



**REQUEST FOR PROPOSAL
FOR
SELECTION OF AGENCY FOR OPERATION,
MAINTENANCE AND MANAGEMENT OF SERVICES OF
GOLF CART, CYCLING & BOATING FACILITIES IN
JANESHWAR MISHRA PARK, LUCKNOW ON LEASE**

RFP No. **URC/475/24/2023-24**

Date: **23-06-2023**



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

**Adjacent Registrar's Office, Lucknow University Campus, Lucknow-226007,
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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.

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NOTIFICATION FOR REQUEST FOR PROPOSAL(RFP)

Ref: URC/475/24/2023-24

Date: 23-06-2023

To,

All Prospective BIDDERS

Sub: “Selection of Agency for Operation, Maintenance and Management of Services of Golf Cart, Cycling & Boating Facilities in Janeshwar Mishra Park, Lucknow on Lease”.

Sir,

The RCUES, Lucknow on behalf of Lucknow Development Authority (LDA) invites RFP for “**Selection of Agency for Operation, Maintenance and Management of Services of Golf Cart, Cycling & Boating Facilities in Janeshwar Mishra Park, Lucknow on Lease**”.The Background Information and Terms of Reference are provided in Request for Proposal (RFP). This RFP is available to all experienced & qualified companies, firms and agencies and shall be selected through procedures described in this RFP.

The RFP includes the following documents:

- Data Sheet
- Request for Proposal
- Terms of Reference
- Instruction to BIDDERS
- Eligibility Criteria
- Payment schedule and terms
- Submission & Evaluation of the RFP
- Technical & Financial Submission Forms

The deadline for receipt of RFP shall be on the date mentioned in Notice Inviting Request for Proposal. **LDA/RCUES** reserves the right to accept or reject any or all RFPs, and to annul the selection process and reject all RFPs at any time prior to the award of lease, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds.

Director RCUES

1. INFORMATION TO BIDDERS

DATA SHEET	
Name of the Client: Lucknow Development Authority (LDA)	
Name of the Assignment: “Selection of Agency for Operation, Maintenance and Management of Services of Golf Cart, Cycling & Boating Facilities in Janeshwar Mishra Park, Lucknow on Lease”	
Lease Period: Five (03) years.	
Details on the services to be provided: As Mentioned in Terms of Reference (ToR) of the RFP	
RFPs must remain valid for 180 days	
The Tender Fee: Rs. Rs. 2,000/- + GST @18% = Rs. 2,360/- (Rupees Two Thousand Three Hundred Sixty Only) (Non-Refundable), and an Earnest Money Deposit Bid Security of (Refundable) to be paid online through websitehttps://lda.procure247.com in HDFC Bank.	
The Technical Proposal is to be submitted is simultaneously with Financial Proposal but separately as mentioned in the RFP.	
Eligibility Criteria: As per mentioned in the RFP.	
Evaluation Criteria: Technical & Financial Bid shall be evaluated based on the criteria provided in the RFP.	
The Minimum Reserved Bid Value is Rs. 50 lakhs	
Method of selection: The selection of the Agency is based on Highest Annual License Fee and further	

details on the evaluation process are specified in RFP. It is expected that the Bidder will quote **Annual License Fee** (which shall be more than the Minimum Reserved Bid Value) payable by the Agency to LDA. The Bidder quoting highest Annual License Fee (H1) will be selected.

Under this lease, the **rates** at which Agency can charge public for the mentioned services are as mentioned in RFP and the revenue generated from these activities shall be retained by the Agency apportioning for Operation, Maintenance and Management of Services of Golf Cart, Cycling & Boating Facilities in Janeshwar Mishra Park, Lucknow.

Performance Security/Security Deposit: 10% of the Contract Value

JV/Consortium: Allowed with maximum 3 members

The LDA/ RCUES reserves the right to accept or reject a bid or part thereof, or rejects all bids, without assigning any reason whatsoever, or cancels the tender without prior notice. Court jurisdiction in case of any disputes would be at Lucknow.

2. SCHEDULE OF SHORTLISTING PROCESS

Event Description	Indicative Dates and Time	Remarks
Date of Issue of RFP	23.06.2023	Online on E-procure portal.
Last date for sending pre-Bidqueries	01.07.2023 by 3PM	Through E-Mail on tender.rcueslko@gmail.com
Pre-Bid Meeting	03.07.2023 at 4 PM	Online Meeting through Zoom App. ID: 829 6404 0299 Password: 123456

Last date of Submission of RFP (Bid Due Date)	15.07.2023 by 03:00 PM	Online Submission through e-procure portal.
Date of Bid Opening	16.07.2023 at 4:00 PM	Online on Zoom App. ID: 829 6404 0299 Password: 123456
Date of Presentation by the Bidders to the Authority	To be Communicated via E-Mail	
Opening of Financial Bid	To be Communicated to Qualified Bidders	
Letter of Award (LOA)	To be Communicated to Selected Bidder	
Validity of Bids	To be Communicated	
Signing of Concession Agreement	To be Communicated to Selected Bidder	

- 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.
- The schedule indicated above is tentative and LDA/RCUES may change any or the entire schedule with prior intimation to all Bidders.

3. COMMUNICATION

All communications excluding the submission of Application shall be addressed to E - mail:
tender.rcueslko@gmail.com

4. BACKGROUND

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.

The Park consists of the following services which are to be covered under Operation, Maintenance and Management of Services on Lease: -(Minimum and Maximum no of Golf cart with specifications)

1. Electric Golf Cart
2. Cycling Facility including the Cycling Track.
3. Boating Facility.

5. REQUEST FOR PROPOSAL

Regional Centre for Urban & Environmental Studies (RCUES), Lucknow on behalf of Lucknow Development Authority ((hereinafter referred to as the “**Authority**” or “**LDA/RCUES**”) is now inviting Request for Proposal (the “**RFP**”) from interested agencies to undertake the process of “Selection of Agency for Operation, Maintenance and Management of Services of Golf Cart, Cycling & Boating Facilities in Janeshwar Mishra Park, Lucknow on Lease” (the “**Project**”).

The Broad Scope of Services required under through this RFP for Operation, Maintenance and Management of Services of Golf Cart, Cycling & Boating Facilities in Janeshwar Mishra Park, Lucknow on Lease is mentioned in Annexure 1 along with Annexure 7 - Key Terms & Conditions of RFP in Hindi.

6. GENERAL TERMS & CONDITIONS

- All communications including Request for Proposal (RFP) and Agency's lease for the proposed services will be issued in English/Hindi language only.
- Proposals submitted by fax, telex or telegram shall not be entertained and shall be rejected.
- The Agency will be selected in accordance with the procedures described in this RFP and in accordance with the procurement guidelines of Government of India/Uttar Pradesh for the Selection of Agency.
- The selected Agency will have to sign a Lease Agreement with LDA.

- The Proposal shall be valid for a period of 180 days from the date of opening of the Financial Proposal.
- No Bidder shall submit more than one Proposal for the services. If a bidder submits or participates in more than one proposal, all such proposals shall be disqualified.
- The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process, visits to the 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.

7. ELIGIBILITY CRITERIA

7.1. Qualification and Basic Eligibility Criteria

- a. The bidder shall necessarily be a legally valid entity registered under the Companies Act 1956/2013 or Proprietorship or Partnership Firm. *The bidder shall be required to submit attested copy of Certificates of Incorporation issued by the respective registrar of firms/ companies or applicable registration certificate in case of Proprietorship/ Partnership Firm.*
- b. The Bidder must have a valid PAN, Goods & Service Tax (GSTN) registration, Address Proof and Photo Identity Proof (in case of a Proprietor). *Certificate and self-attested proofs shall be attached.*
- c. The Bidder must have been registered in EPF, ESIC and Labour Department. *Relevant Certificates shall be attached.*
- d. The Bidder shall have, over the past 5 (five) years preceding the Bid Due Date, successfully completed/ongoing similar services for: -
 - minimum 03 projects of similar works¹ with minimum Annual License Fee of Rs.8 lakhs, or
 - minimum 02 projects of similar works¹ with minimum Annual License Fee of Rs.10 lakhs, or
 - minimum 01 project of similar work¹ with minimum Annual License Fee of Rs. 16 lakhs.

Self-attested copies of the Service Contracts/Agreements/WorkOrders/Completion Certificates/Performance Certificates from the Employers to be furnished along with the technical proposal.

- e. Bidders are expected to make a presentation to the Authority on the following aspects of project development: -

¹Similar works means successfully completed/ongoing projects of providing Operation, Maintenance and Management of Services of Golf Cart, Cycling & Boating Facilities.

- Firm's capabilities demonstrated in successful completion of various similar projects of O&M and Management Services.
 - Approach & Methodology with O&M and Management Plan for the services
 - Team proposed.
- f. The Bidder shall have a minimum average annual turnover of Indian Rs. 02 (Two) crores per year during the last three (3) financial years' period comprised of 2019-20, 2020-21 & 2021-22. *The bidder shall be required to submit a true copy of Audited balance sheet with supporting CA Certificate.*
- g. The Bidder shall have positive net worth in the last financial year (FY 2021 – 22). *The bidder shall be required to submit a true copy of supporting CA Certificate with CA's Registration Number and Seal.*
- h. The Bidder/Parent/Subsidiary/affiliates company of Bidder should not have been blacklisted/debarred/termination of lease except for reasons of convenience of client by any Government/Government Board/State Government Authorities/ Corporation/ Company/ Statutory Body/ PSU company/ Non-Government/ Government of any sovereign countries/ Private Agencies and Funding Agencies in last 10 years. *Please attach a self-declaration stating the above. Self-declaration shall be on an Affidavit of Rs. 10/- Stamp paper.*
- i. Character Certificate issued from the competent Authority such as D.M. shall be attached.
- j. The Bidder should submit a Power of Attorney as per the format enclosed at Appendix 3B& 3C, authorizing the signatory of the Application to commit the Bidder.
- k. The Bidder shall be registered in LDA and shall submit the proof for the same with the Bid. If any Bidder is not registered with LDA, then it shall submit the proof for the same after its final selection as Agency and before signing of LOA.

1. JV/Consortium

- i. In case the Bidder is a JV/Consortium, the members thereof should furnish a Power of Attorney in favor of any member, which member shall thereafter be identified as the Lead Member, in the Joint Venture/Consortium Agreement in the RFP at Appendix 3C signed by the members of the JV/Consortium.
- ii. 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 3 (three).
 - The Bid should contain the information required for each member of the JV/Consortium.

- Character Certificate of every member is to be produced along with the Bid.
- Joint Venture/Consortium is allowed with the condition that the equity of lead partner shall be minimum 51% (in JV/Consortium maximum numbers of partners may be Two).
- Equity for non-lead members shall not be less than 21%.
- 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.
- Members of the JV/Consortium shall enter into a binding Joint Bidding Agreement, substantially as per the format in Appendix 3D (the “Joint Venture/Consortium Agreement”), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted shall, inter alia:
 - Convey the intent for the purpose of domiciling the Project and no other purpose, with shareholding/ commitments in accordance with this tender, which would enter into the Agreement and subsequently perform all the obligations in terms of the Agreement, in case the Project is awarded to the Consortium.
 - Clearly outline the proposed roles and responsibilities, if any, of each member.
 - Subject to approval from the Lenders and the Authority, after the lock-in period of 03 years has finished, non-lead Member of the Consortium can exit the JV/Consortium, subject to the approval of the Lead Members.
 - 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.
- iii. 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 Consortium.
- iv. 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.
- v. The combined Technical and Financial capability of all members of the JV/Consortium will be

considered for Qualification/Evaluation.

8. PREPARATION & SUBMISSION OF THE RFP

- The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects.
- Technical Proposal: Annexure 3& 4 with their sub-annexures.
- Financial Proposal: Annexure5
- The Bidder shall submit digitally signed and complete Proposal comprising the documents and forms. The submission shall be done electronically and physically:
- **ONLINE SUBMISSION: THE TENDER APPLICATION SHALL BE UPLOADED ON THE WEB PORTAL WWW.EPROCURE.GOV.IN DULY DIGITALLY SIGNED.**
- Bids submitted in hard copies or through e-mail or fax or some other means **will not be** considered.
- Each of the pages of this RFP may be duly signed by the Bidder/Tenderer.
- The price quoted by the bidder in the price bid shall be firm and fixed for 1st year and 10% escalation per year for the concern years shall be applicable.
- Price shall be quoted only in Indian Rupees.
- Price quoted shall be excluding applicable taxes, duties, etc. and as per format enclosed. Taxes should be mentioned separately.
- In the event of any increase or decrease in the rate of taxes due to any statutory notifications during the Term of the Agreement, the consequential effect shall be claimed extra.
- The Proposal shall be submitted in separate cover online on E-Tender Web Portal WWW.EPROCURE.GOV.IN as marked below. The BIDDER shall submit its Proposal in the following covers:

Cover 1 – “Technical Proposal for “Selection of Agency for Operation, Maintenance and Management of Services of Golf Cart, Cycling & Boating Facilities in Janeshwar Mishra Park, Lucknow on Lease”

Cover 2 – “Financial Proposal for “Selection of Agency for Operation, Maintenance and Management of Services of Golf Cart, Cycling & Boating Facilities in Janeshwar Mishra Park, Lucknow on Lease”

9. REJECTION OF INCOMPLETE & CONDITIONAL BIDS

- Notwithstanding anything contained in this Document, the Authority reserves the right to accept or reject any RFP and to annul the Selection Process and reject all RFPs, at any time without any liability or any obligation for such acceptance rejection or cancellation, and
- The Authority reserves the right to reject any RFP if:
 - a) at any time, a material misrepresentation is made or uncovered, or
 - b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the RFP.

10. LAST DATE OF SUBMISSION OF PROPOSAL

- The Application or its modifications must be uploaded on the portal no later than the deadline mentioned in the Schedule of Shortlisting Process (refer Clause 2), or any extension to this deadline. The electronic system will not accept any Bid or its modification for uploading after the deadline. Applications submitted by either facsimile transmission or telex shall not be accepted.
- The Authority may, in exceptional circumstances, and at its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with the RFP, uniformly for all Bidders.
- **The application shall be uploaded on the web portal www.eprocure.gov.in duly digitally signed.**
- The RFPs must be uploaded not later than **15.07.2023 by 03:00 PM** for the “**Selection of Agency for Operation, Maintenance and Management of Services of Golf Cart, Cycling & Boating Facilities in Janeshwar Mishra Park, Lucknow on Lease.**”

11. PROPOSAL OPENING & INTERPRETATION OF DOCUMENTS

- The RFP shall be opened for evaluation after the RFP Submission on 16.07.2023 at 4:00 PM hours online on Zoom App at the Office of the Regional Centre for Urban & Environmental Studies, Lucknow. The authorized representatives of the BIDDERS may choose to attend the Bid opening online.
- Authority will have the sole discretion in relation to:
 - a) the interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
 - b) All decisions in relation to the evaluation of Proposals.
- Authority will have no obligation to explain or justify its interpretation of this RFP document, the

Proposal(s) or their supporting/related documents/information or to justify the evaluation process or selection of the Selected Bidder.

- In the event of conflicts of any sort among the Information and Instructions to Bidder and the Lease Agreement, the documents shall be given the following priority:

a) Lease Agreement,

b) Information and Instructions to Bidder.

- Authority reserves the right to use and interpret the Proposal documents, data etc. it receives from the Bidder(s) in its absolute discretion.

12. SELECTION PROCESS & EVALUATION CRITERIA

- The Authority has adopted a two-stage selection process (collectively the “Selection Process”) in evaluating the Proposals comprising Technical and Financial proposals to be submitted in two separate covers online. In the first stage, a technical evaluation will be carried out as specified below.

- The Authority shall open the Proposals at 4:00 PM on the Bid Due Date, at the Office of the Regional Centre for Urban & Environmental Studies, Lucknow and in the presence of the Bidders who choose to attend.

- All the proposals will be scrutinized, and candidates shortlisted. The Bidders will be evaluated based on appropriate marking system. The categories for marking and their respective marks are asunder:

Sl. No.	Eligibility Criteria	Marking Criteria	Max. Marks
1	<p>Experience: -The Bidder shall have, over the past 5 (five) years preceding the Bid Due Date, successfully completed/ongoing Similar works i.e., successfully completed/ongoing projects of providing Operation, Maintenance and Management of Services of Golf Cart, Cycling & Boating Facilities for: -</p>	<p>a. 20 marks for minimum eligibility criteria. b. 40 marks for above the minimum eligibility criteria.</p>	40

	<ul style="list-style-type: none"> • minimum 03 projects of similar work with minimum Annual License Fee of Rs. 8 lakhs, or • minimum 02 projects of similar works with minimum Annual License Fee of Rs.10 lakhs, or • minimum 01 project of similar work with minimum Annual License Fee of Rs. 16 lakhs. 		
1	<p>Experience: -The Bidder shall have, over the past 5 (five) years preceding the Bid Due Date, successfully completed/ongoing Similar works i.e., successfully completed/ongoing projects of providing Operation, Maintenance and Management of Services of Golf Cart, Cycling & Boating Facilities for Central Government/State Government Authorities/ Corporation and other Government Organisations.</p>	<p>c. 1 to 2 projects – 10 marks d. More than 2 projects – 20 marks.</p>	20
2	<p>Turn Over: – Marks will be provided on the basis of financial strength of the organization. (Minimum average turnover of Rs. 2 Cr. Per year in last 3 financial Yrs. i.e., 2019-20,2020-21, 2021-22).</p>	<p>a. For Average Turnover from Rs.2 Cr to Rs. 5 Cr. – 10 marks. b. For Average Turnover more than 5 Cr & up to 10 Cr – 15 marks c. For Average Turnover above 10 Cr.- 20 marks</p>	20

5	Presentation by organization	<ul style="list-style-type: none"> • Firm’s capabilities demonstrated in successful completion of various similar projects of O&M and Management Services- 10marks • Approach & Methodology with O&M and Management Plan for the services- 10marks • Team proposed – 10 marks 	30
Grand Total			100

- The total of the Marks obtained by the bidder in the Technical Evaluation including the presentation will be the Technical Evaluation Score of the Bidder. Bidders obtaining a Technical Evaluation Score of 70 or more will be eligible for next stage of Tendering process (qualified bidder) i.e., opening of the financial Bid.

- The financial bid of the technically qualified bidders shall be considered for opening of financial bid. The selection of the Agency is based on Highest Annual License Fee. It is expected that the Bidder will quote Annual License Fee (which shall be more than the Minimum Reserved Bid Value) payable by the Agency to LDA.

- The Bidder quoting highest Annual License Fee (**H1**) will be selected as the Preferred Bidder (Selected Bidder).

- **Important Notes:**

1. The values in Financial Bid shall be neatly typed. Any handwritten Financial Bid or with overwriting shall be liable for rejection.

2. The quoted amount must not include any decimals and shall be whole numbers only.

13.AWARD OF WORK

- After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the LDA to the Selected Bidder and the Selected Bidder shall, within 7 (seven) 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, appropriate the Bid Security/EMD of such Bidder as mutually agreed genuine pre- estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the

LOA, and the next eligible Applicant may be considered. The selected agency will be known as “Facility Management Agency” (Agency).

- After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Lease

14. EXECUTION OF LEASE AGREEMENT

Agreement (SA) within ten (10) days from issue of LOA. The Selected Bidder shall not be entitled to seek any deviation in the Lease Agreement.

- The date on which the Lease Agreement will be signed between the LDA and Selected Bidder will be identified as the ‘Commencement Date’.
- The Agency will be granted 07 calendar days from the date of signing the Lease Agreement to commence the project as per the requirements stated in this RFP. The date on which the Commencement period gets completed will be identified as the ‘Effective Date’.

15. LEASE PERIOD

- The Lease Period shall start from the ‘Effective Date’ as defined above and shall be valid for a period of 03 years.
- The extension or renewal of the lease in terms of increase in duration of lease or addition in scope of work, if required by the LDA, shall be conducted based on the performance of the Agency. The extension or renewal of the lease shall be as per the mutually agreeable terms and conditions worked out between the LDA and the Agency. However, LDA is not bound to consider any such extensions.

16. PAYMENTS TERMS & CONDITIONS

- Under this lease, the rates at which Agency can charge public for the mentioned services are as mentioned in RFP and the revenue generated from these activities shall be retained by the Agency apportioning for Operation, Maintenance and Management of Services of Golf Cart, Cycling & Boating Facilities in Janeshwar Mishra Park, Lucknow. Performance of the Agency shall be monitored by the LDA appointed officials.
- The Annual Licence Fee payable by the Agency to LDA is exclusive of GST as applicable from time to time. GST shall be charged extra.
- Payment will be made only through RTGS/NEFT electronic transfer to the LDA’s account.
- The First Year Annual License Fee quoted by the Agency and accepted by the LDA will be (governed throughout the Lease Period by) a part for others condition of RFP Special **Terms & Conditions of RFP in Hindi as mentioned in Annexure-7.**

17. ARBITRATION

If the parties are unable to resolve the Dispute by way of amicable settlement in accordance as above, the parties shall refer such Dispute for Arbitration. Any dispute or difference of any nature whatsoever or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this RFP shall be referred to the Sole Arbitrator appointed by the Vice-Chairman (VC), LDA/ Director, RCUES. The Award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to the Agreement, subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications/amendments of or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceedings under this clause. The place of arbitration shall be Lucknow only. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the Indian Laws only. Each Party shall bear the cost of preparing and presenting its own case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the arbitration award otherwise provides. The award of the arbitration panel shall be final and binding and neither Party shall be entitled to commence or maintain any action in a court of law upon the Dispute, except for the enforcement of an arbitral award granted pursuant to this part.

18.1 Number of Applications

Each BIDDER is eligible to submit one proposal in the format prescribed in the RFP document.

18. INSTRUCTION TO THE BIDDER

18.2 Proposal Validity

The Proposal shall remain valid for acceptance by the Authority for a period of **180 days** from the date of opening of Financial Proposal. In case of need the Authority may request the BIDDERS to extend the period of validity of their proposals on the same terms and conditions.

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

18.2.2 The BIDDER scan submits their queries through email, latest by **01.07.2023 by 03:00 PM at tender.rcueslko@gmail.com.**

18.2.3 The Authority shall endeavor to clarify the queries to all the BIDDERS by posting clarification on the RCUES web site, www.rcueslucknow.org within a week time, without identifying the party seeking the clarifications.

18.3 Earnest Money Deposit

18.3.1 The Bidder shall furnish as part of its Proposal, an Earnest Money Deposit (EMD) of **Rs. 3,30,000 (Rupees Three Lakh Thirty Thousand Only)** through an online payment as described in Data Sheet of this RFP. The Selected Bidder's EMD shall be returned, upon the Bidder signing the Lease and providing the Performance Security to the LDA or may be adjusted in performance security.

18.3.2 Any Bid not accompanied by the EMD shall be rejected by the Authority as non-responsive.

18.3.3 The Authority shall not be liable to pay any interest on the EMD and the same shall be interest free.

18.3.4 The Bidder, by submitting its Application 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 EMD 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 Clause 18.9 of this RFP;
- c. If a Bidder withdraws its Proposal or increases their quoted prices 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 Lease along with provision of Performance Security or commence the assignment as per Terms & Conditions of this RFP; or
- e. If the Bidder is found to have a Conflict of Interest as specified in Clause 18.8.

18.3.5 The EMD of unsuccessful Bidders will be returned, without any interest, as promptly as possible, but not later than 30 days after signing the lease with the Selected Bidder or cancellation of the Bid process by the Authority.

18.4 Performance Security

18.4.1 Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the LDA a Performance Security [to cover the number of liquidated damages and/or the compensation of the breach of lease] in any of the forms given below for an amount equivalent to 10% of the Contract Value as stipulated in the conditions of lease.

18.4.2 Payments can be made through Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the RFP.

18.4.3 Failure of the successful Bidder to comply with the requirements of Performance Security shall

constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security/EMD.

18.4.4 The performance security will be for the entire lease period i.e., for three (03) years and shall also be valid for twelvemonths after the scheduled end of the lease.

18.4.5 It is expressly understood and agreed that the performance security is intended to secure the performance of entire Lease Agreement. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Lease agreement.

18.4.6 Should the lease period, for whatever reason be extended, the Bidder, shall at his own cost, get the validity period of Performance Security in respect of performance security furnished by him extended and shall furnish the extended / revised Performance Security to the LDA before the expiry date of the Performance Security originally furnished.

18.4.7 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the LDA's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the LDA as the mutually agreed pre-estimated compensation and damages payable to the LDA for, inter alia, the time, cost and effort of the LDA in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- a. Agency fails to commence operations as per the requirements of this RFP;
- b. Agency fails to perform any or all its obligations under the Lease Agreement and damages are imposed for such failure;
- c. Towards any liquidated damages that may be payable by the Agency to LDA and / or against termination eventualities attributed to the Agency, under the terms of the Lease Agreement.
- d. Upon occurrence of an Agency Default or failure to meet any condition as per the Lease Agreement, the LDA shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Agency Default or failure to meet any Condition Precedent. Upon such appropriation from the Performance Security, the Agency shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the LDA shall be entitled to terminate the Lease.
- e. Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the Agency shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Agency Default or to meet any Condition Precedent, and in the event of the Agency not curing its default or meeting such Condition

Precedent within such Cure Period, the LDA shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate the Lease;

- f. If a Bidder engages in any of the Prohibited Practices specified in Clause 18.9 of this RFP;
- g. if the Bidder is found to have a Conflict of Interest as specified in Clause 18.8; and
- h. if the Selected Bidder commits a breach of the Lease.

18.4.8 Performance Security submitted, will be returned to the Agency subject to the LDA's right to receive or recover amounts, if any, due without any interest twelve months after completion of Lease.

18.5 Amendment of RFP

At any time prior to the Bid Due Date, the Authority for any reason, whether on its own initiative or in response to clarifications requested by a prospective BIDDERS, may modify and/or amend the RFP Document or part thereof by the issuance of an amendment.

Any amendment thus issued shall form a part of the RFP Document and shall be communicated through RCUES Website/ E-Tender Website.

To give the prospective BIDDERS reasonable time in which to take such amendments/modifications into account for preparing their Proposals, the Authority reserves the right to extend the Bid Due Date.

18.6 Confidentiality

Information relating to the examination, clarification, evaluation for selection, and recommendation of the Preferred BIDDERS / Successful BIDDERS shall not be disclosed to any person who is officially not concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the process. The Authority shall treat all information submitted as part of Proposal as confidential and shall require all those who have access to such material to treat the same in confidence. The Authority shall not divulge any such information unless it is ordered to do so by any authority that has power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

18.7 Litigation History

The Agency/Bidder/Parent/Subsidiary/affiliates company of Bidder should not have been blacklisted / debarred / termination of lease except for reasons of convenience of client by any Government / Government Board / State Government Department/ Corporation / Company / Statutory Body / PSU company / Non-Government/ Government of any sovereign countries/ Private Agencies and Funding Agencies in last 10 years. *Please attach a self-declaration stating the above. Self-declaration shall be on an Affidavit of Rs. 10/- Stamp paper.*

18.8 Conflict of Interest

The BIDDER shall not have a conflict of interest (the “Conflict of Interest”) that affects the selection process. Any BIDDER found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security 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 Application (the “Damages”), without prejudice to any other right or remedy that may be available to the Authority under the agreement or otherwise.

A firm that has been engaged by the Employer 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.

An Agency (including its Personnel and Sub- Agencies) 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 Agency to be executed for the same or for another Employer. For example, an Agency hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and an Agency assisting an Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such assets.

The Agency (including its Personnel and Sub- Agencies) that has a business or family relationship with a member of the Employer’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 Lease, may not be awarded a Lease, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Lease.

The Agency has an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, 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 Agency fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its Lease during execution of assignment.

18.9 *Fraud and Corrupt Practices*

The BIDDERS and their respective officers, employees, agents shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained herein, the Authority may reject an application without being liable in any manner whatsoever to the BIDDER if it determines that the BIDDER has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the selection process.

Bidder should have, during the last five 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 engaged in fraudulent misconducts, nor anti bribery, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Without prejudice to the rights of the Authority hereinabove, if the BIDDER is found by the Authority, to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, such BIDDER shall not be eligible to participate in any of EO/ RFP issued by the Authority during a period of 2 (two) years from the date such BIDDER is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be. For the purposes of this, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the 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) 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 adviser of the Authority in relation to any matter concerning the Project;
- b. “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the selection process.
- c. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the selection process.
- d. “Undesirable practice” means (i) establishing contact with any person connected with or employed or

engaged by the Urban Development Department, Government of UP 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.

19.1 *Sub-leasing*

19. KEY CLAUSES OF LEASE AGREEMENT

19.1.1 The Agency shall not sub-lease any portion of work.

19.2 *Other agencies/contractors*

19.2.1 The Agency shall cooperate and share the site with other agencies, contractors, Occupants, Operators, Public Authorities, utilities, and the engineer between the dates given in the schedule of other agencies/contractors.

19.2.2 The Agency shall as refer to in the lease, also provide facilities and services for them as described in the Lease. The employer’s representative may modify the schedule of other agencies/contractors and shall notify the Agency of any such modification.

19.3 *Materials, Machinery & Equipment*

19.3.1 The Agency shall arrange and supply at his own cost all material, machinery, equipment, plant, tools, appliances, implements, ladder, cordage, tackle, scaffoldings, water and power supply and temporary works requisite or proper for effective execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the Lease or referred to these conditions or not all which may be necessary for the purpose of satisfying or complying with the requirements of the LDA as to any matter which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage therefore to and from the work.

19.3.2 The Agency shall bear all the taxes including transportation, loading, unloading, stacking storage, safe custody against the damage due to sun, rain, dampness, fire, theft etc.

19.3.3 The Agency shall procure all material from sources approved by the LDA in writing. All the material brought to the site shall be duly accounted for by the agency and got insured against loss due to any reason whatsoever. Proof regarding this supported by the copies of the requisite document shall be regularly submitted to the Representative appointed by the LDA. The LDA may summon the complete record of the procurement of materials from the agency at any time if needed. At site, the material shall be accounted in a manner prescribed by LDA in writing.

- 19.3.4** The material procured by the agency shall be strictly according to the specification of that material conforming to ISI standard or any other approving authority as applicable.
- 19.3.5** Storage of the material should be as per approved norm. No damaged or inferior material will be kept at site of work for more than seven days from the date of orders of Engineer in Charge to remove the material.

19.4 Labour

- 19.4.1** The Agency shall, make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.
- 19.4.2** The Agency shall, if required by the LDA, deliver to the LDA a return in detail, in such form and at such intervals as the authorized officer of Authority may prescribe, showing the staff and the number of the several classes of labor from time to time employed by the Agency on the site and such other information as the Engineer in Charge may require.

19.5 Compliance with Labour Regulations

- 19.5.1** During continuance of the lease, the Agency and his employees/staff shall abide at all times by the all-existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority.
- 19.5.2** The Agency shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments If any on the part of the agency, the Engineer/Employer shall have the right to deduct any money due to Agency, the Engineer/Employer shall have the right to deduct any money due to the Agency including his amount of performance security. The Employer/Engineer shall also have right to recover from the Agency any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
- 19.5.3** The employees of the Agency in no case shall be treated as the employees of the Employer at any point of time.

19.6 Insurance

- 19.6.1** The Agency shall provide, in the joint names of the Employer and the Agency, insurance cover from

the Start Date to the end of the Lease Period, in the amounts and deductibles stated in the Lease for the following events which are due to the Agency's risk:

- a. loss of or damage to the Works, Plant and Materials
- b. loss of or damage to Equipment
- c. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Lease and
- d. Personal injury or death cover for employees and the public.

19.6.2 Policies and certificates for insurance shall be delivered by the Agency to the LDA for the LDA's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

19.6.3 If the Agency does not provide any of the policies and certificates required, the Employer may affect the insurance which the Agency should have provided and recover the premiums the Employer has paid from the agency.

19.6.4 Alterations to the terms of insurance shall not be made without the approval of the LDA.

19.6.5 Both parties shall comply with any conditions of the insurance policies.

19.7 Safety

19.7.1 The Agency shall be responsible for maintaining the safety of all activities on the site.

19.7.2 In respect of all labor directly or indirectly employed in the work for the performance of the Agency's part of this lease, the Agency shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith.

19.7.3 Agency is responsible for co-ordination and management of delivery of services from AMC vendors/suppliers/agencies/contractors, therefore for ensuring safety compliance by them, Agency is required to monitor the delivery of service and report client in case of non-compliance of safety requirements immediately.

19.8 Taxes

19.8.1 GST, if applicable is to be rendered by the Agency, shall be reimbursed by LDA to the Agency, subject to the Agency regularly furnishing to the LDA, the proof of depositing the GST to the concerned department.

19.8.2 As a condition, precedent for reimbursement of the GST, the Agency shall provide a valid GST registration number issued by the concerned Statutory Authority.

19.8.3 The financial liability on account of any other applicable taxes, as may be applicable on the amounts received by the LDA from the Agency shall be solely borne by the Agency. The Agency alone shall be responsible in all respects for the payment of all taxes including Income Tax etc. in a timely manner and filing the returns in respect thereof as per the applicable laws.

19.9 Liquidated Damages

19.9.1 The Agency shall pay liquidated damages to the LDA. The Performance Security/ Security Money shall be forfeited at the sole discretion of LDA towards any liquidated damages that may be payable by the Agency to LDA, under the terms of the RFP/Lease.

19.9.2 In case of continued default or repetitive non-performance at regular intervals, LDA may go on enhancing the levy of liquidated damages, each time limited to 1% of the amount of contract per month of further default subject to maximum limit as defined in the Lease.

19.10 Cost of Repairs

19.10.1 Loss of damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the duration of Lease shall be remedied by the Agency at Agency's cost if the loss or damage arises from the Agency's acts or omissions or damage to main Agency's work.

19.11 Manuals & Registers

19.11.1 The Agency shall provide updated asset register recording the actual condition of the assets at the time of takeover and at the end of the lease period.

19.11.2 If the Agency does not submit the asset register at the end of the lease period or they do not receive the LDA's approval, the LDA reserves the right to withhold the final bill payable to the Agency.

19.12 Force majeure

Force Majeure Event: Force Majeure Event shall mean any event or circumstance or a combination occurring in India set out hereunder, which affect or prevent the Party claiming Force Majeure ("Affected Party") from performing its obligations:

A. Non-Political Events

- a. Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, Earthquakes, volcanic eruption, fire or exceptionally

adverse weather conditions affecting the implementation of the Project.

- b. Radioactive contamination, ionizing radiation
- c. Epidemic, famine.
- d. An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, military action, nuclear blast.
- e. Strikes or boycotts or industrial action or any public agitation of any kind;
- f. Any event or circumstances of a nature analogous to any of the foregoing.

B. Political Event

- a. Change in Law, other than any Tax laws, rules and regulations, to which the provisions of Change in Law as per the Lease Agreement cannot be applied;
- b. Expropriation or compulsory acquisition by any Competent Authority of the Project or part thereof or any material assets or rights of the Agency; provided the same has not resulted from an act or default of the Agency or such person;

Above are only key events of Force majeure and Authority may appropriately add /modify terms in draft Lease Agreement.

19.13 Termination

19.13.1 The authorized officer on behalf of the LDA may terminate the Lease if the other party causes a fundamental breach of the Lease. For this purpose, 30 days' notice in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Lease with a copy to the Employer.

19.13.2 Fundamental breaches of Lease by Agency include, but shall not be limited to the following:

- i. The Agency stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the authorized officer of the LDA;
- ii. The Agency is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- iii. The authorized representative of the LDA gives Notice that failure to correct a particular Defect is a fundamental breach of Lease and the Agency fails to correct it within a reasonable period of

time determined by the authorized representative of the LDA;

- iv. The Agency does not maintain a security which is required;
- v. The Agency has delayed the works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Lease;
- vi. If the Agency, in the judgment of the LDA has engaged in corrupt or fraudulent practices in competing for or in executing the Lease.
- vii. In case the Agency is a partnership firm or any other such legal entity having more than one constituent, the Agency shall not change its legal constitution in any manner during the subsistence of lease. The shareholding, percentage/extent of partnership or other interest of the original constituents of the Agency shall not be diluted or varied during the subsistence of Lease.
- viii. The Agency shall not engage the services of any Sub-Agency for the purposes of discharging obligation under the Lease without approval of the LDA.
- ix. If the Agency, having been given a notice in writing by the LDA, fails to rectify, reconstruct, or replace any defective work or continues the execution of work in an inefficient, improper, unworkman like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 15 days of the issue of said notice.
- x. If the Agency commits any acts of defaults with respect to conditions of lease.

19.13.3 If the Lease is terminated the Agency shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

19.13.4 After the termination of the lease under this clause, the LDA shall be at liberty to get the balance work executed through some other contractual agency or through departmental means or to abandon the balance work altogether or to modify the design and scope of the work in any manner. The Agency shall have no claim against the LDA in this regard. The Performance Security and Security Money retained from every running bill shall be forfeited at the sole discretion of LDA towards against termination eventualities attributed to the Agency, under the terms of the Lease.

19.14 *Payment upon Termination*

19.14.1 If the Lease is terminated because of a fundamental breach of Lease by the Agency, the authorized representative of LDA shall issue a certificate for the pending payment of Annual Licence Fee to LDA by the Agency up to the date of the issue of the certificate. Additional Liquidated Damages shall not apply. If the total amount due to the LDA by the Agency, it shall be a debt payable to the LDA.

19.14.2 No Compensation for Alteration in or Restriction in Works.

19.14.3 If at any time, after the commencement of the work the LDA, for any reason whatsoever, does not require the whole Work or part thereof to be carried out, the authorized representative of the LDA shall give notice in writing of the fact to the Agency who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of work not having been carried out, neither shall he have any claim for compensation by reasons of any alteration having been made in the original specifications, drawings, designs and instructions, which shall involve any curtailment of the work originally contemplated.

19.15 Deduction for Non-Performance

19.15.1 Subject to the terms and conditions mentioned in the Lease, any deficiency by the Agency in the performance of its delivery obligations, shall render him liable to any or all of the following penalties: -

Description	Expected for upkeep	Minimum Obligation	Deduction recovery to be affected in the Quarterly bill
Golf Cart	100%	98%	1% of the Performance Security
Boats	100%	98%	1% of the Performance Security
Bicycles & Cycle Track	100%	98%	1% of the Performance Security
Shortfall in Deployment of minimum manpower described in the agreement	100%	100%	3% of the Performance Security
Shortfall in Deployment of minimum manpower described in the agreement	100%	100%	3% of the Performance Security

Minor defects	100%	98%	1% of the Performance Security
Major defects	100%	95%	2% of the Performance Security
O&M works as per Agreement	100%	95%	1% of the Performance Security

19.15.2 In case of repetitive instances of non-performance regularly, the Employer may take necessary action for termination of Lease and forfeiture of Performance Security after issuing a maximum of three months’ notice.

19.16 Obligations of Agency

19.16.1 General

A. Standard of Performance

The Agency shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall at all the times support and safeguard the LDA’s legitimate interest in any dealings with the other parties.

B. Law governing Services

The Agency shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the personnel of Agency, comply with the Applicable Law. The LDA shall notify Agency in writing of the relevant local customs, and the Agency after such notification, respect such customs.

C. Conflict of Interest

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

- a. Agency not to benefit from commissions, discounts, etc.
 - i. The payment of Annual License Fee to the LDA pursuant, hereof shall constitute the only payment in connection with this Lease and, the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Lease or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that Personnel involved shall not receive any such additional payment.
 - ii. Furthermore, the Agency shall comply with the LDA’s applicable procurement guidelines for

procurement of goods, works or services.

- b. Agency and affiliates not to be otherwise interested in Project.

The Agency agrees that, during the term of this Lease and after its termination, the Agency and any entity affiliated with Agency, shall be disqualified from providing goods, works or services resulting from or directly related to the Agency for the implementation of the project.

- c. Prohibition of conflicting activities

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

D. 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 Services, nor shall the Agency and the Personnel make public the recommendations formulated in the course of or as a result of the Services.

E. Liability of the Agency

Subject to additional provisions, if any, set forth in the Lease, 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 total fee as quoted by the Agency.

The liability of the Agency shall be as per the scope of work defined in Annexure 1 & Key Terms & Conditions of RFP in Hindi defined in Annexure 7.

F. Agency's actions requiring Authority's prior approval.

The Agency shall obtain Authority's prior approval in writing before taking any of the following actions.

- a. Any change or addition to the Personnel listed as key professionals under the Scope of Work in Annexure 1.
- b. Any change in equipment / material in respect of make, quality or other criteria, which the Agency furnished in Annexure 1.

19.17 *Obligation of the LDA*

19.17.1 Assistance and exemptions

LDA shall assist the Agency and his staff for getting necessary statutory permissions, approvals (if any) as may be required under the law for their stay at project site and for providing Services as per the scope of work defined in Annexure 1 & Key Terms & Conditions of RFP in Hindi defined in Annexure 7. Such assistance shall not be considered as LDA's obligation.

19.17.2 Access to Land/Premises

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 Services.

19.17.3 Change in Applicable Law related to taxes and duties.

If, after the date of this Lease, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by Agency in performing the Services, then the remuneration and reimbursable expenses as otherwise payable to the Agency under this Lease shall be increased or decreased accordingly by agreement between the parties hereto.

19.17.4 Services, facilities and property of LDA

The LDA shall make available to the Agency and the Personnel, for the purpose of the Services and free of any charge the property described as per the scope of work defined in Annexure 1 & Key Terms & Conditions of RFP in Hindi defined in Annexure 7.

19.17.5 Payment

In consideration of the Services performed by the Agency under this Lease, the LDA shall make no payment to the Agency. Under this lease, the rates at which Agency can charge public for the mentioned services are as mentioned in RFP and the revenue generated from these activities shall be retained by the Agency apportioning for Operation, Maintenance and Management of Services of Golf Cart, Cycling & Boating Facilities in Janeshwar Mishra Park, Lucknow.

19.17.6 Office Space

Agency shall space to create office space for itself within the park. However, furniture, hardware and software infrastructure or any other infrastructure required shall be arranged by Agency.

19.17.7 Miscellaneous Cost

All Miscellaneous Cost like AMC, Insurance (Work related), Utility Bills, Liaising Fee etc. will be paid by Agency. LDA if required shall assist and facilitate in selection of vendors/suppliers for the rendering the services.

19.17.8 Basic Utilities

Basic Utilities like Water and Power Supply connections will be provided by the LDA to Agency, however the maintenance of infrastructure required for use of water and power supply including charging points shall be the responsibility of Agency as well as payment of the utility bills as per actual consumption shall be paid by the Agency and its receipts shall be submitted to LDA on monthly basis. The Agency shall maintain complete record of all such bills and its payments.

19.18 Extension/Renewal of Lease

- 19.18.1** The extension or renewal of the lease in terms of increase in duration of lease or addition in scope of work, if required by the LDA, shall be conducted based on the performance of the Agency.
- 19.18.2** The extension or renewal of the lease shall be as per the mutually agreeable terms and conditions worked out between the LDA and Agency. However, LDA is not bound to consider any such extensions.

Annexure 1 – Terms of Reference(ToR)

1. SCOPE OF WORK

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.

The Park consists of the following services which are to be covered under Operation, Maintenance and Management of Services on Lease: -

1. Electric Golf Cart
2. Cycling Facility including the Cycling Track.
3. Boating Facility.

Bidders are advised to obtain large size drawings from LDA for understanding the spaces covered under scope. Bidders are encouraged to physically visit the building premises and familiarize themselves of the location, layout, requirements, and all other factors before submitting their bids.

1.1. Broad Description of Facility Management

1.1.1. This scope of work essentially indicates Operation & Maintenance and Management services pertaining to Golf Carts, Cycling, and Boating Services will be carried out as per benchmarked maintenance practices / OEM (Original Equipment Manufacturer) manuals / O&M Manuals.

1.1.2. The scope of work broadly includes the operation, maintenance and management of Golf Carts, Cycling, and Boating Services. The Agency will be directly responsible for ensuring operational service levels and that the performance is met as per terms and conditions defined in this document. The Agency will be directly reporting to the officer authorized by the LDA. The Agency shall deploy the adequate manpower for the work.

1.1.3. This document describes the work to be carried out under the operation, maintenance and management of Golf Carts, Cycling, and Boating Services.

1.1.4. The Broad Scope of Services required under through this RFP, shall be inter alia as briefed below:

- a. Operation, maintenance and management of Golf Carts, Cycling, and Boating Services
- b. Waste Management

- c. Pest control
- d. Front Desk Management
- e. Plantation and Horticulture
- f. Reporting and Complaint Management
- g. Parking Management and Surrounding area management.
- h. Security Services

1.2. Brief about Operation, maintenance and management of Golf Carts, Cycling, and Boating Services

1.2.1. The scope of work for management services is broadly divided into following categories:

1.2.2. **Operation:** Operation includes

1.2.2.1. Day to day running of equipment /facilities and upkeep of the areas/equipment.

1.2.2.2. Daily / periodic maintenance (inspection, oiling and re-tightening) to retain the healthy condition of equipment and prevent failure through the prevention of deterioration, periodic inspection or equipment condition diagnosis.

1.2.3. Maintenance

1.2.3.1. Breakdown Maintenance is defined as

The maintenance performed on equipment that has broken down and is unusable. It is based on a breakdown maintenance trigger. If breakdown occurs due to defects including manufacturing defects or defect due to faulty erection or any defective work or material, it would be covered under defect liability period or equipment warranty period as may be applicable.

1.2.3.2. Preventive Maintenance is defined as

The planned maintenance which is performed while the equipment is still working so as to reduce unexpected breakdown. This maintenance is scheduled based on time (monthly, quarterly, annually) or usage triggers. Activities in Preventive Maintenance are usually performed based on guidelines from equipment suppliers / manufactures and as per the O& M manuals provided by the Agency/Contractor/Project Management Service Provider (PMSP).

However, Agency scope of work includes Breakdown Maintenance, co-ordination and managing Vendors / Suppliers / Manufactures for performing preventive maintenance as per the O&M Manuals provided by the Agency/Contractor /PMSP / Supplier / Vendor / Manufacturers.

1.2.4. **Management:** Management includes

- 1.2.4.1. Co-ordination with other Agencies/Contractors for rectification of defects falling under DLP, if any.
- 1.2.4.2. Co-ordination with Vendors / Suppliers / Manufacturers for preventive maintenance.
- 1.2.4.3. Co-ordination with O&M team for rectification of breakdowns (covered under breakdown maintenance/AMC) and for operations.
- 1.2.4.4. Printed comprehensive logbook as per certified standards and procedures, containing tables for daily record of all critical schedules, temperatures, pressures, humidity, power consumption, starting, stopping times of various equipment's, daily record of unusual observations.
- 1.2.4.5. MIS Reporting for overall management of services.
- 1.2.4.6. Co-ordination for conducting disaster Management drills (earthquake, fire etc.).
- 1.2.4.7. However, the scope as defined above is not limited to or exclude any item in the scope of work that is to be covered for delivering the Facility Management Services timely and successfully.

1.3. Detailed Scope of Work

1.3.1. Unless it is explicitly restricted, the scope of work under the Lease for operation, maintenance and management of Golf Carts, Cycling, and Boating Services is as below:

A. Maintenance Services

The Agency shall be responsible for breakdown maintenance as defined above. The Agency for preventive maintenance shall coordinate with the concerned Agencies, Vendors, Suppliers and Manufacturers for rendering the services under the terms and conditions stipulated in this document.

- i. The Agency shall be liable to perform / undertake following services:
 - a. Keep the Inventory of all spares and consumables required for the operation, maintenance and management of Golf Carts, Cycling, and Boating Services and update on weekly basis.
 - b. Prepare purchase request for spare parts, Electrical and Mechanical items, and will coordinate for approvals.

B. Operation Services

The operation services under the scope of work of Golf Carts, Cycling, and Boating Services.

- i. **Cleaning/Housekeeping** - The Agency shall clean the complete system and any other system as

installed related to Golf Carts, Cycling, and Boating Services.

ii. **Waste Management** - The Agency undertaking the cleaning work would remove the debris when it amasses to a volume equivalent to a tempo load. The waste management methodology shall comply with the guidelines laid down by Municipal Solid Waste (Management & Handling) Rules, 2016, which states that, manual handling of municipal solid waste shall be prohibited: provided that in case unavoidable due to constraints, manual handling shall be carried out under proper precaution with due care for safety of workers.

iii. **Pest Control** - The Agency shall be responsible for ensuring the disinfectants, insecticides and pesticides used for rendering the services shall be safe, having low toxic levels, duly approved by WHO and Central Insecticide Board.

iv. **Front Desk Management**- The Agency shall operate front desk/ help desk as per the guidelines provided by LDA. These Services pertain to the assisting / guiding the visitors, LDA's staff, attending problems on Help-Desk and resolving the problems to closure, which occur on day-to-day basis. The helpdesk / front desk operations shall include responding and resolving the problems which may related to visitors / premises which may or may not be logged (problems such as failure of UPS, fire alarm etc.).

C. Management Services

The Agency shall be responsible for management of Golf Carts, Cycling, and Boating Services and managing the following aspects for ensuring proper operation and maintenance of the facilities in the premises:

- i. Take accountability of all the services as described in scope of work and will work as a Unit under supervision of LDA.
- ii. Maintain a record of all Golf Carts, Cycling, and Boating Services, keep track of the dates of AMC/Warranty validity and the renew the AMC/Warranty for extension of services without fail:
- iii. Co-ordinate with concerned Agency/Contractor for rectifying of defects under the DLP period, if any.
- iv. Preparation, submission and obtaining approval on detailed O&M plan including maintenance and security, staffing requirement and schedule; equipment, tool and machineries to be maintained; maintenance schedule; manpower and incident reporting structure; etc.
- v. Prepare a preventive maintenance plan for all equipment's / fittings & fixtures, ensuring 100% compliance.
- vi. Agency shall keep all fire safety extinguishers filled from time to time.
- vii. Prepare and maintain the records of routine services, visits provided by AMC providers and tracking

to be done against actual visits.

- viii. Keep the Inventory status of all spares and consumables required for the maintenance of Golf Carts, Cycling, and Boating Services and update on weekly basis and maintain the records of consumption.
- ix. Conduct quarterly systems & equipment health audits with and through the AMC Service provider and submit a health status report to the Officer authorized by Authority.
- x. Coordinate with third party for conducting equipment audit, fire audit as and when required by Authority.
- xi. It is the responsibility of the Agency to ensure highest level of uptime and reliability of all equipment is maintained at site.
- xii. Prepare and follow Standard Operating procedures for smooth functioning of the maintenance services, within 30 days of commencement of agreement.
- xiii. Keep all relevant NOCs related to fire, electricity, and any other updated from time to time.
- xiv. Brief the representative on maintenance and operational proceedings on day-to-day basis.
- xv. Provide support and guidance to the LDA in all matters as requested.
- xvi. The Agency, within its staff shall provide persons who are trained in first aid/ paramedics to coordinate with First Aid Room in case of emergency.
- xvii. The Agency shall report to a Nodal Officer appointed by LDA for the management services as and when required.
- xviii. **Complaint management** -The following are defined Service Level Agreement (SLA) for responding and closure of complaints by Agency and based on standards these present guidelines and may be changed by LDA from time to time.

Table: Service Level Agreement

Description of Complaints	Service required	Report	Complaint closure time
For minor defects	Rectification without any replacement by Agency personnel	Immediately	2hrs

For Major Defects	To be decided in consultation with LDA	Immediately	To be decided in consultation with LDA
Item available locally	Rectification / Replacement by Agency through external agencies (another Agency/Contractor PMSP/ Interior Contractor / Vendors / Manufacturer / Supplier	Immediately	1 week
Item available domestically		24hrs	2 weeks
Item to be procured internationally		48hrs	1 month

To the extent possible, Agency shall make ensure that it performs its obligations as per Lease.

xix. **Reporting** - The Agency shall establish a MIS system for reporting. The Agency shall submit the following reports within the stipulated time to the Authorized Officer of the Authority:

- a. Initial Review Report;
- b. Monthly Reports;
- c. Deployment Report; and
- d. Attendance Reports

The MIS report shall cover the following aspects:

- a. Consumption and stock of consumables
- b. Compliance of preventive maintenance plan
- c. Resource deployment report (manpower, equipment)
- d. Expense report (committed and invoiced amounts)
- e. Energy consumption – by utility, by premise
- f. Status of periodic activities as described under scope of work for Operation, Maintenance.
- g. Inspection: The Agency shall conduct regular inspection and perform any additional ones that will maintain / enhance the appearance, operation, and safety aspects of all Golf Carts, Cycling, and Boating Services as approved by LDA. The Agency shall indicate frequency of inspection

covering all Golf Carts, Cycling, and Boating Services.

- h. Highlight Critical Issues / Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time schedules, etc.
 - i. Prepare a foot fall report for the visitors.
 - j. Customer Feedback Analysis
 - k. Report on Audits/ drills etc.
 - l. Complaint Management reporting.
 - m. MIS on procurement, statutory payments & on any other invoices processed.
 - n. Any other reports as needed from time to time.
 - o. IT assets, stationaries and operating cost required to prepare report is in the scope of Agency.
 - p. Agency has the option to use / implement any software for managing the Services.
 - q. Agency shall submit the ticket Performa and format and the same shall be approved by Authorized Officer.
 - r. Any other reports / compliance certificates as needed from time to time.
- xx. Parking Management in surrounding areas-** Parking and Vehicle Management related to Golf Carts, Cycling, and Boating Services is in Agency scope. The activities and responsibilities of Agency are:
- a. Manage operations at Entry and Exit terminals.
 - b. Manage way - finding / space monitoring & guiding for parking.
- xxi. Security Services -** Security of Golf Carts, Cycling, and Boating Services is in Agency scope. The activities and responsibilities of Agency are:
- a. To provide security services for the protection of life and property against theft, pilferage, fire etc.,
 - b. Ensure safety and security of men and material,
 - c. Guiding visitors to desired locations/ concerned officials/ occupants,
 - d. Regulating entry of unwanted visitors/salesmen and maintenance of visitor's register,

- e. Checking of gate passes and to regulate the entry and exit of vehicles/materials,
- f. Prevent entry of stray animals like cow, dogs etc.,
- g. Round the clock patrolling for the safety of Golf Carts, Cycling, and Boating Services,
- h. Keep arrangements of Walky-Talky for ease of operations during VIP programs, events, etc.
- i. Frisking and checking of visitors during and after operational hours,
- j. Handheld metal detectors should be provided by the Security Agency to Security Guards for checking and frisking of visitors as well as their carry bags,
- k. Checking of vehicles at entry and use inverted mirror detectors for checking vehicles,
- l. Agency shall maintain records of inwards and outwards movement of men, materials and vehicles, etc. with proper check as per instructions given from time to time by LDA,
- m. Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills. Liaison with appropriate agencies in case of emergencies/Disaster & be well equipped with their update contact numbers,
- n. Visitor's management in common, during events & exhibitions, and during other special occasions,
- o. Having effective control on movement of materials in / out,
- p. Physical guarding of entry / exit points,
- q. Screening / directing of visitors,
- r. Patrolling and guarding various common areas and surroundings to ensure adequate safety and security,
- s. Assisting the occupants during the emergency evacuation of the building,
- t. Rescue operation of visitors stranded in the lifts,
- u. Complete disaster management in case of emergencies/ disasters,
- v. Providing of adequate security as per the requirement,
- w. Ensuring and monitoring the operations of Boom Barriers & Access Control System,
- x. Lodging of complaints/FIRs in case of emergency/disaster on intimation,

- y. Agency shall provide a logbook register for making entries by the security personnel of their presence at duty site.
- z. Agency shall provide at his own cost (i) proper clean uniform and badges and (ii) photo identity cards as per laid down rules for Private Security Agencies.
- aa. Agency shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the lease.
- bb. Agency shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. LDA will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
- cc. Agency shall bear all the expenses incurred on the following items i.e., required security devices, metal detectors, searching mirror, Walky-Talky, provision of torches and cells, lathis/ballams and other equipment to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

1.4. Manpower

1.4.1. The tentative manpower required to efficiently and effectively operation, maintenance and management of Golf Carts, Cycling, and Boating Services is mentioned below which the Bidder shall exactly quantify through proper site visit and going through the scope of work before considering the manpower cost while quoting the financial proposal. The Bidder shall submit the details of manpower considered as per the format attached in Annexure 6. The Agency shall have the following minimum manpower:

Operation, maintenance and management of Golf Carts, Cycling, and Boating Services		
Sl. No.	Description	Quantity
1	Operations Manager (at-least Graduate with MBA or other equivalent qualifications like Hotel Management, Event Management, Tourism, Hospitality, Plant operations with an exposure to Facilities Management. Computer literate and having 10 years’ experience in Comprehensive Facility Management Services along with Maintenance & Operation of large Complex) common for all services.	1
2	Supervisor	3

3	Helpers	6
4	Security Supervisor (one in each Shift)	2
5	Security Guards (Semiskilled) distributed in shifts as required.	6

1.4.2. After the selection of Agency, in case of additional manpower requirement, LDA may ask Agency in emergency cause to provide additional manpower. No additional charge shall be paid to the Agency for this purpose.

Annexure 2 – Bid Covering Letter

Dated:

To

The Director,

Regional Centre for Urban & Environmental Studies Ministry of Housing & Urban Affairs, Government of India Adjacent Registrar’s Office, University of Lucknow Campus Lucknow-226007 (Uttar Pradesh)

Sub: “Selection of Agency for Operation, Maintenance and Management of Services of Golf Cart, Cycling & Boating Facilities in Janeshwar Mishra Park, Lucknow on Lease”

Sir

- a) With reference to your advertisement and having examined the RFP Document and understood their contents, I hereby submit this bid for the said project. My bid is unconditional and unqualified.
- b) I acknowledge that the Authority will be relying on the information provided in the RFP document for selection and I certify that all information provided therein is true and correct and nothing has been omitted which renders such information misleading; and all documents accompanying this bid are true copies of their respective originals.
- c) I shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the bid.
- d) I acknowledge the right of the Authority to reject the bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- e) I certify that I fulfill the qualification and experience as sought by the Authority.
- f) I also certify that the Bid is valid for a period of 180 days from the date of opening of the RFP.
- g) I further certify that no investigation by a regulatory Authority is pending against me.

Yours faithfully,

(Signature and stamp)

Name:

Address:

Mobile No:

E-mail ID:

Annexure 3A - Format for the Details of the Bidder

1.	Name of the Organisation/Firm making this application:	
2.	Legal status of the organization:	
3.	Date of incorporation/commencement of business:	
4.	PANNo. :	
5.	GSTNo. :	
6.	Name, Designation and Contact details of authorized person:	
7.	Address for Correspondence:	
8.	Telephone No. /MobNo. /FaxNo.:	
9.	Number of years in sector of relevance:	
10.	Details of Bid Processing Fees of Rs. 2,000/- + GST @18% = Rs. 2,360/- (Rupees Two Thousand Three Hundred Sixty Only) (Mention UTR No./DD No.)	
11.	Details of EMD of Rs. 3,30,000/- (Rupees Three Lakh Thirty Thousand	

	only) (Mention UTR No./DD No.)	
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I _____, son/daughter of _____ hereby declare that the information given in this form is true and correct to the best of my knowledge and belief.

Signature with Stamp: _____

Dated: _____

Place: _____

Annexure 3B - Power of Attorney for Signing of Application

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for RFP for “Selection of Agency for Operation, Maintenance and Management of Services of Golf Cart, Cycling & Boating Facilities in Janeshwar Mishra Park, Lucknow on Lease” including signing and submission of all documents and providing information / responses to the Authority, representing us in all matters before the Authority, and generally dealing with the Authority in all matters in connection with our bid for the said Project.

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

For _____

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- 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.
- In case the Application is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

Annexure 3C- Power of Attorney for Lead Member of Joint Venture/Consortium

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Power of Attorney for Lead Member of Joint Venture/Consortium

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.*

Annexure 3D- Joint Venture/Consortium Agreement

(On Non – judicial stamp paper of Rs 100/- or such equivalent document duly attested by notary public)

Joint Venture/Consortium Agreement to be Executed Between the Members Of JV/Consortium

This Joint Venture/Consortium Agreement (herein after referred to as ‘JV/Consortium 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).

and <Entity Name 3>, <Entity Type 3> incorporated under the <Relevant Act> having its registered office at <Office Address 3>. Herein after referred to as <Short Name 3>, the ‘Third 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 Venture/Consortium Agreement.

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

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

WHEREAS the Second Party, is a <Entity 3 Brief Profile>.

Definitions:

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

“The Joint Venture/Consortium” (JV/Consortium in brief) shall mean <Consortium Name> (herein after called “JV/Consortium”) collectively acting in collaboration for the purpose of this agreement.

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

“The works” shall mean Operation, Maintenance and Management of Services of Golf Cart, Cycling & Boating Facilities in Janeshwar Mishra Park, Lucknow On Lease (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 Lease Agreement” shall mean the LA 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 LA, 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 “<JV/Consortium Name>” (hereinafter called the “JV/Consortium”)

b) The Office of the Joint Venture/Consortium shall be located at <Joint Venture/Consortium Office Address>. All communications up to the bid submission regarding the work shall be addressed to and from the “Consortium 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>and <Entity 3>shall jointly execute the works according to all items, terms and conditions as stated in the RFP document / LA as an integrated JV/Consortium styled as <JV/Consortium 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 LA.

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 enter into a LA 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 LA in accordance with the LA 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 LA on behalf of the Joint Venture/Consortium. All payments shall be made by, and revenue generated through the services provided under the LA shall be deposited in the Joint Venture/Consortium’s bank account. The

LA 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. The share and participation of each member in the Joint Venture/Consortium shall be broadly as follows:

a) <Entity Name> X% (In Figures)

Lead Member

b) <Entity Name> Y% (In Figures)

Second Member

b) <Entity Name>Z% (In Figures)

Third Member

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

vi) This Joint Venture/Consortium Agreement shall be applicable till the lock-in period of 03 years. After that a non-lead Member of the JV/Consortium can exit the JV/Consortium, subject to the approval of the Lead Members, the Lenders and the Authority.

vii) This Joint Venture/Consortium Agreement will be binding on the successors and assigns of the each of the parties hereto.

viii) 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 Lease.
- c. The date upon which the Lease 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 LA and the Joint Venture/Consortium 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 LA, subject to the relevant powers and directives being granted and received from the other Party prior to signature of the LA and from the Management Board during the performance of the LA.

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 from all members and the Authority in the name of the Joint Venture/Consortium and all liabilities / payments shall be discharged through the said bank account including payments made to the Employer and revenue generated through the services provided. 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 LA 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, LA 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 Lucknow, 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.

<Consortium Name>

<Joint Venture/Consortium 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 Venture/Consortium 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:

<Entity Name><Entity Name>

Authorized Signatory

For and on behalf of:

Authorized Signatory

Name:

Name:

Designation:

Designation:

Witnesses:

1.

2.

Annexure 4 – Technical Bid (PartA)

Format for Bidder’s experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted firm for providing Transaction Advisory Services or similar to the ones requested under this assignment.]

- Limit each project to 2 single sided pages (1 sheet double sided)
- Use projects with copy of proof of experience as required for meeting the minimum qualification criteria prescribed.
- Exhibit projects in the last five years from the Bid Due Date.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your agency/firm under the contract (in INR in Crore):

Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff – months provided by associated Agencies:
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Director/Coordinator, Team Leader):
Name of Associated Agencies, If any:	
Narrative Description of Project: (Highlight project cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Agency/Firm's Name:

Authorized Signature:

Note:

Client certificates shall be provided for each project. In case Client certificates are not available for some projects before the Bid Due Date and the Bidder is subsequently selected as the preferred bidder, the Bidder shall be required to submit the Client certificate for the specific projects for which Client certificate was not submitted. In the event of the Bidder not providing these Client certificates within 15 days of award, cancel the award to the Bidder and appropriate the EMD submitted by the Bidder as damages.

For the purpose of evaluation of Bidders, the conversion rate of USD to INR shall be considered at the applicable currency conversion rate published by the Reserve Bank of India (RBI) 60 days before the Bid Due Date. In case of any other currency the same shall first be converted to USD as on the date 60 (Sixty) days prior to the Bid Due Date and the amount so derived in USD shall be converted in to INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the IMF for the relevant date.

Please limit the description of the project in two A4 size sheets of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

Annexure 4 - Technical Bid (PartB)

Team Composition and Task Assignment/Jobs

Proposed Key Personnel & Support Staff

Sr. No.	Name of Staff	Area of Expertise	Position / Task assigned for this job

Curriculum Vitae of the Proposed Key Personnel

Proposed Position	
Name of Firm	<i>Insert name of firm proposing</i>
Name of Expert	
Date of Birth	
Nationality	
Education	<i>Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained</i>
Membership in Professional Associations	
Training & Publications	<i>[Indicate significant training since education degrees (under 5) were obtained]</i>
Countries of Work Experience	<i>List countries where staff has worked in the last ten years</i>
Languages	<i>Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.</i>
Employment Record	From: Date to Date Employer: <i>[Starting with present position, list in reverse order every employment held. For experience in last years, also give types of activities performed and client references,</i>

<i>where appropriate.]</i>	Position Held:
Detailed Tasks Assigned	
Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned	<p><i>[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed above.]</i></p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Main project features: [size in INR, type, and services provided]</p> <p>Positions held:</p> <p>Activities performed:</p>

Certification

(Signature with date)

I, the undersigned, certify to the best of my knowledge and belief that this CV correctly describes my qualifications and my experience. I understand that any willful misstatement described herein may lead to disqualification or dismissal, and/or any other disciplinary action being taken by the Authority.

Annexure 4 - Technical Bid (PartC)

Description Of Approach, Methodology and Work Plan for Performing the Assignment/Job

(Not more than six pages)

Technical approach, methodology and work plan are key components of the Technical Bid.

Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. The Agency shall propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the scope of work defined in Annexure 1 & Key Terms & Conditions of RFP in Hindi defined in Annexure 7.

c) Organization and Staffing. The Agency shall propose and justify the structure and composition of its team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.

You are suggested to present your Technical Bid divided into the following:

- Firm's capabilities demonstrated in successful completion of various similar nature of projects.
- Approach & Methodology
- Team proposed.

Annexure 5–Financial Proposal

Financial Proposal Covering Letter

[Location, Date]

To,

The Director,

Regional Centre for Urban & Environmental Studies Ministry of Housing & Urban Affairs, Government of India Adjacent Registrar’s Office, University of Lucknow Campus Lucknow-226007 (Uttar Pradesh)

Sub: “Selection of Agency for Operation, Maintenance and Management of Services of Golf Cart, Cycling & Boating Facilities in Janeshwar Mishra Park, Lucknow on Lease”

Sir,

I the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and my Proposal (Financial Proposals).

My Financial Proposal is given below.

Annual License Fee	Rs. _____/- (Rupees in figures) Rupees _____only (Rupees in words)
--------------------	---

Note: -

**The financial proposal shall be submitted online only at E-Tender website WWW.EPROCURE.GOV.IN in prescribed excel format which has been uploaded on portal.*

**The Fee payable to LDA by the Agency are exclusive of GST as applicable from time to time.*

**GST shall be mentioned separately.*

My financial Proposal shall be binding upon me subject to the modifications resulting from lease negotiations, if any.

No fees, gratuities, rebates, gifts, commissions, or other payments have been given or received in connection with this Proposal.

I undertake that, in competing for (and, if the award is made to me, in executing) the above lease, I will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I understand you are not bound to accept any Proposal you receive.

Yours faithfully,

(Signature and name of the Applicant)

Address

MobileNo:

E-mailID:

Annexure 6–Manpower / Equipment / Materials/ Consumables to be used

1. List of Manpower

Sl. No.	Description	Quantity

2. List of Equipment

Sr. No.	Item of equipment	Requirement	Availability Proposals				Remarks (From whom to be purchased)
			No.	Capacity	Owned/leased/to be procured	Nos./ capacity	
	(1)	(2)	(3)	(4)	(5)	(6)	(7)

3. List of Materials / Consumables to be used

Sr.	Name of consumable proposed (With details and make)		Consumable to be used		
	Consumable	Make / Brand	Per day	Per week	Per month

Note:

1. All the Manpower / Equipment / Materials/ Consumables needs to be reported here in above formats.
2. The Agency shall procure Diesel / CNG / LPG / Lubricants / Oils to be used in / for any kind of machinery installed and maintain record like bills / consumption details etc. Cost of these will be borne by the Agency.
3. The equipment and tools to be deployed or used shall be provided by Agency.
4. The Agency shall procure all O&Mrelated consumables like spares, fasteners / fixtures required (if any), and other consumables etc. and the cost of the same shall be borne by the Agency.

Annexure 7–Key Terms & Conditions of RFP in Hindi

लखनऊ विकास प्राधिकरण द्वारा विकसित गोमती नगर विस्तार भाग-1ए स्थित जनेश्वर मिश्र पार्क में गोल्फ कार्ट संचालन,साइकिलिंग संचालन एवं बोट संचालन कार्य हेतु पाँच वर्ष की अवधि के लिए इच्छुक सक्षम एवं अनुभवी एजेन्सी/संस्थाओं/फर्मों से ई-निविदा के माध्यम से प्रस्ताव के लिए अनुरोध(Request For Proposal) प्रस्ताव हेतु नियम व शर्तें निम्नवत् हैं :-

1. गोल्फ कार्ट संचालन,साइकिलिंग संचालन एवं बोट संचालन के अनुज्ञप्ति की अवधि 3 वर्ष होगी।
2. निविदा प्रपत्र का मूल्य एवं धरोहर राशि HDFC Bank की वेबसाइट <https://lda.procure247.com> माध्यम से आनलाइन जमा करनी होगी। उक्त वेबसाइट के माध्यम से निविदा प्रपत्र का मूल्य धनांक ₹0 2,000 (दो हजार मात्र) +जी0एस0टी0 अतिरिक्त 'Tender Fee' मद में एवं धनांक ₹0 3,30,000 (तीन लाख तीस हजार मात्र) धरोहर राशि 'EMD' मद में जमा करनी होगी। बिना निविदा प्रपत्र का मूल्य व जमानत धनराशि के प्रस्ताव स्वीकार नहीं किया जाएगा।
3. प्रस्तावक को आयकर पैन नम्बर, जी.एस.टी. रजिस्ट्रेशन प्रमाण पत्र, निवास प्रमाण पत्र व फोटो पहचान पत्र की प्रति जमा करानी होगी।
4. इस अनुज्ञप्ति पर जनेश्वर मिश्र पार्क में गोल्फ कार्ट संचालन,साइकिलिंग संचालन एवं बोट संचालन का वार्षिक अनुज्ञप्ति अंशदान प्रत्येक वर्ष अनुज्ञप्ति वर्ष आरम्भ होने से पूर्व जमा करना होगा। यह विलेख दिनांक से दिनांकतक तीन वर्ष की अवधि हेतु अनुमन्य होगा, अनुज्ञप्ति विलेख शुल्क वर्ष आरम्भ होने से पूर्व अदा न करने पर 15 प्रतिशत वार्षिक की दर पैनल ब्याज देय होगा तथा नियमानुसार अनुज्ञप्ति विलेख पर पुनर्विचार किया जायेगा।
5. अनुज्ञप्ति पर दी गयी सम्पत्ति (गोल्फ कार्ट रूट, साइकिल स्थलएवंबोट स्थल) का कब्जा अनुज्ञप्ति विलेख के निष्पादन के बाद प्रदान किया जायेगा। अनुज्ञप्ति पर दी गयी सम्पत्ति (गोल्फ कार्ट रूट, साइकिल स्थलएवंबोट स्थल) का पूर्ण स्वामित्व प्राधिकरण का होगा और अनुज्ञप्ति ग्रहिता को निर्माण करने का कोई अधिकार प्राप्त नहीं होगा। (यदि स्थल पर कोई परिवर्तन किये जाने का प्राधिकरण स्तर पर निर्णय लिया जाता है तो अनुज्ञप्ति ग्रहिता को उक्त निर्णय मान्य होगा।)
6. अनुज्ञप्ति अवधि समाप्त होने पर उपाध्यक्ष, लखनऊ विकास प्राधिकरण की अनुमति से ही अनुज्ञप्ति विलेख का नवीनीकरण हो सकेगा। अनुज्ञप्ति अवधि समाप्त होने से पूर्व ही लिखित अनुरोध पर उपाध्यक्ष द्वारा विचारोपरान्त अनुज्ञप्ति नवीनीकरण के विषय में निर्णय लिया जायेगा। अनुज्ञप्ति नवीनीकरण की अनुमति न प्रदान किये जाने पर अनुज्ञप्ति ग्रहिता को स्थल का कब्जा प्राधिकरण को वापिस सौंपना होगा।
7. अनुज्ञप्ति पर दी गई सम्पत्ति का पूर्ण दायित्व अनुज्ञप्तिग्रहिता को होगा और अनुज्ञप्ति ग्रहिता अपने खर्च पर आवश्यक व्यवस्था स्वयं करेगा।
8. अनुज्ञप्ति पर दिये गये स्थल को अतिक्रमण मुक्त रखने की समस्त जिम्मेदारी अनुज्ञप्ति ग्रहिता की होगी व अनुज्ञप्ति पर दी गयी सम्पत्ति के आकार में किसी भी प्रकार का परिवर्तन नहीं करेगा और स्थल पर ऐसी गतिविधि संचालित नहीं करेगा जिससे अनुज्ञप्ति ग्रहिता के स्वामी होना प्रदर्शित होता हो।
9. अनुज्ञप्तिकर्ता को अनुज्ञप्ति पर दी गयी सम्पत्ति के निरीक्षण करने का अधिकार होगा तथा अनुज्ञप्तिकर्ता द्वारा दिये गये सुझाव अनुज्ञप्ति ग्रहिता को मान्य होंगे।
10. अनुज्ञप्ति पर दी गयी सम्पत्ति एवं उसके अनुरक्षण पर उत्तर प्रदेश सरकार/स्थानीय प्रशासन द्वारा निर्धारित किसी भी प्रकार के शुल्क, कर या अन्य देयता के अदा करने का दायित्व अनुज्ञप्ति ग्रहिता का होगा, अनुज्ञप्तिकर्ता उसके लिए उत्तरदायी नहीं होगा।
11. जनेश्वर मिश्र पार्क परिसर में हथियार सहित प्रवेश वर्जित है।
12. प्रस्ताव स्वीकृति के उपरान्त उच्चतम प्रस्ताव के आधार पर तय धनराशि वार्षिक किस्तों में अग्रिम रूप में जमा करानी होगी।
13. उच्चतम प्रस्तावक को 25 प्रतिशत धनराशि तत्समय जमा करनी होगी। प्रथम उच्चतम प्रस्तावक द्वारा 25 प्रतिशत धनराशि जमा न करने पर उसकी जमानत की धनराशि जब्त करते हुए द्वितीय उच्चतम प्रस्तावक की बोली की 25 प्रतिशत धनराशि जमा कराने के लिए निर्देशित किया जायेगा, यदि द्वितीय उच्चतम प्रस्तावक द्वारा भी 25 प्रतिशत धनराशि जमा नहीं की जाती है तो उसकी भी जमानत जब्त करते हुए संचालन हेतु पुनः नई एजेन्सी का चयन किया जायेगा।
14. जी.एस.टी. प्राविधानों के अनुसार गोल्फ कार्ट संचालन,साइकिलिंग संचालन एवं बोट संचालन हेतु प्राप्त उच्चतम प्रस्ताव की धनराशि पर निर्धारित जी0एस0टी0 के रूप में अतिरिक्त जमा करनी होगी। जी0एस0टी0 की देय धनराशिगोल्फ कार्ट संचालन,साइकिलिंग संचालन एवं बोट संचालन स्वीकृति के पश्चात प्राधिकरण कोष में जमा करानी होगी।

15. विशेष परिस्थितियों में स्थान परिवर्तन करने का अधिकार उपाध्यक्ष, लखनऊ विकास प्राधिकरण को होगा।
16. अनुज्ञप्ति के सम्बन्ध में कोई भी विवाद उत्पन्न होने पर उपाध्यक्ष, लखनऊ विकास प्राधिकरण द्वारा लिया गया निर्णय ही अन्तिम एवं दोनों पक्षों को मान्य होगा।
17. किसी भी विवाद की स्थिति में न्याय क्षेत्र जिला लखनऊ होगा।
18. यदि गोल्फ कार्ट संचालन, साइकिलिंग संचालन एवं बोट संचालन समाप्त की जाती है तो संचालनकर्ता को शेष अवधि के लिए अनुपातिक धनराशि वापस कर दी जायेगी।
19. प्रस्ताव की स्वीकृति के पश्चात संचालनकर्ता को अपने खर्चे पर प्राविधानों के अनुसार व प्रदत्त निर्धारित लागू शासनादेशों के अधीन सब रजिस्ट्रार लखनऊ द्वारा निर्धारित दरो के अनुसार वांछित स्टाम्प पेपरो पर एक सप्ताह के अन्दर अनुबन्ध कराना होगा।
20. एजेन्सी अपने अधिकार को किसी भी दशा में किसी अन्य व्यक्ति/एजेन्सी को हस्तान्तरित नहीं करेगी, ऐसा करने की दशा में अनुज्ञप्ति को निरस्त कर दिया जायेगा तथा जमा धनराशि जब्त कर ली जायेगी।
21. संचालनकर्ता अथवा उसके कर्मचारीगण किसी भी भ्रमणकारी के साथ दुर्व्यवहार नहीं करेंगे, इस तरह की कोई शिकायत प्राप्त होने पर नियमानुसार कार्यवाही की जाएगी।
22. संचालनकर्ता को नियत दरो को अंकित करते हुए कूपनों/टोकनों की व्यवस्था स्वयं करनी होगी। तदनुसार ही संचालनकर्ता धनराशि वसूल कर सकेगा। यदि संचालनकर्ता द्वारा इस शर्त का उल्लंघन किया गया तो अनुज्ञप्ति को निरस्त कर दिया जायेगा तथा जमानत की धनराशि जब्त कर ली जायेगी और कोई भी आनुपातिक धनराशि आदि वापस नहीं की जायेगी। संचालनकर्ता गोल्फ कार्ट से पार्क का भ्रमण करने हेतु रू0 50.00 प्रति व्यक्ति (न्यूनतम 06 व्यक्ति हेतु) एवं पूरे गोल्फ कार्ट को बुक करने पर रू0 300.00 प्रति 1 घण्टा तथा प्रत्येक अतिरिक्त 15 मिनट की देरी हेतु रू0 100.00 की दर जी.एस.टी. सहित धनराशि वसूल कर सकेगा तथा दरों को अंकित करते हुए कूपनों/टोकनों की व्यवस्था करनी होगी। संचालनकर्ता सामान्य साइकिल हेतु प्रथम 03 घण्टे तक रू0 10 प्रति घण्टा/व्यक्ति, तदोपरान्त रू0 20 प्रति घण्टा/व्यक्ति की दर से साइकिलिंग शुल्क के रूप में तथा गियर साइकिल हेतु प्रथम 03 घण्टे तक रू0 25 प्रति घण्टा/व्यक्ति, तदोपरान्त रू0 50 प्रति घण्टा/व्यक्ति की दर से साइकिलिंग शुल्क के रूप में वसूल कर सकेगा। दरें रू0 50.00 प्रतिव्यक्ति पैडल बोट हेतु, रू0 100.00 (सोलर बोट, गण्डोला/बैट्री बोट, मोटर बोट इत्यादि) प्रति व्यक्ति हेतु, प्रति 30 मिनट समय के लिए निर्धारित होगी, जिसमें प्राधिकरण के अनुमति प्राप्त कर प्रति 02 वर्ष पर अधिकतम 10 प्रतिशत की दर से वृद्धि की जा सकेगी।
23. स्थल पर यदि कोई भी विद्युत व्यय का उपयोग किया जायेगा जैसे पार्क में गोल्फ कार्ट के चार्जिंग के लिए विद्युत एवं चार्जिंग प्वाइन्ट को लगाने में तो उसका व्यय स्वयं अनुज्ञप्तिकर्तावहन करते हुए प्राधिकरण को देय होगा।
24. संचालनकर्ता यह सुनिश्चित करेगा कि गोल्फ कार्ट निर्धारित स्थल, तथा साइकिल निर्धारित स्थल पर ही इस प्रकार खड़े हो कि भ्रमण करने वाले व्यक्तियों को कोई समस्या न हो तथा निर्धारित रूट (पताका-क) पर ही गोल्फ कार्ट संचालन की व्यवस्था सुनिश्चित करायेगी।
25. अनुज्ञप्ति ग्रहिता स्थल पर किसी प्रकार का खोखा/टेला अथवा हॉर्कर्स की स्थापना नहीं करेगा। विशेष परिस्थिति में नियम शर्तों के अनुरूप प्राधिकरण द्वारा अनुमति दी जायेगी।
26. प्राधिकरण द्वारा निर्मित/स्थापित गेट/पोस्ट में यदि कोई टूट-फूट या कोई क्षति होती है तो उसकी क्षतिपूर्ति एजेन्सी को करनी होगी।
27. लखनऊ विकास प्राधिकरण, लखनऊ के विभागीय/स्टाफ के लिए गोल्फ कार्ट संचालन, साइकिल संचालन तथा बोट संचालन की व्यवस्था में 50 प्रतिशत की छूट का प्राविधान करना होगा।
28. प्राधिकरण कर्मचारी, जिला प्रशासन, नगर निगम, प्रेस, विकलांग भ्रमणार्थियों को अपना आई.डी. कार्ड दिखाने पर 50 प्रतिशत छूट प्रदान की जायेगी।
29. लखनऊ विकास प्राधिकरण के वरिष्ठ अधिकारियों के निर्देशों के क्रम में निरीक्षण/विशिष्ट अतिथिगण हेतु आवश्यकतानुसार तुरन्त गोल्फ कार्ट विशिष्ट सुविधाओं के साथ निःशुल्क उपलब्ध कराना होगा।
30. माननीय सर्वोच्च न्यायालय, उच्च न्यायालय एवं स्थानीय न्यायालय द्वारा समय-समय पर दिये गये आदेशों का अनुपालन करना होगा।
31. निर्धारित दरो से अधिक शुल्क वसूले जाने की दशा में बिना किसी अन्य सूचना के अनुज्ञप्ति निरस्त कर दिया जायेगा।
32. दरो के सम्बन्ध में स्थल पर सूचना पट प्रत्येक प्रवेश द्वार तथा निकास द्वार पर लगवाना होगा तथा मौके पर शिकायत एवं सुझाव पुस्तिका रखनी होगी व उसकी उपलब्धता की सूचना के सम्बन्ध में सूचना पट पर अंकित करना होगा।
33. गोल्फ कार्ट संचालन, साइकिल संचालन तथा बोट संचालन पर कार्यरत कर्मचारियों को निर्धारित ड्रेस में (ड्रेस प्राधिकरण द्वारा निर्धारित की जायेगी) नेमप्लेट सहित ड्यूटी पर उपस्थित रहना होगा। कर्मचारियों की एक सूची नाम व पते सहित मौके पर रखनी होगी तथा उसकी

एक प्रति कार्यालय को भी उपलब्ध करानी होगी।

34. स्थल पर उपलब्ध एवं विकसित सुविधाओं जैसे बैरियर, उद्घोषणा हेतु माईक, टिकट केबिन, सूचना पट आदि के रख-रखाव का दायित्व कार्यरत एजेन्सी का होगा एवं उसमें होने वाली किसी क्षति की पूर्ति एजेन्सी को स्वयं करनी होगी।
35. गोल्फ कार्ट संचालन, साइकिल संचालन तथा बोट संचालन की व्यवस्थामें लगाये गये सभी कर्मों 18 वर्ष से अधिक तथा 45 वर्ष से कम आयु के निरोगी/स्वस्थ हो तथा न्यूनतम मजदूरी अधिनियम (Labour Act), ई0एस0आई0, पी0एफ0 आदि का उत्तरदायित्व संचालनकर्ता का होगा।
36. गोल्फ कार्ट संचालन, साइकिल संचालन तथा बोट संचालन की व्यवस्थामें लगाये गये कर्मों पूर्व में कभी भी किसी भी प्रकार की अपराधिक गतिविधियों में संलिप्त नहीं होने चाहिए, तथा संचालक एजेन्सी द्वारा कर्मियों के चरित्र प्रमाण पत्र का शपथ पत्र प्राधिकरण में जमा कराने होंगे।
37. झील के जल भराव हेतु पानी के श्रोत की व्यवस्था प्राधिकरण द्वारा की गयी है तथा झील की साफ-सफाई व जल भराव की व्यवस्था भी प्राधिकरण द्वारा की जाएगी।
38. गोल्फ कार्ट, साइकिल व बोट तथा गोल्फ कार्ट, साइकिल व बोट उपयोग करने वाले व्यक्तियों का नियमानुसार बीमा अनुज्ञप्तिग्रहिता को अपने व्यय पर कराना होगा, तथा किसी भी प्रकार की क्षतिपूर्ति का दायित्व संचालन एजेन्सी का होगा। अनुज्ञप्तिग्रहिता को अपने व्यय पर प्राथमिक चिकित्सा सुविधा (First aid box) प्रदान करनी होगी।
39. पार्क में गोल्फ कार्ट का संचालन ग्रीष्म ऋतु में प्रातः 7.30 से सायं 8.00 बजे तथा शरद ऋतु में प्रातः 8.00 बजे से सायं 7.00 बजे तक ही संचालित की जाएगी। बोटिंग संचालन का समय ग्रीष्मकाल में प्रातः 7:00 बजे से रात्रि 9:00 बजे एवं शीतकाल में प्रातः 8:00 बजे से रात्रि 8:00 बजे तक रहेगा तथा सुरक्षा जैकेट तथा गोताखोर की व्यवस्था अवश्य एवं स्वयं के खर्चे पर करनी होगी।
40. गोल्फ कार्ट संचालन, साइकिल संचालन तथा बोट संचालन एजेन्सी को जनेश्वर मिश्र पार्क के नियम एवं विनियमों के अनुरूप कार्य करना होगा।
41. बोट में यात्रा कर रहे यात्रियों की सुरक्षा हेतु एक बोट नियमित रूप से पेट्रोलिंग करती रहेगी, जिस पर अनुभवी नाविक समस्त उपयोगी उपकरणों के साथ उपस्थिति रहेंगे।
42. उपरोक्त शर्तों में से किसी भी एक शर्त का उल्लंघन होने की दशा में जमा धनराशि को जब्त करते हुये अनुज्ञप्ति निरस्त कर दिया जायेगा तथा गोल्फ कार्ट संचालन, साइकिल संचालन तथा बोट संचालन हेतु पुनः नई एजेन्सी के चयन की प्रक्रिया पूर्ण की जायेगी। ऐसी दशा में ठेकेदार को कोई क्षतिपूर्ति व मुआवजा देय नहीं होगा।
43. उपरोक्त शर्तों में मुख्यता: यह है कि ठेकेदार अपनी गोल्फ कार्ट, साइकिल व बोट झील में लगायेगा तथा प्राधिकरण द्वारा निर्धारित शुल्क की वसूली करेगा, मरम्मत करेगा एवं निविदा में उच्चतम ऑफर के अनुसार प्राधिकरण को भुगतान करेगा।
44. प्रस्ताव का तीनों कार्यों के लिए कुल न्यूनतम आरक्षित मूल्य रू0 25.0 लाख + जी.एस.टी. वार्षिक होगी।