

REQUEST FOR PROPOSAL

“FOR DEVELOPING AND OPERATING
A WORLD CLASS FOOTBALL ACADEMY
AT SHAIRA MAIDAN WITH OWN INVESTMENT”



नई दिल्ली नगरपालिका परिषद्

PROJECTS DEPARTMENT
PalikaKendra, Sansad Marg, New Delhi

(Handwritten signature)

**OFFICE OF THE DIRECTOR (PROJECT)
NEW DELHI MUNICIPAL COUNCIL
PALIKA KENDRA, SANSAD MARG, NEW DELHI**

PPP Project for developing a football academy at Shera Maidan, behind N.P Boys Senior Secondary, behind Mandir Marg, New Delhi-110011

NDMC invites proposals from associations/companies/sports bodies having worldwide experience, resources and willingness to bid for the tender and run a world class football academy.

PROJECT FRAMEWORK

The New Delhi Municipal Council (NDMC) intends to lease out the above Ground for running a world class football academy to the parties having adequate experience in this field.

BIDDING FRAMEWORK

A business entity shall be identified in an open, transparent and competitive bidding process.

- The RFP must be submitted as per the instructions laid down in the document titled RFP for **developing and running a world class football academy equipped with all the modern facilities using the above ground on a lease basis. RFP document can be downloaded from www.ndmc.gov.in**

RFP SUBMISSION

The RFP must be submitted at the following address before 15.00 hrs. (IST) latest by **02.02.15**

**The Director (Projects)
Room No.7008, 7th Floor
New Delhi Municipal Council
New Delhi - 110001
E-mail:- director.it@ndmcmil.gov.in
Ph No. 011-41501383**

PRE-BID MEETING

On **21.01.2015** at 11:30 AM in the Conference Room, 3rd Floor, Palika Kendra, Sansad Marg, New Delhi-110001

NDMC reserves the right, without any obligation or liability, to accept or reject any or all the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any of the terms and conditions at any time, without assigning any reason whatsoever. Changes will be posted on www.ndmc.gov.in.



REQUEST FOR PROPOSALS

PART-A

INSTRUCTIONS TO BIDDERS

Request for proposals

This RFP for developing a football academy at Shera Maidan, behind N.P Boys Senior Secondary, Behind Mandir Marg, New Delhi-110011 " comprises:

- 1.1 Part-A: Instructions to Bidders
- 1.2 Project Framework: The New Delhi Municipal Council (NDMC) intends to lease out the above ground for developing a football academy to the interested parties having world class experience in this field. The approval on the detached formats and sizes will be the sole discretion of the NDMC. The bidders will have to submit the RFP as a whole complete solution along with mode of deployment.
- 1.3 New Delhi Municipal Council (NDMC) intends to lease out to the interested parties to develop a world class football academy at Shaira Maidan with green technologies "Design, develop, Operate and manage basis by inviting the interesting parties to finance, construct, operate and maintain for 30 years which will be counted from the date of signing of Lease Agreement. During the period, the successful bidder shall carry out the services as per the technical specifications, environment regulations performance standards and guidelines given as part of the Lease Agreement. After 30 years the agreement will cease to exist or may be renewed at the discretion of NDMC
- 1.4 The Concessionaire should comply with the rules & norms set by NDMC in respect of allocation of advertisement. The Concessionaire would be given the right to collect the revenue from advertisement. The Concessionaire shall pay at least 10% of the profit of the Academy every year to the NDMC. The Concessionaire shall keep 50% of the Academy's seats for NDMC and NSES School students
- 1.5 NDMC shall appoint an engineer to oversee the implementation of the project. NDMC shall also appoint a Steering Group to provide a single contact point for the concessionaire within NDMC to sort out issues in implementation and to monitor the performance of the concessionaire. This Steering Group will be responsible for providing the site water connection, electricity supply and sewage connection to the concessionaire.
- 1.6 **EXCLUSIVE RIGHTS:** From the date of execution of the Lease Agreement with the successful bidder, NDMC grants to the Company exclusive rights to display advertisement on the PTU's only. Advertisement in the form of banners, posters, etc on footpaths, roads around the PTUs will not be permitted
- 1.7 The Concessionaire shall pay all duties and taxes, levies etc in consequence of its obligations under this RFP, including customs duties, as per prevailing laws and the Concession Fee shall not be adjusted for such costs. Also NDMC shall have no responsibility towards payment of these taxes/levies etc
- 1.8 "COD" means the commercial operations date for each phase of the Project, which shall be the date on which the NDMC Engineer will issue the Completion Certificate upon completion of project at the Project Sites. Subject to the provisions of this RFP, the final COD for the full Project shall be not later than 6 months from date of handing over of 80% of project sites by NDMC to the Concessionaire.
- 2.0 **SCOPE OF WORK:**

The project scope would include the following major activities:
- 2.1 The successful bidder would be required to submit the mode of deployment. The successful bidder must meet the following terms and conditions:



1. Invest heavily to re-develop Shera Maidan within six months to enable installation of 3G artificial grass to the FIFA standards.
2. Recruit 4 FIFA qualified Coaches who can speak fluent English.
3. Build the State of the art Gym with a physiotherapy room behind one of the stands.
4. Install 8 High definition sports video cameras for video analysis of each player's performance and progress.
5. Reserve 50% of the Academy's place for NDMC Schools.
6. Provide free coaching programme to NDMC staff and students for other roles crucial to the development of Football including Referees, Linesman, ground staff, Managers etc.
7. Run a free coaching programme for the girls from NDMC schools of self defence from the age of 9.
8. Run a free class to NDMC school students to deliver key healthy living and life style messages.
9. Provide 10% of the profit from the academy to be used for the promotion of sports within NDMC schools.

2.2 Operations & Maintenance:

This includes operation of the PTUs i.e. regular cleaning of the PTUs and its surrounding area, functioning of user amenities, provisions of dedicated personnel, supervision and availability of basic infrastructure requirements such as electricity, proper drainage, sewage, waste removal, would form part of operations. More specifically it includes the following:

Water supply: The successful bidder may install Rainwater harvesting system to help supply water to the ground. However, the NDMC may provide within 10 meters to the premises and further lying of water line/ connection / payment of usage charges shall be the responsibility of the concessionaire.

Electricity supply: The Concessionaire may install solar panel within the ground to help generate electricity. However NDMC shall ensure adequate electricity supply for proper lightings inside the ground. The supply shall be provided by NDMC within 10 meters to the premises and further laying of electric cables / connection / payment of usage charges shall be the responsibility of the concessionaire.

Sewage Connections: The Concessioneing Authority shall cater for the Sewage connection for the ground.

Landscaping: The concessionaire shall put plants in and around where space is available as per the approval of the NDMC and maintain the same in good condition at all times.

Waste Disposal: The Concessionaire shall install litterbins as specified near the Ground and disposal of the collected waste shall be the responsibility of the Concessionaire.

Safety & Security: The safety and security of the ground rests with the Concessionaire.

3.0 Eligibility to bid

- 3.1 The bidder must have worked/served as an Advisor or a Director of a top world club in the English Premier league, La liga, Bundesliga or Series A
- 3.2 The bidder must have worked/served as an Advisor/Director of a world class football Academy such as Category 1 status Academy of the English Premier League
- 3.3 The bidder must demonstrate his/her experience of having organized a coaching programme with an Indian Govt. for not less than 6 months

4.0 **BIDDER'S RESPONSIBILITY BEFORE PROPOSAL SUBMISSION**

- 4.1 The Bidder shall be responsible for all the costs associated with the preparation of the Proposal and their participation in the selection process. NDMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
- 4.2 The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RFP document.
- 4.3 **Site Visit, Traffic Study and Field Investigations, if any:** The Bidder shall visit and examine the site and obtain for themselves, at their own responsibility, all the information and data that may be necessary for submission of offer. NDMC shall not stand guarantee for and shall not be held responsible for the veracity of the data related to cost and revenue, which have been made available in this document.
- 4.4 Costs associated with Visits and Field Investigations, if any: The costs of visiting the site, and undertaking any further studies and investigations shall be at the Bidder's own expense. The Bidder and any of his personnel or agents can visit site.
- 4.5 It would be deemed that by submitting the Bid, the Bidder has:
- Made a complete and careful examination of the RFP document
 - Obtained all relevant information about the project.
- 4.6 NDMC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.
- 5.0 **Cost of Document:** The Bid document can be purchased from the office of the Director (Projects), Room No.7008, 7th Floor, New Delhi Municipal Council, from 02nd January 2014 till 26th January 2014 in between 10.00 AM to 4.00 PM by depositing a demand draft of INR 5,000/- in favour of Secretary, New Delhi Municipal Council, payable at Delhi. The Bid document can also be downloaded from the official website of the NDMC. In case the document is downloaded the cost of bid document has to be submitted by the bidder to NDMC along with the submission of the bid.

6.0 **VALIDITY OF PROPOSAL AND PROPOSAL SECURITY**

- a. Proposal shall remain valid for a period of **six (6) months** from the Proposal Submission Due Date. NDMC reserves the right to reject any Bid, which does not meet this requirement.
- b. Any bid not accompanied with an acceptable Proposal security shall be rejected.
- c. the Proposal security of the unsuccessful Bidders would be returned after letter of award is given to the successful bidder.
- d. The Proposal security of the successful Bidder will be discharged when the successful Bidder has signed the agreement and furnished the Performance Security.
- e. The Proposal security shall be forfeited under the following conditions:
 1. If the Bidder withdraws the Proposal during the period of Proposal validity.
 2. In the case of a successful Bidder, if the bidder fails to sign the Concession Agreement within the stipulated time or fails to furnish the required Performance Security within the specified period.

7.0 **PRE-BID MEETING**

- 7.1 A pre-bid meeting shall be held for any clarifications and replies to the queries of bidders.



- 7.2 A pre-bid meeting shall be held on **21/01/15** in the Council Room NDMC office, Palika Kendra, Parliament Street, New Delhi-110001. Bidders will be required to send their queries in writing or mail at least 2 days prior to the pre-bid meeting to.

Director (Projects)
Room No.7008, 7th Floor
New Delhi Municipal Council
Email : director.it@ndmcmail.gov.in

- 7.3 Minutes of the meeting, including the text of the questions raised and the responses given, would be sent to all prospective Bidders. Any modifications of the RFP document package, which may become necessary as a result of the Pre-bid meeting, shall be through the issue of an addendum.
- 7.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. However, all clarifications and modifications presented in the Addendum will be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

8.0 AMENDMENT TO RFP DOCUMENT PACKAGE

- 8.1 At any time prior to the deadline for submission of Proposal, NDMC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP Document by the issuance of Addenda.
- 8.2 Any Addendum thus issued will be sent in writing to all pre qualified bidders (Preferably through e-mail)
- 8.3 NDMC may, at its discretion, extend the Proposal Submission Due Date.

9.0 CLARIFICATION FROM BIDDERS

To assist in the evaluation of Proposal submitted by bidders, NDMC may, at its discretion, ask any bidder for clarification of its Proposal. The request for clarification and the response shall be in writing. All the bidders fulfilling the eligibility criterion shall be given an opportunity to make a presentation of their proposal before an evaluation committee.

10.0 LANGUAGE

The Proposal submission and all related correspondences should be written in the English language. Supporting documents and printed literature furnished by bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

11.0 PROPOSAL DOCUMENTATION

- 11.1 The Proposal should have no overwriting except as necessary to correct errors made by the Bidders themselves, in which case such corrections must be initialed by the person signing the Proposal.
- 11.2 The Proposal and its copies shall be typed or written in indelible ink and the authorized representative of the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person (s) signing the Bid.

12.0 NDMC RIGHT TO ACCEPT AND REJECT PROPOSAL

Notwithstanding anything contained in the RFP document, NDMC reserves the right to accept or reject all Proposal submissions, at any time without assigning any reason for cancellation.



13.0 PROPOSAL SUBMISSION DUE DATE

Proposal will be received up to 15.00 hours on **02/02/15** At O/o Director (Projects), Room No.: 7008, 7th Floor, New Delhi Municipal Council Any Proposal, which is received after the prescribed deadline shall be returned, unopened. The technical bids shall be opened at 4.00 PM on the last date of submission.

14.0 SUBMISSION OF OFFERS

The bidder shall prepare and submit their proposals in original and one copy clearly marking ORIGINAL and COPY and as per the procedure detailed below:

- 14.1 The original and copy of the Technical Proposal (RFP) shall be sealed separately in the envelope
- 14.2 NDMC must receive proposals at the address no later than the time and date stipulated in the **Para 13.0**.

15.0 LATE BIDS

NDMC will not, accept any Proposal received after the Proposal Submission Due Date and Time. Late submission will be rejected and returned unopened.

16.0 CONFIDENTIALITY

NDMC will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. NDMC will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

17.0 TESTS OF RESPONSIVENESS

Prior to evaluation of Proposal submission, Department will determine whether each Proposal is responsive to the requirements of the RFP document. Any Proposal submission shall be considered responsive if:

- a. Is received by the Proposal Submission Due Date including any extension thereof.
- b. Is signed, sealed and marked as stipulated in clause A-16
- c. Is accompanied by the Proposal Security
- d. Contains all the information as requested in the RFP document
- e. Mentions the validity period as set out in clause A-6.0

NDMC reserves the right to reject any Proposal submission which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect of such Proposal submissions.

18.0 DISPUTE RESOLUTION

18.1 Amicable Resolution

- (a) Save where expressly stated otherwise in this RFP, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including non-completion of the Project between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably by the NDMC and failing such resolution of the same, in accordance with the procedure set forth in sub-clause (b) below.
- (b) Either Party may require the Dispute to be referred to the Secretary, NDMC for amicable settlement. Upon such reference, both the Parties shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration

18.2 Arbitration

a) Arbitrators

Any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration Act. The arbitration shall be by a committee of three arbitrators. One arbitrator is to be chosen by each Party and the third to be appointed by the two arbitrators chosen by the Parties. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration Act.

b) Place of Arbitration

The place of arbitration shall be Delhi but by agreement of the Parties, the arbitration hearings, if required, can be held elsewhere from time to time.

c) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d) Procedure

The procedure to be followed within the arbitration, arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration Act.

e) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

f) Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said Party.

g) Performance during Arbitration

Pending the submission of and/or decision on a Dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

20.0 EVALUATION AND COMPARISON OF PROPOSALS

NDMC will evaluate and compare the proposal determined to be substantially responsive and as per the procedure detailed below. In the event of any discrepancy between 'ORIGINAL' and 'COPY' the contents of, 'ORIGINAL' shall prevail.

20.1 Financial Evaluation: Financial proposals of only those bidders who fulfill the eligibility to bid criteria's as laid down in Clause 3.0 of this RFP would be evaluated.

21.0 AWARD OF CONTRACT

a. Upon issuance of the "Notice of Award" the selected bidder shall have to communicate the acceptance of the contract through a "Letter of Acceptance" within 10 (ten) days of issue of the Notice of Award and sign the concession agreement within 30 days of "Notice of Award".

- b. If the Concession Agreement is not signed by the selected bidder within 30 days of issuance of the “Notice of Award”, then NDMC reserves the right to withdraw the offer, and proceed ahead in any manner it deems fit. In such an eventuality, the Proposal Security of selected bidder would be forfeited. The successful bidder would have to furnish Performance Security as specified in the Schedule of Agreement, before signing of the Concession Agreement. Till such time, the Proposal Security of the successful Bidder would remain effective and in possession of NDMC.
- c. Draft agreement will be issued to the selected Bidder after submission of the Letter of Acceptance.



FORMAT FOR FINANCIAL PROPOSAL

(To be submitted and signed by the Bidder's authorised signatory)

To

Director (Projects), NDMC,
Room No.: 7008, 7th Floor,
Palika Kendra,
Sansad Marg,
New Delhi - 110001

Sub: RFP for developing a football academy at Shera Maidan, behind N.P Boys Senior Secondary, behind Mandir Marg, New Delhi

Sir,

We hereby submit our Financial Offer for the captioned project. If the project is awarded to us, we agree to make the following payments to NDMC as per the terms given in the Request for Proposal (RFP) Document.

1. **Annually Recurring Payment of Rs. ____ (in figures) (in words).**
2. Service tax as applicable will be borne by the successful bidder/licensee
3. The recurring payment as above shall be escalated at the rate of 10 % compounded every year from the date of first payment.
4. This offer is being made by us after taking into consideration all the terms and conditions stated in the RFP document, and after careful assessment of the site, all risks and contingencies and all other conditions that may affect the Financial proposal.

We agree to keep our offer valid for 180 days from the due date of bid opening of this Financial Proposal.

Date :
Place :

Authorised signatory
Name and Seal of Bidder

