



Request for Proposal

For

Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow

RFP No. - URC/233/24/2023-24

Date – 12-05-2023



**REGIONAL CENTRE FOR URBAN ENVIRONMENTAL STUDIES
(RCUES), LUCKNOW**

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Table of Contents

NOTICE INVITING BIDS	5
DISCLAIMER.....	8
1.1. Project Background	10
1.2. Request for Proposal.....	11
1.3. Due diligence by Bidders	12
1.4. Download of RFP Document	12
1.5. Validity of the Proposal	12
1.6. Brief description of the Selection Process.....	12
1.7. Schedule of Selection Process	13
1.8. Pre-Bid visit and inspection of data.....	13
1.9. Pre-Bid Meeting	13
1.10. Communications	14
1. GENERAL	15
2.1. Scope of Bid.....	15
2.2. Conditions of Eligibility of Bidders	15
2.3. Conflict of Interest.....	19
2.4. Number of Proposals.....	20
2.5. Cost of Proposal	20
2.6. Visit to the Authority and verification of information	20
2.7. Acknowledgement by Bidder	20
2.8. Right to reject any or all Bids/Proposals	20
2. DOCUMENTS	21
2.9. Contents of the RFP.....	21
2.10. Clarifications.....	22
2.11. Amendment of RFP	22
3. PREPARATION AND SUBMISSION OF PROPOSAL	22
2.12. Language	22
2.13. Format and signing of Bid/Proposal.....	23
2.14. Technical Proposal	23
2.15. Financial Proposal	24

2.16.	Submission of Proposal	24
2.17.	Proposal Due Date.....	25
2.18.	Late Proposals	25
2.19.	Modification/ substitution/ withdrawal of Proposals.....	25
2.20.	Bid Security / Earnest Money Deposit (EMD)	25
4.	EVALUATION PROCESS	26
2.21.	Evaluation of Proposals	26
2.22.	Confidentiality	30
2.23.	Clarifications.....	30
2.24.	Award of Work	30
2.25.	Indemnity	30
2.26.	Execution of Agreement.....	31
2.27.	Performance Security.....	31
2.28.	Commencement of Assignment.....	31
2.29.	Proprietary data	31
2.30.	CRITERIA FOR EVALUATION	31
2.31.	Ranking of Financial Proposals.....	32
2.32.	Technical Evaluation Criteria: -.....	32
	APPENDIX-I TECHNICAL PROPOSAL	72
	Form-1- Letter of Proposal	72
	Form-2- Particulars of the Bidder	74
	Form-3- Statement of Legal Capacity.....	75
	Form-3A- DECLARATION OF NON-BLACKLISTING.....	76
	Form-4- Power of Attorney for signing the Proposal	77
	Form-5 Financial Capacity of the Bidder	79
	Form-6 Technical Capacity of the Bidder	80
	Form-7- Proposed Methodology and Work Plan	81
	Form-8- Comments on Terms of Reference.....	82
	Form-9- Format of Bank Guarantee for Performance Security.....	83
	Form-10- Format of Concession Agreement.....	85
	Form-11- Power of Attorney for Lead Member of Joint Venture/Consortium.....	88

Form-12- Joint Bidding Agreement.....90

APPENDIX-II-FINANCIAL PROPOSAL98

Form-1-Covering Letter98

Form-2-Financial Proposal99

Annexure 1102

NOTICE INVITING BIDS

RFP Notice No. URC/233/24/2023-24

Regional Centre for Urban Environmental Studies (RCUES), Lucknow on behalf of Lucknow Development Authority (hereinafter referred to as the “**Authority**”) invites RFP (Technical + Financial) from eligible Bidders for “**Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow**” (the “**Project**”). Details of the Project are as mentioned below:

RFP Notice No. URC/233/24/2023-24	
Name of the Work	Request for Proposal for Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow
Name of the Client	Lucknow Development Authority (LDA)
Name of the Resource Centre inviting the Bid	Regional Centre for Urban Environmental Studies (RCUES), Lucknow
Estimated Project Capital Cost (EPCC)	Approx. Rs. 750.00 Lacs inclusive of GST
Time for Completion for Establishment, i.e., Supply, Installation, Testing & Commissioning (SITC) Period	300 days
Concession Period	300 days of SITC period plus O&M Period of 15 years
Bid Processing Fee	<p>Rs.3700/- + GST @18% = Rs.4366/- (Rupees Four Thousand Three Hundred Sixty-Six Only) (Non-Refundable) to be paid through RTGS/NEFT in the following account details:</p> <ul style="list-style-type: none"> • Beneficiary Name: Lucknow Development Authority • Bank Name: UCO Bank • Branch Name: LDA Gomti Nagar, Lucknow • Account No.: 19460210000137 • IFSC: UCBA0001946 <p>EMD exemption will be provided to MSME/Start-Up participating in the tender as per directives of Government of India; Incase a Consortium is bidding; lead member should be an MSME/Start-Up; Bidder should submit relevant document citing the MSME/Start-Up certification.</p>
Bid Security /Earnest Money Deposit (EMD)	<p>Rs. 15,00,000.00 (Rupees Fifteen Lakh Only) (Refundable) be paid through RTGS/NEFT in the following account details:</p> <ul style="list-style-type: none"> • Beneficiary Name: Lucknow Development Authority

	<ul style="list-style-type: none"> • Bank Name: UCO Bank • Branch Name: LDA Gomti Nagar, Lucknow • Account No.: 19460210000137 • IFSC: UCBA0001946 <p>EMD exemption will be provided to MSME/Start-Up participating in the tender as per directives of Government of India; In case a Consortium is bidding; lead member should be an MSME/Start-Up; Bidder should submit relevant document citing the MSME/Start-Up certification.</p>
Selection Criteria	<p>Agency shall be selected on Quality cum Cost Based Selection (QCBS) method - 70:30 in two bid systems (Technical & Financial Bid), wherein, the Evaluation Committee will give 70% weightage to technical Bid and 30 % Weightage to Financial Bid.</p> <p>Also, Financial Bid is based on following criteria: -</p> <p>The numerical value in percentage over and above the minimum Guaranteed Percentage (10%) on Entry Tickets for the revenue share as per RFP.</p>
Financial Bid to be submitted together with Technical Bid	Yes, but separately. Financial Bid shall be uploaded as per format provided in the RFP.
Special Purpose Vehicle (SPV)	Where the Bidder is a single entity or a JV/Consortium, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013, to execute the Concession Agreement and implement the Project.
JV/Consortium	Allowed (Maximum 2 members)
Performance Security	3% (Three Percent) of the Contract Price at the time of signing of the Agreement. 50% of the Performance security will be released within 60 days post SITC period, rest 50% at the end of successful handover at end of concession period.
Schedule of Bidding Process	
Activity	Timelines & Address
Online Download date of RFP	From 15-05-2023 (12:00 Hrs) Till 10-06-2023 (15.00 Hrs) www.eprocure.gov.in
Last date for sending pre-RFP queries	25-05-2023 Till 16.00 Hrs. through E-Mail
Pre-bid Meeting date and place	25-05-2023 (16:00 Hrs.) Online Meeting through Zoom App. Meeting Id - 829 6404 0299 Password - 123456
Last date for submission of soft	10-06-2023 Till 15.00 Hrs.

Request for Proposal for *Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow*

copy(Technical + Financial Bid)	Online Submission through www.eprocure.gov.in .
Opening of Technical Bids	12-06-2023 at 16:00 Hrs. Online through Zoom App. Meeting Id - 829 6404 0299 Password - 123456
Date of Presentation by the Bidders to the Authority	To be Communicated via E-Mail
Date of opening of Financial bids	To be informed later to technically qualified bidder.
Issuance of Notice/Letter of Award(NOA/LOA)	Within 30 days of selection of preferred Bidder
Bid Validity	180 days

- 1) If any date specified herein is a holiday, then the next working day will be considered for the activity and the time will remain the same.
- 2) The schedule indicated above is tentative and Lucknow Development Authority (LDA)/RCUES may change any or the entire schedule with prior intimation to all Bidders.

DISCLAIMER

The information contained in this Request for Proposal document (RFP Document) or subsequently provided to BIDDER (s), whether verbally or in documentary form or otherwise by LUCKNOW DEVELOPMENT AUTHORITY (LDA)/REGIONAL CENTRE FOR URBAN & ENVIRONMENTAL STUDIES (RCUES), LUCKNOW or any of its employees or advisors, is provided to BIDDER(s) on the terms and conditions set out in this RFP Document and such other terms and conditions subject to which such information is provided. The RFP Document is neither an agreement nor a binding offer by the Authority to the prospective BIDDERS or any other person. The purpose of this RFP Document is to provide interested parties with information to assist in the formulation of their bid pursuant to this RFP Document. This RFP Document includes statements, which reflect various assumptions and assessments arrived at by Authority in relation to the Project. Such assumptions and statements do not purport to contain all the information that each BIDDER may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Authority, their employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. The assumptions, assessments, statements, and information contained in this RFP Document may not be complete, accurate, adequate or correct. Each BIDDER shall conduct its own investigations and analysis and shall check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP Document and obtain independent advice from appropriate sources.

Information provided in this RFP to the BIDDER(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The LDA/RCUES, its employees and advisors, accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein, its employees and advisors make no representation or warranty, express or implied, and shall have no responsibility or liability to any person, including any BIDDER, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP Document and any assessment, assumption or information contained therein or deemed to form part of this RFP Document or arising in any way with evaluation of BIDDERS or selection of the Successful BIDDER in the selection process.

The LDA/RCUES, its employees and advisors, also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any BIDDER upon the statements contained in this RFP Document.

The LDA/RCUES may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP Document does not imply that the LDA/RCUES, Lucknow is bound to select a BIDDER for implementing the Project and the LDA/RCUES, Lucknow reserves the right to reject all or any of the RFPs/Bids or withdraw or cancel the RFP Document or annul the selection process at any time without assigning any reasons whatsoever. The BIDDER shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses

associated with any demonstrations or presentations which may be required by the LDA/RCUES, Lucknow or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the BIDDER and the Authority, its employees, and advisors, shall not be liable in any manner whatsoever for the same and for any other costs or other expenses incurred by a BIDDER in preparation or submission of the bid, regardless of the conduct or outcome of the selection process.

1. INTRODUCTION

1.1. Project Background

1.1.1. Janeshwar Mishra Park is spread over 376 acres, and it is the biggest park in Asia-Pacific. There are two water bodies (14 Acre & 18 Acre) within the park, attracting migratory birds and creating amazing scenery in the busy city in Lucknow. Besides the floral gardens, the park also offers paddle and gondola boat rides along with children's play area. There is a series of jogging, cycling, and walkways built in the park. The total length of such track/s is 5.28 km., 8.85 km. and 10.5 km. respectively. The park also provides different public amenities like public toilets, eateries, food plaza etc.

1.1.2. Janeshwar Mishra Park is all set to house Lucknow's first Jurassic Park. Spread over about 22000 sqm, this new dinosaur enclave is going to add one more reason to the park's popularity, which happens to be a favourite already of kids, health enthusiasts and tourists alike. It aims to boost Lucknow's tourism to a new scale. Reportedly, the new space is proposed to feature Animatronics/Robotic/Natural Sculptures of replicas of various types of prehistoric and extinct types of animals like Apatosaurus, T-Rex, Spinosaurus, Triceratops, Memenchisaurus and other dinosaurs, Godzilla, mammoths, tiger, crocodile, monkey family, King Kong, Animatronics Gate, Interactive Costume Dinosaurs, etc. that tower about 6 to 20 feet, made of eco-friendly materials such as scrap materials like tyres, metal scraps, plastic fiber, etc.. Attractive designer fruits, butterflies, wild animal shapes & designer Selfie-Benches shall be installed for kids in Jurassic Park. Tree sculptures from Jurassic period, Jumping Road, and swings all made up of scrap tyres, and attractive figures of different species of birds from metal scraps shall be installed for kids to play and for tourist attraction. The supply of scrap material shall be made available from unused old vehicles in the Authority and other departments depending on the availability. This move will popularise the idea of recycling and upcycling scrap materials among the public. An information tablet or board will also be stationed near each sculpture, listing the name, characteristic features, and fun facts about the represented prehistoric and extinct animals to educate young children. In addition to that, a grand entry facade, like the original Jurassic Park will welcome the visitors. The proposed Jurassic Park is intended to build an organized attraction and curiosity in the tourists' minds through the enforcement yet achieve social inclusiveness through the provision of sustainable infrastructure and technologies. The idea is to keep intact the character of the place with the addition of this unique facility which will serve as a one-of-its-kind, making it a famous tourist spot with high footfall. It will become an exceptional tourist destination generating effective revenue for LDA. To manage such a facility, manpower will be required; hence it will generate job opportunities belonging to people of different plethora. It will serve as a place that is entertaining while being a source of providing information subconsciously.

1.1.3. Lucknow Development Authority (LDA) (hereinafter referred to as the "**Authority**" or "**LDA**") is the Implementing Authority for "**Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow**" (the "**Project**"). The Authority with the above objective has decided to engage an Agency for the Project. In the view of this, **RCUES as a Resource Centre** on behalf of LDA is now inviting bids for "Request for Proposal for Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow".

The Estimated Project Capital Cost (EPCC) shall be about **Rs. 750.00 Lakhs** (the “**Estimated Project Cost**”) including GST out of which **Rs. 500.00 Lakhs** will be borne by LDA and as this project is on PPP mode so the rest **Rs. 250.00 Lakhs** and any extra cost above EPCC to complete the project as per Bill of Quantity (BoQ) shall be borne by the Bidder. Bidders are requested to do their necessary evaluation before submitting the bid. This cost includes the cost of design, construction, procurement of materials, and installation of various parts along with their interiors of the Project Facilities within the specified timelines. The EPCC does not include any land acquisition cost and does not require any land acquisition by the Agency. For avoidance of doubt, it is hereby clarified that cost estimate is indicative in nature, and the Bidders are required to carry out independent evaluation, verification, and assessment prior to quoting the Financial Bid. The Bidders further acknowledges and accepts the risk of inadequacy, mistake, or error in or relating to the cost estimate and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Bidders or any person claiming through or under any of them.

1.1.4. The Selected Bidder, (the “**Agency**”), shall implement the Project and also do the Operation & Maintenance for 15 years under and in accordance with the provisions of a Concession Agreement (the “**Concession Agreement**”) to be entered into between the Selected Bidder and the Authority in the form provided by the Authority. The detailed Scope of Work has been provided in the Section 9 of this document.

1.1.5. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended, and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.7 for submission of Bids. (The “**Proposal Due Date**”).

1.2. Request for Proposal

1.2.1. The Authority has adopted an online single-stage two bid system (referred to as the “**Bidding Process**”) method for identification of the Selected Bidder for undertaking the project. All Bidders shall simultaneously submit their relevant qualification details for the purpose of meeting the Minimum Eligibility Criteria (“**Technical Bid**”) and financial proposal (“**Financial Bid**”), (together referred as the “**Bid**”) required for execution of the Project payable by Authority under the Agreement.

1.2.2. Interested bidders (the “**Bidders**”) are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 180 days from the date specified in Clause 1.7 for submission of Bids.

1.2.3. The complete bidding documents (the “**Bidding Documents**”) including the draft Concession Agreement for the Project and any addenda/corrigenda issued subsequent to this RFP will be deemed to form part of the Bidding Documents.

1.2.4. A Bidder is required to deposit, along with its Bid, non-refundable tender fee of Rs.3700/- + GST @18% = Rs.4366/- (Rupees Four Thousand Three Hundred Sixty-Six Only) (the “**Tender Fee**”), and a Bid Security equivalent to Rs. 15,00,000.00 (Rupees Fifteen Lakh Only) (the “**Bid Security**”) refundable not later than 180 (one hundred eighty) days from the PDD or from the date of execution of Concession agreement with the Selected Bidder, whichever is later, except in the case of the Selected Bidder.

1.2.5. The tender fee and Bid Security shall be paid via online payment only as mentioned in the RFP. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. No interest shall be payable by the Authority in respect of such deposited Bid Security.

1.2.6. Bids are invited for the Project based on **Quality cum Cost Based Selection (QCBS)** method as described in RFP. Agency shall be selected on **Quality cum Cost Based Selection (QCBS) method - 70:30** in two bid systems (Technical & Financial Bid), wherein, the Evaluation Committee will give 70% weightage to technical Bid and 30 % Weightage to Financial Bid. Also, Financial Bid is based on following criteria: - The numerical value in percentage over and above the minimum Guaranteed Percentage (10%) on Entry Tickets for the revenue share as per RFP.

1.2.7. In this RFP, the term “Selected Bidder/ Successful Bidder” shall mean the Bidder who scores highest marks (H1) in accordance with terms hereof as stated in RFP at the end of Evaluation Process.

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

1.3. Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Bid Meeting on the date, time and venue specified in Clause 1.7.

1.4. Download of RFP Document

Request for Proposal (RFP) document can be downloaded from e-tendering website on payment of non-refundable tender fee of Rs.3700/- + GST @18% = Rs.4366/- (Rupees Four Thousand Three Hundred Sixty-Six Only) to be paid via online payment as mentioned in the RFP.

1.5. Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the “PDD”).

1.6. Brief description of the Selection Process

The Authority has adopted an online single-stage two bid system (collectively the “**Selection Process**”) for evaluating the Bids/Proposals comprising technical and financial proposals to be submitted online through e-tendering website www.eprocure.gov.in. In the first step, the Technical Bids of all Bidders shall be evaluated as to whether they are responsive in terms of Clause 2.21.3 and whether they meet the Minimum Eligibility Criteria set forth in Clause 2.2 of this RFP for undertaking the Project. Once it is determined that the Bid is responsive and Bidder fulfils the Minimum Eligibility Criteria, the Technical Bid shall be allocated marks on the basis of the scoring terms set out in Clause 2.21.5 of this RFP. Only those Bidders who score a minimum 75 marks out of 100 in Technical Bid hereof (**the “Qualified Bidders**) shall be entitled to opening of their Financial Bid subject to and in accordance with provisions set out under this RFP. The Financial Bid shall be allocated 100 marks and the Bidder quoting the lowest cost for the implementation of the Project in Financial Proposal shall be assigned full marks, and other quotes shall be allocated marks on inversely proportionate basis in the manner illustrated in RFP. Based on the respective assigned weightage of **[70%: Technical Bid]** and **[30%: Financial Bid]**, respectively, and the QCBS computation of score to be made in relation to each Bidder, the Bidder scoring highest marks (**H1**) in

accordance with terms hereof shall be the Selected Bidder for the award of the Project. The first ranked Bidder (the “Selected Bidder”) shall be called for negotiation, if necessary, while the second ranked Bidder will be kept in reserve.

1.7. Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

Milestones	Dates
Online Download date of RFP	From 15-05-2023 (12:00 Hrs) Till 10-06-2023 (15.00 Hrs) www.eprocure.gov.in
Last date for sending pre-RFP queries	25-05-2023 Till 16.00 Hrs. through E-Mail
Pre-bid Meeting date and place	25-05-2023 (16:00 Hrs.) Online Meeting through Zoom App. Meeting Id - 829 6404 0299 Password - 123456
Last date for online submission (Technical + Financial Bid) – Proposal Due Date (PDD)	10-06-2023 Till 15.00 Hrs. Online Submission through www.eprocure.gov.in .
Opening of Technical Bids	12-06-2023 at 16:00 Hrs. Online through Zoom App. Meeting Id - 829 6404 0299 Password - 123456
Date of Presentation by the Bidders to the Authority	To be Communicated via E-Mail
Date of opening of Financial bids	To be informed later to technically qualified bidder.
Issuance of Notice/Letter of Award (NOA/LOA)	Within 30 days of selection of preferred Bidder
Signing of Concession Agreement	To be Communicated to Selected Bidder

1.8. Pre-Bid visit and inspection of data

Prospective Bidders may visit the office of the LDA/RCUES and the Project site and review the available documents and data at any time prior to PDD.

1.9. Pre-Bid Meeting

The date, time and venue of Pre-Bid Conference shall be:

Date: 25-05-2023

Time: 16:00 hrs online through Zoom App.

Meeting Id - 829 6404 0299

Password – 123456

Query Format:

Sr. No.	Clause Number in RFP	Page Number inRFP	Query Details	Comments
1.				
2.				
3.				
4.				

1.10. Communications

1.10.1 All communications including the submission of Proposal should be addressed to:

Email: tender.rcueslko@gmail.com

All communications, should contain the following information, to be marked at the top in bold letters:

RFP Notice No: URC/233/24/2023-24 Dated 12-05-2023 Request for Proposal for Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow.

2. INSTRUCTIONS TO THE BIDDERS

1. GENERAL

2.1. Scope of Bid

2.1.1. The Lucknow Development Authority (abbreviated as “LDA” and referred to as the Employer/ Authority in these documents) invites tenders from eligible Bidders for the Works as defined “Request for Proposal for Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow”.

2.1.2. Brief Description of Work:

The Project is a true edutainment experience and is a unique and innovative concept. A Jurassic Park would truly educate the visitors and mesmerize them about the history, culture, and Jurassic world of Lucknow. Visitors will retain the memory of their visit to this Jurassic Park, play-zone, and other elements in the park. This would make them advertise the word of mouth, thereby making the space even more even more popular amongst the visitors which would lead to an increase in the footfall at the heritage site. Apart from being a place of historical significance, this attraction would also be used as a promotional tool to highlight the enactment of a popular heritage site. The visitors will have different interactive experiences provided with the use of different advanced technologies. Such kinds of centers answer the need for edutainment that the whole family can enjoy and learn in a healthy outdoor environment.

Such kind of Park which are designed with a combination of both artist and technologies are the one of the emerging trends in Indian edutainment industry. The visitors enjoy the engaging interactive and Animatronics Park, which is a unique media, used for various applications like entertainment, and education. The detailed Terms of Reference and Scope of Work is described further in Clause 9 of the RFP.

2.2. Conditions of Eligibility of Bidders

2.2.1. Bidders must carefully read the minimum conditions of eligibility (**the “Conditions of Eligibility”**) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2. Conditions of Eligibility

(a) The Bidder shall be a legal entity incorporated in India.

(b) The Bidder shall be an Agency with experience in similar nature of works (Similar Nature of Works means Conceptualizing, Designing, Supplying and Installation of Interactive Parks/Specialised Civil works/Specialised Electrical works).

(c) Special Purpose Vehicle (SPV)

Where the Bidder is a single entity or a JV/Consortium, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the “**SPV**”), to execute the Concession Agreement and implement the Project.

(d) Joint Venture (JV)/Consortium

In case the Bidder is a JV/Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

i. Where the Bidder is a JV/Consortium entity, it shall be required to comply with the following additional requirements:

- Number of members in a JV/Consortium shall not be more than 2 (two).
- The Bid should contain the information required for each member of the JV/Consortium;
- The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and/or other obligations;
- An individual Bidder cannot at the same time be a member of a JV/Consortium bidding for the tender. Further, a member of a Bidder JV/Consortium cannot be member of any other Bidder Consortium bidding for the tender;
- The members of the JV/Consortium thereof should furnish a Power of Attorney in favour of any member, which member shall thereafter be identified as the Lead Member, in the Joint Bidding Agreement in the RFP at Appendix – I Form 11 signed by the members of the JV/Consortium.
- Members of the JV/Consortium shall enter into a binding Joint Bidding Agreement, substantially as per the format in Appendix I Form 12 (the “Joint Bidding Agreement”), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted shall, inter alia:
 - Convey the intent to form a SPV, solely for the purpose of domiciling the Project and no other purpose, with shareholding/ commitments in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations in terms of the Concession Agreement, in case the Project is awarded to the JV/Consortium.
 - Clearly outline the proposed roles and responsibilities, if any, of each member.
 - commit the minimum equity stake to be held by each member.
 - Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the RFP in relation to the Project until the SITC Period of the Project is achieved in accordance with the Agreement; and
 - Except as provided under this document and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.
 - At the time of signing of Concession Agreement the aggregate paid up and subscribed equity of the SPV of all the JV/consortium members shall be 100% till the SITC Period and the same should be reflected in Joint Bidding Agreement. The Lead Member shall have an equity share holding of at least 51% (Fifty-One per cent) of the paid up and subscribed equity of the SPV during the Lock-in-Period (i.e., till SITC Period of the project as defined in RFP).
 - Subject to approval from the Authority or Lead Member, after the commissioning of the Project, non-lead Member of the Consortium can exit the JV/Consortium i.e., after the SITC Period. Thereafter the Lead Member will continue the Operation & Maintenance till the expiry of Concession Period.
 - The shareholding of other member shall not be more than the holding of lead member.
 - No new member other than consortium members shall be allowed in the formation of SPV company.

ii. Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of the Bid, would not be eligible to submit a Bid either individually or a member of a JV/Consortium.

iii. A Bidder including any JV/Consortium Member or Associate should, in the last 5 (five) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, JV/Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder, JV/Consortium Member or Associate.

iv. The combined Technical and Financial capability of all the members of the JV/Consortium will be considered for Qualification/Evaluation.

(e) Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate 3% of the value of the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a constituent of such Bidder is also a constituent of another Bidder; or
- such Bidder receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member; or
- such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- such Bidder, has a relationship with another Bidder, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s’ information about, or to influence the Application of either or each other; or
- such Bidder has participated as a Bidder to the Authority in the preparation of any documents, design, or technical specifications of the Project.

2.2.3. Technical & Financial Qualification: To be eligible for qualification and short-listing, the Bidders (in case of JV/Consortium, the combined technical & financial qualification of all members of the JV/Consortium) shall have to satisfy the following conditions of eligibility:

(A.) Technical Capacity:

a. The bidder should have minimum 5 (Five) years of experience in the field of Similar Nature of Works means Conceptualizing, Designing, Supplying and Installation of Interactive Parks/Specialised Civil works/ Specialised Electrical works in any Govt. Department in India.

b. The Bidder should have successfully completed at-least The Bidder should have successfully completed at-least: -

- 1 similar project of value of minimum 600 Lakhs or
- 2 similar projects, each of value of minimum 375 Lakhs or
- 3 similar projects, each of value of minimum 300 Lakhs

in Government Organization in India in last 05 years. The work order date should not be older than 1st April 2018. For establishing their experience, the bidders shall produce authentic and valid completion certificates from their past client. LDA may, at its own discretion, verify the veracity and validity of the work orders and certificates produced by the Bidder.

Similar Projects means Conceptualizing, Designing, Supplying and Installation of Interactive Parks/Specialised Civil works/ Specialised Electrical works.

While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

1. The Bidder should have to upload the slip of Tender Fee & Bid Security money (EMD).
2. All forms are submitted in the prescribed formats and signed by the prescribed signatories. Power of Attorney(s), if applicable, is executed as per Applicable Laws.
3. GST Registration, and PAN Card
4. Bidder should upload the technical staff & Machinery details on Rs. 10/- stamp paper.
5. Bidder shall submit A-Class Electrical License OR A –Class Category Civil Registration issued by any State Govt./PSU in India.

(B.) Financial Capacity

- a. **Turnover:** The Bidder shall have minimum Average Annual Turnover of Rs. 2.25 crores (Rupees Two Crore Twenty-Five Lakh only) during the 3 (three) financial years issued by the Chartered Accountant (FY 2019-20, 2020-21 & 2021-22).
- b. **Net Worth:** Bidder shall have positive net worth as on 31st March 2022.
- c. **Income Tax Return Certificate:** Bidder have to upload last 3-year ITR Certificate.

Note: *The Bidder must submit, with its Technical Proposal, the documentary evidence regarding fulfilment of all the above criteria.*

2.2.4. The Bidder shall enclose with its Bid/Proposal, certificate(s) from its Chartered Accountant stating its annual turnover during each of the 3 (three) financial years preceding the PDD and its Net Worth as on 31st March 2022.

2.2.5. The Bidder should submit a **Power of Attorney as per the format at Form – 4 (in case of JV/Consortium, by every member of JV/Consortium) & Form – 12 (in case of JV/Consortium) of Appendix-I.**

2.2.6. Any entity which has been barred/blacklisted by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Bid, would not be eligible to submit a Proposal by itself.

2.2.7. A Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder. The bidder must not have been blacklisted/debarred by

any Government/Semi Government Organization or Corporation in India at any stage in last five years. The bidder is required to submit declaration in this respect on an Affidavit of Rs. 10/- Stamp paper. Litigation, if any, may please be submitted with this bid.

2.2.8. While submitting a Bid, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.

2.3. Conflict of Interest

The Authority requires that the Bidders provide professional, objective, and impartial advice and at all times hold the Authority's interest paramount, strictly avoid conflicts with other Assignment/Jobs or their own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, the Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities: A firm that has been engaged by the Authority to provide goods, works or Assignment/Job other than consulting Assignment/Job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/Job related to those goods, works or Assignment/Job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/Job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/Job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting Assignment/job: A Bidder (including its Personnel and Sub- Bidders) or any of its affiliates shall not be hired for any Assignment/Job that, by its nature, may be in conflict with another Assignment/Job of the Bidder to be executed for the same or for another authority. For example, a Bidder hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Bidder assisting the Authority in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. Similarly, a Bidder hired to prepare Terms of Reference for an Assignment/Job shall not be hired for the Assignment/Job in question.

Conflicting relationships: A Bidder (including its Personnel and Sub- Bidders) that has a business or family relationship with a member of the Authority's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.

The Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Authority, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the Bidder fails to disclose said situations and if the Authority comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

No agency or current employees of the Authority shall work as the Bidders under their own ministries, departments or agencies.

2.4. Number of Proposals

No Bidder shall submit more than one Application for the work. A Bidder applying individually shall not be entitled to submit another application.

2.5. Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6. Visit to the Authority and verification of information

Bidders are encouraged to submit their respective Bids/Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

2.7. Acknowledgement by Bidder

It shall be deemed that by submitting the Bid/Proposal, the Bidder has:

- (a) Made a complete and careful examination of the RFP;
- (b) Received all relevant information requested from the Authority;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- (d) Satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) Acknowledged that it does not have a Conflict of Interest; and
- (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

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

2.8. Right to reject any or all Bids/Proposals

2.8.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons, therefore.

2.8.2. Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if: at any time, a material misrepresentation is made or discovered, or The Bidder does not

provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

2.8.3. Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2. DOCUMENTS

2.9. Contents of the RFP

2.9.1 This RFP comprises the Disclaimer set forth here in above, the contents as listed below and will additionally include any Addendum/Amendment issued in accordance with Clause 2.11:

Invitation for Bids	
Section 1	Introduction
Section 2	Instruction to Bidders
Section 3	Fraud and Fraudulent Practices
Section 4	Preproposal Conference
Section 5	Miscellaneous
Section 7	Special Condition of Contract
Section 8	General Condition of Contract
Section 9	Scope of Work
Appendices as mentioned in the RFP	
Annexures as mentioned in the RFP	

Appendices

Appendix-I: Technical Proposal

Form 1: Letter of Proposal

Form 2: Particulars of the Bidder

Form 3: Statement of Legal Capacity

Form 4: Power of Attorney

Form 5: Financial Capacity of Bidder

Form 6: Technical Capacity of Bidder

Form 7: Proposed Methodology and Work Plan

Form 8: Comments on TOR

Form-9- Format of Bank Guarantee for Performance Security

Form-10- Format of Concession Agreement

Form-11- Power of Attorney for Lead Member of Joint Venture/Consortium

Form-12- Joint Bidding Agreement

Appendix-II: Financial Proposal

Form 1: Covering Letter

Form 2: Financial Proposal

2.10. Clarifications

2.10.1. Bidders requiring any clarification on the RFP may send their queries to the Authority in writing by an e-mail to tender.rcueslko@gmail.com before the date mentioned in the Schedule of selection process at Clause 1.7.

2.10.2. The Authority shall endeavour to respond to the queries within the period specified therein specified in the RFP. The responses will be sent by e-mail. The Authority will post the reply to all such queries on the website www.eprocure.gov.in.

2.10.3. The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11. Amendment of RFP

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

2.11.2. All such amendments will be uploaded on e-tendering website www.eprocure.gov.in and will be binding on all Bidders.

2.11.3. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

3. PREPARATION AND SUBMISSION OF PROPOSAL

2.12. Language

The Bid/Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13. Format and signing of Bid/Proposal

2.13.1. The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2. The Bidder shall scan all necessary documents along with supporting documents and upload on the e-tendering website **www.eprocure.gov.in**. **No hard copy submission is allowed.**

2.13.3. The Bid/Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. **All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Bid/Proposal.** The Proposals must be properly signed by the authorised representative (the "Authorised Representative") as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a limited liability Partnership/Partnership Firm; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or Private Limited Company or a corporation; or
- (d) A copy of the Power of Attorney certified by a notary public in the form specified in **Appendix-I (Form-4 & Form-11) shall accompany the Proposal (if required).**

2.13.4. Bidders should note the PDD, as specified in RFP, for submission of Bid/Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in RFP. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.14. Technical Proposal

2.14.1. **Bidders shall submit the technical proposal in the formats at Appendix-I (the "Technical Proposal").**

2.14.2. **While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:**

- (a) Failure to comply with the requirements spelt out in this RFP shall make the Proposal liable to be rejected as per discretion of the Authority.
- (b) The Technical Proposal shall not include any financial information. A Technical Proposal containing any information related to Financial Proposal shall be declared non-responsive.
- (c) The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities here under nor will it affect any rights of the Authority there under.
- (d) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially

incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Bidder either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Bidder or Bidder, as the case maybe.

(e) In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15. Financial Proposal

2.15.1. Bidders shall upload the financial proposal on the e-tendering website **www.eprocure.gov.in** in the formats at Appendix-II (the “Financial Proposal”) clearly indicating the total cost of the Project (Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Bidder’s Authorised Representative.

2.15.2. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail. While submitting the Financial Proposal, the Bidder shall ensure the following:

(a) All the costs associated with the Project shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(b) **The Financial Proposal shall take into account all expenses and liabilities inclusive of GST (as applicable).** For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

(c) Costs (including break down of costs) shall be expressed in INR.

2.16. Submission of Proposal

2.16.1. The Bidders shall upload the Technical Proposal & Financial Proposal documents mentioned in RFP on e-tendering website **www.eprocure.gov.in** in the specified formats. The Bidders will be required to fill up formats for Technical Proposal; scanned it and upload the same along with all supporting documents under head Technical Proposal.

2.16.2. The Bidder shall submit the Financial Proposal by putting appropriate values online only.

2.16.3. The Proposal (Technical + Financial) shall contain the following:

A. The “Technical Proposal” shall contain: -

a. Proposal in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 10 of Appendix-I and supporting documents; and

b. Bid Processing Fee & Bid security Online Payment Slips as specified in RFP.

B. The “Financial Proposal” shall contain the financial proposal in the prescribed format (Forms 1 and Form2, of Appendix-II).

2.16.4. The Technical Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Bidder. All pages of the original Technical Proposal must be numbered and initialled by the person or persons signing the Proposal.

2.16.5. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

2.16.6. The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Bidder under the Agreement.

2.17. Proposal Due Date

Technical & Financial Proposal comprising of the documents listed at Clause 2.16.3 of the RFP shall be submitted online through e-tendering website **www.eprocure.gov.in** on or before as mentioned in Schedule of Selection Process. No hard copy submission of Technical Bid.

2.18. Late Proposals

Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.19. Modification/ substitution/ withdrawal of Proposals

The Bidder may modify, substitute, or withdraw its e- Bid after submission, prior to the PDD. No Proposal can be modified, substituted, or withdrawn by the Bidder on or after the Proposal Due Date & Time.

For modification of e-Bid, Bidder has to detach its old Proposal from e-procurement portal and upload/resubmit digitally signed modified Proposal. For withdrawal of Proposal, a Bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-Bid. Before withdrawal of a Proposal, it may specifically be noted that after withdrawal of a Bid for any reason, Bidder cannot re-submit e-Bid again.

2.20. Bid Security / Earnest Money Deposit (EMD)

2.20.1. The Bidder shall furnish as part of its Proposal, a Bid Security of Rs. 15,00,000.00 (Rupees Fifteen Lakh Only), through any of the modes of e-payment as specified in the RFP (**the “Bid Security”**), returnable not later than 180 (one hundred and eighty) days from PDD. The Selected Bidder(s)’s Bid Security shall be returned, upon the signing of the Agreement and furnishing of the Performance Security.

2.20.2. Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.20.3. The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.4. The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated

compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If a Bidder submits a non-responsive Proposal;
- (b) If a Bidder engages in any of the Prohibited Practices specified in Section 3 of this RFP;
- (c) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time;
- (d) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 2.26 and 2.28 respectively; or
- (e) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.3.

4. EVALUATION PROCESS

2.21. Evaluation of Proposals

2.21.1. The Authority shall open the Technical Proposals online at 16:00 hours on the PDD, at the place specified in Clause 1.10.1 and in the presence of the Bidders who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. Financial Bids of only Qualified Bidders shall be entitled to opening of their Financial Bid subject to and in accordance with provisions set out under this RFP. The Financial Bids shall be opened online on the e-Procurement Portal.

2.21.2. Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.21.3. Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a. The Technical Proposal is received in the form specified at Appendix-I;
- b. It is received by the PDD including any extension thereof pursuant to Clause 2.17;
- c. It is signed, sealed, and marked as stipulated in Clauses 2.13 and 2.16;
- d. It is accompanied by the Power of Attorney(s) as specified in Clause 2.2.5
- e. It contains all the information (complete in all respects) as requested in the RFP;
- f. It does not contain any condition or qualification; and
- g. It is not non-responsive in terms hereof.

2.21.4. The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.21.5. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 2 of this RFP and as per the technical score as shown below: -

Sr. No.	Technical Scoring Criteria	Marking Pattern	Maximum Score
Experience in Eligible Assignment			
1	<p>a. The Bidder should have successfully completed at-least The Bidder should have successfully completed at- least</p> <p>1 similar project of value of minimum 600 Lakhs or</p> <p>2 similar projects, each of value of minimum 375 Lakhs or</p> <p>3 similar projects, each of value of minimum 300 Lakhs in Government Organization in India in last 05 years. The work order date should not be older than 1st April 2018. For establishing their experience, the bidders shall produce authentic and valid completion certificates from their past client. LDA may, at its own discretion, verify the veracity and validity of the work orders and certificates produced by the Bidder.</p> <p>Similar Projects means Conceptualizing, Designing, Supplying and Installation of Interactive Parks/Specialised Civil works/ Specialised Electrical works.</p>	<p>Meeting the minimum Technical Capacity Criteria = 20 marks</p>	20
Average Annual Turnover			
2	<p>The Bidder shall be required to demonstrate and fulfil minimum average annual turnover of at least Rs. 2.25 crores (Rupees Two Crore Twenty-Five Lakh only) during the last 3 (three) financial years immediately preceding the PDD.</p>	<p>Bidder with Average Annual Turnover 2.25 Crore to 15 Crores: 08 marks</p> <p>Bidder with Average Annual Turnover More than 15 Crore to 30 Crores: 10 marks</p> <p>Bidder with Average Annual Turnover More than 30 Crore: 15 marks</p>	15

3	Experience of Operation & Maintenance work for minimum 1 year in Last Five years immediately preceding the PDD for any one Interactive Parks/Specialised Civil works/ Specialised Electrical works.	Meeting the minimum Technical Capacity Criteria = 05 marks	05
4	Quality accreditations, and Licensing requirements	<ul style="list-style-type: none"> • A-Class Electrical License or A-Class Civil contractor registration issued by any state government/PSU in India: 07 marks • ISO 9001:2015 Certificate: 03 marks 	10
5	Team composition	<ul style="list-style-type: none"> • One Architect with at least 5 years of experience in relevant field: 03 marks • One Mechanical/ Electrical/ Electronics Engineer with at least 5 years of experience in relevant field: 04 marks • One Civil Engineer with at least 5 Years Exp.: 03 marks 	10
6	The Bidder is required to prepare a concept report and submit it along with the technical Bid with designs and make a presentation before the Technical Evaluation Committee on the drawing, design, visual & sound effects including technical specification, brand of materials etc. to be used. (Presentation)	<ul style="list-style-type: none"> • Understanding of the project: 10 marks • Concept Design: 10 marks • Proposed Walkthrough Capsule: 20 marks 	40
	Total		100

2.21.6. The Technical eligibility will be evaluated on the basis of the Bidder’s experience as detailed above. The Authority shall select the Bidder through QCBS process. Technical and Financial Bids shall be evaluated based on parameters specified in the RFP document. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first envelope (Technical Bid) with respect to eligibility and Qualifications criteria prescribed in this RFP. Only those Bidders whose Technical Bids are responsive, fulfils

the Minimum Eligibility Criteria in accordance with above table, and scores a minimum **technical score** of 75 marks out of 100 in Technical Bid in accordance with RFP hereof (the “Qualified Bidders”) shall be entitled to opening of their Financial Bid subject to and in accordance with provisions set out under this RFP. Financial Bid is based on following criteria: -

The numerical value in percentage over and above the minimum Guaranteed Percentage Fee on Entry Tickets (10%) for the revenue share to the client as per RFP with 30% weightage in Financial Score. Maximum Percentage revenue share to the client among all bidders will attract the Maximum marks. Financial scores of other Bidders shall be given proportionately.

Financial Score = 100 x (Percentage in Revenue share on Entry Tickets of the bidder/Maximum Percentage in Revenue share on Entry Tickets by a bidder out of all the bidders)

2.21.7. Total score shall be calculated based on QCBS 70:30 with 70% weightage shall be assigned to technical score and 30% weightage shall be assigned to the financial score (illustrated in **Annuxure-1**) by formula:

$$\text{Total Score} = 70\% \times \text{Technical Score} + 30\% \times \text{Financial Score}$$

2.21.8. The qualified bidders will be ranked as per the highest score by the Bidders after the evaluation process based on QCBS 70:30. The Project will be awarded to the Bidder with highest Total Score (H1) (hereinafter referred to as “**Selected Bidder**”).

2.21.9. In case, two or more technically qualified bidders have the same Total Score, then the tender would be awarded to the bidder who has scored maximum technical score.

2.21.10. Bidders are advised that Selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.21.11. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Work is subsequently awarded to it.

2.21.12. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the building/monuments (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

2.21.13. The Authority does not bind itself to accept the highest score bid or any other bid and reserves to itself the authority to reject any or all the bids received without assigning any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

2.22. 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 the Authority in relation to matters arising out of or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.23. Clarifications

2.23.1. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2. If a Bidder does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

5. APPOINTMENT OF BIDDER:

2.24. Award of Work

- After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 3 (three) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and may award the Project to the second ranked bidder i.e., Qualified Bidder scoring the second highest total score ("Second Ranked Bidder"). The Total amount for execution of work shall be *Portion of Estimated Project Capital Cost (borne by LDA) + Portion of Estimated Project Capital Cost (borne by Successful Bidder)*. The same shall be indicated in the LOA.
- The selected bidder has to provide the Certificate of Incorporation of the Special Purpose Vehicle (SPV) formed for the purpose of entering into the Concession Agreement with the Authority along with Memorandum and Articles of Association of the SPV within 30 days of the issue of this LOA.

2.25. Indemnity

The Bidder shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.26. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in Clause 1.7. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

2.27. Performance Security

The Selected Bidder whose Financial Bid is accepted, shall be required to furnish Performance Security of **3% (Three Percent)** of the Contract Price at the time of signing of the Agreement and return to the selected Bidder in two installments, i.e., 50% of the Performance security will be released within 60 days post SITC period, rest 50% at the end of successful handover at end of concession period. This Performance Security shall be in the form of Bank Guarantee, Fixed Deposit Receipts or Guarantee Bonds of SBI/ Nationalized/Scheduled Commercial Bank in accordance with the prescribed form. In case the Selected Bidder fails to deposit the said Performance Security at the time of signing of the Contract, including the extended period if any, the earnest Money deposited by the Selected Bidder shall be forfeited automatically without any notice to the Agency. The earnest money deposited along with bid shall be returned after receiving the aforesaid Performance Security.

2.28. Commencement of Assignment

The Bidder shall commence the assignment from the date of the Agreement, or such other date as may be mutually agreed. If the Bidder fails to either sign the Agreement as specified in Clause 2.27 or commence the assignment as specified herein, the Authority may invite the second highest or second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case maybe, may be cancelled /terminated.

2.29. Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Bidder, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Bidder to the Authority in relation to the assignment shall be the property of the Authority.

2.30. CRITERIA FOR EVALUATION

2.30.1. Evaluation of Technical Proposals

The LDA constituted “**Technical Evaluation Committee**” will be responsible for evaluation of proposals received based on the responsiveness of the Bidder using the eligibility criteria as specified in the RFP. The LDA shall simultaneously notify, in writing Bidders who are Qualified Bidders, indicating the date, time, and location for opening of Financial Proposals. (**Bidders’ attendance at the opening of Financial Proposals is**

optional).

2.30.2. Short-listing of Bidders

All Bidders who are Technical Qualified Bidders as stated in RFP shall be eligible for opening of the Financial Proposal.

2.30.3. Evaluation of Financial Proposal

The LDA shall open "Financial Bid" **(in the presence of the Bidders' representatives who choose to attend)**, for the Bidders who are Qualified Bidders as stated in RFP on the date and time as intimated to the qualified bidders. Any deviation from the proposed schedule shall be communicated to the qualified bidders. The Project will be awarded to the Bidder with highest Total Score (H1), shall be declared as the selected bidder.

2.31. Ranking of Financial Proposals

All Qualified Bidders shall be arranged according to the Highest Score to the Lowest Score. The Highest Score bid shall be ranked as highest Bid **(H-1)**. The remaining Qualified Bidders shall be kept in reserve and the second ranked bidder i.e., Qualified Bidder scoring the second highest total score ("**Second Ranked Bidder**") may be declared as the Selected Bidder, in case the Selected Bidder withdraws or is not selected for reasons set out in this RFP. In the event that such Second Ranked Bidder withdraws or is not selected for any reason, the Authority may invite fresh Bids from all Qualified Bidders or annul the Bidding Process.

2.32. Technical Evaluation Criteria: -

- The technical/ financial bid of only those parties uploading their offers before due date and time shall be opened on the due date & time of opening.
- The offers shall be evaluated based on the qualifying parameters mentioned above.
- Firms shall be shortlisted first on pre-qualification and technical bid evaluation.
- The financial bid of only those Bidders shall be opened who meets the fulfils the Minimum Eligibility Criteria and scores a minimum 75 marks out of 100 in Technical Bid as mentioned in the RFP.
- Incomplete offers, offer not conforming fully to technical evaluation requirements or with vague replies or without Earnest Money Deposit and POA or conditional offer shall be rejected.
- The LDA may assess the capacity and capability of the bidder, to successfully execute the scope of work within stipulated completion period. The assessment shall interilic include document verification, bidders works/ manufacturing facilities visit, manufacturing capacity, details of works executed, works in hand, details of plant and machinery, manufacturing and testing facilities, financial resources, details of quality control system, past experience, customer feedback etc.

Even though any bidder may satisfy the above requirements, he would be liable to disqualification if he has:

-

- (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document,
- (b) Record of poor performance such as abandoning work, not properly completing the contract, or

financial failures / weaknesses etc.

3. FRAUD AND CORRUPT PRACTICES

3.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

3.2. Without prejudice to the rights of the Authority under Clause 3.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Bidder or Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Bidder, as the case maybe, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the casemay be.

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

(a) “**Corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Bidder/ adviser of the Authority in relation to any matter concerning the Project;

(b) “**Fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) “**Coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

(d) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection 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 Selection Process.

4. PRE-PROPOSAL CONFERENCE

4.1. Pre-Proposal Conference of the Bidders shall be convened at the designated date, time and place mentioned in the RFP.

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

5. MISCELLANEOUS

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

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

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
- (d) Independently verify, disqualify, reject and/or accept any or all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

5.3. All documents and other information supplied by the Authority or submitted by a Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

5.4. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

7. SPECIAL CONDITIONS OF CONTRACT

7.1. The Project is “**Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow**”.

7.2. The Bidder shall obtain relevant insurances suitable for the equipment during the installation as against any damage before the handover to LDA. Post-handover, LDA shall obtain its own insurances as required.

7.3. The Bidder shall have to complete the operation and maintenance period successfully for 15 Years. The Operation & Maintenance Period may be extended for further period subject to the satisfactory performance of the agency and post review by the Authority at the end of the 15th year on mutually agreed terms and conditions. The Bidder shall handover all the equipment installed in good working condition to LDA after the end of mentioned operation and maintenance period for closure of the contract.

7.4. **Project Timelines:** The indicative project timelines for completion of the project, i.e., SITC Period are given as below. They will be further discussed between LDA and the Agency to minimize the public inconvenience.

Phase	Description	Time Frame (D is the Date of signing of the contract)	Key Coverage
Conceptualizing, Designing, Supplying, Installation, Testing and Commissioning of the Project		D + 300 Days	Successfully commission of the Project
1	DRAFT DESIGN: Submission of proposed Designs, Layouts and Drawings	D + 30 Days	
2	FINAL DESIGN: Submission of proposed Designs, Layouts and Drawings after incorporation of Authority’s inputs and final approval.	D + 45 Days	
3	Placing of project components Orders for equipment and hardware components and the Receipt of the same at site	D + 100 Days	
4	Final installation of equipment	D + 270 Days	
5	Testing and Commissioning of the Project	D + 300 Days	

This Time Frame is valid subjected to approvals of the Design, Layouts, Drawings, and content within 15 days. In case the approval will delay above 15 days that delivery schedule will increase accordingly.

7.5. **Ownership of the proposal:** All proposals submitted in response to this RFP shall become the property of

the LDA regardless of the rejection/acceptance of any proposal.

7.6. Proprietary information: Any information considered as a legitimate trade secret or non-published financial information must be clearly marked in the Proposal and will be treated as such in accordance with the laws of the State of Uttar Pradesh and the Government of India. A proposal that is entirely marked as confidential will be rejected.

7.7. Code of ethics: The Bidders must ascertain that there is no conflict of interest or violation of ethics if they are awarded the contract for these works. The Bidders also pledge that all information included in their proposal are accurate and correct to the best of their knowledge. Any falsification of facts or deceiving information may be grounds for rejection.

7.8. Contract award: The LDA reserves the right to contract for all or a partial list of services offered in the proposal. The RFP and the Bidder’s proposal will become part of the contract between the LDA and the Successful Bidder.

7.9. If the Successful Bidder fails to execute a contract with the Client within 30 business days of the Notice of Award, the Client may elect to cancel the selection and award to the next highest scoring Bidder.

7.10. Terms of Payment: The payments will be made based on progress percentage of project as per the schedule below:

The bidder shall quote their rates for **Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow. The payment for Supply, Installation, Testing and Commissioning (SITC) (Implementation Period)** shall be made in stages on the basis of proportionate completion of the work as indicated below: -

Stage	Milestone/ Payment Stage	Payment Schedule (Portion of Estimated Project Capital Cost to be borne by LDA, i.e., Rs. 500.00 Lakhs)
1	Upon approval of the Design/ Layout drawings.	5% of EPCC amount
2	Delivery of project Components/ Equipments	40% of EPCC amount
3	Installation of the Main Elements/ Equipment.	25% of EPCC amount
3	Satisfactory Supply, Installation, Testing and Commissioning (SITC) of the Work.	30% of EPCC amount

Once the Agency completes the SITC work and shall submit a report (the “**Completion Report**”) of completion of work for each site for inspection of the LDA. LDA within 10 (ten) working days of receipt of Completion Report from the Agency shall verify such report and shall issue a SITC Completion Certificate (the “**SITC Completion Certificate**”) within next 3 (three) working days. Thereafter the work for **Operation and Maintenance for a Period of 15 years**, shall be start after the issuance of the SITC Completion Certificate.

Payment Terms and conditions for **Operation and Maintenance for a Period of 15 years** shall be borne by the Agency from its Revenue share component.

8. GENERAL CONDITIONS OF CONTRACT

8.1 Definitions: Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) **Agency:** means the person whose Bid has been accepted by the Authority and the legal successors in title to the Agency but not (except with the consent of the Authority) any assignee of the Agency.
- b) **Agency's Equipment:** means all appliances or things of whatsoever nature required for the purposes of the Works.
- c) **Applicable Law:** means the laws and any other instruments having the force of law in India and the State of Uttar Pradesh as applicable from time to time during the period of contract.
- d) **Contract:** means the Contract signed by the Parties to which the General Conditions (GC) are attached.
- e) **Commencement Date:** means the 7 days from the Effective date, as the date for commencement of the Works.
- f) **Concession Agreement:** means document recording the terms of the Contract between the Authority and the Agency.
- g) **Contract Price:** means the sum stated in the Letter of Acceptance as payable to the Agency for the execution of the Works.
- h) **Day:** means calendar day
- i) **"Effective Date"** means the date on which this Contract comes into force and effect.
- j) **"GC"** means General Conditions of Contract.
- k) **"Government"** means the Government of Uttar Pradesh, India.
- l) **"LDA"** means Lucknow Development Authority.
- m) **"Local Currency"** means the currency of the LDA's country.
- n) **"Party"** means the LDA or the Agency, as the case may be, and "Parties" means both of them.
- o) **"Third Party"** means any person or entity other than the Government, the LDA, the Agency or a Sub-Agency
- p) **"In writing"** means communicated in written form with proof of receipt.
- q) **"Authority"** means the client and the legal successors in title to the Authority and any assignee of the Authority.
- r) **"Letter of Acceptance"** means the formal acceptance by the Authority of the Tender incorporating any adjustments or variations to the Tender agreed between the Authority and Agency.
- s) **"Performance Security"** means the security to be provided by the Agency in accordance with for the due performance of the Contract.
- t) **"Site"** means the Janeshwar Mishra Jurassic Park
- u) **"Sub-Agency"** means any person (other than the Agency) named in the Contract for any part of the Works, or any person to whom any part of the Contract has been subcontracted with the consent of the Authority, and the Sub-Agency's legal successors in title but not any assignee of the Sub-Agency.
- v) **"Tender" or Proposal** means the Agency's priced offer to the Authority for the execution of the Works.
- w) **"Schedule Completion Time"** means the time of 300 days from the Commencement Date for completing the Works unless extended as per provision of the GC.
- x) **"Works"** means all work to be done by the Agency under the Contract.

y) **Relationship between the Parties:** Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the LDA and the Agency. The Agency, subject to this Contract, has complete charge of Personnel and Sub-Agencies, if any, performing the works and shall be fully responsible for the works performed by them or on their behalf hereunder.

8.2 Law Governing Contract: The Applicable Law of India and the State of Uttar Pradesh shall govern this Contract, its meaning and interpretation, and the relation between the Parties.

8.3 Language: This Contract shall be executed in English language and shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

8.4 Headings: The headings shall not limit, alter, or affect the meaning of this Contract

8.5 Notices

a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the RFP.

b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the RFP.

8.6 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the LDA or the Agency may be taken or executed by the officials specified in the RFP.

8.7 Taxes and duties

The Agency, Sub-Agencies, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law.

8.8 Fraud and Corruption

8.8.1. Definitions:

It is the LDA policy to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the LDA. For the purpose of this provision, the terms set forth below as follows:

(a) **“Corrupt practice”** means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Public Procurement process or in contract execution;

(b) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a Public Procurement process or the execution of a contract;

(c) **“Collusive practices”** means a scheme or arrangement between two or more Agencies, with or without the knowledge of the Borrower, designed to establish prices at artificial, non-competitive levels;

(d) **“Coercive practices”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

8.8.2. Measures to be taken

(a) LDA will cancel and terminate the Contract if it determines that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the Public Procurement process or the execution of that Contract.

(b) LDA will sanction the Bidder, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a LDA -financed contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a LDA -financed contract.

8.9 Commissions and Fees: LDA will require the successful Bidder to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the Public Procurement process or execution of the Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the Commission or fee.

8.9.1 Performance Security: The Agency shall, for the performance of its obligations hereunder during the Contract, shall be required to furnish Performance Security of 3% (Three Percent) of the Contract Price at the time of signing of the Agreement. This Performance Security shall be in the form of Bank Guarantee, Fixed Deposit Receipts or Guarantee Bonds of SBI/ Nationalized/Scheduled Commercial Bank in accordance with the prescribed form. The Performance Security should be valid as mentioned in Clause 2.27. The Performance Security submitted, will be returned to the Agency without any interest as mentioned in Clause 2.27.

8.10 Commencement, Completion, Modification and Termination of contract

a) **Effectiveness of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) of the LDA’s notice to the Agency instructing the Agency for Conceptualizing, Designing, Supplying, Installing, Testing and Commissioning and 15 years Operation & Maintenance of the Project. This notice shall confirm that the effectiveness conditions.

b) **Commencement of Works:** The Agency shall be required to commence the work not later than the 7 days after signing of the contract i.e., Effective Date.

c) **Expiration of Contract:** Unless terminated earlier, this Contract shall expire at the end of Concession Period starting from the Effective Date till the end of O&M Period of 15 years from the date of issuance of the SITC Completion Certificate.

d) **Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

e) **Modifications or Variations:** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the work, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party. In cases of substantial modifications or variations, the prior written consent of the LDA is required.

8.11 Force Majeure

8.11.1. Definition:

(a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of Agency or such Sub-Agencies or agents or employees, nor (ii) any event which a diligent Agency could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its.

(c) The failure of Agency to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Agency 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 this Contract.

8.11.2. Measures to be taken

- (a) Agency affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) Agency affected by an event of Force Majeure shall notify the LDA of such event as soon as possible, and in any case not later than twenty-one (21) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which Agency shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Agency was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the works as a result of an event of Force Majeure, the Agency, upon instructions by the LDA, shall either: demobilize, in which case the Agency shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the LDA, in reactivating the works; or
- (e) Continue with the works to the extent possible, in which case the Agency shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (f) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 8.34.

8.12 Suspension

The LDA may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract, including the carrying out of the scope of work, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding ninety (90) days after receipt by the Agency of such notice of suspension.

8.13 Termination

8.13.1. Termination by the LDA

The LDA may terminate this Contract in case of the occurrence of any of the events specified in part of this Clause. In such an occurrence the LDA shall give after giving at least 03 warnings to the Agency before termination and a not less than ninety (90) days' written notice of termination to the Agency, and one-twenty (120) days in case of the event of Force Majeure: -

- (a) If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 8.12 hereinabove, within ninety (90) days of receipt of such notice of suspension or within such further period as the LDA may have subsequently approved in writing.
- (b) If the Agency becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings.
- (d) If the Agency, in the judgment of the LDA, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Agency submits to the LDA a false statement which has a material effect on the rights, obligations or interests of the LDA.

(f) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the works for a period of not less than one-twenty (120) days.

(g) If the LDA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract after giving at least 03 warnings to the Agency before termination.

8.13.2. Termination By the Agency

The Agency may terminate this Contract, by not less than ninety (90) days' written notice to the LDA, such notice to be given after the occurrence of any of the events specified in para of this clause.

(a) If the LDA fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute within ninety (90) days after receiving written notice from the Agency that such payment is overdue.

(b) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the works for a period of not less than one-twenty (120) days.

(c) If the LDA fails to comply with any final decision reached as a result of arbitration.

(d) If the LDA is in material breach of its obligations pursuant to this Contract and has not remedied the same within ninety (90) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by the LDA of the Agency's notice specifying such breach.

8.13.3. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 8.13 hereof, or upon expiration of this Contract hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 8.19 hereof, (iii) the Agency's obligation to permit inspection, copying and auditing of their accounts and records, and (iv) any right which a Agency may have under the Applicable Law of the Government of Uttar Pradesh.

8.13.4. Cessation of Works

Upon termination of this Contract by notice of either Party to the other, the Party shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Works to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the LDA, the Agency shall proceed as provided.

8.13.5. Payment upon Termination

(a) Upon termination of this Contract pursuant to hereof, the LDA shall make the following payments to the Agency:

(b) Payment of works satisfactorily performed prior to the effective date of termination, and reimbursable expenditures, if any for expenditures actually incurred prior to the effective date of termination; and

(c) All the assets created under the project shall become property of the LDA.

8.14 Obligations of Agency

8.14.1. Standard of Performance

(a) The Agency shall undertake the Scope of Work and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the works, as faithful adviser to the LDA, and shall at all times support and safeguard the LDA's legitimate interests in any dealings with Agencies, Sub-Agencies or Third Parties.

(b) The Agency shall, in accordance with the Contract, with due care and diligence, design, manufacture, deliver to Site, erect, test and commission the Works within the Time for Completion. The Agency shall also provide all necessary Agencies' Equipment, superintendence, labor and all necessary facilities therefore.

8.14.2. Setting Out

(a) The Agency shall set out the Works in relation to original points, lines and levels of reference given by the Authority in writing and provide all necessary instruments, appliances and labor for such purposes.

(b) If, at any time during the execution of the Works, any error appears in the positions, levels, dimensions or alignment of the Work, the Agency shall rectify the error. The Agency shall bear the cost of rectifying the error.

8.15 Law Governing Works

The Agency shall perform the works in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Agencies, as well as the Personnel of the Agency, Comply with the Applicable Law. The LDA shall notify the Agency in writing of relevant local customs, and the Agency shall, after such notification, respect such customs.

8.16 Conflict of Interests

The Agency shall hold the LDA's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a) The payment of the Agency hereof shall constitute the Agency's only payment in connection with this Contract and, the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub-Agencies, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

b) Furthermore, if the Agency, as part of the Scope of Work, has the responsibility of advising the LDA on the procurement of goods, works, the Agency shall comply with the LDA's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the LDA. Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the LDA.

8.17 Agency and affiliates not to be otherwise interested in Project

The Agency agrees that, during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency as well as any Sub- Agencies and any entity affiliated with such Sub-Agencies, shall be disqualified from providing goods, works or services resulting from or directly related to the Agency's works for the preparation or Installation, Commissioning of the Project.

8.18 Prohibition of conflicting activities

The Agency shall not engage and shall cause their Personnel as well as their Sub-Agencies and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

8.19 Confidentiality

Except with the prior written consent of the LDA, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the works, nor shall the Agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the works.

8.20 Liability of the Agency

The entire and collective liability of the selected Agency arising out of or relating to this agreement will be to the extent of the agreed final Financial Bid as quoted by the Agency.

8.21 Insurance to be taken out by the Agency

The Agency (i) shall take out and maintain, and shall cause any Sub-Agencies to take out and maintain, at their (or the Sub-Agencies', as the case may be) own cost but on terms and conditions approved by the LDA, insurance against the risks, and for all the coverage including all project components covered under the contract and (ii) at the LDA's request, shall provide evidence to the LDA showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

8.22 Agency's Actions requiring LDA's Prior Approval

The Agency shall obtain the LDA's prior approval in writing before taking any decision with respect to Subcontracting or any major change in Project Structure.

8.23 Subcontracts

LDA will not permit sub-contracting of any part of the assignment as per the Terms of Reference. In special circumstances that may require the Agency to subcontract work to an extent and with such experts and entities, LDA may at its sole discretion consider such subcontracting. **The Agency shall have to obtain LDA's prior approval for such subcontracting. Notwithstanding such approval, the Agency shall retain full responsibility for the works.** In the event that any Sub-Agencies are found by the LDA to be incompetent or incapable in discharging assigned duties, the LDA may request the Agency to provide a replacement, with qualifications and experience acceptable to the LDA, or to resume the performance of the works itself.

8.24 Reporting obligations

The Agency shall submit to the LDA the reports and documents specified in the Terms of Reference, in the RFP, in the numbers and within the periods set forth in the said Terms of Reference. Final reports shall be delivered in soft copies in Pen Drive/DVD/CD ROM in addition to the hard copies specified in said Terms of Reference.

8.25 Documents prepared by the Agency to be the property of the LDA

All the drawings, specifications and documents as instruments of assignment are the property of the LDA whether the project for which they are executed or not. The Agency shall be deemed the author of these documents.

8.26 Equipment, vehicles and materials furnished by the LDA

Equipment and materials made available to the Agency by the LDA, or purchased by the Agency wholly or partly with funds provided by the LDA, shall be the property of the LDA and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the LDA inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the LDA's instructions. While in possession of such equipment and materials, the Agency, unless otherwise instructed by the LDA in writing, shall insure them at the expense of the LDA in an amount equal to their full replacement value.

8.27 Equipment and materials provided by the Agency

Equipment or materials brought by the Agency and the Personnel and used either for the Project or personal use shall remain the property of the Agency or the Personnel concerned, as applicable.

8.28 Agency Personnel and Sub-Agencies

The Agency shall employ and provide such qualified and experienced Personnel and Sub-Agencies as are required to carry out the works.

8.29 Resident Project Manager

The Agency shall ensure that at all times during the Agency's performance of the Works for the assignment under this Contract, a resident project manager, **who has been identified as the Project Manager**, shall take charge of the performance of such works.

8.30 Obligation of the LDA

a) **Assistance and exemptions:** LDA shall assist the Agency and his staff for getting necessary statutory permissions, approvals as may be required under the law for their stay at the project site and for undertaking the Scope of Work as per the Terms of the Reference.

b) **Access to Site:** The LDA warrants that the Agency shall have, free of charge unimpeded access to all land at the Project site in respect of which access is required for the performance of the Works. The LDA will be responsible for any damage to such land, or any property thereon resulting from such access and will indemnify the Agency and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Agency or any Sub-Agencies or the Personnel of either of them.

c) **Change in the Applicable Law related to taxes and duties:** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Agency in performing the Works, then the such cost under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts.

8.31 Counterpart Personnel

- a) The LDA shall make available to the Agency free of charge such professional and support counterpart personnel, to be nominated by the LDA with the Agency's advice.
- b) Professional and support counterpart personnel, excluding LDA's liaison personnel, shall work under the exclusive direction of the Agency. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Agency that is consistent with the position occupied by such member, the Agency may request the replacement of such member, and the LDA shall not unreasonably refuse to act upon such request.

8.32 Billing & Payment to the Agency

8.32.1. Cost estimates

- (a) The Agency shall be paid as per quoted amount under the Financial Proposal and accepted by the LDA. Such payment will be only in Indian Rupees. The total cost of the project will be for the entire Scope of Works to be provided by the Agency as per the Terms of Reference.
- (b) Except as may be otherwise agreed, payments under this Contract shall not exceed the total price quoted by the Agency and accepted by the LDA.
- (c) If the Parties shall agree that additional payments if any shall be made to the Agency in order to cover any necessary additional expenditures not envisaged as per the Terms of Reference above, the ceiling or ceilings, as the case may be, shall be increased by the amount or amounts, as the case may be, of any such additional payments at the sole discretions of the LDA. Such increase shall be agreed mutually.

8.32.2. Currency of Payment:

All payments will be made in Indian Rupees.

8.32.3. Billing and Payment

- (a) Within the number of days after the Effective Date specified in the TOR, the LDA shall cause to be paid to the Agency advance payments, if any, in Indian currency as specified in the TOR. When the TOR indicate advance payment, this shall be paid to the Agency after furnishing the Bank Guarantee of an equal amount to the LDA.
- (b) Payment during the Implementation Period shall be made as per clause 7.10. As soon as practicable and not later than fifteen (15) days after the end of milestone during the period of the Works, the Agency shall submit to the LDA, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable for such milestone as indicated in the TOR.
- (c) The LDA shall pay the Agency's claim within thirty (30) days after the receipt by the LDA of such Claim with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Agency, the LDA may add or subtract the difference from any subsequent payments.

8.33 Fairness and Good Faith

- a) **Good faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- b) **Operation of the Contract :** The Parties recognize that it is impractical in this Contract to provide for

every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, they will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

8.34 Settlement of Disputes

8.34.1. Amicable Settlement:

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days of receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, below clause shall apply.

8.34.2. Dispute Resolution

(a) Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996.

(b) Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Authority and the Bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

(c) Arbitration proceedings shall be held in India at Lucknow and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Authority and the Bidder. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

8.35 Extension of Time for Completion

The Agency may claim an extension of the Time for Completion if he is or will be delayed in completing the Works by any of the following causes:

- a) Extra or additional work ordered.
- b) The failure of the LDA to fulfil any of his obligations under the Contract,

The Agency shall not be entitled to claim any extra cost if extension of time is given beyond the above reasons.

8.36 Delay in Completion

If the Agency fails to complete the Works within the time for completion by the Agency, then the Agency shall be liable to pay 0.5% of the Performance Security for each day of delay. The amount of liquidated damages under this Contract shall not exceed 10% of the Performance Security. If liquidated damages

exceed the said limit, in such case the Contract shall be terminated, and all the Project components shall become the property of the LDA. The LDA shall within a reasonable time give the Agency notice of his intentions for effecting the liquidated damages.

8.37 Operation and Maintenance

(a) The Agency shall carry out the operation and Maintenance of the project as per terms of RFP for the period specified in Terms of Reference. If the Agency fails to operate the project facility except as permitted by LDA, then the Agency shall be liable to pay 0.1% of the Performance Security for each day of delay. The amount of liquidated damages under this Contract shall not exceed 10% of value of Performance Security. If liquidated damages exceed the said limit, in such case the Contract shall be terminated, and all the Project components shall become the property of the LDA.

(b) The Agency at least 30 days before the end of the SITC Period shall submit Operation and Maintenance Manuals with all drawings of the Works as built to the LDA for approval, so that these manuals get approved before the start of O&M Period of 15 years. These manuals shall be revised periodically as per latest updation or as instructed by LDA. These shall be in such detail and recently updated, which shall enable the LDA to operate, maintain, adjust and repair all parts of the Works after the expiry of the Concession Period. The manuals and drawings shall be in the ruling language, and in such form and three numbers as stated in the Contract. Unless otherwise agreed, the Works shall not be considered to be completed for the purposes of issuance of SITC Completion Certificate until such manuals and drawings have been supplied to LDA.

9. TERMS OF REFERENCE (TOR)

9.1 Scope of Work

9.1.1. The Project – Key Requirements

The Agency scope include Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow.

The Project should comprise the installation of Animatronics/Robotic/Natural Sculptures of King-Kong, Spinosaurus, crocodile, Apatosaurus, T-Rex, Mammoth, Godzilla, Tree, Triceratops, Memenchisaurus, Tiger, Animatronics Dinosaurs, Animatronics Gate, Interactive Costume Dinosaurs, Interactive Foliage, Butterfly Garden, Kids play area etc.

9.1.2. SITE LOCATION: Janeshwar Mishra Park, Lucknow, Uttar Pradesh



Figure 1: Janeshwar Mishra Park

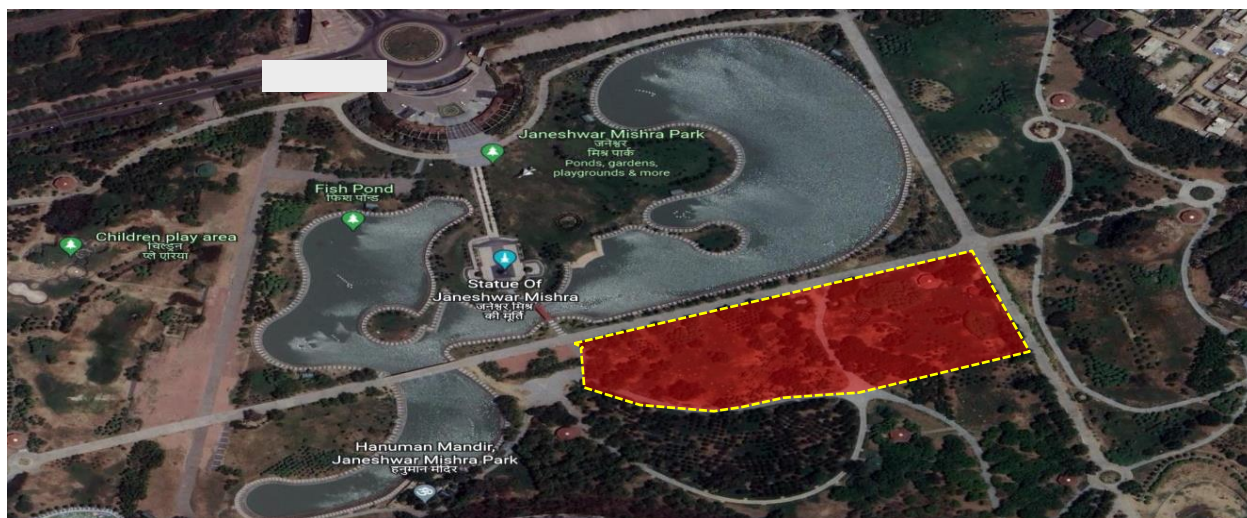


Figure 2: Site Location & its Premises

9.1.3. Other Project Requirements

- (a) Planning, developing, providing, casting, placing, erecting, fixing, testing, final finishing and commissioning of hyper realistic mannequins of required material, shape, size, posture, expression, gesture, design including costume and accessories of all characters i.e., Hair grafting, silicon pigmentation, nail and eye simulation etc. on the basis of research and development and approval of visual and or textual references to be done by the vendor and as per directions of the Consultant and /or Engineer-in- Charge.
- (b) This item is related to creative lead which will depend upon creativity of design consultants and other factors such as composition and aesthetic suitability etc., so there is always possibility of iterations and changes at any stage during preparation of model / prototype / execution of item.
- (c) The following activities also include research and development, preparation of concept sketches, drawings, preparation of sketches including color planning in the form of sketches/renders as per established mood, composition, aesthetic filter and style in design, shop floor drawings adhering to technical and structural stability standards (if applicable), soft and clay/wax development, model preparation and getting its approval from the design consultant/Engineer in charge.
- (d) The model casting in silicon or material as directed, erection and onsite installation as per location/position/orientation adhering to technical details, onsite/offsite supervision and co- ordination, visual & light testing, and touch ups of all mannequins during integration including fine tuning during museum commissioning as per directions of the Consultant/Engineer in Charge.

9.1.4. Work Schedule

The total time frame for completion of the project including successful commissioning is 300 days from the date of execution of concession agreement. The Bidder shall submit the fortnightly schedule of the project right from the date of execution of concession agreement till the successful commissioning of the project. This work schedule shall be the draft milestones to be achieved for the project. The successful bidder has to submit its detailed plan, to the satisfaction of LDA, for implementation of the project before the execution of concession agreement.

9.1.5. Insurance

The complete project shall be insured by the Agency till completion of project of its own cost in the name of LDA or nominated agency throughout the Concession period.

9.1.6. Warranty of all Equipment

Warranty of all equipment should be in favor of LDA.

9.1.7. Electricity Connection

- a) Electricity connection shall be provided by the LDA at the nearest to the Electrical Room. All internal connections in the Electrical room shall be installed by the Agency.
- b) Water Connection shall also be providing by the LDA at the nearest possible point to the park.
- c) The electricity charges/Water charge till commissioning of the project shall be borne by the Agency or they will make their own arrangement for the same.
- d) The electricity charges after commissioning of the project shall be borne by LDA or its nominated

agency or as mutually agreed by LDA and the Selected Bidder.

9.1.8. Construction/Commissioning Period

The project shall be successfully commissioned within 300 days from Effective Date.

9.1.9. Approvals

All the approvals required for successful commissioning of the projects shall be the responsibility of the selected Bidder. LDA may assist the selected Bidder in obtaining necessary approvals. Approval on design and commissioning shall be obtained from the Authority. The Authority may appoint a third party for verification.

9.1.10. Other General Terms

- a) Agencies are requested to visit the site prior to filing/submission and undertake self-assessment of all the necessary works as per the specification and plans including all attributes/matters related for completion of this project.
- b) The Agency is to seek clarification prior to the submission date (where necessary), to have clarity of all the activities required to be carried out for a successful and timely completion of this project and the works which shall be carried out by the successful Agency.
- c) The Agency shall furnish all labour, material, tools and equipment necessary to complete the works as indicated or inferred in the supporting drawing package. Any item not specifically shown in the drawings or specified, but normally required to conform to the required outcome or such intent, should be considered part of the work unless identified by the Agency prior to commencement of works. The Agency shall include and price for such item in the BOQ accordingly.
- d) The works shall be completed within the scheduled time unless otherwise approved by the Client or its representatives and shall be certified by LDA upon Practical Completion.
- e) The Agency shall submit for approval within 7 days of the issue of Letter of Award, his proposed Work Program based on the criteria of the overall schedule of works, showing the intended sequences, stages and order of proceeding with the works together with the period of time he has estimated for each and every stage of the progress including the resources and plant required.
- f) The Agency shall prepare the "Detail Drawings" for the Project. The construction will be done on these drawings after the approval of LDA.
- g) The successful bidder shall also prepare 'As Built Drawings' after execution depicting the exact construction carried out on site, in soft and hard copy format. Statutory and other charges for getting various required approvals as required shall be in scope of Successful bidder.
- h) The Agency should submit a detailed timeline for scope of work to be carried out including details of the manpower deployment for the projects prior to commencing the works for approval by LDA.
- i) LDA or his representatives will supervise and monitor the progress of installation phase and Agency shall provide necessary coordination.
- j) Procurement program indicating purchasing and dispatch of materials as per the implementation timelines. The Bidder shall also provide the supporting evidence for all the items delivered to the site and take possession of said items.
- k) Preparation and submission of periodical progress report for all the stages on a weekly basis. The

Agency must be aware of general and specific site conditions, topography and any existing landscape prior to commencement of any landscape works on site.

l) The Bidder will arrange the site inspection for the client and consultant during the entire concession period.

Note: If work item is not detailed under Indian Standards, appointed Agency should refer to relevant international standard. This should be approved by Employer prior to implementation.

9.2 Specification & Standards

9.2.1. General

(a) Unless specified otherwise, the Agency shall comply with all the minimum requirements of the Design, Supply and Installation as per the Latest Standards, Statutory requirements, National Building codes and all other relevant regulations.

(b) Where the Standards and Specifications for any of the above work are not given, Good Industry Practice shall be adopted to the satisfaction of LDA's Engineer.

9.2.2. Scope & Specification of Supply

i. **Thematic / Animatronics Entry:** The park will have a thematic entry gateway to welcome the visitors in a pre-historic era of dinosaurs.



ii. **INTERACTIVE FOILAGE:** The animatronics Interactive Foliage is an electronic model to emulate the real-looking tree. The talking tree will be installed near the entrance gate which will introduce the theme park.



iii. **INTERACTIVE DINOSAURS:** Interactive dinosaurs would be functioning with operators who would wear the dinosaur costume. These real-looking dinosaurs will interact with the visitors.



iv. **ANIMATRONICS:** It is an advanced technology. Animatronics are electronically driven figures that are commonly designed to resemble real creatures. Extinct animals are presented to public through these in a realistic environment.



v. **NATURAL ELEMENTS:** We can say these natural elements will be Eco-friendly Sculptures. Trees and bird sculptures made up of eco- friendly material will complement the site. These will be made out of waste materials.



vi. **CAVE (An Immersive Zone):** An immersive experience will be created in the park through a tunnel with the look and feel of a dinosaur cave.



vii. The other Sculpture and Elements will be as per listed in Bill of Material with their material specification and size. The above Elements material specification and size are also mentioned in Bill of Material. Bidders are free to give any other elements other than the Bill of material but limited to Theme of the Dinosaurs Park.

viii. A Children Play is will also part of the Dinosaurs Park.

ix. **SITC of all the element as per RFP: -**

A. Provide materials, labor, and equipment including but not limited to:

1. The delivery, unloading, setting in place, fastening to walls, floors, ceilings, counters, or other structures where required.

2. Provide low voltage Power and AV Signal cable as per drawings as required to deliver a fully functional system.
3. Final terminations, dressing, and testing of all Cabling inclusive of cables pulled by others.
4. Interconnecting wiring of the system components and equipment alignment and adjustment.
5. All other works whether or not expressly specified herein and on the drawings to provide complete operational turnkey systems.
6. To work alongside with the creative and producers' team to upload all content and align the system to the content.

B. These specifications and the drawings do not necessarily indicate every single component part of each system. It is the responsibility of the Agency to engineer each system and its interconnection in order to provide, furnish, and install completely operational turnkey systems. No error or omission herein or on any related Construction Documents shall relieve the Agency from this responsibility to do so.

C. Install all equipment to industry safety and ergonomic standards and provide full engineering and technical support throughout the installation process.

D. The Agency shall study the drawings and familiarize himself with the Work of the entire project scope. The Work of this section shall be carefully organized and programmed so that its progress shall be concurrent with the work of all other trades and so that the work shall proceed as expeditiously as possible.

E. The Agency shall be responsible for the correct placing of the Work of this section, equipment to fit into the structure as built, and attachment of equipment to the work of all other trades and Owner furnished equipment and facilities.

F. It shall be the responsibility of the Agency to coordinate with those performing related work and to interface other systems with the Work of this section. The Agency shall ensure that the work by others shall integrate properly with the Work of this section and that all such work collectively complies with all requirements as specified herein: -

1. Coordination shall include providing timely submittal and field coordination of mounting requirements, dimensions, and any other information required by other trades.
2. Maintain constant communications with all designated personnel of the agency and attend all construction meetings as requested by the Engineer in Charge.

G. The agency shall generate typical workflow charts with written detailed description for the complete installation and wiring of the system with typical connectivity diagrams. This shall be submitted with the Bid. The Agency can use the drawings submitted with the Bid as his base drawing to submit the workflow charts and the typical connectivity diagrams. The positions marked of all equipment are not final and is subject to change as the case may be. This is to represent to the client that the agency has understood all the requirements technically and to convince the client of the same. The above is the minimum requirements to be submitted with the Bid. If the Agency wants, he can submit more documents to show his understanding of the project. The Agency shall provide Schedules and Diagrams for the onsite installation and wiring and shall provide ongoing supervision & coordination during the implementation phase. The agency shall provide pre-printed wire labels numerically organized for signal type and cable

count according to the engineering documentation & shop drawings.

H. System Interconnections

1. The functional interconnections of the control and video systems shall comply with the manufacturer's system installation guidelines industry standard practices, and as specified herein.

The Agency shall provide all interconnection cable, connectors, terminal strips, wireway, flexible conduit, raceways, etc., to facilitate the audio-visual systems as detailed within these specifications and drawings.

2. The Agency shall provide all custom connector panels required.

3. The Agency shall provide all brackets and mounts for the connection of the AV Equipment.

I. The Agency shall be fully responsible for the coordination of the control system & custom programming. Further, the Agency shall be responsible for coordinating the on-site programming, software de-bugging, and revising custom screens after initial use.

J. The Agency shall be responsible for the comprehensive adjustment of the systems as specified herein and shall provide all test equipment for the system checkout and acceptance tests. Agency shall provide on-the-job training in systems operation and maintenance to Owner designated personnel.

K. Adjust and balance all circuits as specified herein. Set all controls and software parameters to render fully and optimally operating systems and sub systems. All computer-controlled functions shall require complete audio/ computer/ software setup, balancing, label entry and documentation.

x. TECHNICAL SPECIFICATIONS (Audio Content)

1. Music and Content production shall include but not be limited to the following:

a. Sound Design – Using Foley and existing sound effects libraries to create sync and non- sync Effects for the elements as per Bill of Materials, as per the audio brief. It has to be sourced and created, recorded, edited and mixed.

b. Background Music – composing original music score to enhance the mood, emotions, drama of each Element, as per the approved content document. This has to be composed, arranged, programmed, produced, recorded with musicians, edited and mixed.

c. Voice-Over – Narration for the entire project wherever needs to be recorded in two voices, each, for the two deliverable languages. Voices have to be cast, analyzed, recorded, edited and mixed.

d. Final Mix – All the above elements are put together to form a continuous segment, in consultation and on-site checking with the design consultant. All final elements need to be edited against a running timeline, mixed and mastered before final delivery.

e. All Music and Audio content shall be playback on speakers wherever needed.

2. The narration of the voice over will be done by two voices (one male, one female) for each of the two languages (Hindi, English), to allow for change in dynamics, texture and dramatic effect.

3. Poetry, if any in Hindi, to be recited by one voice and used in other languages, as is.

4. Submissions to be made at every stage mentioned in the Scope of Work.

5. Slight adjustments for durations and formats will have to be accounted for.

6. The Music and Audio content Producer shall work closely with a musicologist, for additional historical accuracy for the content to be provided.

xi. Suggestions/ Alterations:

After the site is soft commissioned, the same will be reviewed by LDA. Suggestion in the concept/integration, voice etc. received from LDA same need to be incorporated before the show is finally commissioned.

Indicative List of Elements/ Bill of Material List

S.No.	Item	Qty.	Unit
1	<p>Mammoth-Designing, Fabrication, Installation of Sculptures with all required machinery, purchase & carriage of Scrap/junk/discard material The structure needs to be made with a minimum area as per below details, using the scrap/junk/discard material with electrical, mechanical & Art work.</p> <p>Minimum Height – 16 feet Minimum Width – 3 feet Minimum Length – 18 feet</p> <p>excluding foundation work Applying primer coats (two or more coats) of approved quality primer, painting with P.U. Coasting automotive paint of approved quality (two or more coats) with giving proper finishing with all necessary work as per direction of work-in-charge</p>	1.00	Nos.
2	<p>Apatosaurus-Designing, Fabrication, Installation of Sculptures with all required machinery ,purchase & carriage of Scrap/junk/discard material The structure needs to be made with a minimum area as per below details, using the scrap/junk/discard material with electrical, mechanical & Art work.</p> <p>Minimum Height – 10 feet Minimum Width – 3 feet Minimum Length – 18 feet</p> <p>excluding foundation work Applying primer coats (two or more coats) of approved quality primer, painting with P.U. Coasting automotive paint of approved quality (two or more coats) with giving proper finishing with all necessary work as per direction of work-in-charge</p>	1.00	Nos.
3	<p>Spinosaurus-Designing, Fabrication, Installation of Sculptures with all required machinery ,purchase & carriage of Scrap/junk/discard material The structure needs to be made with a minimum area as per below details, using the scrap/junk/discard material with electrical, mechanical & Art work.</p> <p>Minimum Height – 10 feet Minimum Width – 3 feet Minimum Length – 16 feet</p> <p>excluding foundation work Applying primer coats (two or more coats) of approved quality primer, painting with P.U. Coasting automotive paint of approved quality (two or more coats) with giving proper finishing with all necessary work as per direction of work-in-charge</p>	1.00	Nos.
4	<p>Triceratops/Stegosaurus-Designing, Fabrication, Installation of Sculptures with all required machinery ,purchase & carriage of Scrap/junk/discard material The structure needs to be made with a</p>	1.00	Nos.

	<p>minimum area as per below details, using the scrap/junk/discard material with electrical, mechanical & Art work.</p> <p>Minimum Height – 10 feet</p> <p>Minimum Width – 3 feet</p> <p>Minimum Length – 18 feet</p> <p>excluding foundation work Applying primer coats (two or more coats) of approved quality primer, painting with P.U. Coasting automotive paint of approved quality (two or more coats) with giving proper finishing with all necessary work as per direction of work-in-charge</p>		
5	<p>T.rex-Designing, Fabrication, Installation of Sculptures with all required machinery ,purchase & carriage of Scrap/junk/discard material The structure needs to be made with a minimum area as per below details, using the scrap/junk/discard material with electrical, mechanical & Art work.</p> <p>Minimum Height – 12 feet</p> <p>Minimum Width – 3 feet</p> <p>Minimum Length – 14 feet</p> <p>excluding foundation work Applying primer coats (two or more coats) of approved quality primer, painting with P.U. Coasting automotive paint of approved quality (two or more coats) with giving proper finishing with all necessary work as per direction of work-in-charge</p>	1.00	No S.
6	<p>Godzilla-Designing, Fabrication, Installation of Sculptures with all required machinery ,purchase & carriage of Scrap/junk/discard material The structure needs to be made with a minimum area as per below details, using the scrap/junk/discard material with electrical, mechanical & Art work.</p> <p>Minimum Height – 10 feet</p> <p>Minimum Width – 5 feet</p> <p>Minimum Length – 6 feet</p> <p>excluding foundation work Applying primer coats (two or more coats) of approved quality primer, painting with P.U. Coasting automotive paint of approved quality (two or more coats) with giving proper finishing with all necessary work as per direction of work-in-charge</p>	1.00	No S.
7	<p>Tiger-Designing, Fabrication, Installation of Sculptures with all required machinery ,purchase & carriage of Scrap/junk/discard material The structure needs to be made with a minimum area as per below details, using the scrap/junk/discard material with electrical, mechanical & Art work.</p> <p>Minimum Height – 5 feet</p> <p>Minimum Width – 1.5 feet</p> <p>Minimum Length – 6 feet</p> <p>excluding foundation work Applying primer coats (two or more coats)</p>	1.00	No S.

	<p>of approved quality primer, painting with P.U. Coasting automotive paint of approved quality (two or more coats) with giving proper finishing with all necessary work as per direction of work-in-charge</p>		
8.	<p>Crocodile-Designing, Fabrication, Installation of Sculptures with all required 64foundation ,purchase & carriage of Scrap/junk/discard material The structure needs to be made with a minimum area as per below details, using the scrap/junk/discard material with electrical, 64foundation & Art work. Minimum Height – 1 feet Minimum Width – 2.5 feet Minimum Length – 15 feet excluding 64foundation work Applying primer coats (two or more coats) of approved quality primer, painting with P.U. Coasting automotive paint of approved quality (two or more coats) with giving proper finishing with all necessary work as per direction of work-in-charge</p>	1.00	No s.
9.	<p>King Kong-Designing, Fabrication, Installation of Sculptures with all required machinery ,purchase & carriage of Scrap/junk/discard material The structure needs to be made with a minimum area as per below details, using the scrap/junk/discard material with electrical, mechanical & Art work. Minimum Height – 10 feet Minimum Width – 8 feet Minimum Length – 8 feet Excluding foundation work Applying primer coats (two or more coats) of approved quality primer, painting with P.U. Coasting automotive paint of approved quality (two or more coats) with giving proper finishing with all necessary work as per direction of work-in-charge</p>	1.00	No s.
10.	<p>Birds-Designing, Fabrication, Installation of Sculptures with all required machinery, purchase & carriage of Scrap/junk/discard material. The structure needs to be made with a minimum area as per below details, using the scrap/ junk/ discard material with electrical, mechanical & Art work. Size & shape will be as per direction given by artist, Tentative wt. of all birds will be 800kgs excluding foundation work. Applying primer coats (two or more coats) of approved quality primer, painting with P.U. Coating automotive paint of approved quality (two or more coats) with giving proper finishing with all necessary work as per direction of work-in-charge.</p>	800.00	Kg.

11.	Butterfly garden-Designing, Fabrication, Installation of Sculptures with all required machinery, purchase & carriage of Scrap/junk/discard material. The structure needs to be made with a minimum area as per below details, using the scrap/ junk/ discard material with electrical, mechanical & Art work. Size & shape will be as per direction given by artist, Tentative wt. of all birds will be 800kgs excluding foundation work. Applying primer coats (two or more coats) of approved quality primer, painting with P.U. Coating automotive paint of approved quality (two or more coats) with giving proper finishing with all necessary work as per direction of work-in-charge	800.00	Kg.
12.	Cave -Designing, Fabrication, Installation & beautification of cave with all required machinery ,purchase & carriage of Scrap/junk/discard material (Excluding purchase of RCC precast pipe for Cave) The structure needs to be made with a minimum area as per below details, using the scrap/junk/discard material with electrical, mechanical & Art work. excluding foundation work Applying primer coats (two or more coats) of approved quality primer, painting with P.U. Coating automotive paint of approved quality (two or more coats) with giving proper finishing with all necessary work as per direction of work-in-charge	1.00	No s.
13.	Pond- Designing, Fabrication, Installation & beautification of trees with required materials.	1.00	Job
14.	Tree Sculptures -Designing, Fabrication, Installation & beautification of trees with required materials.	1.00	Job
15.	Memenchisaurus- Supply Installation, testing and Commissioning of interactive animatronics dinosaur made of durable polyresin. External speaker is to be installed to deliver high-impact output. The entire model shall be constructed from weather-proof and robust materials for longer durability. The system shall be activated by an IR sensor and is automatically turned off if the visitors go beyond a certain distance to avoid continuous running complete in all respects and approved by engineer in charge.	1.00	No s.
16.	Interactive Dinosaur- Supply Installation, testing and Commissioning of Interactive costume dinosaur with silicon suit inside. These are run manually by operators and interact and play with visitors. Material used on the surface makes it most real-looking complete in all respects and approved by engineer in charge.	2.00	No s.
17.	Animatronics- Supply Installation, testing and Commissioning of interactive animatronics dinosaur made of durable polyresin. External speaker is to be installed to deliver high-impact output. The entire model shall be constructed from weather-proof and robust materials for longer durability. The system shall be activated by an IR sensor and	2.00	No s.

	is automatically turned off if the visitors go beyond a certain distance to avoid continuous running complete in all respects and as directed by engineer in charge.		
18.	Animatronics Gate -Supply Installation, testing and Commissioning of Interactive gate. External speaker is to be installed to deliver high-impact output. The entire model shall be constructed from weather-proof and robust materials for longer durability. The system shall be activated by an IR sensor and is automatically turned off if the visitors go beyond a certain distance to avoid continuous running complete in all respects and as directed by the Engineer in Charge.	1.00	No s.
19.	Supply and fixing of Shipping Container for changing room size 20'x8'x8.6' ,the Used/old shipping container will be pre-fabricated as per design and specification with 1 AC vents for Split AC ,window size (3'x2') bulkheads above and safety grill outside 10mmx10mm,wiring & switches ,insulation & interiors, exteriors, utilities complete in all respects and as directed by engineer in charge.	1.00	No s.
20.	Interactive Foliage- Supply Installation, testing and Commissioning of Interactive Foliage made of durable polyresin. Looks best when the tree is at least 3' wide which comes with many pieces. External speaker is to be installed to deliver high- impact output. The entire model shall be constructed from weather-proof and robust materials for longer durability. The system shall be activated by an IR sensor and is automatically turned off if the visitors go beyond a certain distance to avoid continuous running with minimum following Specification: Type = Robotic, Speech: Bilingual (English + Hindi) with recording duration of minimum 1 min per language Range of Motions: Eyes Blinking Opening closing of mouth with sound complete in all respects and as directed by engineer in charge.	1.00	No s.
21.	Supply Installation, testing and Commissioning of Interactive Panel complete in all respects and as directed by engineer in charge.	10.00	No s.
22.	Supply and fixing Shipping Container for Ticket Counter size 20'x8'x8.6' ,the Used/old shipping container will be pre - fabricated as per design and specification with 1 AC vents for Split AC ,window size (3'x2') bulkheads above and safety grill outside 10mmx10mm,wiring & switches ,insulation & interiors, exteriors, utilities (round table 4" dia) complete in all respects and as directed by engineer in charge.	1.00	No s.

23.	Supply and fixing Shipping Container for cafe size 20'x8'x8.6' ,the Used/old shipping container will be pre -fabricated as per design and specification with 1 AC vents for Split AC, window size (3'x2') bulkheads above and safety grill outside 10mmx10mm,wiring & switches ,insulation & interiors, exteriors, utilities complete in all respects and as directed by engineer in charge.	1.00	No s.
24.	Fabrication, making of huts with all required material as per design and specification, a shaded hut but surrounding opened hut of good quality bamboo plus straw grass and all fitting, in the 15 feet octagonal outer dia 15'x12' (l x h) with proper finishing with all necessary work as per direction of work-in- charge.	5.00	No s.
25.	Supply and Fixing of Furniture with scrap material for visitors of the park with strong and sturdy base. Height – 3 feet Width – 5 feet Length – 3 feet with proper finishing with all necessary work as per direction of work-in- charge.		
26.	<p>Creating of Children Play Area:</p> <ol style="list-style-type: none"> 1. Roto Moulded LLDPE Roofs are produced from UV stabilized virgin material. 2. Roto Moulded LLDPE Slides are produced from UV stabilized virgin material. 3. Roto Moulded LLDPE Decorations are produced from UV stabilized virgin material. 4. Powder Coated is done on Stairs , Bridge & Platforms which is made of Galvanized Sheet with precision punched hole of 10mm. 5. 28mm Galvanized pipe are used for Platform & Ladder Railing with further treatment of powder coating. 6. 89mm Galvanized post are used as structure post with further treatment of powder coating. 7. Handrails of stairs are made of Galvanized pipe with further treatment of powder coating. 8. Roto Moulded LLDPE Panels are produced from UV stabilized virgin material. 9.Slide Entry Gate Panels are used for children safety so that they don't fall down. 10. Nylon clamps are used for proper installation of all panels. 11. All nuts will be covered with NYLON CAPS. <ol style="list-style-type: none"> 2. Platform sizes used in this MPS-Square platform 1150 X 1150 X 85MM,Spiral platform 920 X 745 X 85MM, Trapezium Platform 2250 x 1150 x 1000 x 85MM. 3. 89mm Galvanized pipe are used for Swing structure post with further treatment of powder coating, Durable rubber flap with triangular hook & PVC Coated chains for the safety of hands. 4. 89mm Galvanized pipe are used for Monkey Bar & Balancing Bridge structure post with further treatment of powder coating. 	1.00	Job

27.	Completion of Civil Works like Pathways, landscaping, control room, boundary walls, paint, finishing etc. related to Jurassic Park with all necessary work as per direction of work-in- charge.	1.00	Job
28.	Supply, Installation, Testing and Commissioning of Main Power System UPS, wiring, Cabling, power panels etc. with all necessary work as per direction of work-in- charge.	1.00	Job

9.3 Terms and Conditions for PPP Model:

1. The EPCC is Rs. shall be about Rs. 750.00 Lakhs including GST out of which Rs. 500.00 Lakhs will be borne by LDA and as this project is on PPP mode so rest Rs. 250.00 Lakhs and any extra cost above EPCC to complete the project as per Bill of Quantity (BoQ) shall be borne by the Bidder.

2. Once the infrastructure is ready for operation after trial, the Agency will start operations of Jurassic Park as per terms & conditions and run the park on working hours of all working days as per the Authority.

3. Ticket fee for Jurassic Park will be based on dynamic pricing (inclusive of share / taxes etc.) and will be merged with the entry ticket fee/ package ticket fee, so that all the visitors entering the Park with Entry Ticket or Package Ticket will be entitled to see this facility. The Agency may install ticket kiosks at any gate of the Janeshwar Park for this purpose.

4. Ticket Fee will be increased @10% annually after every year of operation and Maintenance of Jurassic Park.

5. For any type of discounted tickets approved by LDA (discounts offered on special occasions, Student Discounts, Bulk Scheme Discounts etc. time to time) or at the time of free entry of Park will be optional and ticket will be issued separately, the infrastructure and logistics for which will be arranged by the Agency.

6. The revenue, received from the Jurassic Park Ticket Fee, will be shared between the LDA and the Agency as per the approved rates as follows:
 - a) Revenue of LDA: LDA will be shared minimum 10% of the Total ticket fee by the Agency on each day from the date of commencement of facility (for the visitors) till the completion of 15 years after SITC Period.
 - b) Revenue of Agency: Agency will retain 90 % of the Total ticket fee on each day from the date of commencement of facility (for the visitors) till the completion of 15 years after SITC Period.

7. The Agency’s representative will produce the details of sale of Entry ticket on weekly basis and the representative of the Lucknow Development Authority will acknowledge the sale report weekly. The payment on account of revenue from Entry Ticket sales will be settled by the Agency to Lucknow Development Authority monthly as per terms and conditions of the Agreement. The Agency will not claim any extra or additional share other than the rate approved.

8. The Agency shall be free to carry other revenue generating activities related to the theme of Jurassic

Park such as Bird Aviary, souvenir shops, cafeteria, etc. The revenue generated from these activities will be used by the Agency for the O&M of the Jurassic Park.

9. The Agency may also do marketing and promotional activities as per requirement.

9.4 Responsibilities of Firm /Agency:

1. Firm / Agency shall follow and comply with Requirements / ACTS / Rules / Notifications by Government and Guidelines provided for such activities.
2. Comply with rules and notifications of Ministry of Labor, Government of Uttar Pradesh.
3. Comply with Statutory and tax compliances.
4. LDA will take action against any such violation of rules / guidelines etc. as per terms and conditions during inspections or otherwise.
5. Electricity bill on account of operations of Jurassic Park will be paid by the LDA and Maintenance cost will be bear by Agency/Firm or agreed mutually by LDA and Selected Bidder.
6. The Agency will not transfer or sublet the contract.
7. The models shall also be kept in excellent safe operative conditions. The Agency will arrange and provide all other auxiliary and support infrastructure or equipment for operations and maintenance of the facility.
8. The Agency will be responsible for maintaining pollution free environment in and around the park. If the Agency or any of his employees is found creating any type of pollution, it may result in a fine of Rs. 1000/- for the first time and Rs. 5000/- for sub sequent offence. Persistent violation may attract initiation of the action to cancel the tender.
9. The Agency will depute sufficient number of staff to ensure the smooth and proper operations of park during the working hours of the Glow and Waste Park, as decided by the LDA.

9.5 Terms & Conditions about employees/staff of the Agency:

1. The Agency shall certify that the age of workers deployed is more than 18 years and shall comply with all the statutory requirements.
2. The Agency shall pay the minimum wages as prescribed by the Ministry of Labour, Government of Uttar Pradesh to the persons engaged by him / her and abide by other Labour Laws like ID Act, Shops & Establishments, Employees Insurance, Factory Act etc.
3. The Agency will furnish a list of his employees/staffs with their names, father's name, correspondence address as well as permanent address, date of birth and photographs to the LDA for record, before engaging for any work.
4. The Agency shall provide identity cards and uniforms to all his staff at his own cost, the design of uniforms will be approved by LDA.
5. The Agency will be responsible for observing all the legal requirement / obligations / statutory compliance regarding working conditions of his employees under various labour, service, ESI, PF and other laws which may be in force.
6. Neither Agency nor any of his employees/staffs will perform the duty in drunken condition and if the Agency or any of his employees is found in such state, it may result in a fine of Rs. 1000/- for the first time and Rs. 5000/- for sub sequent offence.
7. In case any legal action is brought about by any of the employees of the Agency for any grievance in regard to his service conditions, benefits or any other loss or injury suffered during performance of his

duties etc. the entire responsibility shall be of the Agency, who shall indemnify LDA against any such claim.

8. The behavior of the Agency and his employees with the visitors and the staff of LDA shall be polite and courteous. The employee of the Agency, who will be dealing with the public shall be at least +2, have minimum knowledge of Hindi and English well-mannered and of co-operative attitude. No person other than those mentioned in the list shall be placed on duty. They shall be in proper uniform and have nameplate on their left chest side as prescribed by the LDA. Any employee of the Agency shall be liable to pay an amount of Rs 1000/- as penalty to the LDA in case of default of above. If such violation continues 3 times, the Agency would be required to terminate that employee. Further if any dispute occurs with any visitor, the matter shall be immediately referred to the LDA, whose decision in the matter shall be final and binding.

9. In case, the Agency or his employees are found guilty of persistent moral turpitude or involving in any anti-social activity, the action may be initiated by LDA to cancel the agreement. Besides, LDA will be at liberty to take criminal / civil action as per provision of law against such person.

10. LDA will not be responsible for payment of any type, due to employees of the Agency, for which the Agency shall be exclusively liable.

11. In case of any mishap or any accident in the contract space, the Agency shall be solely responsible for any civil damages and criminal action and the Agency shall indemnify LDA. Also, it will be the responsibility of the Agency to give a suitable medical facility at his cost and meeting his/her medical expenses, if so required. Any legal proceedings or prosecution matters regarding that will be the sole responsibility of the agency.

9.6 Premises:

1. The Agency will not make any kind of excavation or construction including alteration or modification in the premises without the permission of LDA in writing and further, he shall have no right to use LDA property for his/her employee's personal purpose. The Agency shall not remove any such structure in the premises without the permission of LDA in writing at the expiry of contract or extended period thereof.

2. The Agency will not alter or damage LDA's property including electrical appliances, sanitary fittings and other fitting/ equipments as well the plantation work provided in the premises. In fact, he shall be responsible for its care and safety, failing which he will be liable to pay its cost as decided by the Field Director, LDA or his authorized representative has the authority to inspect the space any time without giving any notice to the Agency.

3. The Agency will keep the premises in good, clean and hygienic order and maintain it in its original and aesthetic shape.

4. The Agency will not use or permit others to use the premises for the publicity purpose in any shape or form.

5. The Agency will not encroach upon the rights of other facilities/contractors, running their business in the LDA premises. For any loss, due to any other Contracts in LDA, will not take responsibility.

6. On termination of contract, the Agency will hand over the site to LDA in the condition / manner it was received except as provided elsewhere herein, else LDA will have the right to deduct cleaning / repair cost from the Performance Security or other dues payable or charge the Agency for the same.

APPENDICES

APPENDIX-I TECHNICAL PROPOSAL

Form-1- Letter of Proposal

(On Bidder's letter head)

Date and Reference

To,

Lucknow Development Authority Lucknow,

Uttar Pradesh – 226001

Sub: Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow.

Dear Sir,

With reference to your RFP Document dated _____, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Bidder (the "Bidder") for _____ Project.

1. The proposal is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Bidder, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Bidder for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority.
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document.
I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, as defined in Section 3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (c) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 3 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.

7. I/We declare that we are not a member of any other Bidder applying for Selection as a Bidder for this Project.
8. I/We agree to keep this offer valid for 180 (one hundred eighty) days from the PDD specified in the RFP.
9. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4 & Form-11 of Appendix- I.
10. In the event of my/our firm being selected as the Bidder, I/we agree to enter into an Agreement in accordance with the Form 10 of Appendix- I of the RFP.
11. In the event of my/our firm being selected as the Bidder, I/we agree and undertake to provide the services in accordance with the provisions of the RFP and that the my/our firm shall be responsible for providing the agreed services to the Authority.
12. I/We have studied RFP and all other documents 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 Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Work.
13. The Financial Proposal is being submitted in a separate online through e-tendering website www.eprocure.gov.in. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
14. I/ We offer a Bid Security / EMD of Rs. 15,00,000.00 (Rupees Fifteen Lakh Only) to the Authority in accordance with the RFP Document.
15. The Bid Security is paid through via e-payment gateway.
16. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.
17. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name, and designation of the authorised signatory)

(Name and seal of the Bidder)

Form-2- Particulars of the Bidder

Format for Details of Bidder

1. Details of Bidder:

(a)	Name of Bidder with full address	
(b)	Tel. No.	
(c)	Fax No.	
(d)	Email	
(e)	Year of Incorporation.	
(f)	Name, Address and Contact details of the person holding the Power of Attorney	
(g)	(i) Place of Business. (ii) Date of Registration. :	
(h)	Name of Bankers with full address.	
(i)	Goods and Service Tax (GST) Registration Number (copy).	
(j)	Permanent Account Number (copy).	
(k)	Are you presently debarred / Blacklisted by any Government Department /Public Sector Undertaking /Any Employer? (If yes, please furnish details)	
(l)	Name and details (Tel / Mobile / E-mail) of contact persons	

Form-3- Statement of Legal Capacity

(On Bidder's letter head)

Ref. Date:

To,

Lucknow Development Authority Lucknow,

Uttar Pradesh – 226001

Sub: Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow.

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that _ (insert individual's name) will act as our Authorised Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name, and designation of the authorised signatory)

For and on behalf of

Form-3A- DECLARATION OF NON-BLACKLISTING

(On an Affidavit of Rs. 10/- Stamp paper)

Date: dd / mm / yyyy

To,

Lucknow Development Authority,

Lucknow, U.P, India

Sub: Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow.

Ref: **RFP No. dated**

Dear Sir,

We confirm that our company or firm,-----, is currently not blacklisted in any manner whatsoever by any of

the State or UT and or Central Government in India on any ground including but not limited to indulgence in corruptpractice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Thanking you, Yours sincerely,

(Signature of the bidder)(Printed Name) Designation

Seal Date:Place:

Business Address:

Form-4- Power of Attorney for signing the Proposal

(On Rs.100/- of Stamp paper)

Know all men by these presents, We, _____ (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr. / Ms. son/daughter/wife and presently residing at _____, who is presently employed with/ retained by us and holding the position of

_____ as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Bidder for Implementation of Design, supply, installation, testing and commissioning of Visitors Information Hub at Husainabad, Lucknow (“the **Project**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, _____ THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

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

Notes:

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

Form-5 Financial Capacity of the Bidder

(In Rs. crores)

Bidder	(Name of the Bidder)				
	2019-20	2020-21	2021-22	Total	Average
Financial Year					
Annual Turnover					
Net Worth At the end of 31 st March 2022	NA	NA		NA	NA
<p>Certificate from the Statutory Auditor</p> <p>This is to certify that_____ (name of the Bidder) has received the payments shown above against the respective years on account of professional fees.</p> <p>Name of the Audit firm:</p> <p>Seal of the Audit firm Date:</p> <p>(Signature, name, and designation of the authorised signatory)</p>					

Note:

1. The Bidder shall attach copies of the Audited financial statements for 3 (Three) financial years (2019-20, 2020-21 & 2021-22). The financial statements shall:
 - (a) reflect the financial situation of the Bidder;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
 - (e) Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated loses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

Form-6 Technical Capacity of the Bidder

Assignment name:	
Country:	
Name of Client:	
Area Covered (in Sq. Meter)	
Address:	
Duration of assignment (months):	
Value of the contract (in current INR):	
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	

Note:

- i. For establishing their experience, the bidders shall produce authentic and valid completion certificates from their past client.
- ii. Work order/ Completion Certificate should include all the information as required under this RFP.
- iii. Completion Certificate should not be older than 01st April 2018.

Form-7- Proposed Methodology and Work Plan

Bidders are required to provide a detailed approach & methodology to execute the entire project. Bidders are advised to comply with the below provided headers/Approach components while detailing out their solution.

Project Plan

A Detailed Project Plan covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.

Activity-wise Timelines													
Sl. No.	Item of Activity	Month wise Program											
1	Project Plan												
1.1													
1.2													

Form-8- Comments on Terms of Reference

[Here the Bidder shall mention any suggestion / views on the Terms of Reference (TOR) attached with the RFP document. The Bidder may also mention here any modifications sought by him in the provisions of the draft contract.

However, the Authority is not bound to accept any/all modifications sought and may reject any such request of modification.]

Form-9- Format of Bank Guarantee for Performance Security

Ref:

Date

Bank Guarantee No.Name.

Designation.Address.

Phone Nos.Fax Nos.

Email id.

Whereas, (Name of the Bidder and address) (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract no. <Insert Contract No. dated <Date> for **Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow** for Lucknow Development Authority Limited (hereinafter called “the LDA”).

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank>.a banking company incorporated and having its head/registered office at<Address of Registered Office> and having one of its offices at <Address of Local Office. have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs. <Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the

Agency/supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until <<Insert Date. notwithstanding anything contained herein:

- a. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words>only).
- b. This bank guarantee shall be valid up to (<Insert Expiry Date.)

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date.) failing which our liability under the guarantee will automatically cease.

Date Place Signature

Witness Printed name

(Bank's common seal)

Form-10- Format of Concession Agreement

THIS CONCESSION AGREEMENT is entered into on this _____ day of _____, 2023 at _____.

BETWEEN

1. **Lucknow Development Authority (LDA)**, represented by _____ and having its office at _____ (hereinafter referred to as “**LDA**” or the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

AND

2. M/s _____ a company, having its registered office at _____ (the “**SPV**” which expression shall unless repugnant to the subject or the context include its successors and permitted assigns and substitutes subject to the provisions of this Agreement) of the Other Part.

WHEREAS:

- (A) The Authority intends to select an agency for **Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow.**
- (B) The Authority had invited bids by its RFP Notice No. _____ dated _____ (the “**Request for Proposal**” or “**RFP**”) for **Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow (“Project”).**
- (C) The Authority had prescribed the technical and financial terms and conditions in the RFP and invited bids for undertaking the Project.
- (D) After evaluation of the bids received, the Authority had accepted the bid of the (selected bidder) and issued its letter of acceptance No..... dated (hereinafter called the “**LOA**”) to the -----(selected bidder) requiring, inter alia, the execution of this Concession Agreement within 15 (fifteen) days from the date of issue thereof.
- (E) The Agency has the required license / permits and has necessary capability to implement Project.

Request for Proposal for Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow

(F) The Agency has deposited with the Authority a sum of Rs. _____ (_____) being Performance Security in form of bank guarantee bearing BG Number _____ dated _____ from _____ bank within than 15 days from the date of issuance of Letter of Award/Work Order.

(G) The Authority has agreed to the said request of the Agency and has accordingly agreed to enter into this Concession Agreement with the Agency for implementation of the Project subject to and on the terms and conditions set forth hereinafter.

(H) **NOW, THEREFORE**, in consideration of the foregoing and the respective covenants and agreements set forth in this Concession Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

The following documents shall constitute the Concession Agreement: -

- (a) This Concession Agreement.
- (b) RFP Dated _____ bearing Number _____ and any Corrigendum issued if any
- (c) Letter of Award (LOA) issued to selected Agency vide LOA No: _____, Dated: _____
- (d) Acceptance of LOA by the selected Agency dated _____
- (e) Performance Bank Security (PBS)

Copies each of the "Concession Agreement" 'RFP', LOA, Acceptance of LOA, 'and Performance Bank Security (PBS) are annexed herewith and Appendices & Annexures respectively.

All terms and conditions as mentioned in this Agreement and in the Appendices & Annexures shall be binding on both the parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate the place, day and year first above written.

<p>SIGNED ON BEHALF OF AUTHORITY</p> <p>Signature:</p> <p>Name</p>		<p>SIGNED, SEALED AND DELIVERED</p> <p>SPV by the hand of its authorized representatives</p> <p>Signature:</p> <p>Name</p>
--	--	--

Request for Proposal for Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow

Designation:		Designation:
	In the presence of Witness:	
1		2
	Date:	
	Place:	

Form-11- Power of Attorney for Lead Member of Joint Venture/Consortium

(On Rs.100/- of Stamp paper)

Whereas the ***** (the “Authority”) has invited bids from pre-qualified and short-listed parties for the ***** Project (the “Project”).

Whereas... and (collectively the “JV/Consortium”) being Members of the JV/Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the JV/Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV/Consortium, all acts, deeds and things as may be necessary in connection with the JV/Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s, having its registered office at, being one of the Members of the JV/Consortium, as the Lead Member and true and lawful attorney of the JV/Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the JV/Consortium and any one of us during the bidding process and, in the event the JV/Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the JV/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV/Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 202...

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants)

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

Witnesses:

1.

2.

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

Form-12- Joint Bidding Agreement

(On Rs.100/- of Stamp paper)

This Joint Bidding Agreement (herein after referred to as '**Joint Bidding Agreement**') is made and entered into at <Place> on this <Nth> day of <Month> 20... by and between.

M/s.<Entity Name 1>, <Entity Type 1> incorporated under the <Relevant Act> having its registered office at <Office Address 1>. herein after referred to as <Short Name 1>, the First Party (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns)

and <Entity Name 2>, <Entity Type 2> incorporated under the <Relevant Act> having its registered office at <Office Address 2>. Herein after referred to as <Short Name 2>, the 'Second Party' (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns).

The parties being jointly referred to as 'Parties' or individually as 'Party' in this Joint Bidding Agreement.

WHEREAS the First Party is a <Entity 1 Brief Profile>.

WHEREAS the Second Party, is a <Entity 2 Brief Profile>.

Definitions:

In this agreement the following words shall have the meanings set out below:

"The Joint Venture/Consortium" (the JV/Consortium in brief) shall mean the Parties do hereby irrevocably constitute a JV/consortium for the purposes of jointly participating in the Bidding Process for the Project. The Parties hereby undertake to participate in the Bidding Process only through this JV/Consortium and not individually and/or through any other JV/consortium constituted for this Project, either directly or indirectly or through any of their Associates.

"The Covenants" shall mean The Parties hereby undertake that in the event the JV/Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a Special Purpose Vehicle (the 'SPV') under the Indian Companies Act 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

“The Owner / Employer” shall mean Lucknow Development Authority (LDA).

“The works” shall mean Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow (herein after referred to as the Project).

“The RFP Document” shall mean the RFP to be submitted by Joint Venture/Consortium to the Owner for the works (including any alternative thereto or revision thereof agreed between the parties).

“The Concession Agreement” shall mean the CA to be entered into between the Joint Venture/Consortium and the Owner for the works.

WHEREAS the parties hereto declare that they agree and undertake to form a Joint Venture/Consortium for the purpose of participating in and submitting the RFP for the works and if successful in the same, for the execution of the works as an integrated Joint Venture/Consortium, by pooling their resources of technical and management skill, finance, equipment, etc.

WHEREAS the Owner has invited RFP for the works from eligible Bidders who fulfill the qualification criteria.

WHEREAS the <Consortium Name> wish to submit their RFP for the works and to execute the CA, if qualified and awarded, in accordance with the terms of this agreement.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows:

1. Joint Venture/Consortium Agreement, purpose name and address

- a) The name and style of the Joint Venture/Consortium shall be (hereinafter called the “JV/Consortium”)
- b) The Office of the Joint Venture/Consortium shall be located at <SPV Office Address>. All communications up to the bid submission regarding the work shall be addressed to and from the “**SPV Name.**”
- c) This agreement shall come into force from date of this agreement i.e., from - _____
- d) The operation of this agreement for JV/Consortium concerns and is limited to “the works” only.

2. Responsibility / liability of Joint Venture/Consortium

<Entity 1> and <Entity 2> shall jointly execute the works according to all items, terms and conditions as stated in the RFP document / CA as the SPV styled as <SPV Name>. And they shall be jointly and severally responsible and liable to the Owner for the execution of the works and for compliance with all obligations under the CA.

3. Regulation of Relations

This Joint Venture/Consortium agreement shall regulate the relations between the parties and shall include, without being limited to them, the following conditions:

i) <Entity Name> will be the lead firm/ Member in charge of the Joint Venture/Consortium for all intents and purposes. <Entity Name> shall co-ordinate with Owner or with other specialized agencies during the period the bid is under evaluation as well as during the execution of work in the event work is awarded and he shall also be responsible for resolving disputes / misunderstanding /undefined activities, if any amongst the joint venture/Consortium members.

ii) If the Joint Venture/Consortium's Bid is accepted by the Owner, the Joint Venture/Consortium shall incorporate a Special Purpose Vehicle (the 'SPV') under the Indian Companies Act 2013 for entering into a CA with the Owner to which the parties hereto shall be jointly and severally liable to the Owner for all acts, deeds and things pertaining to the execution of the work and to discharge all obligations under the CA in accordance with the CA conditions.

iii) On behalf of the Joint Venture/Consortium, the lead firm viz. <Entity Name> shall have the authority to incur liabilities, receive instructions and payments, sign and execute the CA on behalf of the Joint Venture/Consortium. The CA for the works shall be signed by <Name of Authorised Signatory> to whom necessary general power of attorney shall be issued.

iv) Each of the parties to the Joint Venture/Consortium agree and undertake to place at the disposal of the Joint Venture/Consortium benefits of its individual experience, technical knowledge, skill in all respects, to bear its share of the responsibility including the provisions of information, advice and other assistance required in connection with the works.

v) The shareholding and participation of each member in the SPV as Joint Venture/Consortium shall be broadly as follows:

a) Lead Member

<Entity Name>

X% (In Figures)

b) Other Member

<Entity Name>

Y% (In Figures)

Note: - At the time of signing of Concession Agreement the aggregate paid up and subscribed equity of the SPV of all the JV/consortium members shall be 100% till the SITC Period. The Lead Member shall have an equity share holding of at least 51% (Fifty-One per cent) of the paid up and subscribed equity of the SPV during the Lock-in-Period (i.e., till SITC Period of the project as defined in RFP). The shareholding of other member shall not be more than the holding of lead member.

vi) All funds, finance or working capital required for carrying out and executing the works or CA shall be procured and utilized by the parties as mutually agreed by them and they shall be liable and responsible for the same.

vii) This Joint Bidding Agreement shall be applicable till the Completion of the Establishment of the Project, i.e., till SITC Period. Subject to approval from the Authority or Lead Member, after the commissioning of the Project, non-lead Member of the Consortium can exit the JV/Consortium i.e., after the SITC Period. Thereafter the SPV through Lead Member shall continue to execute the Concession Agreement and implement the Project through the entire Concession Period.

viii) This Joint Bidding Agreement will be binding on the successors and assigns of the each of the parties hereto.

ix) The operation of the Joint Venture/Consortium shall terminate on the earliest of the following dates: -

- a. The date upon which the Joint Venture/Consortium is informed it has failed to obtain qualification from the Owner.
- b. Upon the Owner cancelling the Contract.
- c. The date upon which the SITC is completed to the satisfaction of the Owner and the Parties have completed any and all duties, liabilities and responsibilities under or in connection with the CA and the Joint Bidding Agreement.

Upon termination of the operation of the Joint Venture/Consortium, the Parties shall proceed promptly to

wind up and bring to a close the business of the Joint Venture/Consortium.

4. Roles and Responsibilities:

- a) _____
- b) _____
- c) _____

5. Management of the JV/Consortium

The executive bodies of the JV/Consortium shall be:

a) The Management Board:

The overall control and administration of the JV/Consortium shall be exercised and directed by the Management Board which shall be the highest authority of the JV/Consortium.

The Management Board's primary duty shall be to decide all matters of principle and policy concerning the combined activities of the Parties, including the financing of the JV/Consortium's activities.

The Management Board shall comprise <#> (In Figures) members - <#> representatives from <Entity Name> and <#> representatives from <Entity Name>; the Parties shall nominate their representatives, and the Leader shall nominate the Chairman of the Management Board out of their representatives.

The quorum of the Management Board shall be # (In Figures) members, being at least one representative appointed by each Party of their duly appointed alternates.

M/s. <Entity Name> shall undertake the general co-ordination and administration of the abovementioned work. The Leader shall represent the JV/Consortium to the Employer and others in respect of all its rights and obligations under the RFP and the CA, subject to the relevant powers and directives being granted and received from the other Party prior to signature of the CA and from the Management Board during the performance of the CA.

The Leader shall keep the other party thoroughly informed of the outcome of all meetings by reporting at the meetings of the Management Board.

b) The Site Management

The Site Management team shall be appointed by the Management Board and responsible to the Management Board.

6. Bank Account

A Bank account shall be opened with any scheduled and/or Nationalized bank after the consent in the name of the <Lead Member Name> (Lead Member) and all liabilities / payments shall be discharged through the said bank account including payments received from the Employer. The said bank account shall be operated on behalf of the JV/Consortium through authorized signatories designated by Lead Member.

7. Bid Expenses

Each Party shall bear its own costs and expenses in the process of preparation and submission of RFP, and if successful in the Bid, in the process of CA negotiations and finalization with the Employer. However common costs agreed in advance in writing shall be shared by the Parties in proportion of their participation.

8. Non- performance by any Party of the Joint Venture/Consortium

It is agreed between the Parties that each Party shall be fully responsible for the fulfilment of all obligations arising out of this JV/Consortium Agreement, the terms of the RFP, CA and each party's scope of work as identified. Each Party shall hold the other harmless and indemnified against any loss or damage arising from their default or non- fulfilment of any obligations herein under.

9. Non - Partnership

Nothing in this Agreement is intended to or shall be construed as creating a partnership at law between the Parties. The JV/Consortium shall have no other function or operation than those described in this JV/Consortium Agreement. No Party shall act on behalf of or hold itself out of any third party as representing the other Party or the JV/Consortium in any matter not directly related to the Works or this JV/Consortium.

10. Assignment

No Party shall assign its rights or obligations arising out of or in connection with this Agreement to any company, partnership or person without the consent of the other party and without prior written consent of the Owner.

11. Arbitration

In the event of any dispute arising out of or in relation to the terms of the Agreement or the work(s), the Parties shall attempt to settle such dispute by amicable negotiation between the Parties' designated representatives.

If any such dispute cannot be settled amicably through negotiations by designated representatives of the parties hereto, the matter, at the election of either party may be submitted for resolution by arbitration in accordance with the Indian Arbitration Rules as at present in force. The seat or legal place for such arbitration shall be Uttar Pradesh, India.

The arbitration proceedings shall be conducted by an arbitrator appointed by the Vice-Chairman, LDA.

12. Confidentiality

It is understood that, in the performance of the Parties' obligations under this JV/Consortium, either Party may have access to private or confidential information of the other. It is understood that both Parties shall use that degree of care they exercise to protect their own, private, or confidential information to keep and to have their employees and agents keep, any and all private or confidential information of the other Party strictly confidential and to use such information only for the purposes of fulfilling the obligations as envisaged under this Joint Venture/Consortium Agreement.

13. Notices

Any written notice required or permitted to be given to the JV/Consortium shall be addressed as follows.

<SPV Name>

<SPV Office Address>

14. Applicable Law

This JV/Consortium and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of India.

15. Miscellaneous

a) This Joint Bidding Agreement shall be governed by laws of India.

b) The Parties acknowledge and accept that this Agreement shall not be amended by the parties without

the prior written consent of LDA.

IN WITNESS THEREOF, the Parties hereto have signed this Agreement on the day and year first written above.

For and on behalf of:

For and on behalf of:

<Entity Name>

<Entity Name>

Authorized Signatory

Authorized Signatory

Name:

Name:

Designation:

Designation:

Witness

Witness

APPENDIX-II-FINANCIAL PROPOSAL

Form-1-Covering Letter

(On Bidder's letter head)

(Date and Reference)To,

.....

Lucknow Development Authority,Lucknow,

Uttar Pradesh – 226001

Sub: Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow.

I/We, (Bidder's name) herewith enclose the Financial Proposal for selection of my/our firm as Bidder for Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow.

I/We agree that this offer shall remain valid for a period of 180 (one hundred eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name, and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

Form-2-Financial Proposal

(To be submitted at E-Tenders Portal www.eprocure.gov.in only)

(On Bidder's letter head)

(Date and Reference)

To,

.....

Lucknow Development Authority, Lucknow,

Uttar Pradesh – 226001

Sub: Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow.

Having gone through this RFP document and having fully understood the Scope of Work for the Project as set out by the Lucknow Development Authority in the RFP document.

1. We are pleased to inform that we would charge the following percent of the Project Capital Cost for carrying out the Project and pay Ticket Fee by sharing the revenue with the LDA at the following percent envisaged as indicated in this RFP document.

S.No.	Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow.	Percentage Quoted by Bidder	
		In Figures (in %)	In Words (in Percentage)
1.	The numerical value in percentage over and above the minimum Guaranteed Percentage (10%) Fee on Entry Tickets for the revenue share as per RFP		

Note: The percentage to be quoted by the intending bidder shall include the survey, complete design, engineering, supply, storage, civil work, erection, testing & commissioning, including Comprehensive Operation and Maintenance (O & M) for a period of 15 Years after commissioning of all equipment, material and other items, whatever required for carrying out the job to fulfill the intent and purpose as laid down in the specifications or in the drawings in RFP. The Agency shall quote their percentage having in mind all the Liability inclusive of GST as applicable for the Work Contract.

2. We confirm that in case of discrepancy in Figures and Words for the Percentage Quoted, the percentage in words will be considered.

3. We confirm that the Financial Proposal conforms to all the terms & conditions stipulated in the Request for Proposal (RFP) Document.

4. We confirm that our Financial Proposal is FINAL in all respects and contain No conditions.

Request for Proposal for Implementation of Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance for 15 years of Jurassic Park on PPP mode at Janeshwar Mishra Park, Lucknow

5. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

Yours Faithfully,

Name and Designation of the Authorized Signatory

Bidder Name and Address

ANNEXURES

Annexure 1

QUALITY COST BASED SYSTEM

Illustration

STAGE 1: TECHNICAL BIDS EVALUATION based on Technical Evaluation Criteria as per Clause 2.21.5

Bidder Details	Total Technical Score (TS)
Bidder 1	92
Bidder 2	85
Bidder 3	55
Bidder 4	75

*Since the eligible technical score should be 75 & above as per Clause 2.21.6 of the RFP, so, bidder 3 is rejected.

STAGE 2: FINANCIAL BID EVALUATION

Financial Bid is based on following criteria with the 70:30 weightage: -

1. The numerical value in percentage over and above the minimum Percentage (20%) of Estimated Project Capital Cost, which shall be borne by the bidder with 70% weightage in Financial Score.
2. The numerical value in percentage over and above the minimum Guaranteed Percentage (10%) on Entry Tickets for the revenue share as per RFP with 30% weightage in Financial Score.

Bidder details	The numerical value in percentage over and above the minimum Guaranteed Percentage (10%) on Entry Tickets for the revenue share as per RFP (F)
Bidder1	3%
Bidder2	6%
Bidder3	2%
Bidder4	5%

Stage 3: Conversion of financial bid amount to score based on weightage of 70:30 out of 100

Bidder Details	<p>Financial Score on Revenue on Entry Tickets = 100 x (Percentage in Revenue share on Entry Tickets by the bidder/Maximum Percentage in Revenue share on Entry Tickets by a bidder out of all the bidders)</p> <p>(FS) = (20+F)/ (20+Max. F) *100</p>
Bidder1	$100 * (10+3)/ (10+6) = 81.25$
Bidder2	$100 * (10+6)/ (10+6) = 100$
Bidder4	$100 * (10+5)/ (10+6) = 93.75$

Stage 4: Combined Technical and Financial Score (CTFS) With Weightage 70:30

Bidder Details	Applying weights for the Technical Score & Financial Score	CTFS	Rank of the Bidder
Bidder1	$92*(70/100) + 81.25*(30/100)$	$64.40 + 24.38 = 88.78$	H2
Bidder2	$85*(70/100) + 100*(30/100)$	$59.50 + 30.00 = 89.50$	H1
Bidder4	$75*(70/100) + 93.75*(30/100)$	$52.50 + 28.13 = 80.63$	H3

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