

JOB NO: 52/GM/SM(WC-2)/2020-21

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

Request for Proposal (RfP)



Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida

November 2020

Issued by:
New Okhla Industrial Development Authority
Main Administrative Building
Sector 6, Noida- 201301
Uttar Pradesh, India

Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida

Data Sheet

1	Name of the Bid	RFP for Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida
2	Time-period of contract	12 years + extension for 3 years (1+1+1) based on performance
3	Method of selection	Cost Based Selection / Highest Licensee Fee Quote
4	Bid Processing Fee	INR 5,000+ GST (Rupees five thousand only + GST@18% as applicable) (through RTGS/DD only)
5	Ernest Money Deposit (EMD)	INR 2,00,000/- (Rupees two lakhs only) (through RTGS/DD only)
6	Financial Bid to be submitted together with Technical Bid	Yes
7	Name of the Sports Complex's official for addressing queries and clarifications	Senior Manager, Work Circle-II Water Works Compound, Sector 19 Noida – 201301 District: Gautam Budh Nagar, Uttar Pradesh Email: pewc2noida@gmail.com
8	Bid Validity Period	90 days
9	Bid Language	English
10	Bid Currency	INR
11	Schedule of Bidding Process	
	Task	Key Dates
	Uploading of Bid	24-12-2020
	Last date of receiving queries	06-01-2021
	Bid start Date & Time	24-12-2020
	Bid end Date & Time	06-01-2021
	Opening of Technical Bid	07-01-2021
	Opening of Financial Bid	To be communicated later
	Issuance of Notice/Letter of Award (NOA/LOA)	Within 15 days of selection of preferred Bidder

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14	Performance Security	5% of the Total quoted License Fee of the entire License Period
15	Consortium to be allowed	Yes
16	Sub-contracting is allowed	Yes
17	Account details	(a): For Bid Processing Fee/EMD <Name of the Bank> <Address of Bank> A/C No. <Account Number> IFSC Code: < >

Disclaimer

This request for proposal (RFP Document or tender document or tender) for “Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida” (‘the Project’) contains brief information about the Project, eligibility criteria, and selection process for the Operator (or “Licensee” or “the Agency”). The purpose of the Document is to provide the Bidders with information to assist the formulation of their bidding documents.

While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this Document does not purport to contain all the information required by the Bidders. The Bidder should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid application. New Okhla Industrial Development Authority (“NOIDA” or “the Authority”) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document.

NOIDA reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate Addendum as NOIDA may deem fit without assigning any reason thereof.

NOIDA reserves the right to accept or reject any or all applications without giving any reasons thereof. NOIDA will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the bid applications to be submitted in terms of this RFP Document.

Glossary

- 1) **“Addendum / Amendment”** means any written amendment / addendum /corrigendum to this RFP, from time to time issued by NOIDA to the prospective bidders.
- 2) **“Applicable Laws”** means all the laws including local, state, central or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also include judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- 3) **“Bank Guarantee / Performance Bank Guarantee”** means Guarantee issued by a scheduled bank in favour of NOIDA.
- 4) **“Bidder”** or **“Tenderer”** means a sole proprietorship, registered partnership firm, LLP, public limited company, private limited company, society/trust, Government entity, Public Sector Enterprise or Consortium of any of the above and its Successor in title and assigns which is submitting its bid pursuant to RFP Documents.
- 5) **“Bid Due Date”** means Bid Submission end date and time given in the E-tender.
- 6) **“Contract”** means the Contract signed by the Parties and all the attached documents, if any
- 7) **“Earnest Money Deposit (EMD)”** means the refundable amount to be submitted by the Bidder along with RFP documents to NOIDA.
- 8) **“License Fee”** means the monthly minimum fixed fees or revenue share payable by the Successful Bidder to NOIDA each month for the Indoor Stadium License Period which shall be paid in accordance with the Agreement. The revenue share payable shall be as specified in this RFP document while the minimum fixed fees will be the amount stipulated by the Bidder in its Financial Bid, as provided in Form F1 to this RFP.
- 9) **“Gross Revenue”** means the total revenue earned by the Licensee excluding GST as applicable i.e. $\text{Gross Revenue} = (\text{Total Revenue}) - (\text{GST, if included in bill})$

Total revenues shall be the sum total of the following:

 - a. Revenue earned through ticketing, coaching, events organized, advertising during these events, license fee of subletted stalls/pantry, etc. and
 - b. Any other revenue earned from the Project by the Operator (subject to approval by the Authority).

It will be the responsibility of the Licensee to have 100% transparency of accounted receipts
- 10) **“Highest Bidder”** means the Bidder who quotes the highest license fee
- 11) **“Interest Free Security Deposit/ Performance Bank Guarantee”** means interest free amount to be deposited by the Licensee with NOIDA as per terms and conditions of License Agreement as a security against the performance of the License Agreement.
- 12) **“License”** means the Indoor Stadium granted by NOIDA to the Licensee at Noida Stadium Sector-21 A, Noida under terms and conditions of the License Agreement.
- 13) **“Licensee”** means the Selected Bidder, who has executed the License Agreement with NOIDA pursuant to the conclusion of the bidding process.
- 14) **“License Agreement”** or **“Contract”** or **“Agreement”** means the Agreement to be executed between NOIDA and the selected bidder.

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- 15) **“License Period”** means a period of 12 (twelve) years further extendable to 3 (1+1+1) based on performance review, with the lock in period of 3 years and including 1 year Moratorium Period.
- 16) **“Moratorium Period”** means the License Fee free period of maximum 1 (one) year, from the Date of execution of License Agreement, provided by Noida to the Licensee.
- 17) **“NOIDA” or “The Authority”** means New Okhla Industrial Development Authority (or “Licensor”)
- 18) **“Notice of Award (NOA)”** means the written notice issued by NOIDA to the Selected Bidder(s) intimating the acceptance of Selected Bidder's Proposal for the award of License
- 19) **“Party”** means Licensee or Licensor (together they are called **“Parties”**)
- 20) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities
- 21) **“Permitted Activities”** means the activities as approved by the Authority and mentioned in the detailed scope of work in this RFP
- 22) **“Area” or “Property” or “Location”** means premises of the Indoor Stadium to be granted as per terms and conditions of the License Agreement.
- 23) **“Project”** means the operation and maintenance of the Indoor Stadium.
- 24) **“Re. or Rs. or INR”** means Indian Rupee
- 25) **“Successful Bidder” or “Operator”** means the bidder who has been selected by NOIDA, pursuant to the bidding process for award of License.
- 26) **“Subletting”** means to rent part of the licensed space to someone else.
- 27) **“Total quoted Fixed Fee”** means the monthly fixed fee quoted in the financial proposal which shall be the minimum guaranteed revenue that must be paid by the Operator to the Authority

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto hereinabove.

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1. Section I: General Introduction

1.1. Introduction to the Project

New Okhla Industrial Development Authority (hereinafter referred to as “NOIDA” or “the Authority”) is the nodal agency responsible for development and administration of the city of Noida.

Noida has constructed an Indoor Stadium at the 69 acre multi-sports “Noida stadium”. It offers a variety of sports facilities to people of all age groups). The Indoor Stadium aims to provide top tier grounds for training of Players in sports like Badminton, Table Tennis among others, for beginners and professional athletes alike, as well as to host competitive events. The Indoor Stadium covers an arena of 56.5 m x 43.5m with a total capacity of about 4000 spectators. The idea is to involve experts in running the operations, bringing footfall and conduct activities as specified in this RFP.

In this regard, the Authority invites bids for Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida on an as is where is basis for a tenure of 12 years, further extendable by a period of 3 years (1+1+1) based on performance review. The agreement will be on a revenue sharing basis (details specified ahead) with the operator bearing all costs pertaining to sports equipment, seating, ticketing, maintenance of the indoor stadium and equipment. The operator shall determine the pricing for the public use (except in certain conditions as specified later in this document), coaching fees, event participation, using their discretion.

1.2. Brief description of the selection process

- a. NOIDA invites technical eligibility and financial Bids from Bidders to perform the duties and functions set forth in this Bid.
- b. NOIDA intends to select the Bidder through an open bidding process in accordance with the procedure set out herein.
- c. The Financial Bid of only technically eligible Bidders shall be opened.

1.3. Contents of the RFP Document

The RFP Document comprises of the contents as listed below:

Section I General Information	<ol style="list-style-type: none"> 1. Introduction to the Project 2. Salient Information 3. Brief description of the selection process 4. Content of the RFP Document
Section II Instruction to bidders	<ol style="list-style-type: none"> 1. General Instructions 2. Preparation and Submission of proposals 3. Bid Opening
Section III Qualification and Selection Criteria	<ol style="list-style-type: none"> 1. Eligibility Criteria 2. Technical Evaluation Criteria 3. Selection Criteria 4. Contacting the Authority 5. Award of Contract 6. Notification of Award

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	<ul style="list-style-type: none"> 7. Performance Security 8. Signing of Contract/Agreement
<p>Section IV Terms of reference</p>	<ul style="list-style-type: none"> 1. Scope of Work 2. Fees 3. Time Period 4. Moratorium 5. Timeline and Deliverables
<p>Section V General Conditions of License Agreement</p>	<ul style="list-style-type: none"> 1. General Provisions 2. Commencement, Completion, Modification and Termination of License Agreement 3. Settlement of Disputes 4. Third party Insurance 5. Indemnification 6. Fraud and Corrupt Practices 7. Negotiations 8. Obligations of the Operator 9. Obligations of the Noida Authority 10. Miscellaneous
<p>Section VI Special Conditions of License Agreement</p>	<ul style="list-style-type: none"> 1. Attendance and Biometric 2. Concessional coaching rates 3. Conducting sporting events in the Indoor Stadium 4. Signage and advertisements in the Indoor Stadium 5. Sporting equipment
<p>Section VII Forms</p>	<p>Relevant Pro-forma for submission of bids</p>
<p>Section VIII</p>	<p>Annexure</p>

All communications should be addressed to:

Senior Manager, Work Circle – II,
Water works compound, Sector 19 Noida -201301
District- Gautam Budh Nagar, Uttar Pradesh
Email: pewc2noida@gmail.com

2. Section II: Instructions to Bidders

A. General instructions

2.1. Number of Proposals and respondents

- I. No Bidder or its Associate shall submit more than one Proposal, in response to this RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Proposal.

2.2. Cost of Bid Document / e-Tender Processing Fee

- I. The Bidder shall bear all costs associated with the preparation and submission of the e-bid. Noida Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the e-bid process.
- II. This tender document is available on the web site <http://etender.up.nic.in> or on NOIDA website (www.noidaauthorityonline.in) to enable the tenderers to view, download the e-bid document and submit bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The tenderers shall have to pay cost of bid document/ e-Tender processing fee of as mentioned in Data Sheet through RTGS/NEFT only payable in favour of New Okhla Industrial Development Authority in the A/c No. mentioned in Data Sheet. The scanned copy of RTGS/NEFT receipt with transaction Id certified by the same bank must be enclosed along with the bid. This cost of e-bid document/ e-Tender processing fee as mentioned in Data Sheet will be non-refundable. Tender without cost of e-bid document/ e-Tender processing fee in the prescribed form, will not be accepted.

2.3. Right to accept and reject any or all the Proposals

- I. Notwithstanding anything contained in this e-Bid, NOIDA reserves the right to accept or reject any Bid and to annul the selection 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 thereof.
- II. NOIDA reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or uncovered, or
 - b. The Bidder does not provide, within the time specified by NOIDA, the supplemental information sought by NOIDA for evaluation of the e-Bid.
- III. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest-ranking Bidder gets disqualified / rejected, then the NOIDA reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of NOIDA, including annulment of the Selection Process.

2.4. Acknowledgement by Bidder

- I. It is desirable that the Bidder submits its Proposal after verifying the availability of the data, information and/ or any other matter considered relevant.
- II. It would be deemed that by submitting the Proposal, the Bidder has:
 - a. Made a complete and careful examination and accepted the RFP Document in total;
 - b. Received all relevant information requested from Noida Authority and;
 - c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the bid or furnished by or on behalf of NOIDA;
 - d. Satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;

- e. Made a complete and careful examination of the various aspects of the scope of work including but not limited to:
 - i. Site
 - ii. Type of Project
 - iii. Existing data or any relevant information;
 - iv. All other matters that might affect the Bidder's performance under the terms of this RFP Document.
- III. Noida Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

2.5. Availability of Bid Document

- I. This Bid document is available on the web site <http://etender.up.nic.in> or on NOIDA website <http://www.noidaauthorityonline.in/> to enable the Bidders to view, download the bid document and submit bids online up to the last date and time mentioned in bidder notice/ bid document. The Bidder's shall have to pay Bid Processing fee and EMD as mentioned in Data sheet through RTGS/ NEFT on addresses given in data sheet. The scanned copy of RTGS/ NEFT with transaction ID certified by the same bank must be enclosed along with the e-bid. This Bid Processing fee will be non-refundable. Bid without Bid fee in the prescribe form will not be accepted.

2.6. Amendment of e-bid Document

- I. At any time prior to the deadline for submission of bid, NOIDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid document by amendments. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NOIDA's website www.noidaauthorityonline.in. The relevant clauses of the bid document shall be treated as amended accordingly.
- II. It shall be the sole responsibility of the prospective Bidder to check the web site <http://etender.up.nic.in> and NOIDA's website www.noidaauthorityonline.in
- III. From time to time for any amendment in the bid documents. In case of failure to get the amendments, if any, NOIDA shall not be responsible for it.
- IV. To allow prospective bids a reasonable time to take the amendment into account in preparing their bids, NOIDA, at the discretion, may extend the deadline for the submission of bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in> or NOIDA's website www.noidaauthorityonline.in

2.7. Clarifications of e-bid

- I. During evaluation of e-bid, NOIDA may, at its discretion, ask the Bidder for a clarification of his/her e-bid. The request for clarification shall be in writing.
- II. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to Senior Manager, Work Circle – II, Water works compound, Sector 19 Noida -201301 District- Gautam Budh Nagar, Uttar Pradesh Email: pewc2noida@gmail.com **only before or during Pre-bid Meeting** held at NOIDA. The envelopes/ communication shall clearly bear the following identification/ title: "**Queries/ Request for Additional Information: "RFP for Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida"**". The responses will be posted to all such queries on the official Website www.noidaauthorityonline.in. NOIDA reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring NOIDA to respond to any question or to provide any clarification.
- III. A pre-submission meeting shall be called on the date mentioned in Data Sheet at NOIDA Boardroom. Any change corresponding to date, if any, shall be communicated to the Bidder vide NOIDA/ e-Tendering website.
- IV. Bidders are encouraged to submit their respective Bids after visiting the Location and ascertaining themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and

other utilities, access to site, handling and storage of materials, weather data, Applicable Laws and regulations and any other matter considered relevant.

- V. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
- VI. However, NOIDA shall not entertain any correspondence from the Bidders during the period of bid opening to selection of the Operator. Any wrong practice shall be dealt in accordance with the Section 5.9 of this bid document under Fraud and Corrupt Practices.

B. Preparation and Submission of Proposals

2.8. Language and currency

- I. The e-bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the e-bid 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 e-bid, the English language translation shall prevail.
- II. The currency for the purpose of the e-bid shall be the Indian Rupee (INR)

2.9. E-bid validity period and extension

- I. e-Bid shall remain valid for 90 days after the date of e-Bid opening prescribed by NOIDA. An e-Bid valid for a shorter period shall be rejected by NOIDA as non-responsive.
- II. In exceptional circumstances, NOIDA may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing.

2.10. Correspondence with the Bidder

- I. Save and except as provided in this e-Bid, Noida shall not entertain any correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.
- II. Subject to Clause 3.4, no Bidders or its Technical Partners shall contact Noida on any matter relating to his e-Bid from the time of Bid opening to the time license is awarded.
- III. Any effort by the Bidder or by its Technical Partners to influence Noida in the Bid evaluation, Bid comparison or license award decisions, may result in rejection of his Bid.

2.11. Format and Signing of Proposals/ Bids

- I. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- II. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the license. The later authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.
- III. Bidders should provide all the information as per the RFP and in the specified formats. NOIDA reserves the rights to reject any proposal that is not in the specified formats.
- IV. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

2.12. Deadline for submission of e-bid

E-Bid (Technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic.in> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). NOIDA may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of NOIDA and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.13. Submission of e-bid

- I. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online in response to this e-Bid published by NOIDA.
- II. Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.
- III. The Bidder should submit their e-Bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.
- IV. Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

2.14. Instructions for submitting e-bid

- I. For participating in e-Bid through the e-Bidding system it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login Id and password by registering themselves with U.P. Electronics Corporation Ltd., Lucknow if they have not done so previously for registration.
- II. In addition to the normal registration, the Bidder must register with his/her digital signature certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.

For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login Id and perform DSC registration exercise given above even before the e-Bid submission date starts. NOIDA shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.

- III. The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting and the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. Before this, the Bidder should download the e-Bid document and price schedule/bill of quantity (BOQ) and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).
- IV. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical (fee details,

qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets given in the Bid details. The details of the RTGS/NEFT should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

- V. Next, the Bidder should upload the technical e-Bid documents for fee details (Bid processing fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the Bidder's computer. The required documents for each document label of technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- VI. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document is digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- VII. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- VIII. NOIDA reserves the right to cancel any or all e-Bids without assigning any reason.

2.15. Late bid

- I. Bids received by NOIDA after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- II. The server time indicated in the bid management window on the e- procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- III. Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder should start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

2.16. Withdrawal and resubmission of e-bids

- I. At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the Bidder should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.
- II. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's EMD.

- III. The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.
- IV. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- V. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

C. Bid Opening

2.17. Opening of Proposals

- I. Noida Authority would open the e-bids at the date and time mentioned in the Data Sheet of this document for the purpose of evaluation.
- II. Proposals shall be opened in presence of interested Bidders who choose to be present at specified time and location. (Please note – The representative is required to carry a copy during pre-bid and other related meetings as well). He / She shall sign a register evidencing their attendance at NOIDA. In the event of the specified date e-Bid opening being declared a holiday for the Authority, the e –bids shall be opened at the appointed time and place on the next working day.
- III. The Bidder who is participating in e-Bid should ensure that the RTGS/NEFT of Bid Processing Fee and EMD must be submitted in the prescribed account of NOIDA within the duration (strictly within opening & closing date and time of individual e-Bid) of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.
- IV. Noida Authority would subsequently examine Proposals in accordance with the criteria set out in this Document.

2.18. Confidentiality

- I. 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 NOIDA in relation to or matters arising out of, or concerning the Bidding Process. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal shall result in outright rejection of the offer, made by the said Bidder.
- II. NOIDA shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. NOIDA 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 NOIDA or as may be required by law or in connection with any legal process.

2.19. Tests of Responsiveness

- I. Prior to evaluation of bids, Noida Authority will determine whether each bid is responsive to the requirements of the RFP Document. The bid shall be considered responsive if:
 - i. It is received/ deemed to be received by the Bid Due Date and time including any extension

- ii. It is signed, sealed and marked as stipulated
 - iii. It contains all information required in this RFP Document.
 - iv. Information is provided as per the formats specified in the RFP Document.
 - v. Deposit of EMD & Bid Processing Fee
- II. Noida Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Noida Authority in respect of such bids.

2.20. Clarifications

- I. Any queries or request for clarification concerning this document shall be submitted by written letter duly signed by the authorized signatory at the address provided in this document so as to reach Noida Authority on or before the date and time as mentioned in the Data Sheet of this document.
- II. Noida Authority shall make reasonable endeavour to respond to the questions raised or clarifications sought by the Applicants. However, Noida 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 Noida Authority to respond to any question or to provide any clarification.
- III. Noida Authority may also on its own discretion, if deemed necessary, issue interpretations and clarifications to all Applicants by way of a common communication. All clarifications and interpretations issued by Noida Authority shall be deemed to be part of this document. Any verbal clarifications and information given by Noida Authority or its employees or representatives or consultants shall not in any way or manner be binding on Noida Authority. Noida Authority reserves its right to retract, change alter or modify any communications once given by any of its employees and/or consultants.
- IV. Noida Authority will provide adequate information/ support to the assist Applicants in the formulation of their application or response to this bid document.
- V. Further, to assist in the process of evaluation of Proposals, Noida Authority may, at its sole discretion, ask any Bidder/applicant for clarification on its bid. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

2.21. Proposal Evaluation

- I. The bids will be evaluated by the Evaluation Committee to be appointed by the Noida Authority.
- II. The Submissions of the Bidders would first be checked for responsiveness as set out in Clause 2.19. All bids found to be substantially responsive shall be evaluated as per the Technical Criteria set out in this RFP Document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NOIDA's decisions are without any right of appeal whatsoever.

2.22. Technical Proposal Screening

- I. The Technical Proposals of the Applicants would be screened as per the procedure set out in this document.

2.23. Negotiations

- I. Negotiations may be held at the date, time and address intimated to the qualified and Successful Bidder. Representatives conducting negotiations on behalf of the Successful Bidder must have written Noida Authority to negotiate and conclude a contract.

2.24. Award of Contract

- I. NOIDA will award the license as per evaluation criteria stated in the RFP Document.

- II. NOIDA will award the license to the Successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

2.25. Notice of Award (NOA)

- I. Prior to the expiration of the period of e-Bid validity, NOIDA will notify the Successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
- II. The acceptance of NOA will constitute the formation of the license agreement.
- III. Failure of the Successful Bidder to comply with the requirement of acceptance of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the EMD. In such an event, Noida Authority reserves the right to:
 - a. Either invite the next best Bidder for negotiations, or
 - b. Take any such measure as may be deemed fit in the sole discretion of Noida Authority, including annulment of the bidding process.

2.26. Signing of Agreement

At the same time as NOIDA notifies the Successful Bidder that its e-Bid has been accepted, the Successful Bidder shall have to sign the License Agreement with relevant documents as mentioned in this RFP. The License Agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal will not be allowed. The Bidder need not download and submit in hard copies of these documents.

2.27. Earnest Money Deposit

- I. The tenderer shall furnish, as part of its Bid, an EMD as stated in Data Sheet in form of RTGS/NEFT only in favour of New Okhla Industrial Development Authority in the A/c No. mentioned in Data Sheet. The scanned copy of RTGS/NEFT receipt of Security/ EMD with transaction Id certified by the same bank must be enclosed along with the Bid. Tender without Earnest Money in the prescribed form, will not be accepted. The selection of highest bidder shall be based on the method as described in Clause 3.3 of this RFP document, and subject to acceptance of competent Authority who shall have the right to accept or reject the offer without assigning any reason.
- II. Any Bid not secured in accordance with above shall be treated as non-responsive and rejected by NOIDA.
- III. Unsuccessful Bidder's EMD will be returned within 45 days after conclusion or discharge of the tender.
- IV. No interest will be paid by the Purchaser on the Earnest Money Deposit.
- V. The Successful Bidder's Bid EMD will be adjusted with Performance Bank Guarantee, if applicable, to be submitted by the Bidder upon signing the license.
- VI. The EMD may be forfeited:
 - If Bidder (a) withdraws its Bid during the period of Bid validity specified by the Bidder on the bid form: or (b) does not accept the correction of errors or (c) modifies its Bid price during the period of Bid validity specified by the Bidder on the form.
 - In case of a Successful Bidder, if the Bidder fails to sign the license with the Authority.

2.28. Other conditions

- I. Bidders may note that Noida Authority will not entertain any deviations to this RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders shall be unconditional and the Bidders would be deemed to have accepted the terms and conditions of this RFP with all its contents and Addendums issued thereafter. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

- II. It is desirable that each Bidder submits its Application after inspecting the site. The site visit maybe facilitated by Noida Authority. A prospective bidder may notify Noida Authority in writing 3 days prior to site visit. NOIDA Authority would endeavour to facilitate site visit depending on availability of concerned officials.
- III. All correspondence/ enquiry should be submitted to the following in writing by email fax/ post/courier:
Senior Manager, WC-2
Address: Noida Authority,
Sector-21A, Noida, Gautam Budh Nagar, Uttar Pradesh 201301
Email: pewc2noida@gmail.com
- IV. No interpretation, revision, or other communication from Noida Authority regarding this solicitation is valid unless in writing and signed by Noida Authority.

3. Section III: Qualification and Selection Criteria

3.1. Eligibility Criteria

- I. Bidders must carefully examine the below mentioned Technical eligibility criteria. The Bidder has to meet all the technical eligibility criteria set out in this section to be eligible for financial evaluation.

To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

- i. Sole proprietorship, registered partnership firm, LLP, public limited company, private limited company, society/trust, Government entity, Public Sector Enterprise or Consortium of any of the above can submit the bid. The entities should be registered with the competent authority in India.

In case of a Bid by a Consortium of firms, following shall be abided by their members:

- a. The Lead Member of the Consortium shall maintain a minimum percentage share of 51% of the aggregate shareholding of the Consortium during full tenure of License Agreement.
- b. Any change in percentage stake of Consortium members without prior written approval of NOIDA shall be treated as Material Breach of Contract and Licensee's Event of Default entitling NOIDA to encash Security Deposit/Performance Bank Guarantee and /or to terminate the License Agreement after 30 days' notice.
- c. Minimum percentage stake of any member in Consortium during License Period (including lock-in period) shall not be less than 15%.
- d. Partners having less than 26% participation shall be considered as non-substantial partner and shall not be considered for evaluation which means that their credentials/eligibility shall not be considered for evaluation of Consortium.
- e. All members of such entity shall be jointly and severally liable for the due performance of License Agreement.
- f. Each Consortium must nominate a lead member of the Consortium and must submit the Power of Attorney by all members of the Consortium in favor of the lead member.
- g. Members of the Consortium shall enter into a memorandum of understanding (MoU) specific to this Project which shall be submitted with the RFP.
- h. The members of the Consortium shall be jointly and severally liable for the execution of the Project in accordance with the terms of the Project Agreement, however, the Licensor will interact with lead member who shall own all liability and responsibility on behalf of the Consortium.
- i. The Consortium as a whole must be a sound entity both technically and financially.

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- j. For Financial Eligibility, credentials of the lead member to be considered.
- k. Technical Eligibility to be collectively met by all consortium members, subject to the sub-clause i (d) above.
- ii. Technical Eligibility - The bidder should have the operating experience of not less than 3 years for sports like Badminton, Table Tennis, or any other sport as mentioned in the indicative list provided in the EOI "Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida
- iii. Financial Eligibility - Average Annual Turnover: Average Annual Turnover of at least INR 40 lakhs for the past 3 financial years (2017-18 and 2018-19, 2019-20) preceding the Bid Due Date. The organization should have a positive tangible net worth at the end of FY 2019-20.
- iv. The Applicant shall also give an undertaking stating that:
 - a. The Bidder has done the inspection of the area for his satisfaction.
 - b. The Bidder is not blacklisted by any government department or government/ public sector agency.
 - c. There are no revenue dues pending against him from any government department or government/ public sector agency.
 - d. There is no case of criminal prosecution registered against the Bidder. The Bidder needs to give list of description of such cases if there are any.
 - e. The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court in last 5 (five) financial years.
 - f. There is no criminal/civil case going in court against the Bidder, the Bidder needs to give list of description of such cases if there are any.

In case of Consortium: All Members should provide the Affidavit

- v. The experience of the coaches that will be appointed at the Indoor Stadium should be provided (Form T6). The coaches whose details are provided in Form T6 would have to personally conduct the coaching.

The coaches should have the basic qualification as laid down by the National and International Sports Federations for respective sports such as Diploma by the NSNIS (Netaji Subash National Institute of Sports) or LNCPE, SAI or a Govt. recognized Sports College/University/Institute.

The Bidder shall also furnish the following documentary proof:

- a. For above criteria i
 - i. Self-attested copy of Letter of incorporation or Registration, Memorandum and Article of Association showing objectives of the Company/ firm/ Partnership/ LLP (as per applicability)
 - ii. Self-attested copy of PAN card of the legal entity; the GST registration and ITR.
 - iii. Form T9: Power of Attorney
- b. For above criteria ii
 - i. **Error! Reference source not found.**T4: Firms Experience - Project Description Sheet
 - ii. Performance/completion certificate from previous clients stating the years of operation, number of sports operated, type of equipment used
 - iii. Form T15: Indoor Stadium Operational Experience Details
- c. For above criteria iii

- iv. Form T5: Financial Capacity
- v. A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years
- vi. Auditor certificate certifying positive net worth
- d. For above criteria iv
 - i. Form T8: Undertaking
- e. For above criteria v
 - i. Form T6: Technical Evaluation form

Apart from the above documents, the bidder shall also furnish the following documentary proof

- i. List of Pending Litigations, Non-Performing License Agreements and Surrendered License Agreements during last 5 (five) years

3.2. Technical Evaluation Criteria

#	Criteria	Maximum Marks	Documents																
1	Years of experience of operating Eligible Sports Complex (es) <ul style="list-style-type: none"> • 3+ years (15 Marks) • 5+ years (20 Marks) • 8+ years (25 Marks) (Every Sports Complex (es) that has been operated and maintained by the Operator for a continuous period of 3 years and offers a minimum of 3 sports will be counted as Eligible)	25	Self-declaration (Form T3) and Operational Experience Details (Form T15)																
2	Experience of conducting sporting events of similar nature <ul style="list-style-type: none"> • With a footfall > 5000 (Participants + Spectators) – 10 marks • With a footfall >10,000 (Participants + Spectators) – 15 marks • With a footfall >15,000 (Participants + Spectators) – 20 marks 	20	Footfall estimate from the concerned employer on its letter head (Operational Experience Details (Form T15))																
3	Number of Sports that the Operator can offer (minimum of three) <ul style="list-style-type: none"> • 3 sports (10 marks) • 5 sports (15 marks) • 7 sports (20 marks) 	20	Operational Experience Details (Form T15)																
4	Experience of Coach who will be deployed by the Operator <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Qualification of the Coach for respective sport</th> <th>Sport 1</th> <th>Sport 2</th> <th>Sport 3</th> <th>Sport 4</th> <th>Sport 5</th> <th>Sport 6</th> <th>Sport 7</th> </tr> </thead> <tbody> <tr> <td>Arjuna or Rajiv</td> <td>5</td> <td>5</td> <td>5</td> <td>5</td> <td>5</td> <td>5</td> <td>5</td> </tr> </tbody> </table>	Qualification of the Coach for respective sport	Sport 1	Sport 2	Sport 3	Sport 4	Sport 5	Sport 6	Sport 7	Arjuna or Rajiv	5	5	5	5	5	5	5	35 (max.)	Copies of self-attested certificates and Form T6
Qualification of the Coach for respective sport	Sport 1	Sport 2	Sport 3	Sport 4	Sport 5	Sport 6	Sport 7												
Arjuna or Rajiv	5	5	5	5	5	5	5												

Gandhi Khel Ratna or Dronacharya or Lakshman Awardees or International Medal Winner Players									
National Medal Winner Player or State Level Medal Winner	4	4	4	4	4	4	4	4	
Certified Coach	3	3	3	3	3	3	3	3	
(A minimum of 1 coach to be deployed for each sport at the Indoor Stadium)									

3.3. Evaluation/Selection Criteria

- I. The Technical eligibility will be evaluated on the basis of the Bidder's Indoor Stadium operating experience and experience of the coaches (in the format prescribed and duly certified by respective organisation / statutory body).
- II. The financial proposals of only technically qualified bidder (qualified bidders) with minimum marks of 70 will be opened for evaluation. The financial proposal will be ranked as per the highest Licensee Fee quoted by the Bidders.
- III. In case, two or more technically qualified bidders have the same financial quote, then the tender would be awarded to the bidder who has the highest / higher Average Annual Turnover during the last 3 years ending on the last day of the month preceding the month in which the tender has been floated.
- IV. In case, two or more responsive bidders have the same higher/ highest Average Annual Turnover, then the decision shall be taken by CEO, NOIDA and notified to the concerned Bidders.

3.4. Contacting the Noida Authority

- I. No Bidder shall contact the Noida Authority on any matter relating to his/her Bid, from the time of the Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Noida Authority, he/she can do so in writing.
- II. Any effort by a Bidder to influence the Noida Authority in its decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's Bid.
- III. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debaring /blacklisting from Noida Authority works and legal proceeding can also be initiated.
- IV. No interpretation, revision, or other communication from NOIDA regarding this solicitation is valid unless in writing and signed by the competent authority from NOIDA.

3.5. Award of Contract

- I. The selection of Bidder will depend on the clearing of Technical eligibility as well as Financial Bid. The final Notice of Award (NOA) will be given to the Bidder who quotes the highest License Fee as mentioned in clause 3.3.
- II. The Noida Authority will award the contract to the highest evaluated Successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the technical eligibility requirement of the bidding document.

3.6. Notification of award

- I. Prior to the expiration of the period of Bid validity, the Noida Authority will notify the Successful Bidder in writing, by letter/e-mail/fax, that its Bid has been accepted.
- II. The NOA would be sent in duplicate to the Successful Bidder, who will return one copy to NOIDA duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 10 (ten) days from the date of issue of NOA. The acceptance of NOA will constitute the formation of the Agreement.
- III. No correspondence will be entertained by NOIDA from the unsuccessful bidders.

3.7. Performance Security

- I. Prior to award of contract, to fulfil the requirement of performance security during the implementation period, the Successful Bidder will deposit Performance Bank Guarantee as given in Section IV Clause 4.4

3.8. Execution of Agreement

- I. The Successful Bidder shall, within 30 (thirty) days of the issue of the LOA/NOA, shall execute the License Agreement. NOIDA may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by NOIDA on account of failure of the Successful Bidder to acknowledge the NOA.
- II. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NOA shall constitute sufficient grounds for the annulment of the NOA, and forfeiture of the EMD.

4. Section IV: Terms of Reference

4.1. Scope of Work

Following are the other Permitted Activities for the Operator:

I. Operate the Indoor Stadium

- i. The Operator shall decide the sports to be operated in the Indoor Stadium on the basis of their assessment of the site and playing area.
- ii. A minimum of 3 sports must be offered by the Operator for the Indoor Stadium based. The sports chosen will have to be approved by the Authority. Adding/replacing a sport shall also require Authority approval.
- iii. The Operator shall be responsible for setting up relevant courts, required flooring alterations, purchase of all necessary sports equipment (table tennis tables, badminton courts, racquets, etc.) and seating for spectators, etc. This should be in accordance with the specifications of the official federation of the particular sport and must be approved by the Authority.
- iv. Coaching/Pay and play fees, timings, duration of coaching etc. will be determined by the Operator, but subject to written approval by the Authority with exceptions as mentioned in the Miscellaneous Function of the Operator later in this RFP.
- v. The Operator shall take all statutory permissions/clearances/licenses for operating the stadium as per the norms and conditions of the concerned statutory organization.
- vi. The Operator can raise funds through sponsorship, grants, events, etc. to manage the expenditure of the Indoor Stadium.
- vii. The Operator shall clean the assigned premises regularly/all time in order to impart coaching in perfect hygienic condition.
- viii. The Operator shall pay the electricity, water charges pertaining to the assigned premises, as indicated by the installed sub meter or in any other way specified by the Authority.

II. Maintenance of Equipment and Supporting Infrastructure

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- i. The Operator will be required to sign an inventory of the fittings and fixtures installed at the Indoor Stadium at the time of beginning of contract which will be verified at the time of vacating. If found otherwise, the same shall be recovered from the Operator.
- ii. The Operator will be allowed to install temporary / permanent structures with the prior approval of the Authority but it should align with the operation of the indoor sports selected to be deployed by the Operator.
- iii. The Operator will also maintain all of the electronic equipment installed in the premises such as CCTV Camera, firefighting equipment etc.
- iv. The Operator shall be responsible for the annual maintenance contract (AMCs) for various equipment / installations for amenities provided by the Authority such as air conditioning, battery backup, etc. in the Indoor Stadium premises which will be used by the Operator. Such AMCs should be from the original equipment manufacturers of such equipment / installed products.
- v. The Operator shall compensate the Authority for any damage or loss if found in such properties with the replacement value as decided by same. In any case if he fails to pay the amount, the same will be recovered from his security deposit/Bank Guarantee.
- vi. The Operator shall not cause or permit to be caused any damage to the said premises. The Operator will be responsible to rectify and remedy such loss or damage at its cost and expense, so that the Indoor Stadium can continue to run smoothly.
- vii. The Operator shall be responsible for day to day operation and maintenance of the indoor facility including upkeep of the infrastructure provided by the Stadium to the Operator- lights, air conditioners etc.

III. Provide for Coaching

- i. The Operator shall provide coaching facilities for both basic and competitive levels.
- ii. The Operator will implement world class procedures in training as prevalent in the best academies around the world in accordance with guidelines from respective sport federations / bodies.
- iii. The Operator will be responsible for the manpower hired in the Indoor Stadium. The hired staff shall remain the employees of the Operator and NOIDA shall not be responsible in any manner in respect of the employees to be appointed by the Operator.
- iv. The Operator will carry out a due diligence prior to appointment of the staff and maintain documents such as police verification, past employment record etc. They will adhere to all requirements relating to employees and labor, as per the laws applicable in India.
- v. The Operator shall maintain, for coaching purposes, an attendance log and prepare a timetable to accommodate both students taking coaching and those who have opted for pay and play facility to avoid conflict of interest between the two.
- vi. The coach would be required to personally conduct the coaching. In case he/she needs help in his assignment he/she may employ assistants who must also be qualified coaches. The details of such assistants and their qualifications must be given in the application. In case these coaches are changed/ required in the future, approval from the Senior Manager, Work Circle - II would need to be taken.
- vii. The details of the coaches who will be deployed in the Indoor Stadium is to be submitted in the tender. In case of any change in the coach after the appointment of the Academy, approval from the Authority would need to be taken.
- viii. It shall be mandatory for the Operator to maintain ethical code, professional conduct and impart the same to the users by training and teamwork.

IV. Ensure complete safety of users as per statutory guidelines

- i. The Operator shall be responsible for the safety of users at all times and a first aid box should be located at close proximity of the activity area where it is accessible to all.

- ii. The Operator shall be responsible for the safety of users within the Indoor Stadium, especially females, against any harassment or misconduct. Any such incident will be dealt with severity and the Authority shall be bound to take legal action against the Operator and the responsible person.
- iii. Handle discipline situations with courtesy and fairness.
- iv. Respond quickly, intelligently, decisively and in accordance with established emergency and accident management procedures applicable to sporting discipline on offer.
- v. The Operator shall ensure to take all necessary measures for protection against child abuse and must follow the guideline of POCSO (Protection of Children from Sexual Offences) Act, 2012.
- vi. The Operator will not allow any prohibited drug or substance by any trainee or trainer under any circumstances in the premises.
- vii. The Operator must ensure that there is no discrimination against any trainee or trainer on the basis on caste, religion, race or sex.

V. Miscellaneous /Exceptional Functions of the Operator

- i. The Operator shall take steps to advertise and make the Indoor Stadium popular amongst residents of Noida.
- ii. The Operator is free to fix charges for users except in the following cases:
 - a. Free coaching would be provided to National / International / State Level players who are residents of Noida. A Niwas Praman Patra as issued from the District Magistrate's office of Gautam Budh Nagar is to be provided by the athlete to avail such a facility.
 - b. 50% discount on coaching / member fees would be provided for Noida officials. Provision for free coaching and facility usage would be provide to candidates from EWS and players who have played at District / State / National / International Levels as per details mentioned in the Annexures 1 of this RFP.
 - c. The above mandates (points a and b) should be read in conjunction with the major pointers of the policy for sports promotion as mentioned in Annexures 1 of this RFP.
- iii. The Operator would be in charge for the Indoor Stadium all across the year except in the following case:
 - a. The Authority has the right to make use of the Indoor Stadium for any purpose as it deems fit for a maximum of 15 days in a calendar year. During this period, the Authority will pay for the utility charges as per actuals.

4.2. Time Period

The contract period shall be of 12 (Twelve) years with a possibility of extension for 3 years (1+1+1), including the 1 year Moratorium Period. There will be a lock in period of 3 years. The Area shall be handed over for use within 15 days from the date of execution of License Agreement.

4.3. Moratorium Period

For carrying out the fitting activities, finishing works, attracting visitors and promoting the usage of Indoor Stadium, etc. the Operator would be permitted a License Fee free period up to One (1) year from the date of signing of the Agreement (hereinafter referred to as "Moratorium Period").

4.4. Project Financial Terms

- i. Sharing of revenue will be in ratio of 70:30, i.e. 70% of the gross revenue collected would paid to the Operator while 30% will be paid to the Noida Authority. A monthly fixed fee will also be indicated by the Bidder in the prescribed format in Form F1. The larger of the two amounts (revenue share or fixed fee as specified by bidder in this document) will be paid to the Noida Authority, excluding applicable GST, starting

from the end of the first month of commencing operations, at the end of moratorium period. This monthly amount that shall be paid to the Authority is hereinafter referred to as the License Fee.

For instance, the Bidder has quoted a monthly fixed fee of INR 50,000 per month. If the gross revenue collections for the month is INR 2,00,000, then INR 60,000 (i.e. 30% of the total collections for the month) shall be paid to the Authority. However, if the total collections for the month was INR 1,00,000, the Bidder will have to pay INR 50,000 which is the minimum monthly fixed fee.

- ii. "Gross Revenue" means the total revenue earned by the Licensee excluding GST as applicable i.e. Gross Revenue = (Total Revenue) – (GST, if included in bill)

Total revenues shall be the sum total of the following:

1. Revenue earned through ticketing, coaching, events organized (including advertising), license fee of subletted stalls/pantry etc. and
 2. Any other revenue earned from the Project (subject to approval by the Authority).
 3. It will be the responsibility of the Licensee to have 100% transparency of accounted receipts
 4. The revenue generated from above sources shall be included in the calculation of License fee payable to Noida
- iii. The monthly fixed fee will be subject to 5% annual escalation. This escalation shall commence from one year after the end of the Moratorium Period, i.e. from the start of Year 3 of operations.
- iv. The License Fee for the preceding month will be paid within 10 days of the current month throughout the contract duration along with necessary detailed reports related to the fee and proof for submission of taxes and duties, as applicable. The Operator shall pay all duties and taxes in consequence of its obligations under this Agreement, and the sum payable to the Authority shall not be adjusted for such costs.
- v. Revenue received will be kept within a separate escrow account for the purpose of this Project to be maintained by the Operator and the Authority. The Operator shall not use or transfer any amount from this account to any other entity for the purpose other than this Project. NOIDA shall conduct quarterly audits of the revenue collected. NOIDA will reconcile the account statements on monthly basis. If any irregularity is found, the same shall be treated as breach of this agreement and NOIDA shall have all rights to take necessary action against the Operator, including action such as termination of this agreement for breach of terms and conditions by the Operator.
- vi. The License Fee payable shall commence from the date of ending of Moratorium Period, which is one (1) year from the date of signing of the License Agreement. The Operator shall at no time raise any dispute regarding the date of commencement of the fee and nor it shall be entertained for any reason whatsoever by the Authority.
- vii. The Licensee shall preferably make payment of the fee payable and other dues to NOIDA by E- Mode i.e. RTGS/NEFT for credit of the designated account of NOIDA after obtaining prior approval of NOIDA and complying with the laid down procedures.
- viii. The reconciliation of the fee and other dues shall be carried out monthly by the Accounts Department of Noida. Based on reconciliation, the adjustment of the fee payable to NOIDA will be carried out for the next month.
- ix. Payment shall be made free from all claims, demands, set offs and counter claims of any kind against the Licensor.

Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida

- x. To fulfil the requirement of Performance Bank Guarantee during the implementation period, the Operator (herein referred to as the "Licensee") shall deposit 10% of the Total quoted Fixed Fee of the entire License Period (excluding moratorium and extension periods, accounting for 5% annual escalation in fixed fee) in form of FDR or unconditional and irrevocable Bank Guarantee bond issued by a scheduled bank in favour of New Okhla Industrial Development Authority.

For eg. If the quoted monthly Fixed Fee is INR 30,000.

Yearly Fixed Fee = 30,000*12 = 3,60,000

Performance Bank Guarantee =

$10\% \text{ of } 360000 * \{1 + 1.05 * (1.05^{10} - 1) / (1.05 - 1)\}$

=INR 5,11,444

- xi. The said Performance Bank Guarantee should be valid for a period of two years. It will be kept valid on a rolling basis till the end of the License Period & final settlement of accounts. Performance Bank Guarantee which shall be kept valid for a period of 6 months beyond the License Period or final settlement whichever is earlier.
- xii. The Performance Bank Guarantee would however be forfeited in case of any event of default as mentioned in the General Conditions of the Licensee Contract/Agreement.
- xiii. In case of a Consortium, the Performance Bank Guarantee is to be submitted in the name of the Consortium. However, splitting of the Performance Bank Guarantee (while ensuring the security is in the name of Consortium) and its submission by different members of the Consortium for an amount proportionate to their participation ratio or otherwise is also acceptable.
- xiv. EMD amount of the Operator shall be adjusted in the Performance Bank Guarantee. For unsuccessful bidder, EMD shall be refunded without any interest.
- xv. Before the start of work by the Licensee, License Agreement will have to be signed by the Licensee at his cost on proper stamp paper. Without performance guarantee by Licensee, License Agreement shall not be signed.
- xvi. Interest Free Security Deposit / Performance Bank Guarantee will be refunded after successful completion of the full term of the License Period i.e. 12+1+1+1 years starting from the date of execution of License Agreement or in case of surrender of license after three (3) years lock in period as per the provisions of the License Agreement, after adjusting any dues payable to NOIDA and after final settlement, without consideration of any interest after completion of License Agreement. The Moratorium Period starts from the date of signing of License Agreement.
- xvii. NOIDA reserves the right for deduction of NOIDA dues from Licensee's Interest Free Security Deposit / Performance Bank Guarantee for any penalty imposed by NOIDA for violation of any terms and conditions of License Agreement committed by the Licensee.
- xviii. Once the amount under above Clause is debited, the Licensee shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default and will entitle NOIDA to deal with the matter as per the provisions of RFP and License Agreement.
- xix. Failure to pay the License Fee in time will attract an interest of 11.5% or such rate as is prevalent at the time of failure, accrued on monthly basis which shall be compounded half yearly on the entire amount of unpaid payables for the entire period starting from the date on which such payment was due till the date of actual payment. In case of non-payment of fee for three (3) consecutive months, NOIDA will encash the Performance Bank Guarantee (PBG) equivalent to the outstanding fee. Thereafter, the Operator will have to resubmit the PBG of full amount within fifteen days from the date of such encashment. If the Operator fails

to resubmit the PBG of full amount within the said fifteen days, then NOIDA shall terminate the License Agreement and no compensation would be paid for the investment undertaken by the Operator.

- xx. Licensee shall periodically advise the details of payments made to NOIDA. In the case of non- submission of such details, initially Third party dues i.e. statutory dues / liabilities shall be settled (mandatory liabilities of NOIDA), then others dues / liabilities, and lastly License fee shall be accounted for.
- xxi. The Licensee agrees voluntarily and unequivocally to make all payments as may be due before the due date, without waiting for any formal advice / invoice from NOIDA.
- xxii. The Licensee shall vacate the premises peacefully after the expiry of license or on its termination.

4.5. Right to Sublet

- i. The Licensee shall be allowed, with prior written permission of the Licensor, to sublet any part of the licensed space for the purpose of Permitted Activities as mentioned in the Scope of Work 4.1. However, the entire responsibilities arising out of such Subletting shall be borne by the Licensee
- ii. The Licensee shall not be permitted to extend any facility or time for such Subletting beyond the limits allowed to the Licensee by the Licensor as per the RFP document
- iii. The sublettee appointed by the Licensee shall not be allowed to further sublet.
- iv. All terms and conditions of the License Agreement shall be applicable for Subletting.
- v. In case the Licensee sublets any space/shop or part thereof to any entity (except the Indoor Stadium), a copy of the Subletting agreement shall be submitted to the Authority for prior approval.

4.6. Timelines for Commencement of Operations

#	Deliverable	Timeline (t=0) from signing of contract
1	Setting up of all requisite sporting equipment	3 weeks
2	Commencement of all the activities as per ToR	1 month

- i. If the Operator is not able to comply with the scheduled timeline, it will be liable for a penalty as decided by the NOIDA Authority. In such a scenario, the restrictions imposed due to the ongoing Moratorium Period shall not be applicable.
- ii. The contract shall be for a period of 12 years and it may be extended for a further period of 3 years (1+1+1) after reviewing the performance of the Operator and on mutual consent.

5. Section V: General Conditions of License Agreement

5.1. General Provisions

5.1.1. Law Governing Contract

These standard conditions shall be governed by and construed in accordance with the laws in the territory of India. Any dispute arising between the Parties or arising out of this Project or these terms shall be subject to the exclusive jurisdiction of, and venue in, the District Court located in Gautam Budh Nagar of the High Court of Judicature located in Allahabad.

5.1.2. Language

This License Agreement has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5.1.3. Notices

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

5.1.4. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under these General Conditions by the Licensor or the Successful Bidder may be taken or executed by the officials as formally designated by each Party.

5.1.5. Taxes and duties

- a. The GST, as applicable from time to time, shall also be borne by Licensee, in addition to the License Fee.
- b. The property tax applicable, if any, on the property of NOIDA shall be borne by NOIDA.
- c. All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the fee payable to NOIDA for onward remittance to the Government. The Licensee shall indemnify NOIDA from any claims that may arise from the statutory authorities in connection with this License such as accidents, fire arm incident, fire, etc.
- d. The Licensee and their personnel shall pay such direct, duties, fees, and other impositions levied under the Government of India Act.
- e. There will be no tax liability upon the NOIDA whatsoever on any account.
- f. The Licensee should ensure enforcement of Applicable Laws including Labour Laws, Minimum Wages Laws etc. and at no point of time should the NOIDA be drawn into litigation on these counts.

5.1.6. Supervision

The Authority will get work of the Operator and/or his sub-contractor / sublettee's work supervised/inspected at any time by any other officer nominated by the Authority who shall be at liberty to examine records, check performance standards, etc.

5.1.7. Ownership

The Noida Authority shall have an absolute & exclusive right/title/interest in the land provided for the Indoor Stadium. The use of land by the Operator does not imply of granting any title, right of ownership in any manner to the Operator. No external developments can be done by the operator such as tents, private parking, etc. without explicit consent of the Authority.

5.2. Commencement, Completion, Modification and Termination of Contract

5.2.1. Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

5.2.2. Commencement of Services

The Operator shall begin carrying out the Services not later than 30 days after the signing of this Contract.

5.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 5.2.6 hereof, this Contract shall expire at the end of such time period (Section 4.2) after the Effective Date as specified in the RFP or the Contract.

5.2.4. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

5.2.5. Force Majeure

i. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

ii. No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

iii. Extension of Time

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

iv. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Licensee shall be exempted to pay under the terms of the License Agreement.

5.2.6. Events of Default leading to Termination

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other Party if services are not possible to be rendered as per Applicable Laws or professional obligations as mentioned below:

i. By the Noida Authority

The Noida Authority may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause 5.2.6. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Operator.

- a) If the Operator does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Operator becomes insolvent or bankrupt or fails to pay the fee or other amounts due to the Authority.
- c) If the Operator is in persistent non-compliance of the written instructions of NOIDA officials.
- d) If the Operator or any of its representatives cause an incident or accident that results in injury or death to NOIDA employees/visitors or loss to NOIDA property.
- e) If the Operator, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- f) If, as the result of Force Majeure, the Operator is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- g) If the Noida Authority, in its sole discretion and for any reason whatsoever decides to terminate this Contract.
- h) If the Operator fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 5.3 b) hereof.

- i) If the Operator does not remedy a failure in the performance of their obligations under the Contract, even after repeated written warnings.
- j) If any information provided by the Operator in the Bid submission is found to be false later on.
- k) If the Operator creates any encumbrance on the Project Site/Project Facility
- l) If the Operator is found guilty of persistently breaching negative list of advertising and “Factors governing Advertising Selection” as stipulated in this Special Conditions of this contract.

ii. By the Operator

The Operator may terminate this Contract, by not less than thirty (30) days’ written notice to the Noida Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 5.2.6 (ii):

- a) If, as the result of Force Majeure, the Operator is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- b) If the Noida Authority fails to comply with any final decision reached as a result of arbitration pursuant Clause 5.3 b) hereof.
- c) If the Noida Authority has unlawfully repudiated the agreement or otherwise expressed its intention not to be bound by this agreement / RFP.

5.2.7. If any of the above Material Breach and Licensee Events of Default happens, then

- a) NOIDA, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement with a 30 day termination notice. For the avoidance of Doubt, it is clarified that the Cure Period available to the Licensee shall be as provided in various Clauses and sub- clauses of this contract.
- b) NOIDA shall issue a note to the Licensee to cure the defaults, failing which the under proceedings shall be initiated as per schedule/notice period defined in the bid document.
- c) In all other cases of Licensee’s Event of Default where specific notice period is not provided, NOIDA shall issue a Notice to Licensee to cure the Default within 30 days. If the Licensee fails to cure the Default within 30 days, NOIDA after giving a final 30days’ notice shall be entitled to terminate the License Agreement, in such case the Interest free security deposit shall be forfeited to NOIDA as per the provisions of this License Agreement.

5.2.8. Surrender / Termination of the contract

- a) If the Licensee is desirous of surrendering and exiting from the license hereby created and foreclosure before expiry of the lock-in period of 3 (three) years, the License Agreement shall deemed to be terminated on the date mentioned in termination/ surrender notice, subject to confirmation by NOIDA. In such a case, the balance Interest Free Security Deposit/ Performance Bank Guarantee shall be forfeited in favour of NOIDA after adjustment of outstanding dues, if any, payable to NOIDA. No grace period shall be provided to Licensee in such a case. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Bank Guarantee, shall also be recoverable from the Licensee before Licensee is permitted to vacate the Indoor Stadium premises. Asset handover will take place as mentioned in clause 5.2.9.
- b) The Licensee shall have an option to exit from the License Agreement immediately after completion of lock-in period of 3 years. For this, the Licensee shall give 180 days prior intimation to NOIDA which can be given before completion of defined lock-in period. [In this case lock in period is of 3 years, prior intimation can be given after 2 1/2 years], however option to exit will be available after three years. In such a case, balance Interest Free Security Deposit/ Performance Bank Guarantee of the Licensee shall be refunded after adjusting the outstanding dues, if any, payable on the part of Licensee. NOIDA may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance

Bank Guarantee from any other contracts of Licensee in NOIDA. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Bank Guarantee, shall also be recoverable from the Licensee before Licensee is permitted to vacate the Indoor Stadium premises. Asset handover will take place as mentioned in clause 5.2.9.

- c) If the Licensee is desirous of surrendering and exiting from the license after expiry of lock-in period without serving any intimation period or intimation period shorter than 180 days, the License Agreement shall deemed to be terminated on completion of such improper intimation period. In such cases, the Interest Free Security Deposit/ Performance Bank Guarantee shall be refunded to the Licensee after adjustment of the Licensee fee payable to NOIDA for period shorter than 180 days (notice period) and outstanding dues, if any. NOIDA may also recover the balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Bank Guarantee, from the other contracts of Licensee in NOIDA. Balance outstanding dues, if are more than Interest Free Security Deposit/ Performance Bank Guarantee, shall also be recoverable from the Licensee before Licensee is permitted to vacate the Indoor Stadium. Asset handover will take place as mentioned in clause 5.2.9.
- d) NOIDA reserves the right for deduction of NOIDA dues from Licensee's Interest Free Security Deposit / Performance Bank Guarantee for:
 - i. Any penalty imposed by NOIDA for violation of any terms and conditions of License Agreement committed by the Licensee.
 - ii. Any amount which NOIDA becomes liable to the Government / Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
 - iii. Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
 - iv. Any outstanding payment/ claims of NOIDA remained due after completion of relevant actions as per License Agreement.
- e) Once the amount under above Clause is debited, the Licensee shall replenish the Security Deposit/ Performance Bank Guarantee to the extent the amount is debited within 15 days period, failing which, it shall be treated as Licensee Event of Default and NOIDA will be free to take action as per the relevant provisions of this tender documents.
- f) On Operational Ground: NOIDA reserve the rights to terminate the License Agreement by giving 90 days advance notice on operational ground. The License Agreement will stand terminated on expiry of 90 days' notice. The Interest free Security deposit will be refunded after adjusting outstanding dues payable to NOIDA, if any. The Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. The Licensor shall retain all the chairs, structures, fixtures, panels, in such as case at "0"/nil value.

5.2.9. Handing over on termination/completion/surrender

- a) In case of Termination / Completion / Surrender of the License Agreement , The Licensee shall within fifteen (15) days, hand over all the assets and services belonging to the NOIDA, as per the Assets List made in proper working condition to the NOIDA. All additional civil works done, seating gallery, fixtures, panels and chairs added by the Licensee on site shall be handed over to Noida at "0"/nil value. The Licensee shall not demolish or remove any facility/services provided.

In case of any deficiency noticed at the time of such handing over, the Licensee has to get it rectified at his own cost within 45 days of such handing over otherwise NOIDA will get it rectified at the risk and cost of the Licensee.

Performance Bank Guarantee of the Licensee will be released only after 6 (six) months from the successful handing over of the all the assets and services in working conditions to NOIDA, and after adjustments of any amount due and recoverable from the Licensee under this License Agreement by NOIDA, if any.

- b) The outgoing Licensee will pass on to NOIDA, the subsisting rights in any licensed products on terms not less favorable to NOIDA, than that enjoyed by the outgoing Licensee.
- c) If, Licensee fails to pay the penalty, applicable in case of non-vacation of premises, the same shall be adjusted from the Interest Free Security Deposit / Performance Bank Guarantee available with NOIDA. No grace period shall be provided to the Licensee, if the Licensee terminates the contract within the lock-in period.
- d) The termination of the License Agreement shall not release either Party from its obligation to pay any sums then owing to the other Party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.

5.3. Penalties

Licensee reserves the right to impose the penalty after written notice to the Licensee in the following:

- a) Licensee encroaching common areas/ circulating areas or any other space then fine of INR 10,000 on first instance, INR 20,000 on second instance and INR 30,000 per instance after second instance will be charged. In the above case, after 5 such instances, NOIDA reserves the right to revoke the license for breach of contract condition as per the provisions of the contract.
- b) Licensee reserves the right to impose the penalty on Licensee up to INR 50,000/- per offence on the following offenses and invoices will be raised from time to time basis:
 - i. Any staff of Licensee found in drunken condition / indulging in bad conduct.
 - ii. Any staff of the Licensee found creating nuisance while on duty.
 - iii. Improper maintenance & defacement of the property
 - iv. Dishonour of drafts and Cheques given by Licensee in favour of NOIDA. Cheques may be accepted in emergent situation with prior approval of NOIDA.
 - v. Misbehaviour with staff and visitors to the Indoor Stadium.
 - vi. Not following safety and security norms as may be indicated by authorized representative of NOIDA.
 - vii. Failure to comply with the discrepancies noticed or instructions issued by NOIDA.

5.4. Settlement of Disputes

a) Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

b) Arbitration

- i. Any disputes and or difference relating to this License Agreement or claims arising out of or relating to this License Agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this License Agreement will be resolved through joint discussion of the authorized representatives of both the Parties (NOIDA and Licensee). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator appointed by the CEO, NOIDA on receipt of written notice / demand of appointment of Arbitrator from either Party.
- ii. The decision of sole Arbitrator / panel of Arbitrators shall be binding on all the Parties. The Parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.
- iii. Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at

the time the references made. During the pendency of arbitration proceedings, the Licensee shall continue to perform and make due payments to NOIDA as per the License Agreement.

- iv. With respect to any dispute arising out of or related to this Contract, the Parties consent to the exclusive jurisdiction of, and venue in, the District Court, Gautam Budh Nagar or the High Court of Judicature at Allahabad, both in Uttar Pradesh, India.
- v. The cost of arbitration shall be borne by the respective Parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

5.5. Third party Insurance

- i. The Operator shall bear the cost, throughout the duration of contract, for a comprehensive general liability insurance covering injury to or death of any person(s), including death or injury caused by the negligence of the Operator or his failure to perform its obligations under the agreement.
- ii. The Operator shall submit, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Operator agrees and undertakes to indemnify and hold the Noida Authority harmless against all liabilities, losses, damages, claims, expenses suffered by the Noida Authority as a result of such default by the Operator.

5.6. Indemnification

- i. To the fullest extent permitted by Applicable Law and professional regulations, both the Parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the Parties as part of the regular interactions or for Project/s purposes.
- ii. Agencies/operators would indemnify Noida Authority against any injury, loss of life, etc., caused either directly or indirectly due to the operations of the Indoor Stadium. Agencies/operators would be solely responsible for participation of players/trainees/spectators in any event whatsoever. All players/trainees would require to fill up a form with details of terms and conditions of participation and also indemnify Noida Authority against any injury, loss of life, etc., caused either directly or indirectly due to such participation.
- iii. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable but not limited to:
 - a. sickness, or disease, or death of, or injury to any person;
 - b. loss of, accident, or damage to, or destruction of any property including consequential loss of use; and
 - c. natural calamity, or any man-made disaster
 - d. The Licensee shall indemnify NOIDA in case of any loss/damage caused to any visitor or to NOIDA to the extent to any loss/damage.

The Licensee hereby indemnifies NOIDA against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

5.7. Alteration and Renovation

- i. The Licensee shall be allowed to carry out any alterations or renovations within the said premises but without in any way altering or damaging the existing structures of the said premises. The Licensee shall need to take prior written approval from NOIDA through a written notice prior to commencement of any alteration works and if necessary NOIDA reserves the right to ask for and review the renovation plan/drawings before giving approval/ consent.
- ii. The Licensee will not be allowed to construct any new permanent structures without Authority's consent.
- iii. All the work shall be done at the cost of Licensee complying and strictly following the safety procedure, measurement and guidelines laid done by NOIDA. If it is noticed at any stage that Licensee is not complying

with the safety procedure, measurement and guidelines laid down by NOIDA, a penalty up to INR 25,000 per instance shall be imposed on the Licensee.

- iv. The Licensee shall be responsible for the costs of removing debris from the premises and shall be responsible for all damage to the common areas of the complex like flooring, lift cars etc. during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works or any other costs incurred by NOIDA including extra security costs, which are caused by, or in connection with, the works shall also be charged to the Licensee's account. The Licensee shall have to bear the cost of the damage plus service charges. However before incurring any such costs, the Licensee shall be briefed on the requirement by NOIDA.

5.8. Maintenance and Repairs

- i. Licensee shall bear the cost of minor day-to-day repairs and maintenance including white washing. All major repairs due to constructional defects shall be the responsibility of NOIDA. If major repairs or maintenance required to be carried out by NOIDA, the Licensee shall intimate the same to Noida. The Authority will take a decision as to whether the same would be done by it or the Licensee can get the needful done with prior written consent of NOIDA and deduct the cost thereof from the amount payable to NOIDA.
- ii. The premise, which has been handed over to the Licensee, shall be kept in good condition and maintained properly at their own cost. If the property is not handed over in good condition as required, NOIDA reserves the right to seek exemplary damages and indemnification.

5.9. Fraud and Corrupt Practices

- i. The Operator and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Bid, the Noida Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Noida Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Noida Authority for, *inter-alia*, time, cost and effort of the Noida Authority, in regard to the BID, including consideration and evaluation of such Bidder's Proposal.
- ii. For the purposes of this Clause i, 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 Noida Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising therefrom, 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 NOIDA AUTHORITY, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 3.4 of this Bid, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA 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 LoA, who at any time has been or is a legal, financial or technical adviser of the Noida 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 Noida 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.

5.10. Negotiations

Negotiations may be held at the date, time and address intimated to the qualified and Successful Bidder. Representatives conducting negotiations on behalf of the Successful Bidder must have written Sports Complex to negotiate and conclude a contract.

5.11. Obligations of the Operator

- i. The Operator shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Operator shall always act, in respect of any matter relating to the Contract agreement or to the Services, as faithful advisers to the Authority, and shall at all times support and safeguard the Authority’s legitimate interests in any dealings with third parties.
- ii. The Operator shall hold the Authority’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- iii. The Operator shall initiate, and actively pursue and involve itself in all investigations and enquiries, Authority feedbacks, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
- iv. The Operator shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof.
- v. In case of loss due to theft or damage to the assets due to negligence of the Operator, the Operator should replace the stolen/missing/damaged equipment within seven working days irrespective of police complaint and insurance settlement.
- vi. Any incident of misbehavior or misconduct from the deployed workforce of the Operator towards the public shall be liable for punishment as decided by the Noida Authority. In case of repetition of similar fault, the Authority may decide to terminate the contract, forfeit the Performance Security and blacklist the Operator.
- vii. No personnel shall be employed by the Operator whose age is below 18 years.
- viii. The Operator must ensure that there is no discrimination against any trainee or trainer on the basis on caste, religion, race or sex.

5.12. Obligations of the Noida Authority

- i. Noida Authority will provide basic infrastructure for the Indoor Stadium on “as is where is basis”- a bare structure with floors and ceilings completed and walls - and all other operational day-to-day expenses shall be borne by the Operator.
- ii. The Authority will be responsible for deploying security guards/other personnel for the overall security of the Noida Stadium.
- iii. Noida Authority shall be responsible for the upkeep of amenities and common public spaces in the Noida Stadium such as toilets, water purifiers, parking etc.
- iv. The Authority shall install an electrical and water sub meter especially for the operations of the Operator, the usage dues of which will have to paid by the Operator
- v. The Authority will support the Operator in dealing with incidents of theft and vandalism, including coordination with the Police and other appropriate authorities wherever applicable, and assist the Operator

with security measures at the selected locations. However, Noida Authority shall not be liable for any theft or vandalism and/or any of such acts relating to the property of the assets of that of the Operator.

- vi. The Authority may promote the Indoor Stadium on various platforms, encourage citizens to avail the Operator's services, including mentions/links to the services on NOIDA's website, Facebook page and other social media platforms.
- vii. The Authority may assist the Operator towards the marketing activities and other promotions and initiatives to be undertaken by the Operator with respect to the Indoor Stadium.
- viii. The Authority shall have exclusive ownership of the Premises for all times. However, the Authority shall not be liable for any claim, whatsoever, which may lie owing to the ownership of the Indoor Stadium and the operator shall indemnify the Authority against any loss/damage/fine that it may suffer with regard to it.

5.13. Miscellaneous

- i. Insurance and Waiver of Liability - The Licensee will bear the cost, throughout the term of the License, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in NOIDA premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the License Agreement . The Licensee shall submit to NOIDA, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold NOIDA harmless against any liability, losses, damages, claims, expenses suffered by NOIDA because of such default by the Licensee.
- ii. The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify NOIDA Administration for any loss and damages suffered due to violation of its provision.
- iii. The Licensee shall comply with the laws of land including Pollution Control Board guidelines. NOIDA will not be held liable for any change/modification in the laws that adversely affect this License Agreement. Licensee shall have no right / claim in this regard, whatsoever the reason may be.
- iv. The Licensee hereby agrees that NOIDA shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of NOIDA. Licensee hereby indemnifies NOIDA against the claims made by Licensee's employees against NOIDA.
- v. The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies NOIDA against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to NOIDA in accordance with NOIDA's policies regulations prevalent at that time.
- vi. That no tenancy/sub-tenancy is being created by NOIDA in favour of Licensee under or in pursuance of the License Agreement and it is distinctly & clearly understood, agreed & declared by and between the Parties hereto that -
 - a. That the Licensee shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise
 - b. That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by NOIDA in favor of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement ; and
 - c. That the rights, which Licensee shall have in relation to the said premises, are only those set out in the License Agreement.

Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida

- vii. The relationship between NOIDA and Licensee under and/or in pursuance of the License Agreement is as between Principal and Principal. Consequently, neither Party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between NOIDA on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said premises.
- viii. Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions (if applicable), contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of NOIDA and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify NOIDA from any claims that may arise in connection with above.
- ix. Employees conduct - The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations.
- x. In case of non-payment of the License Fee/Revenue Share, whichever is higher, and other dues or any other reasons whatsoever, the Licensee voluntarily agrees to and permits the Licensor "NOIDA" to disconnect all utility services including electric and water supply to the licensed premises and also seal the licensed premises. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.
- xi. That the Licensee shall be responsible to obtain any or all permission and/or clearances from any/all authorities, governmental or otherwise and NOIDA shall not be liable or responsible for any of the act or omissions committed on the part of the Licensee.
- xii. The Licensee agrees voluntarily and unequivocally to make all payments as may be due on due date, without waiting for any formal invoice from the Licensor. The Licensee also voluntarily agrees to collect the invoice from the Authorized representative of the Licensor (NOIDA) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.
- xiii. In case of restricted availability of power supply / breakdown or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of NOIDA or such causes where the supply of NOIDA is affected by a cause or causes over which NOIDA has no control, NOIDA shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.
- xiv. The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises for security checks by security officers of the Licensor and also agrees to comply with all directives as may be given from time to time by the security officers of the Licensor.
- xv. Misuse - The Licensee shall use the granted space under the License Agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and NOIDA (Licensor) shall immediately terminate the said License Agreement. All liabilities for misused charges and misuser proceedings, if so initiated shall be that of the Licensee only. The Licensee will indemnify and keep indemnified NOIDA for any losses on this account.

- xvi. Compliance with the Law - The premises and the fixtures and the appurtenances thereto (except those installed by NOIDA) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the licensed premises. The Licensee at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Licensee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Fire department. The Licensee shall also comply with all rules and regulations and also to instructions issued from time to time from the CEO, NOIDA or any official of NOIDA. Non-compliance with rules/ regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Licensee shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi- judicial body / authority. The same shall be the responsibility of Licensee.
- xvii. Maintenance of spaces:
- a. Licensee shall keep and maintain the Built up/Bare spaces in neat, clean condition and in safe & sound manner during all the time of License tenure. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.
 - b. Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of the Indoor Stadium, operations, safety & convenience of visitors, safety of NOIDA properties and its assets. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to visitors or NOIDA employees or loss to NOIDA property, it shall constitute Material Breach of Contract and considered Licensees Event of Default that shall entitle NOIDA to terminate the License Agreement with 30 days written notice.
 - c. Joint inspection of Area may be conducted by NOIDA officials and Licensee, at mutually convenient time. Discrepancy noticed or instructions issued by NOIDA shall be rectified / complied by the Licensee within a period of 7 days, failing which NOIDA reserves the right to impose fine up to Rs.5,000/- per instance of irregularity per week. Deliberate or willful non-compliance of NOIDA written instructions for a period of 90 days shall constitute Material breach and Licensee Event of Default, which shall entitle NOIDA to encash security deposit in part or full and or terminate the License Agreement after giving 90 days' notice to the Licensee.
 - d. Such termination of the License Agreement and forfeiture of the interest free performance guarantee by NOIDA shall be without prejudice to any other damages, rights or remedies applicable under law in its favor.
- xviii. De-commissioning due to Emergency:
- a. If, in the reasonable opinion of the Licensee, there exists an Emergency which warrants de-commissioning and closure of the whole or any part of the Project, the Licensee shall be entitled to de-commission and close the whole or any part of the Project for so long as such Emergency and the consequences thereof warrant; provided that such de- commissioning and particulars thereof shall be notified by the Licensee to the Licensor Without any delay, and the Licensee shall diligently carry out and abide by any reasonable directions that the Licensor may give for dealing with such Emergency.
 - b. The Licensee shall re-commission the Project or the affected part thereof as quickly as practicable after the circumstances leading to its de-commissioning and closure have ceased to exist or have so abated as to enable the Licensee to re-commission the Project and shall notify the Licensor of the same without any delay.

Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida

- c. Any decommissioning or closure of any part of the Project and the re-commissioning thereof shall, as soon as practicable, be brought to the notice of affected persons by means of public announcements/notice.

xix. Overriding powers of the Licensor

- a. If in the reasonable opinion of the Licensor, the Licensee is in material breach of its obligations under this Agreement and, in particular, the maintenance requirements, and such breach is causing or likely to cause material hardship or danger to the visitors, the Licensor may, without prejudice to any of its rights under this RFP document including Termination thereof, by notice require the Licensee to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.
- b. In the event that the Licensee, upon notice under the previous clause, fails to rectify or remove any hardship or danger within a reasonable period, the Licensor may exercise overriding powers under this Clause and take over the performance of any or all the obligations of the Licensee to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Licensor shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Licensor in discharge of its obligations hereunder shall be deemed to be operation and maintenance expenses, and the Licensor shall be entitled to recover them from the Licensee in accordance with the provisions of this Clause along with the damages specified therein.

6. Section VI: Special Conditions of Contract

6.1. Attendance and biometric

- i. Daily Biometric attendance of the coaches/sub-coaches/trainers is mandatory so as register attendance of personnel entering the premises.
- ii. An employment agreement between the Coach / Trainer and the Operator (minimum of two years) should be submitted before commencement of operations. Attendance of such a coach / trainer is to be monitored through the biometric attendance system. In the event of any coach leaving, the Operator should provide a substitute coach of equivalent experience/qualification duly approved by the Senior Manager, Noida Authority else the penalty clause may be evoked.

6.2. Conducting sporting events in the Indoor Stadium

- i. In addition to regular coaching, special coaching camps, especially during summer vacations for students can also be organized.
- ii. The Operator is also permitted to conduct corporate camps and get sponsorships for the purpose of maximizing revenue.
- iii. Sporting events such as camps, competitions, tournaments etc. in association with various companies at the playing area/field/court are permitted. However, other activities compatible to the Indoor Stadium may be allowed in special circumstances with prior permission of NOIDA.

6.3. Signage and Advertisements in the Indoor Stadium

- i. Demonstration of banners, advertisements from sponsors will be allowed during camps/competitions/tournaments and any other such sporting events being conducted in the Indoor Stadium.
- ii. Publicity and sponsorship of alcohol and tobacco products or any prohibited substances is not allowed in the stadium/court.
- iii. Advertisement within the premises is permitted upon due approval from the Authority.
- iv. The revenue generated from advertisement will be included in the License fee payable to Noida.
- v. Aesthetics of all advertisements will be ensured by the Licensee
- vi. All advertising on the Project shall also conform to Good Industry Practice, Noida Outdoor Advertisement Policy and any other byelaws/regulations

6.4. Sporting equipment

- i. The Operator shall arrange all the necessary equipment for effective running of the Indoor Stadium. The responsibility of obtaining the necessary licenses for the same lies with the Operator. Space in the Noida Authority shall be allowed to be used by the Operator for storing sports equipment, gear etc. However, this would be provided at the discretion of Noida Authority, if such storage space is available.
- ii. The responsibilities of watch and ward shall rest with the Operator.
- iii. The Operator is allowed to engage a security guard at his own cost for the security of equipment. The security guard shall not use the complex premises for residential purposes.

7. Forms

7.1. Form T1

LETTER OF PROPOSAL

(On Bidder's letter head)

(Date and Reference)

To:

Senior Manager, WC-2

Address: Noida Stadium,

Sector-21A, Noida, Gautam Budh Nagar,

Uttar Pradesh 201301

Sub: **Submission of proposal for Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida**

Dear Sir,

With reference to your BID Document dated **DD-MM-YYYY**, I/we, having examined all relevant documents and understood their contents, hereby submit our Bid for Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida

The Bid is unconditional and unqualified.

All information provided in the Bid and in the Appendices is true and correct and all documents accompanying such Bid are true copies of their respective originals.

This statement is made for the express purpose of shortlisting for appointment as the Bidder for the aforesaid Project.

I/We shall make available to the Noida Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid

I/We acknowledge the right of the Noida Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Noida Authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We declare that:

- I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Noida Authority
- 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 5.9 of the Bid document, in respect of any Bid or request for proposal issued by or any agreement entered into with the Noida Authority or any other public sector enterprise or any government, Central or State; and
- I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Bidder, without incurring any liability to the Bidders of the Bid document;

Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida

- I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Authority/Sports Complex which would 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;
- I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates;
- I/We further certify that no investigation by a regulatory Sports Complex is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees;
- 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 Noida Authority in connection with the shortlisting of Bidder or in connection with the Selection Process itself in respect of the above mentioned Project;
- I/We agree and understand that the proposal is subject to the provisions of the BID document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected;
- I/We have studied BID and all other documents carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by the Noida Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Project;
- I/We agree and undertake to abide by all the terms and conditions of the BID Document.

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

Date :

Place

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Bidder)

7.2. Form T2

FIRM DETAILS

1.	<p>Title and name of the Project: Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida</p>																
2.	<p>State the structure of the Bidder's organization (Bidders to complete/delete as appropriate) Sole Bidder/Consortium</p>																
3.	<p>For Bidders who are individual companies or firms, state the following: Name of Company or firm: Legal status: (e.g. incorporated private company, proprietorship, etc.) Registered address: Year of incorporation..... Principal place of business: Contact person: Contact person's title: Address, telephone, facsimile number and e-mail ID of contact person: </p>																
4.	<p>In case of a consortium, state the following:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 30%;">Names of members (Lead member first):</th> <th style="width: 20%;">Legal Status</th> <th style="width: 30%;">Registered address and principal place or business</th> <th style="width: 20%;">Percentage participation (equity)</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Note: Authorised contact person (from lead member): Contact person's title: Address, telephone, facsimile and e-mail ID of contact person:</p>	Names of members (Lead member first):	Legal Status	Registered address and principal place or business	Percentage participation (equity)	a.				b.				c.			
Names of members (Lead member first):	Legal Status	Registered address and principal place or business	Percentage participation (equity)														
a.																	
b.																	
c.																	

Authorized signatory

Name:

Date:

Name of the Bidder with seal

7.3. Form T3

CAPABILITY STATEMENT

It is Compulsory for the bidder to fill this statement and the bidder must upload those document that support this statement

Tender Reference No: _____

Name of Work: _____

Name of Bidder: _____

S.No.	ELIGIBILITY CRITERIA	(To be filled by the Bidder)								
1	Sole proprietorship, registered partnership firm, public limited company, private limited company, LLP, society/trust, Government entity, Public Sector Enterprise or Consortium of any of the above can submit the Bidder. The firms and the companies should be registered in India.									
2	The bidder should have: Indoor Stadium operation/maintenance experience of not less than 3 years.									
3	The Bidder/Lead member of the consortium should have in the last 3 Financial Years preceding the Bid Due Date Minimum Average annual turnover of INR 40 lakh over the last 3 financial years preceding the Bid Due Date.	<table border="1" data-bbox="603 1167 970 1429"> <tr> <td data-bbox="603 1167 794 1234">FY 2019-20</td> <td data-bbox="794 1167 970 1234"></td> </tr> <tr> <td data-bbox="603 1234 794 1301">FY 2018-19</td> <td data-bbox="794 1234 970 1301"></td> </tr> <tr> <td data-bbox="603 1301 794 1368">FY 2017-18</td> <td data-bbox="794 1301 970 1368"></td> </tr> <tr> <td data-bbox="603 1368 794 1429">Total</td> <td data-bbox="794 1368 970 1429"></td> </tr> </table>	FY 2019-20		FY 2018-19		FY 2017-18		Total	
FY 2019-20										
FY 2018-19										
FY 2017-18										
Total										
4	The tangible net worth of the Bidder/Lead Member of the Consortium should be positive at the end of FY 2019-20									
5	The Bidder/each member of the Consortium shall also give an undertaking stating that: <ul style="list-style-type: none"> <li data-bbox="209 1675 946 1742">i. The Bidder has done the inspection of the area for his satisfaction. <li data-bbox="209 1787 890 1854">ii. The Bidder is not blacklisted by any government department or government/ public sector agency. <li data-bbox="209 1899 946 1989">iii. There are no revenue dues pending against him from any government department or government/ public sector agency <li data-bbox="209 2033 906 2098">iv. There is no case of criminal prosecution registered against the Bidder, the Bidder needs to give list of 									

Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida

S.No.	ELIGIBILITY CRITERIA	(To be filled by the Bidder)
	<p>description of such cases if there are any.</p> <p>v. The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court in last 5 (five) financial years.</p> <p>vi. There is no criminal/civil case going in court against the Bidder, the Bidder needs to give list of description of such cases if there are any</p>	
6	GST Registration Certificate	
7	Copy of PAN Card	

7.4. Form T4

FIRMS EXPERIENCE - PROJECT DESCRIPTION SHEET

Name of the client:
Address and contact detail (Client):
Project Location:
Start Date:
End Date:
Value of Contract:
Operating Model of Contract (fixed fees/grant/revenue share):
Percentage of Revenue Share agreed (if any):
Annual Fixed Fees payable to the client (if any) and basis thereof:
Year wise gross receipts under the contract (past 3 years):
Narrative description of project:
Description of operator's scope of work and key activities*:

* Attach copy of work order/scope of services

Authorised Signatory

(Name & Designation of Authorised Signatory)

Instructions:

- i. Only the eligible projects that satisfy technical criteria (i.e. type of project) shall be included
- ii. The format shall be filled up for each member of the Consortium
- iii. In support of the information provided following documents must be submitted failing which the specific claim shall not be considered for evaluation.
- iv. Completion Certificates/Signed contracts/any other proof from the client for the Experience claimed should be submitted**
- v. The information must be submitted in the given formats. Any information not furnished strictly in accordance with the formats and requirements shall not be considered for evaluation.

7.5. Form T5

FINANCIAL CAPACITY

Bidder/Member of Consortium should submit their financial details as per the following:

This is to certify that the Annual Turnover of M/s
..... for last three years is as below:

S.No.	Name of the Bidder or member of the Consortium	Turnover		
		2017-18	2018-19	2019-20
1.				
2.				
3.				
	Total (INR)			
	Average Annual Turnover (INR)			
	Tangible Net worth (INR)			

Note: If the bidder's accounts are not being audited, a practising Chartered Accountant's certificate having UDIN, FRN and membership numbers maybe enclosed certifying yearly turnover for Financial Years (2017- 2018, 2018-19, 2019-20) and net worth as at 31.03.2020.

Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of _____ (Name of Bidder), we M/s _____, Chartered Accountants/ Statutory Auditors, certify that the above information pertaining to FY 2017-18, FY 2018-19 and FY 2019-20 is correct.

Signature and Seal of Chartered Accountants/Statutory Auditors (with membership no.)

Authorised Signatory

(Name and Designation of Authorised Signatory)

For the purpose of qualification:

- i. The financial year would be the same as the one normally followed by the Bidder for its Annual Report.
- ii. Tangible Net-worth shall mean [Subscribed and Paid Up Equity Share Capital + Reserves & Surplus – {Revaluation Reserves, Goodwill, Miscellaneous Expenses (to the extent not written off) and other Intangible Assets}].
- iii. The Bidder shall provide the audited annual financial statements as required. Failure to do so could result in the Proposal being considered as non-responsive.
- iv. A certificate from the Statutory Auditor should be provided as supporting document certifying the Financial Capability submitted by the Bidder.

7.6. Form T6

TECHNICAL EVALUATION FORM

[Please capture all relevant information for the coach proposed]

This information shall cover the qualification requirements capable of being evaluated for evaluation. Add additional sheets if necessary.

General information of the Coach

Name:

Contact Details:

Address:

1. (a) Qualifications as laid down by National and International Sports Federations of the respective Sports discipline – Please mark (✓) tick

S. No.	Qualification	Tick
1.	NIS Qualified/federation approved Certifications	
2.	Other equivalent qualifications as per respective sport, etc.	

Note: Please attach documentary proofs

2. Participation in Sports & Position (Coach) – Please mark (✓) tick

State		National		International	
Participation	Medal winner	Participation	Medal Winner	Participation	Medal Winner

3. Additional Details of Participation (Coach) (Event Name, year of Participation, Position)

S. No.	Event Name	Particular of the event (State/National/International/AG/AC/Olympics/WC)	Year of Participation	Position

Note: Please attach documentary proofs

4. Experience of Coaching

Total number of years of experience of coaching: _____

S. No.	Designation	Name of institute/Sports Complex/Stadium	From	To	Total Experience in Years

Note: Please attach documentary proofs

5. Awards won

S. No.	Award name	Yes/No	Year when won

Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida

	Arjuna Awardee		
	Rajiv Gandhi Khel Ratna		
	National Medal Winner		
	Dronacharya Awardee		

Note: Please attach documentary proofs

6. Medals won

S. No.	Name of the Event (only International, National and State Level)	Yes/No	Year when won

Note: Please attach documentary proofs

6. Declaration

Whether any inquiry, investigation, case, departmental or other proceeding in relation to any official case of Criminal offence or allegation of moral turpitude have been initiated / pending and or the bidder has been convicted / held guilty by any court or Sports Complex in this behalf - **Please mark (✓)**

Yes:	No:

I do hereby declare that all statements made in this application are true and correct to the best of my knowledge and belief. I understand that in the event of any information being found false or incorrect or not satisfying the prescribed eligibility criteria, my application is liable to be cancelled / rejected at any stage of selection.

Place:	Signature:
Date:	Name:

7.7. Form T7

MEMORANDUM

Name of Work: Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida

I/We agree to keep the quoted rate open for acceptance for 90 days from the due date of submission thereof and not make any modification in its terms and conditions.

I/We hereby declare that I/We shall treat the quotation documents, drawings and other records connected with the works as secret/ confidential documents and shall not communicate information derived there from to any person other than the information in any manner prejudicial to the safety of Noida.

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

7.8. Form T8

UNDERTAKING

Name of Work: Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida

- I confirm that I/ Bidder/ any of the consortium members have done the inspection of the sites for my/our satisfaction.
- I confirm that I/ Bidder/ any of the consortium members have not been banned /declared ineligible for corrupt and fraudulent practices/ blacklisted by Govt. of India, State Govt./any court of law having jurisdiction in India and do not have any disciplinary proceedings or pending litigations for the past 5 years.
- I confirm that I/ Bidder/ any of the consortium members have no revenue dues from any government department or government/public sector agency
- I confirm that I/ Bidder/ any of the consortium members do not have any case of criminal prosecution registered against me/us
- I confirm that I/ Bidder/ any of the consortium members have not been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court in last 5 (five) financial years
- I confirm that I/ Bidder/ any of the consortium members have no criminal/civil case going in court against me/ us.

Signature of the bidder with seal

Dated:

Witness:

Address:

Occupation

Note:

1. **To be signed by the Bidder. In case a Consortium is applying, each member of the Consortium will be expected to submit the Affidavit.**
2. **Please provide the list of all the pending litigations, non-performing contracts and surrendered contracts during last 5 years by the Bidder/ Consortium, if any**

7.9. Form T9

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for **'Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida'** in response to the RFP Document dated _____ issued by New Okhla Industrial Development Authority(NOIDA), (the Authority) including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Authority may require us to submit. The aforesaid Attorney is further authorized for making representations to the Authority or any other authority, and providing information / responses to the Authority, representing us in all matters before the Authority, and generally dealing with the Authority in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the License Agreement is entered into with the Authority and thereafter till the expiry of the License Agreement.

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

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP Document.

Signed by the within named
.....[Insert the name of the executant company]
through the hand of
Mr.
duly authorized by the Board to issue such Power of Attorney

Dated this **day of**
Accepted
.....
Signature of Attorney
(Name, designation and address of the Attorney)

Attested
.....
(Signature of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.
(Signature)
Name
Designation.....
2.
(Signature)

Name
Designation.....

Notes:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- (2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

7.10. Form T10

STATEMENT OF LEGAL CAPACITY

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

Ref. Date:

To

Senior Manager, WC-2

Address: Noida Stadium,

Sector-21A, Noida, Gautam Budh Nagar,

Uttar Pradesh 201301

Dear Sir,

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

We have agreed that (insert member's name) will act as the Lead Member of our consortium.*

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

*Please strike out whichever is not applicable

7.11. Form T11

POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

Whereas the Senior Manager (Work Circle I), New Okhla Industrial Development Authority (NOIDA) has invited applications from interested parties for the **Operation and Maintenance of Indoor Stadium, Sector-21 A, Noida** (the "Project").

Whereas, and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,.....having our registered office atM/s.having our registered office atM/s.having our registered office atandhaving our registered office at(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at... ,being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the license/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the NOIDA, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the License Agreement is entered into with the NOIDA. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2.....

For (Signature) (Name & Title)

For (Signature) (Name & Title)

For (Signature)

Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida

(Name & Title)

- 1.
- 2.

.....

(Executants)

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

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 board or shareholders' resolution/ power of attorney in favor 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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate

7.12. Form T12

CONSORTIUM AGREEMENT / MEMORANDUM OF UNDERSTANDING

(To be executed on Stamp paper of appropriate value)

This Consortium Agreement/Memorandum of Agreement is executed at _____ on this _____ day of _____.

BETWEEN

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 2013 and having its registered office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 2013 and having its registered office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'Participant Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER/SECOND Part;

AND

Mr. _____ R/o _____ OR M/s _____, a Company incorporated under the Companies Act, 2013 and having its registered office at _____ acting through its _____ duly authorized by a resolution of the Board of Directors dated _____ (hereinafter referred to as the 'Participant Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the THIRD Part;

Whereas New Okhla Industrial Development Authority (hereinafter referred to as 'NOIDA') has invited Bids for the Licensing of _____ in terms of the RFP documents issued for the said purpose and the eligibility conditions required that the Bidders bidding for the same should meet the conditions stipulated by NOIDA for participating in the bid by the Consortium for which the Bid has been floated by NOIDA.

AND WHEREAS in terms of the bid documents all the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS all the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT HEREBY WITNESSES:

That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the Bid process for Licensing of _____ in terms of the Bid invited by New Okhla Industrial Development Authority Ltd., (NOIDA).

That all the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by NOIDA for awarding the Bid to the Consortium so that the Consortium may take up the aforesaid license, in case the Consortium turns out to be the Successful Bidder in the

Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida

bid being invited by NOIDA for the said purpose.

That all the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the eligibility criteria stipulated for a bidder, to participate in the bid for the said Bid process for _____

That the Consortium have agreed to nominate any one of _____, _____ and _____ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Bid Application Form etc., Mandatory Information, Financial Bid. etc. and such other documents as may be necessary for this purpose.

That the shareholding of the members of the Consortium for this specified purpose shall be as follows:

- I. The Lead Member shall have _____ per cent (____%) of shareholding with reference to the Consortium for this specified License Agreement.
- II. The Participant Member shall have _____ (____%) of shareholding with reference to the Consortium for this specified License Agreement.

That in case to meet the requirements of bid documents or any other stipulations of NOIDA, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said Project.

That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified Project.

That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said Project if awarded to the Consortium in the Memorandum to meet the requirements and stipulations of NOIDA.

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

1.(_____) 2.(_____) 3.(_____)

Authorized Signatory Authorized Signatory Authorized Signatory

(_____) (_____) (_____)

For (Name of company) For (Name of company) For (Name of company)

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

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

7.13. Form T13

SALEABLE FORM FOR TENDER DOCUMENT

Job No.

The required fee of tender form has been deposited in _____ Bank A/c No. _____ RTGS and the scanned copy of UTR receipt with Transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

DETAILS OF EARNEST MONEY ATTACHED

The required amount of Earnest money has been deposited in _____ Bank A/c No. _____ RTGS and the scanned copy of UTR receipt with transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender shall be rejected.

BIDDER

Notes:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.
- (2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

7.15. Form T15

INDOOR STADIUM OPERATIONAL EXPERIENCE DETAILS

Name of Indoor Stadium / Complex	Address	Currently Operational (Y/N)	Date of Commencement of Operations	Date of End of Operations (if applicable)	Number of Sports Offered

Name of Indoor Stadium	Event 1		Event 2		Event 3	
	Participants	Spectators	Participants	Spectators	Participants	Spectators

Completion Certificates/Signed contracts/any other proof from the client for the Experience claimed should be submitted

7.16. Form T16

PROFORMA FOR CLARIFICATIONS / AMENDMENTS ON THE RFP FOR PRE-BID CONFERENCE

S. No.	Document	Clause No. and Existing Provision	Clarification required	Suggested Text for the Amendment

Authorized signatory

Name:

Date:

Name of the Bidder with seal

7.17. Form T17

BID DETAILS

The following list is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

S. No.	Particulars	Attached Yes / No / Not Applicable	Page no. (Mandatory)
1	Bid Processing Fees		
2	Earnest Money Deposit		
3	Self-attested copy of Letter of incorporation, Memorandum and Article of Association showing objectives of the Company/firm/Partnership		
4	Self-attested copy of PAN card of the company/firm; the GST registration and ITR		
5	A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years		
6	List of Pending Litigations, Non-Performing License Agreements and Surrendered License Agreements during last 5 (five) years, if applicable		
7	Form T1: Letter of Proposal submission		
8	Form T2: Firm Details		
9	Form T3: Capability statement		
10	Form T4: Firms Experience		
11	Form T5: Financial Capacity		
12	Form T6: Technical Evaluation Form		
13	Form T7: Memorandum		
14	Form T8: Undertaking		
15	Form T9: Power of Attorney		
16	Form T10: Statement of Legal Capacity		
17	Form T11: Power of Attorney for Lead Member of Consortium		
18	Form T12: Consortium Agreement/Memorandum of Understanding		
19	Form T13: Saleable form of tender document		
20	Form T14: Declaration of Refund of Earnest Money		
21	Form T15: Indoor Stadium Operational Experience Details		
22	Certificates from client as proof of technical eligibility		
23	Any other document asked by the Authority if submitted, specify the documents Or Any other document which the bidder considers relevant		

7.18. Form F1

BID OFFER/ BOQ (FORMAT)

Date:

Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida

To

To:

Senior Manager, WC-2

Address: Noida Stadium,

Sector-21A, Noida, Gautam Budh Nagar,

Uttar Pradesh 201301

THIS FORM IS NOT TO BE FILLED. THE BIDDERS ARE REQUIRED TO FILL THE FINANCIAL PROPOSAL IN XLS FORMAT AFTER DOWNLOADING THE FORM FROM THE E-PROCUREMENT WEBSITE FOR THIS TENDER DOCUMENT

Sub: Operation and Maintenance of Indoor Stadium at Noida Stadium Sector-21 A, Noida

Dear Sir,

I/we have read and examined the RFP document, general terms and conditions for the work.

I/we hereby quote the following amount of License fee for the Indoor Stadium per month in rupees as specified below, payable to NOIDA.

Monthly License Fee for the Indoor Stadium	Amount (in INR):
--	------------------

Note:

- a. The Bidder shall quote the Amount of License Fee payable to the Authority.
- b. The weightage to the License Fee quoted shall be given as specified in the Evaluation Criteria in Section 3.3
- c. The License Fee is exclusive of all applicable taxes.
- d. The Agency shall bear all the applicable taxes including the GST at prevailing rates. Any future revision in taxes shall also be borne by the Agency.
- e. We have completely read and understood the Bid Document. The Financial Tender submitted is unconditional and fulfils all the requirements of the RFP. This quote shall be escalated at rate of 5% (Five Percent) after every year.
- f. Our Financial Proposal shall be binding upon us subject to the modifications resulting from License Agreement negotiations, up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive.

Signature and Name of the Authorized Person

NAME OF THE BIDDER AND SEAL

8. Annexure

1. Noida Sports Trust Policy to provide assistance to competent / talented sport persons avail facilities at Noida Stadium for free.

Such assistance would be provided if the applicant qualifies for the following:

- Player should be a resident of Noida. He /she should furnish Niwas Praman Patra along with his application
- Player should have played National, International, State, District Level. Certificate of the same should be submitted in Noida Sport Trust
- Player should have represented G. B. Nagar at District Level and UP at State level; this facility will not be provided to players from other districts or state
- Grant would be provided to 1 or 2 ranked players in District / State Level and players who have participated at National / International Level
- To avail free service approval from CEO is required
- Players who have played at District, State, National, International Levels will be allowed to play everyday for 2 hours free. If the player wishes to play for extra hours, then he will have to pay equivalent fees as being charged from other players using the facility. Additionally, the players can only avail facility of coaches currently employed at the Stadium; no outside coaches will be allowed.
- Players availing the services as per previous point will not be paid any grant.
- Players who have represented G. B. Nagar at district level and UP at Sate level / National / International will only be provided free services at Noida Stadium for practice.
- Undertaking will have to provided citing that the player is not using free service / grant elsewhere.
- If a player is employed at State Govt. or Central Govt., then no grant will be provided in such a scenario.
- Grant will be provided basis the sports currently being offered at Noida Stadium.
- List of Grant to be provided at Noida Stadium (by Noida) is as below:

Levels	Approve Grant
International	10,000 Per Month
National	7,500 Per Month
State	5,000 Per Month
District	1,500 Per Month

- The above grant would be provided to players whose parents have a combined income of less than INR 8,00,000/- annually. Certificate citing the same should be provided from the District Magistrate's office.

2. List of facilities / drawings provided by the Authority: