

Greater Hyderabad Municipal Corporation

REQUEST FOR PROPOSAL



**OPERATIONS & MAINTANENCE OF INDOOR STADIUM PHASE VI, KPHB,
MOOSAPET CIRCLE 23, KUKATPALLY ZONE, GHMC**

Proposed By:

Zonal Commissioner, Kukatpally Zone
Greater Hyderabad Municipal Corporation

Submitted by :
[details of the bidder]

**Greater Hyderabad Municipal Corporation
Government of Telangana**

**Office of the Executive Engineer,
Zonal office, Moosapet,
Hyderabad .**

INVITATION FOR REQUEST FOR PROPOSAL (RFP)

Greater Hyderabad Municipal Corporation (GHMC) invites “Request for Proposal” from Private Limited Companies/Partnership firms who have adequate experience and financial strength in this field of Construction, Operations and Maintenance of paly parks, indoor Stadiums including provision of soft infrastructure, training, managing day to day playing activity, organizing district, state and National level competitions where ever applicable. Special emphasis to women health/activity, elderly health/activity and children scaling different levels in the sport concerned. **Supply of various sports equipment, maintenance of equipment and courts and the entire premises as per laid standards is mandatory. The location of stadium is in Phase VI, KPHB, Kukatpally Zone, GHMC”.**

The RFP Bid Document may be downloaded from GHMC website: www.ghmc.gov.in.

Event Description	Date & Place
RFP Bid Download Start Date and Time	15.03.2021 from 10.30 am onwards
RFP Bid Download End Date	18.03.2021 upto 3.00 pm
Last Date& Time for Submission ofRFP Bids	18.03.2021 upto 3.00pm
Address for Communication	O/o Executive Engineer, Moosapet circle-23, GHMC
Submission of Bid	O/o Executive Engineer, Moosapet circle-23, GHMC
Time & Date for opening of Technical Bid	19.03.2021 at 3.00pm
Date and Time of opening of Financial Bid	19.03.2021 at 4.00pm

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

Sd/-
Zonal Commissioner, KP.Zone,GHMC

ABSTRACT

SI. No.	Description of the Complex	Process Fee (in the form of DD)	EMD (Bid security in the form of DD)	Performance Security Deposit in the form of DD	Upset price (for 1 year)
1	Operation and Maintenance of Sports Complex, K.P.H.B Phase VI Kukatpally Zone, GHMC. for (3yrs)	5,000	30,000	1,00,000	12,00,000

Disclaimer

The information contained in this Request for Proposals document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority (GHMC herein and after called Authority) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the

accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

INVITATION FOR PROPOSALS

1. INTRODUCTION.

1.1. BACKGROUND

1.1.1. The Greater Hyderabad Municipal Corporation (GHMC) to make the city of Hyderabad a world class city with a fast-paced living. In this direction, GHMC aims to bring significant improvements in the living standards by providing play parks to promote healthy living to its people especially women children and elderly in the society.

1.1.2. **The health benefits of regular Playing/Activity:**

- increased **cardiovascular** fitness.
- increased muscle **strength** and **flexibility**.
- improved joint mobility.
- decreased **stress levels**.
- improved **posture** and **coordination**.
- strengthened **bones**.
- decreased body **fat** levels.
- prevention or management of disease

1.1.3. Regular physical activity increases the confidence in individual and team building attitude. It also improves mental health, maintains hormonal balance, risk taking attitude, communication skills, problem solving and working in difficult environments.

1.1.4. In this connection, it is proposed to avail the services of experienced private service providers for efficient execution of the above Project. It is decided to carry out the bidding process for selection of a private entity as the “Concessionaire” to whom the Project may be awarded.

1.2. REQUEST FOR PROPOSAL:

- 1.2.1. Greater Hyderabad Municipal Corporation (GHMC), herein after called the Authority, invites proposals by way of two stage bidding process (Technical & Financial) in response to Request for Proposal for selection of Concessionaire to award maintenance of Sports Complex situated in Phase VI of KBHB as per the provisions of the Concession Agreement (CA). The bidder shall be a Registered Public Limited/ Private Limited Company in India as per Indian Companies Act, 1956 (as modified by Companies Act, 2013)
- 1.2.2. The primary objective of the project is to supply necessary sports equipment, to maintain 4 indoor badminton courts, provide necessary training, organize events and to promote and market the available courts on various social media platforms/websites so as to enhance the sales. The customers should be provided with good quality equipment and playing experience.

The Selected Bidder shall be entering into a contract with GHMC. The model of the contract is put as annexure- B.

1.3. GENERAL INSTRUCTIONS:

- 1.3.1. For the Bidding / RFP Document Purposes “Greater Hyderabad Municipal Council” shall be referred to as “Authority” and the interested registered Companies shall be referred to as “Bidder”.
- 1.3.2. The RFP documents may be downloaded from this office website www.ghmc.gov.in.
- 1.3.3. While all efforts have been made to avoid errors in the drafting of the RFP documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the RFP documents shall be entertained from the bidders.
- 1.3.4. Each page of the RFP documents must be stamped and signed by the person or persons authorized for submitting the RFP in token of his/their having acquainted himself/ themselves and accepted the entire RFP documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the GHMC. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.3.5. The bidder shall attach the copy of the authorization letter / authorized representatives’ letter from the owner of the company as the proof of authorization for signing on behalf of the Bidder.
- 1.3.6. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with the requisite documents, or any other requirements, stipulated in the RFP documents are liable to be rejected.
- 1.3.7. The Bidding Company should only be a Public Limited / Private Limited Company or partnership firm registered under the Companies Act, 2013. Bidding in the form of Proprietorship Company/ JV Consortium is not permitted.
- 1.3.8. The Indoor Stadium shall be handed over to the selected bidder **within one week** from the date of signing of agreement. The procurement of play equipment shall be implemented in **15 days** from the date of signing of

agreement within which the bidder shall complete as per the specifications and standards specified herein.

- 1.3.9. The title of interest, ownership and rights with regard to the property allotted by the Authority shall vest with the GHMC and these will be operated and maintained by the selected bidder during the concession period as per the contract/ agreement.

1.4. REVENUE AND REVENUE SHARING:

- 1.4.1 The inflow of funds for these services in the area allotted in the form of various category customer fees would be used in the following manner:
- 1.4.2 Operations Support Staff, skilled staff and experience staff to be deployed for collection of charges and maintenance of Indoor Stadium.
- 1.4.3 Every month, selected bidder will deduct the above monthly O&M cost and share revenue accordingly to GHMC
- 1.4.4 Available courts:

#	Court	Per hr Fees	Max number Players
1	Swimming Pool		
A	4 Indoor badminton Courts		
B	Cafeteria		
C	Yoga Hall		

1.5 `SCOPE OF THE CONTRACT

- 1.5.1 In times when the world is grappling with pandemic, it is imperative that the general public improves their immunity by regular exercise and healthy living. GHMC intends to provide its facility to the people through an experienced concessionaire who can manage the facility.
- 1.5.2 The entire premises need to be maintained by the bidder so as to ensure the facility in good condition apart from maintaining good hygiene, cleanliness, upkeep of equipment and courts, making it available for the general public willing to use the courts and other spaces on **“PAY and PLAY”** basis.
- 1.5.3 The selected bidder needs to deploy skilled, semi-skilled and unskilled manpower as per requirement and standards so as to maintain the premises and provide efficient service to the public.
- 1.5.4 The coaches so employed must have an NIS certificate or must have 5 yrs track record to establish their professional credential.
- 1.5.5 **All procurement of sports equipment, construction of web site, marketing, safety measures are expected to be taken care by the selected bidder. The sports equipment must be of branded company.**
- 1.5.6 **Water replacement for the swimming pool shall be provided by the agency at timely intervals as per standard so as to ensure proper hygiene.**

a. **Operations & Maintenance:**

This includes operation of all activities in the premises, regular cleaning, and deployment of experienced personnel. This includes maintenance and operation of all the necessary infrastructure provided in the stadium.

- b. **Electricity supply:** The Concessionaire shall pay the electricity bills to allotted counter.
- c. **Maintenance of Pool:** The Concessionaire shall ensure maintenance of Pool area as per standard schedule. Cleaning staff shall be provided by the selected bidder. However water provision and replacement of water for pool shall be the responsibility of the Concessionaire.
- d. **Watch & Ward:** The watch & ward for the premises shall be provided by the bidder and shall keep the centre manned in the time specified for opening.
- e. **Maintenance:** It will include daily, routine and periodic maintenance works, equipment maintenance and servicing.
- f. **In case of failure of maintenance standards or if are not made available for public use at any point of time the Deputy Commissioner will issue notice to the selected bidder for cancellation of their operations on prolonged non availability of the facility.**
- g. **The selected bidder shall make regular payment of nominal revenue Revenue Share to GHMC not later than 10th day of first month of the quarter in which it is due and failure to do so attract an interest of 18% per annum on the entire unpaid amount payable during the quarter chargeable from beginning of the that quarter till realization of payment. If concessionaire will not make payments for two consecutive quarters, the contract will stand terminated automatically.**
- h. Perform and fulfill all other obligations in accordance with the provisions of the Concession Agreement, and the matter incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire;
- i. The Concessionaire shall have to provide sufficient badminton raquets to the Public Convenience
- j. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- k. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Documents"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified for submission of Bids (the "Bid Due Date").

1.6 BIDDING PROCESS

1.6.1 Bidder's Responsibility Before Proposal Submission:

- a) Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation and operation of the Project.
- b) Subject to the provisions of the aforesaid documents and any agenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- c) The Bidder shall be responsible for all the costs associated with the preparation of the Proposal and their participation in the selection process. GHMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.
- d) The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RFP document.
- e) The Public related information, which has been provided in this RFP document, is intended to guide the bidders in preparing their Proposal only. GHMC shall not stand guarantee for and shall not be held responsible for the veracity of the data related to cost and revenue, which have been made available in this document.
 - . It would be deemed that by submitting the Bid, the Bidder has:
 - . Made a complete and careful examination of the RFP document.
 - . Obtained all relevant information about the project.
 - . GHMC shall not be liable for any mistake or error on the part of the Bidder in respect of the above

1.7 BID SECURITY:

- 1.7.1 The bid shall be accompanied by a bid security (the "Bid Security") of Rs.30,000/- (Rupees Fifty thousand only), refundable not later than 90 (Ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee drawn in favour of "Commissioner, Greater Hyderabad Municipal Corporation" from any nationalised bank / scheduled commercial banks acceptable to the Authority. In case a bank guarantee is provided, its validity period shall not be less than 90 days from the Bid Due Date, inclusive of a claim period of 60 days and may be extended as desired by the Authority from time to time. Where a demand draft is provided, its validity shall not be less than 90 (ninety) days from the Bid Due Date, for the purposes of encashment by the Authority. **The Bid shall be summarily rejected if it is not accompanied by the Bid Security.**
- 1.7.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 1.7.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 1.7.4 Save and except as provided in Clauses above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder and issuance of Letter of

Award to the successful bidder or when the Bidding process is cancelled by the Authority. Where Bid Security has been paid by demand draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

1.7.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.

1.7.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

1.7.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and if

- a. A Bidder submits a non-responsive Bid;
- b. A Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this RFP;
- c. A Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d. the Selected Bidder fails within the specified time limit –
 - i. to sign and return the duplicate copy of LOA; or
 - ii. to sign the Concession Agreement; or
 - iii. to furnish the Performance Security within the period prescribed therefore in the Concession Agreement.
 - iv. The Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

1.8 MINIMUM ELIGIBILITY CRITERIA/TECHNICAL PREQUALIFICATION FOR BIDDING:

The following shall be the minimum eligibility criteria for selection of technical bid of the bidders.

1.8.1 Legal Valid Entity: The Bidder shall necessarily be a legally valid entity either in the form of a Private Limited Company or partnership firm registered under the Companies Act, 2013. **A proof for supporting the legal validity of the Bidder shall be submitted.**

1.8.2 Registration: The Bidder should be registered with the GST, and also registered under the labour laws, Employees Provident Fund Organisation,

Employees State Insurance Corporation. The bidder should also have PAN Card. A proof in support of the above shall be submitted.

1.8.3 Clearance: The bidder should have clearance certificate from Income Tax dept. Relevant proof in support shall be submitted FOR the Currentt year.

1.8.4 Experience: The Bidder should have atleast 3 year experience in managing a sports setup, and a firm already in possession of management of operation and maintenance of **sports ground/complexes/Swimiing pools shall be preferred**. Relevant proof in support should be submitted.

1.8.5 Turnover: The Bidder should have average **annual turnover of Rs. 21.00 lakhs** per annum in the last 4 financial years, financial year means the period ending upto 31st March. Turnover and other financial documents shall be calculated and certified by an Independent, Chartered Accountant/Firm of Chartered Accountants registered with the Institute of Chartered Accountants of India (ICAI).

1.8.6 Current Networth: Bidder should have a positive net worth of Rs.25.00 lakhs in the current financial year, relevant proof in support should be submitted, certified by an independant, Chartered Accountant/Firm of Chartered Accountants register with the Institute of Chartered Accountants of India (ICAI).

check list or supporting documents for the Minimum Eligibility Criteria in Technical Bid:

Sl. No	Particulars	To be filled by the bidder
1	Proof of Legal Validity of the Bidder as Private Limited/Partnership firm Companies Registered under companies Act 2013	
2	Details of Bid Security deposit	
	Amount	
	Bank Guarantee / Draft No. and Date and issuing Bank	
3	List of self-attested copies of	
	(i) ESIC Registration with Code No.	
	(ii) EPF Registration No.	
	(iii) PAN Card No.	
	(iv) GST Registration No (v) IT clearance certificate of the Current Year.	
4	The proof regarding turnover has to be submitted by the Bidder regarding the average annual turnover of 21L per annum in last 4 years.	
5	Certified copies from an independant attested Chartered Accountant/Firm of Chartered Accountants as proof of having positive current net worth of Rs.25 L in the current financial year.	
6	Letter comprising bid (Appendix I)	

7	Undertaking as per Appendix-II	
8	Bidder profile (Appendix-III)	
9	Authorisation letter (Appendix-IV)	
10	Power of Attorney (Appendix V) if applicable	
11	RFP document signed by the bidder on all pages including addendum, if any	
12	Undertaking that the company should abide with General Terms and conditions of this office. A notarized affidavit on a stamp paper of appropriate value to the effect that they have not been blacklisted or their business dealings with the Govt Ministries / Departments have not been banned anywhere in India.	
13	The proof regarding experience of atleast 3 yrs in handling the management of operation and maintenance of Sports complex or play parks	

1.8.8 Any entity which has been barred by the GHMC, MCD, Central/ State Government, or any entity controlled by them, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application.

1.8 FINANCIAL BID:

UPSET PRICE

The upset price fixed by the authority considering the maintenance of the complex and the current viability of the courts due pandemic is set at 1,00,000/- per month.

1.9.1 The Bidder offering the highest revenue share to GHMC shall be considered the successful bidder in the financial bid after he clears the technical bid.

1.9.2 The revenue sharing shall be done on quarterly basis, end of every quarter payable to GHMC.

ZERO PERIOD FOR OPERATION AND MAINTENANCE OF 6th phase KPHB Indoor stadium

Zero Period: The "Zero Period" will be (6) months from the date of signing of the contract/ agreement.

CONFIDENTIALITY

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

1.10 OPENING OF FINANCIAL BID AND EVALUATION:

1.10.1 GHMC would intimate the date and venue of the opening of the financial Bid of only those bidders who pass through the stage of technical qualification, with a request to be present at the time of the opening.

1.10.2 The Financial Bids would be opened and read out aloud on the said date and venue in the presence of the representatives of the bidders who choose to be present.

1.10.3 The financial bid of those bidders who do not qualify the technical evaluation shall not be opened and no claim in this regard shall be entertained.

1.11 VALIDITY OF BID AND BID SECURITY:

1.11.1 Bids shall remain valid for a period of **Three (3) months** from the Bid Submission Due Date. GHMC reserves the right to reject any Bid, which does not meet this requirement.

- a) The bid security will be valid for (2) months behind the validity of proposal.
- b) Any bids not accompanied with an acceptable Bid security shall be rejected.
- c) The Bid security of the unsuccessful Bidders would be returned after the acceptance of successful bid and issuance of the letter of award to the successful bidder.
- d) The Bid security of the successful Bidder will be discharged when the successful Bidder has signed the agreement and furnished the Performance Security.

1.12 PRE-BID MEETING:

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

1.12.2 A pre-bid meeting shall be held on **17.03.2021 at 11.00 AM**, at the O/o Zonal Commissioner meeting Hall, Ground Floor, Municipal Office, Moosapet, Hyderabad. Bidders will be required to send their queries in writing or mail at least 2 days prior to the pre-bid meetings.

1.12.3 Minutes of the meeting, including the text of the questions raised and the responses given, would be sent to all prospective Bidders. Any modifications of the RFP document as per the minutes of meeting, which may become necessary as a result of the Pre-bid meeting, shall be part of the agreement.

1.12.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder. However, all clarifications and modifications presented in the Minutes of Meeting will be legally binding on all the Bidders irrespective of their attendance at the Pre-Bid Conference.

1.13 AMENDMENT TO RFP DOCUMENT:

- 1.13.1 At any time prior to the deadline for submission of Proposal, GHMC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP Document by the issuance of Addenda.
- 1.13.2 Any Addendum thus issued will be sent in writing to all responsive bidders in pre bid meeting (Preferably through e-mail) and will be uploaded on website.
- 1.13.3 GHMC may, at its discretion, extend the Proposal Submission Due Date.

1.14 CLARIFICATION FROM BIDDERS

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

1.15 LANGUAGE:

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

1.16 BID DOCUMENTATION

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

1.17 RIGHT OF ACCEPTANCE AND REJECTIONS OF GHMC

- 1.17.1 Notwithstanding anything contained in the RFP document, GHMC reserves the right to accept or reject all Proposal submissions, at any time without assigning any reason for cancellation.
- 1.17.2 The GHMC reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the highest financial offer or any specific bids. The decision of the GHMC in this regard shall be final and binding.
- 1.17.3 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidders bids liable for rejection.
- 1.17.4 The competent authority of the GHMC reserves the right to award any or part or full contract to any successful bidders at its discretion and this will be binding on the bidders.
- 1.17.5 The GHMC may terminate the Contract if it is found that the bidder / successful bidder / concessionaire is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

1.18 BID SUBMISSION DUE DATE

1.18.1 Proposal will be received before 18.03.2021 upto 3:00pm **in the office of the Executive Engineer, Moosapet circle-23, GHMC**. Any Proposal, which is received after the prescribed deadline shall be rejected, unopened

1.21 **OPENING OF OFFERS**

1.21.1 The offers as received shall be opened by the GHMC on the date and time of opening as detailed here in above.

1.21.2 The bid security will be opened first and will be checked for its requisite value and format.

1.21.3 If the documents do not contain Bid Security, or not of required value or not in acceptable form, the offers submitted will be rejected.

1.22 **CONFIDENTIALITY**

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

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

- a) Is received by the Bid Submission Due Date including any extension thereof.
- b) Is signed, sealed and marked as stipulated in clause
- c) Is accompanied by the Bid Security .
- d) Contains all the information as requested in the RFP document
- e) GHMC reserves the right to reject any Bid submission which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect of such Bid submissions.

1.24 **EVALUATION AND COMPARISON OF BIDS**

1.24.1 The committee appointed by the Authority will evaluate the Bids submitted by the Bidders under this RFP.

1.24.2 The committee reserves the right to call for a presentation on the features and functionalities from the Bidders based on the technical bids submitted to make an evaluation.

1.24.3 The decision of the committee in this regard shall be final and in this regard, no correspondence shall be entertained.

1.24.4 The committee will evaluate and compare the bid determined to be substantially responsive and as per the procedure detailed below.

1.24.5 The bids of only those bidders who have submitted the complete bids (Bid Security, technical bids & financial bids) will be considered for bid evaluation process.

1.24.6 The Technical Bids shall be evaluated based on the available documents submitted by the bidder in accordance with the Technical evaluation parameters.

The committee will prepare a list of technically qualified bidders and the names of shortlisted Bidders would be announced on GHMC's website / notice board. Only the financial Bids of those who are shortlisted in the technical bid shall be reckoned for evaluation.

1.25 CRITERIA FOR SELECTION OF SUCCESSFUL BIDDER

- 1.25.1 The successful bidder shall be worked out from among the technically qualified bidders and the technically qualified bidder who offers highest revenue share to GHMC over and above.

CONCESSION PERIOD FOR "OPERATION AND MAINTENANCE OF SPORTS COMPLEX, K.P.H.B PHASE VI, IN KUKATPALLY ZONE, GHMC"

Concession Period: The "Concession Period" will be (3) years from the date of signing of the concession agreement, which excludes zero period of 6 months.

The title of interest, ownership and rights with regard to the land allotted by the GHMC for the location of Sports Complex provided under the concession agreement shall vest with the GHMC except that these Sports Complex will be operated and maintained by the Concessionaire during the concession period as per the concession agreement. On completion of concession period the concessionaire shall vacate the site and handover to GHMC.

1.27 ISSUE OF LETTER OF AWARD AND ENTERING INTO CONCESSIONAIRE

AGREEMENT.

- 1.27.1 The successful Bidder will be issued Letter of Award" by GHMC and shall sign the concessionaire agreement within 15 days of letter of award.
- 1.27.2 If the Concession Agreement is not signed by the selected bidder within 15 days of issuance of the "Letter of Award", then GHMC reserves the right to withdraw the offer, and proceed ahead in any manner it deems fit. In such an eventuality, the Bid Security of successful bidder would be forfeited.
- 1.27.3 The successful bidder would have to furnish Performance Security as specified herein, before signing of the Concession Agreement. Till such time, the Bid Security of the successful Bidder would remain effective and in possession of GHMC.

1.28 EXTENSION OF VALIDITY OF BID

- 1.28.1 In exceptional circumstances, prior to expiry of the original Bid Validity Period, GHMC if necessary may request the Bidders in writing to extend the Bid Validity Period for a specified additional period.

1.29 PERFORMANCE SECURITY:

The Concessionaire shall for due and punctual performance of obligations hereunder in relation to the "**Operation and maintenance of Sports Complex, K.P.H.B Phase VI, Kukatpally Zone, GHMC**" deliver to GHMC, a Performance Security of **Rs. 1.00 lakhs (Rupees One Lakhs only)** in the form of Bank Guarantee / Demand Draft from a Nationalized bank/ Scheduled Commercial Bank in favour of **Commissioner GHMC** payable at Hyderabad. The validity of Performance Security must be upto the end of concession period. This performance security DD/BG shall be returned upon successful completion of the Project on expiry of the concession period after adjustment of any dues if any. The Authority (GHMC) shall not be liable to pay any interest on the performance security so made and the same shall be interest free.

II. INSTRUCTIONS TO BIDDERS:

2.0. GENERAL:

2.1. GENERAL TERMS OF BIDDING:

2.1.1. The tender shall be typed and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. All pages of the tender document containing the entries and all corrections or amendments made there in shall be signed by the person or persons signing the tender.

2.1.2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft concession agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the concession agreement.

2.1.3. The bidder should submit a power of attorney as per the format at Appendix-V, authorizing the signatory of the Bid to commit the Bidder.

2.1.4. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.5. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.6. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-

estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

a. The Bidder, and any other Bidder, have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be

taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

b. Such Bidder, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder; or

c. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

d. Such Bidder, has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

e. Such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.1.7. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for

matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Application Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 1 (one) years from the date of commercial operation of the Project.

2.1.8. Other Bid conditions:

a. The tender shall be typed and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. All pages of the tender document containing the entries and all corrections or amendments made there in shall be signed by the person or persons signing the tender.

b. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.9. The Bidder should submit a Power of Attorney as per the format at Appendix VI authorizing the signatory of the Bid to commit the Bidder.

2.1.10. The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.11. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents

a. The Bidder represents and acknowledges to the Authority that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations in the performance of the provisions of this RFP. The Bidder represents all goods/equipment to be supplied in response to this RFP shall meet the standards and specifications as defined in RFP; and

b. If any services, functions or responsibilities not specifically described in this RFP are inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder.

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

- a. made a complete and careful examination of the bidding documents;
- b. received all relevant information requested from the authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of the authority relating to any of the matters referred to in clause above;
- d. satisfied itself about all matters, things and information including matters referred to in clause hereinabove necessary and required for submitting an informed bid, execution of the project in accordance with the bidding documents and performance of all of its obligations thereunder;
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters referred to in clause hereinabove shall not

be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the authority, or a ground for termination of the concession agreement by the concessionaire;

f. acknowledged that it does not have a conflict of interest; and

g. Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

2.2. VERIFICATION AND DISQUALIFICATION

2.2.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

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

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
- (c) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then the Authority reserves the right to:
 1. Invite the remaining Bidders to submit their Bids in accordance with relevant clauses of RFP document.
 2. Take any such measure(s) as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.2.3. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Concessionaire, as the

case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.

2.2.4. Incomplete tenders or tenders not fulfilling any of the conditions specified in the RFP document are liable to be rejected without assigning any reason.

2.3. APPENDICES AND ANNEXURES:

2.3.1. Appendices

- I. Letter comprising the Bid
- II. Under taking
- III. Bidder's Profile
- V. Format for Financial Bid
- VI. Authorisation Letter Format
- VII. Power of Attorney for signing of Bids

2.3.2. Annexures

- A. Operations & Maintenance Contract for Sports Complex.

3.0 AMENDMENT OF RFP:

- 3.1.1** At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 3.1.2** Any Addendum issued hereunder will be in writing and shall be uploaded on the website along with the RFP document.
- 3.1.3** In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

3.1.4 All the pages of Bid including brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. Bids with erasing / overwriting / cutting which are without authentication will be liable for rejection.

3.2 MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF BIDS

3.2.1 No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

3.3 REJECTION OF BIDS

- 3.3.1** Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.3.2** The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

3.5 FRAUD AND CORRUPT PRACTICES

- 3.5.1** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement, or otherwise.
- 3.5.2** Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 3.5.3** For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “Corrupt Practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before

or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under this RFP, 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 or the Concession

- a) Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- b) “Fraudulent Practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

3.6 Concession Agreement period : The agreement period is 3 (three) year from date of agreement. The site already developed for sports Complex will be handed over to the successful bidder (the Bidder) within one week of issue of LOA. The Utilization of the facilities in derogation/ violation of the terms and conditions of RFP shall result in immediate cancellation of the contract and Authority shall be well within its rights to take back possession of site.

3.7 The payment payable to Authority is exclusive of all Government taxes and duties and all other Government Levies, Labour Cess and GST, if applicable. Unless otherwise specified, the Bidder shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

3.8 The Bidder shall deploy minimum number of employees and machinery as proposed at the time of his/her bid submission and shall ensure compulsory attendance/presence of such personnel and machinery.

3.9 The Bidder shall pay monthly salaries/wages to the staff/personnel regularly following standard practices and as per rules and regulations of the Labour Department, Govt. of Telangana issued from time to time in case of workers.

3.10 All mandatory fees payable to the line departments like TRANSCO, HMWSSB, etc (including GHMC) and other relevant taxes imposed by the Govt. from time to time during tenure of agreement shall be paid by the Bidder and will not be compensated by Authority in any manner. But, Authority will exempt the Bidder for payment of property tax.

3.11 The Authority is not responsible for any untoward incidence and shall not pay compensation in any manner. Any issue arose during the tenure of contract agreement w.r.t operation & usage of the premises by any persons it is the responsibility of the Bidder to settle the issue and Authority will neither be responsible for it nor should it be involved in it.

3.12 Force Majeure

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 hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts, Court orders either directly or indirectly effecting the work or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- a) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- b) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- c) No Breach of Contract The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable **precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions**
- d) **Measures to be taken.** i. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure
- e) Payments During the period of their inability to perform the stadium as a result of an event of Force Majeure, the Authority shall be entitled for taking the payment reasonably for such period after re-opening the stadium.
- f) Consultation Not later than thirty (30) days after the Bidder, as the result of an event of Force Majeure, have become unable to perform a material portion of the work, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
- g) Suspension The Authority may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fail to perform any of their obligations under this Contract, including the carrying out of the Work, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.
- h) 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.

3.13 Termination a) By the Authority may, by not less than thirty (30) days’ written notice of termination to the Bidder (except in the event listed in paragraph (vi & vii) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified below:

a) By the Authority:

i). The GHMC may terminate the agreement if the Bidder causes a fundamental breach of the Contract. Fundamental breaches of Contract include, but shall not be limited to the following. ▪ Non-maintenance of cycles and rock climbing activities for a continuous period of 1 week ; ▪ Running of facilities for the purpose other than the purpose mentioned in agreement; ▪ Non-payment of premium and other dues such as penalties payable to the Authority within the specified period as per the Terms of condition of the Agreement for 60 days.

ii) If the Bidder fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice issued by the Authority ,

within thirty (30) days of receipt of such notice or within such further period as the Authority may have subsequently approved in writing;

iii). if the Bidder become (or, if the Bidder consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

iv). if the Bidder fail to comply with any final decision reached as a result of arbitration proceedings, if so;

v). if the Bidder submit to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Bidder know to be false;

vi). if, as the result of Force Majeure, the Bidder are unable to perform a material portion of the Work for a period of not less than sixty (60) days; vii). if the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; viii). if the Bidder, in the judgment of the Authority, has engaged in corrupt or fraudulent practices in competing for or in executing the

Contract. For the purpose of this clause: ▪ "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution. ▪

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower and includes collusive practice among Bidder (prior to or after submission of proposals) designed to establish prices at artificial, non competitive levels and to deprive the borrower of the benefits of free and open competition.

b) By the Bidder The Bidder, may by not less than thirty (30) days written notice to the Authority, such notice to be given after the occurrence of any of the events specified below.

b) By the Bidder:

i). if the Authority fails to comply with any final decision reached as a result of arbitration hereof.

c) Payment upon Termination Upon termination of this Contract , the Bidder shall make the following payments to the Authority:

i. Annual payment to further period performed prior to the effective date of termination.

ii. Amount due to the service dept. Such as TRANSCO, HMWS&SB, etc for the period prior to the effective date of termination.

d) Disputes about Events of Termination If either Party disputes any termination event occurred, such Party may, within forty- five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration as specified in this document , and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting from arbitral award.

1.14DISPUTE RESOLUTION MECHANISM:

a) **Amicable settlement:** the parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

b) **Dispute Settlement:** Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by

one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the contract.

i). Whether before its commencement or during the progress of contract or after completion or after the termination, abandonment or breach of the contract, the dispute shall, in the first instance, be referred for settlement to the dispute resolution committee appointed by the respective Zonal Commissioner which shall convey its decision within Ninety days from the date of referring to the chairman of that committee.

ii). If the decision of the committee has conveyed the decision to the Bidder and no claim for arbitration has been filed by the Bidder within a period of one month from the receipt of the decision, the said decision shall be final and binding upon the both parties and will not be a subject matter of arbitration at all.

c) **Arbitration:** All disputes or differences which are not settled and conclusive are referred to the Arbitration. The arbitration shall be conducted in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification thereof.

3.15 Fore closer: a). The Authority may, by not less than thirty (30) days written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the Bidder, without assigning any reason whatsoever at any stage of the contract, terminate the contract.

b). Up on termination of this contract, the Bidder shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover the mini sports complex and relieve from all contractual obligations along with no dues certificates from other Service providers and from the Authority.

c). The Bidder shall pay the payment for the period till the date of termination.

3.16 After completion of agreement period Bidder has to handover the cycling track in good condition for further usage by the general public along with "No Dues Certificate" from other line departments.

3.17 Miscellaneous

3.17.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and including but not limited to laws of Government of Telangana and the Greater Hyderabad Municipal Corporation Rules and Regulations (if any) in force and as amended from time to time and Jurisdiction in all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

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

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

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

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

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

3.17.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

3.18 MISCELLANEOUS

- 3.18.1** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and including but not limited to laws of Government of Telangana and the Greater Hyderabad Municipal Corporation Rules and Regulations (if any) in force and as amended from time to time; and the Courts in Hyderabad shall have exclusive jurisdiction in all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 3.18.2** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a)** Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b)** Consult with any Bidder in order to receive clarification or further information;
 - c)** Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d)** Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 3.18.3** It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

ANNEXURE – A

Operations & Maintenance Contract

APPENDIX-I

Letter comprising the Bid

Dated: _____

To,

.....
.....
.....

**Sub: OPERATIONS & MAINTANENCE OF SPORTS COMPLEX,
KPHB PHASE VI, KUKATPALLY ZONE, GHMC**

Dear Sir,

- 1) With reference to your RFP document dated _____, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
- 2) I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 3) This statement is made for the express purpose of our selection as Concessionaire for the Supply & Maintenance of the aforesaid Project.
- 4) I / We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5) I / We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- 6) I / We certify that in the last three years, we neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 7) I / We declare that:
 - a. I/ We have examined and have no reservations to the Bidding documents, including any Addendum issued by the Authority; and
 - b. I/ We do not have any “conflict of interest” as mentioned in the RFP document; and
 - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d. I/ We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

- e. the undertakings given by us for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
- 8) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
 - 9) I / We believe that I / We satisfy(s) the Eligibility criteria and meet(s) the requirements as specified in the RFP document.
 - 10)I / We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 - 11)I / We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 - 12)I / We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
 - 13)I/ We acknowledge and agree that in the event of a change in control of our Firm whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Firm or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
 - 14)I / We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 2013, or a registered firm.
 - 15)I / We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
 - 16)In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement .
 - 17)I / We have studied all the Bidding Documents carefully and also surveyed the [Project and the potential for revenue generation in the areas as specified in the RFP document]. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
 - 18)I/We offer a Bid Security of Rs. _____ (Rupees _____ only) to the Authority in accordance with the RFP Document.
 - 19)The Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.

- 20) The documents accompanying the Technical Bid, & financial bid as specified in the RFP are enclosed along with this letter and submitted in the manner as stipulated in the RFP document.
- 21) I / We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
- 22) I / We agree and undertake to abide by all the terms and conditions of the RFP document.
- 23) I / We shall keep this offer valid for 90 (ninety) days from the Bid Due Date specified in the RFP.
- 24) I / We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents.
- In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the Authorized signatory)
Name and seal of Bidder/Lead Member

Date:

Place:

APPENDIX-II

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.

2. I/We give the rights to the competent authority of the GHMC to forfeit the Earnest Money/Security money deposit by me/us and initiate proceedings to blacklist me/us in case of breach of conditions of Contract.

3. I hereby undertake to provide the manpower for housekeeping services as per the directions given in the RFP document/contract agreement.

4. I / We acknowledge and undertake that our Firm if pre-qualified and short-listed on the basis of our Technical Capacity and Financial Capacity shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder

**APPENDIX-III
BIDDER'S PROFILE**

General:

1. Name of the Company.....
2. Name of the authorised person submitting the Bid (Shri/Smt.).....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate contact person from company.....
.....
5. Address of the Company.....
.....
.....
6. Tel no. with STD code (O).....(Fax)..... (R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
 - i) Private Limited
 - ii) Public Limited
 - iii) Any other – Please specify.....
12. Name of Director(s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Bidder's bank, its address and current account number
.....
.....

16. PAN Number
(Please attach copies of PAN Card)
17. GST Number
(Please attach copies of GST Registration Number)
18. Labour Registration.....
19. EPF Registration Number.....
20. ESIC Registration Number.....
21. Particulars of Bid Security:
- i) Demand Draft / Bank Guarantee No.....
 - ii) Date.....
 - iii) Name of Bank.....
 - iv) Address of Bank.....
 - v) Validity of BG/DD.....

Experience Details

Description of Work / Order Executed	Actual Value of work /order Executed	Name of Government Department / Private Organization

APPENDIX-IV
Format for Financial Bid

Sub: RFP for “ **OPERATIO & MAINTANENCE OF SPORTS COMPLEX,
KPHB PHASE VI, KUKATPALLY ZONE, GHMC**”

I/We agree to pay GHMC, a revenue share amount of Rs. _____
(in both words and figures) per year payable by me to GHMC.

The revenue share amount payable to GHMC on quarterly basis in advance in
accordance with the provisional of the request for proposal(RFP).

Authorised Signatory

(With stamp of concessionaire)

APPENDIX-V
Authorization letter format

(To be presented by the authorized person at the time of technical / financial Bid Opening on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

Ref No:

Date:

To
The Commissioner,
Greater Hyderabad Municipal Corporation,
Hyderabad – 500029.

Dear Sir,

Sub: “ **OPERATIOIS & MAINTANENCE OF SPORTS COMPLEX, KPHB PHASE VI, KUKATPALLY ZONE, GHMC**”

Ref: Your RFP-- / ____ Dated --/--/2018

This has reference to your above RFP.

Mr. /Miss. /Mrs. _____ is hereby authorized to attend the Bid opening of the above RFP dated _____ on behalf of our organization.

Yours sincerely,

(Authorized Signatory)

Appendix-VI

Power of Attorney for signing of Bid's

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name) _____, son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the _____ Project proposed or being developed by Greater Hyderabad Municipal Corporation (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

_____ DAY OF _____,

20____ For _____

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

Notarised (Signature, name, designation and address of the Attorney)

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 when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.