



**The Sports Authority of Goa**

**Request for Proposal (RFP)**

**for**

**“Licence to Operate a Café /  
Restaurant / Food Court at the Multi-  
purpose Indoor Stadium at Campal,  
Panaji-Goa”**

**Tender No. SAG/COMP/TD-02/2020-21**

**Date of Issue: 06/10/2021**

**Last Date of Submission of Bids: 29/10/2021**

**Executive Director,  
Sports Authority of Goa**

**Present Address: 1<sup>st</sup> Floor, Athletic Stadium, Bambolim  
Bambolim, Goa – 403202  
Email: ed.tsag-goa@gov.in**

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## **SECTION I- NOTICE INVITING TENDER (NIT)**

### **TENDER NOTICE** (E-Tendering Mode only)

The Sports Authority of Goa Requests for Proposal (RFP) for “**Licence to Operate a Cafe / Restaurant / Food Court at the Multi-purpose Indoor Stadium at Campal, Panaji-Goa**”.

1. Last date and time for receipt of Tender duly completed in all respect is 29/10/2021, 3:00 pm.
2. For detailed tender notice and participation please visit the Tenders Goa website <https://eprocure.goa.gov.in/>.
3. For details please contact the Sports Authority of Goa, Bambolim - Goa.

**The Sports Authority of Goa reserves the right to accept or reject any or all the tenders in part or full without assigning any reasons.**

**Sd/-**

**(V. M. Prabhu Desai)**  
**Executive Director**

## SECTION II- BACKGROUND

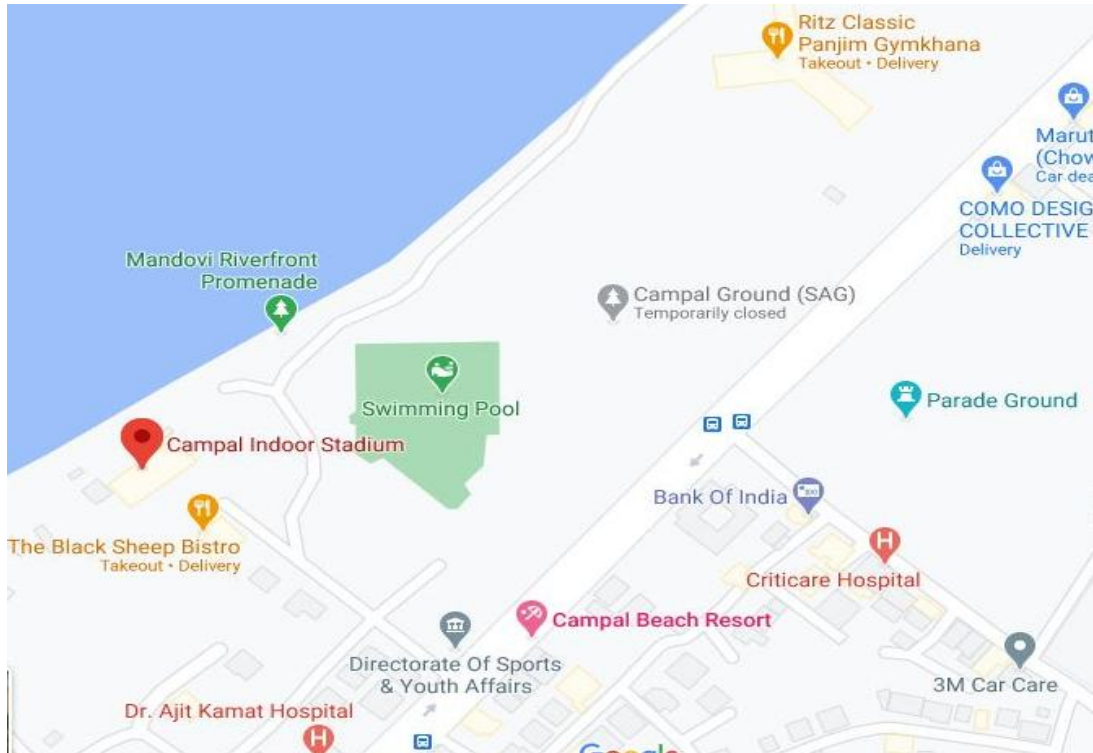
- i. The Sports Authority of Goa (SAG), a successor organisation of the Goa State Council of Sports, was set up as a Society registered under the Societies Act, 1860 with the objective of promotion of Sports and Games. SAG is also entrusted with the responsibility of maintaining and utilising the sports infrastructure, on behalf of the Department of Sports & Youth Affairs, Government of Goa.
- ii. The SAG has recently reconstructed the Multi-purpose Indoor Stadium at Campal, Panaji-Goa and upon completion, the SAG has decided to grant a Licence to Operate a Cafe / Restaurant / Food Court at the same, on AS-IS basis and has issued this RFP to seek offers from interested Bidders. The period of License shall be initially 5 years, extendable for a further period of 2 years.
- iii. Interested Bidders may procure the RFP / tender document through the website <https://eprocure.goa.gov.in/>.
- iv. The filled in proposals as per the formats in the RFP / tender document should be submitted to the Office of the Sports Authority of Goa at the following address by the Bid Due Date & time, in an A3 size envelope superscripted **“Licence to Operate a Cafe / Restaurant / Food Court at the Multi-purpose Indoor Stadium at Campal, Panaji-Goa”**.

The Executive Director,  
Sports Authority of Goa,  
1st Floor, Athletic Stadium,  
Bambolim, Goa – 403 202  
Email: [ed.tsag-goa@gov.in](mailto:ed.tsag-goa@gov.in)

- v. Any correspondence in context to this RFP shall be made to the abovementioned address only and shall hold a subject as **“Operation**

***of a Cafe / Restaurant / Food Court at the Multi-purpose Indoor Stadium at Campal, Panaji-Goa”.***

- vi. The bidders participating first time through the <https://eprocure.goa.gov.in> will have to complete the Online Registration Process for the Tender Goa portal.
- vii. All Bidders interested in participating in the online e-Tendering process are required to register and obtain Digital Signature Certificate (DSC). The Proposal should be prepared and submitted online using the digital signature certificate.
- viii. The Authority will review the technical bids to determine whether the bids are substantially responsive. Bids that are not substantially responsive will be disqualified. The Authority may seek inputs from their professional, external experts in the Technical and Financial evaluation process.
- ix. The technically qualified bidder that offers the highest Monthly License Fee will be selected and awarded the License to Operate.
- x. The SAG reserves the right to withdraw the process or any part thereof, to accept or reject any/ all offer(s) at any stage of the process and/ or to modify the process or any part thereof or to vary any terms, without assigning any reasons whatsoever. No financial obligations will accrue to SAG in such an event.
- xi. Site Location: The Multi-purpose Indoor Stadium at Campal, Panaji-Goais located at a strategic location in Panaji and is well-connected by roads and public transport.



xii. The space to be licensed in accordance with this Tender is as follows:

Indoor space –	124.41 sq. mts.
Indoor Kitchen space -	17.28 sq. mts.
Entrance porch area -	60.28 sq. mts.
Outdoor area -	236.62 sq. mts.
Lobby area -	94.02 sq. mts.
Washroom -	25.02 sq. mts.
Store room -	19.03 sq. mts.

The demarcation of the above earmarked spaces is enclosed at **Appendix V**.

xiii. Prospective bidders are encouraged to pay a visit at the proposed site for a better understanding.

xiv. **Eligibility Criteria** - The agencies intending to bid shall fulfil the following qualification criteria:

- a) The Bidder should be a legal entity registered in India and shall have a valid Income tax PAN and GST registration.

- b) The Bidder shall have a minimum average annual turnover of ₹25lakhsin the last 3 financial years (i.e. 2019-20, 2018-19 and 2017-18) from its business operations in India.
- c) The Bidder shall have a minimum of 3years' experience in management of a restaurant/ kitchen/ catering operations.

## SECTION III- BID SCHEDULE

The timelines of this RFP are listed below in the Data Sheet. The Authority retains the right to vary or discontinue the process or any part thereof at its absolute discretion.

### i. Data Sheet

SR. NO	INFORMATION	DETAILS
1	Non- Refundable Tender Document Fee& Tender Processing Fee	Cost of Tender Document: ₹5,000/- Tender Processing Fee: ₹1,500/-
2	Publishing of RFP through e-tender	06/10/2021
3	Earnest Money Deposit (EMD)	₹25,000/-
4	Last date for submission of written queries for clarifications	15/10/2021, through email only on <a href="mailto:ed.tsag-goa@gov.in">ed.tsag-goa@gov.in</a>
5	Release of response to clarifications (by email only)	22/10/2021
6	Last date (deadline) for receipt of proposals in response to RFP Notice	29/10/2021 by 3:00 pm only through <a href="https://eprocure.goa.gov.in/">https://eprocure.goa.gov.in/</a>
7	Place, Time and Date of Opening of Technical proposals received in response to the RFP notice	01/11/2021 at 3:00 pm Conference Hall, Sports Authority of Goa
8	Place, Time and Date of opening of Financial proposals received in response to the RFP notice	Shall be intimated to all the technically qualified bidders at a later date
9	Contact Person for queries	Assistant Director (Complexes –



		North) – 9422 389 814
10	Addressee and Address at which proposal in response to RFP notice is to be submitted	The Executive Director, 1 <sup>st</sup> Floor, Sports Authority of Goa Athletic Stadium, Bambolim Bambolim Goa 403 202

## ii. Response to Bidder's Queries

- a) All enquiries from the bidders relating to this RFP must be submitted via email. The queries should necessarily be submitted in the following format:

<<Name & Address>>			
<b>BIDDER'S REQUEST FOR CLARIFICATION</b>			
Name of Organization submitting request		Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of contact
			Tel:
			Fax:
			Email:
<b>Sr. No.</b>	<b>Bidding Document Reference(s) (section number/page)</b>	<b>Content of RFP requiring clarification</b>	<b>Points of Clarification required.</b>

## SECTION IV- DOCUMENTS TO BE SUBMITTED

- i. The “Technical Bid” should be submitted through “**online mode only**” and should have the following:
  - a) Tender Document Fee.
  - b) Tender Processing Fee.
  - c) Earnest Money Deposit (EMD).
  - d) Certificate of Incorporation.
  - e) GST Registration and the Application Reference Number (ARN) generated on GST common portal after filing the latest return.
  - f) Valid Income Tax PAN.
  - g) Proof of ₹ 25 lakh or more turnover in the last 3 years’.
  - h) Proof of 3 years’ experience in restaurant/ kitchen management operations.
- ii. The Financial Bid should be submitted through online mode only.
- iii. The Financial Bid shall be opened only of the bidders qualifying the Technical Bid evaluation.
- iv. The proposals shall be valid for a period of 120 days from the date of opening of the Financial proposals.

### Mode of Payment:

The payments towards above stated amounts for E.M.D., Tender Document Fee & Tender Processing Fee should be strictly paid via the online payment mode using:

1. NEFT
2. RTGS
3. Net Banking

## **SECTION V- PERFORMANCE SECURITY**

- i. To ensure due performance of the Contract, Performance Security is to be submitted by the Selected Bidder.
- ii. Bidder, to which Letter of Award is issued, shall have to furnish a “Performance Security” which shall be an amount equivalent to 50% of the annual contracted License fee. The performance security has to be submitted within 15 days of receipt of the Letter of Award.
- iii. The Performance Security should be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Scheduled Bank or Bank Guarantee from a Scheduled Bank having branch in Panaji-Goa (format enclosed at Schedule- 2).
- iv. The Performance Security shall be valid for 62 months’ period, which may be extended based on the extended License to Operate duration, if any.
- v. The Successful Bidder is required to submit the Performance Security within the stipulated time, failing which the Earnest Money Deposit shall be forfeited.
- vi. Failure to comply with the requirements of the Terms of the RFP / Agreement, as per the judgment of the Authority, shall constitute sufficient grounds for the forfeiture of the Performance Security and Termination of the Agreement.
- vii. The “Performance Security” shall be released after completion of the Term of License and provided further that there is no breach of the contract on the part of the bidder. In case of any damage to the premises, the Licensee shall repair the same at its own cost within 10 days of handing over of the premises, failing which the Performance Security shall be encashed and utilised for carrying out the said repairs / rectification at the cost of the Licensee.
- viii. No interest or cost will be paid on the Performance Security.

## SECTION VI- TERMS OF PAYMENT

- i. The monthly license fee is to be paid to the SAG for granting the License to Operate will be effective immediately upon signing of the contract.
- ii. The monthly license fee is to be paid as advance before the 5<sup>th</sup> of every month.
- iii. The license fee shall be exclusive of GST and GST if applicable shall be paid extra over and above the quoted license fee. Statutory deduction, if any, are to be effected.
- iv. The Authority reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies, etc.
- v. If the payment of license fee is delayed beyond 5<sup>th</sup> of every month, penalty @2% of the monthly license fee shall be levied on every extra day of delay.
- vi. The contracted license fee shall be increased/ enhanced by 10% on compounding basis after completion of every twelve months of the license period

## **SECTION VII- TERMS OF REFERENCE**

- i. The agency shall operate the licensed space for the awarded term period, for carrying out any activity in accordance with the laws in-force.
- ii. The agency shall maintain the licensed space, including the designated washroom, general housekeeping and building maintenance throughout the period of the contract, at its own cost.
- iii. The agency shall also maintain the garden area adjacent to the licensed space, including but not limited to pruning of trees.
- iv. The agency shall appoint a Manager who shall be the point of contact for all matters and shall liaise between the Authority and the agency.
- v. The agency is at liberty to carry out modifications/ changes/ up-gradation/ renovation at the allocated space at its own cost and risk, only with the prior written approval of the Authority.
- vi. The Authority shall decide on such a proposal not later than 15 days of its receipt.
- vii. Permissions for renovation/ up-gradation shall ordinarily be accorded, provided it does not affect the overall objective of the Stadium. In any case, if the Authority decides not to accord permission for carrying out modifications/ changes/ up-gradation/ renovation at the Stadium, the reasons for doing so may be conveyed.
- viii. The agency shall install a separate water and electrical connection for the licensed space at its own cost. This Authority shall render all possible assistance in installation and commissioning of the same, on best efforts basis. However, until such time the connections are allotted, the Licensee will be permitted to utilise the connections from the common meters at the Stadium, which will be charged at pro-rata basis. All efforts

shall however be made by the Licensee to obtain these permissions within a period of 6 months, including the Conditions Precedent Period.

- ix. The agency shall ensure proper functioning of all systems and fixture sat the licensed space such as; electrical, electronics, sanitary and water supply at its own cost.
- x. Regular maintenance of the Civil works, Electrical work, Plumbing, Mechanical, Fire Fighting, Gardens and Landscapes, building painting and any other related expenditure (including cost of materials/ parts) need to be carried out by the Agency at its own cost.
- xi. The Agency shall deploy the necessary Security Personnel and CCTV for the security and control of the crowd visiting the licensed space.
- xii. The agency shall dispose-off any waste generated at the licensed space in a scientific manner and as per the requirement of the local bodies, including making a provision for laying of an oil trap.
- xiii. The agency shall install a gas bank and a kitchen exhaust as may be required for operation of the licensed space, in consultation with the Authority, at its own cost and after seeking necessary permissions from the concerned authorities. The position of the air vent for the kitchen exhaust shall be with the approval of the Authority.
- xiv. The permissions granted for carrying out modifications/ changes/ upgradation/ renovation shall be carried out by the Agency in conformity with the approval granted. Upon completion of the work, the Agency shall furnish “As-Built Drawings” with 30 days of completion.
- xv. The Agency shall ensure that no structural damage is caused to the building or any other permanent structures as a result of its activities.

- xvi. The Agency shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from the works carried out or its operation.
- xvii. The Agency shall comply with all the provisions of the FDA and FSSAI norms, EPF Act 1952, the ESI Act 1948, Minimum Wages Act 1948, Labour Laws and regulations in-force.

## SECTION VIII- TERMS AND CONDITIONS

- i. **Period of License:** The Agency shall be granted the License to operate the licensed space for a period of 5 years, extendable for a further period of 2 years from the Notification of the Award. Possession of the space licensed shall be resumed in favour of the Authority at the end of the License Period. The Agency shall ensure that the Licensed space is in good condition at the time of the handover to the Authority.
- ii. **Period of Suspension:** In case the Authority desires to host an Event at the Stadium for which the use of the allocated Licensed space shall become essential, the Agency shall handover the same to the Authority and provide all necessary cooperation. This period shall however be limited to a maximum of 15 days in a year “Reserved Period”. During this period, the rights under the Contract Agreement shall stand suspended and the Authority shall take charge over the administration and marketing of the Stadium, including the licensed space. The Agency shall not be liable to pay the License fee for the period of suspension. The rights to affix and display signages including earning commercial gains shall vest with the Authority, during this period.
- iii. **Exit Clause:** The agency will not be allowed to exit from the Contract before the first 1 year of the Contract. In case the Agency desires to exit from the Contract, the Agency should give at least 60 days’ notice to the Authority after completion of 12 months’ of the Contract. During the Notice Period, the Agency is liable to pay the Monthly License Fee even if the licensed space is not operated by the Agency. In case the proposal to exit is accepted by the Authority, then the Agency will be allowed to exit from the contract and the licensed space shall be handed over in the good condition, as was handed over to the agency at the time of the contract.



iv. **Conditions Precedent Period:**

- a. The agency shall be exempted from payment of the License Fee for a period of three months from the Notification of Award or until the commencement of business operations at the license space, whichever may be earlier, in order to carry out installations, set-up and take complete charge of the licensed space, including obtaining all the applicable permits/ licenses for operating the concerned business.
- b. During this period, the agency is explicitly prohibited from undertaking any commercial activities at the licensed space.
- c. The agency shall undertake videography of the entire licensed space as accompanied by an official deputed by the Authority while taking over the licensed space. A complete inventory of all items present at the licensed space shall be prepared and annexed as a part of the Agreement.

v. **Terminations**

The Authority may terminate this Contract in case of the occurrence of any of the events specified below this clause:

- a. If the agency, in the judgment of the Authority, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- b. If the agency fails to pay the necessary License fee as per the stipulated period.
- c. If there is non-performance during the term of the License as required under the Terms of Reference.

- d. Notwithstanding anything herein, the Authority reserves the right to terminate this Contract by written notice to the Agency on any other reasonable grounds with a notice period of 60 days.
- vi. Upon the conclusion of the Licensed period, the Agency shall be given a maximum of 15 days as grace period for handing over of the licensed space back to the Authority. No business should however be operated during this period.
- vii. If the Agency fails to vacate the licensed space upon the expiry of the contract and the grace period of 15 days, a charge of the existing license fee at that point in time plus 20% penal interest, shall be made applicable for every succeeding day. The Authority may also initiate proceedings for evicting the agency at the cost and liability of the agency.
- viii. The agency shall be permitted to display up to two Advertisement Boards of size not greater than 8 ft. x 4 ft. for indicating the functioning of the licensed space, at such locations as may be mutually decided with the Authority. Additional way finders and directional signage as may be required would also be permitted.
- ix. Notwithstanding the above, the agency shall not be permitted to display any advertisement/ hoarding for commercial gain.
- x. The agency shall obtain all necessary permissions for usage of public addressal system and playing of recorded/ live music, from the concerned authorities/ legitimate registered societies.
- xi. The agency shall be permitted 'right of way' access from the Stadium Complex as is demarcated on the plan, for the entry of guests and staff to the licensed space. The 'right of way' access shall be maintained by the agency at its own cost in coordination and consultation with the Authority.
- xii. The existing parking space at the Stadium shall be available for the guests

and members of the licensee who may visit the licensed space. The Authority however reserves the right to levy a reasonable parking fee as may be deemed appropriate.

- xiii. The agency shall not be permitted to station vehicles; be it a goods carrier, a commercial or domestic, at the parking space overnight.
- xiv. The agency shall be strictly forbidden from storage of goods and material beyond the licensed space.
- xv. The agency shall not utilise the licensed space for accommodating/ lodging its employees or workers.
- xvi. The agency shall not sub-let, mortgage, assign or otherwise transfer or part with possession of the said premises or any part thereof or create any interest/ right in respect thereof in favour of any other person.
- xvii. The Agency shall bear the all costs, charges and expenses on account of signing of the agreement or any other incidental charges.
- xviii. The Agency may, with prior approval of the Authority, for convenient enjoyment of the said premises, affix, install or put up such temporary partition and/ or structures and/ or fixtures and/ or fittings within the said premises as may be necessary without affecting the main structure of the building and permanent fixtures of the property or causing any damage thereto, provided, however, a list of the same shall be prepared, signed and delivered by the Agency to the Authority. Unless otherwise agreed upon in writing, the Agency shall be at liberty to remove the fixtures, electrical fittings, partitions and structures, as may be installed/ fixed by it, at the time of delivering the vacant possession of the said premises to the Authority. Provided that, upon removal of such fixtures and fittings, the Agency shall repair the surface of the walls affected due to punching of holes, screws etc. and restore the same to the condition to which the same were as on the date of signing of this agreement.

- xix. The Authority shall not be responsible for third party claim in respect of any commercial and/ or other dealings of the Agency in the said premises and that the Agency hereby indemnifies the Authority in that respect.
- xx. The Authority shall not be responsible in any manner whatsoever for any loss or damage caused to the goods, articles, furniture or any other items stored in the said premises by the Agency, without any fault on the part of the Authority.
- xxi. The agency shall not store in the said premises or cause to be stored or kept any goods things which are inflammable or injurious to the health or safety of the human beings.
- xxii. The licensed space or facilities that may be constructed or installed therein in the form of a temporary structure by the licensee, shall not be mortgaged or be put under any lien nor an encumbrance shall be created in favour of any person including the lender/ financial institution/ bank etc.
- xxiii. The licensee shall not claim any interest at the Stadium as a tenant/ sub-tenant or otherwise.
- xxiv. Any default not recoverable from the Performance Security submitted by the licensee, shall be recovered as arrears of Land revenue under the provisions of Goa Land Revenue Code 1968.
- xxv. All the information/ details to be supported by authentic documents duly certified by the authorized signatory;
- xxvi. The Authority reserves the right to reject any or all Bids in its absolute discretion, without assigning any reason thereof, and further reserves the right to add/ delete/ modify any one or more of the terms and conditions or terms of reference contained herein or the Agreement proposed to be entered in to by the Authority with the bidder;

- xxvii. The Authority reserves the right to re-call or cancel the process of appointment of bidder under this advertisement/ RFP at any time and to invite fresh bids in respect of the mandate herein proposed;
- xxviii. The Authority reserves the right to extend the time for submission of bids at its sole discretion at any time prior to the Due Date;
- xxix. The contract may be terminated only upon written valid Notice.
- xxx. The bidder shall not have a conflict of interest that may affect the selection process. If the bidder is found to have a conflict of interest, he shall be disqualified and the EMD shall be forfeited as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter-alia, the time, cost and effort of the Authority including consideration of the bidder's proposal. The Authority may also consider blacklisting the Agency from participating in any other tenders.
- xxxi. The parties recognize and agree that nothing in this Agreement will be construed as, granting any property rights, by license or otherwise, to any Confidential Information of the Authority, or to any invention or any patent, copyright, trademark or other intellectual property right that has issued or that may issue based on such Confidential Information. Other than as expressly permitted by a separate written agreement between the parties, neither party will make, have made, use, distribute or disseminate for any purpose any product or other item using, incorporating or derived from any Confidential Information of the Authority.
- xxxii. The Authority shall stand indemnified for any loss or damage suffered for violation of these provisions or for any acts of omission or commission or for non-observance of any statutory requirements or legitimate dues of any nature.

**Letter of Proposal**  
(On Applicant's letter head)

(Date and Reference)

To,

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

**Subject: Requests for Proposal (RFP) for “Licence to Operate a Commercial Space at the Multi-purpose Indoor Stadium at Campal, Panaji-Goa”**

Sir,

With reference to your RFP Document dated ....., I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for the Selection against the same. The proposal is unconditional and unqualified.

2. We certify that all information provided in the Proposal is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. 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 authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:

- (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - (b) I/We do not have any conflict of interest in accordance with clauses mentioned in the RFP Document;
  - (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 clauses of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/We hereby certify that we have taken steps to ensure that there is no fraud or corrupt practices adopted that as listed out in the RFP document, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants in accordance with the RFP document.
  8. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the opening of the Financial bid specified in the RFP.
  9. In the event of my/our firm being selected as the Licensee, I/we agree to enter into an Agreement.
  10. In the event of my/our firm being selected as the successful agency, I/we agree and undertake to provide the services in accordance with the provisions of the RFP and that we shall be responsible for providing the agreed services ourselves and not through any other person or Associate.
  11. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours faithfully,  
(Signature, name and designation of the authorised signatory)  
(Name and seal of the Bidder)

**APPENDIX-II**  
**Particulars of the Bidder**

I.1	Name of the Firm:
I.2	<p>State the following:</p> <p>Legal status (e.g. sole proprietorship or partnership):</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p>
I.4	<p>For the Applicant, state the following information:</p> <p>(i) Has the Applicant been penalised by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(ii) Has the Applicant ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iii) Has the Applicant been blacklisted by any Government</p>



	<p>department/Public Sector Undertaking in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iv) Has the Applicant or any of its Associates, suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p><b>Note: If answer to any of the questions at (ii) to (iv) is yes, the Applicant is not eligible to participate.</b></p>
1.7	<p style="text-align: center;">(Signature, name and designation of the authorised signatory)</p> <p style="text-align: center;">For and on behalf of .....</p>

**APPENDIX-III**  
**Power of Attorney**

Know all men by these presents, We ..... (Name of the Applicant and address of their registered office) do hereby constitute, appoint and authorise Mr /Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of.....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Application for the Licence to Operate a Commercial Space at the Multi-purpose Indoor Stadium at Campal, Panaji-Goa, *including signing and submission of all documents and providing information / responses to the Sports Authority of Goa, representing us in all matters before the Sports Authority of Goa, and generally dealing with the Sports Authority of Goa in all matters in connection with our Application for the said Project.*

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

For

---

Accepted  
..... (Signature)  
(Name, Title and Address)  
of the Attorney

**Note:** *The Power of Attorney shall be notarized as per the prevailing laws.*

**APPENDIX-IV**  
**Financial Proposal**

(To be submitted through e-tender mode only)

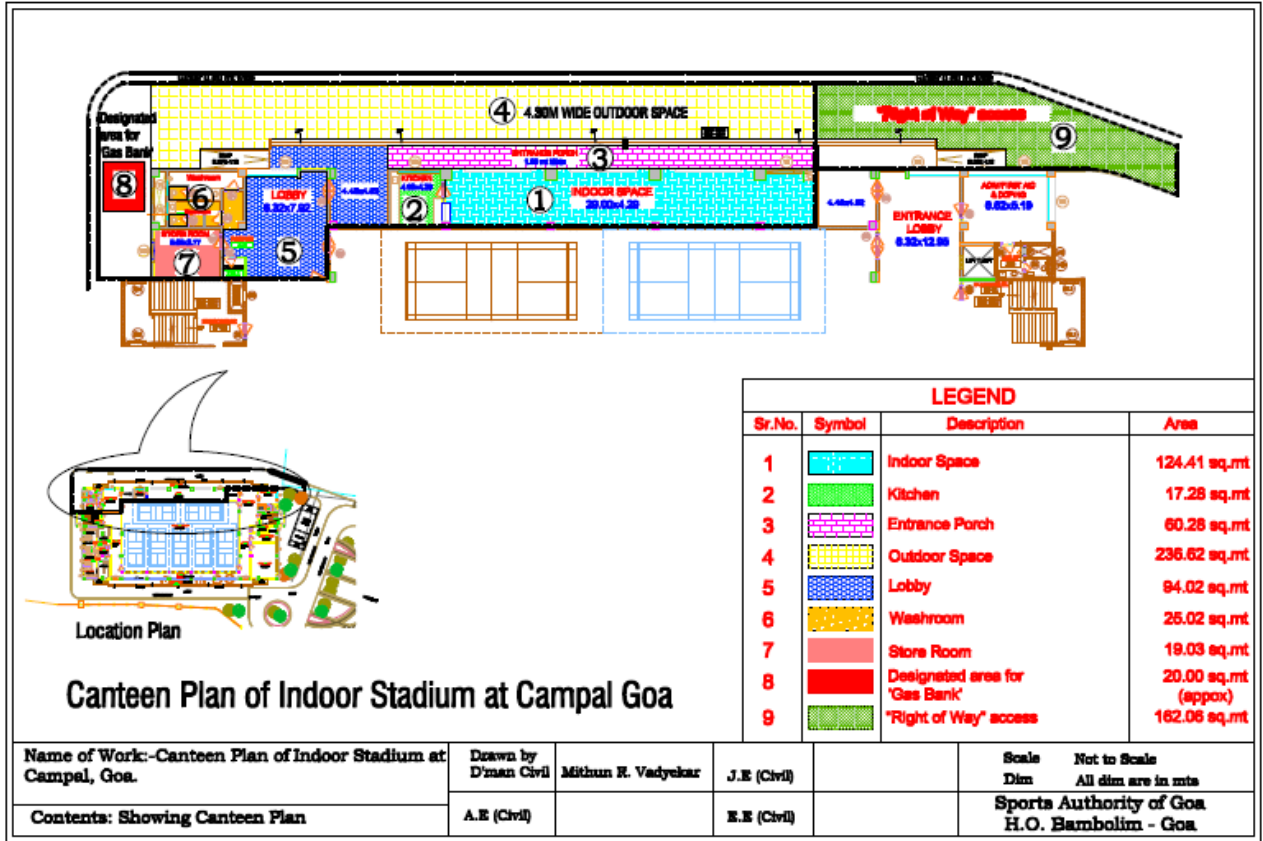
<b>Sr. No.</b>	<b>Description</b>	<b>Amount</b>	<b>GST (%)</b>	<b>GST Amount</b>	<b>Grand Total</b>
I.	Monthly License Fee				

**Note:**

The License fee once offered, must remain fixed and must not be subject to de-escalation for any reason whatsoever within the period of the contract.

## APPENDIX-V

### Space for License to Operate



## APPENDIX-VI Model Agreement

This **AGREEMENT OF LEAVE AND LICENCE** is made at \_\_\_\_\_, Goa, on this \_\_\_\_ day of \_\_\_\_\_, 2021

### BETWEEN

The Sports Authority of Goa, a Society registered under the Societies Registration Act, 1860 and having its office at 1<sup>st</sup> Floor, Athletic Stadium at Bambolim Goa 403 202, hereinafter referred to as “SAG” (*which expression unless it be repugnant to the context or meaning thereof, be deemed to include its successors, transferees and assignees*) herein represented by its Executive Director, Mr. V. M. Prabhu Desai, major of age, of the **ONE PART**

### AND

\_\_\_\_\_, a \_\_\_\_\_ incorporated under \_\_\_\_\_, before \_\_\_\_\_, on \_\_\_\_\_, having its registered office at \_\_\_\_\_ and represented in this act by its \_\_\_\_\_, Shri \_\_\_\_\_, by virtue of \_\_\_\_\_ dated \_\_\_\_\_ hereinafter called the “**LICENSEE**” (*which expression unless it be repugnant to the context or meaning thereof, be deemed to include its successors, transferees and assignees*) of the **OTHER PART**.

WHEREAS, the SAG is in the possession of the Multi-purpose Indoor Stadium at Campal, Panaji – Goa situated at Chalta No. 01 of P.T. Sheet No. 79 of City Survey of Panaji, within the limits of the Corporation of the City of Panaji, Taluka of Tiswadi, District of North Goa, State of Goa, has decided to grant a License to Operate a Café/ Restaurant/ Food Court on AS-IS basis at certain spaces earmarked more particularly, described in appendix V of the Tender Document (hereinafter referred to as the “said premises”)

**AND WHEREAS**, the SAG had invited a Request for Proposal for License to Operate a Café/ Restaurant/ Food Court at the Multi-purpose Indoor Stadium at Campal, Panaji-Goa vide Tender no. SAG/COMP/TD-02/2020-21 dated \_\_\_\_\_ (“Tender/ Tender Document”);

**AND WHEREAS,** the Licensee has been selected as the successful bidder and awarded the License to Operate which was conveyed vide Notification No. \_\_\_\_\_ dated \_\_\_\_\_;

**AND WHEREAS,** the Licensee vide Letter no. \_\_\_\_\_ dated \_\_\_\_\_ has submitted a Performance Security for an amount of Rs. \_\_\_\_\_ as per the conditions of the Tender.

AND WHEREAS, the SAG has agreed to permit the Licensee to use the said premises exclusively to operate the Café/ Restaurant/ Food Court purely on Leave and License basis.

**AND WHEREAS,** the SAG and the Licensee have agreed to execute this Agreement of Leave and Licence on the terms and conditions stipulated hereunder.

NOW, THEREFORE, THIS AGREEMENT OF LEAVE AND LICENCE WITNESSES AND THE PARTIES HERETO HEREBY MUTUALLY AGREE AS FOLLOWS:

- (1) In this Agreement, the words and expressions used shall have the same meaning as are respectively assigned to as mentioned in the Tender Document and the same shall be deemed to form and be read and construed as a part of the Agreement.
- (2) The Licensor agrees to perform all such acts and the things as are stipulated in the Tender Document and the other document executed/ exchanged between the parties or which are to implied there from or may be reasonably necessary.
- (3) The following documents shall be deemed to form and be read and construed as part of this Agreement viz.:
  - i. Request for Proposal for “License to Operate a Café/ Restaurant/ Food Court at the Multi-purpose Indoor Stadium at Campal, Panaji – Goa” issued vide Tender No. SAG/COMP/TD-02/2020/21 dated \_\_\_\_\_.
  - ii. Letter of Award of Tender, issued vide no. \_\_\_\_\_ dated \_\_\_\_\_.
  - iii. Licensor’s letter in response dated \_\_\_\_\_, furnishing the Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_ Bank, \_\_\_\_\_

Branch, for Rs. \_\_\_\_\_ valid up to \_\_\_\_\_ towards  
Performance Security.

iv.

(4) Consideration:

That in consideration of payment of monthly license fee of ₹  
\_\_\_\_\_/- (Rupees \_\_\_\_\_ only) which  
shall be paid by the Licensee to the SAG on or before the 5th day of the  
month following the month to which it relates, the SAG hereby permits  
the Licensee to use the said premises, on purely leave and license basis,  
under the terms and conditions hereunder mentioned.

(5) Term:

That the period of leave and licence shall be \_\_\_\_\_commencing  
from \_\_\_\_\_day of \_\_\_\_\_, 201 \_\_\_\_ and ending on \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

(6) Performance Deposit:

That the Licensee has deposited with the SAG an amount of Rs.  
\_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as a Performance  
Security, which sum shall be returned by the SAG to the Licensee upon  
receiving the vacant and peaceful possession of the said premises, on the  
expiry of the Term of the licence stipulated in clause (5) above or upon  
termination of this Agreement of Leave and Licence, whichever is  
earlier. The said Performance Security shall not carry any interest and  
the SAG shall be entitled to deduct therefrom any dues of the Licensee  
towards arrears of the licence fees, electricity bills, water charges,  
compensation amount in respect of any damage to the said premises,  
etc., if any, and only upon clearance of the aforesaid dues, the Licenses  
shall be entitled to obtain the refund of the aforesaid Performance  
Security.

(7) Purpose of Leave and Licence:

- i. The Licensee shall use the said premises exclusively for the  
purpose of operating a Café/ Restaurant/ Food Court.

- ii. The Licensee shall not use the said premises for any illegal or immoral purpose or any other purpose and shall not use it in such a manner so as to cause any inconvenience, nuisance or annoyance to the other occupants of the building or public.

(8) Entry and Inspection:

The Licensee shall allow the officers or servants or any person duly authorized by the SAG in this behalf, to enter upon and inspect the said premises, to ensure that the said premises is used for the purpose for which it is licensed, on any day between sun-rise and sun-set or at any other time, in case of urgent necessity.

(9) Renewal:

The SAG, on expiry of the term of this Agreement of leave and licence, may, at the request of the licensee, in its discretion, renew this Agreement of Leave and Licence for such further period of 2 (Two) years and subject to such terms and conditions as may be decided by the SAG.

(10) Termination:

(a) In case the Licensee commits breach of any of the terms and conditions herein contained, the SAG reserves the right to terminate this Agreement of Leave and Licence and on such termination, the Licensee shall peacefully vacate the said premises and shall not be entitled to claim any compensation thereof.

(b) If the said premises is at any time required for public purpose, the SAG shall be at liberty to terminate this Agreement of Leave and Licence at any time and take over possession of the said premises and no compensation shall be payable by the SAG to the Licensee for such pre-mature termination of this Agreement of Leave and Licence. The decision of the SAG in this regards shall be final and binding upon the Licensee.

(11) Delivery of Possession:

On termination of this Agreement of Leave and Licence or on expiry of period of license fixed under this Agreement of Leave and Licence, whichever is earlier, if the license period is not extended by the SAG for



a further term, the Licensee shall deliver the vacant and peaceful possession of the said premises to the SAG.

(12) Arbitration:

In the event of any question, dispute or difference of opinion arising under or out of or in any way relating or concerning these presents or effects of these presents or in connection with the conditions herein contained or touching or concerning the meaning or effect thereof, or any matter contained therein as to the rights, duties or liabilities of the parties hereto, howsoever, in connection with this Agreement of Leave and Licence, the same shall be referred to the sole arbitration of a person to be appointed by the Secretary (Sports) to the Government of Goa. The Licensee shall not raise any objection to such appointment on the ground that the arbitrator so appointed is a Government servant and that he had dealt with the matter to which this Agreement of Leave and Licence relates or that in the course of his duties as such Government servant, he had expressed his views on all or any of the matters in dispute or difference. In the event of such arbitrator being transferred or vacating his office or refusing or being unable to act as such for any reason whatsoever, it shall be open to the Secretary (Sports) to the Government of Goa to appoint another person in his place. The arbitrator so appointed shall be entitled to proceed with the reference from the stage at which it was pending. The arbitrator may, with the consent of both the parties to these presents, extend the time for making the award. The award of the arbitrator shall be final and binding on the parties to these presents. Save as aforesaid, the Arbitration and Conciliation Act, 1996 (Central Act 26 of 1996) and the rules made thereunder shall apply to the arbitration proceedings under this clause.

(13) Recovery:

Any sum payable by the Licensee under this Agreement may, in the discretion of SAG and without prejudice to its rights under the preceding clause of Arbitration, be recovered by SAG as an arrear of land revenue under the provisions of the Goa Land Revenue Code, 1968.

(14) Jurisdiction:

Only the Courts in the State of Goa shall have jurisdiction to adjudicate on the matters covered under this Agreement of Leave and Licence.

(15) Costs and charges to be borne by the Licensee:

That the Licensee shall incur the costs, charges and expenses on account of the stamp duty and registration fees payable on these presents.

(16) The original copy of this Agreement of Leave and Licence shall remain with the SAG and the duplicate thereof with the Licensee.

**IN WITNESS WHEREOF** the parties hereto have signed this Agreement of Leave and Licence on the day, month and year first hereinabove mentioned.

**SIGNED, SEALED AND DELIVERED**

**BY Shri** \_\_\_\_\_

**Executive Director,**

**For and on behalf of the SPORTS AUTHORITY OF GOA**

**SIGNED, SEALED AND DELIVERED**

**BY THE WITHINNAMED LICENSEE,**

**Shri** \_\_\_\_\_

\_\_\_\_\_

**WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_