

REQUEST FOR PROPOSAL

(Reference No.: RFP/Sept/2026/1)

**FOR
CONSTRUCTION, DEVELOPMENT, OPERATION AND MAINTENANCE
OF THE HIGH PERFORMANCE PICKLEBALL CENTRE AT SABARMATI
RIVERFRONT.**

**ON
DESIGN, BUILD, FINANCE, OPERATE AND MAINTAIN BASIS**

SEPT - 2026

**Sabarmati Riverfront Development Corporation Limited
(SRFDCL)**

2nd Floor, “Riverfront House”, Between Gandhi & Nehru Bridge,
Pujya Pramukh Swami Maharaj Marg (Riverfront-West), Ahmedabad – 380009

Tel: +91-79-26580430 || **Email:** office@srfdcl.com

Website: www.sabarmatiriverfront.com

KEY INFORMATION SUMMARY

RFP Availability	:	From Dt.11/09/2026 to Dt. 05/10/2026
Last Date for Receiving Queries	:	Up to 05:00 pm on 21/09/2026 at office@srfdcl.com only. Hard copy of queries shall not be accepted. Queries received after due date and time shall not be entertained
Pre-Bid Meeting	:	To be held on 21/09/2026 at 12:00 am at the Office of SRFDCL
Date of Response to Queries	:	By 29/09/2026 will be uploaded on the websites: • www.sabarmatiriverfront.com • www.ahmedabadcity.gov.in
Last Date for Submission of Bids/ Proposal	:	05/10/2026 upto 05:00 pm.
Opening of Qualification Bid and Technical Proposal	:	On 09/10/2026 at 12:00 am.
Opening of Financial Proposal	:	Shall be intimated to technically qualified bidders through email.
RFP Document Fee / Tender Fees	:	Rs.10,000/- (Rupees Ten Thousands Rupees only) on non-refundable basis as Demand Draft drawn in favour of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad from Scheduled/ Nationalized Bank.
EMD / Bid Security	:	The amount for EMD / Bid Security shall be Rs.1,50,000/- (Rupees One Lakh Fifty Thousands Rupees only) in the form of Demand Draft in favour of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad from Nationalized Bank/ Scheduled Bank. The currency of the instrument shall be Indian Rupees only.
Bid Validity	:	180 (one hundred eighty) days from Last Date for Submission of Bids/ Proposal
E-auction Portal	:	https://www.nprocure.com
Successful Bidder	:	The bidder quoting highest Guaranteed Annual Payment (GAP) payable to SRFDCL.

Guaranteed Annual Payment (GAP)		Base Price for GAP shall be Rs. 7,00,000/- (plus applicable taxes) per annum with escalation at 10% every 3 (three) years cumulatively
Land area for lease	:	Approximately 7000 square metres within which the sufficient land area should be utilized exclusively for parking space
Penal Interest on Delayed Payment	:	A penal interest, calculated at 9% per annum (compound interest) shall be applicable on the outstanding payable amount beyond the timeline decided with the lessee and shall be charged to the lessee by SRFDCL for the delayed period

Note:

1. The bidder is required to submit the Financial Proposal through online mode only.
2. Timelines, notifications, updates and other details for the bid process are available on the website of www.sabarmatiriverfront.com and www.ahmedabadcity.gov.in.
3. While preparing the bid/proposal, the bidder shall take into consideration the entire RFP Document including all sections and annexures forming part of the RFP Document.

CONTENTS.....	Page No
SECTION-I: REQUEST FOR PROPOSAL LETTER (RFPL).....	8
1. INVITATION	8
2. PROJECT LOCATION AND SCOPE OF WORKS.....	8
3. TYPE OF CONTRACT / AGREEMENT AND PERIOD.....	9
4. THE BIDDERS MUST READ THE COMPLETE RFP DOCUMENT.....	10
5. RFP INFORMATION SUMMARY.....	10
5.1. Address for All Communications, Meetings and Submissions.....	10
5.2. Key Information.....	11
5.3. Eligibility and Qualification Criteria.....	11
5.4. Selection Methodology.....	13
5.5. Test of Responsiveness	17
5.6 Performance Security.....	17
SECTION-II: INSTRUCTION TO BIDDERS (ITB).....	19
1. THE SRFD PROJECT.....	19
2. THE RFP DOCUMENT.....	20
3. AUTHORITY AND SRFDCL: - RIGHTS AND DISCLAIMERS.....	20
3.1. Authority and SRFDCL.....	20
3.2. Right to Reject any or all the Proposals.....	20
3.3. Disclaimers.....	20
4. GOVERNING LANGUAGE AND LAW.....	22
5. ACRONYMS.....	22
6. CORRIGENDA / ADDENDA TO RFP DOCUMENT	22
7. PARTICIPATION IN RFP – ELIGIBILITY CRITERIA.....	23
7.1. Eligibility Criteria.....	23
7.2. Joint Venture/ Consortium (JV/C).....	23
7.3. Visit to the Location.....	24
7.4. Conflict of Interest.....	24
8. DOWNLOADING THE RFP DOCUMENT, CLARIFICATIONS AND PRE-BID MEETING.....	25
8.1. Availability of the RFP Document.....	25
8.2. Clarifications.....	25
8.3. Pre-Bid Meeting.....	26
9. PREPARATION OF BIDS / PROPOSAL.....	27

9.1.	Bid/ Proposal Submission Formats.....	27
9.2.	Bid Validity.....	27
9.3.	Earnest Money Deposit (EMD) / Bid Security.....	27
10.	SUBMISSION OF BIDS / PROPOSALS.....	29
10.1.	Mode of Submission.....	29
10.2.	Submission of Financial Bid / Proposal: Online through N-Procure Web Portal....	29
10.3.	Signing of the Proposals.....	30
10.4.	Qualification Bid and Technical Proposal.....	30
10.5.	Implied Acceptance of Procedures by Bidders.....	31
10.6.	Modification and Withdrawal of Bid / Proposal.....	31
11.	EVALUATION OF PROPOSAL AND AWARD OF ALLOTMENT.....	32
11.1.	Bid Evaluation Method and Selection.....	32
11.2.	Clarification of Proposal, Verification and Shortfall Documents.....	33
11.3.	Evaluation of Proposal.....	33
11.4.	Award.....	34
12.	CODE OF INTEGRITY.....	36
	SECTION-III: GENERAL CONDITIONS (GC).....	37
1.0	TENETS OF INTERPRETATION.....	37
2.0	DOCUMENT CONVENTIONS.....	37
3.0	DEFINITIONS.....	37
4.0	SCOPE OF WORK.....	39
5.0	GENERAL CONDITION OF THE LESSEE.....	41
6.0	SAFETY, STATUTORY & EMERGENCY STANDARDS.....	44
7.0	INSURANCE.....	44
8.0	GOVERNING LAWS AND JURISDICTION.....	46
9.0	COMMUNICATIONS.....	46
10.0	SUCCESSFUL BIDDER'S/ LESSEE'S OBLIGATION AND RESPONSIBILITIES.....	47
10.1.	Compliance with Law.....	47
10.2.	Change in Constitution / Financial Stakes / Responsibilities of the Successful Bidder's Business.....	47
10.3.	Obligations to Maintain Eligibility and Qualifications.....	47
10.4.	Obligations to Complete the Development Works.....	48
10.5.	Assignment and Sub-contracting.....	48
10.6.	Obligations to Indemnify AMC / SRFDCL.....	49

11.0	FORCE MAJEURE.....	49
12.0	GUARANTEED ANNUAL PREMIUM (GAP), REVENUE SHARING AND REVENUE AUDIT MECHANISM.....	50
13.0	BID PRICE, TAXES AND PAYMENT.....	52
14.0	BREACH OF CONDITIONS BY THE LESSEE.....	53
15.0	NO PARTNERSHIP.....	53
16.0	DISPUTE RESOLUTION.....	54
	SECTION-IV: SPECIAL CONDITIONS (SC).....	55
1.	TIMELINE FOR LESSEE.....	55
2.	EXECUTION OF LEASE AGREEMENT.....	55
3.	VOLUNTARY SURRENDER IN CASE OF LESSEE.....	57
4.	TERMINATION ON BREACH OF AGREEMENT.....	57
5.	PERFORMANCE PARAMETERS AND LIQUIDATED DAMAGES.....	59
	SECTION-V: ANNEXURES & FORMATS.....	60
	ANNEXURE-1: LETTER COMPRISING THE BID.....	60
	ANNEXURE-2: BIDDER INFORMATION.....	65
	ANNEXURE-3: TECHNICAL CAPACITY OF THE BIDDER.....	67
	ANNEXURE-4: FINANCIAL CAPACITY OF THE BIDDER.....	68
	ANNEXURE-5: FORMAT FOR PERFORMANCE SECURITY.....	69
	ANNEXURE-6: FORMAT FOR FINANCIAL BID.....	72
	ANNEXURE-7: FORMAT OF POWER OF ATTORNEY FOR SIGNING OF BID.....	73
	ANNEXURE-8: JOINT BIDDING AGREEMENT.....	75
	ANNEXURE-9: FORMAT OF POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM.....	82
	ANNEXURE-10: STATEMENT OF LEGAL CAPACITY.....	85
	ANNEXURE-11: ANTI COLLUSION CERTIFICATE.....	86
	ANNEXURE-12: UNDERTAKING REGARDING LITIGATION/ARBITRATION.....	87
	ANNEXURE-13: LAYOUT PLAN FOR PROPOSED DEVELOPMENT.....	88

ACRONYMS

<u>Acronym</u>	<u>Definition</u>
• AAI	Airports Authority of India
• AMC	Ahmedabad Municipal Corporation
• DBFOM	Design, Build, Finance, Operate, Maintain
• DD	Demand Draft
• DSC	Digital Signature Certificate
• EMD	Earnest Money Deposit
• EMF	Employee Provident Fund
• ESI	Employee State Insurance
• GCC	General Conditions of Contract
• GDCR	General Development Control Regulations
• GI	Geographical Indications
• GST	Goods and Services Tax
• GSTIN	Goods and Services Tax Identification Number
• INR	Indian Rupees
• IPR	Intellectual Property Rights
• IT	Information Technology
• ITB	Instruction to Bidders
• JV	Joint Venture
• JV/C	Joint Venture / Consortium
• LLP	Limited Liability Partnership
• LOA	Letter of Allotment
• MS	Microsoft
• PAN	Permanent Account Number
• RERA	Real Estate Regulatory Authority
• RFP	Request for Proposal
• RFPL	Request for Proposal Letter
• RIS	Request for Proposal Information Summary
• SCC	Special Conditions of Contract
• SPV	Special Purpose Vehicle
• SRFD	Sabarmati Riverfront Development
• SRFDCL	Sabarmati Riverfront Development Corporation Ltd.

Section-I: Request For Proposal Letter (RFPL)

1. INVITATION

The Ahmedabad Municipal Corporation (hereinafter referred to as the “**Authority**” or “**AMC**”), through its duly authorised Special Purpose Vehicle (“**SPV**”), namely, Sabarmati Riverfront Development Corporation Limited (“**SRFDCL**”) invites proposal (hereinafter referred to as the “**Proposal/s**”) from eligible entities for “**Construction, Development, Operation and Maintenance of the High Performance Pickleball Centre at Sabarmati Riverfront at Ahmedabad**” (hereinafter referred to as the “**Purpose**”) on Design, Build, Finance, Operate and Maintain (“**DBFOM**”) basis for entering into a Lease agreement of the specified land for the specified Purpose only. This Request for Proposal (RFP) Document, having reference number, RFP No. RFP/Aug/2026/1 (hereinafter referred to as the “**RFP Document**”), gives further details.

2. PROJECT DETAILS :

- a) The land to be allotted for the project is located on area adjoining to Riverfront Park behind NID, Riverfront West as shown at Annexure-13.
- b) The proposed land to be allotted shall measure approximately 7000 square metres within which the sufficient land area should be utilized exclusively for parking space.
- c) The Scope of Works for the development of the High-Performance Pickleball Centre includes conceptualization and design; development and construction; installation and safety tests of all items to fulfil the objective of the Purpose.
- d) The Scope of Works shall also include operation and maintenance during the Lease period including refurbishment, as and when required, and enhancement works during the Lease period.
- e) The Scope of Works shall also include financing the development, operations and maintenance including refurbishment and enhancement during the entire period of lease. On expiry of lease, Dismantling activity is to be carried out by successful bidder as per RFP terms.
- f) Key considerations for design, conceptualisation, construction, development, operation, and maintenance must include following criteria, whereby High Performance Pickleball Centre:
 1. The High Performance Pickleball Centre shall be developed as a sports, recreation, and training destination that promotes pickleball as a competitive

and recreational sport and attracts players, athletes, coaches, spectators, and visitors from across the country.

2. The Centre shall include international standard pickleball infrastructure, facilities, and amenities suitable for professional tournaments, high-performance training, grassroots development, and recreational play.
3. The High Performance Pickleball Centre may include, but shall not be limited to, the following components and facilities:
 - Professional competition and training courts
 - High-performance training and coaching facilities
 - Sports science, physiotherapy, and recovery areas
 - Café/food court area
 - Administrative and operational office
 - Parking and visitor management facilities – 50 (Fifty) ECS (Equivalent Car Space) shall be provided
 - Landscaping in maximum open areas
4. The Centre shall be designed and operated to facilitate hosting of district, state, national, and international pickleball tournaments, leagues, exhibitions, training camps, and community engagement programs.
5. The development and operation of the Centre shall comply with all applicable laws, SRFD GDCR, Gaming Zone regulations of Gujarat Government/AMC, prevailing rules & regulations, draft policy for pickleball/box cricket or net covered sports activity building codes, fire and life safety norms, accessibility standards, environmental requirements, and directions issued by competent authorities from time to time.
6. The High Performance Pickleball Centre shall be continuously maintained, upgraded, and modernised in terms of sports infrastructure, technology, facilities, equipment, and user experience to ensure long-term operational excellence and sustained attractiveness as a premier sporting destination

3. TYPE OF CONTRACT / AGREEMENT AND PERIOD

- a) The allotment to the successful bidder shall be on Design, Build, Finance, Operate and Maintain (DBFOM) basis.
- b) The land shall be allotted to the successful bidder on lease basis for a period of 8 years from the date of Leaseagreement renewable/ extendable for 4 years on mutually agreed terms and conditions approved by the approving Authority.
- c) The Project shall be awarded on a lease model, under which the selected bidder shall design, develop, operate, and maintain the High-Performance Pickleball

Centre against payment of a Guaranteed Annual Payment (GAP) and Revenue share to SRFDCL, in accordance with the terms of this RFP and the Lease Agreement.

- d) The successful bidder shall be allowed a moratorium period of 3 months from the date of Letter of Allotment (LOA) during which no Guaranteed Annual Payment (GAP) and revenue share shall be payable by the successful bidder.
- e) The project, including its Purpose, and lease shall be on a non-exclusive basis.

4. THE BIDDERS MUST READ THE COMPLETE RFP DOCUMENT

- a) This RFPL, an integral part of the RFP Document, serves the limited purpose of invitation and does not purport to contain all relevant details for submitting Proposals. ‘RFP Information Summary’ (RIS) gives a salient summary of the relevant information, including the type of agreement and selection method to evaluate this RFP. Any generic reference to RFPL shall also imply a reference to RIS as well. However, Bidders must go through the complete RFP Document for details before submission of their Proposals.
- b) While preparing Proposal, the Bidder should take into consideration the entire RFP Document including all sections forming part of the RFP Document and its annexures.
- c) The bidding will be conducted in Indian Rupees (INR) only.

5. RFP INFORMATION SUMMARY

5.1. Address for All Communications, Meetings and Submissions

- a) Unless otherwise specifically stated, the address for all physical communications, meetings, conference, submissions of bids, and opening of bids pertaining to this RFP shall be the office of SRFDCL (hereinafter referred to as the “Office of SRFDCL” at the following location:

Sabarmati Riverfront Development Corporation Limited

2ndFloor, “Riverfront House”,

Between Gandhi & Nehru Bridge,

Pujya Pramukh Swami Maharaj Marg (Riverfront-West),

Ahmedabad – 380009.

- b) Unless otherwise specifically stated, the address for all email communications pertaining to this RFP shall be “**office@srfdcl.com**”
- c) Unless otherwise specifically stated, the authorised representative for all communications pertaining to this RFP shall be “**The General Manager (P&D)**”

5.2. Key Information

The Key Information inter alia containing details of tender process, submission of bids/ proposal, timelines etc. shall be as mentioned in Key Information Summary described above in this RFP Document.

5.3. Qualification Criteria for Technical Proposal

a. Minimum Technical Capacity Requirement

The Bidder shall have successfully executed and/or operated Similar Projects during the last Five (5) years preceding the Bid Due Date.

For the purpose of this Clause, "Similar Project" means a project involving the development, construction, renovation, upgradation, operation or management of sports infrastructure, sports academies, sports complexes, recreational sports facilities or other comparable sports infrastructure.

1. Successfully completed or operated one (1) Similar Project having a project value of not less than ₹1.20 Crore.
OR
Successfully completed or operated two (2) Similar Projects, each having a project value of not less than ₹0.75 Crore
OR
Successfully completed or operated three (3) Similar Projects, each having a project value of not less than ₹0.60 Crore.
AND
2. For projects under operation or management, the Bidder shall have managed the facility for a continuous period of not less than one (1) year as on the Bid Due Date.

The Bidder shall furnish documentary evidence in support of the experience claimed. Acceptable documentary evidence shall include any of the following:

- Completion Certificate issued by the Client, Owner or Competent Authority; or
- Letter of Award (LOA) or Work Order together with Completion Certificate; or

- Completion Certificate issued by the Engineer-in-Charge or Competent Authority;
- For projects under operation or management: Lease Agreement, Concession Agreement, Management Agreement or Facility Ownership documents; and Documentary evidence demonstrating continuous operation of the facility, such as audited financial statements, GST returns, invoices, membership records, utility bills or any other records acceptable to SRFDCL.
- Where the Bidder claims experience in a project executed as a Joint Venture or Consortium, only the Bidder's proportionate share of experience corresponding to its equity participation or contractual scope of work, supported by documentary evidence, shall be considered.
- For Consortium Bids, the Technical Capacity requirements under this Clause may be satisfied collectively by the Consortium Members, provided that:
 - (a) the Lead Member shall individually satisfy not less than fifty-one percent (51%) of the minimum Technical Capacity requirement prescribed above;
 - (b) experience claimed shall be supported by documentary evidence establishing the respective role and participation of the Consortium Member; and
 - (c) experience of parent companies, subsidiaries, affiliates, associates or subcontractors shall not be considered unless such entity is itself a Consortium Member.
- SRFDCL reserves the right to verify the authenticity of any experience claimed by the Bidder. Any false declaration, material misrepresentation or submission of forged or misleading documents shall render the Bid liable for rejection, forfeiture of the Earnest Money Deposit (EMD)/Bid Security and such other action as may be permissible under the RFP and applicable law.

b. Financial Capacity

The Applicant shall have an Average Annual Turnover of not less than Rs. 60 Lakhs during the last three (3) completed financial years from sports-related activities

Supporting Documents:

The Applicant shall submit:

- Audited Financial Statements for the last three (3) completed financial years; and
- Certificate from a Chartered Accountant certifying the Average Annual Turnover derived from the above-mentioned sports-related activities.

SRFDCL reserves the right to seek additional supporting documents including GST Returns, Income Tax Returns, invoices, agreements, customer contracts, management accounts or any other documentary evidence for verification of the turnover claimed by the Applicant.

In case the Applicant is a Consortium, the turnover requirement may be fulfilled by the consortium as a whole.

2. Bidder has to provide details of their last 3 year (immediately before this RFP due date) Networths which must be positive.

5.4 Selection Methodology

SRFDCL shall adopt a Three-Stage Selection Process:

Stage	Description
Stage 1	Qualification Evaluation
Stage 2	Presentation by Qualified Applicants
Stage 3	Financial Evaluation

5.4.1. Qualification Evaluation

Applicants shall be evaluated for compliance with the eligibility, technical capacity, sports operations capability and financial capacity requirements specified in this RFP.

The Qualification Evaluation shall be conducted on a Pass/Fail basis. Applicants meeting all the prescribed qualification criteria shall be considered as Qualified Applicants and shall be eligible to participate in the Presentation Stage.

5.4.2 Presentation by Qualified Applicants

Applicants who successfully qualify under the Qualification Evaluation shall be invited to make a presentation before SRFDCL prior to opening of the Financial Proposals.

The presentation shall, at a minimum, cover the following:

- Overall concept and vision for development and operation of the facility as a premier high performance Pickleball centre;
- Proposed site layout, court configuration and utilization of the project area;
- Player amenities, spectator facilities, parking and supporting infrastructure;
- Coaching, academy, athlete development and tournament hosting strategy;
- Operations and maintenance plan, including staffing and ticketing systems;
- Business plan, Proposed Investment plan, revenue generation strategy and long-term sustainability of the facility; and
- Innovation, branding and community engagement initiatives.

The Presentation Stage shall be conducted on a Pass/Fail basis.

Only Applicants who, in the opinion of SRFDCL, demonstrate a satisfactory and implementable concept, operational approach and business plan consistent with the objectives of the Project shall be declared as Presentation Qualified Applicants and shall be eligible for opening of the Financial Proposals.

The decision of SRFDCL in this regard shall be final and binding.

5.4.3. Financial Proposal

Financial Bid Parameter

The Financial Proposal shall comprise the bidder's offer towards:

“Guaranteed Annual Payment (GAP) payable to SRFDCL” (Base Price for GAP shall be Rs.7,00,000/- plus applicable taxes per annum.

After fixing the final Base price, Annual Lease Rent with escalation @ 10% every 3 (Three) years cumulatively.

Over and above, The Revenue Share percentages prescribed by SRFDCL shall remain fixed and non-negotiable.

5.4.4 Revenue Share Mechanism

The Selected Bidder/Concessionaire shall share revenue with SRFDCL as follows:

Period	Revenue Share Payable to SRFDCL
Moratorium Period (3 months from LOA)	Nil
Year 1	Nil
Year 2	10% of Gross Revenue
Year 3	11% of Gross Revenue
Year 4	12% of Gross Revenue
Year 5	13% of Gross Revenue
Year 6	14% of Gross Revenue
Year 7	15% of Gross Revenue
Year 8	16% of Gross Revenue
Year 9–12 (Extended Period)	25% of Gross Revenue

5.4.5. Financial Evaluation Methodology

a) Financial Evaluation

Among the Qualified Applicants, the bidder quoting the highest Guaranteed Annual Payment (GAP) payable to SRFDCL shall be ranked as H1.

The Financial Proposal shall be evaluated solely on the basis of the GAP quoted by the Qualified Applicants.

b) Selection of Successful Bidder

The Qualified Applicant quoting the highest GAP shall be declared the H1 Bidder and shall be considered for award of the Project, subject to approval of the competent authority and fulfillment of all requirements of the RFP.

c) Tie-Breaker

In the event that two or more Qualified Applicants quote the same highest GAP, SRFDCL may, at its sole discretion, invite such bidders to submit a revised financial offer or adopt any other transparent method as deemed appropriate for determination of the Selected Bidder.

d) Award of Project

The Project shall be awarded to the Qualified Applicant ranked H1 based on the highest GAP quoted, subject to compliance with all provisions of the RFP and execution of the Lease Agreement.

The Revenue Share mechanism prescribed under this RFP shall remain applicable throughout the lease period and shall be binding upon the Selected Bidder.

The above Financial Proposal is to be submitted by the bidder considering the following fixed components:

- (i). **Minimum Project Investment:** The successful bidder, before the commercial operations, shall be liable to make project investment for the development of High Performance Pickleball centre as per the RFP terms at the Sabarmati Riverfront of the Rs. 1.50 crores. The bidders should submit their proposed project investment ("**Proposed Project Investment**") in their technical proposal. For the sake of clarity, this amount shall be exclusive of all the costs to be incurred after the Commercial Operation Date.
- (ii). "**Commercial Operation Date**" shall mean the date when the Project with desired standards or any part of it is commercially operational and starts earning revenue i.e. the Lease period shall start from the date of start of operations or completion of moratorium period whichever is earlier which shall be also known as Commencement date. The

successful bidder / lessee shall have to submit a letter about the Commercial Operation Date within 7 (seven) days from the date of commencement of commercial operations.

- (iii). **Moratorium Period:** The successful bidder / Lessee shall be given Moratorium Period of 3 months from the date of Letter of Allotment (LOA) (the “Moratorium Period”) during which the lessee shall not be liable to pay the Guaranteed Annual Payment (GAP)/revenue share. In the event that start of operations is delayed beyond the Moratorium Period, for any reason (unless otherwise permitted by SRFDCL), such event shall be considered as an Event of Default, and in this regard the penalty and related decisions of SRFDCL shall be final and binding upon the lessee. A Moratorium Period of 3 (Three) months from the date of issuance of LOA shall be provided to the Selected Bidder for: Site development, Construction & commissioning, Infrastructure setup, Operational mobilization, Establishment of coaching and allied facilities.
- (iv). **Cost of Dismantling of Development at the end of Lease Period:** Considering the model adopted for this RFP, no payment shall be charged for permitting development/ Built-up Area used by the successful bidder / lessee for the Project. However, the successful bidder / lessee shall have to obtain and comply with all necessary approvals, permissions and compliances related to the development/ Built-up Area of the Project over the land as per applicable laws during the entire lease period. The development/ Built-up Area made over the land shall be used only for the Purpose of the Project. Unless otherwise specified by SRFDCL/Authority, upon expiration of the Lease or early termination or by efflux of time, the lessee shall have to fully dismantle the developments/ structures made over the land at its own cost and expenses, vacate the entire premise and peacefully handover back the vacant land to the SRFDCL/Authority.
- (v). **Taxes:** Any taxes, including GST, applicable on any amount payable by the bidder and/or successful bidder shall be additional over and above the fixed and variable components. The lessee is also bound to pay any taxes levied by any government body/ authority. SRFDCL shall not accept any deductions/reduction on these payments on account of any statutory levies or for any other reason. The Property Tax shall be borne by SRFDCL every year.

NOTE: SRFDCL retains the right to cancel the bidding process at any stage without assigning any reason whatsoever.

5.5 Test of Responsiveness

- a. Prior to evaluation of Bids/ Proposals, SRFDCL shall determine whether each Bid/ Proposal is responsive to the requirements of this RFP. A Bid/ Proposal shall be considered responsive if:
- b. it is received as per the format (Letter Comprising the Bid) at Annexure-1;
- c. it is received by the Bid Due Date including any extension thereof;
- d. it is signed, sealed, bound together in hard cover and marked as stipulated in the RFP;
- e. it is accompanied by the EMD / Bid Security as specified in RFP;
- f. it is accompanied by the Power(s) of Attorney as specified in Annexure-7 and Annexure-9, as the case may be;
- g. it is accompanied with all the documents as per the formats annexed at Annexures – 1, 2, 3, 4, 5, 6, 7, 8, 9 10, 11 and 12.
- h. it contains all the information (complete in all respects) as requested in this RFP and/or RFP Documents (in formats same as those specified);
- i. it does not contain any condition or qualification; and
- j. it is accompanied by the RFP Document Fees as specified in Key Information of RFP.
- k. it is not non-responsive in terms hereof.

5.6 Performance Security

1. Performance Security of the value of **Rs. 10,00,000/-** in the form of DD/ Bank Guarantee in favor of Sabarmati Riverfront Development Corporation Limited and payable at Ahmedabad from Nationalized/Scheduled Bank to be paid on or before signing of Agreement.
2. The Successful Bidder shall submit the Performance Security to SRFDCL within fifteen (15) days from the date of issuance of the Letter of Allotment (LOA). No Lease Agreement shall be executed unless the prescribed Performance Security has been furnished in accordance with the provisions of this RFP. Where the Successful Bidder fails to furnish the Performance Security within the stipulated period, SRFDCL may, without prejudice to any other rights available under the RFP or applicable law, cancel the Letter of Allotment, forfeit the Earnest Money

Deposit (EMD)/Bid Security and proceed with the award of the Project to the next eligible bidder or initiate a fresh bidding process.

3. In case of Bank Guarantee, the Performance Security is valid for a period of 12 months from the Agreement Date. A revised Performance Security shall be submitted in 30 days before expiry of previous Performance Security, either in the form of new Bank Guarantee or difference amount of DD. Such revised Bank Guarantee should be valid for 12 months and so on. The guarantee for the last year lease will cover an additional period of 3 months after the completion of lease period.
4. Late payment of Performance Security would attract a late fee of Rs. 1000/- per day.
5. Performance Security format is set forth in Annexure-5 of this RFP.
6. In absence of renewal of Performance Security within the stipulated time, it shall be constituted as Material Breach of Contract and lessee's Event of Default and shall entitle SRFDCL to terminate the Lease Agreement.
7. The Bank Guarantee as Performance Security shall be encashable in any branch of that Bank at Ahmedabad.
8. Subject to the Lessee having duly performed and complied with all the terms and conditions of the Lease Agreement, the Performance Security shall be released or the Bank Guarantee returned by SRFDCL within ninety (90) days from the date of expiry the Lease Agreement, after adjustment or recovery of any outstanding dues, damages, penalties, interest, compensation or any other amounts payable by the Lessee to SRFDCL under the Lease Agreement.
9. Where the Performance Security has been invoked wholly or partly during the Lease Period, the Lessee shall replenish the invoked amount within fifteen (15) days from receipt of written notice from SRFDCL, failing which the same shall constitute a Material Breach of Contract and an Event of Default.

Section-II: Instruction To Bidders (ITB)

1. THE SRFD PROJECT

The city of Ahmedabad was founded in the year 1411 along the banks of River Sabarmati, and since then Sabarmati River has been an integral part in the life of Ahmedabad. Besides being an important source of water, it provided a backdrop to cultural and recreational activities. However, with time, untreated sewage flowed into the River and the River banks were used by informal squatter settlements. It also witnessed various informal economic activities, which took their toll on the River.

With the objective of transforming the Riverfront into a major urban asset for the city of Ahmedabad, the Sabarmati Riverfront Development Project (SRFD Project) was conceptualised and developed. The Sabarmati Riverfront Development Project is a unique attempt to bring urban transformation and rejuvenation to the city of Ahmedabad. From work and residence, to leisure and entertainment, these developments will bring new life to the centre of the city.

The Sabarmati River is now clean and serene and has created a complete ecosystem that exudes happiness and joy. One of the key features developed in the project, is a two-level, continuous promenade at the water's edge along each bank of the River. The 11.5 km long promenades built, serves pedestrians and cyclists and provides access to the water and also hosts a variety of public features at the city level. SRFD Project area has a huge green cover having around 5 lakh trees along with a biodiversity park. Miyawaki plantation methodology has been used to increase the green cover substantially. The development in the project provides an excellent road network to the city by reducing the traffic problems. The SRFD Project roads run parallel to the River on both the banks and provide continuous access to the Riverfront development. Access roads at key locations connect the SRFD Project roads to the rest of the city. The Riverfront is adorned with picturesque parks, gardens, riverside walkways, biodiversity park, state of the art sports parks and pedestrian walkways which creates a magical living environment that exudes happiness and joy.

Presently, the required infrastructure has been developed in the SRFD Project and the project area is ready for the commercial development.

2. THE RFP DOCUMENT

2.1. This ‘RFP Document’ details out the terms and conditions subject to which the proposals are invited from the prospective bidders for the Purpose set out in the Request for Proposal Letter.

2.2. The RFP Document contains the following sections:

- a)** Section-I: Request for Proposal Letter
- b)** Section-II: Instructions to Bidders
- c)** Section-III: General Conditions
- d)** Section-IV: Special Conditions
- e)** Section-V: Annexures & Formats

3. AUTHORITY AND SRFDCL:- RIGHTS AND DISCLAIMERS

3.1. Authority and SRFDCL

The Ahmedabad Municipal Corporation (hereinafter referred to as the “**Authority**” or “**AMC**”), through its Special Purpose Vehicle (“**SPV**”), namely, Sabarmati Riverfront Development Corporation Limited (“**SRFDCL**”) has invited the proposal from the bidders. Proposals are to be addressed to SRFDCL.

3.2. Right to Reject any or all the Proposals

The SRFDCL reserves its unconditional right to accept or reject any or all Proposals, abandon/ cancel the bidding process, and issue another RFP for the same or similar Purpose before the award of the Letter of Allotment (“**LOA**”). It would have no liability to the affected bidder(s) or any obligation to inform them of the grounds for such action(s).

3.3. Disclaimers

- a)** The RFP Document is neither an agreement nor an offer to the prospective bidder(s) or any other party. The purpose of the RFP Document is to provide the bidder(s) with information to assist them in participation in this bidding process.

- b)** The RFP Document, ensuing communications, and agreements shall determine the legal and commercial relationship between the bidder(s) and SRFDCL. No other Government or SRFDCL's document/ guidelines/ manuals/ policies, notwithstanding any mention thereof in the RFP Document, shall have any locus-standi in such a relationship. Therefore, such documents/ guidelines/ manuals shall not be admissible in legal or dispute resolution or grievance redressal proceedings.
- c)** Information contained in the RFP Document or subsequently provided to the bidder(s) is on the terms and conditions set out in the RFP Document or subject to which that was provided. Similar terms apply to information provided verbally, in the documentary, or any other form, directly or indirectly, by SRFDCL, its employees, or associated agencies.
- d)** The RFP Document does not purport to contain all the information bidder(s) may require. It may not address the needs of all bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the RFP Document to the bidder(s) is on various matters, some of which may depend upon interpreting the law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The SRFDCL, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- e)** The SRFDCL, its employees and other associated agencies/ advisors make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability of any assessment, assumption, statement, or information in the RFP Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense arising from/ incurred/ suffered, howsoever caused, to any person, including any bidder, on such account.
- f)** The SRFDCL reserves the right to modify or amend or add to any or all of the provisions of this RFP or annul the present process. Neither SRFDCL nor their employees / consultants will have any liability in case addition, modification, amendment, alteration, cancellation and /or of non-receipt or

delayed receipt of any correspondence from them to the bidders due to the postal delays or otherwise.

- g)** The SRFDCL reserves the right to reject any or all of the bids submitted in response to this RFP at any stage without assigning any reasons thereof and without any liability to SRFDCL in any manner. The SRFDCL also reserves the right to hold or withdraw or cancel the process at any stage under intimation to the bidders, who submit the Bid/ Proposal, without assigning any reasons thereof.
- h)** The Bidder shall bear all costs associated with or relating to the preparation and submission of the Bid/ Proposal including but not limited to preparation, copying, postage, delivery fees, expenses or any other costs incurred in connection with or relating to its Bid/ Proposal. All such costs and expenses will remain the exclusive liability of the Bidder and the SRFDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid/ Proposal, regardless of the conduct or outcome of the bidding process.

4. GOVERNING LANGUAGE AND LAW

- 4.1.** The bid submitted by the bidder and all subsequent correspondence and documents relating to the RFP exchanged between the bidder and SRFDCL should be written in the English language. However, the language of any printed literature furnished by a bidder in connection with its bid may be written in any other language provided a certified translation accompanies the same in English. For interpretation of the RFP, translation in the English language shall prevail.
- 4.2.** The RFP process shall be subject to the laws of the Union of India and the exclusive jurisdiction of courts at Ahmedabad.

5. ACRONYMS

The acronyms used in the RFP Document shall have the definition as given above in beginning of the RFP Document.

6. CORRIGENDA / ADDENDA TO RFP DOCUMENT

- 6.1.** Before bid due date for submitting RFPs, the SRFDCL may update, amend, modify, or supplement the information, assessment or assumptions contained in the RFP document by issuing corrigenda and addenda. The bidders must check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the RFP document and shall be binding to the bidders. The SRFDCL will assume no responsibility for non-receipt of the corrigenda or addenda by any bidder.
- 6.2.** If considered necessary, the SRFDCL may suitably extend the bid due date to give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids. After SRFDCL makes such modifications, any bidder who has submitted his bid shall have the opportunity to either withdraw his bid or resubmit his bid superseding the original bid within the extended time of submission.
- 6.3.** The SRFDCL may extend the deadline for the bid submission by issuing an amendment. In such a case, all rights and obligations of the SRFDCL and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.

7. PARTICIPATION IN RFP – ELIGIBILITY CRITERIA

7.1. Eligibility Criteria

Eligible Applicants

The Applicant may be:

- Company incorporated under Companies Act, 2013; or
- LLP; or
- Registered Partnership Firm; or
- Society / Trust / Section 8 Company; or
- Consortium of maximum 3 members.

7.2. Joint Venture/ Consortium (JV/C)

- a) In the case where a bidder is or proposes to be a Joint Venture/ Consortium (that is, an association of firms, or companies – hereinafter referred to as JV/C), then:
 - (i). members should not be more than three (03);
 - (ii). no member should have less than 10% participation;
 - (iii). the lead member must have at least 51% participation, and must be designated as the ‘Lead Member’.
- b) The JV/C and all members must satisfy the eligibility requirements in this RFP Document.
- c) The technical/ experience qualification of all JV/Cmembers shall be evaluated jointly as per evaluation criteria. The experience of each Consortium Member shall be considered only to the extent of its actual participation in the execution, development, construction, operation or management of the project claimed.
- d) All the members shall be jointly and severally liable for the entire agreement/s/ Purpose if selected in the RFP Process.

7.3. Visit to the Location

The bidders prior to submitting their bid, are expected to visit and examine the site conditions and other utilities for undertaking the proposed RFP works, applicable law and regulations, location surroundings and any other matter which is relevant at its own expenses and ascertain on their own responsibility information, technical data, market study, etc. including actual condition of existing services which may or may not have to be shifted/removed/replaced etc.

7.4. Conflict of Interest

- a) Any bidder with a conflict of interest that substantially affects fair competition shall not be eligible to participate in this bidding process. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest through a self-declaration. A bidder in this bidding process shall be considered to have a conflict of interest if the bidder:

- (i). has the same correspondence address or same legal representative/ agent as another bidder for purposes of this RFP; or
- (ii). has a close business or family relationship with a staff of the Authority or SRFDCL who:
 - i. are directly or indirectly involved in the preparation of the RFP Document, and/ or the evaluation in RFP process; or
 - ii. would be involved in the implementation or supervision of the resulting agreement/s.

Any conflict stemming from such a relationship must be reported and resolved in a manner acceptable to the SRFDCL throughout the RFP process.

- b) Any entity may participate only in one bid. Bids submitted in violation of this procedure will be rejected.

8. DOWNLOADING THE RFP DOCUMENT, CLARIFICATIONS AND PRE-BID MEETING

8.1. Availability of the RFP Document

The RFP Document, including any subsequent information regarding the RFP or Corrigenda / Addenda to RFP Document, shall be published on any one or more of the below stated web portals for viewing / download after the date and time of the start of availability till the deadline for availability as mentioned in RIS. Unless otherwise stipulated in RIS, the downloaded RFP Document is free of cost. If the office of SRFDCL happens to be closed on the deadline for the availability of the RFP Document, the deadline shall not be extended. The Web Portals shall be:

- a) www.sabarmatiriverfront.com
- b) www.nprocure.com
- c) www.ahmedabadcity.gov.in

8.2. Clarifications

A bidder may seek clarification of the RFP Document through the email or the last date of receipt of queries. The file for query sent by the bidder shall be in English language only and in MS Word format only (Microsoft Word). This deadline shall not be extended in case of any intervening holidays. No other means of submission of queries shall be entertained. All such queries shall relate to the RFP Document alone, and queries related to a detailed analysis of terms and conditions, payment terms and mode of selection shall only be entertained during the RFP Process. The SRFDCL shall respond to the queries by uploading on the web portals as given above. The query and clarification shall be shared with all prospective bidders on the portal without disclosing its source. If required, the SRFDCL may modify the RFP Document that may become necessary due to the clarification or otherwise through an Addendum/Corrigendum issued. Any Addendum issued shall form part of RFP Documents.

8.3. Pre-Bid Meeting

- a) If a Pre-Bid Meeting is stipulated, prospective bidders interested in participating in this RFP may attend a Pre-Bid Meeting to clarify the conditions of the RFP process at the venue, date and time specified therein. Participation in the Pre-Bid Meeting is not mandatory but is restricted to prospective bidders who have registered for the Pre-Bid Meeting.
- b) The date and time by which the written queries for the Pre-RFP must reach the SRFDCL and the last date for registration for participation in the Pre-Bid Meetings shall be as mentioned in the RFP Information Summary.
- c) Delegates participating in the Pre-Bid Meeting must provide a photo identity and an authorisation letter from their organisation; else, they shall not be allowed to participate. The Pre-Bid Meeting may also be held online at the discretion of the SRFDCL.
- d) After the Pre-Bid Meeting, minutes of the Pre-Bid Meeting (including the questions asked in writing and those asked during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting, shall be published on the SRFDCL's Portal, a clarification letter and Addendum (if required) to the RFP Document

shall be issued, containing amendments, if any, of various provisions of the RFP document.

9. PREPARATION OF BIDS / PROPOSAL

9.1. Bid/ Proposal Submission Formats

Bidders must fill and submit the bids/ proposals in the formats provided in the RFP Document apart from the other information sought by the SRFDCL and/or deemed necessary by the bidder for submission. Bids / Proposal by the bidder shall include inter-alia duly signed copies of the original RFP documents with Addendum (if any).

9.2. Bid Validity

- a) Unless specified to the contrary, a bid shall remain valid for a period not less than 180 (one hundred and eighty) days from the last date/ deadline for the bid submission date. Any bid valid for a shorter period shall be rejected as nonresponsive.
- b) In case the day upto which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the SRFDCL, the bid validity shall automatically be deemed to be extended upto the next working day.
- c) In exceptional circumstances, before the expiry of the original time limit, the SRFDCL may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the SRFDCL's request for extension of bid validity, however, in no case he shall be permitted to modify his bid.

9.3. Earnest Money Deposit (EMD) / Bid Security

- a) The bidder must submit a non-interest bearing deposit in the form EMD / Bid Security along with their bids in the form, manner and amount stated in this RFP Document. Any bid submitted without EMD / Bid Security shall be rejected as nonresponsive.

- b)** The amount of EMD / Bid Security of the successful bidder may be adjusted in the any future payments to be paid by the bidder as stipulated in the RFP Document.
- c)** The EMD / Bid Security shall be returned to the bidder or may be collected by the bidder whose bid has not been accepted by the SRFDCL no later than 45 (Forty-Five) days from date of Letter of Allotment to successful bidder. However, the EMD / Bid Security of the second highest bidder would be retained upto 3 (three) months from the date of LOA to the successful bidder.
- d)** EMD / Bid Security may stand forfeited in the following situations:

 - (i). In case of revision and/or modification of terms of bid by the bidder or withdrawal of bid during the bid validity period.
 - (ii). In case of bidder demands transfer of contract before acceptance of offer or after acceptance of offer.
 - (iii). For the successful bidder, if the Performance Security is not deposited within the stipulated time period as per RFP.
 - (iv). If the agreement is not executed within the time period specified in the Letter of Allotment/RFP.
 - (v). If the successful bidder wants to withdraw before signing of Agreement.
 - (vi). In the event, bidder, after the issue of communication of Letter of Allotment by the SRFDCL, fails/refuses to start/execute the work as herein stated, the bidder shall be deemed to have abandoned the work/contract/proposal and such an act shall amount to and be construed as the bidder's calculated and wilful breach of proposal/contract, the cost and consequences of which shall be to the sole account of the bidder and in such an event the SRFDCL shall have full right to claim damages thereof in addition to the forfeiture of the EMD / Bid Security deposited in terms of RFP Document.

- (vii). In the event where the facts and claims made by the bidder for qualifications are wilfully false and documents and supporting for qualifications are fraudulent and false.

10. SUBMISSION OF BIDS / PROPOSALS

10.1. Mode of Submission

- a) The Qualification Bid and Technical Proposal shall be submitted in sealed covers in physical mode at SRFDCL Office.
- b) The Financial Proposal shall be submitted through online mode only on web portal at **www.nprocure.com**. Any financial bid/ proposal submitted through physical mode or as part of the Technical Bid / Proposal shall be rejected as nonresponsive.

10.2. Submission of Financial Bid / Proposal: Online through N-Procure Web Portal

- (i). Bidders who wish to participate in the RFP will have to register on www.nprocure.com. Further, bidders who wish to participate in online bidding process will have to procure Digital Certificate as per Information Technology Act, 2000 using which they can sign their electronic bids. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate. In case bidders need any clarification or training for participating in online bidding process and assistance in procuring the Digital Certificate, they can contact the (n) code solution – A division of GNFC Ltd. at the below stated address:

CEO,
Manager (Marketing),
(n) Code solution – A division of GNFC Ltd.
403, GNFC Info Tower, S.G. Road, Bodakdev,
Ahmedabad: 380054 (Gujarat) .
Phone No.+9179-40007501/12/16/17/25,
+917930181689/7926857316/18
Fax: +9179- 40007533/26857321

- (ii). The SRFDCL is neither a party nor a principal in the relationship between the bidder and the organisation hosting the online bid submission portal (hereinafter called the Portal). Bidders must comply with the rules, regulations, procedures, and implied conditions/ agreements of the Portal,

including registration, compatible Digital Signature Certificate (DSC) etc. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the RFP Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

- (iii). The date and time of the Portal server clock shall be the reference time for deciding the closing time of the Bid / Proposal submission. Bidders are advised to ensure they submit their Bid / Proposal within the deadline of submission, taking the server clock as a reference, failing which the portal shall not accept the Proposal. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their Proposal because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The SRFDCL shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the online bid submission process.

10.3. Signing of the Proposals

The individual signing/ digitally signing the Proposal or any other connected documents should submit an authenticated copy of the document(s) in the form of Board Resolution / Partners Resolution or Power of Attorney, which authorizes the signatory to commit and submit Proposals on behalf of the bidder.

10.4. Qualification Bid and Technical Proposal

Bidders are required to submit the Bid/ Proposal in the following envelopes:

a) Envelope-1: The envelop must be sealed and shall include:

- (i). Valid Demand Draft (DD) for RFP Document fee in favour of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad from Nationalized Bank/Scheduled Bank.
- (ii). Valid Demand Draft (DD) for EMD/Bid Security in favour of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad from Nationalized Bank/Scheduled Bank.

- (iii). A copy of RFP Document (including addendum) duly signed on all pages.
 - (iv). This envelope shall be superscribed “**Envelope 1: Document Fee and EMD / Bid Security**”.
- b) Envelope-2:** The envelope must be sealed and shall include:
- (i). Bidder information
 - (ii). Qualification information and supporting documents as per criteria mentioned in this RFP.
 - (iii). Detailed technical proposal/ submissions of the bidder
 - (iv). This envelope shall be superscribed “**Envelope 2: Qualification Bid and Technical Proposal**”.
- c) Envelope-3 (Outer Envelope):** The envelope must be sealed and shall include:
- (i). Envelope 1: Document Fee and EMD / Bid Security
 - (ii). Envelope 2: Qualification Bid and Technical Proposal
 - (iii). This envelope shall be superscribed with the title of the RFP (as stated on the cover page of the RFP) and the RFP reference number.

10.5. Implied Acceptance of Procedures by Bidders

Submission of Bid / Proposal in response to the RFP Document is deemed to be acceptance of the procedures and conditions of online bidding and the RFP Document.

10.6. Modification and Withdrawal of Bid / Proposal

- a) Once submitted in the Portal, the bidder cannot view or modify his Proposal.
- b) The bidder may withdraw his Proposal before the bid submission deadline, and it shall be marked as withdrawn and shall not get opened during the Bid / Proposal opening.
- c) No Proposal should be withdrawn after the bid submission deadline and before the bid validity period expires. If a bidder withdraws the Bid / Proposal during this period, the SRFDCL shall be within its right to forfeit the EMD / Bid Security in addition to other punitive actions provided in the RFP Document.

11. EVALUATION OF PROPOSAL AND AWARD OF ALLOTMENT

11.1. Bid Evaluation Method and Selection

Unless specified otherwise in the RFP Letter, the bid evaluation shall be carried out for each envelope in the following chronological order:

- a) Firstly, Envelope-1 shall be opened to check for the RFP Document fee and EMD / Bid Security. The Envelope-2 of only those bidders shall be opened who have provided the RFP Document fee and EMD / Bid Security as specified in the Bid Summary, and who has submitted the copy of RFP Document (including addendum) duly signed on all the pages as per the requirement. The submissions of bidders not fulfilling these criteria would be disqualified.
- b) The Envelope-2 of only such bidders shall be opened who has met the requirement of Envelope-1. In order to qualify for next stage of Financial Proposal opening, bidders are required to successfully meet the Qualification and Technical Criteria as set out in the RFP.
- c) Financial Proposal shall be opened of only those bidders whom the SRFDCL may consider as meeting the Qualification Criteria & Technical Proposal and pass in presentation. The bidder who has quoted highest bid (as explained in Section-I) shall be selected and be issued the Letter of Allotment.

11.2. Clarification of Proposal, Verification and Shortfall Documents

- a) The SRFDCL reserves its right to call for verification, at any stage of evaluation, especially from the successful bidder before the issue of a Letter of Allotment (LOA), originals of submitted documents. If a bidder fails at that stage to provide such originals or, in case of substantive discrepancies in such documents, it shall be construed as a breach of the Code of Integrity. Such RFP proposals shall be liable to be rejected as nonresponsive and other punitive actions for such a breach including forfeiture of EMD / Bid Security.
- b) During the evaluation of bids or proposals, the SRFDCL may, at its discretion, but without any obligation to do so, ask the bidder to clarify its Proposal by a specified date. The bidder should answer the clarification within that specified date (or, if not specified, 7 days from receiving such a request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the Proposal shall be sought, offered, or permitted that may grant any undue advantage to such bidder. Any clarification submitted by a bidder regarding its Proposal that is not in response to a request by the SRFDCL may not be considered.
- c) The SRFDCL reserves its right to, but without any obligation to do so, seek any shortfall information/ documents.
- d) If the bidder fails to provide satisfactory clarification and/or missing information, its Bid/ Proposal shall be evaluated based on available information and documents.

11.3. Evaluation of Proposal

- a) A substantively responsive Proposal is complete and conforms to the RFP Document's essential terms, conditions, and requirements without substantive deviation, reservation, or omission. Proposals with substantive deviations or other essential aspects of the RFP shall be rejected as nonresponsive. Only substantively responsive Proposals shall be considered for further evaluation. The SRFDCL reserves its right to consider and allow minor corrections (in case of typographical or arithmetic inadvertent errors) in technical conditions. Unless otherwise stipulated, the following are some

of the crucial aspects for which a Proposal shall be rejected as nonresponsive:

- (i). The Proposal is not in the prescribed format or is not submitted as per the stipulations in the RFP Document.
- (ii). Failure to provide and/ or comply with the required information, instructions etc., incorporated in the RFP Document or evasive information/ reply against any such stipulations.
- (iii). Required RFP Document Fee and EMD / Bid Security has not been provided.
- (iv). The Proposal offered are not eligible as per the provision of this RFP.
- (v). The bidder has quoted conditional Proposals or more than one Proposal or alternative Proposals unless permitted explicitly in the RFP Letter.
- (vi). The Bid / Proposal validity is shorter than the required period.
- (vii). The Proposal departs from the essential requirements stipulated in the bidding document;
- (viii). Non-submission or submission of illegible copies of stipulated documents/declarations.
- (ix). Furnishing wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejecting the Proposal as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the RFP Document for violating the Code of Integrity.

11.4. Award

a) Letter of Allotment (LOA)

- (i). After the conclusion of opening of Financial Bid, the bidder whose Proposal has been accepted shall be notified of the award by the SRFDCL before the expiration of the bid validity period by written or electronic means.
- (ii). The Letter of Allotment (LOA) shall constitute the legal formation of the contract for the successful bidder and it shall be required to adhere to the timelines and fulfil the conditions prescribed for the compliances.
- (iii). Both the parties agree to enter into a detailed agreement(s) in due course which shall consist of the RFP terms and conditions and additions, if any. SRFDCL reserves the right to incorporate such terms and conditions in the agreement in addition to those in the RFP, which are deemed to be necessary by it.
- (iv). The successful bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the successful bidder is not received by the stipulated date, SRFDCL may, unless it consents to extension of time for submission thereof, appropriate the EMD / Bid Security of such bidder as mutually agreed genuine pre-estimated loss and damage suffered by SRFDCL on account of failure of the successful bidder to acknowledge the LOA, and the next eligible bidder may be considered.

b) Performance Security

- (i). Within the number of days stipulated in RFP of receipt of the Letter of Allotment (LOA), performance security as per details in RFP Letter shall be submitted by the bidder to the SRFDCL.
- (ii). If the bidder, having been called upon by the SRFDCL to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the SRFDCL at its discretion to annul the award and forfeit Bid Security / EMD, besides taking any other administrative punitive action.

12. CODE OF INTEGRITY

SRFDCL, Authority and bidders should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the RFP Process or the execution of resultant agreements.

Section-III: General Conditions (GC)

1.0 TENETS OF INTERPRETATION

- 1.1. The heading of these conditions shall not affect the interpretation or construction thereof.
- 1.2. Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- 1.3. Words in the singular include the plural and vice-versa.
- 1.4. Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 1.5. Any generic reference to GC shall also imply a reference to SC as well.
- 1.6. In case of conflict, provisions of SC shall prevail over those in GC.
- 1.7. Any reference to 'Agreement' shall be deemed to include all other documents (inter-alia GC, SC).
- 1.8. Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time.
- 1.9. The term Successful Bidder (unless otherwise context requires) shall also include the lessee to whom the Footprint/ land parcel is allotted by SRFDCL/ AMC for the purpose to fulfil the obligations and accept the liability mentioned herein.

2.0 DOCUMENT CONVENTIONS

All words and phrases defined in GC are written as capitalised word and shall have the defined meaning.

3.0 DEFINITIONS

In the agreement or deed, unless the context otherwise requires:

- 3.1. **“Agreement”** (including the terms ‘Lease Agreement’ (letter or memorandum communicating to the bidder the acceptance of his bid) or ‘Agreement’ accepted/ acted upon by the bidder and/or lessee and/or applicant in specific contexts), means a formal legal agreement in writing relating to the subject matter, entered into between the AMC / SRFDCL and the lessee on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the applicable laws.
- 3.2. **“Lessee”** (including the terms “Lessee” or “Applicant”) means a company/ limited liability partnership/ joint venture/ public institution/ public sector units/ individual etc. to whom land is allotted or proposed to be allotted under sale, lease or leave and license transaction including the entity with whom AMC / SRFDCL enters into an Agreement.
- 3.3. **“Bid”** (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in specific contexts) means an offer to land on Leasebasis development works as per the terms and conditions set out in a document inviting such offers/RFP.
- 3.4. **“Bidder”** (including the term 'Successful Bidder' in specific contexts) means a company/ limited liability partnership/ joint venture/ public institution/ public sector units/ individual etc. including any member of a consortium or joint venture (that is an association of persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a tender process.
- 3.5. **“Day”, “Month”, “Year”** shall mean calendar day/ month or year (unless reference to financial year is clear from the context).
- 3.6. **“General Conditions”** means the General Conditions of Contract, also referred to as GC or GCC.
- 3.7. **“Government”** means the Central Government or a State Government as the case may be and includes any applicable local government, legislative body, regulatory, administrative or statutory authority, agency or commission or department or public or judicial body or authority;
- 3.8. **“Intellectual Property Rights”** (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).

- 3.9. “**Joint Venture**” means a Joint Venture or a Consortium (that is an association of persons, or firms or companies - also referred to as JV) as per the terms of RFP.
- 3.10. “**LOA**” means the Letter of Allotment issued to the Successful Bidder/ lessee.
- 3.11. “**Signed**” means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time).
- 3.12. “**Special Conditions**” means Special Conditions of Contract, which override the General Conditions, also referred to as SCC or SC.
- 3.13. “**Successful Bidder**” means the Bidder to whom the LOA is issued by SRFDCL.
- 3.14. “**Tender**” or “**Request for Proposal**” or “**RFP**” means the process of publishing of the tender document for development of project and award of the LOA.

4.0 SCOPE OF WORK

1. Development of Project

The Lessee shall, at its own cost and responsibility, undertake the design, development, financing, construction, operation, management and maintenance of a High Performance Pickleball Centre on the leased premises at Sabarmati Riverfront during the Lease Period.

The scope of work shall include, but not be limited to, the following:

- 4.1. Design, construct, equip, test and commission a High Performance Pickleball Centre comprising, at a minimum:
- a. Eight (8) national/international standard pickleball courts;
 - b. Court surfacing, markings, nets, posts and fencing;
 - c. Tournament-grade sports lighting for all courts;
 - d. Reception and administration facilities;*
 - e. Changing rooms, washrooms and locker facilities;*
 - f. First-aid and medical facilities;
 - g. Player warm-up and waiting areas;
 - h. Spectator viewing and seating areas;
 - i. Coaching and training facilities;
 - j. Storage and utility areas;
 - k. Internal circulation pathways and landscaping;
 - l. Water supply, drainage, sewerage and electrical infrastructure;
 - m. Fire safety, CCTV and security systems; and
 - n. Such other ancillary facilities as may be necessary for the efficient functioning of the Project.

*Note : Point (d) & (e) both, max permissible built up area shall be 50.00 Sq.mtr (538 Sq.ft)

- 4.2. Establish, manage and operate pickleball coaching programmes, academies, training camps, high-performance training programmes and player development initiatives for players of different age groups and skill levels.
- 4.3. Operate a "Pay& Play" facility for recreational, amateur and competitive players, including provision of court booking facilities and pay-per-use access to the courts.
- 4.4. Organise and host pickleball tournaments, leagues, competitions, exhibitions, corporate events and promotional activities.
- 4.5. Implement online and offline court booking, membership, coaching registration and facility management systems.
- 4.6. Ensure compliance with all applicable laws, regulations, safety standards, Gaming Zone criteria, SRFD GDCR criteria and environmental requirements.
- 4.7. Provide adequate security arrangements, surveillance systems and emergency response measures.
- 4.8. Promote the sport of pickleball through structured coaching programmes, grassroots development initiatives, talent identification programmes, academies and community outreach activities.
- 4.9. Provide opportunities for public participation through coaching, training, recreational play, memberships and Play & Pay usage of the courts.
- 4.10. Develop and operate the facility as a high-performance training centre as well as a publicly accessible pickleball destination for recreational and competitive play.
- 4.11. The lessee shall conduct the site survey, topographical survey, soil testing, feasibility study etc. at its own cost.
- 4.12. The lessee shall prepare the architectural layout, court dimensions, drainage plans, lightning plans, fencing layout, parking layout and any such necessary details at its own cost.
- 4.13. The lessee shall ensure compliance with the Pickleball Court standards and local building, fire safety regulations.
- 4.14. The lessee shall be responsible for the site clearing, levelling, excavation and compaction for the construction and development of High Performance Pickleball Centre.
- 4.15. The lessee shall ensure that the Pickleball Court line is marked as per approved standards like International Federation of Pickleball (IFP), USA Pickleball (USAP) etc.
- 4.16. The lessee shall also submit the plans for landscaping and external development works.

- 4.17. The Lessee shall punctually pay the Guaranteed Annual Premium (GAP), Revenue Share, and all other amounts payable under the Lease Agreement, irrespective of the commercial performance of the Project, except where otherwise expressly provided in the Lease Agreement.
- 4.18. The lessee shall ensure that the Pickleball Centre is in good condition to the satisfaction of SRFDCL/AMC apart from maintaining good hygiene, cleanliness, upkeep of equipment and courts and making it available for the general public.
- 4.19. The lessee will have to appoint qualified staff, security and housekeeping manpower for operation and maintenance of the Pickleball Centre.
- 4.20. The lessee shall insure the equipments, gears or any other items, installed within the Pickleball Centre and persons/employee working or visiting, players, coaches, trainers etc. visiting Pickleball Centre against all risks at its own cost and shall also be responsible for the persons/employee working or visiting, players, coaches, trainers etc. visiting Pickleball Centre.
- 4.21. The lessee shall keep the Pickleball Centre available for SRFDCL/AMC for any reason whatsoever for requisite number of days. However, the lessee may raise Debit Note for the loss for that specified period before SRFDCL by giving necessary justification and required calculation. SRFDCL shall review the Debit Note submitted and pass on the necessary reimbursement, if they find the Debit Note to be appropriate.
- 4.22. The lessee shall perform and fulfil all other obligations in accordance with the provisions of the Lease Agreement, and the matter incidental thereto or necessary for the performance of any or all of the obligations of the lessee.

5.0 GENERAL CONDITIONS OF THE LESSEE

- 5.1. The High Performance Pickleball Centre at Sabarmati Riverfront is developed for the people and players of Ahmedabad to have quality training and space with proper amenities for participating in competitive sports. The lessee shall not deviate from the main objective of the High Performance Pickleball Centre at Sabarmati Riverfront. In case of default, the decision of SRFDCL shall be deemed final and binding.
- 5.2. In case of default in maintaining standards of the Pickleball Centre, the Lease Agreement shall be terminated.
- 5.3. The lessee shall be solely responsible to monitor and manage the entry of the people in the Pickleball Centre.
- 5.4. The lessee shall submit the details of the footfall at Pickleball Centre and any other such details as sought by SRFDCL periodically. In case of default, the decision of SRFDCL shall be deemed final and binding.

- 5.5. The lessee shall ensure that the Pickleball Centre is made available to SRFDCL/AMC for any event for requisite number of days. However, the lessee may raise Debit Note for the loss for that specified period before SRFDCL by giving necessary justification and required calculation. SRFDCL shall review the Debit Note submitted and pass on the necessary reimbursement, if they find the Debit Note to be appropriate.
- 5.6. The lessee shall ensure that all the rules, regulations and guidelines of any Pandemic and/or any such future rules, regulations or guidelines pertaining to any emergency situation, lockdown etc. are strictly followed.
- 5.7. The responsibility of safety of all the players, coaches, trainers, visitors, people using such Pickleball Centre shall vest with the lessee and in no event will SRFDCL/AMC/any Concerned Authority assume such responsibility or liability or for payment of any compensation. The lessee shall be required to take adequate insurance to cover such risks.
- 5.8. The lessee shall immediately notify and report all minor/ major accidents in the Pickleball Centre to the SRFDCL in writing.
- 5.9. The SRFDCL/AMC or its authorized representatives shall have access at all hours to the site or any part thereof and inspect the services provided by the lessee.
- 5.10. The lessee shall abide by all rules and regulations, orders and instructions that SRFDCL/AMC/Government of Gujarat/any Concerned Authority may make from time to time or adopt or issue for the safety and Construction, Development, Operations and Maintenance of Pickleball Centre.
- 5.11. Upon the completion of the Lease Period, the lessee shall vacate the location peacefully.
- 5.12. Any infrastructure in the Pickleball Centre or any element of the surrounding environment that is observed by the SRFDCL to be damaged/polluted owing to direct neglect by the lessee shall be required to be made good by the lessee at its own expense. The lessee's inability to do so shall attract damages as may be deemed fit by the SRFDCL.
- 5.13. Any offence in the area will be under the jurisdiction of the concerned police station of Ahmedabad.
- 5.14. Take all reasonable precautions for the prevention of accidents at the Pickleball Centre and the location and the surrounding environment.
- 5.15. The lessee shall ensure that Tobacco, Cigarette, unhygienic food, alcohol, Performance-Enhancing Drugs (PEDs) or any prohibited items shall not be allowed to be used, consumed or to sell in the Pickleball Centre.
- 5.16. Not to place or create nor to permit any person claiming through or under the Lease to create or place any Encumbrance over all or any part of the Pickleball

- Centre, or on any rights of the lessee therein, save and except as expressly set forth in this RFP;
- 5.17. Have requisite organization and designate and appoint suitably qualified officer/representative as it may deem appropriate to supervise the implementation of its obligations under this RFP and to liaison and deal with the SRFDCL or its representative and to be responsible for all necessary exchange of information required throughout the Lease Period in terms of the Lease Agreement for the Project.
- 5.18. Lessee shall comply with the laws of land including notifications and guidelines from concerned regional/local/national/international authorities or any applicable law, for construction, development, operation and maintenance of the High Performance Pickleball Centre. SRFDCL/AMC shall not be held liable for any change/modification in these laws/guidelines/rules which adversely affect this Agreement. Lessee shall have no right/claim in this regard, whatsoever the reason may be.
- 5.19. Provide for all the sports equipment and manpower required for construction, development, operation and maintenance of the High Performance Pickleball Centre as per the terms and conditions of this RFP and the proposal submitted by lessee.
- 5.20. Obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance with thereof at all times for execution of its obligations.
- 5.21. Ensure compatibility of the Pickleball Centre with the surrounding environment.
- 5.22. Ensure that required number of communications and CCTV cameras are placed at strategic places in the Pickleball Centre and are fully operative at all the times. The feed from the CCTV cameras shall be stored for all the times.
- 5.23. Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and Systems used for the purpose of this Lease.
- 5.24. Take insurance as mentioned in RFP and maintain the same all time during the Lease Period.
- 5.25. Undertake, do and perform all such acts, deeds and things as may be necessary or required to adhere to the obligations under and in accordance with this RFP;
- 5.26. Lessee shall make available at any time copy of RFP, proposal,LOA,Lease Agreement and copies of all documents relating to safety and its safety standards for inspection, to the SRFDCL/AMC/ any Concerned Authority or its representative at their own cost.
- 5.27. The charges/expenses for water, electricity of AMC etc. shall be arranged and borne by the lessee.

- 5.28. The lessee shall be responsible for the housekeeping of the Pickleball Centre and shall borne the housekeeping expenses.
- 5.29. The lessee shall follow all the rules, regulations or guidelines by Concerned Authority regarding the Pandemic and/or any future emergencies, lockdown etc.
- 5.30. Payment of all charges, lawyer's fees, stamp duties etc. for registration of Lease Agreement shall be borne by lessee only.
- 5.31. The Court at Ahmedabad shall have the exclusive jurisdiction to try all disputes between the parties arising out of the contract.
- 5.32. Under any circumstances SRFDCL/AMC shall not be responsible and liable for any unlawful activity, unethical activity or any activity deemed to be breaching the law and order by the lessee or its employees, agents, consultants, representatives, coach, trainers, players during the Lease period in the Pickleball Centre. The lessee assures not to do any such act or activity which is against the law in the granted premises and hereby indemnify the SRFDCL/AMC from all such events.

6.0 SAFETY, STATUTORY & EMERGENCY STANDARDS

The lessee shall during the subsistence of the Lease Period:

- 6.1. The Lessee shall strictly adhere to all applicable safety regulations, including the Gujarat Fire Prevention and Life Safety Measures Act, local GDCR, and specific guidelines issued by the AMC/Government of Gujarat for sports, gaming, and public gathering zones.
- 6.2. The Lessee shall obtain valid Fire NOC, Structural Stability Certificate from a certified chartered engineer, and Building Use (BU) Permission prior to commencing commercial operations.
- 6.3. The facility design must include unobstructed access routes for emergency vehicles (fire tenders, ambulances) and designated emergency evacuation points.
- 6.4. Ensure the safety of the Pickleball Centre and all the visitors thereby at all times, by providing adequate insurance and periodic inspection report to the SRFDCL.
- 6.5. To repair or to make it in appropriate condition at their own cost any damage/destruction caused due to direct/indirect neglect of the lessee.
- 6.6. Plan and install required fire-detection, fire-alarm and fire-fighting system including necessary approvals from concerned authority on design and installation.
- 6.7. Ensure that required number of communications and CCTV cameras are placed at strategic places in the Pickleball Centre and are fully operative.
- 6.8. Undertake all such safety precautions that are incidental to the activities in accordance with the lessee.

7.0 INSURANCE

7.1. Insurance during the Lease Period:

If during this period any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the lessee and SRFDCL/AMC shall not be liable for any such claims. The lessee shall be responsible for the payments arising out of any Third-Party claims. The lessee shall indemnify SRFDCL/AMC against any such third-party claim and is required to procure insurance for meeting such liabilities at its own cost.

The lessee shall insure its equipments, gears or any other items and, if installed within the Pickleball Centre and persons/employee working or visiting, players, coaches, trainers etc. visiting Pickleball Centre against all risks at its own cost.

In general, the lessee shall, at its cost and expense, purchase and maintain during the Lease Period, such insurances as are necessary at the time of starting of operations and maintenance of the Pickleball Centre, including but not limited to the following:

- a) Lessee's all risk insurance;
- b) Procure Comprehensive third-party liability insurance including injury or death to staff of lessee, staff or representatives of SRFDCL/AMC and Users who may enter the Pickleball Centre and mentioned the SRFDCL/AMC as beneficiary.
- c) Workmen's compensation insurance as per law;
- d) Any other insurance that may be necessary to protect the lessee, its employees and Pickleball Centre (against loss, damage or destruction at replacement value) including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).

Lessee shall, from time to time, provide to the SRFDCL copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained in accordance with this RFP.

7.2. Application of Insurance Proceeds:

All moneys received under insurance policies shall be promptly applied by the lessee towards claims of Users, staff of SRFDCL/AMC or lessee who face injuries or death and repairs, renovation or restoration or substitution of the Pickleball Centre, equipments, gears etc. or any part thereof as the case may be which may have been damaged or destroyed.

lessee shall carry out such repairs or renovation or restoration or substitution to the extent possible in such manner that the damaged Pickleball Centre after such repairs or renovation or restoration or substitution be as far as possible in the same as they were before such damage or destruction.

7.3. Validity of Insurance Cover:

The lessee shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid throughout the Lease period and furnish copies of the same to the SRFDCL. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 Days' clear notice of cancellation is provided to the SRFDCL in writing.

8.0 GOVERNING LAWS AND JURISDICTION

8.1. This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.

8.2. The courts at Ahmedabad shall have the exclusive jurisdiction to decide any dispute arising out of or in respect of the Agreement.

9.0 COMMUNICATIONS

9.1. All communications under the Agreement shall be served by the parties on each other in writing, in English language and served in a manner customary and acceptable in business and commercial transactions.

9.2. The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.

- 9.3. No communication shall amount to an amendment of the terms and conditions of the agreement, except a formal letter of amendment of Agreement, so designated, issued by SRFDCL/ AMC.
- 9.4. Any communication made by the authorised signatories of the parties, shall be considered valid.
- 9.5. The address for communication to the parties, shall be as stated in the agreement and any change shall be communicated by the respective party to the other party.

10.0 SUCCESSFUL BIDDER'S/ LESSEE'S OBLIGATION AND RESPONSIBILITIES

10.1. Compliance with Law

The Successful Bidder / lessee shall comply with the provisions of RERA, Labour laws, GST and all other Acts, Rules, Regulations & Ordinances of State and Central Government and local authorities, as are applicable from time to time with respect to the development of the project.

10.2. Change in Constitution / Financial Stakes / Responsibilities of the Successful Bidder's Business

10.2.1. The Successful Bidder must proactively keep AMC/ SRFDCL informed of any changes in its constitution / financial stakes / responsibilities at all times:

- a) Prior to and during the term of the Lease Agreement

10.2.2. Where the Successful bidder/ lessee is a partnership firm or SPV or JV, a new partner / entity shall not be introduced in the firm / SPV / JV except without the previous consent in writing of the AMC / SRFDCL, which may be granted by AMC/ SRFDCL at its discretion and only upon execution of a written undertaking by the new partner / entity to perform the agreement and accept all liabilities incurred by the firm under the agreement before the date of such undertaking.

10.3. Obligations to Maintain Eligibility and Qualifications

- 10.3.1. The allotment has been awarded to the Successful Bidder on specific eligibility and qualification criteria.
- 10.3.2. The Successful Bidder is contractually bound to maintain such eligibility and qualifications during the execution of the Scope of Works/ development of project. Any change which would vitiate the basis on which the allotment was awarded to the Successful Bidder, should be pro-actively brought to the notice of the AMC/ SRFDCL within 7 days of it coming to the Successful Bidder's knowledge.
- 10.3.3. The Successful Bidder understands and accepts that in such situation whereby the eligibility and qualifications of the Successful Bidder gets vitiated during the time as described in 7.2.1. (a) to (d), the allotment to the Successful Bidder is liable to be cancelled and all the payments made by the Successful Bidder to AMC / SRFDCL shall be forfeited by AMC / SRFDCL.

10.4. Obligations to Complete the Development Works

- 10.4.1. The Successful Bidder is contractually bound to complete all the construction and development works within the timeline specified.
- 10.4.2. The Successful Bidder understands and accepts that in such situation whereby it fails to complete the development within the specified and/or agreed timelines or voluntarily does not complete the development works then the allotment to the Successful Bidder is liable to be cancelled and all the payments made by the Successful Bidder to AMC / SRFDCL shall be forfeited by AMC / SRFDCL. This shall be applicable even in the cases where AMC / SRFDCL has executed a sale deed and/or lease deed of the land within the SRFD Project Area, and the Successful Bidder fully understands and accepts the liability of being evicted from the allotted land by AMC / SRFDCL in accordance with the provisions the existing rules, regulations and norms of AMC.

10.5. Assignment and Sub-contracting

- 10.5.1. The Successful Bidder shall not, save with the previous consent in writing of AMC / SRFDCL, sublet, transfer or assign the allotment and/or allotted land or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
- 10.5.2. The Successful Bidder (including all its employees, agents, representatives, contractors, sub-contractors etc.) shall comply with all the obligations based on which the allotment or development is awarded to the Successful Bidder.
- 10.5.3. Any violation of the above by the Successful Bidder (including any of its employees, agents, representatives, contractors, sub-contractors etc.) shall amount to the breach of conditions and the Successful Bidder understands and accepts that allotment shall be liable to be cancelled and all the payments made by the Successful Bidder to AMC / SRFDCL shall be forfeited including availing of any other remedies by the AMC / SRFDCL against the Successful Bidder.

10.6. Obligations to Indemnify AMC / SRFDCL

- 10.6.1. The Successful Bidder shall indemnify and hold harmless, free of costs, AMC and SRFDCL and their employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the works undertaken by the Successful Bidder, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Property Rights (IPR) or trademarks, registered or otherwise existing on the date of the LOA arising out of or in connection with the Agreement and/or allotment and/or development works.
- 10.6.2. The Successful Bidder shall indemnify and keep harmless the AMC and SRFDCL, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the AMC and/or SRFDCL because of any act or omission or default or negligence or trespass of Successful Bidder, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the development works.

11.0 FORCE MAJEURE

- 11.1. On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Scope of Works/ performance of contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the AMC / SRFDCL in writing, the Successful Bidder shall continue to perform its obligations under the Agreement as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 11.2. The timelines as agreed between the parties shall be liable for extension upto the period of the Force Majeure event subject to the approval of the SRFDCL/Authority.
- 11.3. Unless otherwise the Parties mutually decide to continue with mutually revised terms of Agreement, if force majeure event continues beyond a period of 120 days, any party may issue termination notice of 30 days upon expiration of 120 days.

12.0 GUARANTEED ANNUAL PREMIUM (GAP), REVENUE SHARING AND REVENUE AUDIT MECHANISM

1) Guaranteed Annual Premium (GAP)

- 1.1 The Successful Bidder ("Lessee") shall pay to SRFDCL the Guaranteed Annual Premium ("GAP") quoted in its Financial Proposal. The quoted GAP shall constitute the annual consideration payable by the Lessee irrespective of the actual revenue generated from the Project. The GAP shall be escalated at 10% every 3 (three) years cumulatively.
- 1.2 The GAP shall be exclusive of all applicable taxes, GST, duties, levies, cess and statutory charges, which shall be payable by the Lessee in addition to the GAP.
- 1.3 Unless otherwise provided in this Agreement, the obligation to pay GAP shall commence from the Commercial Operation Date (COD). Where a Moratorium Period is expressly provided under this RFP, GAP shall become payable

immediately upon expiry of such Moratorium Period or Commercial Operation date whichever is earlier.

1.4 GAP shall be payable in advance on a annual basis in advance within fifteen (15) days from commencement of each respective year. GAP shall be paid through RTGS/NEFT/electronic transfer into the designated bank account of SRFDCL. The payment shall be deemed to have been made only upon realization of funds in the designated account.

2) Revenue Sharing Mechanism

In addition to GAP, Revenue Sharing is applicable under this RFP, the Lessee shall pay the prescribed percentage of Gross Revenue.

Gross Revenue shall include all receipts, whether realised or accrued, arising directly or indirectly from the Project including but not limited to: Court booking fees, Coaching fees, Membership fees, Tournament registration fees, Event income, Sponsorship income, Advertisement revenue, Branding and naming rights, Broadcasting and media rights, Food and beverage revenue, Merchandise sales, Equipment rental, Parking charges, Training programmes, Corporate events, Academy income, Franchise or licensing income, Digital platform income, Any other operational receipts connected with the Project.

Gross Revenue shall exclude only:

- GST collected on behalf of Government;
- refundable security deposits;

Within Seven (7) days after the end of every quarter, the Lessee shall have to pay SRFDCL the revenue share and also submit to SRFDCL:

- Gross Revenue Statement;
- Revenue Share computation;
- Chartered Accountant's Certificate;
- Summary of invoices issued;
- Digital booking reports; and
- Payment reconciliation.

Revenue Share shall be exclusive of all applicable taxes, GST, duties, levies, cess and statutory charges, which shall be payable by the Lessee in addition to the Revenue Share.

Failure to pay two consecutive quarterly instalments during any Lease Year shall constitute a Material Breach and Event of Default. SRFDCL shall be entitled to invoke the Performance Security, terminate the Agreement and recover all outstanding dues together with interest and damages.

3) Audit Rights

3.1 SRFDCL or its authorised representatives may inspect the Project premises, operational systems and financial records during normal business hours after giving reasonable notice. No prior notice shall be necessary where fraud, concealment or revenue suppression is suspected. SRFDCL shall have unrestricted rights during the Lease Period to inspect, verify and audit the books of accounts; invoices; bank statements GST records; accounting software; online booking portals; POS systems; ERP systems; ticketing software; and all records relating to Project Revenue.

3.2 SRFDCL may appoint an Independent Chartered Accountant or Audit Firm for conducting Revenue Audit. The Lessee shall extend full cooperation. Where understatement of Gross Revenue exceeds two percent (2%), the complete cost of audit shall be borne by the Lessee. Otherwise, the audit cost shall be borne by SRFDCL.

3.3 Any short payment identified during audit shall become payable within fifteen (15) days together with interest. Failure shall constitute an Event of Default.

3.4 Any deliberate suppression of revenue, manipulation of accounts, falsification of records or submission of false certificates shall constitute a Material Breach of Contract.

3.5 Without prejudice to other remedies available under law, SRFDCL may:

- (a) terminate the Lease Agreement;
- (b) forfeit the Performance Security;
- (c) recover all unpaid dues together with interest;
- (d) debar the Lessee from future tenders of SRFDCL for a period up to five (5) years; and

(e) initiate civil and criminal proceedings as may be permissible under applicable law.

13.0 BID PRICE, TAXES AND PAYMENT

13.1. The Bid Price quoted by the bidders shall be exclusive of all taxes and any taxes applicable shall be paid by the Successful Bidder at actuals and over and above the bid price.

13.2. The timeline, interest on payment and penal interest shall be applicable to the Successful Bidder.

13.3. The Successful Bidder shall adhere to payment timelines and delay charges as per terms of RFP.

14.0 BREACH OF CONDITIONS BY THE LESSEE

14.1. In event of the lessee committing breach of any of the conditions agreed including that of payment and timeline for completion, the SRFDCL may issue the notice to the lessee.

14.2. The SRFDCL may consider the presentation/ response/ submission by the lessee regarding the breach, and in case where the response is unsatisfactory, SRFDCL may cancel the allotment by order.

14.3. In case the allotment to the lessee is cancelled before the execution of the Lease agreement, then all the payments made by the lessee till then shall be forfeited unless otherwise decided by SRFDCL.

14.4. On cancellation of the allotment, if the lessee does not remove all the items lying on the land including the lessee's assets lying on the SRFD Project land, then such assets or items shall be removed by SRFDCL at the cost of the lessee.

14.5. In case of any breach of conditions by the lessee, AMC / SRFDCL shall be entitled to take necessary steps / actions for eviction of the lessee from the premise as per the prevalent policy of AMC.

15.0 NO PARTNERSHIP

It is being agreed and understood that the relationship between the Successful Bidder / lessee and SRFDCL / AMC shall be on “Principal to Principal basis”. Nothing contained herein shall be deemed or construed by and between the Parties, as creating or intending to create a relationship of a partnership or a joint venture or an association of persons or an owner and an agent.

16.0 DISPUTE RESOLUTION

- 16.1. If any dispute or difference of any kind whatsoever (a “Dispute”) shall arise out of or in connection with the Agreement between the Parties, the Parties shall attempt, for a period of 30 (thirty) days after the receipt by one Party of a notice from the other Party of the existence of the Dispute or difference, to settle such Dispute in the first instance amicably by mutual discussions between the Parties.
- 16.2. If the Dispute cannot be settled within 30 (thirty) days by mutual discussions, the Dispute shall then be referred to the Municipal Commissioner, Ahmedabad.
- 16.3. If the Dispute cannot be settled by Municipal Commissioner, Ahmedabad within 60 (sixty) days from the date of reference, the Dispute shall finally be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.
- 16.4. All arbitration proceedings shall be conducted in the English language. For the purpose of such arbitration, there shall be three arbitrators (the “Arbitral Tribunal”) appointed in the following manner:
- 16.4.1. One arbitrator shall be appointed by the SRFDCL;
 - 16.4.2. One arbitrator shall be appointed by the lessee; and
 - 16.4.3. The two arbitrators so appointed shall jointly appoint the third arbitrator who will be the presiding arbitrator.
- 16.5. The award of the Arbitral Tribunal shall be final and binding on the Parties and shall not be questioned or challenged by either of them.
- 16.6. Arbitration shall be held at Ahmedabad and Courts at Ahmedabad alone shall have exclusive jurisdiction to entertain and deal with the matter arising there from. Each Party shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced under the Agreement.
- 16.7. The Parties shall bear their own costs and expenses of the arbitration proceedings and equally share fees of the Arbitral Tribunal and any other expenses thereof.

Section-IV: Special Conditions (SC)

1. TIMELINE FOR LESSEE

- a) The lessee shall be liable to:
 - a. return duplicate copy of LOA duly signed within 7 (seven) days from the date of LOA.
 - b. submit performance security within 15 (fifteen) days from the date of LOA.
 - c. execute and register the Lease Agreement with AMC/ SRFDCL within 3months from the date of the LOA.
- b) The successful bidder shall be liable to complete the development (including completion of all safety tests and obtaining of building use permission from the relevant statutory authority) of the project within 3 months from the date of LOA. However, the payment of Guaranteed Annual Payment (GAP) and revenue share shall commence from the date of completion of the moratorium period or start of operations, whichever is earlier.
- c) SRFDCL shall have all the right to impose penal charges and take necessary action in case of delay in commencement of development and / or completion of development of project by the lessee.

2. EXECUTION OF LEASE AGREEMENT

- (a) Within 3 months from the LOA, the SRFDCL shall prepare the LeaseAgreement, in duplicate, and the lessee shall meet the SRFDCL during normal office hours on any working day to furnish the requisite details and performance security and get the documents for completion of all formalities of payment of stamp duty, execution and registration of the Lease Agreement (in Duplicate). The original LeaseAgreement shall remain with SRFDCL and the Duplicate shall be given to the Lessee.
- (b) The certain terms of the LeaseAgreement are produced as under:

- a. The term of Lease shall be for a period of 8 years from the date of Lease Agreement and may be renewed/ extended for further 4years on mutual agreed termssubject to approval by AMC/ SRFDCL.
- b. Guaranteed Annual Payment (GAP) for the Lease Year shall be payable from the Commencement Date up to the completion of the first Lease Year within 15 days from LOA. Thereafter, the Lessee shall pay the GAP for each succeeding Lease Year in advance, not later than fifteen (15) days before the commencement of the respective Lease Year. The Lease Year shall be reckoned from the anniversary of the Commencement Date and shall not be linked to the financial year.
- c. Failure to pay the GAP within the stipulated time shall constitute a payment default and shall attract interest and other consequences as provided in the Lease Agreement.
- d. Security Deposit shall be given in the form of Performance Security as per rate given in RFP which shall be valid during the entire lease period.
- e. All other taxes, local taxes, stamp duty, registration fees, duties, cess, etc. except Property tax shall be paid by the bidder.
- f. The Lessee shall comply with, abide by and adhere to the General Development Control Regulations applicable to the SRFD Project Area and updated or amended from time to time (“SRFD GDCR”) as are applicable to them and the rules, regulations, policies, etc. as may be framed by the Authority/ SRFDCL.
- g. The Lessee shall promptly intimate in writing and notify SRFDCL/Authority and hand over to it any archaeological finds, treasures and precious and semi-precious minerals discovered at the allotted land by the SRFDCL/Authority or its employees, agents and contractors.
- h. The Lessee shall, at its own cost, obtain all requisite approvals and clearances with regards to the construction, development, operation and maintenance of the project from various competent authorities as may be statutorily required.

3. VOLUNTARY SURRENDER IN CASE OF LESSEE

In case of voluntary surrender the lease by the Successful bidder/lessee before or after the lease agreement, then It shall be considered as breach and SRFDCL will forfeit Performance Bank Guarantee and also take any other actions as deemed fit.

4. TERMINATION ON BREACH OF AGREEMENT

- a) In case of default by the lessee, the SRFDCL shall issue preliminary notice of 15 (fifteen) days (Cure Period) to the lessee.
- b) Upon failure to cure the default within 15 days, SRFDCL shall encash the performance security of the lessee and issue a termination notice of 30 (thirty) days to the lessee.
- c) In case the allotment to the lessee is cancelled before the execution of the lease agreement, then all the payments made by the lessee till then shall be forfeited unless otherwise decided by SRFDCL.
- d) In case the lessee cures the default on or before completion of 30 days' period to the satisfaction of SRFDCL and submits the fresh performance security for the requisite amount, the SRFDCL may consider the request and take necessary action to keep continue the contract.
- e) If either party wants to terminate the Lease, it shall be allowed to do so by giving thirty (30) days' notice. However, in case the lessee would like to terminate the Lease agreement due to reasons attributable to it, then the Performance Security for the remaining period of the year shall stand forfeited. In case the termination is due to Force Majeure or for any reason attributable to the SRFDCL/AMC, Performance Security may be returned to the lessee subject to the rights of SRFDCL/AMC to receive any unpaid dues/ damages, etc.
- f) The Lessee shall not, at any time during the Lease Period, create or permit to be created any mortgage, charge, lien, pledge, hypothecation, assignment, security interest or any other encumbrance over the leased premises, leasehold rights or any interest therein for the purpose of raising finance or securing any loan or financial assistance from any bank, financial institution or any other person.

The Lease Agreement shall not confer upon the Lessee any right to mortgage, assign or otherwise encumber the leased premises or the leasehold rights in favour of any lender. No lender shall acquire any right, title or interest in the leased premises by virtue of any financing arrangement entered into by the Lessee.

Any mortgage, charge, encumbrance or financing arrangement created in contravention of this clause shall be void and shall constitute a Material Breach of the Lease Agreement, entitling SRFDCL, without prejudice to any other rights and remedies available under the Agreement or applicable law, to terminate the Lease Agreement, forfeit the Performance Security and take possession of the leased premises.

g) Rights of Authority on Termination:

Upon Termination of the Lease for any reason whatsoever, SRFDCL shall have the power and authority to:

1. Retain possession and control of Pickleball Centre forthwith in the original condition
2. SRFDCL may retain the possession of any/all structures constructed by the lessee.
3. Prohibit the lessee and any person claiming through or under the Lease from entering upon the Pickleball Centre dealing with or any part thereof;
4. Appoint another party or lessee for the Lease.
5. In the event of lessee's Event of Default, the Performance Security may be returned subject to the right of SRFDCL/AMC to receive any amount due or damages from the lessee. If in case, the amount due or the amount of damages is higher than the Performance Security, then, the lessee shall have to pay the dues/damages accordingly. In this regard, the decision of SRFDCL shall be deemed final.

h) SRFDCL's Right to Re-tender the given area on Termination:

1. SRFDCL on behalf of AMC shall have right to re-tender the given area on termination of the Agreement for any reasons whatsoever.

2. After completion of Lease Period, the lessee shall not reserve any rights to the given area.
3. SRFDCL if it deems necessary shall also have right to seal or lock the given area upon termination.

5. PERFORMANCE PARAMETERS AND LIQUIDATED DAMAGES

The performance parameters and the respective liquidated damages shall be charged to the lessee as per the following table:

SN	Performance Parameter	Damages payable per breach per day after remedy period
1	Delay in payment of Revenue share / GAP	A penal interest, calculated at 9% per annum (compound interest) shall be applicable on the outstanding payable amount beyond the timeline decided with the lessee and shall be charged to the lessee by SRFDCL for the delayed period
2	Delay in successful project commercial operation	Rs. 5,000/- per day of delay. If the delay continues beyond 6 months, it will be considered an Event of Default.
3	Non provision of records as required by the authority	Rs. 1000/- per instance
4	Any Other deviations or breach of agreement/RFP terms	As decided by SRFDCL/AMC

Section-V: Annexures & Formats

ANNEXURE-1: LETTER COMPRISING THE BID

(On the letter head of *Bidder*/ Lead Member in case of a Consortium)

Date: [●]

To,
Executive Director,
Sabarmati Riverfront Development Corporation Limited (SRFDCL)
2nd Floor, "Riverfront House"
B/h. H.K. Arts College, Between Gandhi & Nehru Bridge,
Pujya Pramukh Swami Marg (Riverfront Road - West)
Ahmedabad - 380009

Sub: Bid for Construction, Development, Operation and Maintenance of the High Performance Pickleball Centre at Sabarmati Riverfront (the “Purpose”).

Dear Sir,

With reference to your RFP document dated [●], I/we, having examined the RFP Documents and understood their contents and terms & conditions, hereby submit my/our Bid for the Purpose. The Bid/ Proposal is unconditional and unqualified.

- 1) I/We acknowledge that the SRFDCL will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the successful bidder for the Purpose. I/We further certify that all information provided in the Bid and in Annexures are true and correct; nothing has been omitted which may render such information misleading; and all documents accompanying our Bid are true copies of their respective originals.
- 2) This statement is made for the express purpose of our selection as lessee for the Purpose.
- 3) I/ We shall make available to SRFDCL any additional information it may find necessary or require to supplement or authenticate the Bid/ Proposal.
- 4) I/ We acknowledge the right of SRFDCL to reject our Bid/ Proposal without assigning any reason or otherwise and hereby waive to the fullest extent permitted by applicable law our right to challenge the same on any account whatsoever.

- 5) I/ We certify that, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority or AMC or SRFDCL nor have had any contract terminated by any public authority for breach on our part.
- 6) I/ We declare that:
- (a) I/ We have examined and have no reservations to the RFP Documents, including any Addendum issued by SRFDCL;
 - (b) I/ We do not have any conflict of interest in accordance with the terms of the RFP document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as mentioned in the RFP document, in respect of any request for proposal issued by or any agreement entered into with SRFDCL or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - (e) All the details/ undertakings/ declarations given by us along with the Application in response to the RFP for the Purpose were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- 7) I/We understand that you may cancel the RFP Process at any time and that you are neither bound to accept any Bid/ Proposal that you may receive nor to invite the Bidders to Bid for the Purpose, without incurring any liability to the Bidders, in accordance with the RFP document.
- 8) I/We believe that we/our consortium members satisfy(s) the Qualification, Technical and Financial criteria and meet(s) the requirements as specified in the RFP document

and I/We meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.

- 9) I/We declare that we/any Member of the Consortium Members, or our/its Associates are not a Member of any other Consortium Members submitting a Bid for the Project.
- 10) I/ We certify that we/ any member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Purpose as lessee or which relates to a grave offence that outrages the moral sense of the community.
- 11) I/We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Consortium Members or any of our/their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- 12) I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/managers/employees.
- 13) We undertake that in case due to any change in facts or circumstances during the RFP Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate SRFDCL of the same immediately.
- 14) I/We hereby submit:
 - (a) Offer a EMD / Bid Security of Rs.1,50,000/- (Rupees One Lakh Fifty thousands Rupees only) in the form of Demand Draft in favour of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad from Nationalized Bank/ Scheduled Bank and enclosed in the Envelope-1.
 - (b) RFP Document Fee of Rs.10,000/- (Rupees Ten Thousand only) on non-refundable basis as Demand Draft drawn in favour of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad from Scheduled/ Nationalized Bank enclosed in the Envelope-1.

- (c) The Statement of Legal Capacity as per format provided at **Annexure-10** of the RFP Document.
 - (d) That Copy of the power of attorney for signing of Bid as per format provided at **Annexure-7** of the RFP/ Board Resolution.
 - (e) The power of attorney for Lead Member of consortium, as per format provided at **Annexure-9** of the RFP.
- 15) I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SRFDCL on behalf of AMC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Purpose/ project and the terms and implementation thereof.
- 16) I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
- 17) I/ We certify that in terms of the RFP:
- (a) my/our Net worth is Rs. [●] (Rupees [●] in words) as on [●], 20[●].
 - (b) my/our Average Annual Turnover of last 3 years is Rs. [●] (Rupees [●] in words) as on [●], 20[●].
- 18) In the event of my/our being declared as the successful Bidder, I/we agree to enter into the LeaseAgreement. We agree not to seek any changes in the LeaseAgreement and agree to abide by the same.
- 19) I/ We acknowledge and agree that in the event of a change in control of an Associate whose Technical and/ or Financial Criteria is taken into consideration for the purposes of pre-qualification in accordance with this RFP, I/We shall inform SRFDCL forthwith along with all relevant particulars and SRFDCL may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Allotment (LOA), as the case may be.
- 20) I/We further acknowledge and agree that in the event such change in control occurs in contravention of the terms of RFP Documents, it would, notwithstanding anything to the contrary contained in the LeaseAgreement, be deemed a breach thereof, and the

LeaseAgreement shall be liable at the discretion of the Authority to be terminated without the Authority being liable to us in any manner whatsoever.

- 21) I/We have studied all the Bidding Documents carefully and also surveyed the project site and analysed the site conditions, and other utilities, access to location, applicable law and regulations, location surroundings, any other matter which is relevant and the traffic. We understand that except to the extent as expressly set forth in the LeaseAgreement, we shall have no claim, right or title arising out of any documents or information provided to us by SRFDCL or in respect of any matter arising out of or relating to the RFP Process including the Letter of Allotment.
- 22) I/We agree and understand that the Bid is subject to the provisions of the RFP Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
- 23) The Bid/ Proposal is prepared by me/us after taking into consideration all the terms and conditions stated in the RFP Document, our own estimates of costs, technical & commercial viability and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project. I/We undertake to abide by all the terms and conditions of the RFP Document and the submissions made in the Bid/ Proposal in case of award of project.
- 24) I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
- 25) I/We agree and undertake that all the members of the consortium would be jointly and severally liable for all the obligations of the successful bidder/ SPV under and in accordance with the RFP Document and the Lease Agreement.

In witness thereof, I/we submit this Bid/ Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

Date: [●]

(Signature, name and designation of the Authorised Signatory) [●]

Place: Name and seal of the Bidder/ Lead Member

Note:

- * *Paragraphs related to consortium, if not applicable to it (in case of single bidder), shall be deemed as omitted or modified as necessary to reflect Bidder-specific particulars.*

ANNEXURE-2: BIDDER INFORMATION

1. Bidder name and contact details:

1. Name of Bidder: [●]
2. Type of Bidder: (Proprietor/Partnership Firm/Company etc.) [●]
3. Name of Authorized Representative: [●]
4. Telephone No: [●]
5. Mobile No: [●]
6. Alternate Number: [●]
7. E-mail: [●]
8. Registered Office Address: [●]
9. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities for the project/ Purpose: [●]

****In case of Joint Venture - The information above (1-9) should be provided for all the members of the Consortium.***

2. To be Enclosed:

- a) Documents certifying Bidder's legal status i.e. Certificate of Incorporation/Registration

- b) Latest brochures/organization profiles etc.
- c) The bidder shall appoint an authorized signatory for signing the bid and acting as representative. The requisite authorization of this person in the form of Board Resolution/Partners Resolution or Power of Attorney (POA) will be required to be attached with the qualifying bid. POA shall be as per the format specified in Annexures given below.
- d) Audited Financial Reports during the 3 financial years.
- e) Any other additional information found necessary by the bidder relating to the RFP
- f) The following information shall also be provided for each member of the Consortium/Group:

No.	Particulars	Yes	No
1.	Has the Bidder/constituent of the Consortium been barred by the Central/State Government/Corporation, or any entity controlled by it/them, from participating in any project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		

- g) A statement by the Bidder and each of the members of its consortium/group (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration (Attach extra sheets, if necessary)

Note: All provisions contained shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.

ANNEXURE-3: TECHNICAL CAPACITY OF THE BIDDER

The Bidder shall furnish details of its experience in development, construction, operation and/or management of sports infrastructure, sports academies, sports complexes, recreational facilities or similar projects undertaken during the last five (5) years preceding the Bid Due Date. The Bidder shall provide details in the following format:

Sr. No .	Name of Project	Nature of Project (Development / Construction / Operation / Management)	Year of Award	Year of Completion / Operational Since	Project Cost (₹ Crore)	Scope Executed by Bidder	Supporting Document Reference

The Bidder shall submit self-attested copies of the following documents in support of each project claimed:

1. Letter of Award (LOA) / Work Order / Concession Agreement / Lease Agreement.
2. Completion Certificate issued by the Client; or
3. Operation Certificate / Client Certificate where the project is under operation.
4. Documentary evidence indicating project value.
5. Documentary evidence indicating the nature of sports infrastructure or recreational facility.
6. Any other document considered relevant by the Bidder.

Provide details of only those projects that have been undertaken by the Bidder under its own name and/or by any member of the consortium eligible as per this RFP.

SRFDCL reserves the right to seek additional documents or independently verify any claim made by the Bidder.

Certification :

I/We hereby certify that the information furnished in this Annexure is true and correct to the best of my/our knowledge and belief. I/We understand that if any information is found to be false, misleading or incorrect, SRFDCL shall be entitled to reject our Bid, forfeit the EMD, terminate the process (if applicable), and take such further action as may be permissible under the RFP and applicable law.

For and on behalf of the Bidder

Authorised Signatory

Name: _____

Designation: _____

ANNEXURE-4: FINANCIAL CAPACITY OF THE BIDDER

Name of the Bidder:

Sr. No.	Financial Year	Bidder Type	Annual Turnover (Rs. Cr.)	Net Worth (Rs. In Cr.)
		Single Entity Bidder		
		For Consortium in Joint Venture		
		Member 1		
		Member 2		
		Member 3		
Average Annual Turnover				

CERTIFICATE FROM THE STATUTORY AUDITOR

This is to certify that [●] (*name of the Bidder*) has net worth and an average annual turnover as shown above during the three financial years preceding the due date of RFP.

Name of Authorized Signatory: [●]

Designation: [●]

Name of firm: [●]

(Signature of the Authorized Signatory)

Seal of the Firm

Note:

The Bidder shall provide a Practising Chartered Accountant Certificate specifying the net worth and turnover of the Bidder including consortium members.

ANNEXURE-5:FORMAT FOR PERFORMANCE SECURITY

(To be executed on Stamp paper of appropriate value)

To,

The Executive Director,
Sabarmati Riverfront Development Corporation Limited (SRFDCL)
2nd Floor, “Riverfront House,
Behind H.K. Arts College, Between Gandhi & Nehru Bridge,
Pujya Pramukh Swami Maharaj Marg (Riverfront – West),
Ahmedabad – 380 009

WHEREAS <**Name of Bidder**><Registered office address>(hereinafter referred to as “the **Bidder**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-title and permitted assignees) has undertaken, in pursuance of Letter of Allotment (No. [●]) dated [●] for Construction, Development, Operation and Maintenance of the High Performance Pickleball Centre at Sabarmati Riverfront at Ahmedabad on design, build, finance, operate and maintain basis (hereinafter referred to as the “**LOA**” or “**Contract**”).

AND WHEREAS it has been stipulated by you in the LOA that the Bidder shall furnish you with a Bank Guarantee by any Nationalized/Scheduled Bank located in India for the sum specified therein as Performance Security for due and faithful compliance of his/ its obligation in accordance with the contract/ RFP Documents.

AND WHEREAS we [●] (*name of the Bank*) having office at [●] have agreed and hereby give you Bank Guarantee, as aforesaid.

NOW THEREFORE we hereby affirm that we are the Guarantor and liable to pay you, as an amount, up to a total of Rs. [●]/- (Rupees [●] Only), notwithstanding anything to the contrary, as contained in the contract/ RFP Document, we hereby irrevocably, unconditionally and without reservation agree that your decision as to whether the Bidder has made any such default(s)/breach(es) in due and faithful fulfillment and compliance of the terms and conditions of the Contract/ RFP Documents, as aforesaid and the amount or amounts to which you are entitled by reasons thereof, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, and we undertake to pay, as our primary obligation, you, upon your first written demand and without any cavil, argument, contest, demur, reservation, recourse or protest and without reference to

the Bidder whatsoever any sum or sums within the limits of Rs. [●]/- (Rupees [●] Only) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. Such sum being payable in Indian National Rupees in which the contract price is payable.

We hereby waive the necessity of your demanding the said debt from the Bidder before making the demand from us.

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

The Bank hereby, unconditionally and irrevocably, guarantees and affirms that in order to give effect to this Guarantee, Sabarmati Riverfront Development Corporation Limited (SRFDCL) on behalf of Ahmedabad Municipal Corporation (AMC) shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Bidder and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee;

It shall not be necessary, and the Bank hereby waives any necessity, for SRFDCL to proceed against the Bidder before presenting to the Bank its demand under this Guarantee;

This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by SRFDCL on behalf of AMC in respect of or relating to the Contract or of the works/ project or for the fulfilment, compliance and/or performance of all or any of the obligations of the Bidder under the Lease Agreement;

The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of SRFDCL in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank;

Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

We undertake that on receipt of your demand we shall forthwith make payment of sum demanded by you regardless of any difference or dispute the Bidder may have with you on any issue regarding non-performance of the Contract.

The guarantee shall be valid up to [●] or 12months from the date of LOA plus three months, whichever date is later, and we undertake to extend this guarantee, if the period is extended by SRFDCL.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

SIGNATURE AND SEAL OF THE GUARANTOR: [●]

NAME OF BANK [●]

ADDRESS [●]

Note: Please note that no additions, deletions or alterations (save and except filling in blanks) regarding the contents of this Form shall be made to the Performance Security to be furnished by the Bidder, if any are made, this Bank Guarantee may not be accepted and shall be rejected by SRFDCL.

ANNEXURE-6:FORMAT FOR FINANCIAL BID

Financial Bid shall not be submitted in the physical form and it is to be submitted online only.

Date: [●]

To,
The Executive Director
Sabarmati Riverfront Development Corporation Limited (SRFDCL),
Ahmedabad

Subject: Financial Bid with respect to RFP for Construction, Development, Operation and Maintenance of the High Performance Pickleball Centre at Sabarmati Riverfront at Ahmedabad.

Dear Sir,

With respect to above mentioned subject, our financial bid (exclusive of all taxes, duties, cesses etc.) is as per the following table. I have thoroughly read and understood the RFP Documents and all the terms conditions and agree to abide by the same. I offer the following

No.	Description	in “Figures”*	in “Words”*
1	Guaranteed Annual Paymentpayable every year for next 8 year		

*** Instructions for the Financial bid**

- (1) The bidder shall quote theGuaranteed Annual Payment in column of the given table (in figure and in words).Base Price for GAP shall be Rs. 7,00,000/- (plus applicable taxes including GST) per annum.
- (2) The Financial Proposal submitted by the bidders shall be exclusive of any applicable taxes, duties, etc.
- (3) The above payment shall be made over and above the Revenue Shareand other payments payable by the Bidder as per the terms of RFP Documents.
- (4) The bidder shall be required to visit and satisfy himself as to the location, likely operational costs and market potential of the location of the proposed High Performance Pickleball Centre.

ANNEXURE-7: FORMAT OF POWER OF ATTORNEY FOR SIGNING OF BID

(On Requisite Stamp Paper)

Know all men by these presents, We [●] (*name of the firm and address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), [●] son/daughter/wife of [●] and presently residing at [●], who is presently employed with us/ the Lead Member of our Consortium/Company and holding the position of [●], as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid/ Proposal for the including but not limited to signing and submission of all Bids/ Proposals, bids and other documents and writings, participate in pre-bids and other conferences and providing information/responses to SRFDCL, presenting us in all matters before SRFDCL, signing, execution and registration (as applicable) of all contracts including the acceptance of LOA, LeaseAgreement and undertakings, consequent to acceptance of our bid, and generally dealing with SRFDCL in all matters in connection with or relating to or arising out of our bid and presenting before the concerned authorities for registering the Lease Agreement, for the said project/ Purpose and/or upon award thereof, to us and/or till the execution of LeaseAgreement with SRFDCL on behalf of AMC.

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

IN WITNESS WHEREOF WE, [●], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [●] DAY OF [●], 20[●]

For [●]

(Signature, Name, Designation and Address)

Witnesses:

[Notarized]

1. [●]

2. [●]

Accepted

[●]

(Signature)

(Name, Designation of the Attorney)

Instructions:

- (1) *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.*
- (2) *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.*
- (3) *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE-8: JOINT BIDDING AGREEMENT**(Consortium Agreement)**

(to be executed by the Members)

(On Requisite Stamp Paper)

This JOINT BIDDING AGREEMENT is entered into at [●] on this the [●] day of [●], 20[●]

AMONGST

1. {[●] Limited, a company within the meaning of the Companies Act, 2013 having its Corporate Identity Number (CIN): [●] and having its registered office at [●] (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assignees)

AND

2. {[●] Limited, a company within the meaning of the Companies Act, 2013 having its Corporate Identity Number (CIN): [●] and having its registered office at [●] (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assignees)

AND

3. {[●] Limited, a company within the meaning of the Companies Act, 2013 having its Corporate Identity Number (CIN): [●] and having its registered office at [●] (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assignees)}

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS

- (A) Sabarmati Riverfront Development Corporation Limited (SRFDCL) having registered office at 2nd Floor, Riverfront House, Behind H K College Pujya Pramukh Swami Maharaj Marg, Riverfront (West), Ahmedabad – 380009, Gujarat (India) (referred to as the “**SRFDCL**” which expression will, unless repugnant to the context or meaning

thereof, include its administrators, successors and assignees) on behalf of Ahmedabad Municipal Corporation (AMC) has invited Bids (the “**Bids**”/ “**Proposals**”) by its Request for Proposal No. [●] dated [●] (the “**RFP**”) for selection of lessee for “Construction, Development, Operation and Maintenance of the High Performance Pickleball Centre at Sabarmati Riverfront at Ahmedabad” as per the terms of RFP (“**Project**” or “**Purpose**”).

- (B) The Parties hereto are commonly interested in jointly bidding for the Project as members of a Consortium in accordance with the Terms and Conditions of the RFP Document and other bid documents in respect of the Project.
- (C) Each Party has studied and examined the RFP Document and contents thereof and thereafter have joined and commonly decided to participate in the Bidding Process for this Project.
- (C) It is a necessary condition under the RFP that the Members of Consortium will enter into a Consortium Agreement and furnish a copy of it with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

In this Agreement, the capitalized terms will, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate a special purpose

vehicle (the “SPV”) under the Companies Act, 2013 for entering into a Lease Agreement with SRFDCL on behalf of AMC for the purpose of executing the Project and for performing all its obligations as the successful bidder/ lessee in terms of the RFP.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and as per the terms of the Lease Agreement;
- b) Party of the Second Part shall {define the role of the party}
- c) Party of the Third Part shall {define role of the party}

5. Joint and Several Liabilities

5.1 The Parties do hereby undertake to be jointly and severally responsible and liable for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP Documents and the said Lease Agreement, during the entire lease period in accordance with RFP Documents and the said Lease Agreement.

5.2 The Parties further undertake to be jointly and severally liable to SRFDCL/AMC, to perform all their contractual obligations in terms of the said Lease Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party: [●]

Second Party: [●]

Third Party: [●]

- 6.2 The Lead Member of the Consortium shall not have less than 51% and each other members not less than 10% of the equity paid up share capital of SPV, at all times during lease period in terms of the RFP (“**Shareholding**”).
- 6.3 If the Parties needs to change the Percentage of the Shareholding during the Lease Period, the Parties shall obtain prior written consent from SRFDCL for the same.
- 6.4 The Parties undertake that they shall comply with all equity lock-in requirements as per the terms of the RFP Documents and the LeaseAgreement.

7. **Representations of the Parties**

Each Party represents to the other Parties and also to SRFDCL as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

- (iv) violate any clearance, permit, license, grant, License or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the Project is achieved and till the obligations of the Bidders/SPV under the RFP documents and in accordance with the Lease Agreement remains continue, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not prequalified or upon return of the Bid Security/EMD by SRFDCL to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Consortium Agreement shall be governed by the laws of India.

9.2 The Parties acknowledge and accept that this Agreement will not be amended by the Parties without the prior written consent of SRFDCL.

9.3 The competent courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Consortium Agreement.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

For and on behalf of
LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
SECOND PART by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART by:

(Signature)
(Name)
(Designation)
(Address)

Instruction:

1. *The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favour of the person executing this Agreement for the delegation of power to execute this Agreement on behalf of the Consortium Member.*
3. *For a Consortium Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

ANNEXURE-9: FORMAT OF POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(On Requisite Stamp Paper)

Whereas the Sabarmati Riverfront Development Corporation Limited (“SRFDCL”) on behalf of Ahmedabad Municipal Corporation (AMC) has invited Bids/ Proposals from interested parties for the selection of a lessee for “Construction, Development, Operation and Maintenance of the High Performance Pickleball Centre at Sabarmati Riverfront at Ahmedabad” (the “**Project**” or “**Purpose**”).

Whereas, [●], [●] and [●] (collectively the “**Consortium**” or “**Joint Venture**”) being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and;

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution, with SRFDCL.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, (1) [●] having our registered office at [●], (2) [●] having our registered office at [●] and (3) [●] having our registered office at [●], (the respective names and addresses of the registered office of consortium/members) (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize [●] having its registered office at [●], being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the said Attorney (with power to sub-delegate) to conduct all business and affairs related to the Project for and on behalf of the Consortium and any one of us, during the bidding process and, in the event the Consortium being awarded the work of Construction, Development, Operation and Maintenance of the High Performance Pickleball Centre at Sabarmati Riverfront at Ahmedabad, during the execution of the work and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all Bids/ Proposals, bids and other documents and writings, participate in

bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with SRFDCL, and/or any other Government Agency or authority or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the work of Construction, Development, Operation and Maintenance of the High Performance Pickleball Centre at Sabarmati Riverfront at Ahmedabad and/or upon award thereof till the LeaseAgreement is entered into with SRFDCL.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [●] DAY OF [●], 20[●]

For [●]
(Signature)

.....
(Name & Title)

For [●]
(Signature)

.....
(Name & Title)

For [●]
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.....

(Executants)

(To be executed by all the Members of the Consortium)

Instructions:

- (1) *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.*
- (2) *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.*
- (3) *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE-10: STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Bidder/Lead Member of Consortium)

Date: [●]

To,

Executive Director,

Sabarmati Riverfront Development Corporation Limited (SRFDCL)

2nd Floor, "Riverfront House"

B/h. H.K. Arts College, Between Gandhi & Nehru Bridge,

Pujya Pramukh Swami Marg (Riverfront Road - West)

Ahmedabad - 380009

Sub: Bid for Construction, Development, Operation and Maintenance of the High Performance Pickleball Centre at Sabarmati Riverfront at Ahmedabad

Dear Sir,

We hereby confirm that we/our members in the Consortium (constitution of which has been described in the bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that [●] (insert member's name) will act as the Lead Member of our Consortium.

We have agreed that [●] (insert individual's name) will act as our representative/will act as the representative of the consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorized Signatory

For and on behalf of [●]

ANNEXURE-11: ANTI COLLUSION CERTIFICATE

We hereby certify and confirm that in the preparation and submission of our Proposal for the Construction, Development, Operation and Maintenance of the High Performance Pickleball Centre at Sabarmati Riverfront at Ahmedabad, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Proposal.

Dated this [●] Day of [●], (month/year)

[●]

(Name of the Bidder)

[●]

(Signature of the Authorized Person)

[●]

(Name of the Authorized Person)

ANNEXURE-12: UNDERTAKING REGARDING LITIGATION/ARBITRATION

(To Be Furnished on Company/ Lead Member Letter Head)

To,

Executive Director,

Sabarmati Riverfront Development Corporation Limited (SRFDCL)

2nd Floor, "Riverfront House"

B/h. H.K. Arts College, Between Gandhi & Nehru Bridge,

Pujya Pramukh Swami Marg (Riverfront Road - West)

Ahmedabad - 380009

Sub: Bid for Construction, Development, Operation and Maintenance of the High Performance Pickleball Centre at Sabarmati Riverfront at Ahmedabad

Dear Sir,

We hereby confirm and declare that we, M/s [●], does not have any litigation/Arbitration History with any Government Department/Public Sector Undertaking/Private Sector/or any other agency for which we have Executed/Undertaken the works/Services during the last 5 years.

Thanking you,

Yours faithfully,

Authorized Signatory

For and on behalf of [●]

Date:

ANNEXURE-13: LAYOUT PLAN FOR PROPOSED DEVELOPMENT