluate the Yearly remuneration to SAI by the Operator. Each Yearly IFSD instrument shall be returned back to the Operator at the end of respective Year. In case of delay, a penalty of 0.5% of Quarterly fee per day shall be imposed. In case delay period goes beyond 14 days, the engagement stands terminated by SAI and the Bidder may be debarred from bidding for SAI in future for a period of at least one year.	Can the security deposit be provided as a single comprehensive bank guarantee covering the entire tenure instead of annual renewals to ease the administrative burden?	The Interest Free Security Deposit shall be submitted as per the conditions stipulated in the Forward Auction Document.
9.	Clause 18.1(j) Page-29	Along with License Fee, the Operator shall also pay other dues such as electricity consumption charges, water consumption charges etc. as applicable.	Will SAI provide historical utility consumption data for the auditorium to help bidders accurately estimate operational costs?	Currently, a centralised meter takes all the reading and hence it is difficult to bifurcate the unit consumption for the facility.

SL.NO.	ATC/RFP Clause Reference	Clause As Per Forward Auction ATC/RFP			CLARIFICATION SOUGHT/QUERY RAISED	Amendments / Clarifications
10.	Clause 27	PENALTY			No penalty for delays due to force majeure. Can SAI specify the documentation or process required to invoke the force majeure clause in the event of unforeseen circumstances affecting operations?	The situations arising out of Force Majeure shall be dealt as per the provision available in Forward Auction Document, Refer Clause 36 of the FA Document
11.	Page No. 5, EMD	EMD of 1 Crore only			What are the modes for EMD submission? Could it be submitted as a > Corporate Bank Guarantee signed by CFO > Bank Guarantee etc. > Bid Security Declaration	Refer Clause 7, Page 15 of the Forward Auction Documents for modes of EMD.
12.	Clause 16.3 Page No. 26	The minimum tenure of the Facility shall be for a period of Seven Years (7) unless otherwise terminated by SAI or surrendered by the Operator in terms of provisions of the Agreement.			> Is this 7 years a Minimum Commitment? > We would prefer SAI to give a minimum Commitment of 7 years initially as part of RFP and Agreement.	7 years is the fixed term of contract. No provision for extension is available in the contract. Further, SAI can not give any commitment for minimum number of years beyond the term available in the Forward Auction document
13.	Clause 17.1 Page No. 27	a) Electricity, Installation of DG sets, Air Conditioning and Fire Fighting & Fire Protection:			We are expecting Electrical points, Water facilities and DG connection will be provided by the SAI at the Facility premise.	Refer Clause 17 – Infrastructure Services for further details.
14.	Clause 18.1 (d) Page 29	Rent-free Fitment Period: The tender document states that "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.			We request that the rent-free Fitment Period of 90 days be increased to 180 days. This extension would provide us with a more reasonable timeframe to complete the necessary fit-out work, mobilize resources, and establish the facility to meet the required standards.	No Change. Forward Auction Document conditions shall prevail.
15.	Clause 29.6 Page 46-47		Minimum Quarterly License Fee (Inclusive of 18% GST taxes)	(In Words)	What is the basis of calculation for the INR 1,47,50,000/- License Fee? We believe that this fee is exponentially high, especially considering that we are	No Change. Forward Auction Document conditions shall prevail.

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		Auditorium along with its associate Parking area at JLN stadium	INR 1,47,50,000/-	One crore forty-seven lac and fifty thousand only)	required to make significant investments from our own funds to develop the space and subsequently pay SAI the assured fees. We request that this tee be relaxed to a more sustainable and mutually beneficial amount.	
16.	Clause 28 Page 44	<p>Eligibility Criteria:</p> <p>The Bidder should have valid CMMi Level 3 certificate and issued before the bid publishing date. Verifiable on the link mentioned: pars.cmmiinstitute.com.</p>			General Query	DELETED
17.	Clause 28 Page 44	<p>Eligibility Criteria:</p> <p>The Bidder must be a Private Limited or Limited or LLP company registered under the Companies Act, 2013/1956.</p>			General Query	<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.</i>