

**PPP project for Developing, Running, Managing and Maintaining of Multi- Disciplinary Sports Academy, Up Grading of Existing Infrastructure to bring to Internationally Approved Standards at NDMC Palika Multipurpose Gymnasium at Laxmi Bai Nagar, New Delhi, on Design, Develop, Operate, Manage and Maintain basis.**

### **Project Framework**

The New Delhi Municipal Council (NDMC) intends to lease out The Palika Multipurpose Gymnasium at Laxmi Bai Nagar to interested Associations/Companies/Sports Bodies registered under Company Act 1956 and having International Exposure, Experience, Resources and Willingness to invest for the purpose of developing international sports facility and training academy for Multi Sports at the above mentioned complex on **Design, Develop, Operate, Manage and Maintain** basis.

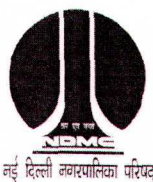
**The scope of work is mentioned at Clause 28 of the RFP**

### **Bidding Framework**

The 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, Running, Managing and Maintaining of Multi-Disciplinary Sports Academy, Upgrading of Existing Infrastructure to bring to Internationally Approved Standards at Palika Multipurpose Gymnasium at Laxmi Bai Nagar, New Delhi.**

The proposal along with documents along with EMD in original in an envelope to be deposited by 19.05.2015 upto 3.00 pm in the box for tender "for Developing, Running, Managing and Maintaining of Multi-Disciplinary Sports Academy, Upgrading of Existing Infrastructure to bring to Internationally Approved Standards at NDMC Palika Multipurpose Gymnasium at Laxmi Bai Nagar, New Delhi by own investment" kept in the office of;

**Director (Projects), NDMC,  
Room No.: 7008, 7th Floor,  
Palika Kendra,  
Sansad Marg,  
New Delhi - 110001  
Tel: +91(11) 41501383**



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## **REQUEST FOR PROPOSALS**

### **PART-A INSTRUCTIONS TO BIDDERS**

#### **Request for proposals**

This **RFP for Developing, Running, Managing and Maintaining of Multi-Disciplinary Sports Academy, Upgrading of Existing Infrastructure to bring to Internationally Approved Standards at NDMC Palika Multipurpose Gymnasium at Laxmi Bai Nagar, New Delhi by own investment.**

**1.1 Part-A: Instructions to Bidders**

**1.2 Project Framework:** The New Delhi Municipal Council (NDMC) intends to lease out the above premises to interested Associations/Companies/Sports Bodies having Exposure, Experience, Resources and Willingness to **invest heavily for the purpose of Developing International Sports Facility And Training Academies for Multi Sports** at the above mentioned complex on **Design, Develop, Operate, Manage and Maintain** basis for a period of 15 Years which may be extended by another 15 years subject to satisfactory performance, which will be evaluated every 5 years. 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 Multi sport Training and Playing facility at Palika Multipurpose Gymnasium at Laxmi Bai Nagar, with green technologies "Design, develop, Operate and manage basis by inviting the interesting parties to finance, constructing, operating and maintaining for 15 years which may be extended by another 15 years subject to satisfactory performance, which will be evaluated every 5 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 15 + 15 years the agreement will cease to exist or may be renewed at the discretion of NDMC

**1.4** The Successful Bidder, a company incorporated under the Companies Act, 2013, shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of the concession agreement (the "**Concession Agreement**") to be entered into between the Successful Bidder and the Concessioneing Authority.

**1.5** 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.

**1.6** The assessment of actual costs of the project, however, will have to be made by the Bidders.

**1.7** NDMC shall appoint an engineer to oversee the implementation of the project. NDMC shall also appoint a Steering Group to provide a

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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.

**1.8** The draft Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "Concession").

**1.9** The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the draft Concession Agreement or the NDMC's rights to amend, alter, change, supplement or clarify the Scope of work, the concession to be awarded pursuant to this RFP or the terms thereof or modify the RFP and draft concession agreement prior to Bid Due Date. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by NDMC.

**1.10** NDMC shall receive Bids pursuant to the RFP in accordance with the terms set forth in the RFP and other documents provided by the Authority pursuant to RFP (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by the Authority by posting the same in its website, and all Bids shall be prepared and submitted in accordance with such terms.

**1.11** RFP document is available in Public Notices in NDMC website i.e. [www.ndmc.gov.in](http://www.ndmc.gov.in)

**1.12** EMD in the form of a demand draft of Rs 50,000 in the favour of "Secretary, NDMC" of any scheduled bank shall be submitted along with the proposal. The EMD shall be retained by NDMC along with Bank Guarantee / Performance Guarantee as a guarantee to ensure that the project is being executed to the satisfactory of NDMC.

The Bid proposal along with documents and along with EMD in original in an envelope to be deposited in the box for tender "for Developing, Running, Managing and Maintaining of Multi-Disciplinary Sports Academy, Upgrading of Existing Infrastructure to bring to Internationally Approved Standards at NDMC Palika Multipurpose Gymnasium at Laxmi Bai Nagar, New Delhi by own investment" kept in the office of;

**Director (Projects), NDMC,  
Room No.: 7008, 7th Floor,  
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### 1.13 BRIEF DESCRIPTION OF BIDDING PROCESS

- 1.14** NDMC has adopted single stage, two-step process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. All Bidders shall submit their Technical Proposal and Financial Proposal against this RFP in a single stage ("the Bidder"). The first step of the process involves qualification on the basis of the Technical Proposal submitted by the Bidders in accordance with the provisions of RFP. At the end of the first step, the Authority shall shortlist pre-qualified Bidders. In the second step of the process, Financial Proposal of only these shortlisted pre-qualified Bidders shall be opened and evaluated for identification of the Successful Bidder.
- 1.15** The Bid shall be valid for a period of not less than 180 days from the date specified in Clause 1.27 for submission of bids (the "Bid Due Date").
- 1.16** The Bidding Documents include the draft Concession Agreement for the Project. The aforesaid documents and any addenda issued subsequent to this RFP Document, or modified RFP documents but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.17** The highest Bidder shall be the Successful Bidder. The remaining Bidders shall be kept in reserve and may, be invited to match the Bid submitted by the highest Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest Bidder, NDMC may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.
- 1.18** Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project.
- 1.19** Bids are invited for the Project on the basis of Minimum Guarantee payment and the NDMC fixes the **Minimum Guarantee amount to be paid to the NDMC quarterly Rs 8 Lacs (Rs Eight Lacs)**. Subject to this RFP the Project will be awarded to the Bidder quoting the highest quarterly payment to NDMC. The payment shall be made to NDMC from the next month ending from the Commercial operation date and shall be paid within 10<sup>th</sup> of every English calendar month during the entire period of the contract. Annual increment of 3% for the entire period of the lease shall also be borne by successful bidder on the minimum guaranteed amount.
- 1.20** The Concessionaire will be entitled to levy and charge an appropriate User Charges from users of the Project.
- 1.21** Performance guarantee in the form of a bank guarantee of Rs 25.00 Lacs of any scheduled bank guaranteed by RBI, on non-judicial stamp paper worth Rs 100.00 shall be submitted within 7 days of being declared as the successful bidder to ensure that the work should commence within 2 months and complete the execution of the project within the stipulated time period. The Bank Guarantee shall be retained by NDMC as a guarantee to ensure that the project is being executed to the satisfactory of NDMC.

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**1.22** The Concessionaire shall pay all duties and taxes, levies etc. in consequence of its obligations under this RFP, 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.

**1.23** "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 not be later than 7 months from date of handing over of 80% of project site by NDMC to the Concessionaire.

**1.24** Further, other details of the process and the terms thereof are spelt out in this RFP.

**1.25** Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the Deputy Director- Projects, NDMC. The envelopes/ communication shall clearly bear the following identification/ title:

**1.26** "Queries/ Request for Additional Information: RFP for PPP project for Developing, Running, Managing and Maintaining of Multi-Disciplinary Sports Academy, Up Grading of Existing Infrastructure to bring to Internationally Approved Standards at NDMC Palika Multipurpose Gymnasium at Laxmi Bai Nagar, New Delhi, on Design, Develop, Operate, Manage and maintain basis".

#### **1.27 SCHEDULE OF BIDDING PROCESS**

The Authority shall endeavour to adhere to the following schedule:

<b>Event Description</b>	<b>Date</b>
Bidding document procurement start date	27/04/2015
Pre-Bid Meeting	05/05/2015
Bid Due Date	19/05/2015 Up to 15:00 hours
Opening of Technical Proposals	19/05/2015 at 15:30 hours
Opening of Financial Proposals	To be intimated
Validity of Bids	180 days of Bid Due Date





## Eligibility of Bidders

- 2.1** Bids are invited from prospective bidders; for determining the eligibility the following shall apply:

(a) The Bidder should be a single entity or a consortium. A Bidder may either be a company, private or public.

(i) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

**Technical Qualification:** To be eligible for pre-qualification and short-listing, the Bidders shall have to satisfy the following conditions of eligibility:

(a) **Technical Capacity:** For demonstrating technical capacity, the bidder should have experience in the field of setting up or running sports facility/coaching setting up of gymnasium and/or other similar projects with regard to sports in India / abroad, proof of execution of project to be provided with bid documents. (the "Technical Capacity")

(b) **Financial Capacity:** The Bidder shall have a minimum Net Worth at the clause of FY 2013 -14 (the "Financial Capacity") of:

- i. **Average Annual Turnover:** Average Annual Turnover of at least Rs. 1 Crore from the similar sports / gym related business for the past 3 years. AND
- ii. **Minimum Net Worth:** At least Rs 1 Crore from the similar sports / gym related business at the end of FY 2013-14.

- 2.2** The Bidders shall enclose with its letter comprising the bid, as per the format at Appendix-I, complete with its Annexes, the following:

- a) In case a particular job/ contract has been executed by the Bidder, it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- b) certificate(s) from its statutory auditors specifying the Average Annual Turnover in last three years and Net Worth of the Bidder as at the close of the preceding financial year specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause. For the purposes of this RFP, net worth (the "Net Worth") shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

## GENERAL TERMS OF BIDDING

A Bidder is eligible to submit only one Bid for the Project.

- 2.3** The Bidding Documents include the Request for Proposal (RFP) and the Draft Concession Agreement for the Project. The aforesaid documents and





any agenda issued subsequent to this RFP Document, or modified RFP documents but before the Bid Due Date, will be deemed to form part of the Bidding Documents

- 2.4** The Financial Proposal should be furnished in the format at Appendix - II, clearly indicating the bid amount in both figures and words, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

## **OTHER CONDITIONS**

- 2.5** Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.6** The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.7** The Bidding Documents including the RFP and all attached documents are and shall remain the property of the NDMC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.
- 2.8** A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- (i) Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
  - (ii) a constituent of such Bidder is also a constituent of another Bidder; or
  - (iii) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - (iv) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or

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- (v) such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

**2.9** A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process subsequent to the (i) issue of the LOI or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Successful Bidder or Concessionaire, as the case may be, after issue of the NOA or execution of the Concession Agreement, then notwithstanding anything to the contrary contained herein or in the LOI or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOI or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Successful Bidder or Concessionaire for the same.

**2.10** The RFP is not transferable.

**2.11** Any award of Concession pursuant to the RFP shall be subject to the terms of Bidding Documents.

**2.12** Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.

**2.13** A Bidder should, in the last 3 (three) years, 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 against the Bidder, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, Consortium Member or Associate.

**2.14 COST OF BIDDING**

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.





### **3.1 SITE VISIT AND VERIFICATION OF INFORMATION**

3.1.1. Bidders are advised to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

3.1.2. It shall be deemed that by submitting a Bid, the Bidder has:

- (a) Made a complete and careful examination of the Bidding Documents;
- (b) Received all relevant information requested from the Authority;
- (c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 3.1.1 above;
- (d) Satisfied itself about all matters, things and information including matters referred to in Clause 3.1.1 herein above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- (e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 3.1.1 herein above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement;
- (f) Acknowledged that it does not have a Conflict of Interest; and
- (g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

### **3.2 RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS**

3.2.1 Notwithstanding anything contained in the RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

3.2.2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.





Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (i) Invite the remaining Bidders to submit Bids in accordance with this RFP; or
- (ii) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

3.2.3. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Concessioneing Authority, that one or more of the pre- qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOI or entering into of the Concession Agreement, and if the Bidder has already been issued the LOI or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case maybe, as compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

3.6.4. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

#### **4. CLARIFICATIONS**

4.1. Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause mentioned before. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.27. The Authority shall endeavor to respond to the queries within the reasonable period. The responses will be uploaded in the website [www.ndmc.gov.in](http://www.ndmc.gov.in) without identifying the source of queries.

4.2. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the





Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

4.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

## **5. AMENDMENT MODIFICATION OF RFP**

5.1. At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addendum.

5.2. Any Agenda/Modification thus issued will be uploaded in the website [www.ndmc.gov.in](http://www.ndmc.gov.in)

5.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

## **6. LANGUAGE**

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

## **7. FORMAT AND SIGNING OF BID**

7.1 The Bidder shall provide all the information sought under this RFP. The authority will evaluate only those Bids that are received in the required formats and complete in all respects.

7.2 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

7.3 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.





**8. LATE BIDS**

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

**11. MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF BIDS**

11.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

11.2. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

11.3. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

**12. REJECTION OF BIDS**

12.1. The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

12.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

**13. VALIDITY OF BIDS**

The Bids shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

**14. CONFIDENTIALITY**

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





**15. CORRESPONDENCE WITH THE BIDDER**

The Authority shall not entertain any correspondence from any Bidder in relation to acceptance or rejection of any Bid.

**16. OPENING AND EVALUATION OF BIDS**

16.1 The Authority shall open the Technical Proposals at 1530 hours on the Bid Due Date, at the office of NDMC and in the presence of the Bidders who choose to attend.

16.2 Applications for which a notice of withdrawal has been submitted shall not be opened.

16.3 The envelopes marked Financial Proposal shall be kept separately for opening at a later date after evaluation of Technical Proposal.

16.4 The Authority shall open Financial Proposals of only those Bidders who meet the eligibility criteria specified in this RFP at such date and time as intimated by the Authority.

16.5 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions mentioned in this RFP.

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

**17. EVALUATION OF TECHNICAL PROPOSAL**

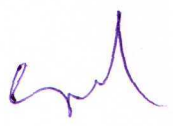
The Bidder's competence and capability shall be evaluated on the basis of by the following parameters:

- a) Technical Capacity; and
- b) Financial Capacity

**18. TESTS OF RESPONSIVENESS**

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

- (a) Technical Proposal is received as specified
- (b) It is received by the Bid Due Date including any extension by NDMC thereof;
- (c) it is signed, sealed, hard bound and marked as stipulated in Clauses before;
- (d) it is accompanied by the Bid Security as specified earlier;
- (e) it is accompanied by the Power(s) of Attorney as specified, as the case may be;
- (f) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.





**19. DETAILS OF EXPERIENCE**

19.1. The Bidder should furnish the details of Eligible Experience during the past 3 (three) years w.r.t. projects specified in paragraphs before.

19.2. The Bidders must provide the necessary information relating to Technical Capacity provided.

19.3 The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format provided.

**20. FINANCIAL INFORMATION FOR PURPOSES OF EVALUATION**

20.1. The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Bid is made.

20.2. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.

20.3. The Bidder must establish the minimum Average Annual Turnover and Net Worth specified earlier, and provide details as per format at Annex-III of Appendix-I.

**21. TECHNICAL CAPACITY FOR PURPOSES OF EVALUATION**

The Bidder must establish the Technical Capacity as mentioned in Clause earlier (a), and provide details.

The Bidder shall quote experience in respect of a particular Eligible Project only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

The entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six percent) equity during the entire year for which Eligible Experience is being claimed.

*lp*



## **22. SHORTLISTING OF BIDDERS**

22.1 In the first step of evaluation, Technical Proposals of Bidders adjudged responsive shall be considered for Technical evaluation. The Bidders qualifying as per the conditions shall be shortlisted as pre-qualified Bidders and shall be considered for the next step of evaluation.

23.2 In second step of evaluation; Financial Proposals of only those Bidders who have passed the first step shall be opened in presence of the nominees of the Bidders, who choose to attend the same.

## **23. SELECTION OF BIDDER**

23.1 The Bidders whose Financial Proposal is adjudged as responsive & unconditional and who quotes the highest Minimum Guarantee Fees above the Threshold Fees as defined in Clause 1.19 shall be declared as Successful Bidders. (The "Successful Bidder")

23.2. In the event that two or more Bidders quote the same amount of Minimum Guarantees Fee (the "Tie Bidders"), the Authority shall identify the Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

23.3 In the event that the highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may, at its discretion, invite all the remaining Bidders to re validate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the highest Bidder, it shall be the Successful Bidder. If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Successful Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest Bidder in the second round of bidding, the said third highest bidder shall be the Successful Bidder.

23.4 In the event that no Bidder offers to match the highest Bidder in the second round of bidding as specified, the Authority may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to re validate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.





23.5. After selection, a Letter of Intent (the "LOI") shall be issued, in duplicate, by the Authority to the Successful Bidder and the Successful Bidder shall, within 14 (fourteen) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgment thereof. In the event the duplicate copy of the LOI duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Successful Bidder to acknowledge the LOI, and the next eligible Bidder may be considered.

23.6. After acknowledgment of the LOI as aforesaid by the Successful Bidder, it shall execute the Concession Agreement within the prescribed period. The Successful Bidder shall not be entitled to seek any deviation in the Concession Agreement.

#### **24. CONTACTS DURING BID EVALUATION**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

#### **25. FRAUD AND CORRUPT PRACTICES**

25.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Concession Agreement, the Authority shall reject a Bid, withdraw the LOI, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

25.2. Without prejudice to the rights of the Authority under Clause 25.1 hereinabove and the rights and remedies which the Authority may have under the LOI or the Concession Agreement if a Bidder or





Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- b) "Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
- c) "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d) "Undesirable Practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

*Spil*



## **26. PRE-BID CONFERENCE**

26.1. Pre-Bid conference of the Bidders shall be convened on as per clause 1.27 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.

26.2. During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

26.3 The authority shall reply only those clarifications which are received in writing.

## **27. MISCELLANEOUS**

27.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

27.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) Consult with any Bidder in order to receive clarification or further information;

© Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

(d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

27.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations here under, 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.





## 28. PROJECT COMPONENTS

### A) MINIMUM MANDATORY DEVELOPMENT OBLIGATION

The successful bidder would be required to submit the mode of deployment. The successful bidder must meet the following terms and conditions: Invest to re-develop Palika Multipurpose Gymnasium at Laxmi Bai Nagar and vacant land therewith within 12 months to enable installation of following:

Specification	Unit
Badminton Courts	2-4
Basketball/Tennis Courts	1-3
Site Development & Outdoor Electrical	
Renovation of Existing Infrastructure	
All Maintenance, man power	
<b>Total</b>	

### B) Optional Components

- Pre-fab. Swimming Pool, if permission is granted by NDMC and other agencies.
- Set up a multi-cuisine restaurant / cafeteria and if the permission is granted by NDMC and other agencies as per the development controls / building bye laws.

### C) I) Reinvest in existing facilities like Multi Gym, Table Tennis, Squash Court, yoga, functional training and spinning studio and to provide training and plug and play facility which meets International Standards of respective sports.

- Recruit qualified Coaches who can speak fluent English for each sport facility to guide, train and assist patrons as per International norms.
- Rebuild by investing in the state of the art Gym.

II) Provide Minimum 2 to 4 Nos. covered badminton courts.

III) Provide for rising of boundary wall linked with habituated area of Pilanji Village in manner that the compound is safeguarded and prevents pilling of garbage, malba and waste articles by residents of surrounding areas.

### D) Setting of Coaching programs / academies

I) Provide world class coaching programme / academies for patrons and members in the discipline of Table Tennis, Lawn Tennis and Basketball.

II) Run a free coaching programme / academies for the girls from NDMC schools of self-defence classes.

III) Run a free class to NDMC school students to deliver key healthy living and life style messages.

IV) NDMC employees shall get 50% discount on all services being offered by the Sports Complex and the fees / charges will be collected by the bidder as per norms.

V) One small pantry with packed food (on MRP) can be installed by the concessioner.

VI) Staff already working in the Mini Stadium will also be retained.



#### **E) OPERATIONS & MAINTENANCE:**

This includes operation of the complex i.e. regular cleaning of the complex 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:

- I. **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.
- II. **Electricity supply:** The Concessionaire may install solar panel within the premise to help generate electricity. However NDMC shall ensure adequate electricity supply for proper lightings inside the ground. The supply shall be provided by NDMC.
- III. **Sewage Connections:** The Concessioning Authority shall cater for the Sewage connection for the ground.
- IV. **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.
- V. **Waste Disposal:** The Concessionaire shall install litterbins at the Ground and disposal of the collected waste shall be the responsibility of the Concessionaire.
- VI. **Safety & Security:** The safety and security of the ground rests with the Concessionaire.

#### **29. Representation of the Parties**

Each Party represents to the other Parties 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 and authority 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, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other





instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

### **30. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, 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 qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.





## **APPENDIX - I**

### **LETTER COMPRISING THE BID (On the Letterhead) of Applicant/Lead Members**

Dated:

To,

Director - Projects,

NDMC

New Delhi

**Sub: Proposal for Project - PPP project for Developing, Running, Managing and Maintaining of Multi- Disciplinary Sports Academy, Up Grading of Existing Infrastructure to bring to Internationally Approved Standards at NDMC Palika Multipurpose Gymnasium at Laxmi Bai Nagar, New Delhi, on Design, Develop, Operate, Manage and Maintain basis.**

Dear Sir/Ma'am,

With reference to the RFP document dated 27/04/2015, I/we, having examined the RFP document and understood its contents, hereby submit my/our Proposal for the aforesaid project. The Proposal is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying such Proposal of the Bidders, and we certify that all information provided in the Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal statement.
5. I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we or our 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 nor have had any contract terminated for breach on our part.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the RFP document, including any Agenda issued by the Authority.
  - (b) I/ We do not have any conflict of interest in accordance with Clauses mentioned in the RFP document; 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, as defined in Clause ' of the RFP document, in respect of any tender or request for proposal 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 RFP provisions of Clause 25 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that Authority may cancel the Bidding Process at any time and that Authority is neither bound to accept any Proposal that it may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
9. I/ We believe that our Average Annual Turnover and Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
10. I/ We declare that we are not a Member of any other Bidder applying for qualification.
11. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our 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 Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we or our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or our Associates or against our CEO or any of our Directors/ Managers/ employees.
14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process.
15. I/ 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 provisions of this RFP; we shall intimate the Authority of the same immediately.
16. The Statement of Legal Capacity as per format provided at Annex-V in Appendix- I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of proposal and the power of attorney for Lead Member of consortium, as per





format provided at Appendix IV and V respectively of the RFP, are also enclosed.

17. I/ We understand that the Successful Bidder shall be an existing Company incorporated under the Indian Companies Act, 1956 / 2013,
18. I/ We hereby confirm that we are in compliance of/ the requirements specified in the RFP.
19. 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 the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
20. In the event of my/ our being declared as the Successful /Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
21. The Minimum Guarantee Fees has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
22. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.
23. I/ We offer a Bank Guarantee Security of Rs 25,00,000/- (Rupees twenty five lacs only) to the Authority in accordance with the RFP Document.
24. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.
25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
26. I/ We certify that in terms of the RFP, my/our Net worth is Rs \_\_\_\_\_  
(in words \_\_\_\_\_) and  
Average Annual Turnover is Rs \_\_\_\_\_  
(in words \_\_\_\_\_).
27. We are submitting the bid as a Single Entity
28. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire as per the terms of Concession Agreement.

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

Yours faithfully

Date: (Signature, name & designation of the Authorized Signatory)

Place: Name and seal of the Bidder/ Lead Member





## **APPENDIX - I ANNEX - I**

### **DETAILS OF BIDDER**

1.

- (a) Name:
- (b) Country of incorporation:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project]:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Telephone Number:
- (f) E-Mail Address:
- (g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:
- (e) Fax Number:

1. Has the Bidder been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT or otherwise).

2. If the answer to 1 is yes, does the bar subsist as on the date of proposal?

3. Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?

4. A statement by the Bidder disclosing material non- performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Yours faithfully

Date: (Signature, name and designation of the Authorised Signatory)

**Place: Name and seal of the Bidder**





**APPENDIX I ANNEX-II**  
**FINANCIAL CAPACITY OF THE BIDDER**  
(On Letterhead of the Bidder)  
(In Rs. crore)

**TURNOVER RELATED DATA**

Year	Turnover in Rs Crores
2011-12	
2012-13	
2013-14	
Average Annual Turnover for past three years	

**NET-WORTH RELATED DATA FOR THE PRECEDING FINANCIAL YEAR:**

Year	Net Worth (In Rs Crore)
2013-14	

**Name & address of Bidder's Bankers:**

Signature\_\_\_\_\_

Name & Designation of Authorised Person

Company Seal Company:

Company:

Date:

**Instructions:**

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:

- a) reflect the financial situation of the Bidder or Consortium Members and its/their Associates where the Bidder is relying on its Associate's financials;
- b) be audited by a statutory auditor;
- c) be complete, including all notes to the financial statements; and
- d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

3. The Bidder shall also provide the name and address of the Bankers to the Bidder.





**FINANCIAL CAPACITY OF THE BIDDER**  
**(On Letterhead of the Auditor)**

Bidder Name	Net Worth (2013)	Annual Turnover			
	2013-14	2011-12	2012-13	2013-14	Average Annual Turnover
Bidder Name					
TOTAL					

**Certificate from the Statutory Auditors**

This is to certify that the above information has been examined by us on the basis of relevant documents & other Financial information presented before us by ..... **(Bidder Name)** and the information stated above is true & correct, wherein Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) **less** (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

**(Signature, Address, Seal & Membership No. of Chartered Accountant)**

**Name and designation of the Authorised Signatory**

**Date:**

**Signature:**





## APPENDIX - II FINANCIAL PROPOSAL

(On Bidder Letterhead)

Dated:

To,  
Director (Project)  
NDMC  
New Delhi

**Sub:PPP project for Developing, Running, Managing and Maintaining of Multi- Disciplinary Sports Academy, Up Grading of Existing Infrastructure to bring to Internationally Approved Standards at NDMC Palika Multipurpose Gymnasium at Laxmi Bai Nagar, New Delhi, on Design, Develop, Operate, Manage and Maintain basis.**

Dear Sir,

1. With reference to your RFP document dated 27/04/2015, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2.All information provided in the Bid and in the Appendices is true and correct.

3.In the event of my/ our being declared as the Successful Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

4.I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.

5.The minimum guaranteed payment has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Bid.

6.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 / Concession is not awarded to me/us or our Bid is not opened.

7.I/We hereby submit our Bid and offer a Minimum Guaranteed Payment in the form of **Rs** \_\_\_\_\_

**(in words** \_\_\_\_\_ **)**

of the Concessioning Authority for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.





8.I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

9.I/We agree and undertake to abide by all the terms and conditions of the RFP document.

10.I/We agree and understand that a bid amount of less than \_\_\_\_\_ minimum guarantee of 8 Lacs per month shall be considered as non-responsive and shall not be considered for evaluation

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

Yours faithfully, Date:  
(Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)

Name and seal of Bidder





## POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. /

Ms (Name), son/daughter/wife of and presently residing at , who is [presently employed with us] , 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 Project - XXXXXXXX including but not limited to signing and submission of all proposals, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the NDMC, representing us in all matters before the NDMC, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the NDMC 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 entering into of the Concession Agreement with the Concessioneing Authority.

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.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTEDTHIS POWER OF ATTORNEY ON THIS DAY OF , 20\*\*.

For

(Signature)

(Name, Title and Address)

Witnesses:

1

2

Accepted

[Notarised] (Signature)

(Name, Title and Address of the Attorney)

### Notes:

- 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.

- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a 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.

- 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.

