

Smart City

Bareilly Smart City Limited Bareilly

बरेली स्मार्ट सिटी लिमिटेड, बरेली

CIN NO. U93000UP2018SGC102746

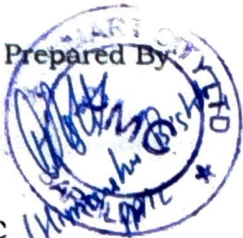
REGD OFFICE:- NAGAR NIGAM COMPUND, NAGAR NIGAM, BAREILLY



Under Smart City Project RFP of "Licensing of Commercial Complex Spaces (New Building) at Old Tanga Stand, Bareilly for a period of 30 Years on Yearly License Basis" has been submitted for perusal & checking on 21-06-2019. In this regard a committee meeting with BSCL Officials held on 21-06-2019 for Technical, Legal & Administrative review and approval. After review and discussions, RFP for "Licensing of Commercial Complex Spaces (New Building) at Old Tanga Stand, Bareilly for a period of 30 Years on Yearly License Basis" is approved and recommended to be placed before the Board Meeting.

RFP Prepared By

PMC
Bareilly Smart City Limited
Bareilly



RFP Recommended By:

Asst. Registrar
Firm Societies & Chits, Bareilly

Addl. Municipal Commissioner - II
Nagar Nigam, Bareilly

Addl. Chief Executive Officer
Bareilly Smart City Ltd. Bareilly

Dept. Commissioner (Administration)
State Tax, Bareilly

A.D.M. (City)
Bareilly

BAREILLY SMART CITY LTD.



REQUEST FOR PROPOSAL (RFP)

RFP For Licensing of Commercial Complex Spaces (New Building) at Old Tanga Stand, Bareilly for a period of 30 Years on Yearly License Basis.



REQUEST FOR PROPOSAL

Employer: - Bareilly Smart City Limited (BSCL)

Nagar Nigam, Bareilly- 243001

Telephone: 0581- 25510074

Email: bareillysmartcityltd@gmail.com

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Bareilly Smart City Limited (here for the referred to as BSCL in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an invitation by the Employer to the prospective Consultants or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the bidder (consultant/ contractor/ developer/ Manufacturer/ Supplier etc.) 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 Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The BSCL and its employees and advisers make no representation or warranty and shall have no 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 or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

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

The BSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Employer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the BSCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and

submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BSCL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the BSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

**Chief Executive Officer,
Bareilly Smart City Limited, Bareilly.**

BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY
(UTTAR PRADESH, INDIA)

Letter No. BSCL/2024-25/

Dt.

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

Chief Executive Officer (CEO), Bareilly Smart City Ltd., Bareilly invites Bids on Lump sum basis for the work mentioned below through e-Procurement in conformity with the terms and conditions of this advertisement and the detailed tender call notice in two Bid systems (Part- I: General& Technical Bid and Part-II: financial Bid/Price Bid/BOQ) from intending bidders fulfilling the eligibility criteria mentioned in this Notice and other qualifying requirements mentioned in this RFP. Bidders can participate in the bidding after registering them on E- tendering portal <http://etender.up.nic.in>. Bidder can download the RFP from <http://etender.up.nic.in> after paying the tender cost through online payment in the name of **Bareilly Smart City Limited, A/C No.: 305402010807453, Name of Bank: Union Bank Of India, Branch: Main Branch Civil lines, Ayub Khan Chouraha, Bareilly, IFSC Code: UBIN0530549**. Bidder will have to upload the scanned copy of transaction slip along with technical bid failing this; the Bid is liable to be rejected. The Bidder should deposit the Earnest Money online in above mentioned account number or through Bank Guarantee. The scanned copy of the transaction slip should be uploaded along with technical bid. The bidders should have necessary Portal enrollment (Digital Signature Certificate) under e-procurement process of Govt. of Uttar Pradesh in required class/category. In case of any queries on this RFP, intending bidders may contact CHIEF EXECUTIVE OFFICER, BAREILLY SMART CITY LIMITED, Bareilly (Tel. No: -0581- 25510074)

S.No.	Name of the Work	Earnest Money Deposit (Rs.)	Tender fee with GST @ 18%	Work Completion Period
1.	Request for Proposal for Licensing of Commercial Complex Spaces (New Building) at Old Tanga Stand, Bareilly for a period of 30 Year on Yearly License Fee Basis	8 Lakhs	11,800	30 Years

1.1 Time schedule for Bidding:

S. No	Description	Critical Dates
1.	Issuance of Request for Proposal (RFP) Document	05-07-2024
2.	Bid start Date/Time of RFP	05-07-2024 11:00 AM
3.	Last date of receipt of pre-bid queries	12-07-2024 12:00 PM
4.	Pre-Bid Meeting	12-07-2024 12:00 PM
5.	Bid Closing Date/Time of RFP	25-07-2024 03:00 PM
6.	Technical Bid Opening Date/Time	25-07-2024 04:00 PM
7.	Announcement of qualified bidders.	To be notified
8.	Financial Bid Opening Date/Time	To be notified
9.	Issuance of letter of Award/Intent to the prospective Bidders.	To be notified
10.	Signing of Authorization Agreement.	To be notified

- Other details can be seen on website <http://etender.up.nic.in> (for view, download and bidding) and on website www.nagarnigambareilly.com (for view and download only).
- Subsequent corrigendum, if required, shall appear in these websites.
- Authority reserves the right to reject any or all the tenders without assigning any reasons
- Contractor who wants to participate in bid must registered themselves on <http://etender.up.nic.in>
- For any other queries, please contact Nodal Officer, Bareilly Smart City Limited. Also, for any further queries, the bidders are advised to send an email to: bareillysmartcityltd@gmail.com

Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly



Glossary/Definitions

- a) **“Addendum / Amendment”** means any written amendment / addendum / corrigendum to this RFP, from time to time issued by BSCL to the prospective bidders.
- b) **“Applicable Laws”** means all the laws including local, state, national or other laws, brought into force and effect by Govt. of India, State Governments, local bodies, statutory agencies and any other, and rules / regulations / notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- c) **“Bank Guarantee”** means Guarantee issued by a scheduled commercial bank in favour of BSCL Ltd.
- d) **“Bare Space/Tendered Space”** means the space offered under the License Agreement on an ‘as is where is’ basis upon which the Successful Bidder/Licensee shall undertake commercial development in terms of and as per the scope mentioned in the present RFP.
- e) **“Bidder” or “Tenderer”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India, which is submitting its bid pursuant to RFP Documents
- f) **“Bid Due Date”** means Bid Submission end date and time given in the E-tender.
- g) **“Bid processing fee”** means Cost of RFP/Tender Document which is Non-refundable in nature.
- h) **“E-Bid Security”** means the Earnest Money Deposit (EMD)/refundable amount to be submitted by the Bidder along with RFP documents to BSCL.
- i) **“Highest Bidder”** means the Bidder, who score highest marks in Technical & Financial Bid.
- j) **“Interest Free Security Deposit/ Performance Security”** means interest free amount to be deposited by the Licensee with BSCL as per terms and conditions of License Agreement as a security against the performance of the License Agreement.
- k) **“License”** means the Commercial development Rights/Activities granted by BSCL to the Licensee at under terms and conditions of the License Agreement.

- l) **“Licensee”** means the Successful Bidder, who has executed the License Agreement with BSCL ~~pursuant~~ to the conclusion of the bidding process.
- m) **“License Agreement”** means the License Agreement that shall be executed between the BSCL and the Successful Bidder/Licensee.
- n) **“License Fee”** means the amount payable by the Licensee to BSCL as per terms and conditions of the License Agreement.
- o) **“License Period”** means a total contract period of License subsequent to expiry of fitment period after handing over of the space/premises/commercial complex.
- p) **“LOA”** means Letter of acceptance given by licensee in response of the NOA issued by BSCL.
- q) **“BSCL”** means Bareilly Smart City Limited (or “Corporation” or “Licensor”)
- r) **“Notice of Award (NOA)”** means the written notice issued by BSCL to the Selected Bidder(s) intimating the acceptance of Selected Bidder's Proposal for the award of License.
- s) **“Party”** means Licensee or Licensor (together they are called **“Parties”**)
- t) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
- u) **“Re. or Rs. or INR”** means Indian Rupee
- v) **“Successful Bidder”** means the bidder who has been selected by BSCL, pursuant to the bidding process for award of License.

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto here in above.

INTRODUCTION

The upgradation of Infrastructure and utilization of Vacant land on High value land is one of the major components of the Bareilly Smart City scheme. Tanga Stand Site is situated close to Bareilly Junction and has a lot of Economic potential. The Site is currently developed as Commercial Complex with Parking Provision and Shops with G+3 Structure. The entire complex physical Infrastructure is complete, and the project is ready for leasing out.

Project Location - Shopping complex site is located at one of the most important locations of the city and has major landmark around the site is Bareilly Junction.

Aim of the project - Project's aim is to capitalize the prime area and open Different Commercial activity after selecting a Facility management Company which shall lease out the space and pay an annual amount to Authority.

Objectives of the Project

- To operate and manage multi storied commercial building complex constructed on old tanga stand, which has total built up of approx. 2187.25 sq.mt. having about 36 shops inside the campus
- To operate and manage provisional Restaurant, Café, Food Courts of various states etc. to increase the footfall.

Spaces in complex

- Shops: Permanent shops are the ones which don't change with seasons. Items displayed will depend on the owner of the shop.
- Kiosks: Kiosks can be rented on a seasonal / permanent basis. Since these are placed next to corridors/lobby area, they get more visibility.

Scope of complex - It is a building complex with permanent shops, stalls and kiosks that can be acquired by any person who wants to sell their articles. These spaces give ample opportunity to artisans to make a living alongside attracting regular footfall/visitors to Bareilly junction in the complex with the Commercial use planning.

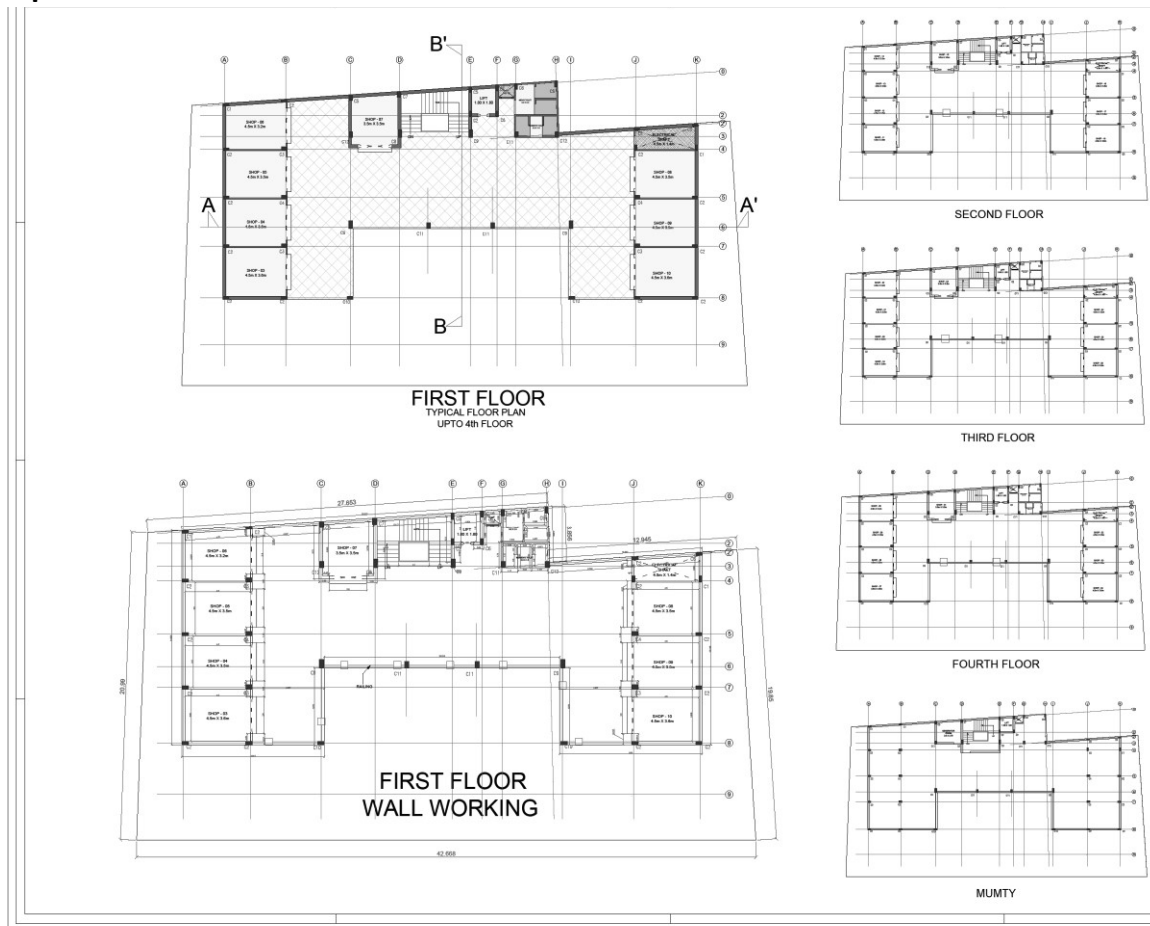
Amenities/ Services in The Complex –

- One toilet block on each floor
- Fire hydrant and hose reel 2 nos on each floor
- Terrace fire tank 10000 ltrs
- Submersible pump @ 200 ltr/min
- Genitor room on terrace
- Septic tank, soak pit, rainwater harvesting tank.
- Stilt parking

Elevation



Floor plan



Chapter-1

Project Introduction

- An information document covering the purpose of the license, details of tendered space etc. may be downloaded from the website <http://etender.up.nic.in>
- The following tender is taken out to appoint a party responsible for operation and maintenance of Tanga stand new Commercial Building.
- **Reserve/Upset Price:** Not Applicable
- **Selection parameter:** The Bidder getting highest marks in Technical & Financial Parameters combined. The Annual License Fee will increase by 7% every year on the annual lease rental payable for the previous year.
- **Single Bidder selection for entire complex:** Single bidder will be selected to run the entire commercial complex including O&M responsibility, payment of electricity bill of common area while electricity bill of individual shops/open space allocated to identified lease shall be paid directly by each individual vendor. maintenance charges for common area collected from all shop vendors/open area given on lease shall also be apportioned by selected bidder and single bidder selected shall be responsible for overall operation and maintenance of the entire commercial complex.
- **Performance Security of 10 (Ten) % of 2 Years Annual License Fee of through Bank Guarantee/FDR** and shall remain valid till the end of Project.
- Project Area program is attached as below:

Area breakup	
Particulars	Area in sq m
plot area	877.26
stilt floor area for parking	352.43
stilt floor area for amenities use	88.5
1st floor covered area	436.58
2nd floor covered area	436.58
3rd floor covered area	436.58
4th floor covered area	436.58
total covered area under FAR	1834.82
total covered area on all floors including parking area	2187.25
Covered Leasable area as per actual	551.20
Open Leasable Area	As per selected bidder Usage from the Corridor Area

Chapter: 2**RFP Summary**

GENERAL INFORMATION		
1	Name of the Bid	RFP For Selection of Agency for Operation & Management of Commercial Complex at Old Tanga Stand, Bareilly U.P, On Annually License Fee Basis.
2	License Fee	The Bidder have to quote 1 st year License Fee over and above Rs. 42.00 Lakh. Please note the First Year License Fee to be enhanced @ 7.0% (Seven Percent) every year.
3	Award Criteria	Party scores the highest marks in evaluation criteria will be awarded the license. Pls note the First Year License Fee to be enhanced @ 7% every year.
4	Bid System	QCBS
5	Name and address of the Corporation & designation of official	Bareilly Smart City Ltd., Bareilly Website: - etender.up.nic.in
6	Bid Validity period	180 days
7	Bid Language	English
8	Bid Currency	Indian Rupees
9	Consortium/JV allowed	Yes
10	Bid Processing Fee	Rs. 11,800/- (Eleven Thousand eight Hundred Only inclusive of GST @ 18%) only through Digital Mode
11	EMD	EMD as per detail mentioned at clause no. 5.7 of RFP(RFP page No. - 15) and must be paid through RTGS/NEFT/BG/FDR mode only
12	Account detail for RTGS/NEFT for paying Bid processing fee and EMD	Online payment in the name of Bareilly Smart City Limited, A/C No.: 305402010807453, Name of Bank: Union Bank of India, Branch: Main Branch Civil lines, Ayub Khan Chouraha, Bareilly, IFSC Code: UBIN0530549

Chapter-3**ELIGIBILITY CRITERIA FOR BIDDERS**

Eligibility criteria (Technical and Financial) for the Bidders intending to participate, Bidder shall fulfill the following Eligibility Criteria:

The bid shall be submitted online in three parts, namely.

- Pre-Qualification Criteria
- Technical Eligibility
- Financial Bid

a. Prequalification Criteria

S.NO	Pre- Qualification criteria	Supporting document
1	Each intending Bidder may be a Company/ Partnership firm/ LLP having authority to participate in this RFP. Bidder shall enclose the relevant registration certificates.	Certificate of incorporation, Proprietorship Proof, Partnership Deed, LLP Certificate.
2	Bidder should have an average annual turnover more than Rs. 100 Lakh or equivalent during the last 3 financial years	Copy of audited financial Statements For last 3 financial years. (ITR and Balance Sheet of any three consecutive FY 2020-2021, 2021-2022, 2022-23 & 2023-24)
3	Experience certificate of having successfully completed similar works.	Not Applicable for Prequalification criteria.
4	The bidder shall submit a self-declaration for being not under legal action for corrupt or fraudulent practices (blacklisted) by any Ministry/State/ Central Govt/UT of Administration/ Semi-Government Organization/ PSU.	Self-Attested Declaration by Authorized Signatory (format Annexure VII)
5	The bidder should have a valid GSTIN, PF Certificate and Pan Card Copy	Copy of the certificate of GSTIN, PF Certificate and Pan Card Copy
6	Net Worth	Bidder should have a positive net worth. Certificate to be attached duly certified by CA.
7	Tender fee	Scanned Copy of transaction slip / receipt of RTGS / NEFT to be submitted online

8	Tender EMD (8 Lakhs)	<ul style="list-style-type: none"> • Scanned Copy of transaction slip/receipt of RTGS/NEFT/BG/FDR to be submitted online. • BANK GUARANTEE (BG) & FDR of Nationalized Bank should be in favour of Chief Executive Officer, Bareilly Smart City Limited. The Bank Guarantee should be submitted to BSCL within 3 days after Bid submission due date.
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NOTE: Proposals not conforming to the above requirements shall be liable to be rejected.

b. Technical Eligibility

- a) The Authority designated officer/consultant/advisor will open the Bids online on the Bid Opening Date and Time as specified in the Bid Data Sheet.
- b) The Authority designated officer/consultant/advisor will subsequently examine and evaluate the Bids in accordance with the provisions set out in this section.
- c) Proposals shall first be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated for qualification in accordance with the criteria set out in this RFP.
- d) The Technical proposal shall be evaluated next based on the criteria set out in this RFP document. The Financial bids of only those bidders who qualifies the technical qualification shall be opened.
- e) The Technical Evaluation Committee will review the technical bids of the short- listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- f) Each Technical Bid will be assigned a Technical Score out of a maximum of 70 points. Only the bidders who get a Technical Score of more than or equal to 50% in Technical Evaluation will qualify for Commercial Evaluation stage. Weightages of Bidder's ability is as shown in the table.
- g) The bids qualified in the Technical Evaluation; stage - II will only be further evaluated for stage-III Financial evaluation.
- h) All technically qualified bidders will be notified of opening of the Financial Bids.

S.NO.	Parameter	Max. Marks	Required Document
1	Overall relevant experience of operating and maintenance with respect to a Real Estate Commercial asset having minimum built-up area of 5,000 (Five thousand) square meter at least in the last 7 years OR experience of any government construction work. (10 Marks for Single work & 2 marks for each for additional certificate. Max. 20 Marks)	20	Proof of experience/ performance in the form of client citations/work completion to be submitted. Ongoing projects can be considered.
2	Annual Average Turnover of value more than Rs. 80 Lakh. during last three financial years i.e. (FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24). 5 Marks for more than equals to Rs. 100 Lakh. 7 Marks for more than equals to Rs. 120 Lakh. 10 Marks for more than equals to Rs. 150 Lakh Max. 10 Marks	10	Avg. Annual Turnover of any 3 last consecutive Year. (FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24)
3	Representation of Proposed Approach and Methodology considering the features mentioned in the RFP for operation and maintenance of Commercial Complex Presentation on Proposed Approach and Methodology for operation and maintenance. – 25 Marks Presentation on contribution in Social Welfare, popularization, longevity of project, proposal for attracting footfall, Details of Staff and resources proposed/required/necessary for the project – 15 Marks Max. 40 Marks	40	Bidders will be invited for presentation at BSCL Office, Nagar Nigam Bareilly after opening of Technical Bid.
Total Points/Marks		70	
Cut off Points for Qualifying		35	Bidder should obtain at least 35 marks for technical qualification.

NOTE: Proposals not conforming to the above requirements shall be rejected.

- The offer is for entire work and not for part of the work.
- The price quoted is all inclusive and not open-ended.

Technical bid evaluation will be completed prior to any financial bid being opened. Any condition of the Bidders sent along with the bids, if any, shall not be binding on Bareilly Smart City Limited and liable to be rejected. Bids will be evaluated by an Evaluation Committee formed by BSCL.

Only those Bidders who have fulfilled the pre-qualification criteria will be evaluated further. The cut-off marks for short-listing based on the technical evaluation is 50% of total marks. Based on the bid evaluation, only technically qualified Bidders scoring equal to or more than cut-off marks shall be short-listed for evaluating their financials bids. Consequent on evaluation, if less than two Bidders qualifies the technical evaluation, the authority at its discretion may relax the norms for technical evaluation.

Bid marks (St) shall be assigned to each bid on the basis of marks obtained in the Technical Score.

$S_t = \text{Technical Bid Score}$

c. Financial Bid

Financial bids of only the short-listed Bidders who achieve technical qualifications shall be opened. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bids. Before opening of the Financial Bids, the list of prequalified Bids along with their technical scores will be read out.

The rates mentioned in the financial bid is to be over and above Rs. 42.00 Lakh + GST and are to be mentioned in words as well as in figures. In case of any deviation, the rate quoted in words will be accepted.

The highest evaluated financial quote (Fm) shall be given the maximum financial score of 30 (Thirty) points. The financial scores (Sf) for other Financial Proposals shall be calculated as per the formula: $Sf = 30 \times F/Fm$, where Sf is the financial score, Fm is the highest financial quote (Highest Annual Fee Offered) and F is the financial quote of the particular bidder (Annual Fee Offered) under consideration.

Bids shall be evaluated on a Quality and Cost Based Selection (QCBS) basis. Bids shall be ranked according to their combined technical score (St) and financial score (Sf) using the formula $S \text{ (Final Score)} = St + Sf$.

Contract will be awarded to the Bidder scoring highest Final Score (S).

- * All the above stated documents are required to be duly attested by the Contractor/Bidder under the company seal.
- * If any of the above documents is found missing or incorrect, then the bid will be disqualified.
- * Proof of having successfully completed similar works must be submitted in the form of a completion certificate issued by the Client.

Even though the Bidder meets the above qualifying criteria, the bidder may subject to be disqualified if the bidder has;

Made a misleading or false representation[s] in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements.

And/ or

A record of poor performance such as Abandoning a work, Poor quality of work, Claim, Litigation History, or financial failures etc. in any State Govt. organization/services/corporations/local body etc. (by whatever names these are called).

Chapter 4

SCOPE OF WORK

- 4.1 The Successful Bidder shall have the rights to utilize the Bare Space/Tendered Space for any commercial purpose except for the banned usages/negative list as given in Annexure – A of the present RFP, subject to the terms and conditions as specified by the BSCL.
- 4.2 The offered Bare Space/ Tendered Space as per the present RFP/Tender Document (Annexure-I) will be provided on an **“as is where is basis.”** It shall be the responsibility of the Successful Bidder to develop the entire Bare Space with prior approval of the BSCL. Due to any reason, if any part or whole of the structure is required to be removed on any operational ground or otherwise, the Successful Bidder shall peacefully abide by such requirement without any delay or demur and as per technical feasibility. In this regard, the Successful Bidder shall have no right to claim any compensation/costs/damages, etc.
- 4.3 Subject to the specifications rendered by the BSCL, the Successful Bidder shall be required to execute all works at their own cost as required for the commercial development of the Bare Space.
- 4.4 Notwithstanding the obligation of the Successful Bidder to adhere to the exterior layout and structure of the complex, the Successful Bidder shall be within its rights to plan and sub-divide the interior floor space as may be feasible. However, in making such plans and sub-divisions, ensuring the structural safety and integrity of the complex structure shall be the sole responsibility of the Successful Bidder. The Successful Bidder shall also be obligated to ensure that the proposed commercial development within the Bare Space is neither an impediment to the smooth flow of traffic/commuters/public nor a safety hazards to anyone. The Successful Bidder is also required to ensure that all existing utilities and facilities installed (if any) within the Bare Space will be kept accessible at all times and there is no interference or tampering with such installments at any time.
- 4.5 It shall be open to the Successful Bidder to lease out any or all parts of the Bare Space, as designed or combined by the Successful Bidder. It shall also be open for the Successful Bidder to use the open circulation floor area for installing kiosks or open leasable area leaving the circulation corridor on each floor.
- 4.6 Notwithstanding anything mentioned herein above, the Successful Bidder, in pursuance of any development works, is required to adhere to the provisions of the prevailing master plan of the complex and the building bye laws issued by the Authorities having jurisdiction over the Bare Space.
- 4.7 It shall be the sole obligation of the Successful Bidder to procure any and all requisite permissions/licenses/NOCs/approvals/certifications, etc. which shall be required from the statutory/regulatory/civic authorities concerned, to be able to use the Bare Space for desired commercial purpose/business. The BSCL shall not be responsible for the procurement of any such permissions, etc. and no claim in this regard shall be entertained.
- 4.8 The Successful Bidder shall undertake to install/arrange any and all infrastructure that is required to fight fire solely at its own cost. Such infrastructure/equipment shall fulfil and meet all statutory requirements which are in force and shall be compatible with the structure of the building complex.

- 4.9 The Successful Bidder shall be solely responsible for obtaining the No-Objection Certificate from the concerned Fire Department. The BSCL may provide assistance (if required) in this regard.
- 4.10 The Successful bidder shall furnish 10% of Performance Security deposit of 2 years License Fee in the form of FDR/ BG/ Online thru RGTS/NEFT in favor of CEO, Bareilly Smart City Ltd, Bareilly / Amount deposit through online payment in the name of Bareilly Smart City Limited, A/C No. : 305402010807453, Name of Bank: Union Bank of India, Branch: Main Branch Civil lines, Ayub Khan Chouraha, Bareilly, IFSC Code: UBIN0530549 at the time of signing the agreement including Earnest Money Deposit, deposited along with the bid submission.
- 4.11 The Successful Bidder shall be solely responsible for the operation, management and maintenance of the Bare Space and the development works undertaken on it. The Successful Bidder shall employ adequately trained and experienced personnel to fulfil the responsibilities as defined in the present RFP/Tender Document.
- 4.12 The Successful Bidder shall be entitled to market, promote and sub-license, for use, any or all of the Bare Space as specified in the present RFP/tender Document. Except for the aforesaid, the Successful Bidder shall not assign any of its rights and/or interests under the Agreement in favor of any company/person(s) at any time and for any reasons whatsoever.
- 4.13 The Successful Bidder shall provide a copy of Agreement of sub-licensee to the BSCL.**
- 4.14 The Successful Bidder shall not mortgage, create a charge, put under any lien (including negative lien) or create any third-party interest in the Bare Space and the development works undertaken therein, and no charge or encumbrance will be created or agreed to be created in favor of any company/person(s), including lenders/financial institution(s)/banks, etc.
- 4.15 The Successful Bidder shall ensure that no polythene bags/pouches, etc. are used in the Bare Space, including the sub-licensed areas, kiosks, outlets, etc.
- 4.16 The Successful Bidder shall comply with and abide by any and all statutory stipulations and requirements in connection with the present RFP and the commercial development undertaken in the Bare Space.
- 4.17 The Successful Bidder may install temporary kiosks on the corridor on each floor including the roof top restaurant (if allowed), for activities like bumpy jumping, mickey mouse entertainment zone for kids play area, foot massage, ice cream parlour, coffee shop, toy train, toy car for kids and other similar activities which are allowed/permissible as per applicable laws.
- 4.18 The Lift should be maintained by the successful bidder at his own cost.
- 4.19 The Successful Bidder may use the Structure for Hotel/Lounge purpose after prior approval from BSCL. Any Interior Changes can be made by the Successful bidder with BSCL approval. No Structural Changes is allowed in any respect.
- 4.20 If the successful Bidder fails to maintain any public amenities, then it will be done by the BSCL and the deduction shall be made from the successful bidder at market rate.
- 4.21 .The successful Bidder shall maintain the aesthetic view of the building including the logo of

BSCL.

Chapter-5

INSTRUCTION TO BIDDER/APPLICANT

- 5.1** The bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, BSCL feedback, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per requirement. A Bidder is eligible to submit only one Bid. Any Bidder which submits more than one e-Bid for the offered commercial space, would be disqualified. The Bidder shall carry out the offered work in compliance with the provisions of the RFP. Any and all changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the RFP, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company, and hereby agrees to bear full responsibility for the correctness and technical merit of the activities performed. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the ban subsists as on the date of Bid, would not be eligible to submit the e – Bid/cannot participate in the bidding process.
- 5.2 Acknowledgement by Bidder**
It shall be deemed that by submitting a Bid, the Bidder has: -
- a) made a complete and careful examination of RFP document as well as other information required.
 - b) received all relevant information from BSCL.
 - c) accepted the risks of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of BSCL relating to any of the matters referred to the RFP Document.
 - d) satisfied itself about all matters, things and information herein above necessary and required for submitting an information Bid, execution of the License Agreement in accordance with the Bidding Documents and performance of all of its obligations there under.
 - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits etc. from BSCL, or a ground for termination of the License Agreement by the Licensee.
 - f) acknowledged that it does not have a Conflict of Interest; and
 - g) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 5.3** BSCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to tender or the Bidding process, including any error or mistake therein or in any information or data given by BSCL.
-

5.4 Availability of Bid Document

This RFP is available on the web site <http://etender.up.nic.in> and/or on Bareilly Smart City website www.nagarnigambareilly.com to enable the Bidders to view, download the e-Bid document (RFP) and submit e-Bid online up to the last date and time mentioned in this RFP & NIT or *in corrigendum and addendum (if any)*.

5.5 Bid Processing Fee

The Bidder shall have to pay e-Bid processing fee through RTGS/ NEFT mode only in the designated bank account as per details given in *NIT*. Bid processing fee of **Rs.11,800/-** shall only be payable for one time & it is **Non-Refundable**. The scanned copy of RTGS/ NEFT with transaction ID certified by the same bank must be enclosed along with the e-Bid. E-Bid without Bid fees in the prescribed form will not be accepted.

5.6 Bid Security/Earnest Money Deposit (EMD)

- a) The bidder shall furnish, as an essential part of its e-Bid, an e-Bid Security/ EMD amount as mentioned below for intended space(s) for Commercial center. EMD for the project is Rs 8 lakhs

The EMD must be deposited in the bank account detailed in the NIT through online mode only i.e., through RTGS/NEFT/BG/FDR etc. The scanned copy of RTGS/NEFT receipt of e-Bid Security/EMD with transaction Id certified by the same bank must be enclosed along with the e-Bid. E-Bid submission without requisite Earnest Money Deposit in the prescribed form will not be accepted.

- b. *Any e-Bid not secured in accordance with the above shall be treated as non-responsive and rejected by BSCL.*
- c. Unsuccessful Bidder's EMD will be returned within 45 days after conclusion or discharge of the tender.
- d. No interest will be paid by the BSCL on the Earnest Money Deposit.
- e. The successful Bidder's e-Bid EMD will be adjusted with Interest Free Security Deposit/ or with 1st Advance License Fee (as the case may be).
- f. The EMD may be forfeited if Bidder
- (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the 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.
 - (iv) In case of a successful Bidder, if the Bidder *either not accept the NOA* or fails to sign the License Agreement with the *BSCL* within stipulated time.

5.7 Cost of Bidding: -

The bidders shall be responsible for all the costs associated with the preparation of their Bids and participation in the Bidding process. BSCL shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding process.

5.8 Conflict of Interest

The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if a constituent of such bidder is also a constituent of another bidder.

5.9 Bidder shall undertake that they have not been banned from business as per annexure of RFP.

5.10 Site Visit and verification of Information: -

Bidders are advised to submit their respective Bids after visiting site and ascertaining themselves with the conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to Space, handling and storage of materials, weather, data, applicable laws and regulations and any other matter considered relevant by them. Interested/Potential bidders are requested to be present as per details mentioned in NIT for site visit of the tendered/offered space.

5.11 Pre-Bid Meeting

Any queries or request for additional information concerning this RFP Document *by the potential bidder* shall be submitted in writing or by fax and by e-mail- ceo.bscl01@gmail.com to the CEO, BSCL only before or during Pre-Bid Meeting held at BSCL office or upto the date mentioned in NIT or in any corrigendum/addendum. The responses will be posted to such queries (if any) on the official website <http://etender.up.nic.in>. BSCL reserves the right not to respond to any query (ies) or provide any clarifications, in its sole discretion, and nothing in this case shall be taken or read as compelling or requiring BSCL to respond to any question or to provide any clarification.

5.12 Amendment of e-Bid Document

- a) At any time prior to the deadline for submission of e-Bid, BSCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP/Tender Document by amendments (addendum/corrigendum). Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> or BSCL's website www.nagarnigambareilly.com. The relevant clauses of the RFP/Tender Document/License Agreement shall be treated as amended accordingly and *at later stage, this amendment can be suitably incorporated in the License Agreement (if required)*.
- b) It shall be the sole responsibility of the prospective Bidder to check the web site <http://etender.up.nic.in> and BSCL's website www.nagarnigambareilly.com from time to time for any amendment in the RFP Document. In case of failure to get the amendments, if any, BSCL shall not be responsible for it.
- c) In order to allow prospective *bidders* a reasonable time to take the amendment into account in preparing their e-Bids, BSCL, at its discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in>

or BSCL's website www.nagarnigambareilly.com.

5.13 Preparation and submission of Bids

a) Language of e-Bid

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and BSCL shall be written in English language. Only English numerals shall be used in the e-Bid. The correspondence and documents in any other language must be accompanied by transcripts verified by the Embassy of Home Country or equivalent.

b) Documents constituting the e-Bid form

The e-Bid prepared by the Bidder shall comprise of the Technical Bid & Financial Bid.

c) Technical e-Bid- Technical e-Bid will comprise of -

(i) Fee Details – Appropriate Bid processing fee/tender Document Cost & applicable EMD must be paid. The scanned copy of RTGS/ NEFT with transaction ID certified by the same bank must be enclosed along with the e-Bid **(Mandatory submission)**

(ii) Eligibility details – Copies of following documents must be submitted in PDF format in support of the eligibility of the Bidder justifying that bidder is qualified to perform the Contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the RFP Document/License Agreement.

Bidder must Upload/submit

a) a copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years i.e. financial Years **(2020 - 21, 2021 - 22, 2022 – 23 or 2023-24)**. In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/chartered accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared" **(Mandatory submission)**.

b) Self-attested copy of Letter of incorporation and Memorandum and Article of Association showing objectives of the Company/affidavit in case of Sole Proprietorship, Partnership deed along with

- partnership registration certificate in case of Partnership Firm (including LLP), **(Mandatory Submission)**
- c) Self-attested copy of PAN card of the company/firm/Partnership **(Mandatory submission).**
 - d) Self-attested copy of the GST registration **(Mandatory submission).**
 - e) Self-attested copy of ITR of the last three financial years **(Mandatory submission).**
 - f) Letter of Proposal Submission as per **Annexure-2 (Mandatory submission).**
 - g) Firm Details as per **Annexure-3 (Mandatory submission).**
 - h) Capability Statement as per **Annexure-4 (Mandatory Submission)**
 - i) Financial Capability Details as per **Annexure-5 (Mandatory submission).**
 - j) Memorandum regarding quoted rate open as per **Annexure-6 (Mandatory submission).**
 - k) Undertaking regarding not blacklisted/banned/pending litigations/surrendered contracts/ etc. as per **Annexure-7 (Mandatory submission).**
 - l) Power of Attorney as per **Annexure-8 (Mandatory submission).**
 - m) Statement of Legal Capacity as per **Annexure-9 (Mandatory submission)**
 - n) Salable Form for Tender Document as per **Annexure-10 (Mandatory Submission)**
 - o) Declaration of Refund of Earnest Money as per **Annexure-11 (Mandatory Submission)**
 - p) **Annexure – 12 (Not applicable)**
 - q) Bid Offer/ BOQ (Format) as per **Annexure-13 (Mandatory Submission through BOQ in XLS format)**
 - r) Proforma for query (ies) asked against the RFP Documents' Terms & Conditions as per **Annexure-14**
 - s) Undertaking For Downloaded RFP/Tender Document as per **Annexure-15 (Mandatory Submission)**
 - t) Bid Details as per **Annexure-16 (Mandatory submission).**
 - u) The bidder shall enclose with their Bid a self-undertaking stating that all necessary supporting documents, including audited accounts and financial statements, certificate(s) from its statutory auditors have been provided/submitted. Above mentioned documents needed for technical evaluation of e-Bid. The bidders who fulfill the criteria mentioned at Chapter-3 (Clause 3.1, 3.2 & 3.3) and also submit the above documents & fulfill the criteria, considered as technically qualified subject to evaluation, verification & satisfaction by BSCL.
- (d) **Financial e-Bid** –Financial e-bid will comprise of Price bid – Bill of Quantities in XLS format to be filled in after downloading from the e-Procurement website for this e-tender (<http://etender.up.nic.in>). The bidder can bid for any one or more than one or for all offered spaces as

per their choice and fulfilling the eligibility criteria. The bidder should quote their financial bid against each offered space as per their choice and fulfilling the eligibility criteria. The selection for each offered space will be on sum of technical and financial score for the particular offered space. *Financial Quote should be 1st year License Fee in terms of Annual License Fee* in figures and words both. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

5.14 E-Bid form

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the e-Bid document.

5.15 E-Bid Currency

Prices shall be quoted in Indian Rupees only.

5.16 Formats and signing of e-Bid

- a. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.
- b. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The letter's authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.
- c. Bidders should provide all the information as per the RFP and in the specified formats as per annexures. BSCL reserves the rights to reject/treat non-responsive any Bid that is not in the specified formats of annexures.
- D 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.

5.17 Deadline for submission of e-Bid

E-Bid (Technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic.in> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). BSCL may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of BSCL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

5.18 Preparations & Submission of e-Bid

- a) The bidders who have downloaded the RFP/tender Document from the website <http://etender.up.nic.in> should carefully note the following: -
 - i) the bidders should ensure that the complete RFP Document has been downloaded.

- ii) In case of any correction/addition/alteration/omission in the Tender Document observed at any stage, the bid shall be treated as non-responsive and shall be rejected out rightly.
 - b) The e-bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the e-Bid online in response to this e-Bid published by BSCL.
 - c) Bid submission can be done only from the bid submission start date and time till the bid submission end date and time given in the e-Bid. Bidders should start the bid submission process well in advance so that they can submit their e-Bid on time.
 - d) The Bidder should submit their e-Bid considering the server time displayed in the e- procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bidschedule.
 - e) Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.
- d. The Bidders have to follow the following instructions for submission of their e-Bid:**
- f. The prospective/intending bidder must be registered on e-tendering portal <http://etender.up.nic.in>. Those who are not registered on e-tendering portal required to be registered beforehand. The Bidders must obtain a user login Id and password by registering themselves with U.P. Electronics Corporation Ltd., Lucknow if they have not done so previously for registration. After registration the bidder will get user ID and password. On login, Bidder can participate in Tendering Process and can witness various activities of the process.
 - g. The authorized signatory of intending bidder, as Power of Attorney (POA), must have valid Class II or Class III certificates with signing key usage digital signature. The RFP Document can only be downloaded or uploaded using Class II or Class III Certificates with signing key usage digital signature of the authorized signatory.
 - h) In addition to the normal registration, the Bidder has to register with his/her digital signature certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering for the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.
 - i) 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 given above even before the e-Bid submission date starts. BSCL shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.

- j) The Bidder can search for active Bids through “search active tenders” link, select a Bid 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 Bid, for which the Bidder intends to e-Bid, from “My tenders” folder, the Bidder can place his/her e-Bid by clicking “pay offline” option available at the end of the view Bid details form. Before this, the Bidder should download the e-Bid document and price schedule/bill of quantity (BOQ) and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).
- k) After clicking the ‘pay offline’ option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid processing fee and EMD offline payment details. After entering and saving the Bid Processing Fee and EMD details form so that “bid document preparation and submission” window appears to upload the documents as per technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets given in the Bid details. The details of the RTGS/NEFT should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- l) Next the Bidder should upload the technical e-Bid documents for fee details (e-Bid processing fee and EMD), Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate 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/XLS files already prepared and stored in the Bidder’s computer. The required documents for each document label of technical (fee details, qualification details, e-Bid form and technical specification details) and financial (e-Bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files foreach label.
- m) The Bidder should click “Encrypt” next for successfully encrypting and uploading of required documents. During the above process, the e-Bid document are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC’s of the bid openers to ensure that the e-Bid documents are protected, stored and

opened by concerned bid openers only.

- n) After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid 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.
- o) BSCL reserves the right to cancel any or all e-Bids without assigning any reason.

5.19 Late e-Bid

- a. Bids received by BSCL after the specified time of the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
- b. 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 submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- c. Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. 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 is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

5.20 Withdrawal and resubmission of e-Bid

- a. At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing *the e-Bid*, 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 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.
- b. No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder’s e-Bid EMD.
- c. The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid 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.

- d. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- e. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

5.21 BSCL's right to accept any e-Bid and to reject any or all e-Bids.

- a. Notwithstanding anything contained in this e-Bid, BSCL reserves the right to accept or reject any e-Bid and to annul the Selection Process and reject all e-Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- b. BSCL reserves the right to reject any e-Bid, if at any time, a material misrepresentation is made or uncovered, or the Bidder does not provide, within the time specified by BSCL, the supplemental information sought by BSCL for evaluation of the e-Bid.
- c. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification /rejection occurs after the e-Bid have been opened and the highest-ranking Bidder gets disqualified / rejected, then the BSCL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of BSCL, including annulment of the Selection Process.

5.22 Period of validity of e-Bid

- a. e-Bid shall remain valid for **180 days** after the date of e-Bid opening prescribed by BSCL. An e-Bid valid for a shorter period shall be rejected by BSCL as non-responsive.
- b. In exceptional circumstances, BSCL may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing.

5.23 Clarifications of e-Bid

During evaluation of e-Bid, BSCL may, at its discretion, ask the Bidder for a clarification regarding his/her e-Bid. The request for clarification shall be in writing. Non-response/reply of clarifications asked within stipulated time period may lead to rejection of e-bid/treated as non-responsive bid.

5.24 Correspondence with the Bidder

- a. Save and except as provided in this e-Bid, BSCL shall not entertain any

correspondence with any Bidder or its Technical Partners in relation to acceptance or rejection of any e-Bid.

- b. No Bidders or its Technical Partners shall contact BSCL on any matter relating to his e-Bid from the time of e-Bid opening to the time contract is awarded.
- c. Any effort by the Bidder or by its Technical Partners to influence BSCL in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his e-Bid.

- 5.25** Notwithstanding anything to the contrary contained in this RFP document, the detailed terms specified in the draft license agreement shall have overriding effect, provided, however, that any conditions or obligations imposed on the bidder hereunder shall continue to have effect in addition to its obligations under the license agreement.
- 5.26** The bidders are advised to keep in constant touch with e-tendering portal <http://etender.up.nic.in> for updates and addendum/corrigendum (if any).
- 5.27** In case of any grievance/complaints regarding this tender, the prospective bidders are advised to contact:-

Chapter 6

LICENSE PERIOD AND TERMINATION OF AGREEMENT

- 7.1 **License Period:** The License Period is of 30 Years. The License Period shall commence immediately after the expiry of a fitment period of **180 days** from the date of handover of the Bare Space. The Bare Space shall be handed over within seven (07) days from the date of receipt of full payment as stipulated in the Notice of Award.
- 7.2 **Extension of License Period:** The License Period shall be further extendable, subject to the sole discretion of the BSCL. If BSCL agrees to grant an extension, the duration of the same shall be decided by the mutual consent of the Parties. In case the BSCL denies extension of the License Period, the Successful Bidder shall not be entitled to seek any compensation or claim otherwise, in this regards.
- 7.3 **Execution of License Agreement:** The License Agreement shall be executed within 30 days of the date of handover of Bare Space.
- 7.4 **Termination of License Agreement during Lock-in Period:** If so desirous, the Licensee may surrender the License and terminate the License Agreement before the expiry of the Lock-in period of **three (03) years** by serving upon the BSCL a Notice of Termination. Upon exercise of such option, the License Agreement shall be deemed to stand terminated on the date mentioned in such Notice of Termination, subject to confirmation by the BSCL.
- 7.5 **Non-refund of Interest Free Security Deposit/Performance Security:** It is agreed upon by and between the Parties that if the Licensee exercises the option to terminate hereunder Clause 7.4, the Interest Free Security Deposit/Performance Security shall stand forfeited in favour of the BSCL. The BSCL shall be entitled to adjust against the said Deposit any and all balance outstanding dues of the Licensee, payable to the BSCL. **No grace period shall be provided to the Licensee in such a case.** In the event, the balance outstanding dues exceed the amount of the Interest Free Security Deposit/ Performance Security, the same shall be recoverable from the Licensee before it is permitted to remove/vacate their establishments/installations/fixtures from the complex. Upon failure to pay the balance outstanding dues, the BSCL shall be entitled to seize the property/goods of the Licensee at a zero/nil value of the Licensee. Upon such seizure, the BSCL shall be free to dispose of the said property/goods in whatsoever manner it deems fit. It is agreed that the Licensee shall have no claim for compensation or claim otherwise, in this regard.
- 7.6 **Termination of License Agreement after expiry of Lock-in period :** The Licensee shall have an option to terminate the License Agreement after the expiry of the Three (03) year Lock-in period, by serving a three months prior Notice of Termination upon the BSCL. It is further provided that the Notice of Termination herein may be served upon the expiry of 2 years 9 months of the Lock-in period, however, the License Agreement shall stand terminated only after the expiry of the Lock-in period of Three (03) years.

- 7.7 Refund of Interest Free Security Deposit/Performance Security :** It is agreed upon by and between the Parties that if the Licensee exercises the option to terminate hereunder Clause 7.6, the Interest Free Security Deposit/Performance Security shall be refunded to the Licensee after adjustment of the balance outstanding dues, if any, payable on the part of Licensee. In the event, the balance outstanding dues exceed the amount of the Interest Free Security Deposit/ Performance Security, the BSCL may recover the same from the other license agreements of the BSCL. It is also agreed that any balance outstanding dues shall be recoverable from the Licensee before the Licensee is permitted to remove their installations/fixtures/establishment(s). If the Licensee fails to pay the balance outstanding dues, the BSCL shall be entitled to seize their property at zero/nil value and dispose of the same in whatsoever manner as it deems fit. It is agreed that the Licensee shall have no claim for compensation or claim otherwise, in this regards.
- 7.8 Vacation of Bare Space :** Upon the expiry of the three months notice period under Clause 7.6, the Licensee may avail a further grace period of 30 days to remove their establishment(s)/installations/fixtures etc. from the Bare Space. It is, however, agreed that all utilities (if any) shall be disconnected/discontinued immediately after the expiry of the three months notice period.
- 7.9 Termination of License Agreement without proper notice :** If the Licensee is desirous of terminating the License Agreement after the expiry of the Lock-in period but without serving any Notice of Termination or a Notice of Termination shorter than Three (03) months, the License Agreement shall be deemed to stand terminated upon the completion of such improper notice period.
- 7.10 Refund of Interest Free Security Deposit/Performance Security in cases of termination by improper notice :** If the Licensee exercises the option to terminate hereunder Clause 7.9, the Interest Free Security Deposit/Performance Security shall be refunded to the Licensee after adjustment of the license fee for the period shorter than the required Three (03) months notice period and the balance outstanding dues, if any. In the event, the balance outstanding dues exceed the amount of the Interest Free Security Deposit/ Performance Security, the BSCL may recover the same from the other license agreements of the BSCL. It is also agreed that any balance outstanding dues shall be recoverable from the Licensee before the Licensee is permitted to remove their installations/fixtures/establishment(s). If the Licensee fails to pay the balance outstanding dues, the BSCL shall be entitled to seize their property at zero/nil value and dispose of the same in whatsoever manner as it deems fit. It is agreed that the Licensee shall have no claim for compensation or claim otherwise, in this regards. Upon the expiry of the improper notice period under Clause 7.9, the Licensee may avail a further grace period of 30 days to remove their establishment(s)/installations/fixtures etc. from the Bare Space. It is, however, agreed that all utilities (if any) shall be disconnected/discontinued immediately after the expiry of the improper notice period.

- 7.11 Right of BSCL to terminate the License Agreement on Operational Ground :** It is agreed by and between the Parties that the BSCL reserves the right to terminate the License Agreement on operational grounds by serving upon the Licensee a Forty-Five (45) days advance Notice of Termination on operational ground. If and when the BSCL exercises its rights hereunder, the License Agreement shall stand terminated upon the expiry of the Forty-Five (45) days' notice period. In such an event, the advance license fees deposited by the Licensee for the balance/advance period (if any) shall be refunded on a pro-rata basis, without consideration of any interest. Further, the Interest free Security Deposit/Performance Security shall also be refunded after adjusting the balance outstanding dues payable by the Licensee to the BSCL, if any. It is agreed that the Licensee shall have no claim for compensation or claim otherwise, in this regards. It is further agreed that all utilities (if any) shall be disconnected/discontinued immediately after the expiry of the Forty-Five (45) days notice period. Upon the expiry of the 45 days notice period, the Licensee may avail a further grace period of 15 days to remove their establishment(s)/installations/fixtures etc. from the Bare Space, failing which the said installations/establishments/fixtures etc. shall become the sole property of the BSCL at a zero/nil value.
- 7.12 No partial termination of License Agreement or surrender of Bare Space in part :** It is agreed upon by and between the Parties that under the present License Agreement or part of the licensed space/area which has been handed over to the Licensee by BSCL shall be permissible during the currency of the License Agreement.
- 7.13** The termination of the License Agreement shall neither release either Party from its obligation to pay any sums which are outstanding as on the date of termination of Agreement nor shall it release either Party from the obligation to perform or discharge any liability that had been incurred prior thereto.

CHAPTER 8**LICENSE FEE, PAYMENT TERMS & NON-PAYMENT OF DUES**

- 8.1 **Payment of Reserve/Upset Price:** The Reserve/Upset Price shall be finalized with the Licensee at the time of execution of the License Agreement. The Licensee agrees to make payment of 50 per cent of the Reserve/Upset Price at the time of issuance of the Letter of Intent and prior to the execution of the License Agreement. It is further agreed that 25 per cent of the Reserve/Upset Price shall be payable by the Licensee after 1 year from date of execution of the License Agreement and balance 25 per cent shall become payable by the Licensee after 2 years from the date of execution of the License Agreement. The Licensee shall be liable to make the aforesaid payment which is free from all claims, demands, set offs and counter claims of any kind against the BSCL.
- 8.2 **Payment of License Fee:** It is agreed upon between the Parties that the Licensee shall be liable to pay to the BSCL the Annual License Fee finalized with the Licensee at the time of execution of the License Agreement. The Annual License Fee shall be payable on a quarterly basis. It is further agreed that the Annual License Fee shall be escalated by 10 per cent (Ten Percent) every year on a compounding basis. The Licensee shall be liable to make the aforesaid payment which is free from all claims, demands, set offs and counter claims of any kind against the BSCL.
- 8.3 **Schedule of Payments :** The payment schedule inclusive of taxes thereon shall be on an annual basis. All payments shall be made on or before the due date of payment. In this regards, the Licensee agrees voluntarily and unequivocally to make all payments to the BSCL as may be due on or before the due date, without waiting for any formal advice/invoice/demand notice from the BSCL. The Licensee also voluntarily agrees to collect the invoice from the Authorized Representative of the BSCL after making the due payments. The Licensee agrees that failure to collect receipt of payment shall not be a consideration for any delayed payments or non-payment of dues.
- 8.4 **Mode of payment of License Fee :** It is agreed by the Licensee that it shall make the payment of the License Fee to the BSCL preferably by electronic mode, i.e., by RTGS/NEFT in the designated bank account of the BSCL after obtaining the prior approval of the BSCL and complying with the laid down procedure. It is also agreed that whenever the Licensee makes any payments, it shall submit the details of the same to the BSCL. In the case of non-submission of such details, the amounts paid by the Licensee shall be adjusted towards the third-party dues (statutory dues/liabilities) then other dues/liabilities such as electricity dues (if any), etc., shall be adjusted, and lastly the amounts paid shall be adjusted towards the dues of License Fee.
- 8.5 **Non-payment of License Fee and other dues :** It is hereby stipulated that non-payment of License Fee and/or other dues payable by the Licensee shall constitute a Material Breach of Contract/Event of Default which shall entitle the BSCL to terminate the License Agreement as per the provisions stipulated in the same.

- 8.6 **Delay in payment of License Fee and other dues :** It is further stipulated that any delay on part of the Licensee in making payment of the License Fee and/or other dues shall also constitute a Material Breach of Contract/Event of Default and in such case, the Licensee shall be liable to pay interest at the rate of 18 per cent per annum on the outstanding amount of License Fee and/or other dues, for each day of delay till such payment is made.
- 8.7 **Issuance of Demand Notice on default to make payment:** In the event the Licensee fails to make payment of the License Fee and/or other dues on or before its due date, the BSCL shall issue a 15 days demand notice to the Licensee to pay the due amount.
- 8.8 **Termination of License Agreement:** In the event the Licensee fails to make the payment within the 15 days' notice period the BSCL shall have the right to terminate the License Agreement by issuing a Thirty (30) days' advance Notice of Termination and forfeit the Interest Free Security Deposit/Performance Security, which shall be put towards the adjustment of the outstanding dues, in addition to taking action available to the BSCL under the License Agreement and/or as per law. Upon issuance of such Notice of Termination by the BSCL, the License Agreement shall be deemed to stand terminated on the date of issuance of such Notice.
- 8.9 **Automatic termination of the License Agreement:** In no case, due payments to the BSCL shall be allowed to remain outstanding and unpaid for a period of more than 60 days. If at any stage, the dues remain unpaid and outstanding for the period of more than 60 days, the License Agreement shall stand automatically terminated without the requirement of any advance notice to the Licensee and the Interest Free Security Deposit/Performance Security and Advance License Fee received, if any, shall stand forfeited in favour of the BSCL after adjustment of any dues payable to BSCL by the Licensee. The Licensee shall be required to remove their installation/fixtures/establishment (if any) immediately thereafter within three (03) days of issue of notice of such termination by the BSCL.
- 8.10 **Discontinuation of utilities upon termination of License Agreement:** Upon issuance of Notice of Termination, utilities (if any) including supply of electricity shall be disconnected/discontinued on the expiry of the 15th day of the 30 days advance notice period for termination of contract. Any representation or any request by the Licensee in this regard shall only be entertained if the Licensee deposits the entire amount of outstanding dues before the 16th day of the 30 days' advance notice period for termination of contract, along with a written request in the matter.
- 8.11 **Vacation of Premises after termination of License Agreement:** The Licensee shall vacate the Bare Space within **Thirty (30)** days from the date of termination of the License Agreement. The Licensee is required to submit proof of vacation of Bare Space in the form of a certificate from the Authorized Representative/Official of the BSCL official along with photographic evidence. Any claim of vacation/non-vacation of Bare Space without the endorsement of the Authorized Representative/Official of the BSCL as stipulated herein above shall not be entertained.

Chapter 9

Interest Free Security Deposit/Performance Security

- 9.1 **Mode of Payment:** It is agreed that the Licensee shall pay to the BSCL in advance, and prior to the execution of the License Agreement, an Interest Free Security Deposit/Performance Security equivalent to 10 per cent of 2 years License Fee (@ Ten Percent of Total License Fee Payable). The said Security shall be payable within 30 days from the Letter of Acceptance issued by the Licensee and shall be accepted in the form of a Demand Draft or an unconditional and irrevocable Bank Guarantee Bond issued by a scheduled commercial bank in favour of BSCL Ltd. The Bank Guarantee must be issued by a bank branch located in the Bareilly region only. If required, the Bank Guarantee shall be extended and renewed in advance before the expiry of existing Bank Guarantee in favour of BSCL valid for the entire License Period plus Six (06) months, failing which the previous Bank Guarantee shall be invoked and encashed by BSCL without any prior intimation to the Licensee. The Bank Guarantee must also be kept alive/ renewed further, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and encashed by BSCL without any intimation to the Licensee.
- 9.2 **Adjustment of Earnest Money Deposit against Interest Free Security Deposit/Performance Security:** The amount of the Bid Security (Earnest Money Deposit) paid by the Licensee shall be adjusted in the Interest Free Security Deposit/Performance Security/First payment of Advance License Fee (as the case may be).
- 9.3 **Refund of Interest Free Security Deposit/Performance Security:** The Interest Free Security Deposit/Performance Security will be refunded after the successful completion of the License Period, subject to adjustment of any outstanding dues. In cases of termination of License Agreement during or after the expiry of the Lock-in period or in the case of improper notice, the provisions of Chapters 7 and 8 shall govern the refund of the Interest Free Security Deposit/Performance Security.
- 9.4 **Right to deduct dues from Interest Free Security Deposit/Performance Security :** The BSCL reserves the right to deduct its dues payable by the Licensee from the Interest Free Security Deposit/Performance Security for –
- (i) Any penalty imposed by BSCL for violation of any terms and conditions of agreement committed by the Licensee.
 - (ii) Any amount which BSCL becomes liable to the Government / Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
 - (iii) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
 - (iv) Any outstanding payment/ claims of BSCL remained due after completion of relevant actions as per agreement.

- 9.5 **Obligation of Licensee to replenish the Interest Free Security Deposit :** It is agreed upon by the Licensee that if and when the BSCL deducts any amounts in terms of Clause 9.4 hereabove, the Licensee shall replenish the Interest Free Security Deposit/Performance Security to the extent the amount is debited within 15 days period after intimation of such debit, failing which, it shall be treated as a Licensee Event of Default and will entitle BSCL to deal with the matter as per the provisions of the present RFP the and License Agreement.

Chapter 10

Taxes and Other Statutory Dues

- 10.1 **Liability to pay tax, levies, etc.** : It is agreed by the Licensee that all tax, levies, costs, etc., including GST and other taxes shall be borne by the Licensee as applicable from time to time, in addition to the Annual License Fee payable.
- 10.2 **No liability to pay property tax** : The property tax payable, if any, on the Tendered Space shall be borne by the BSCL.
- 10.3 **Liability to indemnify BSCL against liabilities of statutory dues** : The Licensee shall indemnify BSCL from any claims that may arise from the statutory authorities in connection with this License. It is agreed upon by the Licensee that all other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the Annual License Fee for onward remittance to the concerned Government/Authority/Local Body, etc. In case of failure to remit, the BSCL shall be free to recover the same from the Interest Free Security Deposit/Performance Security. In this regards, the Licensee shall not claim any compensation/refund/restitution or claim otherwise from the BSCL.
- 10.4 **Obligation to pay duties/fee/levies, etc.** : The Licensee and their personnel shall pay such direct, duties, fee, levies and/or any other impositions levied under the Government of India Act.
- 10.5 **Obligation to pay stamp duty** : The Licensee agrees to borne the stamp duty payable, if any, upon the execution of the License Agreement.

Note : Bareilly - Greater Corridor of BSCL Ltd. is operated in the State of Uttar Pradesh and it is advised that licensee preferably should have GST Registration for State of Uttar Pradesh for claiming GST input credit.

Chapter 11

Development, Maintenance and Operation of Licensed Space

- 11.1 Obligation to develop the Bare Space:** Under the License Agreement, the Licensee shall have the rights to utilize the Bare Space for any commercial purpose except for the banned usages/negative list as given in Annexure of the present RFP, subject to the terms and conditions as specified by the BSCL. The Licensee is obligated and permitted to carry out development, including creation of structures (temporary structures only) and partitions, interior design works along with installation of infrastructure for utilities like power supply, water supply, toilets, drainage system, HVAC, fire protection system, telecommunication system, etc. provided that:
- a) All the development work on the Bare Space shall duly adhere to the provisions of the Applicable Laws including and in particular the prevalent Building Bye-Laws and specified guidelines/requirements of competent Authorities and as per BSCL specifications. The Licensee undertakes to indemnify the BSCL against any penalty imposed for the violation/deviation of the same.
 - b) The Licensee is permitted to only construct temporary structures in pursuance of the development of the Bare Space. It is also stipulated that any and all such construction shall be in conformity with the relevant Standard Building Codes and good industry practice.
 - c) It shall be the Licensee's sole responsibility to obtain all necessary clearances/approvals/sanctions from the BSCL and other competent civic authorities for development/modifications/installations, etc. The BSCL shall only provide assistance wherever possible without any legal or binding obligation to do so.
 - d) It shall be the Licensee's responsibility to obtain a Fire NOC from the concerned Fire Department for the aforesaid development work as per the relevant BIS Code of Practice and norms of the BSCL and from concerned Fire Services for the usage of the Bare Space at their own cost.
 - e) The Licensee shall ensure that, in pursuance of any and all development works under the License Agreement, no structural damage is caused to the existing building structure and other permanent structures as a result of such works.
 - f) The Licensee shall be responsible for the safety, soundness and durability of the development work undertaken by the Licensee including that of the other structures forming part thereof.
 - g) The facilities and works being undertaken or installed, shall not in any manner affect, hinder or interfere with the free movement of the users/commuters. No surplus construction machinery and material, including any hazardous material and wastes shall be left at any place in the site.
 - h) No material shall be stored or kept outside the site or in common area meant for movement of persons/commuters. Any special cleaning or drain clearance necessary as a result of the alteration works shall be carried out by Licensee at their own cost.

- i) The Licensee may deploy security staff at their own cost for the safety of licensed space.
- j) The Licensee shall bear all risk & cost and consequences of this development work in Licensed Space.
- k) On completion of development work, the Licensee shall furnish “As Built Drawings” of the premises including details of services along with all permissions/ approvals taken from the concerned departments (if any).
- l) The Licensee is expected to apply & obtain all necessary approvals/ permissions timely to complete all development activities within specified fitment period of **180 days** from handing over the site. For any delay in completion of work, BSCL shall not be responsible. In any case, the License Fee shall become chargeable after the specified fitment period.

11.2 Obligation to operate and maintain the Bare Space: It is agreed by the Licensee that :

- a) The Licensee shall be allowed to use the Bare Space for all commercial activities other than those mentioned in list of banned usages placed at **Annexure-B** but only after obtaining prior written approval of BSCL.
- b) The Licensee shall keep and maintain the Licensed Space in neat & clean, safe & sound by maintaining it properly at their own cost during the License Period. The Licensee shall bear the cost of minor day-to-day repairs; annual refurbishing and routine special repairs required due to normal wear & tear with the efflux of time or due to planning/ constructional defects remained during development of the Bare Space. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency.
- c) The Licensee shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of BSCL’s electrical inspectors/ authorized representative shall be complied by the licensee at their own cost. The licensee shall make all the electrical provision as per guidelines of concerned authority.
- d) The Licensee shall ensure that fire detection and suppression measures installed inside their premises are kept in good working condition at all times. The Fire extinguishers must be regularly checked & refilled and must be visible & easily accessible at all times of emergency. The Licensee’s staff must be capable of addressing the safety issues during any emergency including operation of fire extinguisher.
- e) In case of any accident caused due to negligence of the Licensee resulting into injury/ death to BSCL employees/ other users/ any person or loss to BSCL property, Licensee shall compensate the loss(es), without prejudice to other actions under this Agreement at the sole discretion of BSCL, including termination of Agreement. The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the

instruction issued by BSCL fire officer, electrical inspector, Security officer or their authorized representatives from time to time.

- f) The overall control and supervision of the premises shall remain vested with BSCL who shall have right to inspect the whole or part of the licensed spaces as and when considered necessary, with respect to its bona-fide use and in connection with fulfillment of the other terms and conditions of the license agreement.
 - g) The Licensee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer & other officials of BSCL for inspection of Licensed Space or for repair of BSCL utilities passing through the Licensed Space at any time and to abide by and comply with all instructions as may be indicated by the fire officer & other officials. If any fixtures or utility relating to operation of the Commercial complex is running through the licensed area, proper protection as advised by BSCL shall be done by Licensee.
 - h) Licensee and their employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of Metro Operations, passenger safety, safety of BSCL properties and its assets.
 - i) The Licensee and their authorized representatives including their sub-licensees or their further authorized representatives shall have free access to the licensed spaces at all the times.
- 11.3 **Permission for construction of mezzanine floor (if any)** : It is agreed upon by the Licensee that it shall be the sole discretion of BSCL and as per site feasibility to allow construction on a mezzanine floor. If for any reason, the BSCL does not allow the same, the Licensee shall not be entitled to seek any compensation or claim otherwise in this regards.

Chapter 12

Penalties

- 12.1 **Right to impose fine/penalty** : It is agreed by the Licensee that the BSCL may impose a fine up to Rs. 10,000/- upon the Licensee for each instance of the following offences :

i.	Any staff of Licensee found in drunken condition/ indulging in bad conduct.
ii.	Any staff of the Licensee found creating nuisance.
iii.	Improper maintenance & defacement of the Property.
iv.	Dishonor of drafts and Cheques given by Licensee in favour of BSCL. Cheques will be accepted only in emergent circumstances and with prior approval of HOD level official of BSCL.
v.	Misbehavior with staff and commuters of BSCL./ Nagar Nigam Bareilly
vi.	Not following safety and security norms as may be indicated by authorized representative of BSCL / Nagar Nigam Bareilly.
vii.	Any staff of the Licensee found without uniform and ID Card and/or found creating nuisance on duty.
viii.	Not following the instructions issued by BSCL authorities from time to time
ix.	Any other offence(s) which deemed fit by BSCL for imposing penalty

- 12.2 The option to impose such fine, penalty, etc. under this License Agreement shall be exercised by BSCL official not below the rank of Dy. HOD.
- 12.3 It shall be the sole responsibility of the Licensee to maintain law & order in its licensed premises. BSCL shall, in no way, will be responsible/accountable of any mis-happening in the premises given in license basis to licensee.

Chapter 13

Breach of Contract and Event of Default

- 13.1 Material Breach of Contract / Event of Default:** It is agreed upon by the Licensee that the events, including but not limited to the following, shall be considered a Material Breach of Contract by the Licensee resulting in a Licensee's Event of Default:
- a) If the Licensee is found guilty of persistently breaching the stipulations of the License Agreement and using the Bare Space for any purposes which are banned as per ANNEXURE B of the present RFP.
 - b) If the Licensee fails to perform or discharge any of its obligations in accordance with the provisions of the License Agreement, unless such failure is attributable to a Force Majeure Event, or due to reasons solely attributable to the BSCL without any contributory factor from the Licensee.
 - c) If at any time during the subsistence of the Agreement, there is non-conformity to the Agreement or any time during the Agreement, the Licensee indicates its unwillingness to abide by any clause of this Agreement or repudiates the Agreement.
 - d) If the Licensee fails to pay the Annual License Fee and any other amounts due to BSCL within the stipulated time period.
 - e) If the Licensee is in persistent non-compliance of the written instructions of a BSCL officials.
 - f) If the Licensee or any of its representatives cause an incident or accident that results in injury or death of BSCL employees/commuters or loss of BSCL property.
 - g) If the Licensee makes any of the following changes in Ownership:
 - i) If the Licensee during pendency of the License Agreement becomes insolvent or is put under receivership by a competent court.
- 13.2 Consequences of a Material Breach of Contract/Event of Default :** If any of the above enumerated material breaches are committed by the Licensee, then :
- a) The BSCL shall issue a 15 days' notice to the Licensee to cure the said default. Upon failure of the Licensee to cure the default within 15 days, the BSCL shall be entitled to terminate the License Agreement with a **thirty (30) days** advance Notice of Termination, in such case the Interest Free Security Deposit shall be forfeited to BSCL as per the provisions of this License Agreement.
(For avoidance of doubt, it is clarified that the period available to the Licensee to cure the default shall be as stipulated in the present RFP and the License Agreement.
 - b) The BSCL shall issue a notice to the licensee to cure the defaults, failing which the proceedings shall be initiated as per schedule/notice period defined in the RFP/License Agreement.

- c) In other Events of Default which are not specified in the above mentioned Clause, the BSCL shall issue a **Thirty (30) days** advance Notice to the Licensee to cure the Default within the said period. If the Licensee fails to cure the Default within the said period, the BSCL shall be entitled to terminate the License Agreement, in such case the Interest Free Security Deposit shall be forfeited to BSCL as per the provisions of this License Agreement.

Chapter 14

Licensee's Rights and Obligations

- 14.1 **No right, title or interest in the Bare Space/Tendered Space** : The Licensee agrees that it shall use and occupy the Bare Space/Tendered Space only under and with the permission of the BSCL (Licensor) and shall not claim any tenancy, or any other right, title or interest in the Bare Space/Tendered Space or any part thereof. It is further agreed by the Licensee that no right, title or interest in the Bare Space/Tendered Space shall be created or shall vest in the Licensee by virtue of its use and occupation of the same. In case of breach of the said condition, the BSCL shall take strict action against the Licensee in accordance with the law.
- 14.2 **General Obligations of the Licensee** :
- a. The Licensee shall always act, in respect of any matter relating to the License Agreement/Contract or to the Services, as faithful to the BSCL Ltd., and shall at all times support and safeguard the BSCL's legitimate interests in any dealings with Sub-Licensee or third Parties.
 - b. **Standard of Performance** : The Licensee shall perform the services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology, equipment, machinery, materials and methods.
 - c. **Conflict of Interests** : The Licensee shall hold the BSCL's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 14.3 **Prohibition of Conflicting Activities** : The Licensee shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under the present License Agreement.
- 14.4 **Confidentiality** : Except with the prior written consent of the BSCL, the Licensee and the Personnel shall not at any time communicate to any person or entity any confidential information, maps, images, reports, etc. acquired in the course of the Services, nor shall the Licensee and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. This Clause shall survive even after expiry of this contract.
- 14.5 **Accounting, Inspection and Auditing** : The Licensee 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 basis thereof.
- 14.6 The Licensee's responsibilities and duties shall include the following, in addition to and without prejudice to other obligations under the License Agreement:
- a) to obtain due permits, necessary approvals, clearances and sanctions from

the competent authorities for all activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, firefighting, telecommunication, etc.

- b) to develop, operate and maintain the licensed area at all times in conformity with this Agreement.
- c) to furnish "As Built Drawings" of the premises with 30 days of completion of development work (If required)
- d) to ensure that no structural damage is caused to the existing buildings and other permanent and any structures at the licensed premises as a result of their activities or any of their agents, contractors, sub-Licensee, etc.
- e) to take all reasonable steps to protect the environment (both on and off the Licensed Space) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits.
- f) to duly supervise, monitor and control the activities of contractors, sub-licensees, agents, etc., if any, under their respective License Agreements as may be necessary.
- g) to take all responsible precautions for the prevention of accidents on or about the site and provide all reasonable assistance and emergency medical aid to accident victims.
- h) not to permit any person, claiming through or under the License, to create or place any encumbrance or security interest over whole or any part of Licensee Licensed Space or their assets, or on any rights of the Licensee therein or under this Agreement, save and except as expressly permitted in this Agreement.
- i) to keep the Licensed Space free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience to the Commuters or BSCL's activities.
- j) at all times, to afford access to the Licensed Space to the authorized representatives of BSCL, other persons duly authorized by any Governmental Agency having jurisdiction over the business of Licensed Space, to inspect the Licensed Space and to investigate any matter within their authority and upon reasonable notice; and
- k) to comply with the divestment requirements and hand over the Licensed Space to BSCL upon Termination of the Agreement.

14.7 The Licensee shall be solely and primarily responsible to BSCL for observance of all the provisions of this License Agreement on behalf of its employees and representatives and further on behalf of the sub-Licensees, their employees and agents and any person acting under or for and on behalf of the Licensee or the

sub-licensees; contractor (s) appointed for the Licensed Space as fully as if they were the acts or defaults of the Licensee, their agents or employees. The temporary structures to be installed by licensee at its own cost as per specifications, Design etc. approved by the BSCL.

14.8 Sub-Licensing: The Licensee shall be entitled to sub-license the licensed space with the prior approval of BSCL. However, for any such sub-license the following guiding principles shall be scrupulously observed: -

- a) The licensee shall be entitled to sub-license, the licensed space, during the subsistence of the License period with a clear stipulation that sub-licenses granted shall terminate simultaneously with the termination of this License Agreement, including on sooner termination of the License Period for any reason whatsoever.
- b) All contracts, agreements or arrangements with sub-licensees shall specifically stipulate this covenant of termination of the sub-licensee's rights, and further that the licensee/sub- licensee shall not have any claim or seek any compensation from BSCL for any such termination.
- c) The Licensee shall prepare a draft standard format of the sub-license agreement, which he/she/they shall be required to sign with the sub-licensees for the use of the Licensed Space based on terms and condition of License Agreement between BSCL and Licensee. The format of standard Sub-License Agreement shall be approved by BSCL before execution of any sub-license to third party. In case of any deviation from the standard sub-license agreements, the Licensee shall obtain the prior written consent and approval of BSCL before entering into an agreement with a sub-licensee. BSCL reserves the sole right not to give consent/approval to such a deviation/ request and no compensation or claim on this account shall be entertained.

14.9 The Licensee shall at all times adhere to all provisions of the BSCL and amendments thereto and shall also comply with all notices and circulars issued by BSCL in this regard.

14.10 No tenancy/sub-tenancy is being created by BSCL in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed and by/ between the parties hereto that:

- a) The Licensee shall not have or claim any interest in the said licensed space as a tenant/sub-tenant or otherwise.
- b) The rights, which Licensee shall have in relation to the said licensed space, are only those set out in this Agreement.
- c) The relationship between BSCL and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party.

Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between BSCL on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by Licensee at the said premises.

14.11 Infrastructure Services:

- a) Electricity, Air Conditioning and Fire Fighting & Fire Protection:
 - i) Licensee shall take electricity from the BSCL if requirement of electricity load is **upto 20 Kw** for the commercial development however, if electricity load requirement is **more than 20 Kw** for commercial development, the licensee have to take the electricity connection directly from the MVVNL at their own cost under the intimation to BSCL. It is well be the Licensee's responsibility to draw electric power cable to the licensed space at their own cost. Further licensee can also explore alternate source of electricity such as Solar power etc. for their requirement subject to fulfilling all the statutory guidelines and under intimation to BSCL.
 - ii) Licensee has to carry out all works for functioning of their tendered/ licensed area on their own with all cost including installation & commission of all equipments, cable laying, cable trays, hangers in cable route, and subsequent extension of power supply from BSCL electric point along with associated cabling, cable tray, earthing, internal wiring, lighting, power distribution etc.
 - iii) Licensee shall install energy efficient LED electrical lights. Use energy efficient Air-Conditioners (if required) to ensures energy conversation.
 - iv) For meeting Air Conditioning requirement for tendered / licensed space, licensee may install VRV/ package AC/ Split AC as per its own design and requirement with all cost to be borne by Licensee.
 - v) Dedicated fire alarm (if required as per norms) & control system for tendered space has to be planned and installed by licensee at their own cost as per the statutory requirement.
- b) Water Supply:
 - i) Raw water supply as per availability and feasibility may be arranged by Licensee at its own cost from the civic bodies. BSCL may also provide the water connection from its own connection subject to the availability, feasibility and on chargeable basis. The licensee will have to make their own arrangement for drawing pipelines from aforesaid point to their tendered licensed area at their own cost. Further, licensee will have to make their own arrangement for distributions of water including the installation of meters, storage and purification at their own cost after taking all necessary

approvals. The discharge of all wastes including the drainage shall also be arranged by the licensee at their own costs and in this connection, it shall follow all the directives of the local civic bodies/representative of the BSCL. The water charges shall be paid directly to the concern civic body from where connection has been taken.

ii) **Sanitary Connection:**

The Sewage Treatment Plant (STP) and Effluent Treatment Plant (ETP) if needed shall be developed, operated and maintained by the licensee at their own cost to meet their daily requirements. The responsibility to connect the developed licensed area to aforementioned STP/ ETP and from STP/ ETP to the municipal drainage/BSCL drainage (if available) solely lies with licensee subject to prior approval of BSCL/ other civic agencies.

iii) **Disposal of Waste:**

The licensee shall have to make its own arrangements for daily disposal of waste (after segregation of dry and wet waste) out of BSCL premises at the dumping sites approved by concerned civic agencies to ensure perfect cleanliness. If any kind of waste is found disposed off on BSCL land/ or premises, a penalty/fine of Rs.2, 000/- shall be imposed by BSCL for each occasion.

iv) **Telephone:**

BSCL may give permission for installation of cables for telephone/telecommunication equipment subject to technical feasibility. The instrument, cables and connection shall be obtained by the licensee from the telephone company at their own cost.

v) **Security:**

Licensee shall install CCTV cameras inside/ outside the licensed area and also arrange security arrangement for their licensed area at their own cost. Licensee hereby undertakes to indemnify BSCL against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out on this account.

vi) **Provision of Gas Bank/ PNG:**

Over and above provision of Gas Bank/ PNG is subject to availability and technical feasibility & as per guidelines as Annexure - C & prior written approval of BSCL.

Licensee agrees voluntarily and unequivocally not to seek claim, damages, compensation or any other consideration whatsoever on account of non-availability/ non provision of Gas Bank.

vii) Signage:

The Licensee shall have the right to display signage(s) of suitable size with prior written approval of BSCL for displaying their generic name of each Space. The signage may be illuminated or non-illuminated at the Licensee's option, however it shall need to confirm to all governmental laws, regulations or ordinance relevant thereto. The Licensee shall need to obtain a written approval from BSCL before putting up any form of signage and BSCL reserves the right to refuse or to suggest an alternation to the same. The size, shape, location, etc. of signage are subject to architectural controls to be issued by BSCL. However, separate space for generic signage may also be provided subject to feasibility. No commercial advertisement in any format shall be permitted in/around the Licensed Space. Any violation of above provisions shall attract a penalty of Rs. 5000/- per signage on the first occasion and Rs.50,000/- per signage on the second occasion. The persistence violation of these provisions shall constitute Licensee's event of default.

14.12 Obligations of Licensor : The BSCL agrees to provide support to the Licensee and undertake to observe, comply with and perform, subject to and in accordance with the provisions of the License Agreement.

Chapter 15

Dispute Resolution

- 15.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the License Agreement or the interpretation thereof.
- 15.2 Conciliation:** In case the Parties are unable to reach a settlement amicably, any dispute, difference of opinion or dispute or claim arising out of this License Agreement pertaining to its breach or termination or otherwise, shall be attempted to be settled by a conciliator appointed/nominated by BSCL on receipt of such request raised in written from either Party. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the Parties, it shall formulate the terms of a possible settlement and submit them to the Parties for their observations. After receiving the observations of the Parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations. If the Parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the Parties, the Conciliator may draw up, or assist the Parties in drawing up, the settlement agreement.
- 15.3 Settlement Agreement to be binding:** In the event, the Parties sign a settlement agreement, it shall be final and binding on the Parties and persons claiming under them respectively. The settlement agreement shall have the same status and effect as if it is an arbitral award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under section 30 of the Arbitration and Conciliation Act, 1996. If the conciliation failed, the party may refer the matter to Arbitration to resolve the disputes.
- 15.4 Arbitration:** In the event conciliation fails, either Party may refer the dispute for settlement to Arbitration, within 30 days from the date of failure of conciliation or such longer period as may be mutually agreed upon by the Parties. It is agreed that the disputes so referred shall be referred to an Arbitral Tribunal as prescribed by the BSCL. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996, and any statutory modification, reenactment thereof shall apply to such arbitration proceedings.
- 15.5 Notice of Arbitration:** The “Arbitration Notice” shall accurately set out the circumstances of the dispute between the parties, intentions of the aggrieved party to refer such dispute to arbitration as provided herein. All notices by one party to the other in connection of the arbitration shall be in writing and be made as provided in this RFP.
- 15.6 Conduct and Place of Arbitration:** The Arbitration proceedings shall be conducted in Bareilly, Uttar Pradesh. The arbitration proceedings and the language of the documents, pleadings and communications so involved in the proceedings shall be English.
- 15.7 Finality of Arbitral Award:** The arbitration award shall be final, conclusive and binding upon the Parties.
- 15.8 Costs :** It is agreed that each party shall bear its cost of preparing and defending its case. The Fee of the Arbitrator and other expenses shall be shared equally by the Parties.

15.9 Subsistence of License Agreement during Arbitration Proceedings: During the pendency of arbitration proceedings, the Licensee shall continue to perform its obligations and make due payments to BSCL as per the License Agreement.

Chapter 16

General Conditions of Contract (GCC)

- 16.1 **Governing law and jurisdiction:** The License Agreement shall be governed by and construed in accordance with the laws in the territory of India. Any dispute or claim arising out of or in connection with the License Agreement shall be subject to the exclusive jurisdiction of the courts of competent jurisdiction in Bareilly, Uttar Pradesh, India.
- 16.2 **Notices:** Any notice, request or consent required or permitted to be given or made pursuant to the present RFP or the License Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the mentioned address. A party may change its address for notice hereunder by giving the other party notice in writing of such change to the mentioned address.
- 16.3 **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under these standard conditions by the BSCL or the Licensee may be taken or executed by the officials as formally designated by each party.
- 16.4 **Taxes and Duties:** The GST, as applicable, shall also be borne by Licensee, in addition to the Annual License Fee. The property tax applicable, if any, on the property of BSCL shall be borne by BSCL. Under any eventuality if the revenue sharing cases arise with the local bodies, the same shall be taken care by BSCL out of its own fund. All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify BSCL from any claims that may arise from the statutory authorities in connection with this License. The Licensee and their personnel shall pay such direct, duties, fees, and other impositions levied under the Government of India Act.
- 16.5 **Fraud and Corrupt Practices:** The Licensee and their respective officers, employees, agents and advisers shall observe highest standard of ethics during Bidding Process and subsequent to issue of NOA and during subsistence of License Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the License Agreement, BSCL may reject a Bid, withdraw the NOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, BSCL shall be entitled to forfeit & appropriate Bid Security/EMD or Interest Free Security Deposit/Performance Bank Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy available to BSCL under Bidding Documents and/ or License Agreement, or otherwise.

Further, without prejudice to the rights of BSCL and the rights and remedies which BSCL may

have under the NOA or the License Agreement, or otherwise, such Bidder or Contractor shall also not be eligible to participate in any tender or RFP issued by BSCL during a period of 3 (three) years from the date such Bidder is found by BSCL to have engaged, directly or indirectly, in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

For the purposes of this Clause, the following terms shall have the meaning herein after respectively assigned to them:

- a. **“corrupt practice”** means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution; **“fraudulent practice”** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- b. **“collusive practice”** means a scheme or arrangement between the Licensee, with or without the knowledge of the corporation, designed to establish prices at artificial, non-competitive levels; **“coercive practices”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract

Measures to be taken: **The BSCL shall have right to cancel the engagement of the Licensee and forfeit the Interest Free Security Deposit/Performance Security, if the Licensee is found to be indulged in corrupt, fraudulent, collusive or coercive practices either during the selection process or during the execution of the contract.**

16.6 Effectiveness of License Agreement: The License Agreement shall come into effect on the date of submission of Letter of Acceptance by the Licensee to the BSCL and subsequent execution of the Agreement by attestation of both Parties.

16.7 Commencement of Services: The Licensee shall begin carrying out the Services from the date of hand over of Bare Space or any other such date as specified by the BSCL.

16.8 Expiration of Agreement: Unless terminated earlier pursuant to Clauses of the License Agreement hereof, these standard conditions shall expire at the end of License Period as given in the time schedule in RFP Document/License Agreement.

16.9 Modifications or Variations: Any modification or variation of the terms and conditions of these standard terms, including any modification or variation of the scope of the Works, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.10 Force Majeure:

Definition: For the purpose of these standard terms, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the License Agreement/Contract impossible or so impractical as to be considered impossible under the circumstances.

No Breach of Contract: The failure of a Party to fulfill 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.
- (c) **Extension of Time:** Any period within which a Party shall, pursuant to this License Agreement/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.
- (d) **Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Licensor shall be entitled to continue to be paid under the terms of this Contract.

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

16.12 Indemnification : The Licensee shall indemnify and hold harmless the Licensor (BSCL), from and against all actions, suits, proceedings, claims, damages, losses, expenses and demands of every nature and description, by reasons of any act or omissions of the Licensee, his representative or his employees in the execution of the Services. These indemnification obligations shall include but not be limited to claims, damages, losses, damage proceedings, charges and expenses which are attributable but not limited to sickness, or disease, or death of, or injury to any person; and loss of, or damage to, or destruction of any property including consequential loss of use.

Chapter 17

MISCELLANEOUS

17.1 Insurance and Waiver of Liability - The Licensee will bear the cost, throughout the term of the License Agreement, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in BSCL premises, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. The Licensee shall submit to BSCL, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Licensee agrees and undertakes to indemnify and hold BSCL harmless against any liability, losses, damages, claims, expenses suffered by BSCL because of such default by the Licensee.

The Licensee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Licensee will indemnify BSCL Administration for any loss and damages suffered due to violation of its provision.

The Licensee shall comply with the laws of land including Pollution Control Board Guidelines regarding **Commercial Development**. BSCL will not be held liable for any change/modification in the laws that adversely affect this Agreement. Licensee shall have no right / claim in this regard, whatsoever the reason may be.

The Licensee will not ask for any claim or seek any compensation from BSCL if **Commercial development in any portion of the offered space** is not permitted due to court order/local laws/civil authorities

The Licensee hereby indemnifies BSCL against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.

The Licensee hereby agrees that BSCL shall have no responsibility as regards Licensee employees and the employees shall be the employees of Licensee only and shall not be construed under any circumstances as employees of BSCL. Licensee hereby indemnifies BSCL against the claims made by Licensee's employees against BSCL.

17.2 The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Licensee hereby indemnifies BSCL against any liability arising in connection with the employment of its personnel in the said premises by Licensee. Licensee hereby undertakes to carry out police verification of its employees and submit the copy of same to BSCL in accordance with BSCL's policies /regulations prevalent at that time. ***That no tenancy/sub-tenancy is being created by BSCL in favor of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed & declared by and between the parties hereto that -***

That the Licensee shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise

That no right as a tenant/sub-tenant or otherwise is purported or intended to be created or transferred by BSCL in favor of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement; and that the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.

17.3 The relationship between BSCL and Licensee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and /or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between BSCL on the one hand and Licensee on the other hand in connection with and/or relating to business to be operated by Licensee at the said premises

17.4 Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of BSCL and the Licensee shall be solely responsible for compliance with all applicable labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify BSCL from any claims that may arise in connection with above.

17.5 Employees conduct - The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The Licensee shall, within 45 days of handing over of the commercial complexes, submit the details/Bio data of personnel, it intends to employ/deploy for carrying out the work of equipment installation. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to BSCL with respect to all his personnel deployed. Further, within 45 days of letter of acceptance of NOA, Licensee shall submit police verification report in respect of all its personnel (to be deployed for the work) to BSCL. All the Licensee's personnel shall be required to possess ID card while working in BSCL's premises as per prevailing procedure. Access inside the commercial complexes in paid areas shall be through smart cards as per prevailing applicable charges, in addition to the valid ID cards.

That the Licensee shall appoint a Manager/Supervisor whose scope of services with respect to this license agreement shall also include following:

17.6 Employ and engage as their own employees, trained, skilled and qualified staff and endeavor to maintain and provide services to full satisfaction and to pay their wages and salaries regularly and promptly.

Ensure that fire detection and suppression measures (as per applicability of prevailing norms) were installed inside his premises are kept in good working condition at all times. The Licensee will at anycase keep firefighting equipment as

per BSCL requirements as indicated by the Fire officer / Authorized representative of BSCL inside his premises in good working condition at all times and also train and keep trained all his employees in the use of these equipment. The Licensee will be solely responsible for any loss of life or property due to nonfunctional of fire safety facilities in emergencies. The fire officer / authorized personnel, of the licensor will have unfettered access to the said premises, for inspection / checking of fire detection and suppression measures etc. The instructions issued by the licensor's fire officer shall be obeyed and complied with fully without any demur. Any costs associated with carrying out the instructions of the fire officer/ authorized personnel of the licensor will be borne solely by the licensee.

Ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits / fires and observing all notified statutory provisions and standards.

17.7In case of non-payment of License fees and other dues or any other reasons whatsoever, the Licensee voluntarily agrees to and permits the licensor "BSCL" to disconnect all utility services including electric supply to the licensed premises and also seal the licensed premises. The Licensee agrees voluntarily and also undertakes not to seek any claim, compensation, damages or any other consideration whatsoever, which may arise due to such disconnection and sealing by the Licensor.

17.8The Licensee agrees voluntarily and unequivocally to make all payments as may be due on due date, without waiting for any formal invoice from the Licensor. The Licensee also voluntarily agrees to collect the invoice from the Authorized representative of the licensor (BSCL) before the due date. Non receipt of invoice will not be a consideration for delayed or non-payment of dues.

17.9If electric supply to the licensed premises provided through BSCL then in case of restricted availability of power supply / breakdown, the commercial complex power requirements would get first priority and this may result in restriction / rostering of power supply to the Licensee. In such situations or any supply disruptions due to strikes of employees, breakdowns of machinery and plant, lockout, failures of incoming supply of BSCL or such causes where the supply of BSCL is affected by a cause or causes over which BSCL has no control, BSCL shall not be liable for any claims for loss, damage or compensation whatsoever, arising out of failure of supply due to any of the afore mentioned causes.

17.10 The Licensee voluntarily and unequivocally agrees to provide unfettered and unconditional access to the licensed premises for security checks by security officers of the licensor and also agrees to comply with all directives as may be given from time to time by the security officers/authorized representative of the licensor.

17.11 Misuse - The Licensee shall use the granted space under the agreement only for those services provided therein and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the said premises for any other purposes the license shall deemed to have been misused and BSCL (Licensor) shall immediately terminate the said agreement. All liabilities for misused charges and mis-user proceedings, if so initiated shall be that of the Licensee only. The

Licensee will indemnify and keep indemnified BSCL for any losses on this account.

17.12 Compliance with the Law - The premises and the fixtures and the appurtenances thereto (except those installed by BSCL) conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the licensed premises. The Licensee at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The Licensee shall comply with all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies, and all applicable rules and also regulations of the Fire department. The Licensee shall also comply with all rules and regulations and also to instructions issued from time to time from the MD, BSCL or any official of BSCL. Non-compliance with rules/regulations/ notices and laws may be treated as breach of contract and may lead to termination of contract and forfeiture of interest free security deposit and other payments. Licensee shall comply with and abide by the judgments passed from time to time by Hon'ble Supreme Court / High Court or any other judicial / quasi judicial body / authority. The same shall be the responsibility of Licensee.

17.13 Electrical Specifications and Procedure for Release of Electric Power Supply

17.13.1 Electricity supply required from BSCL will be provided as per terms and conditions indicated in Annexure - Rules and Guidelines for release of Electric Power. The Licensee shall bear the amount of all the bills/costs for the electricity that may be consumed due to the commercial operation of the spaces allotted under this agreement. Licensee shall use energy efficient equipment.

17.13.2 Rate of electricity chargeable from Licensee shall be at the rate at which Electricity Company / Distribution Company / Agency would levy on such a customer, had he obtained supply directly from Electricity Company / Distribution Company / Agency. Uttar Pradesh Electricity Regulatory Commission policy and Electricity Act (as amended from time to time) shall be applicable.

17.13.3 Electrical Equipment: All fittings/ erections including electrical cabling, calibration and installation of Pre-Paid Energy Meters (if required), electrical MDI/TOD, etc. are to be installed as per BSCL's specifications by the Licensee at its own cost.

17.13.4 The Licensee may also undertake electrical works for extension of power from nominated source under BSCL supervision and complying all codal provisions & BSCL specifications. The Licensee shall follow the provisions stipulated in Annexure.

17.14 Maintenance of Licensed Space(s):- Licensee shall keep and maintain the Licensed commercial space in neat, clean condition and in safe & sound manner during all the time of License tenure. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency. In case of any incident / injury caused by advertisement

media or any other installations due to error / omission attributable on the part of Licensee, the Licensee shall be responsible for all compensation.

Licensee shall ensure that Licensee and its employees or other persons involved in the execution of the work does not in any way impinge on the safety and security of operations, safety & convenience of any person, safety of BSCL/ Nagar Nigam and other utilities department assets. In case of serious accident caused due to negligence of the Licensee, resulting in injury, death of any person or BSCL employees or loss to BSCL property, it shall constitute Material Breach of Contract and considered Licensees Event of Default that shall entitle BSCL to terminate the License Agreement with 30 days written notice.

- 17.15** Joint inspection of Licensed premises may be conducted by BSCL officials and Licensee, at mutually convenient time. Discrepancy noticed and instructions issued by BSCL shall be rectified / complied by the Licensee within a period of 7 days, failing which BSCL reserves the right to impose fine up to Rs. 5,000/- per instance of irregularity per week. Deliberate or willful non-compliance of BSCL written instructions for a period of Ninety (90) days shall constitute Material breach and Licensee Event of Default, which shall entitle BSCL to en-cash security deposit in part or full and or terminate the License Agreement after giving Ninety (90) days notice to the Licensee. Such termination of the Agreement and forfeiture of the interest free security deposit by BSCL shall be without prejudice to any other damages, rights or remedies applicable under law in its favor.

Section 18

REPRESENTATIONS AND WARRANTIES

18.1 The Licensee represents and warrants to BSCL that -

- a. It is duly organized, validly existing and in good standing under the laws of India;
- b. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d. It has the financial standing and capacity to undertake the commercial utilization of Licensed Space;
- e. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- g. The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee Memorandum and Articles of Association (if any) or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Licensee is a party or by which Licensee or any of its properties or assets are bound or affected;
- h. There are no actions, suits, proceedings or investigations pending or to the Licensee's knowledge threatened against the Licensee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- i. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;
- j. It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- k. No representation or warranty by the Licensee contained herein or in any other document furnished by the Licensee to BSCL or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- l. The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that BSCL shall not be liable for the same in any manner whatsoever to

the Licensee.

- m. The Licensee shall make its own arrangements in engagement of its staff and labor and shall at no point represent to or claim that the staff, labor is being recruited for and on behalf of BSCL. The Licensee shall at all times comply and represent to the staff and laboremployed/ engaged by them the requirement for complying with applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

18.2 Obligation to notify change:

In the event that any of the representations or warranties made given by the Licensee ceases to be true or stands changed, it shall promptly notify BSCL of the same.

18.3 BSCL covenants:

BSCL covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the licensee's possession of the Licensed Premises, Licensee's use of the premises, or the rights granted to the Licensee hereunder.

BSCL covenants and represents that it has full and complete authority to enter into a license agreement under all terms, conditions and provisions set forth in the agreement, and so long as the Licensee keeps and substantially performs each and every term, provision and condition contained in the agreement, the Licensee shall peacefully and quietly enjoy the premises without hindrance or disturbance by BSCL or by any other person(s) claiming by, through or under or in trust for BSCL.

Section-18

FORMAT FOR APPROVAL FOR SUBMISSION OF PAYMENTS VIA RTGS/NEFT/ECS

To,
CEO,
The Bareilly Smart City Ltd.
Nagar Nigam Building Complex,
Bareilly Uttar Pradesh

Sub: Request for approval for submission of payments via RTGS/ NEFT/ ECS
in contract for _____(Name
ofContract) awarded to _____(Name of licensee) by BSCL.

Sir,

- 1.) With reference to above mentioned subject matter, it is requested that kindly allow us to avail the RTGS/NEFT/ECS mode of payment for deposition of payments against afore mentioned contract/license agreement
- 2.) That, I/we _____(Name of licensee/ authorized representative of company/ party/ licensee) have understood the terms and conditions related to deposition of payments via RTGS/ NEFT/ ECS mode.
- 3.) That, I/we also voluntarily agree to submit the details of payments to be deposited via RTGS/NEFT/ECS immediately after making the payments in physical form as well as other mode of communication i.e. email etc.
- 4.) I/we also understand that in case of non-compliances, it will be considered as breach of agreement and action shall be taken as per the terms and conditions of license agreement.

Thanking you

Name and designation of authorized representative of licensee for
the said contractContact Number-
Email

Format of Bank Guarantee (For Interest Free Security Deposit, Lease rental, Ufront premiums)

(The Bank Guarantee shall either be from State Bank of India or any other Nationalized Bank or other Scheduled Commercial Banks from/payable at_____, (Bareilly) only on non-judicial stamp paper of appropriate value)

BANK GUARANTEE NO. _____ dated _____

This Deed of Guarantee executed at_____ by _____ (Name of Bank) having its Head /Registered office at _____(hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of

The Bareilly Smart City Limited (hereinafter called “BSCL”), having its office at “C/O Executive Engineer, Municipal Board, Nagar Nigam, Bareilly UP-243001” Uttar Pradesh, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS: -

BSCL, with a view to augment its earnings other than fare box revenue, has licensed

_____(Name of Tender/Work) at_____ to M/s_____.
(hereinafter called “Licensee”).

BSCL has agreed to provide to the Licensee, _____(Name of Tender/Work) on “as iswhere is basis” in accordance to NOA No._____dated_____issued byBSCL Ltd.

Therein after referred to as_____(Name of Tender/Work), on payment of LicenseFee to BSCL on the terms and conditions hereunder contained in this License Agreement.

This License is for a period of_____years from the date of commencement of License period,unless otherwise terminated/surrendered earlier.

The offer submitted by M/s _____having their registered office at _____has been accepted by BSCL vide NOA No._____dated_____.

As per the terms of the above mentioned NOA, the Licensee has been selected for

_____(Name of Work) at_____ for the duration of the License Period.

The Licensee is also required to make payments of License Fees & other dues as per contractual obligations and applicable taxes to BSCL.

The Licensee is required to also bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the License Agreement.

The Licensee is required to furnish an unconditional irrevocable Bank Guarantee for an amount of Rs.

_____(Rupees_____ only) as a part of Interest free security deposit as mentioned in the above referred Notice Of Award (NOA) as security for the performance and fulfillment of all its responsibilities and obligations as per the License Agreement. The Licensee has requested the Guarantor to issue the said Bank Guarantee in favour of BSCL Ltd.

Now, therefore at the request of the Licensee, the Guarantor has agreed to execute this Guarantee in favour of BSCL for the due payment of Rs. _____(Rupees_____ only).

NOW, THEREFORE, THIS BANK GUARANTEE WITNESSETH AS FOLLOWS: -

The Guarantor, as primary obligator shall, without demur, reservation, contest, recourse or protest and/or without reference to Licensee, pay to BSCL an amount not exceeding Rs. _____(Rupees

_____only), on the same working day of receipt of a written demand from BSCL, calling upon the Guarantor to pay the said amount.

For the purpose of this clause, any letter making demand on the Bank by BSCL dispatched by Registered Post with Ack. due or by any Electronic means addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reached the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

The Guarantor agrees that BSCL shall be the sole judge to decide as to whether the Licensee has defaulted in the performance of its obligations as per the License Agreement, and the decision of BSCL in this regard shall be final and binding on the Guarantor, notwithstanding any differences in this regard between BSCL and the Licensee or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

Any such demand made on the Guarantor by BSCL shall be conclusive, absolute, final and binding on the Guarantor, and the amount due and payable by the Guarantor under this Guarantee will be honored by the Guarantor, simply on demand, without demur, reservation, contest, protest, recourse whatsoever and without need for ascribing any reason to the demand. The liability of the Guarantor under this guarantee

is absolute and unequivocal. The above payment shall be made without any reference to the Licensee or any other person.

This Guarantee shall be irrevocable, valid and remain in full force until.....

(period of expiry) or till the end of 6(Six) month after completion of the License Period, or for such extended period as may be desired by BSCL, and as conveyed by BSCL to Bank.

In such case of renewal, the Guarantor shall renew the Bank Guarantee, sixty days prior to the expiry of validity of the Bank Guarantee and the process for extension of the Guarantee would be repeated till period of License Agreement is exhausted. Failure to extend the validity of Bank Guarantee at least sixty days prior to the expiry date of Bank Guarantee would lead to encashment of this Bank Guarantee as per the concept of extend or pay.

For last year of License period, the Licensee shall submit the Bank Guarantee valid for remaining License period plus six months and shall renew it, if required, till the final settlement of all accounts failing which the Bank Guarantee of the Licensee shall be invoked and encashed by BSCL without any prior notice to the Licensee.

This Guarantee shall continue to be enforceable till all amounts under this Guarantee are paid. The said Guarantee shall be released by BSCL after the expiry of the License Period subject to fulfillment of all handover requirements by the Licensee, to the satisfaction of BSCL and further subject to adjustment for all damages suffered by BSCL or submission of fresh/renewed Bank Guarantee.

This Guarantee is unconditional and irrevocable during the currency of BG till such time BSCL discharges this Guarantee by issuing a letter to the Guarantor in this behalf.

The Guarantor undertakes to pay the amount mentioned herein as Principal debtor and not a surety and it shall not be necessary for BSCL to proceed against the Licensee before proceeding against the Guarantor, notwithstanding the fact that BSCL may have obtained or obtains from the Licensee, any other security which at the time when proceedings are taken against the Guarantor hereunder, is outstanding and unrealized.

The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the License Agreement or other documents or by extension of time of performance of any obligations granted to the Licensee or postponement / non-exercise / delayed exercise of any of its rights by BSCL against the Licensee or any indulgence shown by BSCL to the Licensee, and, the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of BSCL or any indulgence by BSCL to the Licensee to give such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Guarantor.

The Guarantee shall not be affected by any change in the constitution or winding up of the Licensee/the Guarantor or any absorption, merger or amalgamation of the Licensee / the Guarantor with any other person.

The Bank agrees that BSCL at its option shall be entitled to enforce this guarantee during its currency against the Bank as a Principal Debtor in the first instance without proceeding against the Licensee and notwithstanding any security or other guarantee that BSCL may have in relation to Licensee's liabilities. The guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the Licensee.

The expressions "Bank" and "Licensee" herein before used shall include their respective successors and assigns.

The Bank also agree that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of the courts at Distt. – Gautam Budh Nagar, Uttar Pradesh.

Partial and Multiple drawings/withdrawals are permitted under this Bank Guarantee.

The Guarantor declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and the undersigned is duly authorized to execute this Guarantee.

This guarantee shall come into effect forthwith and shall remain in force upto _____ or the extended period if any and shall not be revoked by the Guarantor at any time without BSCL's prior consent in writing.

Notwithstanding anything contained herein above:

- a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs.____(Rupees_____only).
- b) This Guarantee shall remain in force up to_____.
- c) Unless the demand/claim under this guarantee is served upon us in writing on or before_____ all the rights under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

IN WITNESS WHEREOF THE GUARANTOR HAS EXECUTED THIS GUARANTEE ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED THROUGH ITS DULY AUTHORISED REPRESENTATIVE.

For and on behalf of the _____ Bank.

Signature of authorized Bank

official Name: _____

Designation: _____

I.D. No.: _____

Stamp/Seal of the Bank: _____

Signed, Sealed and Delivered for and on behalf of the Bank by the above named

In the presence of:

Witness-1

Signature _____

Name _____

Address _____

Witness-2

Signature _____

Name _____

Address _____

10 Annexures to RFP

10.1 Annexure-A

List of Usages Banned / Negative List

- 1.0 Any product / service the sale of which is unlawful /illegal or deemed unlawful under any Indian actor legislation.
- 2.0 Any product/Storage and sale of which may lead to or be considered as a fire hazard; such as firecrackers, industrial explosives, chemicals etc.
- 3.0 Sale of tobacco and tobacco products.
- 4.0 Coal/Gas based cooking strictly prohibited. However provision of Gas Bank/PNG/LPG is permitted subject to availability & technical feasibility & approval of BSCL as per description enclosed of License Agreement.
- 5.0 Banqueting for marriage purpose is strictly prohibited. However usages as Coaching Centres, Computer Training Centres and conference Hall will be permitted.
- 6.0 Sale of alcohol-based drinks or beverages is prohibited.

10.2 Annexure 1: Detail of Offered Space: -

S no.	Floorwise leasable spaces (Covered Area)	Shops BUA in sq m	BUA in Sq ft
1	leasable area		
2	GF	63.00	678.13
3	1st floor	122.05	1313.75
4	2nd floor	122.05	1313.75
5	3rd floor	122.05	1313.75
6	4th floor	122.05	1313.75

Breakup of area in circulation space allowed for leasing and use is as follows

S no.	Floor wise leasable spaces (Covered Area)	Kiosks/Open leasable space BUA in sq. m.	BUA in Sq. ft.
1	GF	-	
2	1st floor	145	1547
3	2nd floor	145	1547
4	3rd floor	145	1547
5	4th floor	145	1547

Annexure-2 Letter of Proposal Submission

[Location,
Date]To
CEO,
Bareilly Smart City Limited (BSCL)
Nagar Nigam Bareilly
, Uttar Pradesh

Name of Work :- Tender for Licensing of Commercial space (New building) at Old Tanga Stand Commercial complex

Dear Sir,

We, the undersigned, offer to provide the**(Insert Name of Work)** belongs to Bareilly Smart City Ltd. in accordance with your RFP Document dated **[Insert Date]** and our Proposal. We are hereby submitting our Technical and Financial Proposal. We confirm that we have read the RFP Document in totality and abide by the terms and conditions stated in the document.

We acknowledge that we have studied and analysed and satisfied ourselves about all the requirement of the tender including but not limited to market and market conditions carefully assessed the commerciality of Project and that we will be fully responsible for all its assessment in this regard.

Seen / visited / assessed the potential locations of offered **Commercial Space(s)** and fully understand and comprehend the technical, financial, commercial and investment requirements.

We have filled the complete information correctly in **Annexure 16 : Bid Details.**

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. Our Proposal is binding upon us.

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

Yours Sincerely,

Signature of Authorized Signatory with seal [In full and initials]:

Name and Title of
Signatory:Name and
address of Firm:

10.3 Annexure-3: - Firm Details

Title and name of the Work: - Tender for Licensing of Commercial space at (Insert Commercial complex Name).

1. State the structure of the Bidder's organization (Bidders to complete/delete as appropriate): Sole Bidder (Consortium/JV not allowed):- _____
2. For Bidders who are individual companies or firms, State the following:-

Name of Company or

Firm.....

Legal Status (e.g. incorporated private company, proprietorship, Partnership etc.)

Registered Address: -

.....

.....
.....

Year of Incorporation.....Principal Place of
Business.....

Name of Contact Person.....

Contact Person's Title.....

Address, Telephone, Facsimile number & email ID of Contact Person:-

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

Authorised contact person (from lead member):.....

Contact person's title:-.....

Address, telephone, facsimile and e-mail ID of contact person:

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

Signature of Authorized Signatory
with seal

Note: -

The Bidder is requested to submit Affidavit in case of a Sole Proprietorship which is duly notarized Letter of Incorporation, MOA & AOA in case of company, Partnership Deed along with partnership registration certificate in case of Partnership Firm & LLP for legal status of tenderer.

10.4 Annexure 4: Capability Statement

It is Compulsory for the bidder to fill this statement and the bidder must upload those document that support this statement

Tender/RFP Reference No: _____(Insert)

Name of Work: Tender for Licensing of Commercial space at(Insert Commercial complex Name) .

Name of Bidder: _____

Sl. No.	Eligibility Criteria	To be Filled by the Bidder	
1.0	Sole proprietorship, registered partnership firm (Including LLP), public limited, private limited company can submit the Bid. The firms and the companies should be registered in India.	_____	
2.0	Annual turnover in the last three (03) financial years preceding to the bid due date	FY	Amount in Rs.
		2021 – 2022	
		2020 – 2021	
		2019 - 2020	
		Total	
3.0	The Bidder should not have been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by the Government of India/ any State Government/ Government Agency and Supreme court in last 5 (five) financial years.	Yes/No (Strike out whichever is not applicable))	

Signature of Authorized Signatory with seal

10.5 Annexure 5: Financial Capability Details

Bidder

This is to certify that the annual average turnover of M/s **(Insert Name of Bidder)** for last three years is as below:

S.No	Name of the Bidder	Turnover (In Figure)		
		2020 - 2021	2021 – 2022	2022 - 2023
1				
	Annual Average Turnover			

11 Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of ____ (Name of Bidder), we M/s _____, Chartered Accountants/ Statutory Auditors, certify that the above information pertaining to FY 2020-21, 2021-22 & 2022-23 is correct.

Signature and Seal of Chartered Accountants/Statutory Auditors (with membership no. & UDIN)

12 Undertaking (if applicable)

I/ We _____ (M/s _____) declare that the Annual Accounts of latest financial year have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared.

13 Signature of Authorized Signatory with seal
(Name & Designation of Authorised Signatory)

In case the Financial Statements for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 2 (two) years preceding the year for which the Audited Financial Statement is not being provided. Also, pertaining to latest financial year, the bidder shall submit an affidavit certifying that "The Annual Accounts have not been audited so far. We are submitting the CA certified provisional accounts, which shall be substantiated by the Audited Accounts, when prepared."

13.1 Annexure 6: Memorandum

Name of Work: Tender for Licensing of Commercial space(New building) at Old Tanga Stand

14 Tender Reference No._____.

I/We agree to keep the quoted rate open for acceptance for 180 days from the due date of submission thereof and not make any modification in its terms and conditions.

I/We/ any of the hereby declare that I shall treat the quotation documents, drawings and other records connected with the works as secret/ confidential documents and shall not communicate information derived there from to any person other than the information in any manner prejudicial to the safety of BSCL.

Signature of Authorized Signatory

with sealDated:

Witness:

Address:

Occupation

15 Note: To be signed by the Bidder

15.1 Annexure 7: Undertaking

Name of Work : Tender for Licensing of Commercial space at Old Tanga Stand Commercial Complex

16 Tender Reference No. : _____

I confirm that I/ Bidder/ have not been blacklisted/ banned/ debarred business/ declared ineligible for corrupt and fraudulent practices by BSCL/any other Metro Organizations (100% owned by Govt.) Ministry of Housing & Urban affairs/Order of Ministry of Commerce, applicable for all ministries as on date of tender submission.

Also no contract executed in either individually or in a JV/Consortium, should have been rescinded/terminated by BSCL after award due to non-performance of the Bidder.

In case at a subsequent date If I/We, the successful bidder/licensee is found to have been banned for business given above, BSCL shall be at liberty to and have full rights to cancel the allotment of subjected contract/License Agreement and forfeit the Interest Free security Deposit after adjusting any dues payable by the successful bidder/Licensee.

If there is any misrepresentation of facts by the bidder in their bid submission, the same will be considered as "Fraudulent practice" and the bid submission of such bidders will be summarily rejected and also further action shall be taken as per terms of RFP Document and/or other applicable laws/rule.

I confirm that I/ Bidder/ **[have/ don't have any]** pending litigations, non-performing contracts and surrendered contracts during last 5 years.

Signature of the Authorized Signatory
with seal Dated:
Witness:
Address:
Occupation

17

Note:

To be signed by the Bidder, Please provide the list of all the pending litigations, non-performing contracts and surrendered contracts during last 5 years by the Bidder/ as a Consortium member, if any.

17.1 Annexure 8: Power of Attorney

18

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Power of Attorney to be provided by the Bidding Company in favor of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We(name and address of the registered office of the Bidding Company) do hereby constitute, appoint and authorize 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 our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Bid for '_____(Insert **Name of Work**)' in response to the RFP Document dated ___ issued by Bareilly Smart City ("BSCL" or "the Corporation"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Corporation may require us to submit. The aforesaid Attorney is further authorized for making representations to the BSCL or any other authority, and providing information / responses to the BSCL, representing us in all matters before the BSCL, and generally dealing with the Corporation in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP Document and further till the Contract is entered into with the BSCL and thereafter till the expiry of the Contract.

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

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP Document.

Signed by the within named

.....[Insert the name of the 25 authorized

company] through the hand of

Mr.

Duly authorized by the Board to issue such Power

of Attorney Dated this Day of

.....

Accepted

.....

Signature of Attorney

(Name, designation and address of the
Attorney) Attested

..... (Signature of the authorized)

(Name, designation and address of the authorised)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of
Director's
Resolution

dated.....

WITNESS

1.

(Signature)

Name

Designation.....

2.

(Signature)

Name

Designation.....

Notes:

- (1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and the same should be under common seal of the authorized affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executants (s) in this regard.

- (2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- (3) Also, wherever required, the executants (s) should submit for verification the extract of the charter documents and documents such as a board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executants (s).

Note: - Notarized POA is required. In case of company, Board Resolution in favor of person authorized is required along with MOA & Articles of association. In case of partnership, partnership agreement is required. In case of sole proprietorship, affidavit is required. In other case, legal constitution document is required.

19 (Indicative Only, must be submitted as appropriate)

19.1 Annexure 9: Statement of Legal Capacity

(To be forwarded on the letterhead of the

Bidder)Ref. Date:

20 To
Chief Executing Officer (CEO)
21 Bareilly Smart City Limited (BSCL)
Nagar Nigam Bareilly
22 Bareilly, Uttar Pradesh

Dear Sir,

We hereby confirm that satisfy the terms and conditions laid out in the RFP document.

We have agreed that.....(Insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized
signatory)For and on behalf of.....

**Please strike out whichever is not applicable*

22.1 Annexure 10: Salable Form for Tender Document

Name of Work/Tender:- Tender for Licensing of Commercial space at Old Tanga Stand Commercial Complex

DETAILS OF BID PROCESSING FEE ATTACHED

The required fee of Bid Processing Fee has been deposited in__Bank A/c No. _____(Insert A/c No.) through RTGS/NEFT vide **UTR No.....**dated.....of Bank____(Insert Bank name) and the scanned copy of UTR receipt with Transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender may be rejected.

DETAILS OF ERNEST MONEY ATTACHED

The required amount of Earnest money has been deposited in__Bank A/c No. _____(Insert A/c No.) through RTGS/NEFT vide **UTR No.....**dated..... of Bank____(Insert Bank name) and the scanned copy of UTR receipt with transaction Id is being enclosed with E-tender documents. If the copy of UTR receipt is not uploaded with the E-tender the tender may be rejected.

Signature of Authorized Signatory with seal

23 Annexure – 12:- Deleted

24 ANNEXURE-I: FORMATS FOR PROPOSAL

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related /not related** (*) to any officer of Bareilly Smart City Limited, Bareilly of the rank of Assistant Engineer & above. I/We*am/are*aware that, if the facts subsequently proved to be false, my/our*contract will be rescinded with forfeiture of EMD and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

I/We also note that, non-submission of this certificate will render my/our tender liable for rejections.

(*) – Strike out which is not applicable

SIGNATURE OF THE BIDDER

25 **ANNEXURE-II**
26 **DECLARATION CERTIFICATE**

1. I/We have visited the site(s) and have fully acquainted with the local situation regarding the materials, labor and factors pertaining to the work for completion in all respect before submitting the tender.
2. I/We have carefully studied the conditions of the construction, specifications, contract condition and all other document relating to this work and agree to execute the same accordingly.
3. I/We solemnly pledge that I/We shall be sincere in discharging my/our duties as responsible contractor and complete the work within the prescribed time limit. In case there are deviation from the construction program, I/We shall abide by the decision of Engineer-in-charge for revision of the program and arrange for the labors, materials, equipment etc. accordingly.
4. I/We undertake that I/We shall not claim any escalation of cost on account of materials, laborer's, taxes, natural calamities, public nuisance, miscreants or any account in connections with work within execution of the work till the project completion period and shall not be entertained by the department (BSCL, Bareilly).
5. In case of violation of contents of department's tender documents in conditions or in any form, my /our offer / tender shall be rejected by the department without any intimation to me/us.

(*) – Strike out which is not applicable

SIGNATURE OF THE BIDDER

27 ANNEXURE-III:

28 AFFIDAVIT

(Applicable for All Bidders)

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

1. I, Shri/Smt./Ms....., Son/daughter/Wife of....., Hereby declare as the contractor/as the authorized signatory on behalf of the contractor,"” ***(Strike out whichever is not applicable)***.
2. It is hereby declared that I/We are currently not deprived from tendering in any govt. organization including BSCL and I/We have furnished the required eligibility documents as a valid tenderer for the above-mentioned work.
3. The undersigned also hereby certifies that neither our firm M/s_____ nor any of its Directors have abandoned any contract/work or blacklisted by any State/Central Govt. agencies in participating from any bidding/ tendering process.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the BSCL.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by BSCL to verify this statement or regarding my (our) competence and general reputation.
6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work **“Request for Proposal for Licensing of Commercial Complex (Old Tanga Stand) in Bareilly on Yearly License Fee Basis”** in Bareilly Smart City Limited, Bareilly vide Bid Reference.....DT.....are true and correct.
7. My/Our _____ present address for correspondence is.....and my/our telephone/contact number are.....and e-mail ID for correspondence is I/We shall promptly intimate the Tender inviting Officer (Chief Executive Office, BSCL) for subsequent changes, if any, of my /our telephone number, email ID and address for correspondence within a week from the date of occurrence of such incident falling which, I/ We will be held responsible for any eventual delay/gap in communication(s) between me/us and BSCL and subsequent situation may arise due to such delay/gap.

(Deponent)

(Signature of the Tenderer/Company with Seal of the Firm/Company)

28.1 **Annexure 13: Bid Offer/ BOQ (Format)**

29 FINANCIAL BID FORMAT

**REQUEST FOR PROPOSAL FOR LICENSING OF COMMERCIAL COMPLEX (Old Tanga Stand)
At Bareilly on Yearly Licesnse Fee Basis, (On the letterhead of the Bidder)**

To,
**The Chief Executive Officer,
Bareilly Smart City Limited,
Bareilly**

Sub: Financial Bid for Request for Proposal for Licensing of Commercial Complex at Old Tanga Stand, in Bareilly U.P. for Fifteen years on Yearly License Fee Basis

Dear Sir,

I/we hereby tender to execute the whole of the works as described in the scope of services indicated in called works:

Name of the Work: "Request for Proposal for selection of Agency for Request for Proposal for Licensing of Commercial Complex at Old Tanga Stand, in Bareilly U.P. for Fifteen years on Yearly License Fee Basis Yearly License Fee Basis"

- a) **Location Plan and Specifications:** The location plan and specifications as detailed in bid document
b) **Scope as defined in NIT part I under Section V**

The Financial quote shall be submitted as per the format given below:

I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site.

And should this tender be accepted, I/we do here by agree and bind myself/ ourselves to abide by and fulfill all the conditions of this Tender Document, in default thereof to forfeit and pay to the Chief Executive Officer, Bareilly Smart City Limited the penalties of sum of money mentioned in the said condition.

Dated:

Bidder's Name.....

Address

The above tender is hereby accepted by me on behalf of the Bareilly Smart City Limited, Bareilly.

Note : Bidder is quoting for 1st year Annual Fee + GST, to be payable to BSCL on monthly basis by 7th of

every month, and the 7.0 % escalation on yearly fee will be considered for subsequent years.

Quoted Amount = Rs.....

Total sum of (In Figures) ₹.....(In Words)

Rupees.....

And should this tender be accepted, I/we do here by agree and bind myself/ ourselves to abide by and fulfill all the conditions of this Tender Document, in default thereof to forfeit and pay to the Chief Executive Officer, Bareilly Smart City Limited the penalties of sums of money mentioned in the said condition.

Dated:

Note:

- Maximum annual lease rental offered by the Bidder for first year of operation and annual lease rental will increase by 7% every year on the annual lease rental payable for previous year
- Bidder will be selected to run the entire commercial complex including O&M responsibility, payment of electricity bill of common area while electricity bill of individual shops/open space allocated to identified leasee shall be paid directly by each individual vendor. maintenance charges for common area collected from all shop vendors/open area given on lease shall also be apportioned by selected bidder and single bidder selected shall be responsible for overall operation and maintenance of the entire commercial complex.
- **Performance Security shall be 10% of the total value of the 2 year License fees payable for the Fifteen years in the form of DD or Bank Guarantee in favor of CEO- M/s BSCL, to be paid on or before signing of Agreement. Format of the bank guarantee for Performance Security is given in Annexure.**
- Performance Security shall be valid up to the end of License Period and 60 days thereafter.10 % of total 2 Yearly License Fee.

Signature of Authorized Signatory with seal

Bidder's Signature

Seal

Address

Witness:

Address:

The above tender is hereby accepted by me on behalf of the Bareilly Smart City Limited.

(Designation)

SIGNATURE OF AUTHORITY BY WHOM the TENDER IS ACCEPTED

Annexure 14: Performa for Clarifications/Amendments in the RFP/Bid document

Bidder can ask the clarifications w.r.t. RFP/Bid Document as per below proforma

Sl. No.	Document	Clause No and Existing Provision	Clarification required	Suggested Text for The Amendment	Rationale for the Clarification or Amendment

Signature of Authorized Signatory with seal

Name:

Date:

29.1 Annexure-15 Undertaking for Downloaded Tender Document(On letter head of the bidder)

We here by confirm that, we have downloaded / read the complete set of Tender documents

/addendum/clarifications (if any) along with the set of enclosures hosted on e-Tendering portal <https://etender.up.nic.in> . We confirm that we have gone through the bid documents, addendums and clarifications for this work placed upto the date of opening of bids on the e-Tendering portal [[https:// etender.up.nic.in](https://etender.up.nic.in)] confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid. We/I here by give our acceptance to all the terms and conditions of the RFP/bid document as well as the draft licensee agreement.

Signature of Authorized Signatory with seal

Name:

Date:

29.2 Annexure 16: Bid Details

The following list is intended to help the Bidder in submitting offer which are complete. An incomplete offer is liable to be rejected. Bidders are advised to go through the list carefully and take necessary action.

Must not left blank and must write YES, NO or NOT APPLICABLE.

S. No.	Particulars	*Attached	Page no.
		Yes / No / Not Applicable	(Mandatory)
1	Bid Processing Fees Self attested (Mandatory Submission)		
2	Earnest Money Deposit Self attested (Mandatory Submission)		
3	Self-attested copy of Letter of incorporation, Memorandum and Article of Association showing objectives of the Company/affidavit in case of Sole proprietorship /partnership deed along with partnership registration certificate in case of partnership firm(including LLP), (Mandatory Submission)		
4	Self-attested copy of PAN card of the company/firm; the GST registration and ITR of last three financial years (Mandatory Submission)		
5	A copy of the Audited balance sheets and Profit and Loss Statements for the last 3 (three) financial years (Mandatory Submission)		
6	List of Pending Litigations, Non-Performing Contracts and Surrendered Contracts during last 5 (five) years (Mandatory Submission, if any)		
7	Annexure 2: Letter of Proposal Submission (Mandatory Submission)		
8	Annexure 3: Firm Details (Mandatory Submission)		
9	Annexure 4: Capability Statement		
10	Annexure 5: Financial Capability Details (Mandatory Submission)		
11	Annexure 6: Memorandum (Mandatory Submission)		
12	Annexure 7: Undertaking (Mandatory Submission)		
13	Annexure 8: Power of Attorney (Mandatory Submission)		
14	Annexure 9: Statement of Legal Capacity (Mandatory Submission)		
15	Annexure 10: Salable Form for RFP Document (Mandatory submission)		
16	Annexure 11: Declaration of Refund of Earnest Money		
17	Annexure – 12: - Not applicable		

18	Annexure 13: BOQ Format (Mandatory submission)		
19	Annexure 14: Proforma for Clarifications/Amendments on the RFP/Bid Document		
20	Annexure-15: Undertaking for Downloaded Tender Document (Mandatory Submission)		
21	Annexure-16: Bid Details (Mandatory submission)		
22	Self Undertaking regarding submission of all mandatory documents (Mandatory submission)		
23	Any other document asked by the BSCL if submitted, specify the documents or any other document which the Tenderer considers relevant		

*Mention Yes/No/Not Applicable, should not be left blank.

Signature of Authorized Signatory with seal

29.3 Annexure-17: List of Usages Banned / Negative List

- 1.0 Any product / service the sale of which is unlawful /illegal or deemed unlawful under any Indian actor legislation.
- 2.0 Any product/Storage and sale of which may lead to or be considered as a fire hazard; such as firecrackers, industrial explosives, chemicals etc.
- 3.0 Sale of tobacco and tobacco products.
- 4.0 Coal/Gas based cooking is allowed only after taking approval of all Fire norms, safety, food, pollution.
- 5.0 Sale of alcohol based drinks or beverages is prohibited, however, serving of liquor in Restro Bar can be permitted subject to the fulfillment of all statutory/legal/local permissions.

30 Section-1**31 Draft Letter of Intent (To be executed after award of Contract) (Refer Draft License Agreement- Volume-2)****31.1**

THIS AGREEMENT made on theday of 20... at Bareilly, , Uttar Pradesh, between Bareilly Smart City Limited, a company incorporated under the Companies Act, 2013 having its CIN No. as U93000UP2018SGC102746 and its Registered Office at "C/O Executive Engineer, Municipal Board, Nagar Nigam, Bareilly UP-243001" Uttar Pradesh, India *represented by*

.....(Designation of BSCL Official) *of the company, by virtue of his designation and authorization by CEO , BSCL* (hereinafter called as the First Party also referred as Licensor, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the one part,

32 AND

M/s.....,a company, having its registered office atrepresent ed

by..... (here in after called the "Licensee", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part.

33 WHEREAS

BSCL, with a view to augment its earnings other than fare box revenue , had invited Request for Proposal (RFP) from interested parties for Grant of commercial development at _____ as per detail at **Annexure - A** through open e- bidding tendering process. Based on fulfillment of eligibility criteria as laid down in RFP document, the successful bidder **M/s_____ (Name of Licensee)**, the licensee, has been selected for assigning the work of commercial development at _____ , on "**as is where is basis**". The Licensee has accepted this contract for the execution and completion of the work.

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP documents/License Agreement referred to. NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The following documents shall be deemed to form part of and be read and construed as an integral part of this License Agreement, namely:

- (i) RFP/Bid Documents submitted by Licensee.
- (ii) Addendums & Corrigendum (If any)
- (iii) Pre-Bid Clarifications
- (iv) Notice of Award (No.....) issued by BSCL on dated.....
- (v) Letter of Acceptance given by Licensee on dated..to BSCL.
- (vi) Handing Over note of the spaces
- (vi) Any other admitted correspondence/ documents between BSCL and the Bidder.

The Licensee hereby covenants as follows: -

1. Bareilly Smart city has been selected in round 4 under the smart city program by the Government of India. As part of Smart City projects, BSCL has implemented a project titled "Commercial Complex development of Old Tanga Stand" at Bareilly. This consists of development of approximately 5700 sqft of commercial development on land parcel of 900 sqm, located near Bareilly Junction. The project location is in vicinity of Prime area CivilLines, Cantonment,
2. Through this project BSCL envisage to capture real estate development value such that it gives sustainable additional revenue to the corporation and on other hand facilitate economic development of the city. Through this bid, BSCL intends to select a 'Licensee' to take up on "License Basis" the Bare/unfinished commercial spaces at **Commercial Complex at Old Tanga Stand Bareilly**.
3. Licensee irrevocably agrees to make all payments including License Fee, GST & other taxes and dues etc. as per this Agreement as and when due, without delay or demur and without waiting for any formal advice/invoice from BSCL in this regard.
4. Licensee confirms having examined the potential/locations of the Tendered/Offered Space(s) in detail and fully understands and comprehends the technical & other requirements. The Licensee also confirms full satisfaction as to the business viability of Tendered/Offered Space and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Licensee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of License Fee and other amounts due to BSCL under this License Agreement.
5. BSCL shall consider the following price, as quoted by the Licensee as part of financial bid:

S.No	Detail of Space	Area Detail (In Sqm)		Lease rental (Annual)	
		At	Approx Area (In Sqm)	In Figures	In words
1	Commercial Space at _____				

Fixed Reserve Proce to be paid at the time of agreement and then in two subsequent instalments. (6 Crores)

6. In consideration of the payments to be made by the Licensee (**M/s.....**) to the Licensor (BSCL) as specified in this Agreement, the Licensee hereby covenants with the Licensor (BSCL) to execute the Works/Services therein in conformity in all respects with the provisions of the License Agreement and Notice of Award issued. "Any conditions, deviation, assumption, exclusion, suggestion of alternative clauses, request of amendments in conditions & specifications of work submitted by bidders along with his Technical Bid and Financial bid, which is different from the RFP Document, Corrigendum, Addendum uploaded by BSCL on the E-Tender Portal (<http://etender.up.nic.in>) or

www.nagarnigambareilly.com and any other correspondence in this regard, shall not be treated as a part of the License Agreement & shall not be binding upon BSCL in anyway whatsoever at any stage of work/service during execution or thereafter."

7. *The courts at , Uttar Pradesh shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.*

That Licensor (BSCL) and LICENSEE represent and warrant that they are empowered, authorized and able to enter into this agreement.

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

Signature of the Authorised Official
For and on Behalf of the Licensee

()

Name of the Official

Seal/Stamp of the Licensee

In the Presence of

Signature of authorized Official
For and on Behalf of the BSCL

()

Name of the Official

Seal/Stamp of the BSCL

In the Presence of

Sign of Witness 1_____

Name_____

Address_____

Sign of witness1_

Name_____

Address_____

Sign of Witness 2_____

Sign of Witness 2_____

Name_____

Name_____

Address_____

Address_____

