



## Global Notice Inviting E-tender

Invest UP invites proposals through E-tender website of Government of Uttar Pradesh ([etender.up.nic.in](http://etender.up.nic.in)) for the 'Selection of a Promoter Agency for Conceptualizing, Organising and promoting the MotoGP event in India'.

The total non-refundable bid processing fee for the project is INR 20,000 (Indian Rupees Twenty Thousand Only) plus GST if the Bidder is an Indian entity, or USD 250 (Two Hundred and Fifty US dollars) plus applicable taxes if the Bidder is a foreign entity, is to be paid by way of RTGS. The bank details for making payment are as follows:

Bank - Punjab National Bank  
Address – Trade Tax Office, Mirabai Marg, Lucknow  
Account No – 2408021800000010  
IFSC Code –PUNB0631200; Bank code - 631200

The details of submission of e-Bids are available in the RFP document available at the e-Tender Portal <https://etender.up.nic.in> and Invest UP website [www.investup.org.in](http://www.investup.org.in).

The schedule of E-Bid is as follows: -

S. N.	Description	Date/Details
1.	Issue of tender	07-08-2024
4.	Pre-bid meeting	21-08-2024 at 16:00 hrs in Hybrid Mode
If desired bidders can join pre-bid meeting & Technical Presentation online through Zoom Meeting platform on: <a href="https://us06web.zoom.us/j/86000783321?pwd=Ww1YtYoL8o9RwR1HwSxA5jBtz3PIGd.1">https://us06web.zoom.us/j/86000783321?pwd=Ww1YtYoL8o9RwR1HwSxA5jBtz3PIGd.1</a> Meeting ID: 860 0078 3321; Passcode: GP@1234		
5.	Issue of Corrigendum, if any	26-08-2024
6.	Bid submission start date	21-08-2024
7.	Bid submission closing date	13-09-2024 at 16:00 hrs
8.	Opening of technical e-bid	13-09-2024 at 17:00 hrs
9.	Technical presentation	17-09-2024 at 12:00 hrs
10.	Financial e-bid opening	Will be intimated to Technically Qualified Bidders

Invest UP reserves the right to cancel any or all the e-Bids or annul the Bidding process without assigning any reason thereof.

**Issuer,**  
**CEO - Invest UP**  
Invest UP



## Request for Proposal

for

### **Selection of a Promoter Agency for Conceptualizing, Organising and promoting the MotoGP event in India**

E-Bid Reference: 667/Invest UP/2024-25

E-Tender Portal: <https://etender.up.nic.in>

07<sup>th</sup> August 2024

#### **Invest UP**

6<sup>th</sup> Floor, Block A, PICUP Bhawan,

Lucknow, Uttar Pradesh 226010

E: [info@investup.org.in](mailto:info@investup.org.in)

Website: <https://invest.up.gov.in/>

## **1. DISCLAIMER**

The information contained in this tender or subsequently provided to the bidder, whether verbally or in documentary or in any other form by or on behalf of Invest UP (herein after referred as Invest UP or Client) or any of its employees, is provided to the bidder on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided.

This tender is not an agreement or an offer by the Client to the prospective bidder or any other person. The purpose of this tender is to provide bidders with information that may be useful to them in the formulation & submission of their bids pursuant to this tender.

This tender may not be appropriate for all persons, and it is not possible for the Client and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this tender. The assumptions, assessments, statements and information contained in this tender, 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 and information contained in this tender and obtain independent advice from appropriate sources. Information provided in this tender to the bidders may be 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 Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Client and its employees/advisors make no representation or warranty and shall have no liability to any person including any bidder under any law, statutory 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 tender or otherwise, including accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this selection process.

The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this tender.

The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender. The issue of this tender does not imply that the Client is bound to select a bidder or to appoint the selected bidder as the case may be, for the job and the Client reserves the right to reject all or any of the applications/bids without assigning any reasons whatsoever.

## **2. INSTRUCTION FOR E-TENDERING**

The bidding process for this tender will be completed online through e-tender portal. The tender document can be downloaded free of cost from the e-tender portal.

The bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.

For successful registration of DSC on e-procurement portal <http://etender.up.nic.in>, the bidder must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying authorities approved by the Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain user login ID and perform DSC registration exercise even before e-bid submission date starts. The bidder shall be required to use own digital signature while uploading its bid. The bidder shall be required to upload the bid using its digital signature only. Failure to comply or usage of digital signature of other firm shall be liable for rejection of the bid.

The bidders must upload all the required documents (which would form the technical proposal) electronically in the PDF format, except for the financial proposal submission form (BOQ) which will be electronically uploaded on the prescribed single XLS format only on the e-tender portal. The bidders will have to bid for two financial quotes in single file as per format:

- A. Fixed viability gap funding that they require from GoUP /Invest UP.
- B. Percentage of Sharing of Profit from operations with Invest UP.

It is suggested that the PDF files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-tender portal <https://etender.up.nic.in>. The required electronic documents for each document label of Technical (Project Details, Annexures, etc.) schedules/packets can be clubbed together to make single label file. The size of single label file should not exceed 40 MB size.

The presentation as per Appendix F has to be submitted as a part of the technical proposal. However, to support easy submission and to reduce the size of the e-bid file to be uploaded, the presentation can also be submitted as hard copy in a separate envelop on or before the day of technical bid opening. The technical e-bids will be opened at the below address, and the presentation can also be submitted to the following address:

**Meeting Hall, 6<sup>th</sup> Floor, A-Block, PICUP Bhawan, Lucknow**

### **3. PROCEDURE FOR OBTAINING DIGITAL SIGNATURE BY FOREIGN BIDDERS**

As of now, it is learnt that eMudra and Sify Technologies Limited issue DSCs with the following procedure.

Generally, the documents that are required to be submitted by Foreign Organization are as follows:

- A. Scanned copy of organisational id, organisational email id, mobile number, organisational address and letter of authorization from organisation are required.
- B. For the proof of organisational existence, publically verifiable and listed/recognized by local government reference of organisation in database/registry shall be provided.
- C. If the organisation is already registered/empanelled in government organizations of India, then the scanned copy of the letter of request issued from Indian government organisation with the details of DSC applicant can be accepted as address proof/existence of organisation for DSC issuance. Bank account statement in the country of residence, duly attested by Indian Embassy / High Commission / Consulate / Apostille in the country, where the applicant is currently located. (At least 6 months of Bank transactions) with the proof indicating the account is owned by the Individual.

**Note:** The Information given by the vendors is attached for facilitating the Foreign Nationals to procure DSCs from the Indian CA authorized vendors for information purpose only as shared by the respective CA's. Please visit respective CA's websites for detailed and latest information on procurement of DSC.

#### 4. NOTICE INVITING TENDER

Invest UP invites proposals through E-tender website of Government of Uttar Pradesh for the 'Selection of a Promoter Agency for Conceptualizing, Organising and promoting the MotoGP event in India'.

S. N.	Description	Date/Details
1.	Issue of tender document on the e-tender portal <a href="https://etender.up.nic.in">https://etender.up.nic.in</a>	07-08-2024
2.	Tender fee	INR 20,000(Indian Rupees Twenty Thousand Only) plus GST if the Bidder is an Indian entity, or USD 250 (Two Hundred and Fifty US dollars) plus applicable taxes if the Bidder is a foreign entity through RTGS
3.	Earnest money deposit (EMD)	Refundable amount of INR 10,00,000(Indian Rupees Ten Lakh Only) if the Bidder is an Indian entity, or USD 12000 (Twelve Thousand US dollars) if the Bidder is a foreign entity through RTGS.
4.	Pre-bid meeting	21-08-2024 at 16:00 hrs in Hybrid Mode
If desired bidders can join pre-bid meeting & Technical Presentation online through Zoom Meeting platform on: <a href="https://us06web.zoom.us/j/86000783321?pwd=Ww1YtYoL8o9RwR1HwSxA5JBtz3PIGd.1">https://us06web.zoom.us/j/86000783321?pwd=Ww1YtYoL8o9RwR1HwSxA5JBtz3PIGd.1</a> Meeting ID: 860 0078 3321; Passcode: GP@1234		
5.	Issue of Corrigendum, if any	26-08-2024
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10.	Financial e-bid opening	Will be intimated to Technically Qualified Bidders

Any queries may be submitted to Nodal Officer, Invest UP on Email ID [advantageup@investup.org.in](mailto:advantageup@investup.org.in) with subject: 'E-Bid Reference: 667/Invest UP/2024-25, Queries' on or before pre-bid meeting date as mentioned in table above.

Invest UP reserves the right to cancel any or all the e-bids or annul the bidding process without assigning any reason thereof.

The place of opening e-bids and pre-bid meeting:

**Meeting Hall, 6<sup>th</sup> Floor, A-Block, PICUP Bhawan, Lucknow**

## **5 PROJECT DETAILS**

### **Introduction:**

**INVEST UP** is a Nodal Agency of Department of Industrial Development, Government of U.P. for Investment Promotion.

**DORNA SPORTS S.L.** (Dorna) has the sole and exclusive rights of the FIM Grand Prix World Championship (commercially known as “MotoGP”), including the rights to negotiate and enter into agreements regulating the promotion of Events entered on the official FIM Grand Prix World Championship Calendar and counting for the FIM Grand Prix World Championship in various classes.

Invest UP (as the host) and Dorna (as the rights holder) have reached an Event Hosting Agreement (the Agreement) to hold the MotoGP Grand Prix of India in Uttar Pradesh for the year 2025, 2026 and 2027 (the term).

### **Background:**

Invest UP signed an agreement with Dorna Sports S.L. for organising MotoGP event in India at Buddha International Circuit, Greater Noida for three consecutive years (i.e.: 2025, 2026 and 2027). As per condition of this agreement, Invest UP will have to onboard a Promoter, which should be an Indian company, for conceptualizing, organising and managing entire event for next three years. Promoter company will also get exclusive rights, which are explicitly detailed in this RFP document.

MotoGP™ stands as the pinnacle of motorcycle racing, showcasing the 22 fastest riders globally on purpose-built prototype motorcycles across the most esteemed racetracks. With top speeds surpassing 360 kilometers per hour and lean angles exceeding 60 degrees, MotoGP™ has evolved since 1949 to include over 20 Grands Prix spanning five continents, captivating hundreds of millions of viewers worldwide.

The Grand Prix of India is slated for March 2025, with future events expected to follow a similar timeframe annually, with specific dates to be determined by Dorna and typically announced in September of the preceding year.

The event will feature three categories of Grand Prix motorcycle racing: Moto3, Moto2, and MotoGP, alongside support classes designated by Dorna. Invest UP and/or the Promoter may suggest additional support classes, subject to Dorna’s approval.

Beyond the races, attendees can enjoy a range of off-track activities, including entertainment, exhibitions, food and beverage services, cultural festivals, and other engaging experiences.

The Buddh International Circuit, renowned for its world-class facilities, will host participants from around the globe, including teams, media, and spectators. This Grand Prix is expected to provide substantial economic benefits, particularly for local businesses in hospitality, retail, and transportation sectors, creating jobs and boosting revenue streams throughout Uttar Pradesh.

A business conclave during the event will offer a platform for networking, exploring investment opportunities, and forging international partnerships, further enriching Uttar Pradesh’s economic landscape and global connectivity.

Beyond its economic impact, the event aims to enhance Uttar Pradesh’s international profile by leveraging extensive global broadcast coverage to showcase its cultural heritage and tourism

attractions. The Grand Prix seeks to foster motorsport enthusiasm among youth, promote skill development, and elevate local infrastructure to international standards.

The MotoGP™ Grand Prix aspires to nurture a vibrant motorsport culture in India, inspire emerging talents, and support skill development within the sports industry.

Through these initiatives, the MotoGP™ Grand Prix aims to position Uttar Pradesh as a premier global motorsport destination while delivering long-term socio-economic benefits for the State.

## **6 SCOPE OF WORK**

The MotoGP is expected to be an annual 3 (Three) day motorcycle racing event organised at Buddh International Circuit, Greater Noida for three consecutive years (i.e.: 2025, 2026 and 2027).

The bidders are advised to visit the event venue (Buddh International Circuit, Greater Noida) and present a plan for execution of the event in the technical presentation which should cover all the aspects of the Scope of Work. The selected bidder will be the Promoter of the Event and will have to provide requisite temporary structures, competent manpower and services in consultation with Invest UP or any of its designated agencies. Interested agencies would have to take up all the activities on a turnkey basis as may be required for organizing the event to international standards (Refer the Appendix H for guidelines of quality of work to be followed). Inter alia, the scope of services to be provided includes (but not limited to) the following:

### **6.1 Activities to be executed by Promoter for Dorna**

#### **6.1.1 Event Promotion and Motorcycle Arrangements:**

1. Promote the MotoGP Event in accordance with DORNA's guidelines.
2. Adhere to DORNA's Promoters Manual and Series Regulations.

#### **6.1.2 Compliance and Safety Measures:**

1. Ensure track layout, equipment, facilities, and safety measures comply with Series Regulations.
2. Ensure the Circuit will be ready for homologation by the FIM not later than 180 days before the First Event of the Term and not later than 90 days before each Event thereafter.
3. Strict adherence to circuit safety standards, including necessary modifications and permits.
4. Execute capital or recurring works for safety compliance promptly.

#### **6.1.3 Personnel and Scheduling:**

1. Ensure competence and training of all Event personnel.
2. Provide proper PPE - safety uniforms and shoes to the staff.
3. Schedule practice sessions, qualifications, and races as per Series Regulations.
4. Ensure punctuality of Event start, finish, and podium ceremonies.

#### **6.1.4 Security and Access Control:**

1. Manage access control for Competitors' motorcycles, equipment, and team areas.
2. Provide exclusive circuit access to Competitors and ensure security during the Event period.
3. Facilitate customs clearance for Competitors' equipment and spare parts.
4. Ensure the Circuit is exclusively open to Competitors and their equipment from the Monday before the Event.



5. Maintain security for the track, pit, paddock, garage, and VIP Village from Monday midnight prior to the Event until Monday midnight following the Event.
6. Provide sanitary assistance services throughout the specified period.
7. Allow access to the paddock area for DORNA, Competitors, and Service Companies from the Friday before the Event for installation purposes.
8. Extend access and security to the Circuit until Tuesday following the Event if requested by DORNA.
9. Adjust specified days accordingly if the final day of the Event is not a Sunday.

#### **6.1.5 Preferential Access and Enforcement:**

1. Establish separate entrances for accredited vehicles.
2. Ensure compliance with MotoGP accreditation requirements.
3. Train access personnel on MotoGP accreditations protocols.
4. Deploy security to enforce access controls.
5. Implement clear signage for designated entrances.
6. Coordinate with DORNA for access management.
7. Monitor access points for adherence.
8. Submit compliance reports to DORNA.

#### **6.1.6 Audience Engagement and Ticketing:**

1. Develop a ticketing strategy and manage ticket sales.
2. Create and manage fan engagement activities and entertainment.

## **6.2 Deliverables for Invest UP**

### **6.2.1 Organization and Facilitation:**

1. The Promoter will organize a Business Conclave during the India edition of the MotoGP event to showcase investment opportunities in Uttar Pradesh at their own expense.
2. The Selected Bidder will be responsible for creating/providing infrastructure and peripherals for the Conclave and inviting relevant industry stakeholders.

### **6.2.2 Annual Invest UP Business Conclave:**

1. The Promoter will facilitate the Invest UP Business Conclave during each annual MotoGP event in India throughout the Agreement period.
2. The Conclave aims to initiate discussions with CEOs/CXOs on investment potential in Uttar Pradesh and attract investments on a best-effort basis.
3. The Promoter will gather feedback from participating companies regarding their investment interest and submit it to Invest UP as needed.

### **6.2.3 International Business Conclave:**

1. The Promoter will assist in organizing an annual Invest UP Business Conclave at one international MotoGP location, as decided by Invest UP.
2. The cost of organizing the international conclave will be borne entirely by Invest UP.
3. The Promoter and Dorna will be indemnified against any claims arising from the organization of the international conclave.

#### **6.2.4 Presence on MotoGP Calendar:**

- The Promoter, through its agreement with Dorna, will ensure the inclusion of the Indian Grand Prix and the Invest UP Business Conclave as regular fixtures on the MotoGP event calendar.

#### **6.2.5 Participant Engagement:**

1. The Promoter, along with Dorna, will facilitate the active participation of prospective companies, Team Principals, and Manufacturers in the MotoGP event in India.
2. The Promoter will assist in initiating dialogues with these companies during the Invest UP Business Conclaves.
3. Feedback from participants will be shared with Invest UP for social media promotion.

#### **6.2.6 One-to-One Meetings:**

1. The Promoter, with Dorna's help, will facilitate B2G meetings with key stakeholders interested in investing in Uttar Pradesh.
2. The Promoter will ensure the sharing of comprehensive contact information for all major players involved.

#### **6.2.7 Inclusion in Event Materials:**

- Invest UP's branding and participation will be included in all official event materials wherever reasonably practicable.

#### **6.2.8 Economic & Media Impact:**

1. The Promoter will coordinate with Dorna to release economic and media impact reports of the Indian Grand Prix.
2. Media impact reports will be released within 10 days post-event, and economic impact reports within 30 days post-event.
3. The Promoter will ensure global publicity of the state and race through Dorna media channels.

#### **6.2.9 UP Branded Virtual Advertising:**

- Invest UP's branding will be included in UP-branded virtual and social media advertising during the Event.

#### **6.2.10 Self-financed Road Safety Campaign:**

- The Promoter will conduct a Self-financed Road Safety Campaign in collaboration with Invest UP

### **6.3 Infrastructure development**

#### **6.3.1 Temporary Structures**

1. Ambience creation for the Event based on the overall theme of Moto GP, including but not limited to pavilions, murals, potted plants and plantation, soft and hard landscaping, water bodies, floral decoration.
2. Setting up of air-conditioned hangers of optimum size keeping demarcation for private and Government.
3. Complete management of activities related to necessary furniture and fixtures.
4. To take up any additional landscaping and beautification work as per the presentation to the committee for selection of the prospective bidder.
5. To take up the necessary beautification in the existing layout and provisions.

6. Various beautification activities as may be necessary to beautify the surroundings in terms of laying of paver blocks, beautification in terms of potted plants, flags, paintings, theme lighting, cut-outs, masking, etc.
7. Setting up mobile toilets in sufficient nos. or as directed by Invest UP
8. Setting up of exclusive VIP lounges and VIP Village hospitality areas.
9. Setting up of Media centres and interview area
10. Setting up of traffic management systems and clear signages.
11. Planning and marking of evacuation routes in case of emergencies
12. Setup designation of parking areas for various groups.

### **6.3.2 Air Conditioning**

1. Provision of necessary capacity of Air-conditioning infrastructure on temporary basis for each of domes meant for admin building, VIP lounge, medical room and other small offices available at the site. The type and the quantum of air-condition would be as per the directions of engineer-in-charge or the committee for organizing the Event.
2. All necessary activities related to supply, installation, commissioning, testing and maintaining of the air-conditioning so supplied for the event.
3. Setting up of the air-conditioned temporary structures as may be required.

### **6.3.3 ELV (Extra Low Voltage) Systems**

1. Take up necessary security measures including but not limited to deployment of the security personnel, baggage screening gadgets, DFMD and HHMD, CCTV, CCTV room, round the clock room, padlock and lounge & parking areas during the event period, etc. and maintaining them in consultation and direction by the local police.
2. All necessary setup of LED Screens, Video wall, Public Address System, AV System, Public announcement system, other sound system, Watch-out etc. at lounge area as well as at defined parking area as may be required as per the proposed design or directed by Invest UP.

### **6.3.4 Fire Mitigation Arrangements/Risk Mitigation**

1. Provision of necessary firemen in the paddock, stands, lounge, near tracks, and other required areas throughout the event. Firemen deployment is subject to verification by the local fire department.
2. Provision of sufficient number of fire extinguishers of type and size as may be directed by the fire authority of GoUP.
3. Liaison with necessary authority such as local governing bodies, fire, utility providers, state security agencies, etc for statutory approval for organizing the event in advance.
4. The agency shall apply fire resistant coating which shall be non-allergic, odourless, non-toxic, VOC free, non-carcinogenic, and earth friendly clear fire retardant of 'Flame Resist' or equivalent as approved by Invest UP or any designated authority appointed by Invest UP on all internal and external structures wherever applicable including stage and as and where applicable.

### **6.3.5 Internet**

The bidder will have to ensure adequate bandwidth availability for participants, visitors, VVIPs, administration work, security, etc. throughout the event. Dedicated bandwidth may be charged.

### **6.3.6 Food-court and Refreshment Arrangements**

1. Making provision of food court at multiple location within the venue as per the guidelines of the venue and the directions of Invest UP
2. Setting up of kiosks for snacks and hot and cold beverages inside area allotted for Food Court
3. The scope also includes provision of water, wash area, drainage, utilities such as electricity, fixtures, etc. in the extra temporary food courts
4. Provision for food and refreshment at the VVIP Lounge or at any appropriate place for visiting dignitaries.

## **6.4 Affiliated services**

### **6.4.1 Videography/Photography during inaugural function and event days**

1. Necessary Videography/Photography during event.
2. Use of drone cameras in consultation with concern authorities.
3. Special photographic point/selfie zone to be setup
4. Photography of visiting VVIPs
5. Preparation of a video in timelapse with voice over showcasing the entire duration of the event.

### **6.4.2 Housekeeping**

1. Regular upkeep of the entire event area, including toilets and the designated parking area, throughout the event duration. This includes, but is not limited to, providing cleaning personnel, machines, and consumables.
2. The successful bidder has to liaison with the local municipal bodies for the proper and designated disposal of waste and debris within the venue and city municipal limits.
3. Payment of necessary fees & charges as may be applicable to be paid to Municipal Corporation or any other authorities.

### **6.4.3 Security Services**

1. Agency shall provide security services during all event days and non- event days
2. VIP and VVIP security related arrangements including barricading but not restricted to shall have to be worked out by the successful applicant with the Police and relevant Department, the cost of such arrangements shall be borne by the applicant.
3. Provision of necessary security personnel for screening of visitors, competitors, padlock, bikes & other equipments and frisking
4. Printing and distribution of different category of badges which includes but not limited to:
  - 1) permanent and temporary labour
  - 2) visitors
  - 3) VVIP
  - 4) Govt. officials
  - 5) Service providers
  - 6) Volunteers
  - 7) Organisers, etc.
5. All categories shall have badges of different colour

#### **6.4.4 Third-Party Liability Insurance:**

- The Promoter shall arrange third-party liability insurance covering the FIM Grand Prix World Championship Federation, DORNA, IRTA, Competitors, and their associated personnel against all risks throughout the Event period. The insurance coverage must be for not less than 10,000,000 Euros per occurrence (or as amended per the Series Regulations), including but not limited to death or injury to any person. The insurance policy shall be valid from 00:00 hours on the Monday of the Event week until 24:00 hours on the Monday following the Event. The policy must be approved by DORNA and provided at least 60 days before the Event.

#### **6.4.5 Media & Public Relations**

1. Liaison with national and international media for visit of media fraternity and coverage of the event.
2. Setting up and manning of VIP & Media Lounge with necessary and adequate infrastructure which includes but not limited to computers, printers, scanners, photocopying machines; supplies which includes but not limited to printing papers, writing pads, pens, other stationeries.
3. Liaison with all other category of participants.

### **6.5 Conditions to be complied by the Promoter:**

#### **6.5.1 Design and Layout:**

- The design and layout of the pit, paddock, parking area, garage area, Race Control, Media/Press Centre, and TV Compound will be determined by DORNA. The Promoter must follow DORNA's directions for space allocation and access control in these areas.

#### **6.5.2 Pass Allocation:**

- The supply and allocation of all passes, including vehicular and pedestrian access to various areas, will be managed by DORNA. The Promoter must abide by DORNA's decisions regarding pass distribution and access control.

#### **6.5.3 Pass Validity:**

- The Promoter will ensure the validity of all passes and familiarize police and circuit officials with the passes to uphold their validity.

#### **6.5.4 Paddock Area:**

- The Promoter will provide the paddock area, as determined by DORNA, free of charge for Competitors, their motorhomes, support vehicles, service vehicles, and catering arrangements from their arrival until midnight on the Tuesday following the Event.

#### **6.5.5 Grandstand Area:**

- The Promoter will provide a grandstand area free of charge for pass holders to view the races, with a minimum capacity of 1000 persons.

#### **6.5.6 Advertising Restrictions:**

- The Promoter will not restrict the advertising normally displayed on Competitors' motorcycles, riders, Team personnel, transporters, or support vehicles unless required by law and notified to DORNA prior to execution.

#### **6.5.7 Additional Advertising:**

- The Promoter will not require additional advertising or promotional material on Competitors' motorcycles, riders, Team personnel, transporters, or support vehicles beyond what is normally displayed.

#### **6.5.8 Event Advertising:**

- The Promoter will not display any advertising within the Circuit or within view from the Circuit without DORNA's approval, except as required by law or mutually agreed.

#### **6.5.9 Official Names and Logos:**

- The Promoter will use only the official names, titles, expressions, and logos determined by DORNA for the FIM Grand Prix World Championship and the Event in all publicity and promotional materials.

#### **6.5.10 Design Manual Compliance:**

- The Promoter will adhere to DORNA's rules and guidelines concerning the layout, design, and use of official names, titles, expressions, and logos.

#### **6.5.11 Media/Press Centre Branding:**

- The Media/Press Centre at the Event will carry only the official names, titles, expressions, and logos of the FIM Grand Prix World Championship and the Event, except for material with timekeeping data, which will also include the official timekeeping company's branding.

#### **6.5.12 Timekeeping and Data Processing:**

- The Promoter will use only the official timekeeping companies appointed by DORNA and provide the necessary services and facilities as specified in Schedule 1.

#### **6.5.13 Vendor Compliance:**

- Vendors selling goods or services at the Circuit must provide written evidence of their rights to use any trademarks, brand names, or logos. If DORNA is not satisfied with the evidence, the Promoter will ensure the goods or services are withdrawn from sale.

#### **6.5.14 Claims and Indemnity:**

- The Promoter will not make any claims against the Federation, DORNA, IRTA, Competitors, or their associated personnel for any incidents arising from the use of motorcycles. The Promoter will indemnify these parties against any third-party claims related to the Event.

#### **6.5.15 Compliance Failure:**

- Failure to comply with the insurance terms will entitle DORNA to terminate the Agreement and seek damages from the Promoter.

### **6.6 Obligations & Rights:**

1. Promoter, if a foreign company, will have to make an Indian subsidiary within 15 days of issuance of Letter of Award. The Indian subsidiary of the foreign company should be registered under Companies Act, 2013 of India. The agreement, in this case will be signed between Indian subsidiary of foreign company, DORNA Sports and Invest UP.
2. Promoter will have to pay a yearly Promoter's Fee to Dorna of 1,100,000.00 € (one million and one hundred thousand euros) plus a 7% yearly increase payable according to Promoters Contract. This 50% fee will be payable four months before the event and 50% within three months after the event

3. DORNA shall retain all Commercial and Ancillary Rights, including income derived from Ancillary Rights.
4. Payments shall be made into a bank account designated by DORNA in full, without any deduction or withholding (whether in respect of duties, taxes, charges, or otherwise however). If THE PROMOTERS are required by law to make a deduction or withholding from any payment under the Agreement, the amounts due to DORNA shall be increased by THE PROMOTERS to the extent necessary to ensure that, after making any such deduction or withholding, DORNA receives and retains an amount equal to the amount which it would have received if such deduction or withholding had not been required to be made.
5. The Promoter shall not produce, market, or sell any goods incorporating Competitors' names, logos, or images without prior written consent. However, they are granted the right to display the Live Programme on giant screens at the Circuit during the Event, subject to specific conditions outlined.
6. The Promoter shall bear all costs associated with transporting Competitors' equipment from arrival points to the Circuit and back, including taxes, customs clearance, and handling.
7. The DORNA grants Promoter the non-exclusive rights to reproduce their official name and track layout, and to use official Event materials such as posters and trophies.
8. The Promoter have to sign a tripartite agreement with Invest UP and DORNA. The draft of tripartite agreement is placed at Annexure – I. The promoter will not only be obligated to fulfil its duties explicitly elaborated in this RFP as well as will have to abide by the terms and conditions of the agreement. In case of any conflict the provisions of this RFP with tripartite agreement thus signed, the provisions of tripartite agreement will prevail over clauses of this RFP.
9. The Promoter will have to open an Escrow Bank Account with Invest UP as joint holder. All the revenue earned by the Promoter and expenses made should be through this Escrow Bank Account and should require approval of both Promoter and Invest UP in case of any drawl. This Escrow Bank Account should be kept operational till the end of agreement.

#### **6.6.1 Media Rights:**

- The Promoter will acknowledge that DORNA retains sole and exclusive rights to media rights related to the Event. They shall enforce admission conditions at the Circuit that acknowledge DORNA's exclusive rights to control and authorize the origination and recording of all moving pictures related to the FIM Grand Prix World Championship and the Event.

#### **6.6.2 Recording and Broadcasting Restrictions:**

- Unless with written permission from DORNA, the Promoter shall not permit the recording or broadcasting of any sound, broadcast, television, or moving pictures related to the Event or Competitors at the Circuit or surrounding areas under their control. Amateur video recordings for private use are permitted only in designated areas.

#### **6.6.3 Facilities for Media and Broadcasters:**

- The Promoter shall provide necessary facilities, including television and radio commentary booths, to persons authorized by DORNA for making recordings or transmissions related to the Event.

#### **6.6.4 Testing Sessions:**

- Upon DORNA's request, the Promoter shall make the Circuit available to Competitors for a two-day testing session, at no cost to Competitors or DORNA.

#### **6.6.5 Title Sponsor Branding and Compliance**

- The Promoter/ Agency shall ensure that, in relation to the Event, the Title Sponsor's name and logo (as advised by DORNA to the Promoter/ Agency) are prominently displayed on all press releases, tickets, programs, publicity material, and information sheets produced or authorized in connection with the Event. Furthermore, the Promoter/ Agency shall adhere to all reasonable directions notified by DORNA from time to time concerning the layouts, graphic design, and conditions for the use of the Title Sponsor's name and logo.

#### **6.7 Other**

1. Provision of necessary personnel and manpower for necessary services during the event.
2. Take up necessary registration under Labour Contract Act, and other statutory acts as may be necessary.
3. The bidder will be required to take a temporary power connection on its own from GoUP. Though, Invest UP will expedite the process of getting temporary power connection but bidder will have to bear cost pertaining to same. The bidder will also have to make payment for usage of electricity during, before and after the event as utilised by the bidder to the power utility of GoUP directly.

#### **7 PROJECT DURATION**

1. The duration of this project will be from the date of signing of agreement post six months from the date of completion of MotoGP event in India in 2027.
2. The bidder must start preparatory activity immediately after release of LOI/ Work Order/Agreement
3. The race track will be available for 120 days including event days every year and the entire Buddh International Circuit will be available for 35 days in a year. Invest UP will obtain right to use the venue and hand over the venue to promoter at its own cost.

#### **8 MONITORING AND SUPERVISION**

1. There will be an independent agency/committee appointed/nominated by Invest UP/GoUP to oversee the progress and monitor the implementation of work as per the decided timeline. This would be informed subsequently to the successful bidder. It will be sole responsibility of the Bidder to update day to day progress of the event program including sales of tickets to this Committee.
2. Where explicit specifications are not available the work may have to be executed as per the instruction of Invest UP. Additionally, Invest UP may appoint third party Consultant to monitor the work. The instructions by such Consultant shall be binding to the successful applicant.

#### **9 VARIATIONS, MODIFICATIONS ETC.**

1. If the additional or altered work includes any class of work for which no reference is made in the schedule contract, should be informed to Invest UP. The Invest UP will decide the rate based on rate analysis to be submitted by applicant.
2. If it is not possible to arrive at the rate from above, such class of work shall be carried out at the rate decided by the competent authorities based on detailed rate analysis after



hearing the applicant before a Committee formed by Invest UP stationed at the same place or the nearest place, as may be appointed by Invest UP.

3. promoter shall not execute the extra/additional work without prior written approval of the Invest UP. Any extra item if executed must have written consent of the concerned decision maker and to be submitted with detail cost analysis.
4. The applicant shall keep all the joint records of measurement duly signed by the Employer/Professional Advisor/Committee Member with proper justification as and when require. No extra cost or rate shall be considered if applicant is unable to justify the extra or additional work. If required, the measurements shall be supported by Total Station Survey. The contractor shall provide CD of Video recording of the entire event under the applicant's scope work to the Invest UP.

#### **10 EXTENSION OF WHOLE OR PART OF THE EVENT**

1. In case of extension of the whole event or part beyond planned event days, compensation shall be decided on mutual understanding between the Promoter and Invest UP.
2. In case of extension of the whole event or part of the event, the revised income would be worked out by Invest UP based on the commitments made and variable inputs for the event. The applicant would have to maintain the records for the additional expenses incurred due to extension of the event period and submit to Invest UP.

#### **11 MANPOWER REQUIREMENT**

Necessary arrangements of manpower to execute the scope of work is to be carried out by the agency, and is desired to have manpower for the following:

1. Marketing and sales executives
2. Graphic designer
3. IT personnel
4. ELV expert
5. Fire expert – As directed by local fire authority
6. HVAC and Electrical expert
7. Security in-charge
8. Site in-charge
9. Individual dome in-charge
10. Housekeeping in-charge
11. Food-court in-charge
12. Event Coordinator, if required
13. VD coordinator
14. Guest relationship manger
15. Civil engineer
16. Electrical Engineer

#### **12 DEFECTIVE WORK**

In cases where the Bidder has carried out defective work or used defective materials, Invest UP shall be entitled to:

1. Where reasonable to do so, order a suspension of work and further inspect the work to determine the exact nature of the defect

2. To order the removal or replacement of defective work or material without any additional payment, or
3. Quality and finishing of all structures will be reviewed after final execution of work. Any deviations or non-compliance from approved designs are bound for removal and re-installation.

### **13 INSTRUCTION TO BIDDERS**

The Promoter shall function as the Sports Event Management Agency for for Conceptualizing, Organising and promoting the MotoGP event in India, and its scope would be extended to items lists in the scope of work.

The proposal will be evaluated on the basis of the evaluation criteria set out in this tender document in order to identify the successful bidder ('successful bidder'). The successful bidder will be issued a work order by the Client. The Client intends to adopt a single stage-two envelope bidding process for the selection of the agency for the assignment. Hence, the technical and financial proposal shall be uploaded as two separate files on the e-tendering website.

Each bidder shall submit a maximum of one (1) proposal for the assignment, in response to this tender document. Any bidder who submits more than one proposal for the assignment shall be disqualified. Any Joint Venture/Consortium is not eligible for this e-tendering process. The proposal shall remain valid for a period of not less than 180 days from the proposal due date (proposal validity period). The Client reserves the right to reject any proposal, which does not meet this requirement.

1. **Venue for the event:** Venue for the event is Buddh International Circuit, Greater Noida. The venue will be provided free of charge by the nodal agency appointed by the GoUP.
2. **Site Visits:** Bidder is advised to depute a suitable team to visit the proposed venue to fully understand the venue and ascertain the difficulties that may be encountered during execution of works and for obtaining all information for himself on his own responsibility that may be necessary for preparing the bid and entering contract. The site visits shall be entirely at bidder's own expense.
3. **Local conditions:** Each Bidder is expected to get fully acquainted with the local conditions and factors, such as historical, geographical, social, political, legal, administrative, and/or infrastructure etc., which would have any effect on the performance of the contract and /or the cost. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Award as described in the bidding documents. Invest UP will not entertain any request for clarification from the Bidder regarding such local conditions. It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the owner. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the owner on account of failure of the Bidder to know the local laws / conditions. The Bidder is expected to visit and examine the location of work site and its surroundings and obtain all information that may be necessary for preparing the bid at their own interest and cost.
4. **Event Fee:** The applicant would provide the proposal stating the Event Fee (1100000 Euro) amount that it would be paying to DORNA, indexed upward annually by 7%, exclusive of taxes.

5. **Ticket fees for Races:** The applicant would have to incur expenses necessary to market, set up, and manage the event and related services. The applicant would also be entitled to charge visitors/audience for attendance in the race/ event. However, no participation fees would be allowable to be charged by the applicant.
6. **Media Rights:** The Promoter/Agency will be granted the right to display the Live Programme (which includes the International Programme Feed, official timing, necessary graphics, relevant MotoGP information, and natural sound) on giant screens located at the Circuit during the Event from Friday to Sunday throughout the Term. The Live Programme cannot be modified, recorded, or used for any other purpose. The rights and images granted to the Promoter/Agency under this clause shall not be supplied, transferred, assigned, licensed, or sub-licensed to any third party under any circumstances.
7. **Viability Gap Funding (VGF):** To be eligible for VGF, the bidder must demonstrate that the project would not be financially viable without the support of VGF. The bidder must provide detailed financial models, proof of other funding sources, and evidence of meeting the minimum technical and operational requirements outlined in this RFP. VGF will be released in instalments on request of bidder. Bidder seeking VGF instalment must submit a complete VGF application along with their proposal. The application should include a detailed project plan, financial projections, and a justification for the need for VGF. Applications must be submitted at least 15 days before the requirement, to be considered for evaluation by Invest UP. Recipient of VGF is required to submit monthly progress reports detailing the use of funds, project milestones achieved, and any deviations from the original project plan. Financial statements must be submitted quarterly, and an annual audit report is required to ensure compliance with the terms of the agreement as per this RFP. The maximum VGF allowed for the purpose of this project will be INR 30 Crore for first year, with indexed downward by 5% every subsequent year.
8. **Share in Profit:** Bidder have to offer a share in overall profit earned from the project to Invest UP. The profit will be the leftover balance in Escrow Bank Account after completion of each event/year. All the revenue generated by the means of selling sponsorships, tickets, advertisement, etc. related to MotoGP event in India or any other related activity has to be deposited in the Escrow Bank Account. All payments for the incidental expenses apart from expenses claimed by the bidder under VGF and fee to be paid to DORNA, as per Sl. No. 4 of this clause, will be made through Escrow Bank Account upon consent of bidder, Invest UP and Dorna. The Bidder has to quote the percentage share offered to Invest UP as part of financial bid of this RFP. After signing of agreement as per this RFP and opening of Escrow Bank Account, a mutually agreed amount will be deposited in the Escrow Bank Account by the bidder and Invest UP in the same proportion of profit sharing offered by the bidder as initial seed capital. If the bidder fails to generate revenue during the course of any event/year, resulting into no inflow of money in the Escrow Bank Account, the Invest UP will have the right to withdraw the full amount of balance left in the Escrow Bank Account.

#### **14 EARNEST MONEY DEPOSIT (EMD)**

An Earnest Money Deposit (EMD) for an amount of INR 10,00,000/- (Rupees Ten Lakh only) if the Bidder is an Indian entity, or USD 12000 (Twelve Thousand US dollars) if the Bidder is a foreign entity through RTGS has to be submitted for acceptance of the e-bid. The RTGS has to be made on or before the bid submission date and time.

EMD shall be returned to the unsuccessful bidders within a period of one month from the date of issue of 'Letter of Intent' to the 'Successful Bidder'. EMD submitted by the 'Successful Bidder' shall be returned one week post the submission of performance security. EMD shall be forfeited in the case if any information or document furnished by the bidder turns out to be misleading or untrue in any material respect.

## **15 FORMAT AND SIGNING OF E-BIDS**

The bidder shall provide all the information as per this tender document. The Client will evaluate only those proposals that are received in the required format and are complete in all respects. The bidder shall prepare the electronic copy for the e-bids (in pdf format) and upload the e-bids on e-tender portal <https://etender.up.nic.in> through the bidder's Digital Signature Certificate (DSC).

Each proposal shall comprise the following:

### **Part I Submission**

- A. Proof of deposit of tender fee in the prescribed bank account
- B. Proof of deposit of EMD in the prescribed bank account
- C. Covering letter in the format set out in Appendix A
- D. Details of the bidder in the format set out in Appendix B. The bidder shall declare the company profile such as memorandum & article of association of the company, etc. The documents to be submitted should also include the following:
  - I. Self-attested copy of company registration
  - II. Self-attested copy of PAN card/TIN/ TAN
  - III. Self-attested copy of the GSTIN number
  - IV. Self-attested copy of the company profile, along with the list of significant clients
  - V. Chartered accountant certificate (original) specifying the annual turnover for the last three financial years in the format set out in Appendix E
  - VI. Chartered accountant certificate (original) specifying the net worth for the last three financial years.
- E. Power of attorney as per Appendix C, authorizing the signatory of the proposal to commit the bidder
- F. Technical proposal comprising:
  - I. Project data sheets & technical capacity of the bidder in the format set out in Appendix D, with supporting proofs as indicated in Clause 'Eligibility Criteria and Evaluation Methodology'
  - II. Technical presentation per guidelines prescribed in Appendix F
  - III. Affidavit (Appendix G) regarding the non-debarment by any State/Central Government or their agencies

### **Part II Submission**

- A. Financial proposal will be separately uploaded on the e-tendering website after dully filling the 'Bill of Quantities' Separate MS Excel sheet has been provided for the financial proposal (BOQ).
- B. The bidders will have to bid for the VGF amount they want to request from and percentage share in profit they offer to the GoUP /Invest UP. The maximum VGF a bidder can quote is INR 30 Crore.

Each page of the technical e-bid shall be numbered and signed by an authorized signatory of the bidder.

## **16 SUBMISSION OF E-BIDS**

The bidders should submit their bids online only in the 'Submission' module of the e-tender portal <https://etender.up.nic.in>. The bids shall be submitted only from the bid submission start date till the bid submission end date and time given in the e-tender portal <https://etender.up.nic.in>. Therefore, bidders are advised to submit the e-bids well in time.

The proposal, all correspondence and documents shall be written in English. In case of accompanying literature or brochures, etc. being in a language other than English, a certified translation should accompany the documents as part of the tender. All proposals and accompanying documentation will become the property of the Client and will not be returned. The bidders should submit their e-bid considering the server time displayed on the e-tender portal <https://etender.up.nic.in>. The server time is the time by which the e-bid submission activity will be allowed till the permissible time on the last/end date of submission of e-Bids indicated in the e-tender schedule. Once the e-bid submission date and time is over, the bidders cannot submit their e-bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-bid.

The procedure for submission of e-bids by the bidders on the e-tender portal <https://etender.up.nic.in> is already available on the portal and has also been explained in the tender document under 'Instructions for e-tendering' section.

## **17 LATE BIDS**

The server time indicated in the bid management window on the e-tender portal <https://etender.up.nic.in> will be the time by which the e-bids submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bids submission date and time is over, the bidder cannot submit his/her bid. Bidder has to start the e-bid submission well in advance, so that the submission process passes off smoothly. The bidder only, will be held responsible if his/her e-bids are not submitted in time due to any reasons.

It shall be deemed that prior to the submission of the proposal, the bidder has:

- Made a complete and careful examination of terms and conditions/requirements, and other information as set forth in this tender document
- Received all such relevant information as it has requested from the Client
- Made a complete and careful examination of the various aspects of the project

The Client shall not be liable for any mistake or error or neglect by the bidder in respect of the above.

## **18 WITHDRAWAL AND RESUBMISSION OF E-BIDS**

**Withdrawal:** At any point of time, a bidder can withdraw his/her e-bids submitted online before the e-bids submission end date and time. For withdrawing, the bidder should first log in using his/her login ID and password and subsequently by his/her digital signature certificate on the e-procurement portal <https://etender.up.nic.in>. The bidder should then select 'My Bids' option in the 'Bid Submission' menu. The page listing all the bids submitted by the bidder will be displayed. Click 'View' to see the details of the bid to be withdrawn. After selecting the 'Bid Withdrawal' option, the bidder has to click 'Yes' to the message "Do you want to withdraw this Bid?" displayed in the 'Bid Information' window for the selected bid. The bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the 'Submit' button. The bidder has to confirm again by pressing 'Ok' button before finally

withdrawing his / her selected bid. Once the bidder has withdrawn his/her bid he/she cannot re-submit this bid again.

**Resubmission:** The bidder can resubmit his/her e-bids as and when required till the bid submission end date and time. The new bid will replace the e-bids submitted earlier. The payment made by the bidder earlier will be used for revised e-bids and the new bid submission summary generated after the successful submission of the revised e-bids will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her login ID and password and subsequently by his/her Digital Signature Certificate on the e-tender procurement portal <https://etender.up.nic.in>. The bidder should then select 'My Bids' option in the 'Bid Submission' menu. The page listing all the bids submitted by the bidder will be displayed. Click 'View' to see the details of the bid to be resubmitted. After selecting the 'Bid Resubmission' option, click 'Encrypt & Upload' to upload the revised e-bids documents by following the methodology provided in clause submission of e-bids above.

The bidders can submit their revised bids as many times as possible by uploading their e-bids documents within the scheduled date & time for submission of e-bids. No e-bids can be resubmitted subsequently after the deadline for submission of e-bids. The Client may, in exceptional circumstances, and at its sole discretion, extend and amend the above proposal due date by issuing a corrigendum.

#### **19 RECEIPT AND OPENING OF E-BIDS**

Bidders are advised to submit their e-bids in 'Two-packet' system with technical and financial bids separately on e-tender portal. Please note that the financial bid must not be quoted in the technical bid. The financial bid must only be quoted in the BOQ. On receipt on the e-Tender portal, the technical proposals will be opened by the Bid Evaluation Committee (BEC) members in the office of Invest UP, Lucknow.

The Client will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend on the date and time mentioned in the 'Notice Inviting Tender'. The bidder's representatives who are present shall record their attendance on the attendance sheet. In the event of the specified date of e-bid opening being declared a holiday for the purchaser, the e-bids shall be opened at the appointed time and place on the next working day. The bidder's names & the presence and other details as the purchaser at its discretion may consider appropriate, will be announced at the opening of the e-bids. The names of such bidders not meeting the qualification requirement shall be notified subsequently.

After the evaluation of the technical e-bids, the Client shall notify those bidders whose e-bids were considered non-responsive to the conditions as mentioned in this tender document and not meeting the qualification requirements indicating that they did not technically qualify for selection as the agency for this project. The Client will simultaneously notify on the e-tender portal <https://etender.up.nic.in>, whose technical e-bids were considered acceptable and have been shortlisted for the presentation and opening of their financial e-bids. The Client reserves the right to reject any proposal not submitted on time and which does not contain the information/documents as set out in this tender document. To facilitate evaluation of proposals, the Client may, at its sole discretion, seek clarifications in writing from any bidder regarding its proposal.

## **20 EVALUATION**

The criteria for pre-qualification, technical evaluation and selection of bidders are set out under Section 'Eligibility Criteria and Evaluation Methodology'. As part of the evaluation, the Part I – Technical Submission shall be checked for responsiveness with the requirements of the tender document and only those proposals which are found to be responsive would be further invited to give a presentation in accordance with the criteria set out in this tender document.

Part I – Submission would be considered to be responsive if it meets the following conditions:

1. The amount towards the tender fee and EMD has been received on or before the proposal due date including any extension thereof.
2. It is signed and marked as stipulated in Clause 'Format and signing of e-bids' and 'Submission of e-bids'. It contains all the information and documents including proof of deposit of tender fee and EMD as requested in the tender document.
3. It contains information in formats specified in this tender document.
4. It conforms to the bid validity period as set out in the tender.
5. It provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by the Client without communication with the bidder). The Client reserves the right to determine whether the information has been provided in reasonable detail.
6. There are no inconsistencies between the proposal and the supporting documents.
7. The e-bid document shall be properly indexed with page numbers.

A proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

1. which affects in any substantial way, the scope, quality, or performance of the assignment, or
2. which limits in any substantial way, inconsistent with the tender document, the Client rights or the bidder's obligations under the work order, or
3. which would affect unfairly the competitive position of other bidders presenting substantially responsive proposals.

The responsive proposals shall be evaluated as per the criteria set out in Section 'Eligibility Criteria and Evaluation Methodology'.

Quality cum Cost-Based Selection (QCBS) method shall be adopted for selection of the agency, which has been fully described in Section 'Eligibility Criteria and Evaluation Methodology' of this tender document. The bidder achieving the highest combined technical and financial score will be considered to be the successful applicant and will be invited for negotiations, if required before the final contract signing (the "Successful Applicant").

In case there are two or more bidders with the same combined score, the Client may in such case call all such bidders for negotiations and select the preferred bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of the Client.

The Client reserves the right to reject any proposal, if:

1. At any time, a material misrepresentation is made or discovered; or
2. The bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the proposal.

3. In the event of acceptance of the proposal of the preferred bidder, the Client shall declare the preferred bidder as the successful bidder. The successful bidder(s) shall be issued the work order on priority.

## **21 PERFORMANCE SECURITY**

The successful bidder shall at his own expense will deposit with the Client, within 10 (ten) days after the receipt of notification of award of the Letter of Intent (Work Order) from the Client, an unconditional and irrevocable Performance Bank Guarantee (PBG) amounting to 10% of the VGF from a scheduled commercial bank acceptable to the Client, payable on demand, for the due performance and fulfilment of the agreement by the bidder. All incidental charges whatsoever such as premium, commission, etc. with respect to the performance guarantee shall be borne by the bidder. The performance guarantee shall be valid at least for six months post completion of the project satisfactorily. Subject to the terms and conditions in the performance bank guarantee, at the end of 6 (six) months, the performance bank guarantee may be discharged/returned by the Client upon being satisfied that there has been due performance of obligations of the bidder under the agreement. However, no interest shall be payable on the performance guarantee.

Failure of the successful bidder to comply with the requirements of clause performance security shall constitute sufficient grounds for the annulment of the Work Order/LoA and forfeiture of the EMD. In such an event, the Client reserves the right to:

- a) Either invite the next best bidder to match with the financial proposal of the successful bidder, or;
- b) Take any such measures as may be deemed fit in the sole discretion of the Client, including annulment of the bidding process and blacklisting of the firm from the Client for any future work.

Notwithstanding anything contained in this tender document, the Client reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all proposals, at any time without any liability or any obligation for such rejection or annulment. The bidding process shall be governed by, and construed in accordance with, the laws of India and the courts in Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and or in connection with the bidding process.

## **22 CONFLICT OF INTEREST**

The Promoter shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Bidder and its affiliates shall not engage in activities that conflict with the interest of the Invest UP under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. It should be the requirement of the contract that the Bidder should provide professional, objective and impartial advice and at all times hold Invest UP's interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to Invest UP, or that may place them in a position of being unable to carry out the assignment in the best interest of Invest UP. Without limitation on the generality of the foregoing, Bidder shall not be hired, under the circumstances set forth below:

1. **Conflict between assigned works and services:** A Bidder that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be



disqualified from providing services related to those goods, works or services. Conversely, a Bidder concern hired to provide services for the said event and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.

2. **Conflict among assignments:** Neither Bidder (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Providers.
3. **Relationship with Employer's staff:** Bidder (including their personnel and sub-vendors) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of Agency's work.

### **23 INTELLECTUAL PROPERTY RIGHTS**

Invest UP shall remain the owner of all the content conceptualized, created, and implemented by the Promoter under this RFP. All intellectual property rights in the content whether in tangible or intangible form shall belong to Invest UP and the Promoter has no right to assign, licence, sell, or use any content conceptualized, created and implemented under this RFP and/or accompanying Agreement to any third party under any circumstances.

### **24 UNFAIR COMPETITIVE ADVANTAGE**

Fairness and transparency in the selection process require that Bidders or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the request for proposals and all information would be made available to all short-listed bidders together.

### **25 CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising Invest UP in relation to, or matters arising out of, or concerning the Selection Process. Invest UP will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. Invest UP 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 Invest UP.

The Event Management Agency and its Personnel shall not, either during the term of contract or within two years after the expiration or termination of the Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by Invest UP to the Event Management Agency, and a Personnel of Event Management Agency any information provided by or relating to Invest UP, its technology, technical processes, business affairs or finances or any information relating to the Invest UP's employees, officers or other professionals or suppliers, customers, or contractors of Invest UP; and any other information

which the Event Management Agency is under an obligation to keep confidential in relation to the assignment, the Services or the Agreement ("Confidential Information"), without the prior written consent of Invest UP.

Notwithstanding the aforesaid, the Event Management Agency, and its Personnel may disclose Confidential Information to the extent that such confidential Information:

- a) was in the public domain prior to its delivery to the Event Management Agency and its Personnel or becomes a part of the public knowledge from a source other than the Event Management Agency, and its Personnel
- b) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that before any such disclosure, the Event Management Agency, shall give Invest UP, written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment

## **26 FORCE MAJEURE**

1. If the Event is excluded from the FIM Grand Prix World Championship Calendar in any year, or if it cannot proceed due to Force Majeure occurring before scrutineering and sporting checks, this Agreement shall be null and void for that year, without liability to either party, except for continuing liabilities for other years under this Agreement.
2. "Force Majeure" includes events beyond parties' control such as strikes, civil strife, natural disasters, and governmental actions affecting Event staging.
3. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, 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 the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
4. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
5. Invest UP will decide the eventuality of Force Majeure which will be binding on both the parties.

**No Breach of Agreement:** The failure of a Party to fulfil any of its obligations shall not be considered to be a breach of, or default under, the Agreement 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 of the Agreement.

### **Actionable Measures:**

1. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
3. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

**Payments:** During the period of its inability to perform the Services as a result of an event of Force Majeure, the Event Management Agency shall be entitled to be reimbursed for costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by Invest UP. The Agency will have to provide proper justification and certificate from their auditors for such expenses on the format as may be decided by Invest UP.

**Consultation:** Not later than thirty (30) days after the Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## **27 SUSPENSION OF AGREEMENT**

Invest UP may, by written notice of suspension to the Event Management Agency, without any obligation (financial or otherwise) suspend all the payments to the Event Management Agency hereunder if the Event Management Agency shall be in breach of the Agreement or shall fail to perform any of its obligations under the Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Event Management Agency to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Event Management Agency of such notice of suspension.

## **28 TERMINATION OF AGREEMENT**

Invest UP may terminate the Contract in whole or part without assigning any reason if:

- a) The qualified Bidder fails to perform any of the obligation(s) under the Contract.
- b) If the Bidder is in material breach of the representations and warranties contained in their bid.

The termination of contract shall be made by prior written notice of default sent to the Bidder. The bidder is not authorized to terminate the agreement before its maturity.

## **29 DISPUTE RESOLUTION**

**Amicable Settlement:** The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or the interpretation thereof. In the event of a dispute, differences or claim arises in connection with the interpretation or implementation of the agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

**Arbitration:** In case any dispute is not resolved as per the condition of the tender, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996 and amendments thereof. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by Invest UP and other appointed by Event Management Agency and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996 and amendments thereof. Arbitration proceedings shall be conducted in and the award shall

be made in English language. Arbitration proceedings shall be conducted at Lucknow and following are agreed:

1. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
2. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)
3. When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under the Agreement.

### **30 INDEMNITY**

1. The completion period of the entire work shall be as per the dates specified for the Event; this shall be deemed to be the essence of the contract. The time limit specified above and as approved in writing by Invest UP, shall be strictly adhered to and followed. Liquidated Damages will be applicable, on the entire value of the contract. In case of delay in completion of a specific job beyond the date of completion given by the Applicant and accepted by Invest UP, unless extended by Invest UP in writing, penalty would be at the rate of 1% of the VGF for delay of each day taken by the Applicant, subject to maximum of 5% of the VGF.
2. In case of observance of delay to deliver the work within stipulated time-limit, and if felt by Invest UP about the non-competence of the bidder to complete the work; Invest UP reserves the right to terminate the contract and get all the jobs or the delayed job completed through another agency of its choice. Any extra loss/cost that Invest UP will have to incur for completion of the balance job/s through another agency will be recovered from the initial contracting agency's account, Security deposit, etc.
3. Moreover, Invest UP shall be entitled to all other legal proceedings as may be required for shortfalls in recovery.

### **31 MISCELLANEOUS**

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

Invest UP, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

1. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
2. consult with any Bidder in order to receive clarification or further information;
3. retain any information and/or evidence submitted to Invest UP by, on behalf of and/or in relation to any Bidder; and/or
4. independently verify, disqualify, reject and/or accept all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Proposal, the Bidder agrees and releases Invest UP, 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 herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

### **32 ELIGIBILITY CRITERIA AND EVALUATION METHODOLOGY**

Bidders which are registered on the e-tender portal are eligible to participate in this e-tendering process. E-bids submitted by any other bidders will be treated as non-responsive and will not be considered against this e-bid. New bidders who wish to participate should initiate new registration on the e-tender portal to be able to participate in the process.

#### **1. Pre-Qualification Criteria**

Note: Qualitative comparative evaluation of work credentials amongst the participating bidders may be applied. Work credentials will be considered as on last date of submission of e-bids. Since the characteristics of the project is special in nature and is being desired for a marquee event, the Client will perform sufficient analysis & checks on the technical capability/credentials of the bidders and comparison for each of the projects suggested by the bidder. Evaluation will be finally based on the decision of Client.

S. No.	Criteria	Documentary Evidence
1.	The bidding entity should be a registered entity with minimum 10 years of existence on the day of the submission of e-bid.	<ul style="list-style-type: none"> <li>➤ Duly registered copy of Partnership Deed/MOA of the Company/Certificate of Incorporation/ Registration Certificate of the firm /Company/Agency in the country of origin (as per law of the country origin).</li> <li>➤ Valid PAN, TIN (Taxpayer Identification Number)/TAN (as per law of the country origin)</li> <li>➤ Other relevant documents supporting their incorporation status</li> </ul>
2.	<p>The bidding entity must have minimum Average Annual Turnover of at least Rs. 200 Cr. in last 3 financial years from 2021-2024 (i.e. 2021-22, 2022-23 and 2023-24).</p> <p>(Turnover of sister concerns/ affiliates will not be considered)</p>	<ul style="list-style-type: none"> <li>➤ CA certificate (original) Audited balance sheets for any three financial years from 2021-2024 (i.e. 2021-22, 2022-23 and 2023-24) to support the claim</li> </ul>

3.	<p>The bidding entity must Average Annual Net Worth of the company to be at least Rs. 50 Cr. in last 3 financial years from 2021-2024 (i.e. 2021-22, 2022-23 and 2023-24).</p> <p>(Net worth of sister concerns/ affiliates will not be considered)</p>	<ul style="list-style-type: none"> <li>➤ CA/Auditor certificate certifying the net worth for any three financial years from 3 financial years from 2021-2024 (i.e. 2021-22, 2022-23 and 2023-24).</li> </ul>
4.	<p>Prior experience of hosting at least 2 large scale sporting event or similar events showcasing organizational capabilities in last 5 years.</p>	<ul style="list-style-type: none"> <li>➤ LoA/Agreement/Contract/Work order/Completion certificate, duly certified by the authorized signatory of the bidding company</li> <li>➤ Appendix D (Project Data Sheet) for each of the project with all listed details. In any case, projects for which Appendix D is not submitted will not be considered. Appendix D must clearly indicate the scale of event, presence of dignitaries, event scope, actual delivery to establish the fulfilment of the criteria.</li> <li>➤ Any other promotional material or literature to be enclosed in support of projects</li> </ul>
5.	<p>The bidding entity must not be blacklisted, terminated, debarred by any State or Central Government or their agencies and should not have been found guilty of any criminal offence by any court of law, in the last seven (7) years.</p>	<ul style="list-style-type: none"> <li>➤ Affidavit (Appendix G format only) by the authorised signatory</li> </ul>

The agency who fulfils the above pre-qualification criteria will be considered eligible bidder. Failure to comply with pre-qualifications criteria shall render the bidder ineligible. The technical and financial proposal of in-eligible bidder shall not be considered.

## 2. Technical Evaluation Criteria

S. No.	Evaluation Criteria	Score
1	Relevant Experience	70
1.1	The bidding entity should be a registered entity with minimum 10 years of existence on the day of the submission of e-bid.	20

	<p>Marking:</p> <p>10 Years – 12 Years of existence – 10 Marks  12 Years – 15 Years of Existence – 12 Marks  15 Years – 18 Years of Existence – 15 Marks  18 Years – 20 Years of Existence – 18 Marks  20 Years + Existence – 20 Marks</p>	
1.1	<p>A minimum Average Annual Turnover of at least Rs. 200 Cr. in last 3 financial years from 2019-2024 (i.e. 2021-22, 2022-23 and 2023-24).</p> <p>Marking:</p> <p>INR 200-250 Crore: 10 marks  INR 250-300 Crore: 15 marks  INR 300 Crore+: 25 marks</p> <p>Documentary Evidence:</p> <ul style="list-style-type: none"> <li>• CA certificate (Original)</li> <li>• Audited balance sheets for any three financial years from 2022-2024 (i.e. 2021-22, 2022-23 and 2023-24) to support the claim</li> </ul>	25
1.2	<p>Prior experience of hosting at least 2 large scale sporting event or similar events showcasing organizational capabilities in last 5 years.</p> <p>Marking:</p> <p>2&lt;=No. of Sports/<i>similar scale</i> Events conducted&lt;4: 10 marks  4&lt;=No. of Sports/<i>similar scale</i> Events conducted&lt;5: 10 marks  5&lt;=No. of Sports/<i>similar scale</i> Events conducted: 25 marks</p> <p>Documentary Evidence:</p> <ul style="list-style-type: none"> <li>• LoA/Agreement/Contract/Work order/Completion certificate, duly certified by the authorized signatory of the bidding company</li> <li>• Appendix D (Project Data Sheet) for each of the project with all listed details. In any case, projects for which Appendix D is not submitted will not be considered</li> <li>• Any other promotional material or literature to be enclosed in support of projects</li> <li>• Appendix D must clearly indicate the scale of event, presence of dignitaries, event scope, actual delivery to establish the fulfilment of the criteria</li> </ul>	25
2	Technical Presentation	30

2.1	Technical Presentation to the Committee on the understanding of the project, capability for organizing event, Institutional tie-ups, manpower availability, assets availability, sports event/ similar kind of event organizing experience, design proposed for the event, concept for business conclave, presentation of overall ambience for the venue, the complete work flow of organizing of Moto GP, media and promotional plan, use of IT, Innovativeness of organizing event. The guideline for presentation is given in Appendix F	30
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**Note:** Each page of the technical bid, including all the supporting documents and Appendix must be signed at the authorized signatory of the bidding entity and stamped.

The technical score (Pe) for the technical proposal will be the arithmetic sum of the marks assigned to the bidders under each of the parameters listed above. **The bidder is required to achieve a minimum technical score of 70 marks (benchmark score) for opening of financial bids.**

### 3. Evaluation Methodology

The financial proposals shall be given scores as follows:

- 25% weightage will be given to percentage shared in profit. The bidder offering the highest percentage share will get the maximum marks. The formulae for this calculation will be: Share in Profit Score (SPf) = 100 X Percentage offered by Bidder/Highest Percentage offered.
- 75% weightage will be given to VGF requested. The bidder requesting least VGF will get the maximum marks. The formulae for this calculation will be: Viability Gap Funding Requested Score (VGFr) = 100 X Lowest VGF Requested/VGF Requested by the bidder.
- The final financial score will be calculated as (Pf) = 25% of SPf + 75% of VGFr

The composite score shall be computed as follows:

- Composite score = (Pe x 0.70) + (Pf x 0.30)

The **evaluation methodology will be based on quality and Cost Based Selection Method (Q.C.B.S.), with 70% weightage on technical score and 30% weightage on financial score.** The bidder obtaining the highest composite score would be declared as the Promoter.

**Note:** Bidders are advised that Selection will be entirely at the discretion of Invest UP. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given. Any information contained in the Proposal shall not in any way be construed as binding on Invest UP, its agents, successors or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it.

**Note:** Submission of forged documents will also result in summary rejection of the bid.

Important note: E-bid should comprise of following sections:

- I. Technical Bid
- II. Financial Bid

Both the bids must be submitted separately on the e-tender portal <https://etender.up.nic.in>. The financial quote must not be quoted in the technical bid. The prices should be quoted in the financial bid only.



### **33 FRAUD AND CORRUPT PRACTICES**

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 entire project duration. Notwithstanding anything to the contrary contained herein, or in the LoA, the Client may reject a bid, withdraw the LoA, or terminate the association with the Promoter, as the case may be, without being liable in any manner whatsoever to the bidder, if it determines that the bidder, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the authority shall be entitled to forfeit and appropriate performance security, as damages, without prejudice to any other right or remedy that may be available to the Client under the bidding documents and/or the LoA, or otherwise.

Without prejudice to the rights of the Client under the clause 'Fraud and corrupt practices' hereinabove and the rights and remedies which the Client may have under the LoA, or otherwise if a bidder, is found by the Client 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 project duration, such bidder shall not be eligible to participate in any tender or RFP issued by the Client for a period of 2 years from the date such bidder, is found by the authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this clause 'Fraud and corrupt practices', 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 Client 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 or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) save and except as permitted under the clause 'Performance security' (B) of this tender, engaging in any manner whatsoever, whether during the bidding process or after the issue of the LoA or during the project duration, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a legal, financial or technical adviser of the Client 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 Client 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.

### 34 Penalties

The Promoter shall at all times during the Framework Period comply with the Scope of Work and achieve the Scope of Work targets set out in this document.

Failure to do so will be subject to penalties as per listed below. Items not listed below but agreed on in the document above will also be subject to a penalty in case of performance failure.

N#	Scope of Work – Related Incident	Penalty
1	Failure to deliver the works, services, and Deliverables subject to the Bidder’s Contract/ Agreement.	Upto 25% of VGF
2	Delay in delivering the works, services and deliverables subject to the Bidder’s Contract/ Agreement according to the agreed schedule approved .	Upto 25% of VGF
3	Non-delivery of works, services and deliverables subject to the Bidder’s Contract/ Agreement according to the agreed specifications and standards.	Upto 25% of VGF
4	Failure to provide all the equipment as per the Bidder’s Contract/ Agreement.	Upto 25% of VGF
5	Failure to provide the agreed number of trained/ qualified personnel as per the Bidder’s Contract/ Agreement.	Upto 25% of VGF
6	Failure to respond to corrective measures within two working days of the date of notification from Invest UP and/or Dorna.	Upto 25% of VGF
7	Failure to provide proper PPE - safety uniforms and shoes to the staff.	Upto 25% of VGF
8	Failure to provide credentials and other evidence proving the solvency and financial stability of the Service Provider and the application of business ethics, sustainability, cybersecurity and data protection infrastructure.	Termination & Upto 50% VGF
9	Failure to submit the post-event report in accordance with the requirements of Invest UP and/or DORNA representative, the deliverables that have already been submitted corresponding to the bill of quantities, within 10 days from the date of completion of the works.	Upto 25% of VGF
10	Failure to comply with the reporting lines of communication and communication channels between the Service Provider and other stakeholders,	Upto 25% of VGF
11	Non-compliance with the reporting forms agreed on a weekly/monthly basis.	Upto 25% of VGF

12	Display any logos without the consent of Invest UP and/or DORNA.	Upto 25% of VGF
13	Non-compliance with Invest UP and/or DORNA policies regarding the approval of entry permits.	Upto 25% of VGF

## **Appendices**

### **Appendix A-**

#### **Cover Letter for Bid**

**(To be submitted on the letterhead of the bidder)**

**The Chief Executive Officer,**

Invest UP,  
6<sup>th</sup> Floor,  
Gomti Nagar,  
Lucknow-226001

**Sub: Selection of a Promoter Agency for Conceptualizing, Organising and promoting the MotoGP event in India**

Dear Sir,

1. With reference to your RFP document dated....., we, having examined the Bidding Documents and understood their contents, hereby submit our Proposal for the aforesaid Assignment. This proposal is unconditional.
2. All information provided in the **Proposal** and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for undertaking the Assignment.
4. We shall make available to the Invest UP any additional information it may find necessary or require to supplement or authenticate the Bid.
5. We acknowledge the right of the Invest UP to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that, we have neither failed to perform on any contract, as evidenced by judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part nor blacklisted nor debarred by any state/ central Government or their agencies including Central/State Level Public Enterprises.
7. We declare that:
  - A. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Invest UP.
  - B. We do not have any conflict of interest in accordance the RFP document;
  - C. 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 proposal issued by or any agreement entered into with the Invest UP or any other public sector enterprise or any government, Central or State; and
  - D. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the RFP document.
9. We understand that, in case of any fact found false, the proposal shall be treated as cancelled even after award of LoA.
10. We declare that we are not a member of any other firm submitting a Proposal for the Assignment.
11. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
12. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. 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.
14. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Invest UP of the same immediately.
15. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Invest UP in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Assignment and the terms and implementation thereof.
16. In the event of our being declared as the successful Bidder, we agree to enter into an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
17. We have studied all the Bidding Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Invest UP or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
18. The Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
19. We agree and understand that the Proposal is subject to the provisions of the Bidding Document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.
20. We agree to keep this offer valid for 180 (One hundred eighty) days from the Proposal Due Date specified in the RFP.
21. We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours faithfully,

Date: (Signature of the Authorized signatory)

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

Name and seal of Bidder

**Appendix B –**

**Organisational Profile:**

**FORM-I**

**Details of Bidder**

(On the letterhead of the bidder)

1.	Name of the project	Promoter Agency for Conceptualizing, Organising and promoting the MotoGP event in India	
2.	Name of the bidder firm		
3.	Domicile of Firm	Indian/Foreign	
4.	Registered Office	Address (With Pin Code)	
		Telephone Nos. (With STD/ISD Code)	
		Fax Nos. (With STD/ISD Code)	
		E-mail ID	
		Website	
5.	<p>➤ Duly registered copy of Partnership Deed/MOA of the Company / Certificate of Incorporation/ Registration Certificate of the firm /Company/Agency in the country of origin (as per law of the country origin). (Copy to be Enclosed)</p>		
6.	<p>➤ Valid PAN, TIN (Taxpayer Identification Number)/TAN (as per law of the country origin) (Copy to be Enclosed)</p>		
7.	Name and designation of the Chief Executive of the firm		

8.	Name and designation of the authority that is authorized to sign the e-Bid document	
9.	Cost of tender (Details of the Payment) EMD amount (Details of the Payment)	
9.	Other Eligibility documents attached:	
9 A.	Documents in evidence of Past Experience	
9 A I.	List of important clients	
9A II.	Proof of such association like accreditations, memberships and certificates from important past clients	

**FORM-II**

Management/Supervisory Personnel and Labour Resources.

(On the letterhead of the bidder)

Promoters shall provide a list of key personnel, including names, proposed to manage the works package.

Position	Name of Proposed Representative
Project Director	
Project Manager	
Project Supervisor(s)	
Key Technical Discipline Lead(s)	
(Other – please list)	



**Appendix C-**

**Format for Power of Attorney for signing of proposal**

*(On stamp paper of INR 100/-)*

**POWER OF ATTORNEY**

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) 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 proposal for the **Selection of a Promoter Agency for Conceptualizing, Organising and promoting the MotoGP event in India** including signing and submission of all documents and providing information/ responses to Invest UP, representing us in all matters before Invest UP in connection with our proposal 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 always be deemed to have been done by us.

(Signature)

(Name, Title and Address)

I Accept

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney)

**Notes:**

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s). Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Event Management Agency.

In case the Proposal is signed by an authorized signatory on behalf of the bidder, a copy of appropriate resolution certified by company secretary conveying such authority may be enclosed in lieu of the power of Attorney.

**Appendix D-**

**Project Details:**

(To be used for providing additional information for past projects)

Name of the Firm: \_\_\_\_\_

Event Name:		Country
Project Location & Country:		Type of Event:
Name of Client		No. of Participants:
		Cost (Rs Crore):
Start Date (Month/Year)	Completion Date (Month/Year)	Approx. Value of Services (in INR):
Description of the Project:		
Description & Samples (if any) of Actual Services provided:		

This is to certify that the above information has been examined by us on the basis of Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company/Chartered Accountant to be enclosed in support of conducted summits and found correct.

(Signature, Address, Seal & Membership No. of Chartered Accountant) OR (Signature of the Authorized Signatory)

Note: Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company/Chartered Accountant to be enclosed in support of projects. In addition, samples of creatives, video links etc. also needs to be furnished as sought in individual eligibility criteria.

**Appendix E-**

**Financial Capacity of the Bidder**

(Chartered Accountant certificate, for any three consecutive financial years from 2021-2024 (i.e. 2021-22, 2022-23 and 2023-24))

Bidder:				
Financial Year	2021-22	2022-23	2023-2024	Average Annual Turnover
Annual Turnover				
Net Worth				

(Turnover of sister concerns/ affiliates will not be considered)

Name & address of Bidder:

**Instructions:**

The Bidder shall submit a Chartered Accountant certificate only. The certificate should mention:

1. CA certification regarding annual turnover for the last three financial years (2021-2024 (i.e. 2021-22, 2022-23 and 2023-24))
2. Net worth for the last three financial years (2021-2024 (i.e. 2021-22, 2022-23 and 2023-24)).

## **Appendix F-**

### **Guidelines for Technical Presentation**

Detailed presentation on the concept and execution plan for MotoGP Bharat at Buddh International Circuit, Greater Noida. It must include, but not limited to:

- Quality of Previous similar work
- EMA's vision with MotoGP Bharat-2025 and concept for Business Conclave of Invest UP
- Race organisation and operation plan.
- Media and Promotional plan
- Site layout plan, detailing each element of the event, area demarcation, access & navigation and structural requirements.
- Ambience décor & design theme for MotoGP Bharat-2025 event venue and all its elements (exterior & interior)
- Comprehensive infrastructure plan, including but not limited to, all hangers and its interior setup
- Design rendering for the entire venue and all its elements
- Overall branding plan, including but not limited to, venue branding plan (indoor and outdoor), VIP village, VIP Lounge and welcome gates, entry/exit points, walkways, all hangar, lounges, etc.
- Collateral and brand creative samples, including but not limited to, invitation card, car pass, delegate badges with lanyard, pen drive, etc.
- Emergency & security services plan, CCTV deployment, access routes, evacuation plan and all strategy related to the safety and security of the event
- Any other concept or innovative concepts to elevate the overall appeal of MotoGP Bharat-2025

**Appendix G:**

**Non-Debarment Affidavit**

(On stamp paper of INR 100/-)

Date:

To,

**The Chief Executive Office**

Invest UP,

6<sup>th</sup> Floor, Block A,

PICUP Bhawan,

Gomti Nagar,

Lucknow-

Reference: Selection of a Promoter Agency for Conceptualizing, Organising and promoting the MotoGP event in India

Dear sir,

I/We \_\_\_\_\_ hereby declare that statements, project documents, credentials, documentary evidence, financial statements and other tender documents in the proposal are true, authentic to the best of my/our knowledge. I/we have not incorporated any information not undertaken by us, in the proposal. I/We, for the purpose of the said RFP, have not forged, misrepresented & misled any information that has not been undertaken by us. For the purpose of the evaluation, Invest UP, has the right to verify the authenticity of the proposal submitted by us.

I/We fully understand that in case of furnishing any false documents or statements, forging, misrepresentation & producing misleading information in the proposal, and failure to abide by the terms and conditions of the tender, I/we are liable to any actions that may be taken against us by Invest UP.

I/We, also declare that I/We have not be blacklisted / terminated / debarred by any State or Central Government of any country or their agencies and have not been found guilty of any criminal offence by any court of law, in the last seven (7) years.

All abovementioned point is true, authentic to the best of my/our knowledge

Yours faithfully,

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

## **Appendix H:**

### **Additional Documents:**

- FIM STRC Standard for Circuits: Detail the requirements that are necessary for a circuit to be ready to host an event. They are updated from time to time by the FIM: <https://www.fim-moto.com/en/documents/view/2024-fim-standards-for-circuits>
- The Promoters Manual: This document is produced by Dorna and gives a list of obligations and requirements for the Promoter, including the necessities of Dorna and all the racing teams, rider, etc. It is updated from time to time by Dorna. <https://events.dorna.com/shared/folder/4A784EF1EA9A69489F778DB3B42CA6F2>

**Appendix I:**

**"Promoters Contract Form/Promoters Agreement (Draft)"**

**FIM GRAND PRIX WORLD CHAMPIONSHIP**

**YEAR**

**PROMOTERS CONTRACT**

**COUNTRY:**

**CIRCUIT:**

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BY AND BETWEEN**

- 1) **DORNA SPORTS, S.L.** a company incorporated in Spain as of Príncipe de Vergara, 183 ; 28002 MADRID with registered number ES B-84760800 (hereinafter referred to as "DORNA")
- 2) **INVEST UP** a society incorporated under the societies registration act of India with its registered office at 4<sup>th</sup> floor, A-Wing, PICUP Bhawan, Gomti Nagar, Lucknow – 226 010, with registered number: xxxxxxxx and represented by Mr. xxxxxxxxx. (Hereinafter referred to as **Invest UP**).

**AND**

- 3) \_\_\_\_\_ a company incorporated according to the laws of \_\_\_\_\_ whose principal place of business is at \_\_\_\_\_ with registered number \_\_\_\_\_ (hereinafter referred to as "THE PROMOTERS")

**WHEREAS**

- A. Pursuant to various agreements, in particular an agreement made as at 19th. December, 1994 between the Fédération Internationale Motocycliste ("FIM"), DORNA and others ("the Principal Agreement"), DORNA has the sole right (inter alia) to negotiate and enter into agreements regulating the promotion of Events of the FIM Grand Prix World Championship (formerly known as FIM Road Racing World Championship Grand Prix or FIM Circuit Racing World Championship Grand Prix) entered on the official FIM Grand Prix World Championship Calendar and counting for the FIM Grand Prix World Championship in various classes, it being understood that such agreements will govern exclusively the commercial and financial management of the Events.
- B. Invest UP is an organization of the State Government of Uttar Pradesh dedicated towards promoting and facilitating investment in the state, besides solving various problems of existing & up-coming industries.
- C. DORNA and Invest UP are each party to the EVENT HOSTING AGREEMENT dated as of the

4th of July 2024, by means of which DORNA granted Invest UP the hosting rights of a Grand Prix of MotoGP™ during the in the years 2025, 2026 and 2027 in Uttar Pradesh, together with certain other rights and/or services.

- B.** THE PROMOTERS wish to promote the Event (as hereinafter defined) at an homologated circuit in India/ Uttar Pradesh (hereinafter referred to as "the Circuit" and which expression shall include all areas within the boundaries or confines thereof from time to time) and the parties wish to record their agreement in that regard on the terms and conditions hereinafter set out.

**ACCORDINGLY, IT IS HEREBY DECLARED AND AGREED AS FOLLOWS:**

In this Agreement (including recitals and schedules) except where the context otherwise requires:

**"Circuit"** means the circuit known as Buddh International Circuit which expression shall be deemed to include all areas within the boundaries or confines thereof from time to time excluding any area within such boundaries or confines (i) over which the Promoters have no legal possession and (ii) in respect of which the Promoters do not give or receive any monies or other benefit of any kind for the use of such area.

**"Commercial Rights"** mean all the rights in and to the commercial exploitation of the Event, including but not limited those defined and described in Schedule 2 which are held by DORNA including (i) the right to retain all incomes derived from the exercise or exploitation of the Commercial Rights (or from each one of them individually) and (ii) the right to exercise such rights on behalf of its own and sole benefit in accordance with the conditions stated in Schedule 2 which, at all effects, form part of this Agreement.

**"Competitors"** means those Teams (all its personnel included) and riders who are validly entered for and accepted to take part in the Event;

**"Event"** means each and any Circuit Racing event scheduled to be held at the Circuit in any year during the Term, entered in the official FIM Grand Prix World Championship Calendar for that year and which counts for the FIM Grand Prix World Championship such event to include scrutineering, practice, qualifying (if any), Race and podium ceremony in any or all of the following classes or those which could substitute them, namely: Moto3™, Moto2™ and MotoGP™ class as defined in the Series Regulations (it being acknowledged that variations will occur to the Series Regulations from time to time pursuant to (and only pursuant to) the Principal Agreement with regard to the precise classification for each of the MotoGP™ class, Moto2™ class and Moto3™ class) together with such other (and only such other) races, events and on-track activities (if any) as DORNA may expressly approve or require from time to time;

**" FIM Grand Prix World Championship "** means the FIM Grand Prix World Championship (formerly known as FIM Road Racing World Championship Grand Prix or FIM Circuit Racing World Championship Grand Prix) organised and promoted in accordance with the DORNA's Promoters Manual and with the Sporting Regulations (which include: Technical Regulations, Medical Code, Disciplinary and Arbitration Proceedings and Circuit safety standards) referred to therein as supplemented or amended from time to time (hereinafter collectively referred to as the "Series Regulations"). The FIM Grand Prix World Championship is also know by its commercial name "MotoGP", which denomination and logo are validly registered trademarks property of DORNA.

**"Grand Prix"** means any and all of the events pertaining to the FIM Grand Prix World Championship.

**"Media Rights"** means with respect to the FIM Grand Prix World Championship and specifically to



the Event and all aspects thereof, the organization, management, production, recording, edit, broadcast, transmission, public communication or any form of commercial exploitation (for film, television, video, radio, internet and/or any other intangible or tangible support, means, technology and/or electronic media of any nature now known or thereafter invented) of all forms of sound, all forms of visual images, including without limitation moving picture images, and/or distinctive sensitive representation irrespective of how such sounds and/or images are or may be generated, created, recorded, preserved, reproduced, copied, created, received, distributed, made available, transmitted, broadcast, received or otherwise dealt with by any known or future means, modes, technology or media. For the avoidance of doubt, the term "moving pictures" in this Agreement (and in particular in this definition) shall be deemed to include any and all moving picture images and/or augmented or virtual reality images of any kind whatsoever, with or without sound, (together with any and all still pictures derived or capable of being derived therefrom) whether now or hereafter made or known, of any length or lengths, and impressed on or contained in any kind of material or any signal or electronic means capable of being originated, generated, stored, recorded, preserved, reproduced, received, transmitted, exhibited, put at disposal, broadcast or any other kind of transmission by any support, technology, media and/or means whatsoever now or hereafter known by any present or future means;

All rights in and to the Media Rights are held by DORNA including (i) the right to retain all incomes derived from the exercise or exploitation of the Media Rights (or from each one of them individually) and (ii) the right to exercise such rights on behalf of its own and sole benefit at its sole discretion.

**"Passes"** means any tickets, passes or credentials (excluding general admission or grandstand tickets available for sale to the general public and which grant a right of entry into the Circuit for the Event) which grant a right of entry (whether vehicular or pedestrian) into the Circuit and/or into any particular area(s) within the Circuit for or in connection with the Event (or any part thereof) (whether or not such tickets, passes or credentials also grant a right of entry to any other round of the FIM Grand Prix World Championship) and "Pass" means any single such ticket, pass or credential (excluding any general admission or grandstand ticket available for sale to the general public and which grants a right of entry into the Circuit for the Event);

**"Race"** means each and any race held during the Event in the MotoGP™ class, Moto2™ class and Moto3™ class and approved events/on-track activities;

**"Circuit Racing"** means motorcycle racing on permanent homologated race tracks in the context of a world championship in any class whatsoever including without limitation in the MotoGP™ class, Moto2™ class and Moto3™ class (or in any class or classes purporting to be MotoGP™ class, Moto2™ class and/or Moto3™ class) but excluding motorcycle racing in superbike and endurance categories as such categories are known and exist as at the date of execution of this Agreement.

**"the Term"** means the period commencing on the date upon which this Agreement comes into force pursuant to clause 48 and ending on the 31st. day of December 2027, subject to Clause 45

1. THE PROMOTERS will promote the Event and DORNA will arrange for no less than thirteen (13) motorcycles with thirteen (13) riders of an acceptable standard in the MotoGP™ class, Moto2™ class and/or Moto3™ class respectively to take part in the Event on the date set out in the official FIM Grand Prix World Championship Calendar in the years 2025, 2026 and 2027 in accordance with, the DORNA's Promoters Manual, and the Series Regulations. Regulations which THE PROMOTERS, expressly recognize, have received, examined and understood.

2. In consideration of the foregoing THE PROMOTERS warrant as follows:

- (A) that they have the sole and exclusive right subject only to any conditions that have already been notified in writing to DORNA to promote the Event in each year during the Term.
- (B) that they are in sole and exclusive possession of all the required rights, permits, licences and consents relating to the Circuit upon which the Event is to be held;
- (C) that they have applied for and obtained (or as the case may be will apply for and obtain) all licences permits and consents (including if such be the case Governmental consents) which are necessary for the Event to take place and that all such licences, permits and consents are or will be unconditional or subject only to such conditions as have already been notified in writing to DORNA and that they are or will not be subject to revocation;
- (D) that the Circuit will be ready for homologation by the FIM not later than 180 days before the first Event of the Term and not later than 90 days before each Event thereafter.
- (E) that they will be liable to pay for the Calendar Fee when requested by its National Federation.
- (F) that THE PROMOTERS shall be responsible for contracting all needed personnel to comply with its obligations under this Agreement. THE PROMOTERS hereby undertake and warrant that all the staff working and personnel hired and under THE PROMOTERS' instructions for the purpose of this Agreement will be legally employed according to the applicable labour legislation and covered by all necessary social insurance required in the territory where the Event is held.

THE PROMOTERS shall be responsible for and bear all costs involved in the contracting of all its employees or personnel hired for the purpose of this Agreement, such as salaries, professional licenses, taxes, insurance that cover any possible damage, illness and/or injury, or any other cost arising from the hiring of personnel according to the local legislation

THE PROMOTERS hereby undertake and agree to indemnify and keep indemnified and harmless DORNA, the FIM and/or any other entity involved in the organization and development of the Event, including its employees, representatives and directors, against all liability, proceeding, action, demand, claim howsoever arising from the contracting or hiring of THE PROMOTERS' employees or personnel required for the purpose of this Agreement and/or for any breach or default of PROMOTERS' obligations, either labour obligations or any other obligations whatsoever, in relation or towards to its employees or contracted personnel.

- (G) that the Event shall be deemed to commence at the scheduled time for scrutineering and sporting checks and shall end at the later of the time for the lodging of a protest under the terms of the Series Regulations and the time when a technical or sporting verification has been carried out under the Series Regulations after the last Race; and
- (H) that proper applications for the promotion and organisation of the Event shall be duly made (or have already been duly made as the case may be) for all and each of the years during the Term, in accordance with this Agreement, the DORNA's Promoters Manual and the Series Regulations and any other rules and regulations governing the FIM Grand Prix World Championship in force from time to time (if any other) and

further that the Event being a qualifying event for the FIM Grand Prix World Championship will be run strictly in conformity with the Series Regulations in all respects.

3. The track and layout of the Circuit and all equipment and facilities thereof and all safety measures, equipment and facilities employed for the Event shall comply in all respects with the Series Regulations.
4. THE PROMOTERS shall respect honour and strictly abide by all circuit safety standards contained in or otherwise applicable to the Series Regulations. Without limiting the generality of Clause 3 or the foregoing provisions of this Clause 4 and SAVE ONLY TO THE EXTENT otherwise expressly agreed between THE PROMOTERS and DORNA from time to time during the Term (if at all) THE PROMOTERS shall use its best endeavours to procure that any capital and/or recurrent works (including the obtaining and maintaining of any and all necessary consents, licences, rights, approvals, authorisations, permits and/or exemptions therefor) necessary to ensure compliance with the provisions of clause 3 and this clause 4 are carried out to the Circuit (including without limitation modifications to design, layout, surfacing and/or resurfacing of the track) and in accordance with any safety related resolutions and/or directions which might be issued from time to time and time shall be of the essence as regards THE PROMOTERS performance of its obligations herein.
5. THE PROMOTERS shall be responsible for the competence of any and all persons designated to fulfil positions of responsibility in the Event and must ensure they have received the appropriate training.
6. THE PROMOTERS will schedule and allocate all practice, warm up, qualifying and Race times strictly in accordance with the Series Regulations.
7. THE PROMOTERS will take whatever action is required to ensure that the Race starts and finishes punctually and that the podium ceremony for the Race is conducted strictly in accordance with the Series Regulations and time shall be of the essence in this regard.
8. THE PROMOTERS shall ensure that if one of the Competitor's motorcycles is abandoned by the rider on or adjacent to the track during the Event the Promoters will take whatever action is necessary to protect it from damage and will ensure that all spectators are kept at a safe and proper distance from it and that they are not in a position to interfere with it in any way.
9. THE PROMOTERS shall not employ members of the police or armed services in the role of pit marshals.
10. THE PROMOTERS shall ensure that any person who is not in possession of a valid and appropriate Pass does not have access to the Competitor's motorcycles and their equipment and Team support vehicles in any of the places where the Competitors' mechanics may be called upon to work on them and without prejudice to the generality of the foregoing ensure that there is at no time an obstruction to the free passage of the motorcycles and Team personnel in the pit or paddock area. Furthermore, THE PROMOTERS shall be responsible for any loss that may occur due to the unfulfilment of his obligations herein.
11. THE PROMOTERS shall take whatever action is necessary to ensure that the Circuit is open, to receive the Competitors and their equipment, in exclusivity, at all times as and from the Monday immediately prior to the Event and that the Circuit and in particular the track, pit, paddock, garage and VIP Village area is kept fully and properly secure and safeguarded at all times from midnight on such Monday until midnight on the Monday immediately following the Event and that within the aforementioned term sanitary assistance service shall be available at the Circuit. Furthermore, if so requested by DORNA, THE PROMOTERS will allow access to the paddock area to DORNA, the Competitors, the Service Companies and their equipments, from Friday immediately prior to the

Event at the Paddock just for installation purposes. If and when called upon to do so by DORNA, THE PROMOTERS shall make such arrangements as may be necessary to allow the Competitors to remain at the Circuit until the Tuesday immediately following the Event and that if so called upon to do so by DORNA to further maintain full and proper security of the Circuit from midnight on the Monday until midnight on the Tuesday immediately following the Event. It is acknowledged that if the final day of any Event is on any day other than Sunday the days referred to in this clause (or elsewhere in this Agreement) shall be adjusted accordingly.

12. THE PROMOTERS will provide all assistance necessary to enable customs clearance for the Competitors and their motorcycles and spares and ancillary equipment to take place without delay.
13. It will however be the responsibility of the Competitors to ensure that they are in possession of the proper customs documents.
14. THE PROMOTERS will ensure preference of access to competitors and Officials, for this purpose, THE PROMOTERS will in so far as the same is practicable provide an entrance for the accredited vehicles separate from the public entrance to the Circuit. Furthermore, THE PROMOTERS will ensure that the police and all personnel in charge of the access controls are familiar with MotoGP accreditations and will enforce their preference of access.

#### Deliverables/Activities to be executed by Promoter for Invest UP

- a. Business Conclave: Promoter on its own expense will organise a Business Conclave during organising India edition of Moto GP event, to showcase investment opportunities available in the State of Uttar Pradesh. It will be sole responsibility of Promoter to create/provide infrastructure and peripherals for organising this conclave as well as will invite relevant stakeholders from the industry in the Conclave. This Conclave will usually be a small session of about 60 (sixty) to 90 (ninety) minutes duration.
- b. Promoter will play an integral role in the organization and facilitation of Invest UP Business Conclave during each annual edition of the Moto GP event in India during the Agreement period. The Conclave will aim to initiate discussion with the various CEOs/ CXOs participating at the Moto GP event on the investment potential in the State of Uttar Pradesh and subsequently attract such investments, on a best effort basis. Promoter will take feedback from participating companies for their interest on investment and submit to Invest UP from time to time on as and when required basis.
- c. Business Conclave at international locations: Promoter to play an integral role in the organization and facilitation of Invest UP Business Conclave during each annual Moto GP edition at any one international location featured in the Moto GP calendar during the Agreement period. Invest UP will decide the locations based on the potential of the country/ location as a source of foreign investment. Promoter, through Dorna, will assist in organizing the Invest UP Business Conclave in one country every year over and above Business Conclave in India. Invest UP and Promoter, in consultation with Dorna, will decide a country agreeable to Invest UP as the location of such International Business Conclave. The cost for organizing such international conclave shall be borne entirely by Invest UP on actuals, and Promoter and Dorna shall be held harmless and indemnified of any such claims arising out of the organization of such international conclave.
- D. Presence on the Event: Promoter, commits to ensuring the presence of the Indian Grand Prix and consistent inclusion of the Invest UP Business Conclave during the Grand Prix of India in each year within the Term.
  - i. Participant Engagement: Promoter, along with Dorna, to facilitate the active participation of all prospective companies, Team Principals, and Manufacturers to participate in the MotoGP event in India and assist in initiation of dialogues with such companies during the Invest UP

Business Conclaves. Promoter will take feedback from participants and share with Invest UP to promote on social media for their interest on investment.

- ii. One-to-One Meetings: Promoter with the help of Dorna to take an active role in facilitating one-to-one B2G meetings with the key stakeholders who are keen on making substantial investments in the state of Uttar Pradesh. In addition to this personalized matchmaking, Promoter will ensure sharing of comprehensive contact information for all the major players involved in this endeavour.
- e. Inclusion in Event Materials: Invest UP's branding and participation to be included in all official event materials, wherever reasonably practicable.
- f. Economic & Media Impact: Economic and media impact report of the Indian Grand Prix to be released by Promoter in coordination with Dorna. Media Impact to be released within 10 days' post event and Economic impact to be released 30 days' post event. Promoter will ensure global publicity of the state and race via Dorna media channels.

15. THE PROMOTERS acknowledge and accept that the sole right to determine:

- (i) the design and layout of the pit, paddock, parking area, garage area of the Circuit and Race Control and Media/Press Centre, TV Compound for each Event to the extent necessary for DORNA to (a) allocate space therein amongst International and/or National Press, Event Officials, each of the Competitors, Teams, Dorna, their guests and their equipment and vehicles and (b) control access to any such areas and
- (ii) the supply and allocation of any and all Passes (including without limitation all Passes granting any right of access (whether vehicular or pedestrian) into the pit, paddock, garage area, track, Race Control areas, the areas allocated to the International and/or National Press and/or VIP Village area.

shall vest in and remain with DORNA (and/or such persons or organisations (if any) as DORNA may from time to time nominate for such purpose and advise THE PROMOTERS accordingly) and THE PROMOTERS agrees to abide by any reasonable directions of DORNA or its nominee as aforesaid in relation thereto.

- 16. THE PROMOTERS shall at all times uphold (and ensure the upholding of) the validity of all Passes and without limitation take whatever steps are necessary to ensure that all police and circuit officials are familiar with the Passes and uphold their validity.
- 17. THE PROMOTERS shall ensure that the paddock area, as determined by DORNA, is allocated to and made available free of charge for the Competitors, their motorhomes, support vehicles, service vehicles and catering arrangements approved by DORNA from the time of the Competitors arrival until midnight on the Tuesday immediately following the Event.
- 18. The PROMOTERS shall make available free of charge a grandstand area in which holders of passes may view the races. The minimum capacity of the viewing area must be sufficient for no less than 1000 persons.
- 19. THE PROMOTERS shall not attempt to restrict in any way the advertising normally displayed on or by the Competitors' motorcycles, riders, Team personnel, transporters or Team support vehicles unless such restriction is required pursuant to any applicable laws in force (if any) and the details of such laws have been notified in writing to DORNA prior to the execution hereof.
- 20. THE PROMOTERS shall not require the Competitors' motorcycles, riders, Team personnel, transporters or Team support vehicles to carry any advertising or promotional material additional

to that normally displayed.

21. Save as and to the extent required otherwise by law and subject to clause 46 herein, THE PROMOTERS will not cause or permit the display of any advertising (other than the advertising normally displayed on the Competitors' motorcycles, riders, Team personnel, transporters or Team support vehicles) within the Circuit or within view from the Circuit (to the extent that THE PROMOTERS are able by whatever lawful means available to them to control advertising which is outside the Circuit but within view from the Circuit) which (a) have not been approved by DORNA or (b) which might (in the reasonable opinion of DORNA which shall be final and binding upon the parties) cause the annulment of the broadcast of television pictures of the Event (or part thereof) unless and except where the express written approval of DORNA has first been obtained which approval may be given or withheld in the absolute discretion of DORNA).
22. Save as required otherwise by law or as otherwise mutually agreed in writing between DORNA and THE PROMOTERS from time to time if at all, THE PROMOTERS shall adopt and use (to the exclusion of all other names, titles, expression(s) and logo(s)) any and all official name(s), title(s), expression(s) and logo(s) pertaining to the FIM Grand Prix World Championship and the event respectively as determined by DORNA in and on any and all publicity and promotional material produced or reproduced by THE PROMOTERS or by their employees, agents or contractors in relation to the FIM Grand Prix World Championship and/or the Event.
23. THE PROMOTERS shall strictly abide by any and all rules and guidelines issued by DORNA (design manual) from time to time concerning the layout, design and use of any and all name(s), title(s), expression(s) and logo(s) pertaining to the FIM Grand Prix World Championship and/or the Event.
24. THE PROMOTERS shall procure that the Media/Press Centre at the Event shall carry only the official name(s) title(s) expression(s) and logo(s) of the FIM Grand Prix World Championship and the Event to the exclusion of all other name(s) title(s) expression(s) and logo(s) save and except that in respect of any and all material produced which contains or displays timekeeping data, information and/or results, such material shall in addition to the official name(s) title(s) expression(s) and logo(s) of the FIM Grand Prix World Championship also carry the name(s) and logo(s) of the official timekeeping and data processing companies.
25. THE PROMOTERS shall in respect of all timekeeping and electronic data processing for the Event use (and/or permit to be used) only the official timekeeping companies appointed for this purpose by DORNA (or appointed by such nominee as DORNA may select for such purpose from time to time) and THE PROMOTERS will afford such timekeeping companies all assistance prior to and throughout the Event and abide by any reasonable directions of DORNA as regards the provision of services, facilities and infrastructure for their use and without limiting the foregoing THE PROMOTERS shall make available as a minimum the services and facilities set out in Schedule 1 hereto;
26. THE PROMOTERS shall procure that all procedures and criteria issued by DORNA from time to time with respect to timekeeping and electronic data processing for the FIM Grand Prix World Championship and for the Event are adhered to in all respects.
27. THE PROMOTERS shall procure that any and all persons and organisations selling or offering for sale at the Circuit and its surrounding areas during the Event any goods or services shall produce to DORNA, upon demand, written evidence in a form satisfactory to DORNA in its absolute discretion that all goods or services that are sold or offered for sale under or with a trade mark, brand name or brand logo or other commercial name or logo other than those belonging to the person or organisation offering such goods or services for sale, are being sold with the express authority of the person(s) or company(ies) that have full rights (in so far as can be reasonably ascertained) to such trade mark, brand name, brand logo, commercial name or logo referred to. In the event that DORNA shall not be so satisfied by the evidence produced or in the event that the

person or company concerned fails for any reason to produce such evidence in compliance with this clause, THE PROMOTERS will procure that the relevant goods or services be withdrawn from sale immediately and removed from the Circuit forthwith and without limiting the foregoing, THE PROMOTERS will procure that it shall be a condition of any agreement pursuant to which a person or company has the right to sell or offer for sale goods or services at the Circuit during the Event that they understand and accept the provisions set out in this clause.

28. A) THE PROMOTERS shall arrange (at no cost to DORNA or the Competitors) for the provision of third party liability insurance insuring the international sporting Federation of the FIM Grand Prix World Championship ("the Federation"), DORNA, the International Road Racing Teams Association ("IRTA"), (or any other association or entity which may substitute the latter), the Competitors, all directors (or other officers) employees, agents, contractors riders and guests of DORNA and the Competitors against all risks (including but not limited to death of or injury to any person) for the whole period of the Event in an amount of not less than 10,000,000 Euros (or as amended from time to time as per the Series Regulations) per occurrence (including but not limited to death of or injury to any person) and valid from Monday 00:00am on Monday of the Event week until 24:00 hours on Monday after the Event. The insurers must be a company approved by DORNA and the terms and conditions of any policy or policies issued or proposed to be issued pursuant to this clause shall first be approved by DORNA whose approval shall not be unreasonably withheld. A copy of the relevant policy or policies shall be supplied to DORNA by THE PROMOTERS at least 60 days before the start of the Event.

(B) THE PROMOTERS will not make any claim whatsoever against the Federation, DORNA, IRTA (or any other association or entity which may substitute the latter), the Competitors (or any of them) or any director (or other officer) employee driver agent or guest of the Federation, DORNA, IRTA (or any other association or entity which may substitute the latter), the Competitors (or any of them) in respect of death of or injury to any person or loss or damage to any person suffered as a result of the riding or using of a motorcycle whether the same be caused or contributed to by the negligence of any person or by any breach of contract or by any other act or omission on the part of the Federation, DORNA, IRTA (or any other association or entity which may substitute the latter), The Competitors (or any of them) or any of their directors (or other officers) employees agents riders or guests.

C) THE PROMOTERS further agree to indemnify the Federation, DORNA, IRTA (or any other association or entity which may substitute the latter), the Competitors and their directors (and other officers) employees agents riders and guests against any action brought against them or any of them by any third party or the personal representatives of such third party or any relation or dependant of such third party as a result of the death to such third party or any injury loss or damage suffered by such third party as a result of the riding or using of a motorcycle belonging to the Competitors or any of them.

D) It is hereby mutually agreed that failure of THE PROMOTERS to comply with the terms of Clause 28 (A) hereof shall entitle DORNA to terminate this Agreement forthwith without prejudice to their rights to seek damages against THE PROMOTERS for any loss DORNA and the Competitors (or any of them) may have sustained as the result of such termination of this Agreement.

E) THE PROMOTERS accept that in so far as this Clause 28 is concerned DORNA contract for and on behalf of the Competitors (each for their own part) and their directors (and other officers) employees, agents, riders and guests and that this Clause 28 shall inure for their benefit.

29. (A) In consideration of DORNA performing their obligations as agreed herein, THE PROMOTERS hereby undertake to pay to DORNA an amount equal to €1,100,000 (one million one hundred thousand euros) for the year 2025 (the "Event Fee") and for the following year/s, 2026, 2027, such sum as indexed upwards annually by seven per cent (7%).

All the amounts to be paid by THE PROMOTERS under the Agreement are exclusive of VAT, GST or tax equivalent and, if applicable during the Term, any additional or substitute taxes, levies, impost, duties, fees or charges whatsoever in connection with the exercise of the rights hereby granted shall be paid by THE PROMOTERS.

Any payment under the Agreement shall be made by THE PROMOTERS in full, without any deduction or withholding (whether in respect of duties, taxes, charges, or otherwise however). If THE PROMOTERS are required by law to make a deduction or withholding from any payment under the Agreement, the amounts due to DORNA shall be increased by THE PROMOTERS to the extent necessary to ensure that, after making any such deduction or withholding, DORNA receives and retains an amount equal to the amount which it would have received if such deduction or withholding had not been required to be made.

(ii) It is agreed that any and all Commercial Rights and Ancillary Rights as defined in Schedule 2 herein together with the right to retain any and all income and revenue derived or capable of being derived from the exploitation of the Ancillary Rights (or any of them or any part thereof) shall vest with and belong to DORNA for its own use and benefit absolutely for exercise in accordance with and subject to the provisions of Schedule 2 which such provisions shall form part of this Agreement.

(B) Payment of the Event Fee pursuant to clause 29 (A) (i) shall be made by THE PROMOTERS to DORNA in the following instalments each year and time shall be of the essence:

- (i) Fifty per cent (50%) four (4) months before the Event; and
- (ii) Fifty per cent (50%) three (3) months after the Event

into such bank account as DORNA shall advise THE PROMOTERS from time to time.

(C) Nothing in this Agreement shall convey to THE PROMOTERS any right to produce, market and/or sell (or authorise the production, marketing or sale at, during or in connection with the Event) or to carry on or authorize promotions, promote the delivery of services or products free of charge, etc. (whether at or near the Circuit or otherwise) of any goods or products which incorporate, display or depict (or purport to so do) the name, logo or image of any Competitor, Team's motorcycle(s), rider(s) or participant(s) in the FIM Grand Prix World Championship or the Event, the relevant Grand Prix, and the FIM Grand Prix World Championship, and without limiting the foregoing, THE PROMOTERS warrant to DORNA not at any time during the Term to produce market and/or sell (or authorise the production, marketing or sale at, during or in connection with the Event) (whether at or near the Circuit or otherwise) of any goods or products which incorporate, display or depict (or purport to do so) the name, logo or image of any Competitor, Team's motorcycle(s) rider(s) or participant in the FIM Grand Prix World Championship or the Event, The relevant Grand Prix, and the FIM Grand Prix World Championship, without first having obtained the express prior written consent of the relevant Competitor, Team, rider or right holder, who shall have an absolute discretion whether to grant or refuse consent.

Notwithstanding the content of this clause 29 C) DORNA Grants THE PROMOTERS the right to display the Live Programme (that means the International Programme Feed, which includes the official timing, necessary graphics and most relevant information to the MotoGP and natural sound plus any on site fan engagement activities and advertising spots from DORNA and, upon request and subject to DORNA's approval, advertising from THE PROMOTERS and/or its partners) on giant screens located at the Circuit during the Event from Friday to Sunday throughout the Term only. The Live Programme will be produced by DORNA and cannot be modified, recorded or used for any other purpose.

The rights and images granted to THE PROMOTERS under this clause shall not be supplied,



transferred, assigned, licensed or sub-licensed to any third party under no circumstances.

In the event that THE PROMOTERS wish to use the Live Programme for other, it shall need previous written consent from DORNA. THE PROMOTERS will be the responsible of the technical set up to reach the Live Programme from the TV Compound and have it delivered to the giant screens.

- (D) Upon the arrival of the Competitors' motorcycles and their spares and ancillary equipment as well as of all the organizational material of all the parties involved at Indira Gandhi International Airport (New Delhi) (subject to the obtention of the relevant slot) ("the Landing") or at Port/harbour in our – ICD Delhi (inland container deport) (the Docking) THE PROMOTERS will transport them at its own cost from the arrival points to the Circuit and from the Circuit back to the departure points after the event. All ancillary costs including but not limited to airport/port taxes VAT, GST or equivalent taxes, customs clearance and custom duties, handling, storage, screening THC, loading and unloading both at the Landing and at the Circuit will be paid by THE PROMOTERS at THE PROMOTER's sole cost.

Sea shipments shipping terms:

DORNA will send all cargo according to CIF Port conditions (Incoterms applicable on the year of the Event)

DORNA will receive all cargo according to FOB Port conditions (Incoterms applicable on the year of the Event )

Air shipments shipping terms:

DORNA will send all cargo according to CIP Airport conditions (Incoterms applicable on the year of the Event)

DORNA will receive all cargo according to FCA Airport conditions (Incoterms applicable on the year of the Event )

- (E) THE PROMOTERS grant to DORNA on a non exclusive basis the right to reproduce, whatever the procedure or the device in which such reproduction takes place, (i) its official name and/or (ii) the layout of the track, to be used always together with the official denomination of the Event and/or the MotoGP™ logo. Moreover THE PROMOTERS grant to DORNA the right to use and/or licence on a non-exclusive basis the designs of the official materials produced for the Event (posters, fliers, trophies...).
30. THE PROMOTERS expressly acknowledge and accept that any and all rights in respect to the Media Rights in connection with the Event, including without limitation its organization, management, production, recording, edit, broadcast, transmission or any form of commercial exploitation, shall remain DORNA's sole and exclusive right/property.

THE PROMOTERS shall if and when called upon by DORNA to do so make it a condition of admission to the Circuit that all persons attending the Event for any purpose acknowledge and accept that exclusive right to control the origination and/or recording of all moving pictures (as hereinbefore defined) in, of and pertaining to the FIM Grand Prix World Championship and the Event vests with DORNA and that no moving pictures of the FIM Grand Prix World Championship or the Event shall be used by any person or organisation for or in connection with any public exhibition, broadcast, transmission or display or for any purpose except the private enjoyment of the person originating same without the prior written permission of DORNA first being obtained who shall have an absolute discretion whether to grant or refuse permission.

31. Except with the written permission of DORNA whose permission may be given or withheld in the absolute discretion of DORNA, THE PROMOTERS will not permit the making, recording, storing or transmitting (either directly or indirectly) of any form of sound, broadcast, television or of any moving pictures whatsoever of or pertaining to the Event (or any part thereof) or of the Competitors (or any of them) or of any motorcycles or riders at the Circuit or any part of it or within or near its

surroundings over which THE PROMOTERS have control nor allow any sound recording to take place in any of the said places, PROVIDING ALWAYS that nothing in this clause 31 shall prevent any person attending the Event from originating amateur video recordings of the Event solely for his/her private enjoyment at the areas specifically designated for that purpose.

32. DORNA shall be entitled to give permission to such persons as they see fit to access the Circuit and use its facilities in order to make sound or electronic media or television or recordings or transmissions or to make or record films or moving pictures whatsoever of or pertaining to the FIM Grand Prix World Championship or the Event (or any aspect thereof) and THE PROMOTERS shall accord such persons all such assistance and facilities that they or DORNA may reasonably require for such purposes including (if and when called upon by DORNA to do so) the supply and installation at no cost to DORNA of no less than 34 television and radio commentary booths overlooking the start/finish line (or as near as practicable thereto) each fully equipped for two (2) persons with headsets, microphones, TV monitors, timekeeping monitors and all necessary feeds and wiring. THE PROMOTERS shall allocate the use of such commentary booths to (and only to) those persons and organisations expressly approved by DORNA in writing and on such terms as advised by DORNA.
33. If called upon to do so by DORNA, THE PROMOTERS shall arrange for the Circuit to be made available to the Competitors (at no cost to the Competitors or DORNA) for a two-day testing session on such dates as DORNA shall nominate and advise THE PROMOTERS in advance.
34. (A) If in any of the years of this Agreement the Event is not included in the FIM Grand Prix World Championship Calendar whatever is the reason for this exclusion, or is prevented from taking place or the Competitors are prevented from attending the Event by Force Majeure (as hereinafter defined) and the event determined to be Force Majeure occurred prior to the time scheduled for the start of scrutineering and sporting checks of the Event, this Agreement shall be deemed null and void and neither party shall be under any liability to the other in respect of the Event in that year but without prejudice to the continuing liability of both parties in respect of any other year to which this Agreement applies subject always to the provisions of this clause.  
  
(B) "Force Majeure" shall mean any event or circumstances (whether arising from natural causes human agency or otherwise) beyond the control of the parties including but without prejudice to the generality of the foregoing strikes, lock-outs or other labour disputes, civil strife, aircraft failure flood or fire damages, transportation delay or breakdown and acts of God, expressly including but not limited to fire, flood, storm or diseases.  
  
(C) "Force Majeure" shall also mean (i) any event or circumstance which in the reasonable opinion of DORNA puts a risk or endangers in any way the safety or security of the Competitors or any of them and/or their motorcycles, spares or equipment including without limitation any public violence disorder or demonstration or any threat of violence to any of the aforementioned persons or any state of emergency (declared or threatened) and/or (ii) the imposition of sanctions by any country against the country in which the Event is held or scheduled to be held which in the opinion of DORNA adversely affects the staging of the Event and/or (iii) any laws, regulations, orders or directions of the country in which the Event is held or scheduled to be held or any political sub-division thereof or any authority therein or the interpretation or administration of any such laws, regulations, orders or directions which in the opinion of DORNA restricts or otherwise adversely affects the ability of THE PROMOTERS to perform their obligations to DORNA under clause 29 herein.
35. Upon the occurrence of any of the following events:
  - 35.1.1 failure by THE PROMOTERS to pay either on the Due Date and/or on any other relevant payment date provided for in this Agreement the Event Fee and/or any other sum payable under the terms of this Agreement;
  - 35.1.2 without prejudice to the foregoing failure by THE PROMOTERS to comply with any of

their obligations, covenants or undertakings contained in this Agreement where such failure is not capable of being remedied to the reasonable satisfaction of DORNA, or if so capable of being remedied, is not so remedied within such period as DORNA may specify;

35.1.3 any consent, licence, authorisation, approval or exemption required to make this Agreement legal, valid, binding, enforceable and admissible in evidence or required to enable THE PROMOTERS to perform their obligations under this Agreement is withdrawn or ceases to be in full force and effect and such withdrawal or cessation is not capable of being remedied or is capable of being remedied but is not so remedied within 7 days of its occurrence; or

35.1.4 any representation, warranty or statement made by THE PROMOTERS in this Agreement or in any document furnished under or in connection herewith is incorrect in any material respect as at the date on which it is made and as a consequence THE PROMOTERS ability to perform their obligations hereunder is adversely affected;

then and at any time thereafter DORNA may, in its sole discretion, by notice in writing to THE PROMOTERS declare that an event of default hereunder ("Event of Default") has occurred whereupon then and at any time thereafter DORNA shall have the right at its election to either:

- (i) treat that failure as a Force Majeure event and if it so elects then clause 34(A) of this Agreement shall apply; or
- (ii) terminate its obligations under this Agreement and/or cancel this Agreement whereupon the outstanding balance of the Event Fee for the year in question together with all interest, fees and other amounts payable hereunder shall become immediately due without further demand or other notice of any kind and further THE PROMOTERS shall forthwith surrender up to DORNA at no cost to produce a statutory certificate of destruction of any tape or recording by whatsoever of or pertaining to the FIM Grand Prix World Championship which THE PROMOTERS have in their possession, power, custody or control wherever located and this obligation shall continue in force notwithstanding termination of this Agreement.

In clause 35 and in clause 55, "Due Date" means each date on which the Event Fee or any part thereof or any other sum payable under the terms of this Agreement falls due.

35.2 THE PROMOTERS shall indemnify DORNA against any direct or indirect loss or expense which DORNA may sustain or incur as a consequence of the occurrence of any Event of Default (as defined in clause 35.1) including but not limited to damages, interest, costs (including legal fees) and expenses. The statement of DORNA of the amount of such loss or expense shall be in the absence of manifest error conclusive as to such amount.

35.3 Without prejudice to clauses 35.1 and 35.2, if there is a material change in the ownership or control of THE PROMOTERS or if THE PROMOTERS merge all or a substantial part of any of their operations with a third party, DORNA shall have the right (exercisable in its sole discretion) at any time thereafter to terminate this Agreement upon the giving of written notice to THE PROMOTERS whereupon this Agreement shall terminate one (1) month following the date of such notice (or within such longer period if any as DORNA may specify).

36. Subject to any laws applicable in India THE PROMOTERS warrant to DORNA to ensure that no international road racing event or race other than the Event will take place on the Circuit whether promoted by THE PROMOTERS or otherwise for one (1) month prior to the Event, and one (1) month after the Event without the prior written consent of DORNA whose consent shall not be unreasonably withheld PROVIDED ALWAYS THAT nothing in this Clause 36 or elsewhere in

this Agreement shall affect, restrict or limit any national or local circuit racing competition(s) nor any national or local motor racing competition(s) taking place on the Circuit at any time when the Event is not being held on the Circuit.

37. Save to the extent necessary for THE PROMOTERS to properly exercise their rights and perform their obligations under this Agreement, THE PROMOTERS will not at any time during the Term assign, licence, sublicense or part with (nor purport to do so) any of the benefits or obligations on their part to be enjoyed or performed herein without the express written permission of DORNA whose permission may be given or withheld in the absolute discretion of DORNA. DORNA shall have the right to assign, licence, sub-licence or part with any of the benefits or obligations on their part to be enjoyed or performed herein without the consent of THE PROMOTERS being required.
38. THE PROMOTERS acknowledge that DORNA relies on the representations, undertakings and warranties made or given herein by THE PROMOTERS and that DORNA is induced by each representation, undertaking and warranty to enter into this Agreement and further that any rights of DORNA in respect of any breach of representations, undertakings, warranties made or given herein by THE PROMOTERS shall not be affected by any investigation by DORNA into (or any failure of DORNA to investigate) the affairs of THE PROMOTERS at any time.
39. THE PROMOTERS shall forthwith disclose in writing to DORNA any matter or thing which may arise or become known to THE PROMOTERS which is or appears to be inconsistent with any of the representations undertakings or warranties made or given herein by THE PROMOTERS or which might render any of such representations undertakings or warranties invalid or misleading or which is otherwise likely to be material to the exercise of any rights or the performance of any obligations herein contained.
40. THE PROMOTERS warrant to DORNA that THE PROMOTERS will indemnify and keep indemnified DORNA in respect of and to the extent of any costs, claims, demands, loss, damages or expense (including legal fees) incurred suffered or sustained directly or indirectly by DORNA by reason of any matter or thing done or incurred by THE PROMOTERS or omitted to be done by THE PROMOTERS prior to or during the Term being at that time found to be other than as warranted undertaken or represented by THE PROMOTERS in this Agreement.
41. (A) Within 3 months after the Event, in any year during the Term, DORNA shall have the right to terminate this Agreement forthwith upon the giving of notice to THE PROMOTERS if in the opinion of the FIM or DORNA the Event preceding such notice was not run to the standard or in a manner conducive to that expected for the FIM Grand Prix World Championship.  
  
(B) This Agreement shall be automatically terminated in the event the EVENT HOSTING AGREEMENT between DORNA and Invest UP is terminated for whatsoever reason.
42. No delay or omission or failure to exercise any right or remedy provided for herein shall be deemed to be a waiver or relinquishment thereof but every such right or remedy may be exercised when deemed expedient by the party exercising such right or remedy and each party may continue to demand strict and complete performance by the other party of the entire Agreement.
43. This Agreement contains the whole agreement between the parties relating to the subject matter hereof and shall only be capable of variation or amendment by an agreement or memorandum in writing signed by or on behalf of the parties and annexed hereto.
- 44.1 The provisions of the Agreement shall be governed by and construed in accordance with the laws of Switzerland.
- 44.2 Any dispute between the parties hereto that cannot be settled by mutual agreement and that relates to the interpretation, carrying out of obligations, breach, termination or enforcement of this Agreement or in any way arises out of or is connected with this Agreement shall be settled

exclusively by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' of Arbitration Institution (SCAI) in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The seat of the arbitration shall be in Geneva, Switzerland

- 44.3 The Arbitral Tribunal shall apply Swiss substantive law and consist of three (3) arbitrators appointed pursuant to the Swiss Rules of International Arbitration.
- 44.4 All proceedings of the arbitration, including arguments and briefs, shall be conducted in English language.
45. THE PROMOTERS and DORNA shall negotiate in good faith for a period of sixty (60) days (the "Negotiation Period") commencing on a date selected by DORNA (but not later than the date of the penultimate Event of the Term) with respect to the continuance of this Agreement for five (5) or more years following the end of the Term ("the Renewal Period").
46. DORNA shall have the right exercisable solely at its election to automatically terminate this Agreement by notice in writing to THE PROMOTERS if at any time during the Term the Principal Agreement is for any reason no longer in force whereupon neither party shall be under any liability or obligation to the other in respect of this Agreement as a result of such termination.
47. All notices in connection with this Agreement from to THE PROMOTERS shall be deemed sufficiently served if sent by pre-paid post, pdf. document by e-mail or facsimile to:

Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
e-mail: \_\_\_\_\_

All notices in connection with this Agreement to DORNA shall be deemed sufficiently served if sent by pre-paid post, pdf. document by e-mail or facsimile to:

Address: Príncipe de Vergara, 183  
28002 MADRID - SPAIN  
Telephone: +34917820220  
e-mail: legalmotor@dorna.com

All notices in connection with this Agreement to Invest UP shall be deemed sufficiently served if sent by pre-paid post, pdf. document by e-mail or facsimile to:

Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
e-mail: \_\_\_\_\_

PROVIDED ALWAYS HOWEVER that notices and other communications between THE PROMOTERS and DORNA concerning day-to-day operations and administration of this Agreement may be given to such representatives of either party at such address(es) and/or facsimile number(s) as either party may notify the other party in writing from time to time.

48. This Agreement shall not be binding upon the parties hereto unless and until the Agreement has been fully executed whereupon this Agreement shall be binding on the parties hereto.
49. The parties hereto agree that all the provisions of this Agreement are reasonable.
50. The parties hereto agree to keep the commercial aspects of this Agreement entirely confidential and neither party shall disclose any such commercial aspects to a third party without the prior written consent of the other party save as required by law or as necessary (if at all) for the proper exercise of any rights or the performance of any obligations hereunder.
51. The obligations of DORNA are subject to the condition that THE PROMOTERS shall have provided evidence satisfactory to DORNA that all necessary approvals authorisations permissions exemptions licences or other consents required in connection with the payment by THE PROMOTERS to DORNA of any sums payable pursuant to clause 29 of this Agreement have been unconditionally obtained.
52. THE PROMOTERS and DORNA shall announce the existence of this Agreement only upon such date and at such time and place and in such manner and format as THE PROMOTERS and DORNA shall first mutually agree and without prejudice to the foregoing THE PROMOTERS shall not prior to such announcement announce, publish or disclose to a third party the existence nor any of the contents of this Agreement without first having obtained the prior written consent of DORNA who shall have an absolute discretion whether to grant or refuse consent.
53. This Agreement may be translated into any other language for the sake of convenience if required however in the event of any dispute between the English text and any other text, the English text shall always prevail.
- 54.1 In respect of their payment obligations for each of the years set out in Clause 29 herein, THE PROMOTERS shall obtain at their own cost a duly issued standby letter of credit ("Letter of Credit") (to which if required by DORNA in its absolute discretion, the confirmation of a Bank elected by DORNA shall have been added) in favour of DORNA (or DORNA's designated agent) (a) in the case of payment obligations for 2025 set out in Clause 29 herein within fourteen (14) days following execution of this Agreement and (b) in the case of payment obligations for each year set out in Clause 29 herein other than 2025, within thirty (30) days of the Event in the immediate preceding year, in each case as follows:-
- (1) the Letter of Credit (and, if applicable, confirmation) shall be for an amount at least equal to the amount payable by THE PROMOTERS for that year as provided in Clause 29 herein; and
  - (2) the Letter of Credit (and, if applicable, confirmation) shall be issued or confirmed by such bank or, as the case may be, banks and in such form and of such substance as are satisfactory (in its or their absolute discretion) to DORNA and to any banking or legal adviser(s) appointed by DORNA;
- 54.2 If at any time following the issue of a Letter of Credit pursuant to and in accordance with Clause 54.1 herein the date of the Event in the year to which that Letter of Credit relates (in respect of the payment obligations for that year under Clause 29 herein) is scheduled or re-scheduled to take place on a date (the "New Date") on or after or less than one (1) month prior to the expiry date of that Letter of Credit, THE PROMOTERS shall within 7 days of being notified of the new Date by DORNA, procure either (1) the amendment of the expiry date of that Letter of Credit to a date which is at least one (1) month after the New Date or (2) the issue of a new letter of Credit (on the same terms (except for the expiry date) as the existing one including, if applicable, its confirmation) having an expiry date which is at least one (1) month after the New Date, in either case to the satisfaction of DORNA.
- 54.3 If at any time the provisions of this Clause 54.1 or Clause 54.2 herein have not been satisfied for

any reason (and whether within or beyond the control of THE PROMOTERS or DORNA, then at any time thereafter DORNA (in addition and without prejudice to any other rights or remedies it may have in law or otherwise) shall have the right at its election (a) to treat that failure as a Force majeure event and if it so elects then Clause 35 shall apply or (b) to terminate its obligations under this Agreement and/or to cancel this Agreement.

54.4 THE PROMOTERS shall pay to DORNA on demand all costs and expenses (including legal fees and tax thereon) incurred by DORNA in connection with (a) any letter of Credit (including, if applicable, any confirmation thereof) (b) any amendments, waivers or supplements to this Agreement (if required) pursuant to clause 54 (or any part thereof) and (c) review of any applicable banking and/or exchange control laws, rules and regulations, if required.

55. In the event of late payment by THE PROMOTERS of any of the amounts payable under clause 29 herein interest at the rate of 1.5% per month will accrue from the Due Date until payment providing always however that nothing in this clause 55 shall be read or construed or interpreted as any form of waiver by DORNA of THE PROMOTERS obligations to pay the Event Fee in accordance with the provisions of clause 29 herein or of any other obligations of THE PROMOTERS in this Agreement. Such interest shall accrue from day to day and shall be calculated in the basis of a calendar year of 365 days and for the actual number of days elapsed.

56. The PROMOTERS confirm having downloaded/received the current "Anti-Bribery Compliance Policies and Business Partners Standards" of the DORNA Group from the website <https://www.dorna.com/legal/> (the "ABC Policies") and Dorna's Group ESG Policies ("ESG Policies"), having read it carefully and having fully understood its meaning and content and accept to be bound by the provisions contained in the ABC Policies. The PROMOTERS hereby expressly acknowledges, accepts and commits to fully comply with the provisions set forth in the ABC Policies. DORNA shall be entitled to provide to the PROMOTERS amended versions of the ABC Policies or other similar or related business compliance regulation, the PROMOTERS to be bound by the latest version as soon as the latter has been notified to it. DORNA shall have the right to terminate the present Agreement in case of the PROMOTERS' breach of the provisions established in the mentioned ABC Policies or in the cases detailed in such ABC Policies.

AS WITNESS the hands of the parties hereto the day and year first above written.

Signed for and on behalf of THE PROMOTERS:

BY .....  
being a person duly authorised so to do with all power to bind \_\_\_\_\_ and in the presence of:

Witness .....

Signed for and on behalf of DORNA

BY .....  
being a person duly authorised so to do with all power to bind DORNA SPORTS S.L. and in the presence of:

Witness .....

Signed for and on behalf of INVEST UP

BY .....  
being a person duly authorised so to do with all power to bind INVEST UP and in the presence of:  
Witness .....

SCHEDULE 1

**TIMEKEEPING SERVICES/FACILITIES**

**All the obligations of The Promoter/Agency in connection with timekeeping services/facilities shall be governed by the DORNA's Promoters Manual in force pursuant to clause 5.5.12 of the RFP**



## SCHEDULE 2

### **ADVERTISING, SIGNAGE, TITLE SPONSORSHIP, HOSPITALITY AND CONCESSIONS RIGHTS**

For the avoidance of doubt (except where the context otherwise requires) references to "the Event" in this Schedule 2 means the Event held during the Term;

**"Advertising and/or Signage"** means all bridges hoardings, placards, signs and all advertising structures and devices and any other means of advertising and third party promotion including aerial and other mobile forms of advertising;

**"Title Sponsorship"** means those rights granted to a sponsor of the Event by which such sponsor's name is added to the name of the Event for promotion of the good, services, business or image of the sponsor;

**"Merchandising"** means the inclusion of a logo, image or trademark of a well-known company, organisation, Event Championship, etc, so to give an added value to a given product.

**"Hospitality"** means the provision of corporate hospitality (including the sale of food and beverages forming part of any hospitality package) within the Circuit during the Event (or part thereof);

**"Concessions"** means the selling of (or offering for sale or reward) by any person or organisation any goods or services during or in association with the Event (or part thereof) and including without limitation to the foregoing, Programme Rights, Merchandising Rights, Naming Rights related with the Event or with the FIM Grand Prix World Championship, Official Product Appointment Rights, Official Supplier Appointment Rights, pouring rights, and Cigarette Sampling Rights;

**"Food, Tobacco and Beverage Supply"** means the selling by any person or organization of food, tobacco and beverage goods and products and the rendering of services in connection with said goods and products but expressly excluding the right to appoint the Food, Tobacco and Beverage Official Supplier or Official Product.

**"Promotions"** means the delivery for free of any sort of products or services, its advertising, the presence of stewardesses showing advertising, the delivery of publications or any similar activity.

**"VIP Village Hospitality"** means the provision of corporate hospitality under the DORNA's VIP Village standards which include a number of "exclusive" services (i.e.: direct view of the track, pit-lane walk, service roads tours, paddock tours...)

1. DORNA shall have the exclusive rights to control, manage and exploit all Advertising, Signage, Title Sponsorship, Hospitality, Merchandising -including without limitation all and any rights related with (i) the name and/or logo of the Event, and with (ii) the name and/or logo of the FIM Grand Prix World Championship, Promotions and Concessions pertaining to the Event (all the above mentioned rights to be referred as "Ancillary Rights") for exercise in such manner as DORNA may in its absolute discretion deem fit from time to time (subject always to any applicable laws) together with the right to derive and retain all income and revenue therefrom for its own use and benefit absolutely.

2. Having DORNA the exclusive rights in and to the Commercial Rights and the Ancillary Rights, DORNA hereby grants to THE PROMOTERS the following rights in relation and limited to the Event:

- a) the Food, Tobacco and Beverage Supply Rights which shall be managed and exploited by THE PROMOTERS, provided that DORNA shall have the right to appoint, at its sole discretion, from time to time, official exclusive products under any of such categories (food, tobacco and/or beverage) for the Event, various events or the entire FIM Grand

Prix World Championship, and thereafter THE PROMOTERS shall be liable to respect and honour such DORNA appointment and such official exclusive product shall be the only product sold within the Event under the relevant category. Furthermore, THE PROMOTERS agree that DORNA shall have the right to name a second pouring brand to be sold, additionally to the Official pouring brand, during the Event, in that case both pouring brands shall be the only ones sold during the Event.

3. For the avoidance of doubt DORNA shall be exclusively entitled to enter into agreements with third parties concerning the right to advertise and to secure and display Advertising within and around the circuit throughout the Event (or part thereof) ("DORNA Signage") and to grant Title Sponsorship to the Event to any person or persons on such terms and conditions as DORNA may deem fit.
4. DORNA shall install and dismantle (or arrange for the installation and dismantling) of all DORNA Signage at each Event at no cost to THE PROMOTERS. Such Signages may be affixed to any, and all, scaffolding, devices and bridges in existence at the circuit, for which DORNA shall not be due to pay any rental/hire fees throughout the TERM of this Agreement. Any scaffolding, devices and bridges which are not the property of the circuit, and cannot be provided free of charge for unlimited usage by DORNA, must be dismantled, at the Promoter's expense, at least two (2) weeks before the Event.
5. THE PROMOTERS shall at least one (1) week prior to the Event at their own expense clear and remove (or arrange to have cleared and removed) all Signage and Advertising of whatever nature in and around the Circuit and further do all things necessary to enable the erection of DORNA signage freely without restriction. THE PROMOTERS shall further do all things necessary to ensure that full access is provided into and around the Circuit for such person or persons as DORNA may appoint or approve from time to time to erect and dismantle DORNA Signage prior to during and/or after the Event.
6. DORNA will arrange for all DORNA Signage to be dismantled within one (1) week following the Event.
7. THE PROMOTERS will provide all assistance and co-operate fully with DORNA in its control, management and exploitation of the Ancillary Rights.
8. THE PROMOTERS shall procure that in relation to the Event, the Title Sponsor's name and logo (as advised by DORNA to THE PROMOTERS) appears on all press releases, tickets, programmes, publicity material and information sheets produced or authorised to be produced in connection with the Event and further THE PROMOTERS shall comply with all reasonable directions notified by DORNA from time to time concerning layouts, graphic design and conditions for use of such Title Sponsor's name and logo.

Furthermore, all the promotional materials produced by THE PROMOTERS for the Event, including but not limited to: Poster, billboards, advertising, tickets, etc...), must be previously submitted to DORNA for its approval.

9. The PROMOTERS will promptly refer all enquiries from third parties in connection with the Ancillary Rights (or any of them) to DORNA.
10. In the exercise of all rights pertaining to Advertising hereunder, nothing in Schedule 2 shall prevent or hinder DORNA from entering into agreements pertaining to Advertising with any person(s) or organisation(s) whatsoever (subject to any applicable laws) and whether or not the goods, products or services of any one such person or organisation conflict or compete directly or indirectly with those of another.
11. In the event and at any time that an offer of goods or services or other benefits (including without

limitation monetary payment) is made to the PROMOTERS by any person or organisation to promote its goods or services or business or other commercial interests in connection with the Event then THE PROMOTERS shall promptly refer same to DORNA and THE PROMOTERS shall not be entitled to accept such goods, services or other benefits as aforesaid (nor enter into an agreement providing for such acceptance) without the prior consent of DORNA and any goods, services or other benefit as aforesaid which is received or accepted by THE PROMOTERS without DORNA's permission shall be held on trust by the PROMOTERS exclusively for DORNA, without prejudice to DORNA's rights under this Agreement.

- 12. For the avoidance of doubt, DORNA shall have the sole and exclusive right to sell Hospitality (and derive all revenue therefrom) for any and all persons with whom agreements are entered into by (or at the direction of) DORNA in the exercise of its rights under this Schedule 2 and for such other persons as DORNA may deem fit from time to time.
- 13. If and when called upon to do so by DORNA, the PROMOTERS shall make available throughout the Event to DORNA at no cost to DORNA an area above the pit garage area (and/or such other area in the circuit acceptable to DORNA) together with suitable facilities for DORNA to provide first class hospitality to any and all persons with whom it enters into agreements in the exercise of its rights under clause 13 of this Schedule 2 equipped with water electricity catering facilities, toilets, telephones, other office communication systems, and other necessary services. The Promoters shall provide DORNA, free of charge, with a sufficient number of grandstand tickets for the grandstand nearest to the hospitality area for its guests.
- 14. THE PROMOTERS, at DORNA request, shall provide free of charge up to a maximum of 1000 grandstand tickets, to be forwarded to the Championship official sponsors in order to promote the Event.
- 15. THE PROMOTERS warrant to DORNA that they will not do any act or thing directly or indirectly at any time which might in any way prejudice or diminish (or have the effect of prejudicing or diminishing) the commercial value to DORNA of the exclusive rights to control, manage and exploit the Ancillary Rights (or any of them) in accordance with this Agreement and without limitation, this Schedule 2.

Agreed and accepted for and on behalf of THE PROMOTERS

by.....

Agreed and accepted for and on behalf of DORNA

by.....

**Appendix J: BoQ Format**

Tender Inviting Authority: CEO, Invest UP, 6th Floor, A-Block, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow – 226 010 (U.P.)					
Name of Work: Request-for-Proposal for SELECTION OF A PROMOTER AGENCY FOR CONCEPTUALISING ORGANISING AND PROMOTING THE MOTOGP EVENT IN INDIA					
E-Bid Reference: 667/Invest UP/2024-25					
Name of the Bidder/ Bidding Firm / Company :					
<p><u>PRICE SCHEDULE</u></p> <p>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</p>					
Sl. No.	Item Discription	Quantity	Total Amount in INR/Percentage Offered	Total Amount in INR/Percentage Offered	
1	2	3	4	6	
1	Fixed Viability Gap Funding that Bidder require from GoUP/Invest UP	1.000		0.00	
2	Percentage of Profit from operations Bidder is willing to share with Invest UP	1.000		0.00	

**End of RFP Document**