

# **SPORTS AUTHORITY OF INDIA**

**Tender Document for Awarding Display of Hoarding for  
Advertisement at Sports Authority of India, Netaji Subhas  
Eastern Centre, Sector - III, Salt Lake City, Kolkata, West Bengal -  
700106.**

**Tender No. 23-05001/5/2023-RC Kolkata**

Sports Authority of India,  
Netaji Subhas Eastern Centre,  
Sector - III, Salt Lake City, Kolkata, West Bengal -700106

<b>CONTENTS</b>		
<b>Chapter No.</b>	<b>Particulars</b>	<b>Page No.</b>
1	Notice Inviting Tender	3
2	Disclaimer	6
3	Eligibility Criteria of Bidders	7
4	Submission of Bids By Bidders	9
5	Instructions for Online Bid Submission	15
6	Objectives & Scope	20
7	Terms & Conditions	21
8	Fraud and Corrupt Practices	26
9	Miscellaneous	27
Annexure-1	Details of advertising spaces offered for Licensing	28
Annexure-2	Letter of Application & Interest	30
Annexure-3	Financial Bid	32
Annexure-4	General Information of the Bidder	33
Annexure-5	Power of Attorney for Signing of Application	34
Annexure-6	Consortium Agreement/Memorandum of Understanding	35
Annexure-7	Affidavit	37
Annexure-8	Undertaking of Responsibility	38
Annexure-9	Certificate of Statutory Auditor	39
Annexure-10	Undertaking for downloaded document	40
Annexure-11	Undertaking for not being banned / debarred from business	41
Annexure-11 (A)	Undertaking as per Clause No. 3.3 of Tender Document	42
Annexure-11 (B)	Undertaking as per Clause No. 3.6 of Tender Document	43

## CHAPTER-1

### NOTICE INVITING TENDER

- 1.1** Sports Authority of India invites open e-tenders from reputed advertising agencies who may be a sole proprietary firm, a partnership firm or a company incorporated under the Companies Act' 1956/ 2013 & having its registered office in India or as a Joint Venture/ Consortium of such entities to License out 'Display of Hoarding' for Advertisement at Sports Authority of India, Netaji Subhas Eastern Centre, Kolkata, West Bengal-700106 for 5 years, as per details given in Annexure-1 of Tender Document i.e. "Details of advertising spaces offered for licensing".
- 1.2** The Bidders shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting the Bidding Process, if the constituent of one Bidder is also a constituent of another Bidder.
- 1.3** SAI shall receive Bids (e-tender) pursuant to this 'Tender Document', in accordance with the terms & conditions set forth herein and as modified, altered, amended and clarified from time to time by SAI. Bidders shall submit bids in accordance with such terms & conditions on or before the last date specified in this document for this purpose. The Bidders are advised to visit the site and familiarize themselves with the proposed arrangements and all activities, necessary in this regard.
- 1.4** **Salient features of bidding Process:**
- SAI has adopted a single stage two packet Bidding Process to select a suitable highest Bidder to grant 'Display of Hoarding' for Advertisement at Sports Authority of India, Netaji Subhas Eastern Centre, Kolkata, West Bengal-700106 in multiple lots as per detail given in Annexure-1 of RFP.
- a)** **Bidders have to bid for the offered advertisement spaces as per detail given in Annexure-1 without any provision for partial surrender of the licensed spaces during the currency of the contract. Contract for 'Display of Hoarding' for Advertisement at Sports Authority of India, Netaji Subhas Eastern Centre, Kolkata, West Bengal-700106 with offered area of each lot as per Annexure -1 shall be awarded to the bidder as per the H-1 rate received and accepted by SAI. In case of Two of more bids are of same rate and are highest bid, then bidder whose turnover is higher, will be selected, however SAI's decision shall be binding and final.**

## b) Schedule of Bidding Process: I

Sr. No.	Particular	Description
1.	Bid Security/EMD (Earnest Money Deposit)	<b>Rs 2,40,000/-</b> (Rupees Two lakhs forty thousand only). Bid Security amount shall be accepted through demand draft only. DD to be made in favour of SAI PUBLIC ACCOUNT payable at Kolkata.
2.	Pre-Bid Conference	<p><b>28.03.2023 11:30am</b></p> <p><b>Join Zoom Meeting</b>  <a href="https://us02web.zoom.us/j/86435038735?pwd=ZFFwRzBtM01yUUVIZEcxVnBuU0NKQT09">https://us02web.zoom.us/j/86435038735?pwd=ZFFwRzBtM01yUUVIZEcxVnBuU0NKQT09</a></p> <p><b>Meeting ID: 864 3503 8735</b>  <b>Passcode: 12345</b></p> <p>Further, bidders are requested to send pre-bid queries on the registered official email id of SAI NSEC Kolkata i.e. <a href="mailto:rckolkata-sai@nic.in">rckolkata-sai@nic.in</a> latest by <b>1200 hrs on 02.04.2023</b>. Queries received after 1200 hrs on 01.04.2023 shall not be entertained.</p>
3.	Bid Closing Date/Last date of Bid submission	<b>12.04.2023</b>
4.	Date of Opening of Technical Bids	<b>13.04.2023</b>
5.	Validity of Bid	Up to 180 days from the last date of submission of bid.

**EMD has to be submitted failing which the offer/ bid of such bidder shall be declared as ineligible and the said bid submitted shall be summarily rejected. The Bid shall be valid for a period not less than 180 days from the last date of submission of bid.**

- c) Bidders are expected to carry out extensive survey of SAI premises/ stations and analysis at their own cost, before submitting their respective bids for participating in the above said tender. SAI shall provide necessary permission and assistance to the prospective bidders in this regard.
- d) The Bid submissions must be made online after uploading the mandatory scanned documents towards EMD and other documents as stated in Tender Document.
- e) All the uploaded files in Bid submission should be named properly and arranged systematically. No special character/ space should be there in the name of uploaded file.
- f) Bids received after due Date & Time of Submission (e-tender) of Bid shall not be accepted under any circumstances.
- g) If a Bid is submitted by a JV/ Consortium, following shall be abided by all its members:
- h) For the purpose of evaluation of Consortium, each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the Consortium.

- ii) The Lead Member of the JV/ Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the JV/ Consortium during full tenure of License Agreement.

Any change in percentage stake of JV/ Consortium members without prior written approval of SAI shall be treated as Material Breach of Contract and Licensee's Event of Default entitling SAI to encash Security Deposit/ Performance Security and/ or to terminate the License Agreement after 30 days' notice.

- iii) Minimum percentage stake of any member in JV/ Consortium during license period (including lock-in period) shall not be less than 15%.
- iv) Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their eligibility shall not be considered for evaluation of JV/ Consortium.
- v) All members of such entity shall be jointly and severally liable for the performance of License Agreement.
- vi) For the purpose of evaluation of the consortium/ JV each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium of JV.

*Illustration: Say If 'A' and 'B' are two members of JV/Consortium. 'A' is having 70% equity holding in JV and 'B' is having 30% equity holding in JV. In such a condition, 70% of A's turnover and 30% of B's turnover will be taken for the calculation of eligibility of the JV.*

- 1.5 The Bidders are advised to keep in touch with e-tendering portal <https://eprocure.gov.in/eprocure/app> and Sports Authority of India website at [sportsauthorityofindia.nic.in](https://sportsauthorityofindia.nic.in) for updates.

- 1.6 In case of any grievances/ complaints regarding this tender, the bidders are advised to contact:

1. Regional Director  
Sports Authority of India Netaji Subhas Eastern Centre  
Kolkata, West Bengal-700106.  
Email id: rckolkata-sai@nic.in  
For and on behalf of: Director General, SAI

**CHAPTER-2****DISCLAIMER**

- 2.1.** This Tender Document is an invitation by SAI to the interested Bidders for participation in the tendering process for selection of Licensee. This Tender Document is provided with information that may be useful to bidders in making their financial offers (Bids) pursuant to this Tender Document. This Tender Document includes statements which reflect various assumptions and assessments arrived at by SAI. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document and obtain independent advice from appropriate sources.
- 2.2.** Information provided in this Tender Document to the Bidder(s) is on a general 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.
- 2.3.** SAI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions or scope contained in this Tender Document. SAI, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise arising in any way for participation in this Bid Stage.
- 2.4.** The issuance of this Tender Document does not imply that SAI is bound to select a successful Bidder or to appoint the Preferred/ Selected Bidder as a Licensee, as the case may be, for the grant of License and SAI reserves the right to reject any or all of the Bids without assigning any reason whatsoever. Bidders shall bear all costs associated with or relating to the preparation and submission of the Bid. Bidders are expected to carry out extensive study and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. Any queries or request for additional information concerning this Tender Document shall be considered only if it is submitted in writing.

**CHAPTER: 3**  
**ELIGIBILITY CRITERIA FOR BIDDERS**

- 3.1** Bidders and/ or their holding companies and/ or other subsidiaries engaged in and conducting advertisement business and controlled by the same holding company should have a minimum annual average turnover of Rs 48,00,000/- (Rupees forty eight lakhs only) in the last three (03) audited financial years/statements i.e FY 2-19-20, FY 2020-21, FY 2021-22 duly certified by statutory auditor under his signature along with stamp (i.e. gross aggregate turnover of Rs 1.44 crore is the last three financial years as stated above. Here, gross turnover shall mean turnover from **all sectors of advertisement business only**. The bidders shall upload the audited financial statements including profit and loss account for the above mentioned last three (3) financial years, as applicable and stated above. In case of JV/ Consortium, the audited reports of each relevant member of JV/ Consortium for the last three (03) financial years shall be submitted.
- 3.2** In case the audited balance sheet of the latest financial year is not yet available, then the bidder(s) is required to submit financial statements/ reports for FY 2018-19 and FY 2019-20 and FY 2020-21 along with an affidavit and a certificate from the Statutory Auditor duly certifying that the balance sheet for FY 2021-22 has not been audited so far.
- 3.3** Undertaking for no dues as per Annexure-11A: Bidder has to give undertaking that no dues are pending on his account for more than 90 days in any of the agreement(s) with SAI either as a single entity or as a member of JV/consortium or SPV of JV/consortium/single entity.
- 3.4** For the purpose of evaluation of the consortium/ JV each member's contribution towards the turnover shall be considered in the same ratio of their equity participation in the consortium/ JV.
- 3.4.1 Illustration: If 'A' and 'B' are two members of JV/Consortium. 'A' is having 70% equity holding in JV and 'B' is having 30% equity holding in JV. In such a condition, 70% of A's turnover and 30% of B's turnover will be taken for the calculation of eligibility of the JV.
- 3.5** The Bidder(s) shall enclose the following document(s) along with their Bid:
- a) A Certificate(s) from their statutory auditors along with their Bid providing the information sought as per format given in Annexure-9.
  - b) Audited financial statements including Gross Annual Turnover, Balance Sheet, Profit Loss Account, etc. for immediate preceding three (3) completed financial years [i.e. FY 2019-20 and FY 2020-21 and F Y 2021-22]. If audited financial statement for the last completed year i.e. FY 2021-22 is not available, the Bidder shall furnish an affidavit along with a certificate from the statutory auditor in this regard certifying that the balance sheet for the financial year 2021-22 has not been audited so far. In such case, the financial statements may be submitted for the financial year 2018-19 along with those of the financial year 2019-20 and 2020-21. In case Audited Balance Sheets/ financials of last three (3) preceding years other than the latest/ last financial year (FY 2021-22) are not submitted, the BID shall be considered as non-responsive and shall not be evaluated.
  - c) An undertaking stating that all the necessary supporting documents, including audited accounts and financial statements have been provided.
  - d) A stamped undertaking that:
    - a) SAI/ any other Organization (100% owned by govt.)/Any Ministry of Government of India, must not have banned/ debarred business with the applicant (including any member in case of JV/ Consortium) in case their financials are resorted to for the purpose of evaluation of eligibility as per clause above as on the date of tender submission. The bidder should submit undertaking to this effect in Annexure-11 of the Tender Document.

- b)** In case, at a subsequent date, the successful bidder/ licensee is found to have been banned for business as given above, SAI shall be at liberty to and have full rights to cancel the allotment of license for 'Display of Hoarding' for Advertisement at Sports Authority of India, Netaji Subhas Eastern Centre, Kolkata, West Bengal-700106 of SAI network and forfeit all the payments made by the licensee including the Interest Free Security Deposit (IFSD) after adjusting any dues payable by the successful bidder/ licensee. The bidder should submit undertaking for the above as per Annexure-11 of the Tender Document.

**3.6** Bidder/ SPV (either as single entity or as a member of JV/ Consortium) having lease/ license agreement of SAI property, will be considered ineligible to participate in the bid:

- a)** If Bidder has any dues are pending on our account against invoices raised by SAI for more than 90 days in any of the agreement(s) with SAI either as a single entity or as a member of JV/consortium or SPV of JV/consortium/single entity as on the last date of submission of bid.
- b)** If the lessee/licensee has failed to vacate the leased/licensed space/premises within the grace period (if provided) after completion of the tenure of the license/pre-mature terminated/surrender.
- c)** If the lessee/licensee failed to take over the space within due date & time.
- d)** If the lessee/licensee has encroached on the common areas/circulating areas or any other space which is not leased/licensed to the lessee/licensee and not vacated the area as per the notice issued to him to do so.
- e)** If lessee/licensee having lease/license agreement of SAI in which there is a provision of opening of Escrow account, have not opened the escrow account or having opened it, did not ensure that sub licensees make all the payments whatsoever through escrow account or do not remit SAI dues through escrow account.
- f)** The bidder should submit an undertaking to these effects as per Annexure- 11(A) & 11(B). If there is any misrepresentation of facts by the bidder in their bid submission, the same will be considered as "fraudulent practice" and the bid submission of such bidders will be summarily rejected and also further action shall be taken as per terms of contract or other applicable laws/rules.

**3.7** In case of mismatch in financial data in the submitted documents i.e. in the Statutory Auditor certified documents and data in Audited Balance Sheet, the data from audited balance sheets shall prevail.

**CHAPTER: 4**  
**SUBMISSION OF BIDS BY BIDDERS**

- 4.1** For participation in e-tendering process, the Bidder(s) has to be registered on e-tendering portal <https://eprocure.gov.in/eprocure/app> upon registration, they will be provided with a User ID and a system generated password enabling them to submit their Bids online using Digital System Certificate (DSC) and can witness various activities of bid process. The authorized signatory of intending Bidder, as per Power of Attorney (POA), must have valid Class-II or Class-III digital signature. The Tender Document can only be downloaded or uploaded using Class-II or Class-III digital signature of the authorized signatory. If needed prospective bidder can be imparted training on 'online tendering processes'.
- 4.2** The Bid should be furnished in the format at Annexure-2 to 11, clearly providing the details for fulfilling eligibility criteria. The Tender Documents shall be signed by the Bidder's Authorized Signatory.
- 4.3** Bidders are required to submit refundable EMD (as specified in Notice Inviting Tender) along with their Bid. The EMD shall be accepted only in the form of **Demand Draft in favour of "SAI PUBLIC ACCOUNT" and payable at KOLKATA**. The payment receipt of the EMD shall be submitted online at the time of bid submission. The Bids of the Bidders who fail to submit the EMD on or before the specified date and time shall be summarily rejected.
- 4.4** **Bid Variable: The Bidder(s) shall quote the rate of license fee in per square meter per month "X" for space, the length and height for which the bidder wants to bid (in meters) in figures, which shall be applicable for static advertisement only. The length, height and rate per sq. m. shall be multiplied to arrive at the total price offered by the bidder. The H-1 bidder lot-wise based on this total price will be awarded the bid lot-wise. The successful bidders will only be allowed to install advertisement hoardings in compliance to the length and height for which they have quoted during the currency of contract.**
- 4.5** The bid shall be submitted by the bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling eligibility criteria as laid down in this Tender Document. The Financial Bid shall include the financial offer of the Bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the Bidder on the same date and time as mentioned in the Tender Document. The offer of Bidder, who does not fulfill the eligibility criteria, shall be summarily rejected. The Bidder shall enclose with their Bid an undertaking stating that all the necessary supporting documents, including audited accounts and financial statements, certificate(s) from their statutory auditors have been provided.
- 4.6** **Technical Bid:** The Bidder shall, on or before the date and time given in the Notice Inviting Tender (NIT), upload their tender on e-tendering portal <https://eprocure.gov.in/eprocure/app>. The Bidder shall ensure that a receipt is obtained for the submission of their tender. Such receipt is being issued free of cost. The Bidder shall upload scanned copies of, subject to maximum of, following documents in Technical Bid:
- a)** Deposit slip of "Tender security Cost/ EMD".

- b)** Annexure-2 (On official letter head of the bidder)
- c)** Annexure-3 (Financial bid)
- d)** Annexure-4 (General information of the bidder)
- e)** Annexure-5 (Power of attorney for signing of application)
- f)** Annexure-6 (Consortium Agreement. Memorandum of Agreement)
- g)** Annexure-7 (Affidavit to be submitted by all the bidders)
- h)** Annexure-8 (Undertaking for responsibility for bidder other than JV/ Consortium as per annexure)
- i)** Annexure-9 (Certificate of Statutory Auditors)
- j)** Annexure-10 (Undertaking for downloaded tender document)
- k)** Annexure-11 (Undertaking of not being banned/ debarred from business)
- l)** Annexure-11(A) & (B) (Undertaking for No Dues certificate)
- m)** Attested copies of “Memorandum of Association” & “Articles of Association”, in case of companies or bodies corporate; and copy of “Partnership Deed” in case of the Partnership Firm.
- n)** In case of JV/Consortium, Annexure-6 and 8 – Consortium Agreement, Affidavit & Undertaking of responsibility
- o)** Self-attested copies of the PAN Card and ‘GST Registration Certificate’ (of lead member in case of JV/Consortium).
- p)** Copies of (duly audited and certified by a Statutory Auditor) Profit and Loss Account/Balance Sheet of sole proprietor concern or a partnership firm or a company & of all members in case of JV/Consortium, Annual Report in case of a company as per the Companies Act.
- q)** A declaration by the bidders, Annexure -10, must be submitted stating that the tender document has been downloaded from official website of e-tendering portal <https://eprocure.gov.in/eprocure/app> and no changes, whatsoever, have been made by the bidder. Bids received without the declaration are also liable to be rejected at any stage.

- 4.7** Financial Bid: The bidder shall quote the Bid Variable as rate of license fee in per square meter per month "X" for space, the length and height for which the bidder wants to bid (in meters) in figures, which shall be applicable for static advertisement only. The length, height and rate per sq. m. shall be multiplied to arrive at the total price offered by the bidder. The H-1 bidder lot-wise based on this total price will be awarded the bid lot-wise. The successful bidders will only be allowed to install advertisement hoardings in compliance to the length and height for which they have quoted during the currency of contract.
- 4.8** The documents including this Tender Document provided by SAI shall remain or become the properties of SAI and are transmitted to the Bidders solely for the purpose of preparation and submission of Bid. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders and SAI shall not return to the Bidders any Bid document or any information provided along with Bid.
- 4.9** **Cost of Bidding:** The Bidders shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Bidding Process. SAI shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 4.10** **Pre-Bid Conference:** The date and time for Pre-Bid conference of the Bidders has been notified in Notice Inviting Tender (NIT). During the course of Pre-Bid conference, the participants may seek clarifications and put suggestions for considerations. SAI shall endeavor to provide clarifications and such further information as it may consider appropriate and valuable suggestions shall be deliberated upon by SAI. SAI's point of view/response to queries shall be uploaded on website. Please note that individual communication shall not be issued to any participant.
- 4.11** It shall be deemed that by submitting a Bid, the Bidder has:
- a) made a complete and careful examination of the bidding documents;
  - b) received all relevant information from SAI;
  - c) accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of SAI relating to any of the matters referred to in tender document;
  - d) satisfied itself about all matters, things and information necessary and required for submitting the Bid, execution of the License Agreement and performance of all of its obligations there under;
  - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss/profits, etc. from SAI or a ground for termination of the License Agreement by the Licensee;
  - f) acknowledged that they do not have a conflict of interest with bidding process; and
  - g) agreed to be bound by the undertakings provided by them under and in terms hereof

**4.12** SAI shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender document or the Bidding Process, including any error or mistake therein or in any information or data given by SAI.

**4.13 Verification and Disqualification:** SAI reserves the right to verify all statements, information and documents submitted by the Bidder in response to the tender document or the Bidding Documents and the Bidder shall, when so required by SAI, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by SAI shall not relieve the Bidder of their obligations or liabilities hereunder nor shall it affect any rights of SAI there under.

**4.14 Amendment of Tender Document:-**

- a) At any time prior to the Bid due date, SAI may for any reason, modify the Tender Document by the issuance of Addendum/Corrigendum.
- b) Any addendum/corrigendum issued hereunder shall be uploaded on the SAI official website i.e. sportsauthorityofindia.gov.in and <https://eprocure.gov.in/eprocure/app> only.
- c) In order to provide the Bidders a reasonable time for taking an Addendum into account or for any other reason, SAI may, in its sole discretion, extend the Bid submission Date.
- d) The Bidders are requested to be in touch with official website of SAI i.e. sportsauthorityofindia.gov.in and <https://eprocure.gov.in/eprocure/app> for all updates of the Tender Document such as addendum/corrigendum, replies to queries, postponement of Bid schedules etc. No claims or compensation shall be entertained on account of the Bidder having not read/noticed the updates, etc.

**4.15 Preparation and Submission of Bids:**

- a) **Format and Signing of Bid:** The Bidder shall provide all the information sought under this Tender Document as per the format.
- b) The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) who is (are) authorized to sign the Bid.
- c) The Bidder shall have to submit their Bids (Technical Bid & Financial Bid) online only in electronic format with digital signatures and after uploading the mandatory scanned documents towards other documents as required in the Tender Document. Tender security Cost/ EMD must be submitted only in the form of DEMAND DRAFT in favour of "SAI PUBLIC ACCOUNT" payable at "Kolkata" on or before the stipulated date & time (as specified in NIT).

- d) The Bidders have to produce the original documents as and when required by SAI. The failure of the Bidder or Licensee to furnish the said original documents will empower SAI to summarily reject their Bid.
- e) Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
- f) **The Bidders should carefully note the following instructions:**
  - i) The Bidders should ensure that the complete Tender Document has been downloaded.
  - ii) The printout of Tender Documents should be taken on an 'A4' size good quality paper. The printout should be same as available on website. The print should be legible and indelible.
  - iii) In case of any correction/addition/alteration/omission in the Tender Document, as made available by SAI, is observed at any stage, the Bid shall be treated as non-responsive and shall be rejected out-rightly.

**4.16 Late Tenders:** Tenders have to be uploaded on e-tendering portal CPP PORTAL before the due date and time of tender submission. It shall be the responsibility of the bidder to ensure that their Tender security Cost/ EMD are submitted before the schedule date and time for submission of bid. Tender security Cost/ EMD, received after due date and time of submission of Bid, shall not be accepted. SAI will not be responsible for any delay, internet connection failure or any error in uploading the tender submission. The bidders are advised to upload their submissions well before the due date and time of tender submission to avoid any problems. SAI shall not be responsible for EMD delivered in other form to any other place/person in SAI (like DAK section/Receipt Section, etc.) SAI may, at its sole discretion, extend the deadline for submission of tenders by issuing an amendment. In such case, all rights and obligations of SAI and the applicant previously subject to the original deadline will thereafter be subject to the deadline as extended. Notwithstanding anything contained in this Tender Document, SAI reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

**4.17** Applicants will not be considered if they make any false or misleading representations in statements/ attachments. If any submission is found false or misleading even at later stage (i.e. after the award of Tender) then also, SAI may annul the award. Further, the Applicant may be blacklisted for participation in any future Tenders of SAI as per the terms and conditions of tender documents. The Bidder are required to download the addendum, post bid queries etc. from e-Tendering portal <https://eprocure.gov.in/eprocure/app>

Tenders shall not be modified or withdrawn by the bidder after the date of submission. Withdrawal of tender during the interval between the date of tender submission and expiration of the tender

validity period would result in forfeiture of EMD/any other amount in favour of SAI and action shall be taken as per provisions/clauses of this tender document.

**4.18 Confidentiality:**

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising SAI in relation to or matters arising out of or concerning the Bidding Process. SAI shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. SAI may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or SAI or as may be required by law or in connection with any legal process.

**CHAPTER: 5**  
**INSTRUCTIONS FOR ONLINE BID SUBMISSION**

**5.1 General:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, preparing 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>.

**5.2 REGISTRATION:**

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) 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/ n-Code/ e-Mudhra etc.), with their profile.
- e) 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.
- f) 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.

**5.3 SEARCHING FOR TENDER DOCUMENTS:**

- a) There are 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.
- b) 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.
- c) 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.

**5.4 PREPARATION OF BIDS:**

- a) Bidder should take into account any Corrigendum/ Addendum published on the tender document before submitting their bids.

- b) Bidders are advised to go through the tender advertisement and the tender 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.
- c) Bidder, in advance, should get ready the bid documents to be uploaded as indicated in the tender 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.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be uploaded 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 to 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.

#### 5.5 SUBMISSION OF BIDS:

- a) 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.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- e) All the documents being uploaded 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 opener's public keys.

- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) 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 the bid no. and the date & time of submission of the bid with all other relevant details.
- h) 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.

#### 5.6 ASSISTANCE TO BIDDERS:

- a) Any queries 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.
- b) Any queries 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.

#### EVALUATION OF BIDS

##### 5.7 Tender Opening:

Bids shall be opened online by the Tender Opening Committee of SAI on due date and time of tender opening. Tender Document details for selection of Licensee for **‘Display of Hoarding’ for Advertisement at Sports Authority of India, Netaji Subhas Eastern Centre, Kolkata, West Bengal-700106** will be read out for the information of the representatives of bidders. The technical bids of all the bidders shall be opened in the presence of bidders or their representatives who choose to attend on date & time as mentioned in the Tender Document. If such nominated date for opening of Tender is subsequently declared as a Public Holiday by SAI, the next official working day shall be deemed as the date of opening of Technical Bids. The Tender of any Bidder who has not complied with one or more of the foregoing instructions may not be considered. The details will be read out for the information of representative of Bidders, present at the time of opening of Tender. On opening of the Tender, it will be checked if they contain Pre-Qualification, Technical. SAI shall prepare a record of opening of the Pre-Qualification, Technical Bids which shall include, the name of bidder and whether there is a withdrawal, substitution or modification; alternative proposals, and presence or absence of Tender security Cost/ EMD. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a bidder’s signature on the record shall not invalidate the contents and effect of the record. The Bidders name and such other details as SAI or their authorized representative, at their discretion, may consider appropriate will be announced at the time of tender opening. The sealed financial bids will be opened on a subsequent date after evaluation of technical bids.

Financial bids of only those Bidders, whose submissions are found substantially responsive and technically compliant, will be opened. The time of opening of financial bids shall be informed separately to only those bidders who have qualified during Pre-Qualification and technical evaluation stages and bidder(s) can be present to witness opening of Financial Bids.

#### 5.8 Evaluation of Financial Bids:

SAI shall open Financial Bids of all Bidders who have passed the Pre-Qualification eligibility criteria and are found technically eligible & qualified and have submitted substantially responsive Technical Tenders, in the presence of Bidder's representatives who choose to attend at the address, date and time informed/specified by SAI. Only Financial Bids recorded during the opening of financial bids/Tenders shall be considered for evaluation. In case two or more bids are of the same rates and are the highest bidder then Bidder whose turnover is higher (average annual turnover/gross turnover in last three financial years) will be selected. However, SAI's decision shall be binding and final.

5.9 To facilitate evaluation of Bids, SAI may, at its sole discretion, seek clarifications in writing from any Bidder regarding their Bid.

5.10 Selection of Bidder who qualifies the Eligibility & Financial Criteria:

- a) After selection, Two Letter of Acceptance (the "LOAs") shall be issued, in duplicate, by SAI to the Selected Bidder.
- b) One copy thereof shall be returned to SAI within seven (7) days of date of issue of LOA, duly signed with stamp as a token of unconditional acceptance and acknowledgement.
- c) Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

Sr.No.	Stage of Activity	Time Period
1	Payment of Interest Free Security Deposit/Performance Security to SAI by Licensee	Within 15 days of date of issue of Letter of Acceptance
2	Handing over of advertisement spaces to the Licensee for advertisement	Upon payment of Interest Free Security Deposit/Performance Security as per LOA ( <i>it shall be considered as a deemed handing over, if Licensee fails to take over the inventory/advertisement space within stipulated time</i> )
3	Signing of License Agreement	Within 15 days of issue of LOA of advertisement spaces as per Annexure-1
4	Commencement of License fee	W.e.f. 46 <sup>th</sup> day from date of issue of award of contract/issue of LOA.
5	Payment of Advance License Fee for 1 <sup>st</sup> Quarter to SAI by Licensee	Within 45 days from the date of issue of award of contract/issue of LOA without consideration of any interest. Delay in payment shall attract penal charges/interest @ 18% p.a.

- d) In the event of the duplicate copy of the LOA, duly signed by the selected bidder as a token of unconditional acceptance of the LOA, not being received by the stipulated date by SAI may, unless it consents to extension of time for submission thereof, EMD/any other amount shall be forfeited in favour of SAI and action shall be taken as per provisions/clauses of this tender

document against such bidder on the account of failure of the selected bidder to unconditionally accept the terms of LOA.

- 5.11** The selected Bidder is required to submit Interest Free Security Deposit/Performance Security within Fifteen (15) days from the date of issuance of Letter of Acceptance (excluding the date of issue of LOA). Any request of successful Bidder for seeking any clarification/approval/document from SAI shall be considered only after submission of requisite Interest Free Security Deposit/Performance Security. In case, the bidder fails to submit Interest Free Security Deposit/Performance Security within Fifteen (15) days from date of issuance of LOA, an extended period of Fifteen (15) days, i.e. upto Thirty (30) days from date of issue of LOA to make LOA payments along with penal interest for delayed payment of LOA amount payable to SAI shall be as follows:

<b>Days from issuance of LOA</b>	<b>Rate of Penal Interest</b>
Up to 15 days	NIL
15 <sup>th</sup> to 30 <sup>th</sup> day	@ 18% per annum on balance LOA amount remaining unpaid +GST

The aforementioned interest is excluding GST and shall be charged for the entire period from the date of issue of LOA and on the balance amount remaining unpaid as per the LOA. The amount of penal interest shall be submitted in the form of Demand Draft only, in favour of SAI & payable at KOLKATA. If the licensee fails to submit the required aforesaid Security Deposit/amount/any other amount required in terms and conditions of LOA, within sixty (60) days of issue of LOA, the LOA may be cancelled and forfeiture of EMD/any other amount shall be done in favour of SAI and action shall be taken as per provisions/clauses of this tender document.

*After sixty (60) days from date of issue of LOA, if bidder fails to comply with the terms conditions of the LOA & make due payments there under, the LOA may stand cancelled and forfeiture of EMD/any other amount shall be done in favour of SAI and action shall be taken as per provisions/clauses of this tender document. No further request for extension in making payment of LOA amount may be considered. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever on this account.*

- 5.12** The licensee shall pay Advance License Fee with GST for 1st Quarter within 45 days from the date of first handing over of licensed advertisement spaces (Annexure-1) without consideration of any interest. If the selected bidder fails to pay Advance License Fee for 1st Quarter within 45 days from date of first handing over of the advertisement Space, it shall be treated as non-payment of SAI dues and action shall be taken as per the clauses and forfeiture of EMD/any other amount paid by the licensee shall be done in favour of SAI and action shall be taken as per provisions/clauses of this tender document.
- 5.13** Notwithstanding anything contained in this Tender Document, SAI reserves the right to accept or reject any or all Bids/offers and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore.

**CHAPTER: 6**  
**OBJECTIVES & SCOPE**

**6.1 Objective:**

- a) To augment non-operational revenue of SAI through advertisements.
- b) Position Sports Authority of India as one of the most sought after locations for advertising.
- c) Contribute to the aesthetical view of the Sports Authority of India through high quality advertising.
- d) Provide value to the Corporate who advertises in Sports Authority of India

**6.2 Scope of Work:**

The selected Bidder shall have the exclusive rights to design, procure/manufacture, install, manage, operate, maintain, market and sell outdoor advertising opportunities at Sports Authority of India as detailed in Annexure-1 of the RFP document subject to the terms and conditions specified in the License Agreement. The Licensee shall be responsible for the following activities:

- a) The rates quoted by the bidder for the DISPLAY OF HOARDING in the Bid Document be mentioned both in words and figures falling which the same is liable to be rejected. The bidders are at liberty to be present or to authorize a representative to be present at the time of opening of the Bids.
- b) The bidder shall not display / advertise any items relating to cigarettes, tobacco, alcohol drinks or any items, which may be considered indecent and objectionable by the SAI/ Govt. of India and Local Authorities of the State Govt. of West Bengal.
- c) The preparation and erection / installation of hoardings shall be at the cost and responsibility of the Licensee and the same shall conform to any Govt. orders, directions, rules, bye-laws or laws made by the SAI/Govt. of India/State Govt., or the Local Authority as the case may be, from time to time.
- d) The Sports Authority of India shall not be responsible for the safety, security and the maintenance of the hoardings or for damage, injury or loss caused to property or the person of any other party and the Licensee shall be under obligation for all liabilities for which he will take appropriate insurance cover to safe guard eventualities. against such eventualities.
- e) The successful bidder i.e. Licensee shall be responsible for ensuring all measures, i.e., maintenance of hoardings, the safety of the site including structural safety and any person within the reach of the said hoarding and in case of any incident, injury or damage caused by the hoardings or any defects in its construction or its collapse, fall of any part of it, causing injury or damage to any person or to any property, the liability shall be entirely borne by the Licensee.
- f) The successful Bidder i.e. Licensee shall be responsible for obtaining all necessary permissions, clearances and authorization from the local authorities under the state laws from whom any such permission is required or prescribed by any authority competent to do so.
- g) SAI will be merely issuing a License for the display of hoardings property but the said License shall not be construed in any manner as a deed of License for the land or the space or any property belonging to the SAI. It is clarified that even after issue of the License, the space on which the hoardings shall be erected would continue to belong to the SAI and no right with regard to this space shall vest in or accrue to the Licensee for any use other than the Hoarding.

- h) The prospective bidder, when granted License, shall make his own arrangement for Electricity from the concerned Local Body or install power supply system at his own cost. Licensee shall be responsible for payment of all the expenditure on account of the said electric connection including Electric meter Security any incidentals / Arrears of bills consequent to revision in Electricity Tariffs / defaulters / restoration of connection etc., and the electricity consumption
- i) The Licensee shall not have any right what so ever for renewal of the License after the expiry of the License period and the Licensor shall be entitled to invite fresh offers by an open advertisement in the newspapers well before the expiry of period of License.
- j) Municipal Taxes, if any, payable on License Fees, to be deposited with SAI, will be borne by the Licensee.
- k) The successful Bidder shall enter into an agreement with Sports Authority of India containing detailed terms and conditions, as may be specified in the agreement for the License, within 15 days after receiving intimation of acceptance of the offer and shall pay all expenses fees, stamp duties and other duties, incidentals thereon including the fees of the lawyers and shall be allowed to display the hoardings only after the License agreement has been duly concluded and signed.
- l) The above terms and conditions are provisional and are not exhaustive and are liable to be amended, modified or added to at the time of agreement subject to the conditions as may be warranted at the time of signing of the agreement.
- m) All the advertisement sites and formats proposed by the licensee are subject to prior approval by SAI with regard to operational feasibility, aesthetics, and safety & security concerns. Licensee shall prepare the plans accordingly for approval of SAI & shall properly maintain the advertisement displays.

## Chapter 7

### TERMS AND CONDITIONS

#### **7.1 TENURE OF LICENSE**

- a) The offer of Bidder shall remain valid for acceptance up to a period of 90 days from the date of opening of bid (opening date inclusive).
- b) On the expiry of the License period, the Licensee shall be bound to remove the hoardings and handover peaceful possession of area on which the hoardings were erected within 7 days. On such peaceful vacation and removal of the superstructure of the hoardings by the Licensee, the Security Deposit shall be refunded to the Licensee within a period of 60 days from the date of removal of superstructures for the hoardings. Failing which the Sports Authority of India shall be entitled to confiscate such material which would be on its property after expiry of the period of 7 days. The Licensee, thereafter, shall not be entitled to any compensation/damages for the material not removed by him after the expiry of the aforesaid prescribed period of 7 days. There shall be a lock-in period of two (2) years from the date of commencement of the license period.
- c) If the licensee is desirous of surrender the license hereby created before expiry of the lock-in period of two (2) years, the License Agreement shall deemed to be foreclosed on the date mentioned in surrender notice, subject to confirmation by SAI. In such a case, the balance Interest Free Security Deposit/ Performance Security shall be forfeited in favour of SAI after adjustment of outstanding dues, if any, payable to SAI. No grace period shall be provided to licensee in such a

case. SAI may also recover the balance outstanding dues, if dues are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in SAI. Balance outstanding dues, if more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else SAI will seize their property treating as '0'/NIL value. SAI shall be free to dispose-off the seized property/goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/ damages in this regard.

- d) The Licensee shall have option to exit from the License Agreement immediately after completion of lock-in period of two (2) years. For this, the Licensee shall give 180 days prior intimation to SAI which can be given before completion of defined lock-in period of two (2) years e.g. (In case lock-in period is of two(2) years, prior intimation can be given after 1year and 6 months). However, option to exit will be available only after two (2) years. In such a case, balance Interest Free Security Deposit/ Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. SAI may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee in SAI. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else SAI will seize their property treating as '0'/NIL value. SAI shall be free to dispose-off the seized property / goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/ damages in this regard.
- e) If the Licensee is desirous of terminating the license after expiry of specified lock-in period but without serving any prior intimation period or shorter intimation period than 180 days, the agreement shall deemed to be terminated on completion of such improper/short intimation period. In such cases, the Interest Free Security Deposit/ Performance Security shall be refunded to the Licensee after adjustment of license fee for period shorter than 180 days (notice period) and outstanding dues, if any. SAI may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, from the other contracts of licensee inSAI. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Security, shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else SAI will seize their property treating as'0'/NIL value. SAI shall be free to dispose-off the property/ goods in whatsoever manner as it deems fit. Licensee shall have no claim for compensation or consideration/damages in this regard.
- f) In case of successful completion of the full term of the License period i.e. five (5) years of License Agreement, Interest Free Security Deposit/Performance Security of the Licensee shall be refunded after adjusting the outstanding dues, if any payable to SAI by the Licensee. If balance outstanding dues are more than Interest Free Security Deposit/Performance Security, they shall also be recoverable from the licensee before licensee is permitted to remove their establishment(s) or else SAI will seize their property treating as '0'/NIL value. SAI may also dispose of the same in any manner as deemed fit without reference or notice to the Licensee. SAI reserves it right to recover the balance outstanding dues from the other contracts of licensee in SAI.

## 7.2 TAXES AND OTHER STATUTORY DUES:

- a) All other statutory taxes, statutory dues, local levies, GST, etc. as applicable shall be charged extra and shall be remitted along with the License Fee for onward remittance to the Government. The Selected Bidder indemnifies SAI from any claims that may arise from the statutory authorities in connection with this license. The present rate of GST is 18%. Any revision in the rates of GST shall also be applicable.
- b) Payment of stamp duty for execution of license agreement if required shall be borne by selected bidder.
- c) Taxes/Municipal Taxes, if any, shall be solely borne by selected bidder.
- d) The Selected Bidder will not ask for any claim or compensation from SAI if advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by selected bidder.
- e) Advertisements pertaining to achievements by different Governments, their Departments, Ministries, Government Undertaking, other Authorities or Political Parties shall be permitted. **However, no advertisement of any political party, person etc. violating "Model Code of Conduct" shall be allowed during the period whereby "Model Code of Conduct" has been enforced by Election Commission.**

### 7.3 Interest Free Security Deposit/ Performance Security:

- a) The selected Bidder/Licensee shall submit & pay Interest Free Security Deposit/Performance Security to SAI equivalent to half yearly (6 months) License Fee.
- b) The selected Bidder shall deposit & pay to SAI minimum 25% of Interest Free Security Deposit/ Performance Security in the form of DD in favor of SAI and 75% or remaining amount of Interest Free Security Deposit/ Performance Security shall be paid in form of Bank Guarantee/DD. Interest Free Security Deposit/ Performance Security up to Rs. 10.00 lakhs shall be paid in the form of DD only. The DD shall be payable in Kolkata & drawn on a scheduled commercial bank.
- c) The successful Bidder shall deposit an amount (Interest Free) as Security Deposit within 15 days of receipt of Award Letter. The amount of Security Deposit will be refunded within 60 (sixty) days after expiry of the validity period of License Deed on handing over vacant possession
- d) **The IFSD shall be payable as follows:**
  - i) The Bank Draft in favour of SAI shall be payable at Kolkata and issued from a Scheduled Commercial Bank based in India.
  - ii) Irrevocable Bank Guarantee in the prescribed format issued by the State Bank of India or any other Nationalized Bank or any other Scheduled Commercial Banks, acceptable to SAI from/payable at branches of the said bank located in Kolkata. The Bank Guarantee shall be valid for three years and shall be extended and renewed further on rolling basis, well before expiry of earlier Bank Guarantee, failing which, the previous Bank Guarantee shall be invoked & en-cashed by SAI without any prior intimation to the licensee. For the last years of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it further, if required, till the final settlement of all accounts is carried out, failing which, the Bank Guarantee of the Licensee shall be invoked

& en-cashed by SAI without any prior notice to the Licensee.

- e) In case of a JV/ Consortium, the Interest Free Security Deposit/ performance security is to be submitted in the name of its JV/Consortium. However, splitting of the Interest Free Security Deposit/ Performance Security (while ensuring the Interest Free Security Deposit/ Performance Security is in the name of JV/Consortium) and its submission by different members of the JV/ Consortium for an amount proportionate to percentage stake or otherwise is also acceptable.
- f) **The License Fee, other recurring charges (if any) and the Interest Free Security Deposit/ Performance Security shall be escalated and increased by 7% on completion of every year of license period, on compounding basis. First escalation in License Fee and the Interest Free Security Deposit/ Performance Security shall be after completion of 1 year of License Period.**

#### 7.4 Factors Governing Selection of Permissible Advertisements:

The Licensee shall take into account the following aspects while selecting advertisements on the Hoardings and abide by all the instructions of the authorized SAI representative on the same:

- a) The advertiser is prohibited from carrying information or graphic or other items relating to alcohol and tobacco products.
- b) The advertiser will have no objectionable and indecent portrays of people, products or any terms.
- c) The use of SAI name, logo or title without prior written permission is strictly prohibited. No co-branding with the Licensor is allowed without prior permission.
- d) No Surrogate advertisement is permitted unless application for placement of the same is accompanied by "No Objection Certificate" from the Ministry of Information and Broadcasting.
- e) Advertisements pertaining to achievements of different Governments, their Departments, Ministries, Government Undertakings, other Authorities or Political Parties shall be permitted. However, no advertisement of any political party, person violating "Model Code of Conduct" shall be allowed during the period, whereby, "Model Code of Conduct" has been enforced by Election Commission. Further, no advertisement which violates "Model Code of Conduct" shall be permitted during the period whereby "Model Code of Conduct" have been enforced by Election Commission. It should be ensured that all political parties and candidates get equitable opportunities to have access to such advertisement spaces for election related advertisement during election period and such spaces should not be dominated/monopolized by any particular party(s) or candidate(s). Fair and equal opportunity has to be given to all parties / candidates.
- f) Co-branding shall not be allowed.
- g) **Any type audio advertisement including from/in digital media shall not be allowed.**
- h) No political advertisement shall be displayed/pasted at the space provided on lease for commercial advertisement during the period of "Model Code of Conduct". If there is any political advertisement in the provided space, the same shall be removed immediately on enforcement of the "Model Code of Conduct".
- i) All advertisement/creative must be approved by SAI before display in premises.

- j) Negative list of Advertisements:** the licensee shall take into account that the following types of advertisements are strictly prohibited:
- i)** Nudity
  - ii)** Racial advertisements or advertisements propagating caste, community or ethnic differences.
  - iii)** Advertisements of drugs, alcohol, cigarette, or tobacco items.
  - iv)** Advertisement propagating exploitation of women or child.
  - v)** Advertisements having sexual overtone.
  - vi)** Advertisements depicting cruelty to animals.
  - vii)** Advertisements depicting any nation or institution in poor light.
  - viii)** Advertisements banned by the Advertising Council of India or by Law.
  - ix)** Advertisements glorifying violence.
  - x)** Advertisements of destructive devices and explosives depicting items, weapons and related items.
  - xi)** Lottery tickets, sweepstakes entries and slot machines related advertisements.
  - xii)** Advertisements which may be obscene or contain pornography or contain an “indecent representation of women”.
  - xiii)** Advertisements which may be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.

**CHAPTER-8****Termination for Default and Resolution of Disputes****Termination for Default**

- 8.1** If the performance of the bidder is not satisfactory during the currency of contract then this agreement may be terminated by SAI, NSEC, KOLKATA after giving one month's notice to Licensee.
- 8.2** The successful Bidder shall not assign or make over any part of the License or allow any other party as a sub contractor to display their hoardings, without the prior permission of the REGIONAL DIRECTOR, SAI, NSEC, KOLKATA. It is clarified that any such permission given by the Competent Authority shall be only with regard to the display of the hoardings / advertisement but shall not be construed as a grant of independent License to any such other party.

**Resolution of Disputes**

- 8.3** Should any dispute or difference of any kind arise between the Licensee and the SAI in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 8.4** If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then either the Licensee or the SAI may give notice to the other party of its intention to commence arbitration in the manner as hereinafter provided and the arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. The dispute or difference arising between the Licensee and SAI relating to any matter arising out of or connected with the License contract, shall be referred to the Sole Arbitrator to be appointed by the Director General, Sports Authority of India. The award of the Arbitrator will be final and binding on the parties to the Contract.
- 8.5** Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e. Kolkata, India. The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

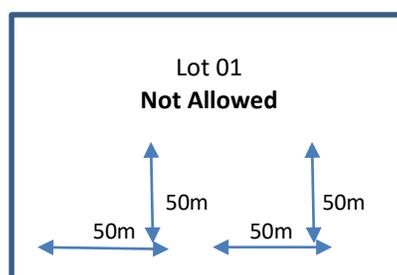
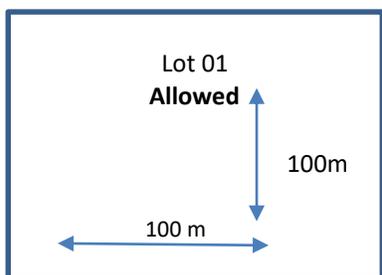
**Chapter-9**  
**MISCELLANEOUS**

- 9.1** The Bidding Process shall be governed by and construed in accordance with the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. Even in such cases where SAI asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute.
- 9.2** During License period, all disputes between the successful bidder and SAI shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement after signing the License Agreement.
- 9.3** SAI, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to
- a)** suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b)** consult with any bidder in order to receive clarification or further information;
  - c)** retain any information and/or evidence submitted to SAI by, on behalf of, and/ or in relation to any Bidder; and/or
  - d)** Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 9.4** It shall be deemed that by submitting the Bid, the Bidder agrees and releases SAI, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 9.5** The Tender Document is to be taken as mutually explanatory and supplementary to the Draft License Agreement and, unless otherwise expressly provided elsewhere in this tender document, in the event of any conflict between them, the priority shall be in the following order:
- a)** License Agreement
  - b)** Letter of Acceptance
  - c)** Reply to pre-bid Query & any Addendum or Corrigendum i.e. the License Agreement above shall prevail over LOA & Tender Document.
  - d)** Tender Document including RFP, DLA.

Annexure-1DETAILS OF ADVERTISING SPACES OFFERED FOR LICENSING

Sl. No.	Item Description	Total length per lot	Units	Floor Price per square meter in Rs.
	Display of Hoarding for Advertisement at Sports Authority of India, Kolkata	(Bidder has to quote total length of hoarding per lot within the specified total lot size per lot as given below)		(Quoting rate per square meter below the floor price as mentioned below will lead to disqualification)
(a)	(b)	(c)	(d)	(e)
1.	Lot 01	250.00	meter	Rs 430/- per sq. m.
2.	Lot 02	200.00	meter	Rs 430/- per sq. m.
3.	Lot 03	120.00	meter	Rs 430/- per sq. m.

- i. The offered area is the display area of the advertising media excluding area of panels, fixtures, etc. Licensee shall not have any claim for compensation or damages, Revision/reduction in License fee.
- ii. (c) and (d) as per the above table signify the maximum lot wise available length in meters. Bidder(s) may quote any length as they deem fit within the maximum available length in meters for the stipulated lot. That is, the bidder may quote any length in meters as they deem fit between 0-250m for Lot 01, between 0 to 200m for Lot 02 and between 0-120m for Lot 03.
- iii. There is no upper ceiling for height. The bidder may quote any height in meters as they deem fit subject to availing and submission of local clearance and other relevant permission(s) at their end. It is presumed that the bidder is well aware of the local rules and regulations regarding the height of hoardings which is permissible and has to mandatorily take all necessary government clearances before installation of the hoardings and shall submit its quote accordingly. In no way SAI shall be responsible in case of any violations during the currency of contract by the successful bidder.
- iv. It must be noted that the **length and height** (as per the lot wise maximum available length in meters) quoted by the bidder must be at a stretch and cannot be broken in between. For example, the bidder is quoting length of 100m and Height of 100m for Lot 01 then the 100m length and 100m height quoted must be at a stretch and cannot be broken or fragmented.



- v. The bidder has to quote rate per square meter in rupees above the floor price of Rs 430/- (Rupees four hundred thirty only) per lot per month. **Quoting rate per square meter below the floor price as mentioned in the above table will lead to disqualification.**
- vi. The bidder shall quote the Bid Variable as rate of license fee in per square meter per month "X" for space, the length and height for which the bidder wants to bid (in meters) in figures, which shall be applicable for static advertisement only. The length, height and rate per sq. m. shall be multiplied to arrive at the total price offered by the bidder. The H-1 bidder lot-wise based on this total price will be awarded the bid lot-wise. The successful bidders will only be allowed to install advertisement hoardings in compliance to the length and height for which they have quoted during the currency of contract.

**LETTER OF APPLICATION & INTEREST**

**(To be submitted duly signed by the Bidder or Authorized Signatory on Letter Head)**

To,  
The Regional Director (I/C),  
Sports Authority of India,  
Netaji Subhas Eastern Centre Kolkata,  
West Bengal-700106.

**Sub: "Tender Document for Licensing of 'Display of Hoarding' for Advertisement at Sports Authority of India, Netaji Subhas Eastern Centre, Kolkata, West Bengal- 700106 ".**

Sir,

I / We understand: -

1. That this tender is to License out 'Display of Hoarding' for Advertisement at Sports Authority of India, Netaji Subhas Eastern Centre, Kolkata, West Bengal-700106 "of SAI.
2. That the Terms and Conditions governing the Tender to license out '**Display of Hoarding**' at SAI and hereby agree to abide the same.
3. Agree to submit one LOA as a token of unconditional acceptance within 7 (Seven) days from the date of issue of LOA.
4. To deposit the first advance quarterly license fee within 45 (Forty Five) days from the date of award of the contract as mentioned in Annexure-1.
5. To deposit the requisite Interest Free Security Deposit/Performance Security to SAI equivalent to half yearly (6 months) license fee based on area mentioned in Annexure-1 and existing rate of license fee applicable as on date of its submission within 15 days of award of contract.
6. The selected Bidder shall deposit minimum 25% of Interest Free Security Deposit/Performance Security in the form of Demand Draft in favor of SAI PUBLIC ACCOUNT, PAYABLE AT KOLKATA and remaining 75% or remaining amount of Interest Free Security Deposit/Performance Security in form of Bank Guarantee/Demand Draft. Interest Free Security Deposit /Performance Security up to Rs. 10.00 lakhs shall be paid in the form of DD/PO only.  
The Bank Guarantee shall be valid at least for three years and shall be renewed before expiry of earlier Bank Guarantee, failing which the previous Bank Guarantee shall be en-cashed by SAI without any prior intimation. For last year of license period, the Licensee shall submit the Bank Guarantee valid for remaining license period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be en-cashed by SAI.

7. That the License Fee shall commence from the 46<sup>th</sup> day of award of contract of advertisement area as per Annexure-1.
8. To sign the License Agreement within the prescribed time or on date as indicated by the authorized representative of SAI, failing which, SAI may deem that Bidder are not interested in the offer and forfeit all payments made in favour of SAI. Bidder hereby voluntarily and unequivocally agree not to seek any claim, compensation, damages or any other consideration whatsoever on account of such forfeiture and also agree not to enter into any correspondence on this account.
9. That the cost of Stamp Duty for execution of License Agreement, Registration Charges and any other related Legal Documentation charges/incidental charges shall be borne by us.
10. That all Taxes/Municipal Taxes, if any, shall be solely borne by us. GST and other taxes as applicable from time to time shall also be paid by us.
11. Not to seek any claim or compensation from SAI if certain advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by us.
12. And satisfied with the locations of the advertisement areas and fully understand comprehend the technical requirements. We are also fully satisfied as to the business viability of licensing the advertisement panels and shall not claim any compensation, dues or any other consideration whatsoever on this account.
13. And shall abide by all terms & conditions and other clauses mentioned in this RFP, and is attached herewith duly signed and stamped on each page as token of my/our voluntary and unequivocal acceptance.
14. To undertake not to tamper/alter/modify the document in any manner what-so ever. SAI may reject the tender outright in case it is found at any time that the Tender Application Form has been tampered/modified/altered in any manner. SAI reserves the right to cancel the agreement, forfeiting all amounts in case of successful Bidder and also take necessary legal action. The Bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration whatsoever, in case SAI takes necessary action to reject the tender/terminate the agreement, at anytime it is found that the downloaded TAF has been tampered/ altered/modified or even corrected.

Signature\_\_\_\_\_

Name of the Authorized Signatory with rubber stamp

Address:\_\_\_\_\_

Telephone No:\_\_\_\_\_

Place:\_\_\_\_\_

Dated:\_\_\_\_\_

**ANNEXURE-3****Financial Bid**

**Name of the Bid:** 'Tender Document for Licensing of 'Display of Hoarding' for Advertisement at Sports Authority of India, Netaji Subhas Eastern Centre, Kolkata, West Bengal-700106'.

**Period of License:** The tenure of the license Agreement shall be of 5 (Five) years from the date of first handover of advertising spaces with a lock-in period of two (2) years shall be applicable for the contract.

The Financial Bid is required to be filled in the Bill of Quantity (BOQ) format available on:

<https://eprocure.gov.in/eprocure/app>

**GENERAL INFORMATION OF THE BIDDER**

(On letter head by each member in case of JV/ Consortium)

1. Details and Address of the bidder:
  - a. Name of the Bidder :
  - b. Country of Incorporation (in case of Firm):
  - c. Address of the corporate headquarters and its :  
Branch office(s), if any, in India:
  
2. Details of individual(s) who will serve as the point of contact/communication for SAI within the Company
  - a. Name :
  - b. Designation :
  - c. Company :
  - d. Address :
  - e. Telephone/Mobile Number:
  - f. Fax Number :
  - g. E-Mail Address :
  
3. In case of Consortium:
  - a. The information above (1 & 2) should be provided for all the members of the consortium.
  - b. Information regarding the role of each member should be provided:

Sr. No.	Consortium Member Name	Equity Stake (%) in the Consortium	Role of the Member in the Consortium (i.e. whether Lead Member/Member)
1.			
2.			
3.			

Signed

(Name of the Authorized Signatory)

For and on behalf of

(Name of the Bidder / Lead Member)

Designation:

Place:

Date:

**ANNEXURE-5****POWER OF ATTORNEY FOR SIGNING OF APPLICATION**

Know all men by these presents, We \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint & authorize Mr./Ms. \_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_

\_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Tender, including signing and submission of all documents and providing information/ responses to SAI, representing us in all matters before SAI, and generally dealing with SAI in all matters in connection with our Tender.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

\_\_\_\_\_

Accepted

\_\_\_\_\_ (signature)

(Name, Title and Address) of the Attorney

**Note: -**

- *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.*

*\*\* It should be on non-judicial stamp paper of Rs.100/- duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.*

**ANNEXURE-6****CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT****(Duly Stamped)**

This Consortium Agreement/Memorandum of Agreement is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20.....

**BETWEEN**

M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at \_\_\_\_\_ acting through its \_\_\_\_\_ duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

**AND**

M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at \_\_\_\_\_

and acting through its \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND PART

**AND**

M/s \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 (further amended in 2013) and having its Registered Office at \_\_\_\_\_ and acting through its \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_ (hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD PART]

Whereas Sports Authority of India (hereinafter referred to as 'SAI') has invited Tender for Licensing of Display of Hoarding' for Advertisement at Sports Authority of India, Netaji Subhas Eastern Centre, Kolkata, West Bengal-700106 of SAI network and whereas the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid application and have decided to deduce the agreed terms to writing.

**NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:**

1. That in the premises contained herein the Lead Member and the Participant Member(s) having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in this SAI's tender.
2. That the members of the Consortium have represented and assured each other that they shall abide by

and be bound by the terms and conditions stipulated by SAI for the tender.

3. That the Consortium has agreed to nominate \_\_\_\_\_ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with SAI and for submitting the bid as well as doing all other acts and things necessary for submission of the Tender.
4. That the share holding of the members of the Consortium for this specified purpose shall be as follows:
  - (i) The Lead Member \_\_\_\_\_ shall have \_\_\_\_\_ per cent (\_\_\_\_%) of share holding with reference to the Consortium for this specified project.
  - (ii) The Participant Member \_\_\_\_\_ shall have \_\_\_\_\_ (\_\_\_\_%) of share holding with reference to the Consortium for this specified project.
  - (iii) [The Participant Member \_\_\_\_\_ shall have \_\_\_\_\_ (\_\_\_\_%) of share holding with reference to the Consortium for this specified project.]
5. That in order to fulfill the requirement of the tender process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the work.
6. That in case to meet the requirements of tender or any other stipulations of SAI, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Consortium Members to meet the requirements and stipulations of SAI.

IN FAITH AND TESTIMONY WHEREOF THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

1. (\_\_\_\_\_) Authorized Signatory  
(\_\_\_\_\_)  
For (Name of company)
2. (\_\_\_\_\_) Authorized Signatory  
(\_\_\_\_\_)  
For (Name of company)

*Enclosure:* Board resolution of each of the Consortium Members authorizing:

- (i) Execution of the Consortium Agreement, and
- (ii) Appointing the authorized signatory for such purpose.

ANNEXURE-7AFFIDAVIT

**(To be given separately by each bidder/ consortium member on Stamp Paper of Rs. 10)(Duly notarized)**

I, ..... S/o..... , resident of ..... the  
 ..... (insert designation) of The ..... (Insert name of the single  
 bidder/consortium member if a consortium), do solemnly affirm and state as follows :

1. I say that I am the authorised signatory of .....(insert name of company/consortium member) (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorised by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the bidder/consortium member.
2. I say that I have submitted information with respect to our eligibility for Sports Authority of India (hereinafter referred to as "SAI") Tender for Licensing of Display of Hoarding' for Advertisement at Sports Authority of India, Netaji Subhas Eastern Centre, Kolkata, West Bengal-700106 of SAI network and I further state that all the said information submitted by us is accurate,true and correct and is based on our records available with us.

\*Strike out whichever is not applicable.

3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by SAI to verify our credentials/information provided by us under this Bid and as may be deemed necessary by SAI.
4. I say that if any point of time including the License period, in case SAI requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of SAI.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our Bid shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Tender Document have been duly complied with.

DEPONENT

VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at ....., on this ..... day of....., 20.....

DEPONENT

**UNDERTAKING FOR RESPONSIBILITY**

(On Rs. 100/- stamp paper duly notarized)

\_\_\_\_\_ as a lead member of the consortium of \_\_\_\_\_ companies - namely \_\_\_\_\_ (Complete name with address) jointly & severally undertake the responsibility in regards to the license agreement with SAI in respect of Licensing of .....:-

1. That, we Solely undertake that \_\_\_\_\_ (Name of the Company/ consortium member) shall conduct all transactions/ correspondences and any other activity in connection with License Agreement pertaining to Tender for Licensing of Display of Hoarding’ for Advertisement at Sports Authority of India, Netaji Subhas Eastern Centre, Kolkata, West Bengal-700106.
2. That, all consortium members are jointly or severally responsible for all commitments / liabilities/ dues etc. to SAI.
3. That, we further confirm that, the stake holding of lead member- \_\_\_\_\_ (Name of the company/ consortium member) shall always remain more than 51% and we, all consortium members, Ensure that there shall be no change in the stake holding of all parties during the initial lock-in period of license agreement.
4. We also confirm that our consortium was made on Dt. \_\_\_\_\_, for seeking Tender for Licensing of “Display of Hoarding’ for Advertisement at Sports Authority of India, Netaji Subhas Eastern Centre, Kolkata, West Bengal-700106 , in support of which a copy of our Board Resolutions is attached with this Undertaking.

(Authorized /CEO of all \_\_\_\_\_ consortium members to sign on undertaking with witness signatures)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Witness 1.  
2.

Annexure-9**CERTIFICATE OF STATUTORY AUDITOR**

(On the Letterhead of the Statutory Auditor)

We have verified the relevant statutory and other records of M/s\_\_\_\_\_ [Name of Bidder], and certify that the cumulative gross turnover of M/s\_\_\_\_\_ (Name of the Bidder) in the last 3 completed financial years is Rs.\_\_\_\_\_.

Year wise detail of Annual Gross Turnover is as under:

Name of Bidder or member of JV	Annual Gross Turnover		
	2021-22	2020-21	2019-20
Name of Bidder or member(1) of Consortium/JV			
Name of Bidder or member(2) of Consortium/JV			
Name of Bidder or member(3) of Consortium/JV			
TOTAL			

Name & address of Bidder's Bankers:

Signature and Seal of the

Statutory Auditor clearly

Indicating their membership number

Note: Turnover as brought out in the audited annual financial results is to be indicated in above table and certified by the statutory auditor of the Bidders.

**Annexure-10****UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT**

We here by confirm that, we have downloaded/read the complete set of tender documents/addendum/clarifications along with the set of enclosures hosted on e-tendering portal \_\_\_\_\_ We confirm that we have gone through the Tender Documents/addendum/corrigendum and clarifications up to the date of opening of bids on the e-tendering portal \_\_\_\_\_. We confirm our unconditional acceptance for the same and have considered these in the submission of our financial bid. We/I hereby give our acceptance to all the terms and conditions of the Tender Document as well as the Draft Licensee Agreement.

Company Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Postal Address \_\_\_\_\_

E-Mail ID \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

Company Seal:

Annexure-11FORM OF TENDERUndertaking for not being banned / debarred from business**(Duly Notarized)****(On non-judicial stamp paper of Rs. 100)**

We do hereby undertake & confirm that SAI/ any other Organization (100% owned by Govt.), Ministry of Youth Affairs and Sports of Government of India, applicable for all Ministries have not banned/debarred business with us as on the date of tender submission. Also any work executed by useither individually or as member in a JV/Consortium, has not been rescinded/terminated by SAI after award of contract to us during the last 3 years (from the last day of the previous month of tender submission) due to our non-performance either on our own or as a member of a JV/Consortium.

In case at a later date the undertaking is found to be false or incorrect, SAI shall have the right to cancel the allotment/license and forfeit all payments made by the licensee including the Interest Free Security Deposit after adjustment of all dues payable by the Licensee.

Stamp & Signature of Authorized Signatory

Note:

1. In case of JV/Consortium, the undertaking shall be submitted by each member of the JV/Consortium.
2. The undertaking shall be signed by authorized signatory of the applicant. In case of JV/Consortium by the authorized signatory of the constituent members & duly counter signed by the authorized signatory of applicant.

**Undertaking as per Clause No. 3.3 of Tender Document**

{To be submitted by bidder (single entity/JV) and also by each member of JV/Consortium separately}

1.0 We, \_\_\_\_\_, hereby undertake that we have following lease / license / concession agreement of SAI property (s) (as on the date of submission of this tender).

S. No.	Lease/Contract Agreement No.	Date of Start	Date of Completion	Due date of Payment of last pending invoice	Remarks

2.0 It is certified that no dues are pending on our account for more than 90 days in any of the above agreement(s) either as a single entity or as a member of JV/consortium or SPV of JV/consortium/single entity.

In case the bidder is not an existing lessee / licensee / concessionaire of SAI, they may write "Not Applicable/Nil" in this annexure.

During evaluation if it is found that incorrect information has been furnished by us of any SAI property, the submission will be considered ineligible and summarily rejected.

**Signature of Authorized signatory of Bidder**

**Annexure-11 (B)****Undertaking as per Clause No. 3.6 of Tender Document**

{To be submitted by bidder (single entity/JV) and also by each member of JV/Consortium separately}

1.0 We, \_\_\_\_\_, hereby undertake that we have following lease/license/concession agreement of SAI property (ies) (as on last date of submission of this tender).

S.No.	Lease/ Contract Agreement No.	Date of Start	Date of Completion	Date of taking over of leased / licensed space / premises	Date of handing over (vacate) of leased / licensed space / premises	If provision of moratorium period, the date of end of moratorium period	Remarks

We, (either as a single entity or as a member of JV / consortium or SPV of JV / consortium / single entity) hereby certified that on last date of submission of this tender:-

a. There is no outstanding delay in vacation of the licensed / leased space / premises within the grace period (if provided) after completion of the tenure of the lease / pre-mature terminated/ surrender.

b. There is no outstanding delay, on our account, in taking over the space / premises licensed /  
Leased to us.

c. There is no outstanding issue of encroachment on the common areas / circulating areas or any other space which is not licensed / Leased to us.

**Note:** In case the bidder is not an existing lessee / licensee / concessionaire of SAI, they may write "Not Applicable / Nil" in this Annexure.

***Strike over which is not applicable.***

**Signature of Authorized signatory of Bidder**

