



AGRA DEVELOPMENT AUTHORITY

Tender cum Forward Auction

Request for Proposal

for

Appointment of Agency for Planning, Commissioning,
Operation & Maintenance of Adventure Sports, and Indoor
Kid's Play Area at Agra Chaupati, Agra.

June 2024



Issued by:

Agra Development Authority
Ratan Muni Road, Jaipur House, Jaipur House Colony,
Agra, Uttar Pradesh, 282010

Disclaimer

This Request for Proposal (RFP) document for Request for Proposal for the Appointment of Agency for Planning, Commissioning, Operation & Maintenance of Adventure Sports and Indoor Kid's Play Area at Agra Chaupati, Agra. (hereinafter referred to as the "Project") contains brief information about the scope of work and qualification process for the selection of Bidder/Consultant. The purpose of the RFP Document is to provide the Bidders/Consultants (hereinafter referred to as "Bidder/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

This RFP is not an agreement and is neither an offer by the Authority to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal. Agra Development Authority (hereinafter referred to as "Client" or the "Authority") or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. The Authority reserves the right to change any or all conditions/information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

The Authority reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Authority will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

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

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1 Data Sheet

1	Name of the Bid	Request for Proposal for the Appointment of Agency for Planning, Commissioning, Operation & Maintenance of Adventure Sports and Indoor Kid's Play Area at Agra Chaupati, Agra.
2	Time-period of contract	8 years (<i>extendable by another 2 years, based on the performance of the agency and requirements</i>)
3	Method of selection	License Fee: Highest Cost Basis (H1) between Qualified / Eligible Agencies and Forward Auction
4	Ernest Money Deposit	Refundable amount of INR 1,00,000/- incl. tax/GST etc.
5	Tender Processing Fee	Non-refundable fee of INR 5,000 + GST 18%
6	Payment Details	https://induscollect.indusind.com/pay/
7	Security Deposit	3 Months Advance license fees (<i>Bank Guarantee or FDR or Bank Transfer (RTGS etc.)</i>)
8	Name of the Authority's official for addressing queries and clarifications	Executive Engineer (E & M), ADA Contact: +91- 9149271695, +91- 8007639099 E-mail: eeemadaagra@gmail.com Website: http://adaagra.org.in/
9	Proposal Validity Period	180 days from Proposal Due Date
10	Consortium/JV	Allowed All members must give a written undertaking as consortium up to 03 member(s)/partner(s)
11	Minimum License fee	2,25,000 Lakhs (INR) + GST (<i>Two Lakhs and Twenty-Five thousand only</i>)
11	Schedule of Bidding Process	
	Task	Key Dates
	Bid Start Date	25 th June 2024
	Proposal Due Date (PDD)/	19 th July 2024 3:00 PM
	Bid End Date	
	Last date for receiving queries	02 nd July 2024 till 5:00 PM
	Pre-Bid Meeting	Pre-Bid meeting for the Appointment of Agency for Planning, Commissioning, Operation & Maintenance of Adventure Sports and Indoor Kid's Play Area at Agra Chaupati, Agra Tuesday, July 2 · 4:00 – 4:30pm Google Meet joining info- Video call link: https://meet.google.com/gsp-ynwo-qkc
Opening of Technical Bid	19 th July 2024, 5:00 PM	

2 Instructions to Bidders

2.1 General instructions

2.1.1 Number of Proposals and respondents

1. No Bidder shall submit more than one (1) Proposal, in response to this RFP.
2. The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.
3. A Bidder applying individually shall not be entitled to submit another Proposal.
4. A Bidder shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.

2.1.2 Proposal preparation cost

1. The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
2. Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
3. All papers submitted with the Proposal are neither returnable nor claimable.

2.1.3 Right to accept and reject any or all the Proposals

1. Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
2. Authority reserves the right to reject any Proposal if:
 - i. At any time, a material misrepresentation is made or discovered, or
 - ii. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
 - iii. The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

2.1.4 Clarifications

1. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.
2. Bidders requiring any clarification on the RFP may send their queries to the Client by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification:

"Queries/Request for Additional Information concerning RFP to undertake:

Request for Proposal for the Appointment of Agency for Planning, Commissioning, Operation & Maintenance of Adventure Sports and Indoor Kid's Play Area at Agra Chaupati, Agra."

3. The Client shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The Client will post the reply to all such queries on the Official Website.
4. The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.1.4 shall be construed as obliging the Client to respond to any question or to provide any clarification.

2.1.5 Amendment of the RFP

1. At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> and Authority web site at [Welcome to Agra Development Authority \(adaagra.org.in\)](http://adaagra.org.in) through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.
2. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD Data identification and collection.
3. It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
4. It would be deemed that by submitting the Proposal, the Bidder has:
 - i. Made a complete and careful examination and accepted the RFP in totality;
 - ii. Received all relevant information requested from Authority and;
 - iii. Made a complete and careful examination of the various aspects of the indicative Scope of Work.
5. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

2.2 Preparation, submission, opening & acceptance of Proposals/e-bids

2.2.1 Language and currency

1. The Proposal and all related correspondence and documents should be written in the English/Hindi language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English/Hindi language. Supporting materials, which are not translated into English/Hindi, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English/Hindi language translation shall prevail.
2. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

2.2.2 Proposal validity period and extension

1. Proposals shall remain valid for a period of as mentioned in the data sheet from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

2.2.3 Format and signing of Proposals

1. The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
2. Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
3. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

2.2.4 Submission of e-bid/Proposal

1. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.
2. The Bidders have to follow the following instructions for submission:
 - i. For participating through the e-tendering system, it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
 - ii. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out

his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.

- iii. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
- iv. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
- v. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- vi. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.
- vii. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSCs of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- viii. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- ix. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

2.2.5 Deadline for submission

1. E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic.in> no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

2.2.6 Late submission

1. The server time indicated in the bid management window on the e- procurement website <http://etender.up.nic.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

2.2.7 Withdrawal and resubmission of Proposal

1. At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.
2. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.
3. The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu.

The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.
4. The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

2.2.8 Verification and Disqualification

1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
 - a. at any time, a material misrepresentation is made or uncovered, or
 - b. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:
 - a. invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or
 - b. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.2.9 Selection of the Bidder

1. From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

2.2.10 Proposal opening

1. After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Section 4 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.
2. Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
3. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

2.2.11 Confidentiality

1. Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidder/s shall not be disclosed to any person not officially concerned with the process.

2. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

2.2.12 Tests of responsiveness

1. Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
 - i. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
 - ii. It contains all information as desired in this RFP.
 - iii. Information is provided as per the formats specified in the RFP.
 - iv. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.
 - v. Power of Attorney for Lead Member of Consortium, if applicable
2. Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

2.2.13 Clarifications sought by Authority

1. To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

2.2.14 Proposal evaluation

1. Submissions from Bidders would first be checked for responsiveness as set out in Clause 2.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Eligibility Criteria set out in Clause 4.1 of this RFP.
2. The Proposal containing the Technical Details in Clause 4.3 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

2.2.15 Earnest Money Deposit

1. The Bid document should be accompanied with an Earnest Money Deposit (EMD) as mentioned in the data sheet of this document.
2. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
3. For unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
4. For successful Bidder's e-Bid EMD will be returned after submission of Security Deposit and signing of the contract.
5. The EMD may be forfeited:

a) If Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e-bid form: or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.

b) In case of a successful Bidder if the Bidder fails to sign the contract with the Authority.

2.2.16 Award Criteria

1. The final Letter of Award (LoA) will be given to the selected Bidder as the successful bidder as Eligibility & Evaluation Criteria of Bids laid in Section 4 of this bid document.
2. The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

2.2.17 Notification of Award

1. Prior to the expiration of the period of e-Bid validity, the Authority will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
2. The notification of award will constitute the formation of the contract.

2.2.18 Performance Security / Security Deposit

1. Prior to award of contract, to fulfil the requirement of Security Deposited during the implementation period, the successful Bidder will deposit Security Deposit amount equivalent to three month quoted license fee in the form of FDR or Bank Guarantee drawn on any Scheduled or Nationalized Bank in favour of ADA valid for six months after completion of the Project.
2. Before the contract is awarded to the Licensee, an agreement (to be given later) will have to be signed by the Licensee at his cost on proper stamp paper.

3 Terms of reference

3.1 Background

Agra Development Authority was constituted on dated 11.09.1974 under section-3 of U.P. urban planning and development Act 1973. At the time of declaration, it included 144 revenue villages. In 1985 Govt. of U.P. extended development area of Agra development authority by adding 19 revenue villages. Again in 1998 in development area of Agra development authority was increased including Fatehpur Sikri and 5 revenue villages into it. Master plan of Fatehpur Sikri – 2021 was prepared for 75000 population and urbanized area of 1056.55 hect.

A city is known through its public spaces and a city, which encourages use of public spaces by vulnerable age groups such as women, children, and elderly throughout the day, can be deemed as a sociable inclusive and equitable. Agra Chaupati is a food court developed recently by Agra Development Authority (ADA) in Taj Nagari Phase II, Agra having 30+ food shops, a semi-covered courtyard with sitting capacity of 300, a multipurpose hall with additional facilities for family gathering. Lush green landscape and leisure spaces are designed around the Chaupati. Located at around 3.00 Km from Taj Mahal and moments away from the upcoming metro line, the Agra Chaupati has received overwhelming response since its inauguration, highlighting a need of good quality urban spaces in the city.

To transform the premise in a more family friendly space and engage the current visitors to encourage them to spend more time and create new city level attractions for the citizens of Agra, ADA is exploring to create an entertainment / adventure zone for the Kid's aged 5-15 years, in the unutilised land of around area 1.3 Acres (approximately) adjacent to Agra Chaupati, owned by ADA. The land has few small and medium size trees which may have to considered while planning of activities, a 6 feet height boundary wall and internal as well as external access (vehicular & pedestrian)

ADA intends to hire a Planning, Commissioning, Operationalising and Maintenance agency to develop and operate a Kid's Play Area comprising of Outdoor Adventure Games and Indoor games at the specified site at Agra Chaupati, Agra. The site will be licenses to the Agency for developing infrastructure, operating, and maintaining the premises for a period of 8 years. This time period is extendable by another 2 years based on the performance of the selected agency and requirements of ADA.



Aerial Image of the developed Agra Chaupati, Agra

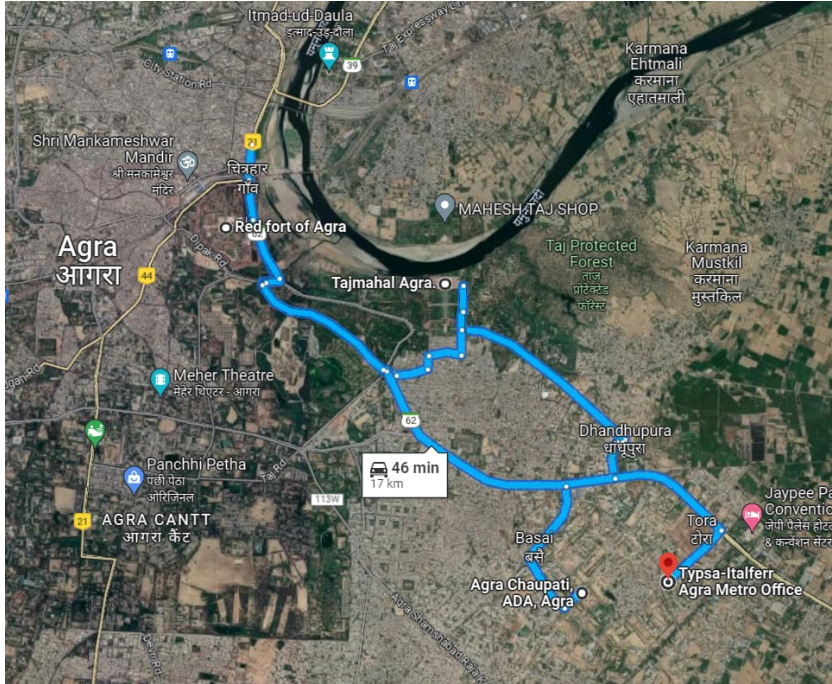
3.2 Site Details

3.2.1 Site Location

Site Coordinates:

Latitude: 27.148809918538966

Longitude: 78.05533163447824

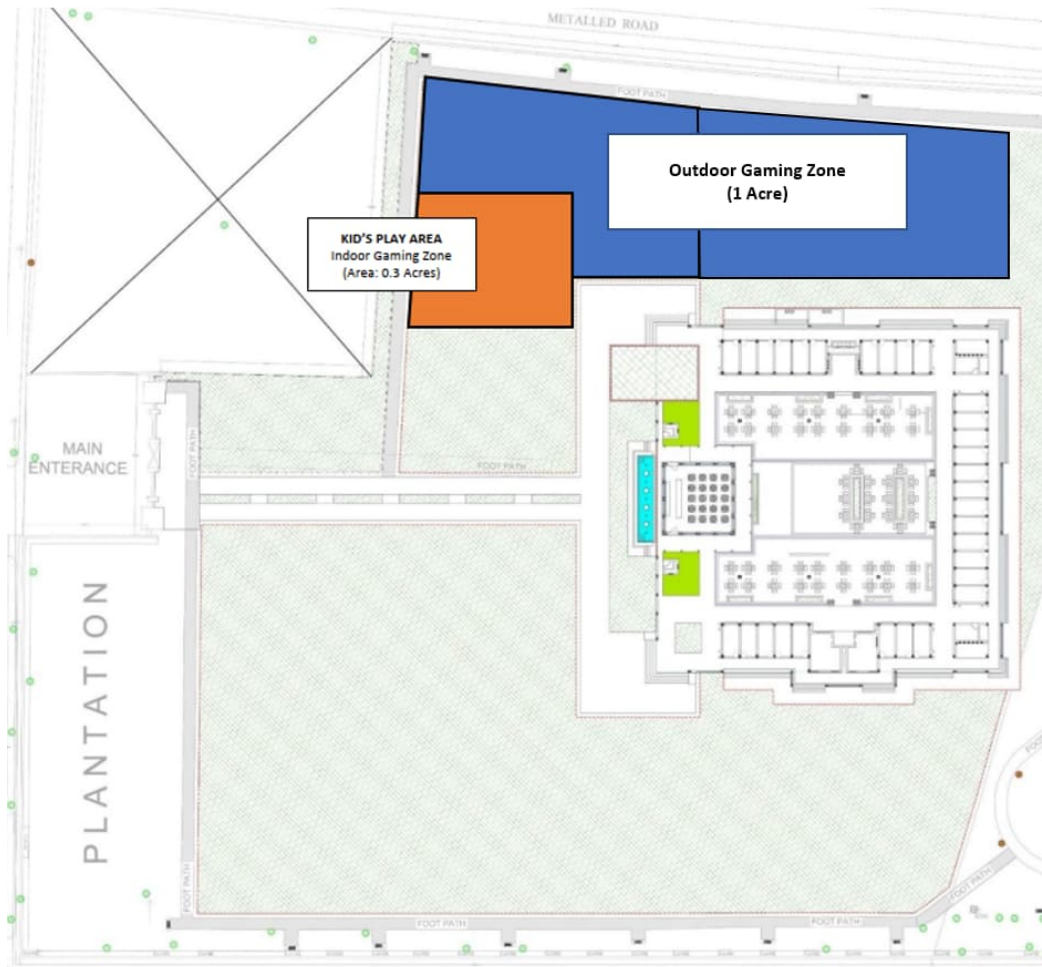


Geographical Image Showing locations of key destinations around Agra Chaupati, Agra



Site context

3.2.2 Site Plan (Total Area: 1.3 Acre)



Site Plan of Agra Chaupati and the tentative Location of the Kid's Play Area with the outdoor and indoor games.

3.2.3 Site Photos



3.3 Scope of services

ADA intends to appoint an agency to planning, commissioning, operation & maintenance of Adventure Sports and Indoor Kid's Play Area at Agra Chaupati, Agra to be developed in the outside area (Area: 1.3 Acre) as marked in the plan above, install hardware & software of the equipment and operate and maintain the equipment for the 8 years 09 months. The scope of services, but not limited, to be taken up by the licensee are bifurcated into the following:

A. Research and Conceptualisation

1. Prepare plan- the type and number of the games for both the indoor (at least 10) and outdoor areas (at least 7), food kiosks (Maximum 4 no.), indoor kid's indoor space, security cabins etc.
2. Prepare the accessibility, movement and placement of the games and other features.
3. Plan the security of the kid's play area. (CCTV placement and recording area)
4. Prepare and submit the detailed project report of executing the work.

B. Civil work, Software and Hardware support

1. All construction and installation not limited to the sheds, kiosks, adventure and other equipment will be done only after approval from ADA.
2. Installation of food kiosks - dry foods (maximum 4 no. - not more than 8 ft X 8 ft size)
3. The new development should be done with consideration of the existing developed structure of Agra Chaupati.
4. The design should complement the existing structure and should not harm the surrounding natural beauty of Zonal Park and Agra Chaupati.
5. The development of structures should be done using sustainable materials.
6. The development of any foundations required for any outdoor or indoor games.
7. The development of the boundary wall, walkways, electrical panels, plumbing units, etc.
8. Installation of the hardware of the games including all associated works.
9. Development of the software to enable the software-based installations.
10. Considerations for daily running of the games – bringing innovation in the content, maintenance of hardware and safety and security of equipment.

C. Commissioning, Operation and Maintenance

1. Supply, installation, and commissioning of all the equipment and installation as per the approved plan.
2. Operation, smooth running, and maintenance of all the installations on the premise.
3. Resolution of all issues within the approved timelines.
4. Ensure safety and security of all the participants, staff and other stakeholders at all times.
5. Ensure proper guidance, support and mentoring to all the participants for all the adventure sports activities and ensure provision of necessary safety gears for all participants of all age groups.
6. Regular Cleanliness and upkeep of all spaces.
7. The operation and maintenance of the installed food kiosks.
8. The preparation of the modification required in the type of games with time.
9. The advertisement of the kid's play area in the form of news articles, pamphlets, brochures, etc.
10. The licensee will ensure physical / offline / online / mobile phone ticket booking.
11. The licensee should upgrade, change the rides / indoor games in period intervals, as per the market conditions and requirements with the approval of ADA.

D. Finances

1. The development of all planned activities should be completed in first 6 months since the award of work order.
2. The payment of license fee for the first 9 months will be waived off and it shall begin 9 months from award of work.
3. The Agency shall finance the project and recover his investment through user charges / ticketing for the rides at the kid's play area for a period of 8 years.
4. The Authority will charge the entry ticket to the complex of the Agra Chaupati at the main entrance.
5. This entry ticket will be for the complex of the Agra Chaupati except the Kid's Play Area.
6. The Agency can charge the entry ticket as per their financial model (individual/group/combo/etc.) for the entry to the Kid's Play Area in consideration of the market forces.
7. Any changes in the entry ticket price of the kid's play area will be brought in notice of the Agra Development Authority.
8. The Authority reserve the right to bring changes in the entry ticket price of Agra Chaupati at any point.

9. Food served at the food kiosks must be only dry food and can be charged apart from the entry ticket of the kid's play area. The agency has to prepare a list of items kept on sale and submit for approval of ADA. Only ADA approved food items shall be kept for sale.

E. Typology of Games (Tentative – the Agency is free to decide on games and activities as per market conditions and planning norms)


Below is the tentative list of type of games based on our initial research. The Agency is required to take this list as the base and suggest changes to it as per the modifications happening with time.

S. No.	Type of Game	Number	Area as per standards	Total Area
A Indoor Games (Tentative)				
A.1	Basketball	1	50 sq.ft.	50 sq.ft.
A.2	Car Racing	2	50 sq.ft.	100 sq.ft.
A.3	Bike Racing	2	50 sq.ft.	100 sq.ft.
A.4	VR Set (Including 5D)	1	150 sq.ft.	150 sq.ft.
A.5	Hammer Set	1	25 sq.ft.	25 sq.ft.
A.6	Gun Game	1	50 sq.ft.	50 sq.ft.
A.7	Pin Ball	1	50 sq.ft.	50 sq.ft.
A.8	Pac Man	1	50 sq.ft.	50 sq.ft.
	Total Games Area	10		500 sq.ft.
	Circulation Area		50% of Total Games Area	250 sq.ft.
	Total Indoor Games Area			825 sq.ft.
B Outdoor Games (Tentative)				
B.1	Bungee Trampoline	1	625 sq.ft.	625 sq.ft.
B.2	Bungee Ejection	1	750 sq.ft.	750 sq.ft.
B.3	Wall Climbing	1	600 sq.ft.	600 sq.ft.
B.4	Rope Course (10 Elements)	1	1200 sq.ft.	1200 sq.ft.
B.5	Soft Play (for 5-8 years old kids)	1	600 sq.ft.	600 sq.ft.
B.6	Zip Line	1	2500 sq.ft.	2500 sq.ft.
	Total Games Area	6		6275 sq.ft.
	Circulation Area		40% of Total Games Area	2510 sq.ft.
	Total Outdoor Games Area			8785 sq.ft.
C Food (Tentative)				
C.1	Temporary Food Kiosks	4	250 sq.ft.	250 sq.ft.
C.2	Vending Machines	2	33 sq.ft.	66 sq.ft.
	Circulation Area			100 sq.ft.
	Total Food Area			416 sq.ft.

* The activities / games / adventure sports identified are tentative and bidders are encouraged to suggest on new upcoming activities adhering to the project guidelines for the approval from authority.

F. Tentative Zoning Plan of the site (Total Area : 1.3 Acre)



LEGEND	
1	Zip Line (Outdoor Adventure Game)
2	Wall Climbing (Outdoor Adventure Game)
3	Bungee Ejection (Outdoor Adventure Game)
4	Bungee Trampoline (Outdoor Adventure Game)
5	Rope Course (10 Elements) (Outdoor Adventure Game)
6	Soft Play (for 5-8 years kids) (Outdoor Adventure Game)
7	Food Kiosks
8	Security Rooms
9	Waiting / Foyer Area
	Indoor Arcade Games

G. Details of License Fee to be paid by the successful bidder from Letter of Award is given below:

Time period (Total period 8 years 9 months from the award of work order)	Concession / Escalation on License Fee on Quoted License Fee
First 9 months (moratorium) including Procurement, installation, and commissioning period.	100.00% Concession on Quoted License Fee per month + GST
Year 1 (Post installation and commissioning)	50.00% Concession on Quoted License Fee + GST
Year 2 (Post installation and commissioning)	25.00% Concession on Quoted License Fee + GST
Year 3 (Post installation and commissioning)	Quoted License Fee per month + GST
Year 4 to Year 8 (Post installation and commissioning)	5.00% Escalation year on year of the Quoted License Fee per month + GST

3.4 Specific Conditions of the Contract

The land will be available for Eight (8) years 09 (Nine) months for developing, operating, and maintaining a Kids Play Area. The period of contract is extendable depending upon the performance of the selected Agency. There are some specific conditions of this contract, which are as follows:

1. Activities for Kids of specified age groups. No activities like marriage, ring ceremonies, birthday or private parties will be allowed. The licensee shall not allow any non-permissible activities, creating nuisance and or damage to neighbouring structures, buildings, and activities.
2. Permanent Construction is not allowed on the allotted land parcel. Temporary structures, boring etc. shall be developed by the licensee only on allocated sites approved by the Authority on its own expenditure.
3. The Agency has no right to excavate the allotted land parcel, without prior permission from the Authority.
4. The Agency will be responsible for all statutory compliances / approvals from relevant authorities for Kids Play Area.
5. The Authority will remain to be the rightful owner of the Geological Properties. The licensee will not encroach additional land parcel and will confine its operations to the allotted land.
6. The Agency shall arrange for required electric / water/ irrigation facilities for the Kids Play Area in front, gardening, construction, or any other works prescribed in the scope of work and shall seek desired approval from the Authority for the same and shall bear all associated one time and recurring costs.
7. The Agency shall be responsible for the safety and security of the area, existing and new infrastructure, trees, electric and other utilities. The licensee shall bear the expenditure for provisions of safety measures for the Kids Play Area.
8. The Agency shall be responsible for the cleanliness, maintenance and upkeep of the entire site and shall bear the costs associated for the same. The Licensee shall comply will all guidelines and directions of ADA regarding Solid waste management, composting and proper disposal of wet waste and dry waste.
9. The licensee will follow directions of ADA regarding sign boards on the allotted site. The licensee can also install up to 10 advertisement boards (static or dynamic) not exceeding the advertisement area more than 400 Sqft. in the internal area of the site. No signboards in outside of the allocated area will be allowed. The top level of any advertisement board should be not more than 8 ft from ground level.
10. The barricading / compound wall installed should be see through and activities happening inside should be visible for all sides.
11. The Agra Chaupati is open from 11.00 am to 11.pm every day. The timings for the adventure park will be the same. The licensee may request ADA for requirement of any change in the time schedule.
12. ADA holds right to check and verify the premise, infrastructure, trees and plants or the progress of the other development and maintenance works, as prescribed in the scope of work, and at locations as directed by ADA at any point of time. The site plan should be in response to the existing trees on site. Cutting of trees will not be allowed.
13. The licensee shall be responsible for safety and security of hardware and software related to the equipment (games), visitors etc.
14. The licensee shall have to follow all guidelines by Authority, issued from time to time.
15. At the end of license period, the developed site should be in proper condition as it was at the start of the project. Apart from the developed property (the shed), the Agency may retain the equipment (indoor and outdoor games) after the completion of the contract.
16. The licensee agency will be liable to a heavy penalty, legal action and blacklisting if found to be violating any of the conditions mentioned in this RFP.
17. The agency is required to strictly adhere to all ADA norms and regulations. Any violations or misconduct during the operations will result in penalties ranging from ₹10,000 to ₹1,00,000/- per incident determined based on the severity of the infraction, at the discretion of ADA. Penalties will be formally communicated to the agency and must be remitted within the specified timeframe. Repeated violations may lead to contract suspension or termination.

Compliance Requirements:

Agency are required to adhere to strict compliance guidelines, including historical preservation, environmental impact mitigation, cultural sensitivity, safety regulations, food safety standards, noise level management, security measures, and accessibility standards.

3.5 Payment Milestones

#	Deliverable	Timeline
1	Submission of Advance License Fees of first three months	Within 7 days after issuance of work order
2	Submission of Final Development Proposal for approval	Within 15 days after issuance of work order
3	Completion of development works on site	Within 180 days after issuance of work order
4	Starting of advance of monthly license fee payment	Within 270 days after issuance of work order
5	Advance monthly license fee payment	By 7 th or next working day of every month

4 Eligibility and Technical Evaluation criteria

4.1 Eligibility criteria

The Bidders must carefully examine the below mentioned pre-qualification criteria. The Bidder has to meet all the criteria set out in this Clause to be eligible for evaluation. The Bidder shall fulfil the conditions as mentioned below.

#	Minimum Criteria	Documentary Evidence
1	The applicant should be a Proprietary / corporation/ company / Agency registered under the Companies Act. A proprietary agency, a Partnership Agency, a Limited Company, Limited Liability Partnership, a corporation, or a Registered Society.	Certificate of registration/ incorporation. PAN Card. GST Certificate.
2	The Applicant (all applicant in case of consortium) should not have been blacklisted or barred from participation by any Govt./Semi Govt. Organization as on date of proposal / bid submission.	An undertaking to this effect as per Form-5 and Form-6 to be submitted
3	Applicant/Lead member of the consortium shall have average annual turnover during the three consecutive financial years, from the last four (04) financial years preceding bid due date should be at least Rs. 20.0 Lakh. The non lead member (in case of consortium) should not have incurred losses during the last 03 year preceding bid due date.	Form-2 Copies of audited financial statements along with audit reports duly certified by the auditors for three consecutive financial years are to be provided. Certification from CA is required
4	Applicant/any member should have completed 3 projects involving planning, commissioning, operating, and maintaining the adventure sports, kid's play area with a minimum footfall of 300 users per day in the last 5 financial years preceding bid due date of an approximate project area of approx. 8000 Sqft.	Form-3 Proof documents specifically mentioning the scope of work, work order, agreement, or contract along with photographs of the services, showcasing the crowd, are to be enclosed

4.2 Technical Evaluation Criteria

Technical Presentation

Eligible Bidders will be called for technical presentation and will be evaluated on their previous experience and expertise, financial and technical capability, Proposed activities, Financial Model, Teaming and proposed methodology. The date and time for the same will be communicated later. Only bidders having 60% score in the technical presentation will be considered for financial evaluation.

4.3 Financial Evaluation

The Bidder shall be selected under the Highest Cost Basis (H1) with procedures described in this RFP.

1. Financial Tender will be evaluated based on the License Fee quoted by the Tenderers.
2. The license fee shall be exclusive of GST and the licensee will pay the GST as applicable in addition to the license fee.
3. Financial Tender will be evaluated on the basis of the License Fee per month quoted by the Tenderers.

4. The License Fee shall be subject to a Minimum Reserve Price. A minimum Reserve Price of INR 2,25,000 per month (Rupees Two Lakhs and Twenty-Five thousand per month) shall be the upset value of License Fee, which the tenderer shall take into consideration while submitting their Financial Bid.
5. The License fee quoted shall be for Year 1 and shall be subjected to escalation of 5 % subsequently for each consecutive year from year 04.
6. The Qualified Tenderer quoting the highest License Fee, shall be declared as the successful bidder/agency.
7. The highest quote received through this tender on the UP E-Tender Website will be considered as the base value and then all the qualified bidders will be requested to attend a Forward Auction to be conducted on the Agra Development Authority Website. The highest bid received through Forward Auction will be considered as the final quoted price and the work will be awarded to the bidder with highest quote. The qualified will have to be present for the Forward Auction and their bids will be liable for rejection in case of higher quote is received in their absence.

Annexure A: General Conditions of Contract (GCC)

1. General Provision

1.1. Definitions

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

- i. "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- ii. "Authorized Representatives" shall have the meaning set forth in Clause 1.5 of Annexure B
- iii. "Bidder" means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract.
- iv. "Client" means the Authority with which the Bidder signs the Contract for the Services
- v. "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any
- vi. "Confidentiality" shall have the meaning set forth in Clause 3.3 of Annexure B
- vii. "Licensee" means the successful bidder with whom the contract shall be or has been signed
- viii. "Eligibility" shall have the meaning set forth in Clause 4.1 of the RFP
- ix. "EMD" Earnest Money Deposit
- x. "Government" means the Government of the Client's country/state
- xi. "Key Dates" shall mean the dates mentioned in the Data Sheet
- xii. "License" means the licensing rights granted by ADA to the Selected Bidder for activities on the Assigned Licensed Space, based on the terms and conditions of the License Agreement.
- xiii. "Licensee" means the Selected Bidder, who has executed the license agreement with ADA pursuant to bidding process.
- xiv. "License Fee" means the amount payable by the licensee to ADA as per rates offered by the Selected Bidder for utilization of licensed space and accepted by ADA, including with other payable charges and any kind of Central or State Taxes, local levies, statutory dues, etc. as per prevalent law.
- xv. "License Period" means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the date of this Agreement.
- xvi. "Licensed Space" means the specified space(s) at Agra handed over by ADA to the licensee under and in accordance with this License Agreement.
- xvii. "LOA" Letter of Award
- xviii. "Official Website" is [Welcome to Agra Development Authority \(adaagra.org.in\)](http://adaagra.org.in)
- xix. "Party" means the "Client or the Bidder" as the case may be, and "Parties" means both of them
- xx. "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- xxi. "Proposal Due Date" or "PDD" shall mean the date as specified in the Data Sheet
- xxii. "Proposal Validity Period" shall mean the number of days for which the proposal shall be called valid post bidding till the signing of contract (the number of days are as mentioned in the Data Sheet)
- xxiii. "RFP" means Request for Proposal i.e. It is a document that solicits a proposal, made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.

- xxiv. "Scheduled Bank" means Banks specified in the RBI Act, 1932
- xxv. "Services" means the work to be performed by the Bidder pursuant to the Contract.
- xxvi. "days" means calendar days
- xxvii. "weeks" means calendar weeks
- xxviii. "months" means calendar months

1.2. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed.

A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.

1.5. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Bidder may be taken or executed by the officials specified in the Contract.

1.6. Fraud and Corruption

For the purpose of this Contract, the terms set forth below as defined as follows:

- i. "Corrupt practice" means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.
- ii. "Fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of a contract.
- iii. "Collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels.
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of the contract.

Measures to be taken:

The Client will cancel the Contract if representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction the Bidder, including declaring the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

1.7. Limitation of Liability

The Contract will require that the aggregate liability of the bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising as a result of the Bidder's fraud in performance of the services hereunder.

1.8. Insurance

The Bidders are expected to maintain insurance cover for the following events to insure Bidder's risks against:

- i. loss of or damage to equipment, property in connection with the Contract; and
- ii. Personal injury or death of the employees

For any other events that may be applicable, the Client does not take any responsibility for insurance coverage in case of any mis-happening.

1.9. Liquidated Damages

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 2% (two per cent) of the Agreement/Contract Value per month, subject to a maximum of 10% (ten per cent) of the Agreement/contract Value shall be imposed and shall be recovered by appropriation from Payment of the licensee or the Performance Security.

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the bidder in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause.

1.10. Security Deposit

For the purposes of the Agreement, Security Deposit shall be deemed to be an amount equal to 3 months of the License Fee quoted (the "Security Deposit"); which must be provided in the form of a NEFT / RTGS payment.

In case any services are not found as per the prescribed Specification as given in Section 3, the Client may impose penalties on the Bidder. The consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the bidder by way of deemed liquidated damages, subject to a maximum of 10% (ten per cent) of the total License Fee quoted for the contract period and may be recovered by appropriation from the Security Deposit as well. Depending on the severity of the situation, the entire Security Deposit may get forfeited.

1.11. Forfeiture of Security Deposit by Authority

For successful bidders, the Security Deposit submitted may be forfeited under following conditions:

- i. If the licensee violates any such important conditions of the RFP / Contract; or
- ii. If the licensee indulges in such activity which will or may jeopardize the interest of ADA in timely finalization of this project; or
- iii. If the liquidated damages are found to be higher than Security Deposited by the licensee.

2. Commencement, Completion, Modification and Termination of Contract

2.1. Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties.

2.2. Commencement of Services

The Licensee shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

2.3. Expiration of Contract

Unless terminated earlier pursuant to GC Clause 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

2.4. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.5. Force Majeure

2.5.1. Definition

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

Force Majeure shall not include

- i. Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Licensee or agents or employees, nor
- ii. Any event which a diligent Party could reasonably have been expected to both
- iii. Take into account at the time of the conclusion of this Agreement, and
- iv. Avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.5.2. No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Licensee shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Termination

Either Party may terminate the Contract with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

2.6.1. By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Licensee, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Licensee does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Licensee becomes insolvent or bankrupt.
- c) If the Licensee, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Licensee are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Licensee fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 8 hereof.

3. Obligations of the Bidder

3.1. Standard of Performance

The Bidder 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 safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

3.2. Responsibility of the Bidder

The Bidder shall be fully responsible for site review and event of the services conforming to relevant Indian or International standards.

The Bidder may commence execution of services on the start date and shall carry out the services in accordance with the program submitted by the Bidder, as updated with the approval of the Client, and complete them by the intended completion date.

The workmanship shall be of high order and quality so as to prevent accidents and damaging of the environment and surroundings.

Notwithstanding anything mentioned in this RFP, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Client from time to time.

3.3. Confidentiality

Except with the prior written consent of the Client, the Bidder 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 Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations. These obligations shall be valid for a period of six (6) months post the date of termination of the Contract.

3.4. Documents prepared by the Bidder to be the property of the Client

- a. All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof.
- b. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

3.5. Accounting

The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

4. Payments to the Bidder

4.1. Terms and Conditions of Payment

Payments will be made to the account of the Bidder and according to the payment schedule stated in Section 3.

5. Good Faith and Indemnity

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

To the fullest extent permitted by Applicable Law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

6. Penalty

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Licensee for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

7. Settlement of Disputes

This Contract shall be governed by, and construed in accordance with, the laws of India.

Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Agra, Uttar Pradesh India. The language of arbitration shall be English.

The Contract and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

Jurisdiction

In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of District court of Agra, Uttar Pradesh.

8. Third party Insurance

- i. The Licensee shall bear the cost, throughout the duration of contract, for a comprehensive general liability insurance covering injury to or death of any person(s), including death or injury caused by the negligence of the selected Licensee or his failure to perform its obligations under the agreement.
- ii. The Licensee shall submit, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, selected Licensee agrees and undertakes to indemnify and hold ADA harmless against all liabilities, losses, damages, claims, expenses suffered by ADA as a result of such default by the selected Licensee.

9. Indemnification

To the fullest extent permitted by applicable law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

10. Fraud and Corrupt Practices

- i. The Licensee and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this BID, ADA shall reject a Bid without being liable in any manner whatsoever to the Licensee, if it determines that the Licensee has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the ADA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the ADA for, *inter-alia*, time, cost and effort of the ADA, in regard to the BID, including consideration and evaluation of such Licensee's Proposal.
- ii. For the purposes of this Clause 10, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of ADA who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of ADA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 3.17 of this Bid, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a legal, financial or technical adviser of the ADA in relation to any matter concerning the Project;

- b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by ADA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

11. Negotiations

Negotiations may be held at the date, time and address intimated to the qualified and selected Bidder. Representatives conducting negotiations on behalf of the selected Bidder must have written ADA to negotiate and conclude a contract.

11.1. Obligations of the Licensee

- i. The Licensee shall pay monthly License Fee to ADA to use the assigned facility within 10 days of the start of the month.
- ii. In case of any delay in monthly payment to ADA, the Licensee shall be fined INR 1000 per day of delay.
- iii. Any incident of misbehaviour or misconduct from the deployed workforce of the Licensee towards the public shall be liable for punishment as decided by ADA. In case of repetition of similar fault, the ADA may decide to terminate the contract, forfeit the Security Deposit, and blacklist the Licensee.
- iv. The Licensee shall pay the electricity/water charges pertaining to the assigned area/facility, as indicated by the installed sub meter.
- v. The Licensee shall compensate ADA for any damage or loss if found in such properties with the replacement value as decided by same In any case if he fails to pay the amount, the same will be recovered from his security deposit/Bank Guarantee.
- vi. No personnel shall be employed by the Licensee whose age is below 18 years.
- vii. Keep the assigned facility neat and clean condition and in conformity with applicable laws and applicable permits.
- viii. Responsible for regular, routine, and preventive maintenance of the assigned facility.
- ix. In case of default in payment, ADA shall issue a warning along with a show cause notice to the Licensee. After 2 warnings the ADA shall be bound to terminate the License Agreement and forfeit the Security Deposit deposited by the Licensee.
- x. The quoted Licensee Fee paid to the ADA, is subject to increase by 5% per annum during the total period of the License Agreement including the extended period, if any.
- xi. The Licensee shall follow all the rules and regulation laid by the government, including but not limited to hiring of staff, deployment of equipment, security, and safety.
- xii. Secure applicable permits/approvals.

11.2. Obligations of the ADA

- i. Provide location for setting up activities as mentioned in this RFP document.

Annexure B: Standard Forms

FORM 1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [title of assignment] in accordance with your Request for Proposal dated [Date] and our Proposal. We are hereby submitting our Proposal, which includes this a Technical Proposal, and a Financial Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the *Planning, Commissioning, Operation & Maintenance of Adventure Sports and Indoor Kid's Play Area at Agra Chaupati, Agra* related to the assignment at a date mutually agreed between us.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM 2: Financial capacity of the Bidder

#	Financial Year	Turnover (in INR)
1.		
2.		
3.		
4.		

Note: Attach audited financial statements as proof of the above figures. The licensee shall, as per their published balance sheet, provide 3 consecutive balance sheets for the last 4 years.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

<Seal and stamp of the bidder and CA>

FORM 3A: Eligible assignments of the Bidder

#	Name of Project*	Name of Client	Year of Implementation and Activities	Approximate Area and Footfall (Clear photographic evidence must also be attached)
1				
2				
3				
4				
5				
6				
7				
8				

* The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

FORM 3B: Eligible Project Details

Assignment name:	
Country: Location within country:	Duration of assignment (months):
Name of Client:	Approximate daily Footfall for this project:
Address:	Amount of fee received by your firm (INR)
Start date (month/year):	Completion date (month/year):
Name of associated Bidders, if any:	No. of professional man-months provided by associated Bidders:
Narrative description of Project	
Description of actual services provided by your staff within the assignment:	
Firm's Name:	

FORM 4: Bidder's organization and experience

[Provide here a brief (two pages) description of the background and organization of your firm/entity]

FORM 5: Declaration

Declaration for not being barred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector as on date of bid/proposal submission.

Declaration Letter for "<insert name of the RFP>"

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department / Public Sector Undertaking as on date of bid/proposal submission.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

FORM 6: Declaration

Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Declaration Letter for "<insert name of the RFP>"

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

FORM 7: Financial Proposal

(Note: The bidder will submit this form duly signed and stamped with all details other than the financial quote. The financial quote will be uploaded only on the excel format shared with this RFP on the portal. In case financial quote is mentioned in this form or anywhere in Technical Proposal, your respective Bid shall be disqualified)

[Date]

To: [Name and address of Client]

Subject: Financial proposal

Reference: Request for Proposal for the Appointment of Agency for Planning, Commissioning, Operation & Maintenance of Adventure Sports and Indoor Kid's Play Area at Agra Chaupati, Agra.

Dear Sirs,

We, the undersigned, offer to provide the services for the above in accordance with your e-Bid dated _____, and our Bid (Response to Technical Bid and Financial Bid).

Our attached Financial Bid – License Fee per month is as uploaded on e-bid portal in the .XLS format [except GST which will be paid extra by the bidder at the rate applicable on the date of invoicing, Amount in words and figures].

We understand that mentioning our Financial Bid (*Quoted Monthly License Fee per Month*) here, in this form, or anywhere in the Technical Bid, will lead to our disqualification from this Tender.

We understand that the Authority reserves the right to negotiate the Financial Bid for the services as a whole or for individual tasks of the services.

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e. 180 days from the date of submission of the e-Bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand you are not bound to accept any Bid you receive. We have read and examined the RFP document complete with the Terms of reference, Instructions to Bidders and General Conditions of Contract.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand the Authority is not bound to accept any proposal that is received.

Signature and Name of the Authorised Person

NAME OF THE BIDDER AND SEAL