



SABARMATI RIVERFRONT DEVELOPMENT CORPORATION LTD.

2nd Floor, "Riverfront House", Behind H. K. Arts College, Between Gandhi & Nehru
Bridge, Puja Pramukh Swami Maharaj Marg (Riverfront - West), Ahmedabad – 380009
Ph. +91-79- 26580430, E Mail: office@srfdcl.com,



Sabarmati Riverfront Development Corporation Ltd. on behalf of Ahmedabad Municipal Corporation invites RFP for (i) Operation and Maintenance of the Sports Complex on the East side of the Sabarmati Riverfront at Ahmedabad (ii) Operation and Maintenance of the Sports Complex on the West side of the Sabarmati Riverfront at Ahmedabad

Both Tender can be downloaded from our website www.sabarmatiriverfront.com/tenders, www.ahmedabadcity.gov.in from 07/06/2023 to 30/06/2023 till 16:00 Hrs.

Date: 07/06/2023

**Executive Director
SRFDCL**

REQUEST FOR PROPOSAL (RFP)

FOR

**SELECTION OF A CONCESSIONAIRE FOR
OPERATION AND MAINTENANCE OF
THE SPORTS COMPLEX ON THE WEST
AND EAST SIDE OF THE SABARMATI
RIVERFRONT AT AHMEDABAD**

MAY-2023



**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 – 380009**

● Tel: 079-26580430 ● Email: office@srfdcl.com
Website: www.sabarmatiriverfront.com

ABSTRACT

Event Description	Date
1. Name of Work	For Operation and Maintenance of the Sports Complex on the West and East Side of the Sabarmati Riverfront in Ahmedabad City, Gujarat, India on a non-exclusive basis.
2. Date of Issue of RFP / Proposal	07/06/2023
3. Last date for receiving queries	14/06/2023 up to 16:00 Hrs. on office@srfdcl.com only. Hard copy of queries shall not be accepted. Queries received after due date and time shall not be entertained.
4. Response to Queries	21/06/2023 will be uploaded on the website.
5. Pre-Bid Meeting	To be held on, 23/06/2023 at 11:00 AM in the office of SRFDCL at 2 nd Floor, Riverfront House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront-West), Ahmedabad-380009, Gujarat.
6. Last Date and Time for Online Submission of Bids	30/06/2023, Time 14:00 Hours
7. Physical submission of RFP Fee, EMD and other RFP documents	01/07/2023, up to 16:00 Hours
8. Time & Date of Opening of Technical Bids	03/07/2023 @ 12:30 Hrs.
9. Opening of Financial Bid	The qualified bidders shall be informed the date through e-mail.
10. Validity of Bids	180 days from the bid due date.
11. Address for communication and clarifications.	General Manager - (A & F) 2 nd Floor, Riverfront House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront-West), Ahmedabad-380009, Gujarat. Email: office@srfdcl.com
12. Address for submission of BID	Office of the SRFDCL 2 nd Floor, Riverfront House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront-West), Ahmedabad-380009, Gujarat. Email: office@srfdcl.com
13. Cost of RFP document	Rs. 10,000/- payable as per this RFP
14. EMD/ Bid Security	Rs. 60,000/- in the form of DD / Bank Guarantee
15. Performance Security	Rs. 6,00,000/- in the form of DD/ Bank Guarantee in favor of Sabarmati Riverfront Development Corporation Limited and payable at Ahmedabad

Signature of Authorized signatory_____

DETAILS TO BE FURNISHED ALONG WITH APPLICATION

Interested Bidders can view these RFP documents online but bidders who are interested in bidding in this RFP can download RFP documents as mentioned above and Bidder who wishes to submit their offer shall pay RFP document fee in the form of Account Payee Non-refundable Demand Draft payable at Ahmedabad drawn on any Nationalized Bank/Scheduled Bank.

RFP Documents are only available in Electronic Form. Bidders shall upload the RFP documents after submitting the DD details for RFP document fees and EMD details online. The Demand Draft towards RFP Document Fees and Earnest Money Deposit before the due date shall be paid as per this RFP. This should be as per details given online and it should be drawn before last date of the uploading of the RFP.

The Bidder shall submit the RFP document along with all the forms electronically as well as physically.

Bidders who wish to participate in this RFP will have to register on www.nprocure.com. Further, Bidders who wish to participate in online tender process will have to procure Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from the below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

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

CONTACTING OFFICER:

In case bidders need any clarification or if training required for participating in online RFP, they can contact the (n) code solution –A division of GNFC Ltd. at the above address.

DOWNLOAD OF RFP DOCUMENT: -

The RFP document for this work is available only in Electronic format which Bidder can download from www.nprocure.com, www.ahmedabadcity.gov.in and www.sabarmatiriverfront.com/tenders/.

Signature of Authorized signatory_____

SUBMISSION OF RFP: -

The bidder shall submit the Technical Proposal in a separate sealed cover duly super scribed and the two sealed covers (i.e. Envelope-1 containing Cost of Document, Bid Security and RFP Document; and Envelope-2 containing Qualification Criteria/Technical Proposal) are to be kept in the outer envelope which should also be sealed and duly super scribed before last date of submission as mentioned in the RFP document.

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

THE BID SHOULD CONSIST OF THE FOLLOWING DOCUMENTS:

Tender fee amount (non-refundable) of **Rs. 10,000/- (Rupees Ten Thousand Only)**& Bid Security (Earnest Money Deposit) for an amount of **Rs. 60,000/- (Rupees Sixty Thousand Only)** in the form of an Account Payee DD, PO, from a Nationalized/Scheduled Bank, in favour of "Sabarmati Riverfront Development Corporation Limited" payable at Ahmedabad. Bid submitted without EMD and RFP Document Fees will be disqualified.

OPENING OF TECHNICAL BID ONLY:

The Qualification Bid / Technical Proposal will be opened on 03/07/2023 at 12:30 Hrs.

The bidder shall submit the Bid Document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process. SRFDCL shall not be held responsible for any sort of delay, or the difficulties faced during the submission of bids online by the bidders due to any issues.

OPENING OF FINANCIAL BID:

It shall be informed to the technically qualified bidders through e-mail. Financial proposals for the eligible and responsive offers will be opened.

Signature of Authorized signatory_____

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Signature of Authorized signatory_____

Disclaimer

Sabarmati Riverfront Development Corporation Limited (SRFDCL), a Special Purpose Vehicle of Ahmedabad Municipal Corporation (AMC) On behalf of Smart City Ahmedabad Development Limited (SCADL) has prepared this document to invite proposals for the scope of work mentioned herein. While SRFDCL has taken due care in the preparation of information contained herein and believes it to be accurate, neither SRFDCL, SCADL, AMC or any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

This information is not intended to be exhaustive. Interested parties are expected to make their own inquiries and research for gathering the insights, knowledge and information that may be required for submitting a bid for the Operations and Maintenance of the Sports Complex on the West and East side of the Sabarmati Riverfront. The information is provided on the basis that it is non-binding on SCADL, SRFDCL, AMC, Government of Gujarat, Government of India or any of its authorities, representatives, or agencies or any of their respective officers, employees, agents or advisors.

SRFDCL reserves the right to not proceed with the bidding process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the bid further with any party submitting a bid.

No reimbursement of cost of any type will be paid to persons or entities submitting the Bid.

Signature of Authorized signatory_____

1. PREAMBLE:

Sabarmati Riverfront Development Corporation Limited (SRFDCL), established by the Ahmedabad Municipal Corporation (AMC), has been entrusted with the task of implementing the Sabarmati Riverfront Project in Ahmedabad. Sports Complex developed by SRFDCL is a part of Smart City Mission (SCM) Projects. Thus, SRFDCL on behalf of Smart City Ahmedabad Development Limited (SCADL) invites Bids from firms/consortium of firms registered in India through applicable incorporation law/regulation and group bids by way of an MOU, for Operation and Maintenance of the Sports Complex on the West and East side of Sabarmati Riverfront at Ahmedabad. The broad scope of work for Bidder includes supplying all necessary sports equipment required under concession for a period of three years and which may be further extendable for two years' subject to satisfactory performance of the Concessionaire and on mutual consent.

The Bids shall be prepared in English and all entries must be typed and written in blue/black ink. Initials of the authorized representative of the Bidder must attest all erasures and alterations made while filling the Bids. Failure to comply with any of these conditions may render the Bid invalid. **A copy of this RFP document signed on all pages must accompany the bid.**

SRFDCL/SCADL/AMC shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. SRFDCL reserves the rights to cancel, terminate, change or modify this process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

The bid evaluation shall be done on the basis of the evaluation method set forth in the document. Only those firms/companies who qualify based on this evaluation method will be qualified bidders for the purpose of opening of financial bid and its evaluation.

The date of opening of financial bids will be communicated in writing to such Bidders at a later date.

2. DEFINITIONS:

"AMC" shall mean Ahmedabad Municipal Corporation established in July 1950 under the Bombay Provincial Corporation Act, 1949, responsible for the civic infrastructure and administration of the city of Ahmedabad.

"SRFDCL" shall mean Sabarmati Riverfront Development Corporation Limited, a Special Purpose Vehicle (SPV) of Ahmedabad Municipal Corporation (AMC), an entity incorporated as a company under the Companies Act, 1956 and entrusted with the task of implementation of the Sabarmati Riverfront Project by the AMC.

“SCADL” shall mean Smart City Ahmedabad Development Limited, a SPV of Ahmedabad Municipal Corporation (AMC) for vendor selection, implementation and operationalization of various Smart City Projects.

“Bid” shall mean the detailed Bid document submitted by the Bidder in response to this RFP including clarifications and/or amendments, if any.

“Bid Security” shall mean the Security furnished by the Bidder, as part of the Detailed Bid.

“Concession Agreement” or **“Agreement”** or **“Contract”** shall mean the Agreement between the SRFDCL and the Successful Bidder (hereinafter referred as the (“Concessionaire”) which allows the Successful Bidder to operate and maintain the Sports Complex on West and East side of the Sabarmati Riverfront granted under the concession against the Concession Fee paid by the successful bidder to SRFDCL and in accordance with the Terms and Conditions of this RFP, Work Order and the Concession Agreement. The RFP document, Work Order, any addendum/amendment/clarification and any communication by SRFDCL, a SPV of AMC on behalf of SCADL shall be deemed to form and be read and construed as part of the Concession Agreement

“Sports Complex on the West Side” shall mean Sports Complex situated on the West side of Riverfront behind NID admeasuring around 37,040 Sq.mt. (including 2 Food Courts on). The Sports Complex includes 4 Cricket Practice Pitch, 4 Tennis Court, 1 Pickle Ball Court/Tennis Court, 2 Basket Ball Court, 2 Basket Ball/Volley Ball Court, 2Skating Ring and Skate Board, 1 utility room, 1 administrative room, 2 Security cabins and 2 toilet blocks with changing rooms (1 for men and 1 for women respectively) along with Open Areas. The store room and the room adjacent to it shall be utilized by SRFDCL or any of its representatives, agencies, their respective officers, employees, agents or advisors.

“Sports Complex on the East Side” shall mean Sports Complex situated on the East side of Riverfront at Shahpur Master Colony admeasuring around 7503 Sq.mt. The Sports Complex includes5 Cricket Practice Pitch, 2 Basket Ball/Volley Ball Court, 1 Administrative Room, 1 Store Room, 1 Food court, 1 Toilet block (1 for men, 1 for women and 1 for differently abled people) with changing room alongwith the toilet for differently abled peopleand 1 Security Cabin. The room next to Store Room shall be utilized by SRFDCL or any of its representatives, agencies, their respective officers, employees, agents or advisors.

“Open Areas on West Side” shall mean jogging track, open area for multiple sports, gymnasium space, children play area space, Parking.

“Open Areas on the East Side” shall mean jogging track, children play area space, gymnasium space, Parking.

“Sports Complexes” shall mean the Sports Complex on the West Side and East Side. The Concessionaire shall operate and maintain both the Sports complexes.

“Due Date” shall mean the last date for submission of bids as mentioned in the RFP.

“Firm” shall mean private service provider, agency, association, entity, a single legal entity, registered as such under applicable law or regulation in India, and/or could be a Government Agency.

“INR” shall mean Indian Rupees

“Work Order” means the letter issued by SRFDCL, a SPV of AMC on behalf of SCADL to the Successful Bidder to undertake and execute this particular Contract in conformity with the Terms and Conditions set forth in this RFP including clarifications and/or amendments and subsequent Agreement.

“Concessionaire” or **“Successful Bidder”** shall mean the selected bidder whose bid has been accepted by SRFDCL for operation and maintenance of the Sports Complex on the West and East side of the Sabarmati Riverfront at Ahmedabad.

“Concession Period” shall mean the tenure of the Concession Period of three(3) years from the date of start of operations or from the completion of Moratorium Period till the early termination of the Concession Period or expiry of the Concession Agreement, whichever is earlier and the concession period may be further extendable for two (2) years' subject to satisfactory performance of the Concessionaire and on mutual consent. A formal written intimation shall be provided by the Concessionaire to SRFDCL about starting of their operations if the works of operation and maintenance is getting started before the completion of Moratorium Period.

“Moratorium Period” shall mean a period of two2months from the date of Work Order.

“Material Adverse Effect” means any act or event of Concessionaire which causes a material financial burden or loss to SRFDCL/SCADL/AMC.

“Performance Security” shall mean the Bank Guarantee to be furnished by a Successful Bidder on or before signing of Concession Agreement as per the terms mentioned in the RFP.

“Taxes and Duties” shall mean the amount quoted by the bidder as Annual Concession Fee to be exclusive of taxes. Concessionaire will have to pay applicable GST additionally and or any other applicable taxes. The Concessionaire is also bound to pay any taxes levied by any other government body/authority. SRFDCL shall not accept any deductions on these payments on account of any statutory levies or for any other reason. The Property Tax shall be borne by SCADL, SPV of AMC every year

“Joint Venture” shall mean Consortium of bidders are permitted to bid. In case of consortium, the bidders will have to jointly meet the qualification criteria. One of the firms would have to be designated as Lead member.

“Memorandum of Understanding (MOU)” shall mean group of bidders permitted to bid for the Operation and Maintenance of the Sports Complexes by way of an MOU. One of the members would have to be designated as Lead member.

“Lead Member” shall mean the member leading the consortium in the Joint Venture Agreement/MOU duly authorized by other members. The representative of Lead Member will be the single point of contact throughout the Concession Period.

“Damages” shall mean any claim of the SRFDCL/SCADL/AMC against the Concessionaire for breach of the Concession Agreement, including but not limited to damages to the facility, dues, arrears any or all present and future outgoings, municipal corporation taxes, rates, levies, or by any other name etc. against which the Concessionaire shall be entitled to claim and adjust the Performance Security.

“Legal Responsibility” Under any circumstances SRFDCL/SCADL/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 Concessionaire or its employees, agents, consultants, representatives, coach, trainers, players during the Concession period in the Sports Complexes. The Concessionaire assures not to do any such act or activity which is against the law in the granted premises and hereby indemnify the SRFDCL/SCADL/AMC from all such events.

“10 hours” shall mean any 10 hours between Monday to Friday, however, not more than 3 hours may be used per day.

Note: Above is not intended to be an exhaustive list of definitions and is given only for guidance.

3. RFP SUMMARY:

Sr. No.	Key Information	Details
1.	RFP for	Selection of Concessionaire for Operation and Maintenance of the Sports Complex on the West and East Side of the Sabarmati Riverfront in Ahmedabad City, Gujarat, India on a non-exclusive basis.
2.	Layout of the Sports Complex (West & East)	<p>Sports Complex on the West side of Sabarmati Riverfront is situated behind NID admeasuring around 37,040 Sq.mt. The Layout of the Sports Complexes' is placed at Annexure-16.</p> <p>Sports Complex on the East side of Sabarmati Riverfront is situated at Shahpur Master Colony admeasuring around 7503 Sq.mt.</p> <p>The Layout of the Sports Complexes' is placed at Annexure-15.</p>
3.	Sports Complex on the West side of the Sabarmati Riverfront	<ul style="list-style-type: none"> • 4 Cricket Practice Pitch, • 4 Tennis Court, • 1 Pickle Ball Court/Tennis Court • 2 Basket Ball Court, • 2 Basket Ball/Volley Ball Court, • 2 Skate Ring, • Skate Board, • 1 Utility Room • 1 Administrative Room • The store room and the room adjacent to it shall be utilized by SRFDCL or any of its representatives, agencies, their respective officers, employees, agents or advisors. • 2 toilet blocks (1 for men and 1 for women respectively) with changing rooms along with toilet for differently abled people • 2 Security cabins • Open Areas like jogging track, open area for multiple sports, gymnasium space, Children Play Area Space, parking. <p>Additional Sports/Activities may be developed/ organized in the Open Areas within that campus by the Concessionaire after seeking necessary approvals from SRFDCL/SCADL/AMC/any concerned authority.</p>

		The specifications of the aforesaid facilities are annexed as Annexure-7.
3.	Sports Complex on the East side of the Sabarmati Riverfront	<ul style="list-style-type: none"> • 5 Cricket Practice Pitch, • 2 Basket Ball/Volley Ball Court, • 1 Administrative Room • 1 Store Room • The room next to Store Room shall be utilized by SRFDCL or any of its representatives, agencies, their respective officers, employees, agents or advisors. • 1 Food court • 1 toilet block (1 for men, 1 for women and 1 for differently abled people) with changing room. • 1 Security Cabin • Open Areas like jogging track, Children Play Area Space, gymnasium space, parking. <p>Additional Sports/Activities may be organized in the Open Areas within that campus by the Concessionaire as per mutual agreement.</p> <p>The specifications of the aforesaid facilities are annexed as Annexure-7.</p>
4.	Qualification Criteria	<p>Prior experience of the Bidder in providing below mentioned facilities: –</p> <ul style="list-style-type: none"> • Bidder should have average turnover as specified in Selection Method during any 3 (three) financial years from the last 5 (five) financial years from the Bid Due Date (2017-18 till 2021-22) from Operations and Maintenance of Sports Facility having multiple Sports or providing coaching & training for multiple Sport fit for competitive Sports. • Experience as specified in Selection Method in Operation and Maintenance of Sports Facility having multiple Sports or providing coaching & training for multiple Sport fit for competitive Sports in the last five (5) years from the bid due date. <p>Certificate from Statutory Auditor/Registered Chartered Accountant specifying the turnover from these activities only during each of the three financial years.</p>
5.	Technical Proposal	Sound and convincing Business Plan for Operation and Maintenance of the Sports Complex – Bidder must submit

		<p>their presentation and provide following details:</p> <ul style="list-style-type: none"> (i) Business Plan, (ii) Innovativeness (iii) Market Compatibility
6..	Joint Venture Agreement/Memorandum of Understanding (MOU) (As Applicable)	<p>In case of Consortium, bidders are permitted to bid and the bidders will have to jointly meet the qualification criteria. In case of MOU, group of bidders are permitted to bid for the Operation and Maintenance of the Sports Complexes by way of an MOU. One of the members of the Joint Venture/MOU would have to be designated as Lead member. Not more than 4 joint venture/MOU shall permitted.</p> <p>A Joint Bidding Agreement/MOU (as applicable) shall be accompanied with the bid as per Annexure-9 or Annexure-11.</p>
7.	Concession Period	<p>The tenure of the Concession Period of three years from the date of start of operations or from the completion of Moratorium Period till the early termination of the Concession period or expiry of the Concession Agreement, whichever is earlier and the concession period may be further extendable for two years' subject to satisfactory performance of the Concessionaire and on mutual consent.</p> <p>A formal written intimation shall be provided by the Concessionaire to SRFDCL about starting of their operations if the works of operation and maintenance is getting started before the completion of Moratorium Period.</p>
8.	Moratorium Period	<p>A period of 2 months from the date of Work Order.</p> <p>In the event that start of operations is delayed beyond 2 months (Moratorium Period) for any reason, the amount of Bid Security shall be forfeited and the Work Order shall be withdrawn and next best bidder may be awarded the work of Operation and Maintenance of the Sports Complex.</p> <p>In this regard, decision of SRFDCL on behalf of SCADL shall be deemed final.</p>
9.	Bid Submission Format	<p>Bidders are required to submit the Bid in following three envelopes</p> <p>a)Envelope 1: Document Fee and Bid Security It shall contain DD for document fee and Bid Security</p>

		<p>This envelope shall be super scribed “Envelope 1: Document Fee and Bid Security”.</p> <p>A copy of this RFP document signed on all pages must accompany the bid.</p> <p>b)Envelope 2: Qualification Criteria and Technical Proposal</p> <p>(1) Bidder Information as per Annexure-2</p> <p>(2) Qualification information and supporting documents as per criteria mentioned in the RFP.</p> <p>(3) Detailed proposal of the bidder on the technical proposal.</p> <p>This envelope shall be super scribed Envelope 2: “Qualification Bid and Technical Proposal”</p> <p><u>Financial Bid quoting the Annual Concession Fees for the Concession Period shall be quoted by the bidder in electronic form only.</u></p> <p>The Annual Concession Fees for the first year shall be quoted by the bidder. The annual concession fees shall be escalated at 5% per annum thereafter for the remaining years. The Concessionaire will have to pay applicable GST additionally and or any other applicable taxes.</p>			
10.	Bid Evaluation	<p>a)Envelope 1: The amount for Document Fee and Bid Security shall has to be as per the RFP or would be disqualified. Envelope 2 of only those Bidders shall be opened who have provided Document Fee/Bid Security, copy of this RFP document signed on all pages as specified in RFP Summary.</p> <p>b)Envelope 2: Assessment of qualification criteria and technical proposal. The Bidders are required to pass in each of the Qualification Criteria.</p> <p>The SRFDCL at its discretion, may ask the bidder for additional details. Financial bids shall be opened of only those bidders whom the SRFDCL may consider as meeting the criteria.</p>			
11. A	Selection Method	<table border="1"> <thead> <tr> <th data-bbox="656 1839 743 1915">Sr. No.</th> <th data-bbox="743 1839 1295 1915">Marking for Qualification Criteria & Technical Proposal</th> <th data-bbox="1295 1839 1446 1915">Marks</th> </tr> </thead> </table>	Sr. No.	Marking for Qualification Criteria & Technical Proposal	Marks
Sr. No.	Marking for Qualification Criteria & Technical Proposal	Marks			

		1.	Bidder having an Average Turnover as following during any three financial years from the last 5 financial years from the Bid Due Date (2017-18 till 2021-22) from Operations and Maintenance of Sports Facility having multiple Sports or providing coaching & training for multiple Sports fit for Competitive Sports: <ul style="list-style-type: none"> • ≥ Rs. 80Lakhs to ≤ Rs. 1 Crore – 15 Marks • >Rs. 1 Crore to ≤ Rs. 1.20 Crores– 20Marks • >Rs. 1.20 Crores – 25 Marks 	25
		2.	Experience in Operation and Maintenance of Sports Facility having multiple Sports or providing coaching & training for multiple Sports fit for competitive Sports in the last 5 years from the Bid Due Date: <ul style="list-style-type: none"> • Above 10 years– 25 Marks • >5 years to <10 years– 15 Mark 	25
		3.	<ul style="list-style-type: none"> • Business Plan, Innovativeness and Market compatibility 	Max. Upto 20
		4.	If the Bidder is a recognized State level Association	10
		5.	<ul style="list-style-type: none"> • If the Bidder already is in possession of Operations and Maintenance of at least one Sports Facility having multiple Sports or providing coaching & training for multiple Sports fit for competitive Sports. 	Max. Upto 20
				100

Qualification Criteria and Technical Proposal will be assigned a score out of a maximum of 100 marks, as per the Marking Method provided as above. **The Bidder scoring ≥ 60 out of 100 marks shall be qualified and eligible for doing the Presentation. The Presentation shall comprise of the following details:**

- 1) Details about your Institutions present Multi Sports Set Up / Coaching & training facility for multiple Sports fit for

		<p>competitive Sports.</p> <ol style="list-style-type: none"> 2) Details about number of Players/Students your Institution has Sports wise. 3) Details about your Players/Students who have participated/won at International/National Level. 4) Road Map to develop talented players from Ahmedabad as professional's and to take them to national/international level. 5) Business plan for utilizing our Sports Set Up for various Competitions at local/national/international level. 6) Optimally utilizing open spaces in our Sports Set up. 7) Expected Charges/Fess to run various Sports activities at SRFDCL Sports Complexes both on West & East side. <p>Above details of the Presentation shall be assigned a score out of a maximum of 100 marks. The Bidder scoring \geq 60 out of 100 marks shall be qualified and eligible for opening of the Financial Bid.</p> <p><u>The Bidder quoting the highest Annual Concession Fees shall be awarded the Work Order.</u></p> <p>SRFDCL retains the right to cancel the bidding process at any stage without assigning any reason whatsoever.</p>
12.	Chargeable rates	<p>Concessionaire may charge/levy membership fees to the Visitors/Players coming to the Sports Park. Charges pertaining to training/coaching/Play & Pay can be levied which shall be reasonable.</p> <p>Concessionaire may be deciding suitable charges for Advanced Training for various Sports.</p> <p>However, Concessionaire shall levy the charges for training/coaching/Play & Pay as per the rates decided by AMC/SRFDCL for 10 hours in a week for general public.</p> <p>SRFDCL may ask the bidder to rationalize the training/coaching/pay and play Fees/Rates to be charged in view of the nature of the project being a public project.The Concessionaire shall submit respective rates/rate chart for all kind of coaching/training for all sports facility.</p>
13.	Bid Validity	180 Days from the date of opening of bid
14.	Bid Security/ EMD	The amount for Bid Security shall be Rs.60,000/- (Rs. Sixty

		<p>Thousand only) in the form of Demand Draft in favor of "Sabarmati Riverfront Development Corporation Limited" and payable at Ahmedabad from Nationalized Bank/Scheduled Bank. The currency of the instrument shall be Indian Rupees.</p>
15.	Performance Security	<p>Performance Security of the value of Rs. 6,00,000/- 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 within 15 days of the Work Order failing which the Work Order issued to the Concessionaire shall be withdrawn immediately and the amount of Bid Security shall be forfeited.</p> <p>In case of Bank Guarantee, the Performance Security should be valid for a period of 12 months from the date of depositing the Performance Security i.e. within 15 days from the date of Work Order. 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.</p> <p>Late payment of Performance Security would attract a late fee of Rs. 1000/- per day shall be levied on the amount of the Performance Security.</p> <p>Performance Security format is set forth in Annexure-5 of this RFP.</p> <p>In absence of renewal of Performance Security within the stipulated time, it shall be constituted as Material Breach of Contract and Concessionaire's Event of Default and shall entitle SRFDCL to terminate the Concession Agreement.</p> <p>The Bank Guarantee as Performance Security shall be encashable in any branch of that Bank at Ahmedabad.</p>
16.	Payment of Upfront Annual Concession Fees	<p>The Financial Proposal submitted by the bidders shall be over and above to the base price for Annual Concession Fees of Rs. 70,00,000/- plus Applicable GST.</p> <p>The Bidder quoting the highest Annual Concession Fees shall be awarded the Work Order.</p>

		<p>Concession Fees for the first quarter shall be payable upfront on or before the signing of the Concession Agreement. The Agreement shall be signed before the completion of Moratorium Period or before starting of the operations, whichever is earlier.</p> <p>Concession Fees is to be paid quarterly for the entire License Period; Such Concession Fees shall be paid within 7 days before starting of the respective quarter. The Annual Concession Fees shall be escalated at the rate of 5% on the Concession Fees of the previous year.</p> <p>Late payment of annual concession fees would attract a late fee of Rs. 1000/- per day.</p> <p>The annual concession fees shall be paid by the concessionaire through suitable electronic mode, as per the instructions of SRFDCL. If the amount of annual concession fees is not paid within stipulated time, then, SRFDCL may take necessary actions against such default. In this regard, the decision of SRFDCL a SPV of AMC on behalf of SCADL shall be deemed final.</p>
17.	Cost of the document	Rs.10,000/- (Rs. 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.
18.	Signing of Concession Agreement	<p>Concession Agreement shall be signed between SRFDCL and Concessionaire incorporating the terms of the RFP as directed by SRFDCL and any additions and modifications thereof. The Concessionaire shall submit a formal written intimation about starting of their operations if the works of operation and maintenance is getting started before the completion of Moratorium Period before signing the Concession Agreement.</p> <p>The Successful Bidder shall deposit the amount of Performance Security and Upfront Concession Fees for the first quarter on or before the Signing of the Concession Agreement.</p> <p>The Concession Agreement shall be signed before completion of Moratorium Period or before starting of the operations, whichever is earlier.</p>
19.	Bidding Document	(Download the document from

	Available From	websites www.sabarmatiriverfront.com OR https://www.nprocu.re.com OR http://ahmedabadcity.gov.in/ From 07/06/2023 to 30/06/2023 till 16:00 Hrs.
20.	Last Date of receipt of queries	Queries, if any, can be mailed to office@srfdcl.com on or before 14/06/2023 up to 16:00 Hrs. Hard copy of the queries shall not be accepted. Queries received after due date and time shall not be entertained
21.	Response to the queries	Response to the queries shall be uploaded on the www.sabarmatiriverfront.com/tenders/ and https://www.nprocure.com and www.ahmedabadcity.gov.in by way of an addendum.
22.	Pre-bid Meeting	Pre-bid meeting shall be held on, 23/06/2023 at 11:00 Hrs. in the office of SRFDCL at 2 nd Floor, Riverfront House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront West), Ahmedabad- 380009, Gujarat Bidders are required to send all their queries in English Language (in MS Word document) to office@srfdcl.com or before 21/06/2023. Hard copy of the queries shall not be accepted. Queries received after due date and time shall not be entertained
23.	Last Date of receipt of Bids	Upto 01/07/2023 at 16:00 Hrs. at the office of SRFDCL at 2 nd Floor, Riverfront House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront-West), Ahmedabad- 380009, Gujarat.
24.	Date of opening of Bid	On 03/07/2023 at 12:30 Hrs. at the office of SRFDCL at 2 nd Floor, Riverfront House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront-West), Ahmedabad- 380009, Gujarat
25.	Damages for Breach of Safety or Conditions of RFP	The Concessionaire shall have to pay damages for breach of any obligations or deviation from the scope of its activities. The damages shall be decided by SRFDCL and shall be commensurate with type of breach. In this regard decision of SRFDCL shall be deemed final.
26.	Taxes	The amount quoted by the bidder as Annual Concession Fee shall be exclusive of taxes. Concessionaire will have to pay applicable GST additionally and or any other applicable taxes. The Concessionaire is also bound to pay any taxes levied by any other government body/authority. SRFDCL shall not accept any deductions on these payments on account of any statutory levies or for any other reason. The Property Tax shall be borne by SCADL, SPV of AMC every year

27.	Insurance	The interested private service providers/agencies/entities/association shall insure its sports equipment or any other items and, if installed within the Sports Complex and persons/employee working or visiting, players, coaches, trainers etc. visiting Sports Complex against all risks at its own cost and shall also be responsible for the persons/employee working or visiting, players, coaches, trainers etc. visiting Sports Complex.
28.	Parking	The Parking shall be exclusively utilized by the Concessionaire for the purpose of this Sports Complexes. No commercial activity shall be permitted in the Parking space. The maintenance of the Parking which is a part of Sports Complexes shall be the responsibility of the Concessionaire.

4. INSTRUCTIONS TO BIDDERS FOR BID SUBMISSION:

1) About the Contract – Bidding criteria

The Concession to be awarded as per this RFP shall have to supply necessary sports equipment and shall also maintain the aforesaid courts, provide necessary training, organize events etc. The Concessionaire shall ensure that the Sports Complex is in good condition to the satisfaction of SRFDCL/SCADL/AMC apart from maintaining good hygiene, cleanliness, upkeep of equipment and courts and making it available for the general public and fulfilment of other such objectives incidental to and in conformity with this Concession.

The Contract/Concession shall come into force and remain into force only if following conditions are satisfied:

- i. Performance Security (PS) has been paid within the time specified in the RFP Summary of this RFP document.
- ii. Concession Fees are paid within the time specified in RFP Summary or within any time permitted by SRFDCL.
- iii. Agreement has been executed within the period as specified in the Work Order and RFP.

The Bidder shall have to specify the amount of Annual Concession Fee that he offers to pay to the SRFDCL for the Concession Period as specified in the RFP Summary, using the format for the Financial Bid in the Annexure-6.

The Annual Concession Fees shall be paid by the successful bidder as per this RFP.

The Annual Concession Fees and the Performance Security for the succeeding years shall be increased as per the terms in this RFP.

In the event that start of operations is delayed beyond 2months (Moratorium Period) for any reason, the amount of Bid Security shall be forfeited and the Work Order shall be withdrawn and next best bidder may be awarded the work of operation and maintenance of the Sports Complex. In this regard, decision of SRFDCL on behalf of SCADL shall be deemed final.

The Performance Evaluation of Concessionaire shall be held at the end of every year during Concession period or as scheduled by the SRFDCL or the Concerned Authority. Discrepancy noticed or instructions issued by SRFDCL shall be rectified/complied by Concessionaire within a period of 15 days, failing which SRFDCL reserves right to impose fine/penalty as deemed fit by SRFDCL or the Concerned Authority. Deliberate or wilful noncompliance of SRFDCL's written instructions shall constitute Material breach and Concessionaire Event of Default that shall entitle SRFDCL to encash Performance Security and or terminate Concession Agreement after giving 30 days notice to the Concessionaire. Such termination of Concession Agreement and forfeiture of Performance Security by SRFDCL after adjustment of all dues what so ever shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.

In the event, performance of Concessionaire is not found satisfactory, the SRFDCL has full discretion to terminate the Agreement subject to the rights of SRFDCL/SCADL/AMC to receive any dues or damages, if any.

2) Right of SRFDCL to accept or reject any Bid

The SRFDCL, a SPV of AMC on behalf of SCADL may accept the bid which will be best suited in all aspects. The decision of the SRFDCL shall be deemed final in these aspects. The SRFDCL also reserves the right to accept or reject any or part of any bid/entire bid or all the bids without assigning any reason thereof.

3) Documents Constituting Bid

The RFP documents comprise the following and are to be read together:

- (i) This RFP document, and any other documents required to be submitted as specified in Bid Submission Format.
- (ii) Other documents constituting the RFP and acceptance thereof and shall be deemed to include any amendments, modifications to the RFP document or its constituent document.

4) Contents of Bid Submission

Bidders shall be required to submit the Bid in following two envelopes. The contents of each envelope are as follows:

a) Envelope 1: Cost of Document and Bid Security

The amount for Bid Security shall be **Rs. 60,000/- (Rs. Sixty Thousand only)** in the form of Demand Draft in favour of "Sabarmati Riverfront Development Corporation Limited" and payable at Ahmedabad from Nationalized Bank/Scheduled Bank.

This envelope shall be super scribed "Envelope 1: Document Fee and Bid Security"

Bid Security:

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security/EMD of the amount mentioned in the RFP Summary in the form of Demand Draft from Nationalized bank/Scheduled Bank.

- 1) Bid Security shall be placed in Envelope 1.
- 2) The amount of bid security of the successful bidder shall be adjusted in the Annual Concession Fees.
- 3) Bids not accompanied with requisite EMD shall be summarily rejected.
- 4) The bid security shall be returned to the bidder or may be collected by the bidder whose bid has not been accepted by the SRFDCL.
- 5) Bid security is a non-interest-bearing deposit.

Bid security may stand forfeited in the following situations:

- 1) In case of revision and/or modification of terms of bid or withdrawal of bid during the bid validity period.
- 2) In case of bidder demands transfer of contract before acceptance of offer or after acceptance of offer.
- 3) For the successful bidder, if the Performance Security is not deposited within the stipulated time period as per RFP.
- 4) If the agreement is not executed within the time period specified in the Work Order/RFP.
- 5) If the Concessionaire wants to withdraw before signing of Agreement.
- 6) In the event, bidder, after the issue of communication of Work Order by the SRFDCL, fails/refuses to start/execute the work as herein the bidder shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the bidder's calculated and wilful breach of 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 Bid security deposited in terms of this bid documents.
- 7) 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.

A copy of this RFP document signed on all pages must accompany the bid.

b) Envelope 2: Qualification Criteria and Technical Proposal

1. Bidder Information as per Annexure –2.
2. Qualification information and supporting documents as per the criteria.
3. Detailed technical proposal of the bidder including the details

This envelope shall be super scribed Envelope 2: “Qualification Criteria and Technical Proposal”

The Annual Concession Fees for the first year shall be quoted by the bidder. The annual concession fees shall be escalated at 5% per annum thereafter for the remaining years. The Concessionaire will have to pay applicable GST additionally and or any other applicable taxes.

Both envelopes shall be placed in one outer Envelope. This outer envelope shall be super scribed “**RFP FOR SELECTION OF A CONCESSIONAIRE FOR OPERATION AND MAINTENANCE OF THE SPORTS COMPLEX ON THE WEST AND EAST SIDE OF THE SABARMATI RIVERFRONT AT AHMEDABAD**” and submit to before the Bid Submission Date. The address for submission and bid submission date are specified in the RFP Summary.

5) Performance Security

- a. Concessionaire shall, for due and punctual performance of its obligations during the Concession Period, deliver to SRFDCL, simultaneously with the execution of the Concession Agreement, an unconditional and irrevocable Bank Guarantee as Performance Security as mentioned in the RFP Summary of this RFP.
- b. The Concessionaire shall deposit the amount of Performance Security within 15 days from the date of Work Order failing which the Work Order issued to the Concessionaire shall be withdrawn immediately and the amount of Bid Security shall be forfeited.
- c. In case of Bank Guarantee, the Performance Security should be valid for a period of 12 months from the date of depositing the Performance Security i.e. within 15 days from the date of Work Order. 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.
- d. Late payment of Performance Security would attract a late fee of Rs. 1000/- per day.
- e. In absence of renewal of Performance Security within the stipulated time, it shall be constituted as Material Breach of Contract and Concessionaire’s Event of Default and shall entitle SRFDCL to terminate the Concession Agreement.
- f. The Bank Guarantee as Performance Security shall be encashable in any branch of that Bank at Ahmedabad.
- g. The Performance security shall not bear any interest and the Concessionaire shall not have any claim on the interest on Performance Security.

- h. Provided that if the Concession is terminated due to any Event of Default other than Concessionaire's Event of Default, the Performance Security shall, subject to SRFDCL'S right to receive amounts, if any, due from Concessionaire under this Concession, be duly discharged and released to Concessionaire.

Fresh Performance Security

In the event of the encashment of the Performance Security by SRFDCL pursuant to Encashment Notice issued, Concessionaire shall within 10 (ten) days of the Encashment Notice, furnish fresh Performance Security to SRFDCL, failing which the SRFDCL shall be entitled to terminate this Concession. The SRFDCL shall be entitled to encash the Performance Security fully or partially as the case may be through notice of 30 (thirty) days if any Event of Default not being remedied by the Concessionaire despite notice from the SRFDCL.

Whenever any claim against the Concessionaire for payment of sum of money arises out of or under the Contract, SRFDCL shall be entitled to recover such sums or any sum then due or which at any time there may become due from the Concessionaire under this contract from Performance Security with the SRFDCL. Should this sum be not sufficient to cover the recoverable amount, the Concessionaire shall pay to the SRFDCL on demand the balance remaining due.

Performance Security shall be forfeited in following situations:

- a. Concession Fee has not been paid within the period specified in the RFP Summary.
- b. If the Concessionaire is found guilty of not following any of the terms and conditions of RFP/Work Order/Concession Agreement.
- c. If the Concessionaire fails to pay the damages, compensation if any, applied on him for breach of performance standards.
- d. If the contract is terminated in event of Concessionaire event of default.

6) Bid Evaluation Method and Selection Method:

Bid Evaluation Method:

The Bidders are required to submit the Bid as per the terms of this RFP. The Bid Evaluations shall be carried out for each envelope. The detailed Bid Evaluation process is described below.

- a) Envelope 1: Check for Document Fees and Bid Security.
This envelope shall be super scribed "Envelope 1: Document Fee and Bid Security"

The Envelope 2 of only those Bidders shall be opened who have provided Document Fees and Bid Security as specified in Bid Summary.

A copy of this RFP document signed on all pages must accompany the bid.

- b) Envelope 2: Assessment of Bidders Information and Technical proposal.
This envelope shall be super scribed "Envelope 2: "Qualification Criteria and Technical Proposal"

In order to qualify for next stage of Financial Bid opening, Bidders are required to fulfil the Qualification and Technical Criteria.

The Bids of the Bidders not submitting the Demand Draft for Bid Security shall be rejected and their Bid shall not be considered for evaluation of Financial Bid. The SRFDCL'S decision in this regard shall be deemed final.

Selection Method:

Sr. No.	Marking for Qualification Criteria & Technical Proposal	Marks
1.	Bidder having an Average Turnover as following during any three financial years from the last 5 financial years from the Bid Due Date (2017-18 till 2021-22) from Operations and Maintenance of Sports Facility having multiple Sports or providing coaching & training for multiple Sports fit for Competitive Sports: <ul style="list-style-type: none"> • \geq Rs. 80 Lakhs to \leq Rs. 1 Crore – 15 Marks • $>$ Rs. 1 Crore to \leq Rs. 1.20 Crores – 20 Marks • $>$ Rs. 1.20 Crores – 25 Marks 	25
2.	Experience in Operation and Maintenance of Sports Facility having multiple Sports or providing coaching & training for multiple Sports fit for competitive Sports in the last 5 years from the Bid Due Date: <ul style="list-style-type: none"> • Above 10 years– 25 Marks • $>$5 years to $<$10 years– 15 Mark 	25
3.	<ul style="list-style-type: none"> • Business Plan, Innovativeness and Market compatibility 	Max. Up to 20
4.	If the Bidder is a recognized State level Association	10
5.	<ul style="list-style-type: none"> • If the Bidder already is in possession of Operations and Maintenance of atleast one Sports Facility having multiple Sports or providing coaching & training for multiple Sports fit for competitive Sports. 	Max. Up to 20
		100

Qualification Criteria and Technical Proposal will be assigned a score out of a maximum of 100 marks, as per the Marking Method provided as above. **The Bidder scoring \geq 60 out of 100 marks shall be qualified and eligible for doing the Presentation. The Presentation shall comprise of the following details:**

1. Details about your Institutions present Multi Sports Set Up / Coaching & training facility for multiple Sports fit for competitive Sports.
2. Details about number of Players/Students your Institution has Sports wise.
3. Details about your Players/Students who have participated/won at International/National Level.
4. Road Map to develop talented players from Ahmedabad as professional's and to take them to national/international level.
5. Business plan for utilizing our Sports Set Up for various Competitions at local/national/international level.
6. Optimally utilizing open spaces in our Sports Set up.
7. Expected Charges/Fess to run various Sports activities at SRFDCL Sports Complexes both on West & East side.

Above details of the Presentation shall be assigned a score out of a maximum of 100 marks. **The Bidder scoring ≥ 60 out of 100 marks shall be qualified and eligible for opening of the Financial Bid.**

The Bidder quoting the highest Annual Concession Fees shall be awarded the Work Order.

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

Tests of Responsiveness:

Prior to evaluation of Bids, SRFDCL shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:

- i. it is received as per the format at Annexure-1;
- ii. it is received by the Bid Due Date including any extension thereof;
- iii. it is signed, sealed, bound together in hard cover and marked as stipulated in the RFP;
- iv. it is accompanied by the Bid Security as specified in RFP;
- v. it is accompanied by the Power(s) of Attorney as specified in Annexure-8 and Annexure-10, as the case may be;
- vi. it is accompanied as per the formats annexed at Annexure – 1, 2, 3, 4, 5, 6, 8, 9 or 11 (as applicable), 10, 12, 13 and 14.
- vii. it is accompanied by declaration of bidder on Requisite Stamp Paper, for being not banned / blacklisted by any Government Agency/ Organization.
- viii. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- ix. it does not contain any condition or qualification; and
- x. it is accompanied by the Document Fees as specified in RFP Summary.
- xi. it is not non-responsive in terms hereof.

7) Bid Signatory

The bidder will 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 will be required to be attached with the qualifying bid.

a. Validity Period

Bids shall remain valid for a period of 180 days from the bid due date. SRFDCL reserves the right to reject a bid which is valid for a period less than so specified and also shall not be liable to send an intimation of any such rejection to such bidder.

b. Extension of Period of Validity

In exceptional circumstances, SRFDCL may solicit the Bidder's consent for extension of bid validity period. Any such proposal by the SRFDCL and the response thereto shall be made in writing and such extension by the Bidder should be unconditional

c. Modification and Withdrawal of Bid

No bid may be withdrawn in the interval between the bid due date and the expiration of the validity period.

d. Right to call for more information /documents

If during bid evaluation, the SRFDCL finds certain information or documents not having been submitted by the bidder, of being made available partially only, SRFDCL may, at its sole and absolute discretion retains the right to

- a) evaluate the bid based on submitted documents only, or,
- b) ask for the missing information or documents from the bidders

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

8) Amendment of RFP

- a) SRFDCL, at its sole discretion, whether on its own initiative or in response to a query raised or clarifications requested by a Bidder in writing or at the Pre-Bid Meeting, may modify the RFP by issuing an Addendum before the Bid Due Date.
- b) Any Addendum issued before Bid Due Date shall form part of the RFP and shall be published on www.sabarmatiriverfront.com/tenders/, www.ahmedabadcity.gov.in and <https://www.nprocure.com>.
- c) In order to afford the Bidder a reasonable time for taking an Addendum into account, or for any other reason, SRFDCL may, at its own discretion, extend the Bid Due Date.
- d) Each Addendum shall be binding to the Bidders and SRFDCL will assume no responsibility for non-receipt of the Addendum by any Bidder.
- e) SRFDCL may, at its sole discretion, extend the Bid Due Date.
- f) Any oral statements made by SRFDCL regarding the Bidding Process, the RFP, the

draft Concession Agreement or on any other matter, including oral clarifications or information provided by or on behalf of SRFDCL at the Pre-Bid Meeting or the minutes of the Pre-Bid Meeting shall not be considered as amending the RFP.

- g) Any Addendums to the RFP, must be taken into account by the Bidder in its Bid.
- h) SRFDCL assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the RFP or for any consequent losses suffered by the Bidder.

5. SCOPE OF THE WORK AND GENERAL CONDITIONS OF CONCESSION:

a) Scope of Work under the Concession

The scope of the work of the Concessionaire being granted the Concession for Operation and Maintenance of the Sports complex on the West and East side of the Sabarmati Riverfront shall be as follows:

1. The Concessionaire will have to supply necessary sports equipment and shall also maintain the aforesaid courts, provide necessary training, organize events etc.
2. The Concessionaire shall ensure that the Sports Complexes are properly maintained and is up to the satisfaction of SRFDCL/SCADL/AMC apart from maintaining good hygiene, cleanliness, upkeep of equipment and courts and making it available for the general public.
3. All the sports equipment must be of international standard company.
4. The Concessionaire should encourage local, regional, national and international sports competitions in the Sports Complexes.
5. The Concessionaire will have to appoint qualified trainers/coach for different sports in the Sports Complexes. The number of trainers/coaches shall be in accordance with the number of the players enrolled for that sport.
6. The Concessionaire will have to appoint qualified staff and security for operation and maintenance of the Sports Complexes.
7. The Concessionaire shall employ coaches having NIS Certificate and/or must have 3 years track record to establish their professional credentials. The Concessionaire shall submit the copy of Certificate and details before SRFDCL as and when the coaches are appointed.
8. The Concessionaire shall insure its sports equipment or any other items, if installed within the Sports Complex and persons/employee working or visiting, players, coaches, trainers etc. visiting Sports Complex against all risks at its own cost and shall also be responsible for the persons/employee working or visiting, players, coaches, trainers etc. visiting Sports Complexes.
9. The Concessionaire shall possess great flexibility to cope with the many tasks involved in the day-to-day operation of the Sports Complexes.
10. The Concessionaire will have to appoint staff having skills in personnel management, training, leadership, communication etc.
11. The Concessionaire shall keep the Sports Complexes available for SRFDCL/SCADL/AMC for any reason whatsoever for requisite number of days. However, the concessionaire may raise Debit Note for the loss for that

specified period and for that specific court 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.

12. The concessionaire shall not claim any reimbursement/claims/charges for any loss for the period in which repairing work is undertaken by SRFDCL.
13. The Concessionaire shall ensure that the food and beverages offered in the Food court of the Sports Complex on the East Side are healthy, hygienic and relatable and as per the best industry standards with requisite Certifications/obligations. The SRFDCL/AMC/SCADL/any concerned authority shall have access to the Food Court to inspect the quality of food and beverages from time to time. The Concessionaire shall obtain all necessary approvals and sanctions for operation of the Food Court in the Sports Complex on the East Side. The Concessionaire may do tie-up or enter into an MOU with a suitable vendor for operating the Food Court in the Sports Complex on the East Side.
14. The Tender Process for leasing 2 Food Courts in the Sports Complex on the West Side is initiated and the Work Order to the successful bidders would be awarded shortly.
15. The Parking shall be exclusively utilized by the Concessionaire for the purpose of this Sports Complex. No commercial activity shall be permitted in the Parking space. The maintenance of the Parking which is a part of Sports Complex shall be the responsibility of the Concessionaire.
16. The Concessionaire shall perform and fulfil all other obligations in accordance with the provisions of the Concession Agreement, and the matter incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire.

b) General Conditions of the Concessionaire

1. The Sports Complex on both West and East side of the 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 Concessionaire shall not deviate from the main objective of the Sports Complex at Sabarmati Riverfront. In case of default, the decision of SRFDCL, a SPV of AMC on behalf of SCADL shall be deemed final and binding.
2. In case of default in maintaining standards of the Sports Complex, the Concession Agreement shall be terminated.
3. The entry for the general public shall be free from 6 am to 8 am for using Jogging Track only (for walking & jogging) in the Sports Complexes. General Public shall not be allowed to access any Courts and the Open Areas of the Sports Complexes. The Concessionaire shall provide respective identification cards to its staff, players, coaches, trainers etc.
4. Concessionaire may charge/levy membership fees to the Visitors/Players coming to the Sports Park. Charges pertaining to training/coaching/Play &

Pay can be levied. SRFDCL may ask the bidder to rationalize the training/coaching/pay and play Fees/Rates to be charged in view of the nature of the project being a public project. The Concessionaire shall submit respective rates/rate chart for all kind of coaching/training for all sports facility. Concessionaire may decide suitable charges for Advanced Training for various Sports. However, Concessionaire shall levy the charges for training/coaching/Play & Pay as per the rates decided by AMC/SRFDCL for 10 hours in a week for general public.

5. The rules, regulations and guidelines by SRFDCL/AMC shall be followed by the Concessionaire for the entry of local public from time to time.
6. The Concessionaire shall be responsible to monitor and manage the entry of the people in the Sports Complexes who have not opted for any of the Sports Facilities.
7. The Concessionaire shall maintain the record of the number of players/visitors/coaches/trainers/staff using the Sports Complexes. The same shall be inspected by SRFDCL from time to time.
8. The Concessionaire shall ensure that the Sports Complexes are made available for any local, regional, national or international competition at any given time for requisite number of days.
9. The Concessionaire shall ensure that the Sports Complexes are made available to SRFDCL/SCADL/AMC for any event for requisite number of days. However, the concessionaire may raise Debit Note for the loss for that specified period and for that specific court 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.
10. The Concessionaire shall ensure that all the rules, regulations and guidelines of COVID-19 Pandemic and any such future rules, regulations or guidelines pertaining to any emergency situation, lockdown etc. are to be followed.
11. The responsibility of safety of all the players, coaches, trainers, visitors, people using such Sports Complex shall vest with the Concessionaire and in no event will SRFDCL/SCADL/AMC/any Concerned Authority assume such responsibility or liability or for payment of any compensation. The Concessionaire shall be required to take adequate insurance to cover such risks.
12. The Concessionaire shall immediately notify and report all minor/major accidents in the Sports Complexes to the SRFDCL.
13. The SRFDCL/AMC/SCADL or its authorized representatives shall have access at all hours to the site or any part thereof and inspect the services provided by the Concessionaire.
14. The Concessionaire shall abide by all rules and regulations, orders and instructions that SRFDCL/SCADL/AMC/Government of Gujarat/any Concerned Authority may make from time to time or adopt or issue for the safety and Operations and Maintenance of Sports Complexes.

15. Upon the completion of the Concession Period, the Concessionaire shall vacate the locations peacefully.
16. Any infrastructure in the Sports Complexes or any element of the surrounding environment that is observed by the SRFDCL to be damaged/polluted owing to direct neglect by the Concessionaire shall be required to be made good by the Concessionaire at its own expense. The Concessionaire's inability to do so shall attract damages as may be deemed fit by the SRFDCL.
17. Any offence on the area will be under the jurisdiction of the concerned police station of Ahmedabad.
18. Take all reasonable precautions for the prevention of accidents at the Sports Complexes and the Locations and the surrounding environment.
19. The concessionaire 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 Sports Complexes.
20. Not to place or create nor to permit any person claiming through or under the Concessionaire to create or place any Encumbrance over all or any part of the Sports Complexes, or on any rights of the Concessionaire therein, save and except as expressly set forth in this RFP;
21. 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 Concession Period in terms of the Concession Agreement for the Project.
22. Concessionaire shall make available at any time copy of RFP and proposal, Agreement and copies of all documents relating to safety and its safety standards for inspection, to the SRFDCL/SCADL/AMC/any Concerned Authority or its representative at their own cost.
23. Concessionaire shall comply with the laws of land including notifications and guidelines from Ministry of Sports and Youth Affairs issued from time to time, National Sports Policy and/or any notifications/guidelines/rules by Sports Law and Welfare Association of India, Sports Authority of India, the Sports Broadcasting Law in India or any applicable law, for Operation and Maintenance of the Sports Complexes. SRFDCL/SCADL/AMC shall not be held liable for any change/modification in these laws/guidelines/rules which adversely affect this Agreement. Concessionaire shall have no right/claim in this regard, whatsoever the reason may be.

6. GENERAL OBLIGATIONS:

In addition to and not in derogation or substitution of any of the obligations set out elsewhere in this RFP:

a) General Obligations of the Concessionaire:

The Concessionaire shall at its own cost and expense:

Signature of Authorized signatory_____

1. Provide for all the sports equipment and manpower required for operation and maintenance of the Sports Complexes including as per the terms and conditions of this RFP and the proposal submitted by Concessionaire.
2. The Concessionaire shall provide the required lockers in the Changing Rooms (male and female) at his own cost. The locker design shall be finalized in consultation with SRFDCL.
3. Obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance with thereof at all times for execution of its obligations.
4. Ensure compatibility of the Sports Complexes with the surrounding environment.
5. Ensure that required number of communications and CCTV cameras are placed at strategic places in the Sports Complexes and are fully operative.
6. The Concessionaire shall ensure that the food and beverages offered in the Food courts of the Sports Complexes are healthy, hygienic and relatable and as per the best industry practices. The SRFDCL/AMC/SCADL/any concerned authority shall have access to the Food Court to inspect the quality of food and beverages from time to time. The Concessionaire shall obtain all necessary approvals and sanctions for operation of the Food Court in the Sports Complex on the East Side granted under this concession.
7. 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 Concession.
8. Take all reasonable precautions for the prevention of accidents at the Sports Complexes along with the Parking Space and the surrounding environment.
9. Not to place or create nor to permit any person claiming through or under the Concessionaire to create or place any Encumbrance over all or any part of the Sports Complexes, or on any rights of the Concessionaire therein, save and except as expressly set forth in this RFP;
10. Take insurance as mentioned in RFP and maintain the same all time during the Concession Period.
11. To make regular payment of Concession Fees to the SRFDCL. Late payment of annual concession fees would attract a late fee of Rs. 1000/- per day. In case of default, the concession agreement may be terminated. In this regard, the decision of SRFDCL, a SPV of AMC on behalf of SCADL shall be deemed final.
12. The concession fees shall be paid by the concessionaire through suitable electronic mode, as per the instructions of SRFDCL. Concession Fees for the first quarter shall be payable upfront on or before the signing of the Concession Agreement. The Agreement shall be signed before the completion of Moratorium Period or before starting of the operations, whichever is earlier.
13. Concession Fees for the first quarter shall be payable upfront on or before the signing of the Concession Agreement. The Agreement shall be signed before the completion of Moratorium Period or before starting of the operations, whichever is earlier. In this regard, the decision of SRFDCL a SPV of AMC on behalf of SCADL shall be deemed final.

14. Concession Fees is to be paid quarterly for the entire License Period; Such Concession Fees shall be paid within 7 days before starting of the respective quarter. The Annual Concession Fees shall be escalated at the rate of 5% on the Concession Fees of the previous year.
15. 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 Concession Period in terms of the Concession Agreement for the Project.
16. 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;
17. Concessionaire shall make available at any time copy of RFP and proposal, Concession Agreement and copies of all documents relating to safety and its safety standards for inspection, to the SRFDCL/SCADL/AMC/any Concerned Authority or its representative at their own cost.
18. The charges/expenses for water, electricity etc. shall be arranged and borne by the Concessionaire.
19. The concessionaire shall be responsible for the housekeeping of the Sports Complexes and shall borne the housekeeping expenses.
20. The concessionaire shall follow all the rules, regulations or guidelines by Concerned Authority regarding the COVID-19 Pandemic or any future emergencies, lockdown etc.
21. The concessionaire shall ensure that no structural damage is caused to the existing facilities & other permanent structures of the property of SRFDCL/AMC or any of its agency's property as a result of his activities or any of its agents, contractors, etc.
22. Payment of all charges, lawyer's fees, stamp duties etc. for registration of Concession Agreement shall be borne by Concessionaire only.
23. The Court at Ahmedabad shall have the exclusive jurisdiction to try all disputes between the parties arising out of the contract.

b) General Obligations of SRFDCL:

The development of Sports Complex is done by SRFDCL on behalf of SCADL and for that various agencies were involved in developing the different components of the Sports Complexes.

Further, details of the maintenance of the Sports Complex for electrical works, synthetic surface works, civil works, Irrigation & Fountain works and Horticulture works as per contract agreement of SRFDCL with the concerned contractor is mentioned below and which is applicable till May, 2026 based on the prescribed amount for each item / activities. Concessionary may utilize this arrangement on

payment basis till may 2026 as per their requirement or can arrange for this by their own.

However, the responsibility for the Operations and Maintenance of the entire Sports Complex lies with the Concessionaire for the day to day maintenance, housekeeping, hygiene, security etc. as per this RFP.

i. Maintenance for Electrical works:

Providing annual maintenance/service and operation due to technical default of electrical items installed in the Sports Complexes listed below:

Sr. No.	Item	Model	Make	West side
1	195W Flood Light	Model No. BVP483 LED235 CW SWB	Philips	190
2	195W Flood Light	Model No. BVP483 LED235 CW AWB	Philips	206
3	195W Flood Light	Model No. BVP483 LED235 CW NB	Philips	56
4	40W Post top Light	BGP161 LED2500/NW PSU 220-240V 7043	Philips	250
5	12W Surface Down light	LCDSPL-S-12-NW	Crompton	100
6	15W Cylinder light	Cylin 7345 15W 4000K	K-lite	65
7	Bulkhead	LBHP-10-CDL	Crompton	6
8	8 Feet Linier light	Model No. SP 780 P LED52-4000 PSU W5 OD WH	Philips	7
9	4 feet Linier Light	Model No. SP 780 P LED26S-4000 PSU W5 OD WH	Philips	12
10	4 Feet Tube Light	BN021	Philips	45
11	1200mm Ceiling Fan	HS Plus	Crompton	20
12	Ex fan	-	Bajaj	12

Sr. No.	Item	Model	Make	East side
1	195W Flood Light	Model No. BVP483 LED235 CW SWB	Philips	38
2	195W Flood Light	Model No. BVP483 LED235 CW AWB	Philips	40
3	40W Post top Light	KJ-001(ARCHNER) - 40 TO 45 WATT NW	Keslec	70

Sr. No.	Item	Model	Make	East side
4	12W Surface Down light	LCDSPL-S-12-NW	Crompton	22
5	15W Cylinder light	Cylin 7345 15W 4000K	K-lite	10
6	Bulkhead	LBHP-10-CDL	Crompton	3
7	4 feet Linier Light	Model No. SP 780 P LED26S-4000 PSU W5 OD WH	Philips	8
8	4 Feet Tube Light	BN021	Philips	12
9	1200mm Ceiling Fan	HS Plus	Crompton	6
10	Ex fan	-	Bajaj	4

Note:

- a. If the electrical items are not in working condition due to any technical fault, then, SRFDCL shall install/repair that electrical item.
- b. If the electrical items are damaged due to the negligence on the part of the Concessionaire like, theft, robbery, due to any player/visitor etc., then Concessionaire shall reinstall/repair that electrical item.
- c. The Concessionaire shall install the electrical item as per the make and specifications of SRFDCL.
- d. The reinstallation/repairing shall be reviewed and approved by SRFDCL.

ii. Maintenance for Synthetic surface works:

Providing annual maintenance service for all the synthetic surfaces. The surfaces shall be washed periodically with water without any chemical/detergent for removing dirt. Periodical brooming with soft bristles broom for removing dust, dirt, leaves and any other unwanted material.

iii. Maintenance for Civil works:

Providing maintenance service for civil works including replacement of existing damaged flooring, plaster, paint, concrete works etc. and all the other civil works.

iv. Maintenance for Irrigation and Fountain works:

Providing daily operation of Irrigation System by using Automation, Routine Check-up of Pump Station, Cleaning of Screen Filter, Checking Cable Connection, Valves & Servicing them as per requirement. Attending minor repair works as & when required.

v. Maintenance for Horticulture works:

Complete maintenance of green area including plants with water including weeding, hoeing, watering, pruning application of good earth, manure,

insecticides, fungicides & fertilizers, security of plants disposal of garden rubbish from the premises to be approved municipal dumping ground replacing casualty of plants (occurred due to any reason) by healthy plants.

Aforesaid maintenance by SRFDCL would be done in the non-operational hours of the Sports Complexes.

7. SAFETY AND INSURANCE:

a) Safety

The Concessionaire shall during the subsistence of the Concession Period:

- i. Ensure the safety of the Sports Complexes and all the visitors thereby at all times, by providing adequate insurance and periodic inspection report to the SRFDCL.
- ii. To repair or to make it in appropriate condition at their own cost any damage/destruction caused due to direct/indirect neglect of the Concessionaire.
- iii. Plan and install required fire-detection, fire-alarm and fire-fighting system including necessary approvals from concerned authority on design and installation.
- iv. Ensure that required number of communications and CCTV cameras are placed at strategic places in the Sports Complexes and are fully operative.
- v. Undertake all such safety precautions that are incidental to the activities in accordance with the Concession.
- vi. Fire safety by Fire Department of AMC/GSDMA etc.
- vii. To meet any eventuality, concessionaire shall ensure that the Sports Complexes are made available for any local, regional, national or international competition or for any event by SRFDCL/SCADL/AMC for requisite number of days.

b) Insurance:

i. Insurance during the Concession 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 Concessionaire and SRFDCL/SCADL/AMC shall not be liable for any such claims. The Concessionaire shall be responsible for the payments arising out of any Third-Party claims. The Concessionaire shall indemnify SRFDCL/SCADL/AMC against any such third-party claim and is required to procure insurance for meeting such liabilities at its own cost.

The Concessionaire shall insure its sports equipment or any other items and, if installed within the Sports Complexes and persons/employee working or visiting, players, coaches, trainers etc. visiting Sports Complexes against all risks at its own cost.

In general, the Concessionaire shall, at its cost and expense, purchase and maintain during the Concession Period, such insurances as are necessary at the time of

starting of operations and maintenance of the Sports Complexes, including but not limited to the following:

- a) Concessionaire's all risk insurance;
- b) Procure Comprehensive third-party liability insurance including injury or death to staff of Concessionaire, staff or representatives of SRFDCL/SCADL/AMC and Users who may enter the Sports Complexes and mentioned the SRFDCL/SCADL/AMC as beneficiary.
- c) Workmen's compensation insurance as per law;
- d) Any other insurance that may be necessary to protect the Concessionaire, its employees and Sports Complexes (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).

Concessionaire 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.

ii. Application of Insurance Proceeds

- a) All moneys received under insurance policies shall be promptly applied by the Concessionaire towards claims of Users, staff of SRFDCL/SCADL/AMC or Concessionaire who face injuries or death and repairs, renovation or restoration or substitution of the Sports Complexes, sports equipment etc. or any part thereof as the case may be which may have been damaged or destroyed.
- b) Concessionaire shall carry out such repairs or renovation or restoration or substitution to the extent possible in such manner that the damaged Sports Complexes 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.

iii. Validity of Insurance Cover

The Concessionaire shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid throughout the Concession 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. GENERAL RFP CONDITIONS:

a) Work Order & Agreement

As the first step for the assignment, SRFDCL, a SPV of AMC on behalf of SCADL will issue the successful bidder a Work Order. This Work Order will refer to the proposal and the successful bidder has to confirm its acceptance. The successful bidder will be issued two copies of Work Order. The successful bidder shall sign and return one of copy of the Work Order in acknowledgement and acceptance of all the terms & conditions of RFP, Work Order and draft Concession Agreement thereof to SRFDCL

within 7 working days. If the successful bidder fails to return the signed copy of Work Order within stipulated time, then, the amount of Bid Security shall be forfeited and the next eligible bidder may be considered. In this regard, the decision of SRFDCL shall be deemed final.

Both the parties agree to enter into a detailed Agreement 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. The Agreement shall constitute a contract between the SRFDCL on behalf of SCADL and the Concessionaire under the Indian Contracts Act, 1872. The Concession Agreement shall be signed before completion of Moratorium Period or before starting of the operations, whichever is earlier.

Award once made cannot be cancelled or amended in normal circumstances. But in case of any emergency situations, it can be amended on mutual consent in writing. SRFDCL on behalf of SCADL shall have the discretion to decide whether the situation is emergency situation or otherwise.

b) Tax Liability

Prices/Rates as mentioned by the bidder in the financial bid should exclude all taxes applicable as on the date of submission of this proposal. The Concessionaire will have to pay applicable GST additionally and or any other applicable taxes. Any financial deviations due to change in the rate of taxes and duties or any introduction of new taxes and duties may be adjusted at actual with mutual consent from the Concessionaire and SRFDCL and the SRFDCL'S decision in this regard shall be deemed final.

c) Visit to the Location

- 1) The bidders prior to submitting their bid, are expected to visit and examine the Sports Complexes, site conditions and other utilities for operations and maintenance, access to location, handling and storage of materials, 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.
- 2) It shall be assumed that all these factors were accounted for by the bidder while quoting his bid. The bidder shall be deemed to have full knowledge of the Sports Complexes, environment and climate whether he inspects it or not.

d) Payment and Consideration

The Concessionaire is required to make upfront payment for the Annual Concession Fees as follows:

Signature of Authorized signatory_____

- 1) The Financial Proposal submitted by the bidders shall be over and above to the base price for Annual Concession Fees of Rs. 70,00,000/- plus Applicable GST.
- 2) Bidder is required to quote the Annual Concession Fees payable to SRFDCL on behalf of SCADL as a consideration for granting non-exclusive rights as a Concessionaire for the Operations and Maintenance of the Sports Complexes. The quotation required to be given shall be in the format of financial bid only.
- 3) The Concession Fees shall be paid as per the specifications in RFP Summary.
- 4) The Concession Fee shall be exclusive of all taxes and shall not be subject to any variation, labour condition and fluctuation in fares, taxes and any condition whatsoever.
- 5) To make regular payment of Concession Fees to the SRFDCL. Late payment of annual concession fees would attract a late fee of Rs. 1000/- per day. In case of default, the concession agreement may be terminated. In this regard, the decision of SRFDCL, a SPV of AMC on behalf of SCADL shall be deemed final.
- 6) Concession Fees for the first quarter shall be payable upfront on or before the signing of the Concession Agreement. The Agreement shall be signed before the completion of Moratorium Period or before starting of the operations, whichever is earlier.
- 7) Concession Fees is to be paid quarterly for the entire License Period; Such Concession Fees shall be paid within 7 days before starting of the respective quarter. The Annual Concession Fees shall be escalated at the rate of 5% on the Concession Fees of the previous year.
- 8) The concession fees shall be paid by the concessionaire through suitable electronic mode, as per the instructions of SRFDCL. If the amount of concession fees is not paid till within stipulated time, then, SRFDCL may take necessary actions against such default. In this regard, the decision of SRFDCL a SPV of AMC on behalf of SCADL shall be deemed final.

e) Jurisdiction of Courts

The Court at Ahmedabad shall have the exclusive jurisdiction to try all disputes between the parties arising out of the contract.

f) Change Management Procedure

Any changes having technical or commercial implications will have to be mutually agreed upon in advance, prior to making the change. In case of situations that the impact is not dependent on one or both parties' agreement, the revised commercials will be effective from the date of impact.

For avoidance of doubt, the parties expressly agree that-

- Change Request shall not be effective and binding unless agreed in writing and signed by both SRFDCL and Concessionaire.
- The payment of any additional cost agreed under a Change Request shall be in addition to the payments agreed upon under this RFP/subsequent Agreement.

- Upon a Change Request becoming effective, the Project Schedule shall automatically stand adjusted by the additional time required for implementing the Change Request.

9. ARBITRATION:

- a. If any dispute or difference of any kind whatsoever (a "Dispute") shall arise out of or in connection with this 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. If the Dispute cannot be settled within 30 (thirty) days by mutual discussions, 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.
- b. 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:
 - i. One Arbitrator shall be appointed by the SRFDCL on behalf of SCADL;
 - ii. One Arbitrator shall be appointed by the Concessionaire; and
 - iii. The two Arbitrators so appointed shall jointly appoint the third Arbitrator who will be the Presiding Arbitrator.
- c. 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.
- d. 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 this Agreement.
- e. 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.

10. EVENTS OF DEFAULT:

Event of Default means the Concessionaire Event of Default as the context may admit or require.

Any of the following events shall constitute an event of default by the Concessionaire ("Concessionaire Event of Default") unless such event has occurred as a result of a Force Majeure Event;

- 1) The Concessionaire is unable to operate and maintain the Sports Complexes within the period stated in this RFP or within such period that the SRFDCL has permitted it.
- 2) Any major deviation from the proposal submitted by the Concessionaire that is not acceptable to the SRFDCL shall be corrected on the SRFDCL'S Notice.

Failure of the Concessionaire to do so shall be considered as the Event of Default on part of the Concessionaire.

- 3) Any representation made or warranties given by the Concessionaire under this Concession is found to be false or misleading.
- 4) The cumulative amount of the Damages in any Financial Year exceeds 10% of the concession fees for that year.
- 5) Repetitive deviation from the performance standard and safety precautions as per this RFP.
- 6) The Performance Security has been encased and/or appropriated in accordance with clause and Concessionaire fails to replenish or provide fresh Performance Security within Cure Period of ten (10) days from the notice for the same.
- 7) Concessionaire failed to make any payment to SRFDCL within the Period specified in this RFP or as specified by SRFDCL.
- 8) Concessionaire submits to SRFDCL any statement which is false in material particulars and which has a material effect on SRFDCL'S right, obligations or interests.
- 9) A resolution is passed by the shareholders for the voluntary winding up of the Concessionaire's Company.
- 10) Any petition for winding up of the Concessionaire firm/company is admitted by a court of competent jurisdiction or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Contract, and provided that:
 - a) The amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Contract.
 - b) The amalgamated or reconstructed entity has the financial standing to perform its obligations under this Concession and has a credit worthiness at least as good as that of the Concessionaire as at the date of Work Order and
 - c) Each of the contracts remains in full force and effect.
- 11) Concessionaire suspends or abandons the operations without the prior consent of SRFDCL, provided that the Concessionaire shall be deemed not to have suspended/abandoned operation if such suspension/abandonment was as a result of Force Majeure Event and is only for the period such Force Majeure is continuing,
- 12) Concessionaire has caused any serious breach that has caused some irreparable harm to the SRFDCL/SCADL/AMC/ surrounding environment or any Third Party, whatsoever.

- 13) Concessionaire has failed to correct any damage within reasonable time given by the SRFDCL.
- 14) Concessionaire repeatedly fails to carry out the activities as are mentioned in the scope of activities as per this RFP.
- 15) Concessionaire repudiates this RFP or otherwise evidences an intention not to be bound by this document.
- 16) Concessionaire is otherwise in Material Breach of the RFP or commits a default in complying with any of its other provisions.
- 17) Concessionaire has caused severe problem to SRFDCL/SCADL/AMC in terms of putting visitors' life on risk.

11. TERMINATION OF CONTRACT

If either party wants to terminate the Concession, it shall be allowed to do so by giving thirty (30) days' notice. However, in case the concessionaire would like to terminate the concession agreement due to reasons attributable to it, then the Performance Security and the concession fee 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/SCADL, then unused concession fees for the remaining period of the year and Performance Security may be returned to the Concessionaire subject to the rights of SRFDCL/SCADL/AMC to receive any unpaid dues/damages, etc.

a) Rights of Authority on Termination

Upon Termination of the Concession for any reason whatsoever, SRFDCL, a SPV of AMC on behalf of SCADL shall have the power and authority to:

- a. Retain possession and control of Sports Complexes forthwith in the original condition
- b. SRFDCL on behalf of SCADL may retain the possession of any/all structures constructed by the Concessionaire.
- c. Prohibit the Concessionaire and any person claiming through or under the Concession from entering upon the Sports Complexes dealing with or any part thereof;
- d. Appoint another party or Concessionaire for the Concession.
- e. In the event of Concessionaire's Event of Default, the Performance Security may be returned subject to the right of SRFDCL/SCADL/AMC to receive any amount due or damages from the Concessionaire. If in case, the amount due or the amount of damages is higher than the Performance Security, then, the Concessionaire shall have to pay the dues/damages accordingly. In this regard, the decision of SRFDCL shall be deemed final.
- f. SRFDCL's Right to Re-tender the given area on Termination:
 - i. SRFDCL on behalf of SCADL shall have right to re-tender the given area on termination of the Agreement for any reasons whatsoever.
 - ii. After completion of Concession Period, the Concessionaire shall not reserve any rights to the given area.

- iii. SRFDCL if it deems necessary shall also have right to seal or lock the given area upon termination.

b) Termination Payments

Notwithstanding anything to the contrary contained in this RFP, upon termination of the Concession, the Concessionaire shall not be entitled for any Termination Payment from the SRFDCL/SCADL/AMC.

12. LIABILITY:

In no event SRFDCL/SCADL/AMC shall be liable to the Concessionaire for special or, indirect damages in connection with or arising out of the furnishing, performance or use of the services or deliverables provided by Bidder under the terms of this RFP.

13. INDEMNITY:

- a. The Concessionaire shall at all times, i.e. during the subsistence of Concession Period and at any time thereafter, defend, indemnify and hold SRFDCL/SCADL/AMC harmless from and against all claims including without limitation claims for breach of contract, all suits, proceedings, actions, claims, demands, liabilities and damages which the SRFDCL/SCADL/AMC's indemnified persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims including third party claims and expenses (including court costs) arising out of or relating to the breach by Concessionaire of any covenant representation or warranty or from any act or omission of the Concessionaire or his agents, employees or sub-concessionaires.
- b. The Concessionaire shall at all times, i.e. during the subsistence of Concession Period, shall fully indemnify, hold harmless and defend the SRFDCL/SCADL/AMC and SRFDCL/SCADL/AMC indemnified persons from and against any loss or damages arising out of or with respect to-
 - i. Failure of the Concessionaire to comply with Applicable laws and Applicable permits.
 - ii. Payment of taxes required to be made by the Concessionaire in respect of income or other taxes of Concessionaire and its representatives.
- c. Non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its sub-concessionaires.
- d. Third party claims for compensation and liabilities arising out of performance of fulfilment of Concessionaire's obligations.

It shall be deemed that by submitting the bid, the Bidder agrees and releases the SRFDCL/SCADL/AMC, its employees, agents, representatives and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant

hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

14. FORCE MAJEURE:

Neither Party shall be liable to the other Party or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of its own obligations in relation to the Agreement, if the delay or failure is due to any Force Majeure.

For the purpose of the Agreement, **"Force Majeure"** is any event occurring due to Act of God, war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of defence authorities or any other agencies of government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves, landslides, lightning explosions, whirlwind, cyclone, tsunami, plagues or other pandemic or epidemic quarantine, lock down, local/regional/national/global emergencies, acts of war, acts of terrorism or sabotage, destruction of the structure and/or infrastructure, prolonged failure of energy, revocation of approvals, no objections, consents, licenses granted by the government, change of laws, action and/or order by statutory and/or Government Authority, acquisition, requisition or dispossession of the land or any part thereof, third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.

Both the Parties shall take all reasonable precautions and reasonable alternative measures, all with the objective of carrying out the Terms & Conditions of this Contract.

Either Party may terminate the Contract if it becomes impossible or impractical to perform due to Force Majeure; **or**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, may be extended for a period equal to the time during which such Part was unable to perform such action as a result of Force Majeure. In this regard, decision of SRFDCL shall be deemed final.

15. INDEPENDENT CONCESSIONAIRE:

Bidder shall be deemed to be acting as an independent Concessionaire of SRFDCL on behalf of SCADL and shall not be deemed as an agent, legal representative, joint venture, partner, employee of SRFDCL/SCADL/AMC. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person/entity.

16. NO ASSIGNMENT:

Neither party shall assign or transfer all or any of its rights/obligations/claims under this arrangement including any statement of work to any person without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

17. PROPOSAL DISQUALIFICATION CRITERIA:

The proposal is liable to be disqualified in the following cases:

- a. Proposal submitted in incomplete form.
- b. Proposal is not accompanied by all requisite supporting documents.
- c. The bid security/document fee is not submitted or submitted in incorrect form.
- d. Information submitted in bid documents is found to be misleading, misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (at any stage) or during the tenure of the agreement including the extension period, if any.
- e. Bidders may specifically note that while evaluating the proposals, if it comes to SRFDCL's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the bids floated by SRFDCL. It is also clarified that if need arises SRFDCL on behalf of SCADL would go in for appointment of outside party(s) to undertake the work under the captioned bid.

18. UNDERSTANDING OF TERMS:

By submitting a proposal, each Bidder shall be deemed to acknowledge that it has carefully read all parts of this RFP, including all forms, schedules and annexures hereto, and has fully informed itself as to all existing conditions and limitations.

19. CONFLICT OF INTEREST:

Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the bidder due to prior, current contracts, engagements, or affiliations with SRFDCL/SCADL/AMC. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

20. NOTIFICATION OF AWARD:

Prior to the expiration of the validity period, SRFDCL will notify the successful bidder in writing or by email, that its proposal has been accepted. The notification of award will constitute the formation of the contract.

21. FAILURE TO AGREE WITH THE TERMS AND CONDITIONS:

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event SRFDCL on behalf of SCADL may award the contract to the next best value Bidder or call for new proposals.

22. SEVERABILITY AND WAIVER:

If any provision of this RFP, or any part thereof, shall be found by any Court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this RFP or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this RFP of any right, remedy or provision of this RFP shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

23. REPRESENTATIONS, WARRANTIES AND DISCLAIMER:

a) Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to SRFDCL on behalf of SCADL that:

- 1) It is duly organized, validly existing and in good standing under the laws of India.
- 2) It has to execute, deliver and perform its obligations under this RFP and to carry out the transactions contemplated hereby.
- 3) It has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this RFP.
- 4) It has the financial standing and capacity to undertake the Project.
- 5) This RFP constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- 6) It is subject to civil and commercial laws of India with respect to this RFP and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof.
- 7) The execution, delivery and performance of this RFP will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement,

understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.

- 8) There are no actions, suits, proceedings, or investigations pending or, to the Concessionaire's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Concessionaire under this RFP or which individually or in the aggregate may result in any Material Adverse Effect.
- 9) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect or impairment of the Concessionaire 's ability to perform its obligations and duties under this RFP.
- 10) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other Civil or Criminal liabilities which in the aggregate have or may have Material Adverse Effect.
- 11) No representation or warranty by the Concessionaire contained herein or in any other document furnished by it to SRFDCL/SCADL/AMC or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- 12) No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Concessionaire, to any person by way of fees, commission or otherwise for securing the RFP or entering into of the Agreement or for influencing or attempting to influence any officer or employee of SRFDCL/SCADL/AMC in connection therewith.

b) Disclaimer

- 1) Without prejudice to any express provision contained in this RFP, the Concessionaire acknowledges that prior to the execution of this RFP, the Concessionaire has after a complete and careful examination made an independent evaluation of the Specifications, Location and all the information provided by SRFDCL on behalf of SCADL, and has determined to the Concessionaire 's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.
- 2) The Concessionaire further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in (a) above and hereby confirms that SRFDCL/SCADL/AMC shall not be liable for the same in any manner whatsoever to the Concessionaire.

c) Representations and Warranties of SRFDCL on behalf of SCADL

SRFDCL represents and warrants to the Concessionaire that:

- 1) SRFDCL has taken all necessary action to authorize the execution, delivery and performance of this RFP;
- 2) This RFP constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

24. SURVIVAL:

Termination of the contract **(a)** shall not relieve the Concessionaire or SRFDCL of any obligations hereunder which expressly or by implication survives Termination hereof, and **(b)** except as otherwise provided in any provision of this RFP expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

25. AMENDMENTS:

This RFP, together with the terms of the RFP and the Schedules, constitute a complete and exclusive statement of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

26. NO PARTNERSHIP:

Nothing contained in this RFP shall be construed or interpreted as constituting a partnership between SRFDCL/SCADL/AMC and Concessionaire. Neither Party shall have any authority to bind the other in any manner whatsoever.

27. MISCELLANEOUS:

a) Language

All notices required to be given under this RFP and all communications, documentation and proceedings which are in any way relevant to this RFP shall be in writing in English language.

b) Ownership and Protection of Property

- i. SRFDCL on behalf of SCADL shall retain the title and ownership of Sports Complexes developed by SRFDCL on behalf of SCADL. Such title and ownership of SRFDCL on behalf of SCADL shall not pass to Concessionaire.
- ii. For the purpose of this RFP, the Concessionaire shall have rights to the use of the site for Operation and Maintenance of the Sports Complexes as sole Concessionaire and protect the Sports Complexes developed by SRFDCL on behalf of SCADL subject to and in accordance with this RFP and Agreement.

c) Adherence to Formats

Strict adherence to formats for submission of details asked in the RFP, wherever specified, is required. Non-adherence to formats shall be a ground for declaring the Bid non-responsive.

d) No Change

No change in, or supplementary information to a Bid shall be accepted once submitted. However, SRFDCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by SRFDCL, may be a ground for rejecting the Bid.

e) Sub-lease/ Sub-let/ Assignment:

The Concessionaire shall not sub-lease/sub-let/assign operations and maintenance of the Sports complex to any other Individual, Company, Institution or Organization. The Concessionaire may do tie-up or enter into an MOU with a suitable vendor for operating the Food Court in the Sports Complex on the East Side.

FORMATS FOR DOCUMENTS TO BE SUBMITTED

**ANNEXURE-1
LETTER COMPRISING THE BID**

Date:

To,
Executive Director,
Sabarmati Riverfront Development Corporation Ltd. (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 Operation and Maintenance of the Sports Complex on the West and East side of the Sabarmati Riverfront, Ahmedabad, Gujarat, India

Dear Sir,

With reference to your RFP document dated _____, I/we, having examined the Bidding Documents and understood their contents and terms & conditions, hereby submit my/our Bid for the Operation and Maintenance of the Sports Complexes granted under the concession. The Bid 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 Concessionaire for the Operation and Maintenance of the Sports Complexes granted under the concession, and I/we certify that all information

Signature of Authorized signatory_____

provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

- 2) This statement is made for the express purpose of our selection as Concessionaire for the Operations and Maintenance of the Sports Complexes granted under the Concession on the West and East side of the Sabarmati Riverfront.
- 3) I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 4) I/We acknowledge the right of SRFDCL to reject our Bid 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 in the last three years, I/we/any of the Consortium/Group Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 6) I/We declare that:
 - a) If the Bidder is not a Consortium/Group Members, the provisions applicable to Consortium/Group Members may be omitted.
 - b) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - 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, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority 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, no person acting for me/us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - e) The undertakings given by me/us along with the Application in response to the RFP for the Project 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 Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Operation and Maintenance of the Sports Complexes granted under the concession, without incurring any liability to the Bidders, in accordance the RFP document.

- 8) I/We believe that we/our Consortium/Group Members satisfy(s) the Turnover criteria and meet(s) the requirements as specified in the RFP document. Our Average Annual Turnover during any three financial years from the last 5 financial years from the Bid Due Date (2017-18 till 2021-22), the three financial years are from _____ to _____ Sports Facility having multiple Sports providing coaching & training for multiple Sports fit for competitive Sports.
- 9) I/We declare that we/any Member of the Consortium/Group Members, or our/its Associates are not a Member of a/any other Consortium/Group Members submitting a Bid for the Project.
- 10) I/We certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium/Group Members 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 work of Operation and Maintenance of the Sports Complexes granted under the concession 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/Group 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 Bidding 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 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 SCADL in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 15) In the event of my/our being declared as the Successful Bidder, I/we agree to enter into a Concession Agreement.
- 16) I/We have studied all the Bidding Documents carefully and also surveyed the Sports Complexes and various Sports Facilities to be granted under the concession, 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 Agreement, 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 Bidding Process including the Work Order.

- 17) I/We offer a Bid Security of Rs. 60,000/- (Rupees Sixty Thousand only) to SRFDCL in accordance with the RFP Document in the form of a Demand Draft No._____ dated from____ Bank enclosed in the Envelope 1.
- 18) The documents accompanying the Bid, as specified the RFP, have been submitted in a separate envelope.
- 19) I/We agree and understand that the Bid is subject to the provisions of the Bidding 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.
- 20) I/We agree that I/We have quoted Annual Concession Fee after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
- 21) I/We agree and understand that the Annual Concession Fee will escalate @ 5% on the concession fee of the previous year every year.
- 22) I/We agree and undertake to abide by all the terms and conditions of the RFP document.
- 23) We, the Consortium/Group Members of Joint Venture/MOU agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement.
- 24) I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid opening date.
- 25) Declaration of bidder on Requisite Stamp Paper, for being not banned/blacklisted by any Government Agency/Organization.

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

Yours faithfully,

Date: (Signature, name and designation of the Authorized signatory)

Place: Name and seal of Bidder/Lead Member

**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 Operation and Maintenance of the Sports Complex on the West and East side of the Sabarmati Riverfront:

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

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

Signature of Authorized signatory_____

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 of the 3 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/Group 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

Sr. No.	Bidder Type	Experience in Operations & Maintenance of Sports Facility having multiple Sports or providing coaching & training for multiple Sports fit for competitive Sports in the last 5 years from the Bid Due Date
1	Single Entity Bidder	
For Consortium/Group Bidder in Joint Venture/MOU		
1	Consortium/Group Member 1	1.
2	Consortium/Group Member 2	
3	Consortium/Group Member 3	1.

NOTE:

1. A Bidder consisting of a single entity should fill in details as per the row titled Single Entity Bidder and ignore the rows titled Consortium/Group Member. In case of a Consortium/Group, the row titled Single Entity Bidder may be ignored
2. 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/group eligible as per this RFP.

**ANNEXURE-4
FINANCIAL CAPACITY OF THE BIDDER**

Name of the Bidder:

Sr. No.	Financial Year	Bidder Type	Annual Turnover (Rs. Cr.)
		Single Entity Bidder	
		For Consortium/Group in Joint Venture/MOU	
		Member 1	
		Member 2	
		Member 3	

CERTIFICATE FROM THE STATUTORY AUDITOR

This is to certify that _____ (name of the Bidder) has an average annual turnover as shown above in the three financial years

Name of Authorized Signatory:

Designation:

Name of firm:

(Signature of the Authorized Signatory)
Seal of the Firm

Signature of Authorized signatory_____

**ANNEXURE-5:
FORMAT FOR PERFORMANCE SECURITY**

To,
The Executive Director,
Sabarmati Riverfront Development Corporation Ltd. (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 Work Order No. [●]) dated [●] for Operation and Maintenance of the Sports complex on the West and East side of the Sabarmati Riverfront in Ahmedabad City on Concession basis (hereinafter referred to as "**the Concession Agreement**");

AND WHEREAS it has been stipulated by you in the Concession Agreement 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;

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. XXXXXX/- (Rupees XXXXXXXXX Only), notwithstanding anything to the contrary, as contained in the Contract, we hereby agree that your decision as to whether the Bidder has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the Contract, 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 you, upon your first written demand and without any cavil, argument, or contest whatsoever any sum or sums within the limits of Rs. XXXXX/- (Rupees XXXXXX 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 or of the Assignment to be performed there under or of any of the

Signature of Authorized signatory_____

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), a SPV of Ahmedabad Municipal Corporation (AMC) on behalf of Smart City Ahmedabad Development Limited (SCADL) 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, a SPV of AMC on behalf of SCADL in respect of or relating to the Contract or of the Assignment or for the fulfilment, compliance and/or performance of all or any of the obligations of the Bidder under the Concession 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;

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 completion period of Contract plus three months, whichever date is later and we undertake to extend this guarantee, if the completion period of contract is extended.

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 Operation and Maintenance of the Sports Complex on the West & East side of the 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 conditions and agree to abide by the same. I offer the following:

No.	Description	Annual Concession Fee for the First Year Amount (in INR) In "Figures" exclusive of all taxes*	Annual Concession Fee for the First Year Amount (in INR) In "Words" exclusive of all taxes*
1	Upfront Annual Concession Fees payable to Sabarmati Riverfront Development Corporation Limited (SRFDCL), a SPV of Ahmedabad Municipal Corporation (AMC) on behalf of Smart City Ahmedabad Development Limited (SCADL) for the first year.		

*** Instructions for the Financial bid**

- (1) The bidder shall quote the amount of Annual Concession Fee in the given table (in figure and in words).
- (2) The Financial Proposal submitted by the bidders shall be over and above to the base price for Annual Concession Fees of Rs. 70,00,000/- plus Applicable GST.
- (3) The payment of Concession Fees shall be made as per RFP Summary.
- (4) Annual Concession Fees for the subsequent years shall increase @ 5% per annum of the fees of the preceding year.
- (5) 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 sports facilities.
- (6) The bid is to be quoted exclusive of all taxes that the bidder may attract, any other taxes and levies that may be attracted in India.

Signature of Authorized signatory_____

ANNEXURE-7:

I. FACILITIES AND ITS SPECIFICATIONS IN THE SPORTS COMPLEX ON THE WEST SIDE:

Sr. No.	Description	Size (mt.)	Area (Sq. Mtr.) For each pitch/court	Remarks
1.	4 Cricket Practice Pitch,	1x (37.50x3.9)	138.375	Made with Domo Turf and covered with net
2.	4 Tennis Court,	1x (36.6x18.3)	669.780	Made with Synthetic Flooring covered with fencing
3.	1 Pickle Ball Court/ Tennis Court	1x (36.65x18.3)	670.695	Made with Synthetic Flooring covered with fencing
4.	2 Basket Ball Court,	1x (32.00x19.00)	608.000	Made with Synthetic Flooring covered with fencing
5.	2 Basket Ball/Volley Ball Court,	1x (32.00x19.00)	608.000	Made with Synthetic Flooring covered with fencing
6.	Skating Ring	1x (185.00 x 7.50)	1387.5	RCC smooth finish
7.	Skate Board,	1x (77.85x18.85)	1380	RCC smooth finish
8.	1 Utility Room	1x (11.8x4.6)	54.00	RCC Wall Structure
9.	1 Administrative Room (The store room and the room adjacent to it shall be utilized by SRFDCL or any of its representatives, agencies, their respective officers, employees, agents or advisors.)	1x (33.30*4.60)	153.00	RCC Wall Structure
10.	1 toilet block (1for men and 1 for women) with	1x (10.70x4.85)	52.00	RCC Wall Structure

Sr. No.	Description	Size (mt.)	Area (Sq. Mtr.) For each pitch/court	Remarks
	changing rooms			
11.	1 toilet block (1 for men and 1 for women) with toilet for differently abled people	1x (10.80x5.00)	54	RCC Wall Structure
12.	Jogging track	843	2309.79	Synthetic floor surface
13.	Open area for multiple sports	1x (42.80x27.00), 1x (23.730x16.945)	949.540, 251.730	Made with sand and special muruum soil
14.	Gymnasium Space 1 2		205 83	With Synthetic flooring with gym equipment
15.	Children Play Area Space 1 2 3 4 5 6		80 112 153 227 373 265	Synthetic floor surface with children play equipment
16.	Parking	For 125 Four Wheeler		RCC Road and Paver Block footpath
17.	2 Security Cabins		9	RCC Structure

II. FACILITIES AND ITS SPECIFICATIONS IN THE SPORTS COMPLEX ON THE EAST SIDE:

Sr. No.	Description	Size (mt.)	Area (Sq. Mtr.) For each pitch/court	Remarks
1	5 Cricket Practice Pitch,	1x (36.00x3.65)	131.400	Made with Domo Turf and covered with net
2	2 Basket Ball/Volley Ball Court,	1x (30.00x18.00)	540.000	Made with Synthetic Flooring covered with fencing
3	1 Administrative Room (The store room and the room adjacent to it shall be utilized by SRFDCL or any of its representatives, agencies, their respective officers, employees, agents or advisors.)	1x (9.320x5.60)	52.08	RCC Wall Structure
4	1 Food court	1x (5.60x6.15)	34.44	RCC Wall Structure
5	1 Toilet block (1 for men, 1 for women and 1 for differently abled people) with changing room	1x (15.50x5.50)	85.25	RCC Wall Structure
6	Jogging track	340	680.00	Synthetic floor surface
7	Gymnasium space,		206	With Synthetic flooring with gym equipments
8	Children Play Area Space,		137	Synthetic floor surface with children play equipments
9	Parking	For 8 Four Wheeler and 37 Two wheeler		RCC Road and Paver Block footpath
10	1 Security Cabin		11	RCC Structure

ANNEXURE-8
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/Group Members/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 for the "Request for Proposal for Selection of a Concessionaire for Operation and Maintenance of the Sports Complex on the West and East side of the Sabarmati Riverfront at Ahmedabad" including but not limited to signing and submission of all Bids, 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 and execution of all contracts including the Concession Agreement 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, for the said Project and/or upon award thereof, to us and/or till the execution of Concession Agreement with SRFDCL/SCADL/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)
[Notarized]

Witnesses:
1. _____
2. _____

Signature of Authorized signatory _____

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-9
JOINT BIDDING AGREEMENT
(Consortium Agreement)

(If applicable)
(Not more than 4 members)
(to be executed by the Members)
(On Requisite Stamp Paper)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of
20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} 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 incorporated under the Companies Act, 1956} 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 incorporated under the Companies Act, 1956 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)}

****If there are more than 3 (three) Parties, required details of all the parties shall be specified***

The above mentioned parties of the FIRST, SECOND, {THIRD and} 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,

Signature of Authorized signatory_____

Gujarat (India) (referred to as the "SRFDCL" which expression will, unless repugnant to the context or meaning thereof, include its administrators, successors and assignees) a SPV of Ahmedabad Municipal Corporation (AMC) on behalf of Smart City Ahmedabad Development Limited (SCADL) has invited Bids (the "Bids") by its Request for Proposal No. [] dated [] (the "RFP") for "Selection of a Concessionaire for Operation and Maintenance of the Sports Complex on the West and East Side of the Sabarmati Riverfront at Ahmedabad" as per the terms of RFP.

- (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 Concession Agreement with SRFDCL on behalf of SCADL for the purpose of executing the Project and for performing all its obligations as the Developer 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 Concession Agreement when all the obligations of the SPV shall become effective;
- 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 Concession Agreement, till such time the Project is completed and achieved under and in accordance with RFP documents and the said Concession Agreement.
- 5.2 The Parties further undertake to be jointly and severally liable to SRFDCL/SCADL/AMC, to perform all their contractual obligations in terms of the said Concession 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% of the Shareholding, at all times till completion of the Project in terms of the RFP.
- 6.3 If the Parties needs to change the Percentage of the Shareholding during the Concession 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 Concession Agreement.

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, concession 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 Concession 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 for and on behalf of the PARTY OF THE FIRST PART by:	SIGNED, SEALED AND DELIVERED for and on behalf of the PARTY OF THE SECOND PART by:	SIGNED, SEALED AND DELIVERED for and on behalf of the PARTY OF THE THIRD PART by:
Signature) (Name) (Designation) (Address)	Signature) (Name) (Designation) (Address)	Signature) (Name) (Designation) (Address)

In the presence of:

- 1.
- 2.

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 favor 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-10
FORMAT OF POWER OF ATTORNEY FOR LEAD MEMBER OF
CONSORTIUM/GROUP

(For both Joint Venture or MOU, as applicable)

(On Requisite Stamp Paper)

Whereas the Sabarmati Riverfront Development Corporation Limited ("SRFDCL") a SPV of Ahmedabad Municipal Corporation (AMC) on behalf of Smart City Ahmedabad Development Limited (SCADL) has invited Bids from interested parties for the "Selection of a Concessionaire for Operation and Maintenance of the Sports Complex on the West and East Side of the Sabarmati Riverfront at Ahmedabad".

Whereas,.....,and.....(collectively the "Consortium"/"Group Members") being Members of the Joint Venture/MOU 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/MOU to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium/Group, all acts, deeds and things as may be necessary in connection with the Consortium's/Group Member'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) M/s. having our registered office at _____ and (3) M/s. _____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 M/s._____ having its registered office at_____, being one of the Members of the Consortium/Group, as the Lead Member and true and lawful attorney of the Consortium/Group (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/Group and any one of us, during the bidding process and, in the event the Consortium/Group being awarded the work of for Operation and Maintenance of Sports Complex on the West and East Side of the 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/Group, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium/Group and submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences, respond

Signature of Authorized signatory_____

to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium/Group and generally to represent the Consortium/Group 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/Group's bid for the work of for Operation and Maintenance of the Sports Complex on the West and East Side of the Sabarmati Riverfront at Ahmedabad and/ or upon award thereof till the Concession Agreement 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/Group 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/Group)

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 Apostile certificate.*

ANNEXURE-11
MEMORANDUM OF UNDERSTANDING (MOU)
(If applicable)

(to be executed by the Members)
(On Requisite Stamp Paper)

This Memorandum of Understanding ("**MOU**") made at Ahmedabad on this _____ day of _____, 2023

BY AND BETWEEN

_____, Address: _____ (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assignees) of the **FIRST PART**

AND

_____, Address: _____ (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assignees) of the **SECOND PART**.

****If there are more than 2 (two) Parties, required details of all the parties shall be specified***

_____ and _____ shall be hereinafter referred collectively as "**PARTIES**" and individually as "**PARTY**".

WHEREAS:

A. Brief of First Party:

B. Brief of Second Party:

****If there are more than 2 (two) Parties, required details of all the parties shall be specified***

In furtherance of the same, the Parties are desirous of entering into this MOU for Operation and Maintenance of the Sports Complex on the West and East side of the Sabarmati Riverfront on the terms and conditions as per the RFP and set out herein below.

Signature of Authorized signatory_____

NOW THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

**Article I
Scope of Work
of the Parties**

Each Party agrees to oblige for the Operation and Maintenance of the Sports Complexes and carry out responsibilities as per the RFP.

**Article II
Activities to
facilitate the
Operations and
Maintenance of
the Sports
Complex**

The parties will endeavour to co-operate and engage in activities to facilitate the Operation and Maintenance of the Sports Complexes.

**Article III
Responsibilities
and
Obligations of
the Parties**

Party 1. _____
Party 2. _____

****If there are more than 2 (two) Parties, required details of all the parties shall be specified***

**Article IV
Assurances**

The Parties hereby undertake that in the event the Parties are collectively declared as the Successful Bidder and awarded the Project, the Parties shall appoint a Lead Member who shall liaison with SRFDCL or its representatives and to be responsible for all necessary exchange of information throughout the Concession Period in terms of the said Concession Agreement for the Project.

The Parties further undertake to be jointly and severally liable to SRFDCL/SCADL/AMC, to perform all their contractual obligations as per the terms and conditions of the RFP, Work Order and Concession Agreement thereof.

This MOU shall be governed by the laws of India.

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

The competent courts at Ahmedabad shall have exclusive

jurisdiction over all disputes arising under, pursuant to and/or in connection with this MOU.

In case of any dispute under this MOU, the group members of this MOU shall indemnify SRFDCL/SCADL/AMC and its employees, agents, consultants, representative against any disputes/claims in this regard.

Article V
Term and Termination

The understanding set out in this MOU shall commence from the date of execution of this MOU. Such period may further be renewed with written consent of the Parties.

It is agreed by and between the Parties that nothing stated herein shall entitle either of the Parties to claim any equities from the other Party in relation to this MOU.

This MOU 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 Concession Agreement, in case the Project is awarded to the Parties of this MOU. However, in case the Parties of this MOU are either not pre-qualified for the Project or does not get selected for award of the Project, the MOU shall stand terminated in case Parties are not prequalified or upon return of the Bid Security/ EMD by SRFDCL to the Bidder, as the case may be.

The Parties also agree that they shall not terminate this MOU prior to the completion of the Concession Period or early termination of the Concession Agreement.

Article VI
Relationship

The Parties to this MOU are independent and are not agents of each other, joint ventures', partners or joint parties to a formal business organization of any kind. Neither Party is authorized or empowered to act on behalf of the other, with regard to any contract, warranty or representation as to any matter and neither Party will be bound by the acts or conduct of the other. Each Party will maintain sole and exclusive control over its own personnel and operations.

Neither Party will disclose or distribute any information that is

Article VII
Treatment
Of "In
Confidence"
material

supplied and marked, or stated to be "in-Confidence" by the originating Party, except as, and to the extent authorized, by the originating Party.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed the respective hands and seals on the day and year hereinabove mentioned.

SIGNED AND DELIVERED
By the within named _____
Through its Authorized Signatory

Name:
Designation:

SIGNED AND DELIVERED
By the within named _____
Through its Authorized Signatory

Name:
Designation:

WITNESS:
1. _____
2. _____

ANNEXURE-12
STATEMENT OF LEGAL CAPACITY

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

Date: _____

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

Sub: Bid for Operation and Maintenance of the Sports Complex on the West and East side of the Sabarmati Riverfront, Ahmedabad, Gujarat, India

Dear Sir,

We hereby confirm that we/our members in the Consortium/Group (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/group. *

We have agreed that _____ (insert individual's name) will act as our representative/will act as the representative of the consortium/group 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.....

**Please strike out whichever is not applicable.*

Signature of Authorized signatory_____

ANNEXURE-13
ANTI COLLUSION CERTIFICATE

We hereby certify and confirm that in the preparation and submission of our Proposal for the Operation and Maintenance of Sports Complex on the West and East side of the 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 thisDay of, (month/year)

.....
(Name of the Bidder)

.....
(Signature of the Authorized Person)

.....
(Name of the Authorized Person)

ANNEXURE-14
UNDERTAKING REGARDING LITIGATION/ARBITRATION
(To Be Furnished on Company Letter Head)

To,
Executive Director,
Sabarmati Riverfront Development Corporation Ltd. (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 Operation and Maintenance of the Sports Complex on the West
and East side of the Sabarmati Riverfront, Ahmedabad, Gujarat, India**

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-15
The Layout of Sports Complex
On the East side of Sabarmati Riverfront situated at Shahpur Master Colony
admeasuring around 7503 Sq.mt.

ANNEXURE-16

The Layout of Sports Complex

**On the West side of Sabarmati Riverfront situated behind NID admeasuring
around 37,040 Sq.mt.**