

Bareilly Smart City Limited Bareilly

बरेली स्मार्ट सिटी लिमिटेड, बरेली

CIN NO. U93000UP2018SGC102746

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




Under Smart City Project RFP of "For Selection of Private Sector Partner (PSP) for Operation, Maintenance and Comprehensive Management of Bareilly Urban Haat Cum Handicraft Center Complex located near Gandhi Udhyan At Bareilly for a period of 30 years" has been submitted for perusal & checking on 21-06-24 In this regard a committee meeting with BSCL Officials held on 21-06-24 for Technical, Legal & Administrative review and approval. After review and discussions, RFP for "For Selection of Private Sector Partner (PSP) for Operation, Maintenance and Comprehensive Management of Bareilly Urban Haat Cum Handicraft Center Complex located near Gandhi Udhyan At Bareilly for a period of 30 years." 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 (BSCL) INVITES

REQUEST FOR PROPOSAL

Name of the Work: For Selection of Private Sector Partner (PSP) for Operation, Maintenance and Comprehensive Management of Bareilly Urban Haat Cum Handicraft Center Complex located near Gandhi Udhyan At Bareilly for a period of 30 years



BAREILLY SMART CITY LIMITED

(BSCL) BAREILLY

(UTTAR PRADESH, INDIA)



Employer: - Bareilly Smart City Limited (BSCL)

Nagar Nigam, Bareilly- 243001

Telephone: 0581- 25510074

[Email: ceo.bscl01@gmail.com](mailto:ceo.bscl01@gmail.com)

BAREILLY SMART CITY LIMITED (BSCL)

BAREILLY

(UTTAR PRADESH, INDIA)

Letter No. BSCL/2024-25/

Dt.

NATIONAL COMPETITIVE BIDDING THROUGH e-Procurement

On Behalf of Department of Industries, Chief Executive Officer (CEO), Bareilly Smart City Ltd., Bareilly invites Bids 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/GCC/SCC/Draft Agreement) 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%	Concession Period
1.	Request for Proposal For Selection of Private Sector Partner (PSP) for Operation, Maintenance and Comprehensive Management of Bareilly Urban Haat Cum Handicraft Center Complex located near Gandhi Udhyan at Bareilly for a period of 30 (Thirty) years	12,80,000/-	29,500	30 years

Time schedule for Bidding:

S. No	Description	Critical Dates
1.	Upload/Publish/issuance of RFP	05-07-2024
2.	Bid start Date and 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 and Time of RFP	25-07-2024 03:00 PM
6.	Technical Bid Opening Date and Time	25-07-2024 04:00 PM
7.	Announcement of qualified bidders in General and Technical round.	To be notified
8.	Financial Bid/ Price Bid/ BOQ Opening Date and Time	To be notified
9.	Announcement of qualified bidders in Financial Bid	To be notified
10.	Issuance of letter of Award/Intent to the prospective Bidders.	To be notified

1. Other details can be seen on website <http://etender.up.nic.in> (for view, download and bidding) and on website <http://www.bareillysmartcity.in> (for view and download only).
2. Subsequent corrigendum, if required, shall appear in these websites.
3. Authority reserves the right to reject any or all the tenders without assigning any reasons
4. Contractor who want to participate in bid must registered themselves on <http://etender.up.nic.in>
5. 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.**



VOLUME I: INSTRUCTION TO BIDDERS

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DISCLAIMER

1. The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form by or on behalf of Bareilly Smart City Limited (referred as “BSCL”) or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP document contains brief information about the up-gradation, operation, maintenance and management of Bareilly Urban Haat Cum Handicraft Center Complex in the state of Uttar Pradesh by the BSCL/Operator selected through the competitive bidding process, qualification requirements and the selection process for the BSCL. The purpose of this RFP Document is to provide Bidders with information that may be useful to them in the formulation of their bid and for no other purpose.
3. This RFP is not an agreement and is neither an offer nor invitation by BSCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information which may be useful to formulate their bid for qualification pursuant to this RFP. The terms on which the Project is to be developed and the right of the BSCL shall be as set out in separate definitive agreement to be entered into by the concerned parties later. The purpose of the RFP is to provide interested parties with information that may be useful to them in making their proposal including financial offers (**the “Bid”**) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by BSCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for BSCL, its employees or advisors to consider the investment objectives, financial situation 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, statements and information contained in this RFP and obtain independent advice from appropriate sources. This RFP is being made available by BSCL to the interested parties on the terms set out in this RFP. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.
4. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as complete or authoritative statement of law. BSCL, its employees, advisors and consultants and any of its affiliates accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. Neither the information in this RFP nor any other written or oral information in relation to the selection process of the Bidder for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such.
6. BSCL, its employees, advisors and consultants 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, completeness or reliability 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 relation to the bidding process.
7. BSCL, its employees, advisors and consultants also accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.
8. BSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, statement, assessment or assumptions contained in this RFP.

9. Intimation of discrepancies in the RFP document, if any, should be given to the office of the BSCL immediately by the bidder. If no written communication is received by BSCL, it shall be deemed that the Bidders/applicants are satisfied that the RFP document is complete in all respects.
10. The issuance of this RFP does not in any way imply that BSCL is bound to select a Bidder or to appoint the Preferred Bidder for the Project. BSCL reserves the right, in its sole discretion, to accept or reject any or all of the bidders or bids without assigning any reasons thereof.
11. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparing, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BSCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BSCL shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by any Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.
12. Nothing in this RFP shall constitute the basis of a contract which may be concluded in relation to the Project nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.
13. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of BSCL or to any other person in a position to influence the decision of the BSCL for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the BSCL may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

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

SECTION - 1: INTRODUCTION

1.1. BACKGROUND

- 1.1.1 Bareilly Smart City Limited also referred to as the “**BSCL**” or “**Authority**”, which was incorporated on 14.04.2018 as a special purpose vehicle (“**SPV**”) under the Smart City Mission of Ministry of Housing and Urban Affairs, Government of India is a nodal agency for developing, implementing, managing and operationalization of all projects under the mission programme for the city of Bareilly in Uttar Pradesh.
- 1.1.2 BSCL has recently developed **Bareilly Haat and Handicraft Centre** (hereinafter referred to as “**the Project**”) at Bareilly which is one of the landmark projects at Bareilly. The project is spread over an area of around 46135 sqm land parcel located near Gandhi Udhyan. Major project facilities developed in various blocks include Shops, Marts, Convention Center, Hotel Complex, Dormitory, One District One Shop (ODOP Shops), Food Court, Handicraft Incubation Center Cum Training Center; Multipurpose Halls cum Exhibition hall and Interpretation Centre. Other recreational facilities being developed in the Urban Haat complex includes Ferris Wheel, Food Street, Amphi Theater etc (herein after referred to as Project Facility” individually and as “Project Facilities” together).
- 1.1.3 Brief Details of the Bareilly Urban Haat Cum Handicraft Center Complex Complex is provided below:

S. No.	Description	Built up Area
URBAN HAAT AREA CHART		
1	BASEMENT	11,700.00
	Sub-total	11,700.00
2	SHOPPING CENTRE-1 (G+2)	
	G.F	553
	F.F	553
	S.F	390
	Mumty	74
3	SHOPPING CENTRE-2 (G+2)	
	G.F	569
	F.F	569
	S.F	434
	Mumty	-
	Sub-total	3,142.00
4	SHOPPING KIOSK	
	G.F.	831
5	STALLS	
	G.F.	1,094.00
	Sub-total	1,925.00

6	FOOD COURT (G+2)	
	G.F	1,464.00
	F.F	1,290.00
	S.F	805
	Mumty	103
	Sub-total	3,662.00
7	INTERPRETATION CENTRE	
	BASEMENT	1,300.00
	Sub-total	1,300.00
8	CONVENTION CENTRE (G+3)	
	G.F	1,860.00
	F.F	1,696.00
	S.F	1,677.00
	T.F.	1,677.00
	Mumty	90
	Sub-total	7,000.00
9	DORMITORY BLOCK (G+1)	
	G.F.	597
	F.F.	551
	MUMTY	30
	Sub-total	1,178.00
10	OPEN AIR THEATRE	
	G.F.	400
	Sub-total	400
11	LIFT LOBBY+STAIRCASE	
	G.F.	220
	Sub-total	220
12	GUARD ROOM	
	G.F.	112
	Sub-total	112
13	ELECTRICAL SERVICES	110
	Sub-total	110
URBAN HAAT AREA CHART		
14	GATE HOUSE	-
	Sub-total	-
15	PUBLIC TOILETS	150
	Sub-total	150
HANDICRAFT CENTRE AREA CHART		

16	BASEMENT	3,465.00
	Sub-total	3,465.00
17	BLOCK-1	
	G.F.	1,366.00
	F.F.	1,341.00
	S.F.	1,327.00
	T.F.	1,000.00
	TERRACE	120
	Sub-total	5,154.00
18	BLOCK-2	
	G.F.	1,270.00
	F.F.	1,233.00
	S.F.	1,233.00
	T.F.	1,133.00
	TERRACE	316
	Sub-total	5,185.00
19	BLOCK-3 (MULTIPURPOSE HALL)	
	G.F.	1,400.00
	Sub-total	1,400.00
20	GUARD ROOM	
	G.F.	32
	Sub-total	32
	Grand Total of BUA (including parking) (Sqm)	46,135.00
	Grand Total of BUA (excluding parking) (Sqm)	29,670.00

BSCL intends to select a private sector partner for undertaking Up-gradation, Operation, and Maintenance & Management of the Project Facility (ies) in terms of the specifications and performance standards as set out in the Authorization Agreement through transparent and competitive bidding process. The Authority invites separate sealed **e-Bids comprising Technical Bid and Financial Bid** for the Project Facility from interested Bidders for Up-gradation, Operation, Maintenance & Management of the Project Facility(ies). The private sector partner shall be handed over the possession of the Project Facility(ies) on **as-is-where-is basis** along with the **license rights** in respect thereof for undertaking Up-gradation, Operation, Maintenance & Management of the Project facility(ies) for a **period of 30 (Thirty) years from the date of signing of Authorization Agreement.**

The Authorization Agreement can be renewed for another term of 30 (Thirty) years subject to satisfactory performance and discretion of BSCL on the mutual terms and conditions as agreed upon during the time for renewal.

1.1.4 **The scope of work** for the Project shall broadly include:

- a) upgradation, operation, maintenance & management of the Project Facility(ies) as per good industry practices, specifications and performance standards as set out in the Authorization Agreement
- b) Implementation of the Project and bring in the required investment for the Project as per the preferred bidder's RFP submissions and as per the detailed project report (DPR) approved by the Authority.
- c) Payment of all amounts in terms of the Authorization Agreement to the Authority

The detailed draft outline of the Scope of Work for the Preferred Bidder is appended in Annexure XVII.

1.1.5 The possession of each of the Project Facility along with that of movable & immovable property thereon will be handed over to the Preferred Bidder/developer in the manner and within the period specified in the Authorization Agreement on an as-is-where-is basis. The Preferred Bidder is required to verify the stability and the usage of the movable & immovable properties and BSCL along with its employees, advisors and consultants shall not be responsible once the same is handed over.

1.1.6 Details of the Project Facility(ies) and details of fittings and fixtures are enclosed in Annexure XII

1.1.7 A Bidder can be a company/ partnership firm/other legal entity incorporated/established as per the applicable laws of the country of its origin. A Consortium of maximum of two entities shall be eligible to participate in the bidding process. Upon selection, the Preferred Bidder shall be required to incorporate a company under the Companies Act, 2013, as a special purpose company ("**SPC**") (hereinafter referred to as '**Authorizee**') for the implementation of the Project. Provided that a foreign company may participate in the bidding process upon incorporating a company in India, under the Companies Act, 2013 as SPC subject to compliance with all relevant laws, regulations, and guidelines.

1.1.8 The Authorization Agreement (hereinafter referred to as the "Authorization Agreement") to be entered into between BSCL and the Authorizee is enclosed as a part of the Bid document. The draft Authorization Agreement, enclosed as Volume 2 hereof, sets forth the detailed terms and conditions for grant of authorization to the Authorizee, including the scope of the Authorizee's services and obligations (the "**Authorization**").

1.1.9 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or in any manner the scope of services and obligations of the Authorizee set forth in the Authorization Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Authorization to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.10 The Authority shall receive Bids pursuant to this RFP in accordance with the terms and conditions set forth herein and other documents as provided by the Authority pursuant to this RFP and as modified, altered, amended and clarified from time to time by the

Authority (collectively the "Bidding Documents"). All the Bids shall be prepared and submitted in accordance with such prescribed terms and conditions on or before the date specified in clause 1.3 of this RFP for submission of Bids (the "**Bid Due Date**")

1.1.11 The Bidder shall pay an amount equivalent to Rs 29,500/ which is inclusive of GST to the Authority in lieu of the RFP document being provided to the Bidders, by way of online payment through payment gateway as available during submission of proposal at <https://etender.up.nic.in>.

1.1.12 **The scope of work for the Project shall broadly involve the following:**

- i. Upgradation, Operation and Maintenance & Management of the Project Facility(ies) in accordance with the provisions of the Authorization Agreement (AA) to be entered into between the Authorisee & BSCL. For the Hotel Component, the Authorisee to follow guidelines proposed by Ministry of Tourism (HRACC Division), Government of India vide its notification No 8-TH-I(03)07 Vol III revised in October 2011, for 1 or 2 star category of Hotel or equivalent Guest House. Upon determination of the Authorization, all rights, title and interest in the Project Site and the Project Facility shall automatically stand transferred and vested, unconditionally in BSCL or any of its designated agency in terms of the Authorization Agreement, and the Authorisee shall be under an obligation to forth with handover unconditionally, the vacant and peaceful possession of the Project Site and the Project Facility, to BSCL, free from any mortgage/charge or encumbrance of any nature on the Project Site or the Project Facility.
- ii. The Authorisee shall prepare a detailed project report for upgradation, operation & maintenance of the Project Facility detailing out the upgradation plan, fittings & fixtures proposed in the Project Facility, at its own cost in conformation with the various statutory provisions and Good Industry Practices within 60 days of signing of Authorization Agreement with BSCL.
- iii. The upgradation, operation and maintenance & management plan to be prepared by the Authorisee shall be made in line with the stipulations of the Bid document, applicable development laws, building bye laws and norms of Government of Uttar Pradesh, National Building Code of India, other relevant BIS Code and Good Industry Practices.
- iv. The Authorisee shall obtain and maintain at its own cost all applicable permits in conformity with the applicable laws and shall be in continuous compliance therewith while undertaking the development of the Project.
- v. In terms of the Authorization granted to the Authorisee by BSCL under the Authorization Agreement, the Authorisee shall be entitled to collect inter-alia all revenue including room rent, food & beverages charges, sub-license fees and other user charges for amenities provided in the Project.
- vi. The detailed scope of work and allied pointers are provided in Annexure XVII of this document.

1.2. Brief description of the Bidding Process

1.2.1. BSCL invites e-bids comprising of Technical Bid and Price Bid from interested bidders for up-gradation, operation, maintenance and management of the Project Facility. The Authority has adopted a Quality and Cost-based Selection (**QCBS**) process (referred to

as the "Bidding Process") for selection of the Preferred Bidder for undertaking the Project in terms hereof. The Technical Bid to be submitted by bidders shall comprise Technical and Financial Capability documents and other requirements like power of attorney. The Financial Bids of only those bidders who qualify in the Technical Bid evaluation shall be opened for selecting the Preferred Bidder. The Technical Bid would be evaluated based on the criteria set forth in Clause 2.2 of the RFP. Only those Bidders, whose Technical Bids qualify in terms hereof will be eligible for opening and evaluation of their Price Bids.

- 1.2.2. This RFP document contains information about the Project, Bidding Process, Bid submission, Qualification and Financial Proposal requirements. The selection of the bidder will be based on both the quality of the proposal and the cost. The evaluation considers technical and financial proposals submitted by bidders. The technical proposal is evaluated based on criteria such as experience, qualifications, methodology, and approach to the project. The financial proposal is then evaluated separately, and the final selection is made by considering both the technical and financial aspects, with weightage given to each according to the terms of the RFP.
- 1.2.3. The Bid shall be valid for a period of not less than 120 days from the Bid Due Date.
- 1.2.4. A Bidder is required to deposit, along with its Bid, a bid security equivalent to an amount of **Rs. 12,80,000/- (Rupees Twelve Lakh Eighty Thousand only)**. The Bid Security shall be refundable to unsuccessful bidders without any interest not later than 45 (forty-five) days from the date of signing of agreement with the Preferred Bidder except in the case of the Preferred Bidder whose Bid Security shall be retained till it has provided the Performance Security under the Authorization Agreement. The Bidders will provide Bid Security in the form of a Bank Guarantee or demand draft drawn on any Nationalized/Scheduled Bank, as more particularly provided under clause 2.15 acceptable to the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5. The technically qualified Bidder quoting highest Annual License Fee over and above Rs. 5.0 Cr. as mentioned in this RFP shall be the Preferred Bidder/Highest Bidder. The other bidders will be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the bid submitted by the Preferred Bidder in a case where the Preferred Bidder withdraws or is not selected for any reason. If none of the bidders match the bid of the Preferred Bidder, BSCL may, in its sole discretion, invite fresh bids from all bidders or annul the bidding process, as the case may be.
- 1.2.6. An Authorization Agreement will be entered between BSCL and the Authorizee incorporated by the Preferred Bidder under the provisions of the Companies Act, 2013, for undertaking the Project. The Bidding Documents includes the draft Authorization Agreement for the Project as Volume 2. Subject to the provisions of Clause 2.8.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.7. Any award of Authorization pursuant to the Bidding Process shall be subject to the terms and conditions of Bidding Documents
- 1.2.8. Any queries or request for additional information concerning this RFP shall be submitted via e-mail to the officers designated in Clause 2.11.3. The communication shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: RFP for “Upgradation, Operation, Maintenance & Management of Urban Haat.....”

- 1.2.9. The interested Bidders should use the following format for seeking additional information / clarification:

SI No	Page No in RFP	Clause No in RFP	Existing Clause	Clarification / Information sought
1.				
2.				
3.				

SECTION 2: INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. General Terms of Bidding

- 2.1.1. A Bidder is eligible to submit only one Bid against this RFP. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any other Consortium, as the case may be.
- 2.1.2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms of the draft Authorization Agreement shall have overriding effect and shall prevail over the terms of this RFP to the extent of any repugnancy between them; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the draft Authorization Agreement.
- 2.1.3. The Financial Bid shall be furnished in the format as given in Annexure XV clearly indicating the amount of Annual License Fee which shall be payable by the Authorizee to BSCL in both figures and words and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.4. The Bidder shall submit a Bid Security as mentioned in Clause no 1.2.4.
- 2.1.5. The Bidder shall submit a copy of the RFP document, along with any amendments, duly stamped and signed by its authorized signatory. The Bidder shall submit a Power of Attorney as per the format given at Annexure VII, authorizing the signatory of the Bid to commit the Bidder. In case the Bidder is a Consortium, the Members thereof shall furnish a Power of Attorney in favour of the Lead Member in the format as given at Annexure VIII.
- 2.1.6. Any entity which has been barred and/or blacklisted by the Central/ State Government, or any entity controlled by it from participating in any project (BOT or otherwise), and the bar subsists as on the date of bidding, would not be eligible to submit a Bid. A Bidder including any Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate thereof, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate thereof. Further, any entity which has faced Insolvency proceedings or any financial failures in the last 3 financial years from the date of submission of this RFP shall also be not eligible to participate. **An affidavit duly notarized on applicable non-judicial stamp paper signed by the Authorized signatory shall be submitted. In the case of Consortium, this is applicable for each member of the Consortium.**
- 2.1.7. The Bid should be unconditional, any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to be rejected as a non-responsive Bid alongwith forfeiture of the Bid Security.
- 2.1.8. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.9. The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the

purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.9 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to Bidders any Bid or any information provided along therewith.

2.1.10. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the Bid Security or Performance Security (in case of Preferred bidder, after the Project is awarded to him) , as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of Authority, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or/and the Authorization Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956 or that of 2013. For the purposes of this Clause 2.1.15 indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or
- (vi) such Bidder has participated as a consultant to Authority in the preparation of any documents, design or technical specifications of the Project.

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.10 shall include each Member of such Consortium.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, 50% (fifty per cent) or more of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.1.11. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental therewith to such Project during the Bidding Process or subsequent to the (i) issue of the LOI or (ii) execution of the Authorisation Agreement. In the event any such adviser is engaged by the Preferred Bidder or Authorisee, as the case may be, after issue of the LOI or execution of the Authorisation Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOI or the Authorisation Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOI or the Authorisation Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Preferred Bidder or Authorisee for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.1.12. This RFP is non- transferable.

2.1.13. Any award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.14. The aggregate equity share holding of the Bidder (Single entity or Consortium maximum of 3) in the subscribed and paid up equity share capital of the Authorizee shall not be less than 100% (Hundred per cent) during the period commencing from the date of execution of the Authorization Agreement (hereinafter referred to as "**Effective Date**") until the fifth anniversary of the Effective Date, and thereafter during the remaining term of the Authorization Agreement, the aggregate equity share holding of the Bidder (Consortium or Single entity) in the subscribed and paid up equity share capital of the Authorizee shall

not be less than 51% (fifty one per cent). Further, in the event, the Bidder is a Consortium, the Lead Member shall be required to hold at least 51% (fifty one per cent) in the subscribed and paid up equity share capital of the Authorizee during the period commencing from the Effective Date until the term of the Authorization Agreement.

2.2. Eligibility of Bidders

2.2.1 A Bidder can be a company/ partnership firm/other legal entity incorporated/established as per the applicable laws of the country of its origin. A Consortium of maximum of two entities shall be eligible to participate in the bidding process. Any Bidder, be it sole bidder or members of consortium should not have been blacklisted/ banned/ debarred business/ declared ineligible for corrupt and fraudulent practices by any State/ Centre Government or any other government Organizations, applicable for all ministries / departments for the past 3 years and the bar subsists as on bid due date and also which has suffered bankruptcy/insolvency or any sort of financial failure in the last three financial years from the bid due date shall not be eligible to participate in this RFP in any form. Provided that, the Companies which are registered with the Department for Promotion of Industry and Internal Trade (DPIIT), and have political and security clearances from the Ministries of External and Home Affairs, respectively, shall be considered as Foreign Companies to participate in the bidding Process.

2.2.2 **Years of Past Experience required:** A bidder must have experience for minimum of 10 (ten) years of experience of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company.

2.2.3 The Bidder must have successfully executed / completed projects for similar service(s) in the last 10 (ten) years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer. Provided that the copies of relevant documents to be uploaded along with bid in support of having provided services.

2.2.4 The Bidder shall provide all the information sought under this RFP in the two-envelope format. The Authority will evaluate only those Financial Bids that conform to the requirement of first envelope (Technical Bid) and that are received in the required formats complete in all respects. The Bidder shall submit the Bid in two separate e-envelopes marked as Technical Bid and Financial Bid respectively or as per format as provided in the applicable e-portal.

Qualification Criteria: The first step of the bidding process involves qualification (the “**Qualification**”) of interested parties who make a Bid in accordance with the provisions of this RFP. The Bidders who’s Bids are adjudged responsive in accordance with requirements of this RFP shall only be considered for Bid evaluation.

2.2.2.1. Pre-qualification, Technical & Financial Criteria

Eligibility criteria (Technical bid and Financial bid) for the Bidders: In order to participate, bidders must meet the following eligibility criteria:

The submission of the bid shall be done online in three following segments:

- Pre-Qualification Criteria
- Technical Eligibility
- Financial Bid

a. Prequalification Criteria

S.N O	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.	Identity Card (UIDAI No./Pan Card/ voter ID), Certificate of incorporation, Proprietorship Proof, Partnership Deed, LLP Certificate.
2	Bidder should have an average annual turnover more than Rs. 80.00 Cr. or equivalent during the last 3 financial years	Copy of audited financial Statements For last 3 financial years. Avg. Annual Turnover duly certified by CA. ITR and Balance Sheet of any 3 consecutive FY (FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24)
3	Positive Net Worth:	The Bidder (both lead member and other member individually) should have a positive net worth as on 31st March, 2024 duly certified by Statutory Auditor or CA in case Statutory Auditor is not applicable
4	Experience certificate of having successfully completed similar works.	Not Applicable for Prequalification criteria.
5	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)
6	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. Undertaking for PF Exemption can be considered.
7	Licenses	Not Applicable
8	Tender fee	Scanned Copy of transaction slip / receipt of RTGS / NEFT to be submitted online

9	Tender EMD	<ul style="list-style-type: none"> • Scanned Copy of transaction slip/receipt of RTGS/NEFT/ BG to be submitted online. • BANK GUARANTEE (BG) 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 BSCL designated officer/consultant/advisor shall open the Bids online on the Bid Opening date and time as specified in the Bid Data Sheet.
- b) The BSCL designated officer/consultant/advisor or any of its affiliate shall subsequently examine and evaluate the Bids in accordance with the provisions set out in this section.
- c) The 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 shall 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 shall only be further evaluated for stage-III Financial evaluation.
- h) The opening of Financial Bid shall be communicated to all the bidder who have qualified the Technical Bid round.

S.NO.	Parameter	Max. Marks	Required Document
1	Overall relevant experience of operating and maintenance with respect to a Real Estate Residential/ Commercial asset having minimum built-up area of 20,000 (twenty thousand) square meter at least in the last 7 years. (10 Marks for Single work & 2 marks for each for additional 2000 Sqmtr. 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. 80.00 Cr. 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. 80.00 Cr. 7 Marks for more than equals to Rs. 100.00 Cr. 10 Marks for more than equals to Rs. 120.00 Cr. 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 updation, operation and maintenance of Bareilly Haat & Handicraft Centre. 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 that do not adhere to the above-mentioned requirements shall be rejected.

- The RFP is for entire scope of work and not for a partial portion of the work.
- The price quoted is comprehensive and is not subjected to open-ended adjustments of any kind.

Technical bid evaluation shall be completed prior to opening of financial bid. 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, hence the bids must be unconditional. Bids shall be evaluated by an Evaluation Committee formed by BSCL.

Financial Bid

Financial bids of only the short-listed Bidders who achieve technical qualifications shall be opened. A specified 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 are to be mentioned in words as well as in figures. In case of any deviation, the rate quoted in words will be accepted.

Technical Bid Evaluation:

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 having scores equal to or more than cut-off marks shall be short-listed for evaluating their financials bids. Consequent to the evaluation, if less than two Bidders qualifies the technical evaluation, the BSCL authority at its sole discretion may consider to relax the norms for technical evaluation.

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

S_t = Technical Bid Score

Note:

- a. The documents required as proof for technical bid assessment marking must be submitted in the form of client citations or work orders or letter of declaration signed by the client or Contracting Agency.
- b. The Bidder is required to provide a presentation (approx. duration of 15 Minutes) with respect to above technical evaluation criteria after the opening of Technical Bid.
- c. The tender evaluation committee reserves right to visit the bidder's prior/ present customers where such similar project execution has taken place.

Financial Bid Evaluation

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 x 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.

Evaluation and Comparison of bids

Technical Evaluation Committee (TEC) shall be formed and appointed by BSCL. The Committee will evaluate both technical & financial bids. The Bidders who have qualified Pre-Qualification Eligibility Criteria of this RFP document shall be evaluated and scored by the Technical Evaluation Committee based on the basis of technical

evaluation criteria mentioned in table below, assessing each bidder's ability to satisfy the requirements set forth in the document. The minimum marks for qualifying through the technical evaluation round shall be 35 out of 70.

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

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;

- a. Made a misleading or false representation[s] in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements.
- And/ or**
- b. 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).

c. Financial Eligibility Criteria / Selection Process

The financial Bid will be opened only if the bidder successfully qualifies the pre-qualification and Technical Bid round. Contract will be awarded to the Bidder scoring highest Final Score (S).

Note: .

The waiver terms of License fee in the First Year Shall be as follows:

- Waiver of License Fee For the first 2 quarter, (Initial six Months License Fee): BSCL shall provide 100 % waiver on first six months License Fee and the Selected bidder is not required to pay to BSCL for first six months.
- For the Subsequent six Months (7th Month to 12th Month) (i.e., Quarter 3 and Quarter 4 License Fee), the license is required to pay 100% of the quoted monthly quoted License Fee to BSCL, within 07 (seven) days before commencement of 4th Month.
- From the 2nd Year Onwards, the Licensee shall make quarterly payment along with GST to BSCL in advance, before commencement of each Quarter.

- 2.2.5 **Litigation History:** The Bidder should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A history of award(s) against the Bidder will result in summary rejection of the Bid. Suppression of any information or material in this regard would be construed as a fundamental breach and the Authority reserves its right to take appropriate action including rejection/disqualification of the Bid, forfeiture of Bid Security etc. as may be deemed fit and proper by the Authority at any time without requiring giving any notice to the Bidder in this regard.
- 2.2.6 Bidders shall provide such evidence of their continued eligibility criteria fulfillment in terms hereof to the Authority as the Authority shall reasonably request.
- 2.2.7 Where the Bidder is a Consortium; it should comply with the following additional requirements:
- a) **Consortium members would be limited to three (including the lead member).**
 - b) Members of the Consortium shall nominate one member as the lead member (Lead Member). The Lead member shall have nomination/authorization in his name which shall be supported by a Power of Attorney, as per the format attached at Annexure VIII signed by authorized signatories of all other members of the Consortium.
 - c) The Lead Member of the Consortium shall hold minimum 51% of the paid up and subscribed equity of the Authorisee.
 - d) An individual Bidder cannot at the same time be member of a Consortium applying for the Bid. Further, a member of a particular bidding Consortium cannot be member of any other bidding Consortium applying for the Bid;
 - e) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure-X (the “**Joint Bidding Agreement**”) for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
 - convey the intent to incorporate a company under the Companies Act, 2013, as a special purpose vehicle with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Authorization Agreement and subsequently perform all the obligations of the Operator in terms of the Authorization Agreement, in case the right to undertake the Project is awarded to the Consortium; clearly outline the proposed roles and responsibilities, if any, of each member;
 - commit the minimum equity stake to be held by each member;
 - members of the Consortium undertake that they shall collectively hold at least 100% (Hundred per cent) of the subscribed and paid up equity share capital of the Authorizee during the period commencing from Effective date until the fifth anniversary of the Effective Date, and that thereafter during the remaining term of the Authorization Agreement, the aggregate equity share holding of the bidder Consortium in the subscribed and paid up equity share capital of the Authorizee shall not be

less than 51% (fifty one per cent). Further, the Lead Member shall be required to hold at least 51% (fifty one per cent) in the subscribed and paid up equity share capital of the Authorizee during the period commencing from the Effective Date until the term of the Authorization Agreement; and

- include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project in accordance with the Authorization Agreement; and except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority
- f) The Bid, and in the case of the BSCL, the Authorization Agreement shall be signed and / or executed in such a manner as may be required for making it legally binding on all members (including operative parts of the ensuing contract in respect of Arbitration Agreement etc.).
- g) The Lead Member shall be authorized to incur liabilities and to receive instructions for and on behalf of all members of the Consortium and the entire execution of the contract including payment shall be carried out exclusively through the lead member. A statement to this effect should be included in the Joint Bidding Agreement.
- h) All members of the Consortium shall be jointly and severally liable for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the Memorandum of Agreement.
- i) Not Used.
- j) Performance Security, as required under this RFP, will be furnished by the Lead Member for and on behalf of the Consortium or by all members, out of their accounts, in proportion to their participation in Consortium.
- k) In the event of default by the Lead Member, it shall be construed as default of the Consortium; and the Authority will take action as per the provisions of the Authorization Agreement.
- l) In the event of any other member leaving the Consortium, it shall be intimated to the Employer / Authority within 30 days by the other member(s). Failure to do so shall be construed as default of the Authorizee and the Authority may take action as per the provisions of the Authorization Agreement.
- m) Not Used.
- n) The Bid submitted by a Bidder in terms hereof shall include all information as required under the provisions of Sub Clause 2.12.1. Bidder shall furnish details for each member of the Consortium as per provisions of sub clause 2.12.1 (ii).
- o) Consortium must comply with the qualification criteria/requirements as set out in this clause 2.2. In case of an bidder which is a consortium, if one member of the consortium is disqualified under this RFP, then the entire consortium; i.e.

all the members of the consortium shall stand disqualified, for the bid submitted by the said consortium.

2.2.8 The following conditions shall be adhered to by the Bidder while submitting the Bid:

- (i) Bidders shall attach clearly marked and referenced continuation sheets in the event of the space provided in the prescribed forms in the Annexure being insufficient. Alternatively, Bidders may format the prescribed forms, making due provision for incorporation of the requested information;
- (ii) information supplied by a Bidder (or other constituent member if the Bidder is a Consortium) must apply to the Bidder or constituent member named in the Bid and, unless not specifically requested, to other associated companies or firms.

2.3. Number of Bids

A Bidder is eligible to submit only one Bid for each of the Project Facility. In case the aforesaid is not conformed to, the Authority shall reject all the Bids of which the defaulting Bidder is a party. No change in the composition of the Consortium shall be permitted after the Bid Due Date. In the event a change in composition of the Consortium occurs after the Bid Due Date, the Authority shall be entitled to disqualify the Bidder or withdraw the Letter of Intent (LoI) from the selected Bidder, or terminate the Authorization Agreement, as the case may be and forfeit and appropriate the Bid Security or Performance Security, as the case may be

2.4. Bid and other costs

The Bidders shall be responsible for all costs associated with the preparation of their Bids and their participation in the Bid. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5. Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site/Project Facility and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

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

- a. made visit to the Project Facility and has ascertained the site conditions, locations, climate, availability of infrastructure and other applicable laws and regulations of the state
- b. made a complete and careful examination of the Bid document including draft Authorization Agreement;
- c. received all relevant information requested from BSCL;

SECTION: 1	Introduction
SECTION: 2	Instructions To Bidders
SECTION: 3	Criteria for Evaluation of Bids
SECTION: 4	Fraud And Corrupt Practices
SECTION: 5	Pre-Bid Conference
SECTION: 6	Miscellaneous
Annexure I	Letter Comprising the Bid
Annexure II	Checklist
Annexure III	Details of Bidder
Annexure IV	Technical Capacity of Bidder
Annexure V	Financial Capacity of the Bidder
Annexure VI	Statement of Legal Capacity
Annexure VII	Power of Attorney for signing of Bid
Annexure VIII	Power of Attorney for Lead Member
Annexure IX	Litigation History
Annexure X	Joint Bidding Agreement
Annexure XI	Site Map
Annexure XII	Project Facility
Annexure XIII	Board Resolution
Annexure XIV	Letter of undertaking
Annexure XV	Format for Financial Bid
Annexure XVI	Format for Bank Guarantee
Annexure XVII	Scope of Work
Volume 2	Draft Authorization cum License Agreement

error or mistake in the information provided in the Bid document or furnished by or on behalf of BSCL relating to any of the matters referred to in Clause 2.5 above; and

- e. Satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under.
- f. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Authorisation Agreement by the Authorisee.
- g. acknowledged that it does not have a Conflict of Interest; and

- h. agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.5.2 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 the Bid document or the Bidding Process, including any error or mistake therein or in any information or data given by BSCL.
- 2.5.3 The Bidder shall also submit an affidavit acknowledging Clause 2.5.1 & 2.5.2.

B. DOCUMENTS

2.6. Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.8.

2.7. Clarifications

- 2.7.1. Bidders requiring any clarification on the RFP may notify BSCL in writing or by fax or e-mail in accordance with Clause 1.2.8. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. BSCL shall endeavor to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the Bid Due Date. The responses will be sent by courier post and/ or fax and/ or e-mail. BSCL will forward all the queries and its responses thereto, to all purchasers of the RFP without identifying the source of queries.
- 2.7.2. BSCL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, BSCL reserves the right to not respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring BSCL to respond to any question or to provide any clarification. BSCL shall not take any responsibility for postal or any other delay in response.
- 2.7.3. BSCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by BSCL shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on BSCL.

2.8. Amendment of RFP

- 2.8.1. At any time prior to the deadline for submission of RFP, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.8.2. Any Addendum/Corrigendum thus issued will be sent in writing to all those who have purchased the RFP. It shall be the sole responsibility of the prospective Bidder to check the web site <https://etender.up.nic.in> and BSCL's website <http://www.bareillysmartcity.in> 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
- 2.8.3. In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their e-Bids, BSCL, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website <https://etender.up.nic.in> or BSCL's website <http://www.bareillysmartcity.in>.

- 2.8.4. All such addendum/corrigendum including extension of bid due date or clarifications etc shall be uploaded by the Authority on <https://etender.up.nic.in>. Bidders are encouraged to visit this site for the same. No individual correspondences shall be made by the Authority to any Bidder for the same.
- 2.8.5. At any time prior to the deadline for submission of e-Bid, BSCL may, for any reason, whether at its on in iterative 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 <https://etender.up.nic.in> or BSCL's website <http://www.bareillysmartcity.in>. 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 Authorization Agreement.

2.9. Right to accept and to reject any or all Bids

- 2.9.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.9.2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- a) At any time, a material misrepresentation is made or uncovered, or
 - b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder gets disqualified / rejected, then the Authority reserves the right to:
 - i. Invite the remaining Bidders to submit Bids; or
 - ii. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
 - c) Or any other applicable provisions in this RFP
- 2.9.3. In case it is found during the evaluation or at any time before signing of the Authorization cum License Agreement or after its execution and during the period of subsistence thereof, including the Authorization thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Preferred Bidder or the Preferred Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Authorizee either by issue of the Letter of Intent (referred as "LOI") or entering into of the Authorization cum License Agreement, and if the Bidder has already been issued the LOI or has entered into the Authorization cum License Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Preferred Bidder, without the Authority being liable in any manner whatsoever to the Preferred Bidder or Authorizee, as the case may be. In such an event, the Authority shall forfeit and

appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

- 2.9.4. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

C. PREPARATION AND SUBMISSION OF BID

2.10. Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.11. Documents comprising the Bid

- 2.11.1. The e-bids shall be submitted in two electronic envelopes which comprise the following documents:-

A. Envelope-I Technical Bid : The Bidder shall submit the Technical Bid in the formats specified at Annexures.

- i) Letter Comprising the Bid in the form and manner as described in Annexure I.
- ii) Checklist as described in Annexure II
- iii) Details of the Bidder in the form and manner as described in Annexure III
- iv) Technical Capacity of the Bidder in the form and manner as described in Annexure IV
- v) Financial Capacity of the Bidder in the form and manner as described in Annexure V
- vi) Statement of Legal Capacity of the Bidder in the form and manner as described in Annexure VI
- vii) Power of Attorney authorising the signatory of bid to commit the Bidder in accordance with Sub-Clause 2.1.6 and in the format as specified in Annexure VII
- viii) Power of Attorney by the Consortium members authorizing the Lead Member to incur liabilities and receive instructions for and on behalf of the member(s) of the Consortium in accordance with Sub clause 2.1.7 and in the format as specified in Annexure VIII
- ix) Litigation History

- x) Joint Bidding Agreement in the form specified at Annexure X.
- xi) Bid Security for an amount as specified in the form specified in Clause 2.16.
- xii) Other material/information required to be submitted are:
 - a. Audited report of the balance sheet of the last three financial years of the Bidder.
- xiii) Affidavit acknowledging the requirements set out in Clauses 2.5.1 & 2.5.2, hereof.
- xiv) A copy of the entire bid document (along with its addendum, if any) duly signed on each page by the authorised signatory of the Bidder. The Bid document shall also have the Bidder's stamp on each page along with signature of the authorised representative of the bidder.
- xv) Other Statutory documents like true copy of Certificate of Incorporation, GST Registration Certificate, Valid Trade License, True copy of PAN, ESI certificate (if applicable)

B. Envelope-II Financial/Price Bid: The Bidder shall submit the Financial/Price Bid in the format specified at Annexure-XV.

2.11.2. The Bidder shall prepare and submit two copies of the Bids (Technical Bid and Financial Bid), one original & one duplicate.

2.11.3. The completed RFP must be submitted on <https://etender.up.nic.in> with one hard copy of the technical bid submitted to:

Chief Executive Officer
Bareilly Smart City Limited
Bareilly

This is also the address for seeking any clarification/additional information

2.12. Financial Proposal/ Bid Variable/ Price Bid

2.12.1. The Bidder shall quote in its Price Bid in terms of Annual License Fee, subject to Minimum Reserve Annual License Fee payable to the Authority for the first Financial Year. There shall be One-time upfront premium, the first-year Annual License fee shall serve as the one-time upfront premium. The Price Bid to be quoted by the Bidder shall be inclusive of the Minimum Reserve Annual License Fee and to be paid to the Authority, in four equated quarterly installments in advance, 7 days before expiry of each such quarter, in terms hereof and as more particularly set out in the Authorization Agreement, ("Annual License Fee"). **The Annual License Fee shall be subject to an escalation at the rate of 7% (Seven %) every two years over the last paid Annual License Fee.** As the Price bid quoted is in Rs.per square meter of built up area per month, the total applicable fee shall be calculated based on multiplying this quoted rate with that of the built-up area in square meter (46,135 sqm) and then with 12 to arrive at total Annual License Fee. If the selected bidder at any point of time adds to the built up area after procuring necessary

approvals from the Authority, the total amount payable shall be calculated by the applicable per square meter rate (after incorporating the mentioned applicable escalation on the said date) with the total built-up area incorporating the increase. The time period shall be calculated from the next very month wherein the Authority approves the completion of additional built-up area. The Price Bid to be quoted by the Bidder shall be without any qualification/condition. Any conditional financial proposal/Price bid or having any qualification shall be summarily rejected with forfeiture of Bid Security. The Annual License Fee as quoted by the Bidder shall be exclusive of GST and GST shall be payable at actual by the Preferred Bidder/ Authorizee over and above the Annual License Fee.

2.12.2. The Minimum Fix Reserve Annual License Fee payable by Selected Bidder to BSCL shall be **Rs. 5.00 Cr. + GST As applicable, amounting to Minimum Reserve Annual License Fee Amount of (1st year Annual License Fee) + GST**

2.12.3. The Authorizee shall be granted a **100% initial concession in Annual License Fee as quoted by bidder for period of (six) 6 months from the Compliance date (more specifically defined in the Draft Authorization Agreement) for undertaking the upgradation of the Project Facility in terms hereof and as more particularly to be set out in the Authorization Agreement (Upgradation Period)**. The Authority may in its sole discretion grant extension of the Upgradation Period in the manner and on terms as set forth in the Authorization Agreement.

2.12.4. During the 2nd Year, The selected bidder shall be required to pay to BSCL the entire amount of quoted Annual License Fee.

2.12.5. The amount in lieu of Annual License fee payable quarterly and transfer of fixed maintenance amount (Corpus Fund) also payable quarterly shall be made through the Escrow Mechanism. The Bidder / Authorisee is required to open an Escrow Account with any scheduled bank having branch in Bareilly, Uttar Pradesh with first right of payment transfers shall be with regard to Annual License Fee and next is Corpus Fund. The Authority shall have the right to waive off this Escrow Account requirement and replace the same by a dedicated project account at the time of signing of the agreement.

2.13. Currencies of Bid and Payment

2.13.1. Not used

2.13.2. All payments to be made by the Preferred Bidder in terms hereof, including advances, if any, shall be made by the Preferred Bidder in Indian Rupees.

2.14. Bid Validity

2.14.1. Bids shall remain valid for a period of 120 days (one hundred twenty days) after the Bid Due Date (herein the **“Bid Validity Period”**). A Bid having lesser validity period than the prescribed Bid Validity Period shall be summarily rejected by the Authority as non-responsive.

2.14.2. Prior to expiry of the Bid Validity Period, the Authority may request the Bidders to extend the Bid Validity Period for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse such request for extension of bid validity period without being liable for forfeiture of its Bid Security. A Bidder agreeing to the request will not be required or permitted to modify its bid but will be required to extend the validity of its Bid Security for the period of the extended bid validity

period, in compliance with Clause 2.15 in all respects.

2.15. Bid Security

2.15.1. The Bidder shall furnish, as part of its Bid, a Bid Security equivalent to an amount and form as mentioned in clause 1.2.4 of this RFP.

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

2.15.3. The Bid Security of unsuccessful bidders shall be returned as per provisions of clause no. 1.2.4 of this RFP.

2.15.4. The Bid Security of the Preferred Bidder will be returned when the Bidder has furnished the required Performance Security and signed, executed the Authorization Agreement.

2.15.5. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Authorization Agreement, or otherwise, under the following conditions:

- a) If a Bidder submits a non-responsive Bid;
- b) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- c) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
- d) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- e) If the Bidder does not accept the correction of errors in its Bid, pursuant to Clause 2.26 hereof;
- f) In the case of the Preferred Bidder, if the Bidder fails within the specified time limit to
 - i) To sign and return the duplicate copy of LOI;
 - ii) To furnish the required Performance Security within the period prescribed there;
 - iii) Sign the Authorization Agreement;
- g) Any other conditions, with respect to the Bidder as well as the Preferred Bidder, for which forfeiture of Bid Security has been provided under this RFP.

2.16. Pre- Bid Meeting

2.16.1. The official representatives of the Bidders are invited to attend a Pre-Bid meeting which will take place in the office of BSCL, Bareilly as provided in Clause 1.3 of this RFP

2.16.2. The purpose of the Pre- Bid meeting will be to clarify issues and to answer questions in respect of the Project that may be raised at that stage.

2.16.3. The Bidder is requested to submit questions in writing or by email, to reach the Authority

at least 5 days prior to the Pre-Bid meeting.

2.16.4. Minutes of the Pre-Bid meeting, including the text of the questions raised and the responses given together with any response prepared after the meeting, will be uploaded in the website as mentioned in Clause 1.3. Any modification of the bidding documents listed in Clause 2.6 which may be considered necessary as a result of the pre-bid meeting shall be made by BSCL exclusively through the issue of an Addendum pursuant to Clause 2.8 and not through the minutes of the pre-bid meeting.

2.16.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

2.17. Format and Signing of Bid/e-Bid

2.17.1. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately from the original copy of the proposal comprising the Bid as described in Clause 2.11 of Instructions to Bidders. The electronic copy of the original proposal shall be electronically uploaded as per requirement of e-portal and the hard copy of the Technical Proposal only to be submitted to the Authority. In case of any discrepancy between uploaded copy and hard copy of the technical bid, the uploaded copy shall prevail. The price bid shall only be electronically uploaded and no physical form of the Price Bid shall be required to be submitted.

2.17.2. 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 later'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.

2.17.3. 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.

2.17.4. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

2.17.5. The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to sub clause 2.1.5.

2.17.6. The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initialed by the person or persons authorized to sign the Bid.

D. Submission of Bids

2.18. Submission of Bids/e-Bids

2.18.1. 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.

2.18.2. 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.

2.18.3. 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.

2.18.4. 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.

2.18.5. 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.

2.18.6. The Bidders have to follow the following instructions for submission of their e-Bid:

1.18.6.1. The prospective/intending bidder must be registered on e-tendering portal <http://eteder.up.nic.in>. Those who are not registered on e-tendering portal required to be registered before hand. 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.

1.18.6.2. 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.

1.18.6.3. 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.

1.18.6.4. 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.

1.18.6.5. 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).

- 1.18.6.6. 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.
- 1.18.6.7. 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 for each label.
- 1.18.6.8. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents 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.
- 1.18.6.9. 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.
- 1.18.6.10. BSCL reserves the right to cancel any or all e-Bids without assigning any reason.
- 2.18.7. The original hard copy of the Technical Bid along with any original financial instruments as required by any stipulation of this RFP to be submitted in a sealed envelope with the Name of the Project super scribed and also the name of the Bidder

and its address written. The submission to be done at the address as mentioned in Clause 2.11.3 by the date as mentioned in Clause no. 1.3 of this RFP.

2.18.8. The Technical Bid/proposal should not contain financial proposal or price bid in any form. If such is found, then the proposal as a whole of the concerned Bidder shall be rejected with forfeiture of Bid Security.

2.19. Deadline for Submission of Bids/e-Bids (Bid Due Date)

2.19.1. Bids & e-bids must be received by the Authority at the address as mentioned in clause 2.11.3 on or before the date & time as mentioned in Clause no. 1.3 of this RFP

2.19.2. The Authority may, at his discretion, extend the deadline for submission of Bids by issuing an addendum in respect thereof.

2.19.3. In the event of specified date of Bid Due Date being declared a holiday for BSCL, the deadline for submission of Bid shall be the next working day.

2.20. Late Bids

2.20.1. Bids received by BSCL after the specified time of the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

- a. 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.

2.20.2. 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.

2.21. Withdrawal / Re-submission of e-Bids and Bids

2.21.1. 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.

2.21.2. 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.

2.21.3. 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.

2.21.4. 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.

2.21.5. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids

2.21.6. The Bidder may modify, substitute or withdraw its physically submitted Technical Bid if it has modified/substitute its e-bid as per clause 2.21 above within the stipulated time and time limit for submission of physical bids has not expired, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.21.7. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.18, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.21.8. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

E. Bid Opening and Evaluation

2.22. Opening of Technical Bid

2.22.1. The Authority will open & encrypt the technical bids of all the Bids received electronically and announce the names of (i) Bidders, and (ii) Bidders who have given notice for withdrawal of their Bids in the presence of Bidders or their representatives who choose to attend on the date and time mentioned in the RFP. In the event of specified date of Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day.

2.22.2. Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause 2.21 shall not be opened and shall be returned.

2.22.1 Technical Bid of other Bidders shall then be opened. Bidder's names, the presence/or absence of Bid Security, the amount and validity of Bid Security furnished with each Bid and such other details, as the Authority may consider appropriate will be announced by the Authority at the opening. Bidder/s will be termed non-responsive if any required financial instrument is not found with the bid or is not electronically submitted.

2.22.2 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

2.22.3 The e-envelope containing the Financial Bid shall not be opened at this stage.

2.23 Examination of Technical Bid and Determination of Responsiveness of the same

2.23.1 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required Bid Security.

2.23.2 If the Bid Security furnished does not conform to the amount and validity period as specified in this RFP document (Volume I) and has not been furnished in the form specified in clause 2.15, the Bid shall be rejected by the Authority as non-responsive.

2.25.2 Subject to confirmation of the Bid Security by the issuing bank (if required), the Technical Bid accompanied with valid Bid Security will be taken up for determination of responsiveness of the Bid in terms hereof. In case, the Bank does not confirm the Bid Security, the Bid shall be rejected as non-responsive and no further evaluation shall be carried out.

2.25.2 The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria in terms hereof, has the required financial capabilities as set out in this RFP, is accompanied by the requisite certificates, undertaking and other relevant information specified in this RFP document and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require pursuant to Clause 2.28.

2.25.2 If the Technical Bid of any Bidder is not substantially responsive, the Bid of such Bidder will be rejected by the Authority and the Bidder will not subsequently be allowed to make its Bid responsive by correction or modification or withdrawal of the non-conforming deviation or reservation.

2.25.2 The Authority shall inform, by email, the Bidders, whose Technical Bid is found to be responsive and who are shortlisted based on qualification criteria as detailed out in clause 2.2 and evaluated on the basis of Section 3 of this document, the date, time and place of opening of Financial Bid. In the event of the specified date being declared a holiday for the Authority, the Financial Bid will be opened at the appointed time and location on the next working day.

2.25.2 The Financial Bids of those Bidders whose Technical Bids is determined to be non-responsive or not substantially responsive pursuant to this Clause 2.23 will not be opened electronically.

2.24 Opening of Financial Bids

2.24.1 The Authority will open the e-envelope marked 'Financial Bid' of only those Bidders who's Technical Bids have been determined to be substantially responsive in accordance with Clause 2.23 and have been evaluated in terms of Section 3 of this RFP and determined

to fulfill the qualification criteria as detailed out in clause 2.2, in presence of the Bidders or their representatives who choose to attend on the date intimated to such Bidders. In the event of specified date of Financial Bid opening being declared a holiday for The Authority, the 'Financial Bids' shall be opened at the appointed time and location on the next working day.

2.24.2 Not Used.

2.24.3 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

2.25 Examination of Financial Bids and Determination of Responsiveness of Financial Bid

- a) BSCL will determine responsiveness of each Financial Bid in accordance with terms of this RFP.
- b) A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents and is unconditional & without any qualification.
- c) If the Financial Bid of any Bidder is not substantially responsive in terms hereof, the Bid of such Bidder shall be rejected by BSCL and the Bidder shall not subsequently be allowed to make its Bid responsive by correction or withdrawal of the non-conforming deviation or reservation.
- d) If the Bidder submits financial proposal with any condition and/or qualification, then the bid shall be summarily rejected with forfeiture of bid security.

2.26 Correction of Errors

2.26.1 Financial Bids determined to be substantially responsive will be checked by BSCL for any arithmetic errors. Arithmetic errors will be rectified on the following basis:-

- i) Where there is a discrepancy between the amount quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy

2.26.1 The amount stated in the Financial Bid will be adjusted by BSCL in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his Bid Security may be forfeited in accordance with Clause 2.15.

2.27. Evaluation and Comparison of Financial Bids

2.27.1 BSCL will evaluate and compare only those Financial Bids which are determined to be substantially responsive in accordance with Clause 2.25.

2.27.2 In evaluating the Financial Bids, BSCL will determine for each Financial Bid quoted by the Bidder, by making correction for errors, if any, pursuant to Clause 2.26;

2.27.3 The Price Bid will be evaluated on the basis of Clause 3.5.

2.28 Clarification of Bids

- 2.28.1 To assist in the examination, evaluation and comparison of Bids, BSCL may, at his discretion, ask any Bidder for authentication the correctness of the information/details furnished by him in his Bid. Such request by BSCL and the response by Bidder shall be in writing or by email, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by BSCL in the evaluation of the Bids in accordance with Clause 2.26.
- 2.28.2 Subject to Sub Clause 2.28.1, no Bidders shall contact BSCL on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.
- 2.28.3 Any effort by the Bidder to influence BSCL in the BSCL's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of his Bid.

2.29. Process to be Confidential

- 2.29.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

F. Award of Contract**2.30. Award Criteria**

- 2.30.1 As per the evaluation of the Bids in terms of section 3 of this RFP, the technically qualified Bidder quoting the highest Financial Bid/Offer would be considered as the Preferred Bidder/Highest Bidder.

2.31. Authority's Right to Accept any Bid and Reject any or all Bids

- 2.31.1 Notwithstanding anything contained in Clause 2.30 above, BSCL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the BSCL's action.

2.32. Letter of Intent

- 2.32.1 After selection, a Letter of Intent (the "LOI") shall be issued, in duplicate, by the Authority to the Preferred Bidder and the Preferred Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Preferred Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as loss and damage suffered by the Authority on account of failure of the Preferred Bidder to acknowledge the LOI, and the Authority may initiate the bidding process again for the other Qualified Bidders or may annul the bidding process and take steps to start a fresh bidding process.

2.32.2 After acknowledgement of the LOI as aforesaid by the Preferred Bidder, it shall cause the Authorisee to execute the Authorization Agreement within the period as prescribed in the Lol. The Preferred Bidder shall not be entitled to seek any deviation, modification or amendment in the Authorization Agreement.

2.34. Performance Security

2.34.1 Within 15 (fifteen) days of the date of receipt of the Lol or before signing of Authorization Agreement, whichever is earlier, the Preferred Bidder shall furnish to the Authority / BSCL, a Performance Security of 10% of equivalent to Total **Annual License Fee** (which is the quoted rate as provided by the Preferred Bidder in its Financial bid multiplied the built-up area of 46135 square meter and 12), in the form of a Bank Guarantee/ Demand Draft drawn on any Scheduled Commercial Bank, in favour of Bareilly Smart City Limited payable at Bareilly.

2.34.2 The Authorisee shall ensure that the amount of Performance Security is revised from time to time, till the end of the Authorization Agreement, so that the Performance Security is at all times equivalent to Applicable Annual License Fee payable (as elaborated in Clause 2.12 above) in a particular Accounting Year.

2.34.3 Failure of the Preferred Bidder to comply with the requirement of Clause 2.34 shall make Preferred Bidder liable for cancellation of the Lol and forfeiture of the Bid Security, and restriction on future participation in Authority's projects for a period as decided by the Authority.

2.35 Signing of Agreement

2.35.1 Preferred Bidder shall cause the Authorisee to execute the Authorization Agreement within the period as prescribed in the Lol. The furnishing of Performance Security, in terms hereof and as to be enumerated in the Lol, shall be a necessary condition for execution of the Authorization Agreement.

2.35.2 Within 28 (twenty eight) days of the date of signing the Authorization Agreement, the Preferred Bidder shall, if required by the Authority, procure the registration of the same, after having the required amount of stamp duty adjudicated by the Inspector General of Registrations, Lucknow and return the same duly signed and executed on behalf of the Preferred Bidder to the Authority.

3. CRITERIA FOR BID EVALUATION OF BIDDERS

3.1 Evaluation parameters

- 3.1.1 Only those Bidders whose Bids are found responsive in terms hereof and meets the eligibility criteria specified in Clause[s] 2.2.2 above shall qualify for evaluation under this Section 3. Bidders whose Bid do not meet the aforesaid qualification criteria shall be rejected.

3.2 Evaluation Methodology

- a) Evaluation of the Bids found responsive in terms of clause 3.1.1 above will be based on marks allotted to Technical Bids. A total of 100 marks are assigned for Technical Bid. Out of 100 marks a total of 60 marks are assigned for Technical Criteria & 40 marks is assigned for Financial Criteria. Bidders getting 60% marks (technical & financial criteria taken together) shall be shortlisted and will be eligible for opening of their Financial bid.

3.3 Evaluation of Technical Experience

QCBS

3.4 Financial information for purposes of evaluation

- 3.7.1 The Bid must be accompanied by the audited annual reports of the Bidder for the last 3 (three) financial years, preceding the financial year in which the Bid is made.
- 3.7.2 In case the annual accounts 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 shall certify the same. In such a case, the Bidder shall provide the audited annual reports for 3 (three) financial years preceding the financial year for which the audited annual report is not being provided.
- 3.7.3 The Bidder must establish the Financial Capacity as specified in Clause 2.2.2 (b), and provide details as per format at Annexure V

SECTION 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Authorisation Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Authorisation Agreement, the Authority may reject a Bid, withdraw the LOI, or terminate the Authorisation Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Authorisee, as the case may be, if it determines that the Bidder or Authorisee, 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, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Authorization Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOI or the Authorisation Agreement, or otherwise if a Bidder or Authorisee as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Authorisation Agreement, such Bidder or Authorisee shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Authorisee as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be..
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of BSCL who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Authorization Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BSCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Authorization Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Authorization Agreement, who at any time has been or is a legal, financial or technical adviser of BSCL in relation to any matter concerning the Project;
 - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the

Bidding Process ;

- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by BSCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process or abstaining itself or any person from bidding as would have the effect of eliminating competition or a competitor..

PRE-BID CONFERENCE

- 5.1 BSCL may convene a Pre-Bid conference of the interested parties on the date given at Clause 2.16 hereinabove. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid conference. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of BSCL. BSCL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

SECTION 6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bareilly shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 BSCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to BSCL by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases BSCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 Words and Phrases not defined in this RFP shall have the meaning as specified in the Authorisation Agreement.

Annexure I: Letter Comprising the Bid

Ref.

Date:

To,

.....

Dear Sir,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the "Upgradation, Operation, Maintenance & Management of ----- (Name of the Project Facility Location). in " (**'Project'**).

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We confirm that the application is valid for a period of 120 days from the due date of submission of application and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by M/s _____[...] (*name of the Bidder/ Consortium Members (with Lead Member)*), in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by BSCL (hereinafter referred as the "**Authority**") and in any subsequent communication sent by Authority.
3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Authority)
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Preferred Bidder.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

BAREILLY SMART CITY LIMITED

- a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b. I/ We do not have any conflict of interest in accordance with the RFP document; and
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
8. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
 10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.
 11. I further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.
 12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
 13. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
 14. In the event of me being declared as the Preferred Bidder, I agree to enter into a Authorization Agreement in accordance with the draft that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 15. I have studied all the Bidding Documents carefully and also surveyed the project details. We understand that except to the extent as expressly set forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Authorization.
 16. The Financial Bid has been quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, Authorization Agreement, our own estimates of costs and after a careful assessment of the identified locations of the proposed Centers and all the conditions that may affect the Bid.
 17. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Authorization is not awarded to me or our Bid is not opened or rejected

- 18.** I agree and undertake to abide by all the terms and conditions of the RFP document which and furnishing of the Performance Security to the Authority in the manner provided in respect thereof in the RFP.
- 19.** We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Proposal Due Date.
- 20.** I agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I submit this Bid under and in accordance with the terms of the RFP document.

Thanking You,
Yours Sincerely,

For and on behalf of : (name of the Bidder and the Company Seal)

Signature : (Authorised Representative & Signatory)

Name of the Person :

Designation :

.Annexure II: Checklist of Submissions

SI No	Enclosures to the Technical & Price Bid	Status (Submitted/Not Submitted)	Comments, if any
1	Covering Letter		
2	Details of Bidder		
3	Technical Capacity (Experience) of the bidder		
4	Turnover OR Net worth (Financial Capacity) of the bidder		
5	Statement of Legal Capacity		
6	Power of Attorney for signing of Bid		
7	Power of Attorney for Lead Member		
8	Joint Bidding Agreement		
9	Bid Security		
10	Information regarding litigation, debarment, arbitration, etc.		
11	Bid document along with addendum duly signed by Authorised signatory and stamped.		
12	Audited report of the balance sheet of the last three financial years of the Bidder		
13	In case financial strength is being used of the Associates than Board Resolution and Letter of Undertaking		
14	Price Bid Letter and submissions in line with the RFP requirements		

Annexure III: Details of Bidder

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder including details of its main lines of business:
3. Details of individual(s) who will serve as the point of contact/ communication for BSCL:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:
 - a. The information above (1-4) should be provided for all the members of the Consortium.
 - b. A copy of the Jt. Bidding Agreement, as envisaged in the RFP document should be attached to the Bid.
 - c. Information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role*	Percentage of equity in the Consortium
1.			

2.			
3.			

- * ***The role of each member, as may be determined by the Bidder should be indicated.***

The following information shall also be provided for each member of the Consortium

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the [Central/ State Government, or any entity controlled by them], from participating in any project[s] (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages More than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, last three years?		

6. A statement by the Bidder and each of the members of its consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past are given below (Attach extra sheets, if necessary)

Annexure IV: Experience (Technical Capacity) of Bidder

(Refer Clause 2.2.2)

A. Details of work pertaining to Eligible Projects executed by the Developer/ Operator

Name of the Project	Name of the Entity whose experience is being claimed	Built up area in square meter	Year of Construction	Bidder is doing Operation Since	In case of consortium, percentage experience that can be claimed

B. The Bidder has to provide certificate from the respective authority for each of the project mentioned in the above table covering the following information

Name of Bidder

Item	Particulars of the Project
Details of the Project	
Owned By	
Affiliation of Hotel, if any (ITDC/ State Tourism etc)	
Year of Construction	
Location	
Number of Employees	
Facilities Available	
Whether run by Bidders independently or jointly with some other company	
In case of joint operation, shareholding of the Bidder in the JV/ Company	

C. The Bidder has to provide following certificates to prove their Qualification Statement:

- a. Statutory Auditor (in case of Company)/ Auditor(in case of firm) confirming that the Bidder is engaged in operation of the said hotel (for which the experience is being shown by the Bidder) of ---rooms for the last ... years. In case of restaurant/wayside amenity, the Statutory Auditor to confirm the total built up area of the restaurant/wayside amenity including Air Conditioned Area, details. Statutory Auditor to also confirm the shareholding of the Bidder in the entity operating the mentioned facility**
- b. Copy of Certificate of Classification issued by Department of Tourism(whenever applicable)**
- c. Certificate / license from Concerned Municipality / Corporation/Other competent authority to show that the establishment (*for which the experience is being shown by the Bidder*) is registered as a hotel/wayside amenity/restaurant**

or
- d. Certificate / licence from concerned police Department authorizing the running of a facility**

or
- e. Clearance Certificate from Municipal Health Officer / Sanitary Inspector giving clearance to establishment from sanitary /hygienic point of view.**

or
- f. No Objection Certificate with respect to fire fighting arrangements from the Fire Service Department (Local Fire Brigade Authorities)**

AND

- g. A certified plan of the restaurant/wayside amenity detailing out the area**

Note:

- 1. In case of Bidder using strength of Associates, Bidder has to provide documentary proof of Association as per the definition of Associates in the RFP Document and the same shall be certified by *Statutory Auditor (in case of Company)/ Auditor(in case of firm)* of the Bidder.**

Annexure V: Financial Capacity of the Bidder

(refer Clause 2.2.2 (b))

(In Rs. crore)

Name of the Bidder:			
Particulars	FY 2022-23	FY 2021-22	FY 2020-21
Net Worth (As on 31 st March of each FY)			
Turn Over			
Profit After Tax			

Certificate from the Statutory Auditor (in case of Company)/ Auditor (in case of firm)

This is to certify that(name of the Applicant) has a Net Worth, Annual turnover and Profit After Tax as shown above.

Name of Authorized Signatory:

Designation:

Name of firm:

(Signature of the Authorized Signatory)

Seal of the Firm

Note:

In case of consortium, if the Financial Criteria is being met jointly, then name of both the member of the consortium shall appear in the table and separate certificate shall be provided by Statutory Auditor/ Auditor.

Instructions:

1. Audited report of the balance sheet of the last three financial years of the Bidder / Consortium. The financial statements shall:

- a) reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
- b) be audited by a statutory auditor;
- c) be complete, including all notes to the financial statements; and
- d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Annexure VI: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref.

Date:

To,

.....

Sub: **Bid for “Upgradation, Operation, Maintenance & Management of
.....(Name of the Project Location)”**

Dear Sir,

We hereby confirm that we 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,

For and on behalf of

Authorized signatory

Annexure VII: Power of Attorney for signing of Application

(Refer Clause 2.1.6)

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the ***** Project[s] proposed or being developed by the ***** (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to BSCL, representing us in all matters before BSCL, signing and execution of all contracts including the Authorization Agreement and undertakings consequent to acceptance of our bid, and generally dealing with BSCL in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Authorization Agreement with BSCL.

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

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

For -----

(Signature)

(Name, Title and Address)

Witnesses:

1 1. [Notarized]

2 Accepted


(Signature)


(Name, Title and Address of the Attorney)

Notes:

 *The mode of execution of the Power of Attorney should be in accordance with the*

procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

 *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

 *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

Annexure VIII: Power of Attorney for Lead Member of Consortium

Whereas the Bareilly Smart City Limited ("BSCL") has invited Bids from interested parties for the Upgradation, Operation, Maintenance and Management of(insert the name of the location as applicable) ("the Project").

Whereas, _____, _____, _____ and _____ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project[s] in accordance with the terms and conditions of the Request for Proposal document (RFP), Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and

things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF ____ 20....

For _____
(Signature)

(Name & Title)

For _____
(Signature)

(Name & Title)

Witnesses:

1

2

(Executants)(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

ANNEXURE IX : Litigation History

Refer Clause 2.2.3

(To be provided by the Bidder)

Annexure X: Joint Bidding Agreement

This Joint Bidding Agreement (JBA) entered into thisday of20... at

Among

M/s, a, having its registered office at(hereinafter referred to as the Lead Member/First Part, which expression shall, unless repugnant to the context include its successors and permitted assigns)

And

M/s, a, having its registered office at (hereinafter referred to as the Other Consortium Member/Second Part, which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned Parties of the First and Second Part shall collectively be referred to as “the Parties” and individually as “the Party”

WHEREAS Bareilly Smart City Limited, (hereinafter referred as the “**Authority**”) intends to promote private sector participation in operation and maintenance of Wayside Amenity at(name of the location as applicable) and pursuant to said objective has invited Request for Proposal No....., dated(the RFP) for qualification and shortlisting of bidders for selecting the BSCL to undertake the **Upgradation, Operation, Maintenance and Management of**(name of the location as applicable) (herein after called the “**Project**”)

AND WHEREAS the Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

AND WHEREAS it is a necessary condition under the RFP document that the members of the Consortium shall enter into a JBA and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Authorization Agreement.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium

constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the BSCL and awarded the Project, it shall incorporate a special purpose company (the “**Authorizee**”) under Companies Act, 1956, for executing the Authorization Agreement with the Authority and for performing all its obligations as the Licensee in terms of the Authorization Agreement executed with respect to the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) The Lead member of the Consortium {Financial Member} shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the end of Authorization Period under the Authorization Agreement when all the obligations of the Authorizee shall become effective;

5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Authorization Agreement, till License Period for the Project under and in accordance with the Authorization Agreement.

6. Shareholding in the Authorizee

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the Authorizee shall be as follows:

First Party:

Second Party:

- 6.2 The Parties undertake that they shall collectively hold at least 100% (Hundred per cent) of the subscribed and paid up equity share capital of the Authorizee during the period commencing from the date of execution of the Authorizee Agreement (“**Effective Date**”) until the fifth anniversary of the Effective Date, and that thereafter during the remaining term of the Authorization Agreement, the aggregate equity share holding of the bidder Consortium in the subscribed and paid up equity share capital of the Authorizee shall not be less than 51% (fifty one

per cent).

- 6.3 The Parties undertake that the Lead Member shall be required to hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the Authorizee during the period commencing from the Effective Date until the term of the Authorization Agreement.
- 6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the RFP and the Authorization Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this JBA that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this JBA;
- (b) The execution, delivery and performance by such Party of this JBA has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this JBA for the delegation of power and authority to execute this JBA on behalf of the Consortium Member is annexed to this JBA, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, Authorization, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this JBA;

- (c) this JBA is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this JBA.

8. Termination

This JBA shall be effective from the date hereof and shall continue in full force and effect until the Authorization Period for the Project under and in accordance with the Authorization Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the JBA will stand terminated.

9. Miscellaneous

9.1 This JBA shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this JBA shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS JBA AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
DELIVERED For and on behalf of
behalf of
SECOND PART by:

SIGNED, SEALED AND
For and on
LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Annexure XI: Site Map

Annexure XII: Project Facility

Bareilly Smart City Limited (BSCL) under the Smart City Mission of Ministry of Housing and Urban Affairs, Government of India is developing the Bareilly Haat and Handicraft Centre at Bareilly which is one the landmark project at Bareilly. The project spread over an area of 46135 sqm land parcel located near Gandhi Udhyan is being constructed by Bareilly Smart City Limited (BSCL). Major project facilities developed in various blocks include Shops, Marts, Convention Center, Hotel Complex, Dormitory, One District One Shop (ODOP Shops), Food Court, Handicraft Incubation Center Cum Training Center; Multipurpose Halls cum Exhibition hall and Interpretation Centre. Other recreational facilities being developed in the Urban Haat complex includes Ferris Wheel, Food Street, Amphi Theater etc.

The project is being implemented through EPC contractor as per the design approved by Bareilly Development Authority (BDA) subsequent to its approval by BSCL. The area statement is as summarized below.

Block wise & floor wise area Statement as per the actual site details of the project developed by BSCL.

S.	Descriptio	Built up Area (BUA) as per Site (sqm)
URBAN HAAT AREA		
1	BASEMENT	11,700.0
	Sub-total	11,700.0
2	SHOPPING CENTRE-1 (G+2)	
	G.F	553
	F.F	553
	S.F	390
	Mumty	74
3	SHOPPING CENTRE-2 (G+2)	
	G.F	569
	F.F	569
	S.F	434
	Mumty	-
	Sub-total	3,142.00

4	SHOPPING KIOSK	
	G.F.	831
5	STALLS	
	G.F.	1,094.00
	Sub-total	1,925.00
6	FOOD COURT (G+2)	
	G.F	1,464.00
	F.F	1,290.00
	S.F	805
	Mumty	103
	Sub-total	3,662.00
7	INTERPRETATION CENTRE	
	BASEMENT	1,300.00
	Sub-total	1,300.00
8	CONVENTION CENTRE (G+3)	
	G.F	1,860.00
	F.F	1,696.00
	S.F	1,677.00
	T.F.	1,677.00
	Mumty	90
	Sub-total	7,000.00
9	DORMITORY BLOCK (G+1)	
	G.F.	597
	F.F.	551
	MUMTY	30
	Sub-total	1,178.00
1	OPEN AIR THEATRE	
	G.F.	400
	Sub-total	400
1	LIFT LOBBY+STAIRCASE	
	G.F.	220
	Sub-total	220
1	GUARD ROOM	
	G.F.	112
	Sub-total	112

1	ELECTRICAL SERVICES	110
	Sub-total	110
URBAN HAAT AREA		
1	GATE HOUSE	-
	Sub-total	-
1	PUBLIC TOILETS	150
	Sub-total	150
HANDICRAFT CENTRE AREA CHART		
1	BASEMENT	3,465.00
	Sub-total	3,465.00
1	BLOCK-1	
	G.F.	1,366.00
	F.F.	1,341.00
	S.F.	1,327.00
	T.F.	1,000.00
	TERRACE	120
	Sub-total	5,154.00
1	BLOCK-2	
	G.F.	1,270.00
	F.F.	1,233.00
	S.F.	1,233.00
	T.F.	1,133.00
	TERRACE	316
	Sub-total	5,185.0
1	BLOCK-3 (MULTIPURPOSE HALL)	
	G.F.	1,400.0
	Sub-total	1,400.0
2	GUARD ROOM	
	G.F.	32
	Sub-total	32
	Grand Total of BUA (including parking)	46,135.0
	Grand Total of BUA (excluding parking)	29,670.0

Aim of the project

Aim of the project is to create Largest Multipurpose Commercial, retail, Convention, Exhibition centre, recreational , Food Courts and other Institutional Areas for City Handicrafts Artisan at one place catering to people of all age and make this an inviting centre for Designers, General Public and Tourists.

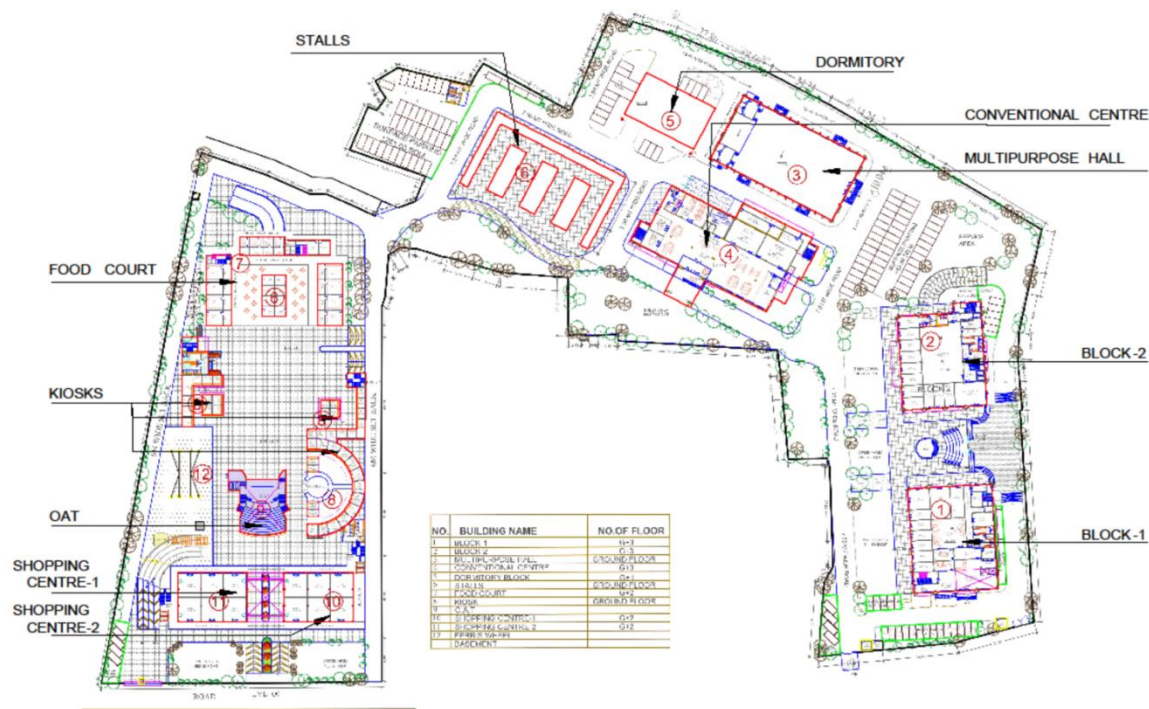
Objectives of the Project

- To operate and manage At least 200 Permanent shops inside the campus
- To operate and manage Temporary Shops spaces in case of the Exhibition
- To operate and manage the spaces for all age groups and add commercial value to the property
- To operate and manage Restaurant, Café, Food Courts of various states etc to increase the footfall
- To operate and manage Children play area for the children in the Site
- To Plan Events for the Consumers which would make the place More vibrant and help the business of the Artisans
- To operate and manage an Interpretation Centre in the Campus to glorify the Past of the City
- To operate and manage Ample Parking spaces in the Campus
- To operate and manage a shopping complex within the campus
- To operate and manage the dormitories, Convention centre and Hotel Spaces in the complex

Need of the Project

This project is part of the Government's objective to Provide and enable the Artisans with the platform to Exhibit their Product and make money. Development of a Bigger Urban Haat will help to generate Money for the authority and make this high value piece of land part of mainland city. The Project also has Hotels, Training centre. Incubation centres for designers along with Convention centre , Event area, Auditorium which will boost city economy along with welfare of Artisan

Proposed Site Plan



Proposed View of Project

Present Site Photos



1- Urban Haat



2- Handicraft Center & AmphiTheater

Project: Operation and Maintenance of Bareilly Haat and Handicraft Centre at Bareilly, in Uttar Pradesh through Private operator envisaged to be selected through transparent Bidding process

Rationale of the project: The integrated Urban Haat complex is primarily developed to promote specialty handicraft products of Bareilly at national and international level.

Social Impact: The integrated Urban Haat complex will help in providing livelihood to artisans as well as to enhance their skillset by providing training by professional institute.

Total land area: 10.74 acre (Approx)

Project cost (Building & Civil Works and P&M): Rs.170 crore Approx including GST. (already incurred by BSCL)

Details of leasable spaces are as Follows:

leasable area distribution of Project other than Block 1,2 &3 (in sqm)											
	Type of	Ground Floor			First			Second floor & Third			
		No	Area	Total Area	No	Area	Total Area	No	Area	Total	
Block 10 Shopping	Sho										
Block 11 Shopping	Sho										
Block 07 Food Centre	Food	4	2	1	2	53.	1	2	53.	1	322
	Food	8	4	3							368
	other	8	14.	115							11
	Restaurant s/Caf fee				2	6	1	2	6	1	240
	Stalls Type	4	1	4							462
	Stalls Type										
	Stalls Type	2	18.	3							37
	Kiosks Type	5	1	5							50
	Kiosks Type	6	1	6	4	1	4				110
	Kiosks Type	1	12.	1	1	12.	12				16
	Kiosks Type	7	15.	110.	3	15.	47.				15
	Kiosks Type	9	17.	160.	9	17.	160.				320
Total Leasable Area floor wise				2610.47			1470.77			1019	5100.24

Annexure XIII: Board Resolution/Resolution of the Associates

For an Entity as Bidder quoting on the technical & financial strength of the Associate (Format for Board Resolution from the Associate)

“RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby granted to [Insert the name of the Bidder], for submission of bid to Upgradation and Operation & Maintenance & Management of(insert the name of the location as applicable), whereby the Company undertakes to take up the upgradation, operation, maintenance & management and/ or investment required in the Upgradation of the Project Facility as per the detailed Project report as submitted by the(Name of the Bidder), in case of failure of (Name of the Bidder) to make such upgradation, operation, maintenance & management and/ or investment.

“RESOLVED FURTHER THAT Mr., (Designation), of the (Name of associate Company), is hereby authorized to issue the letter of undertakingon behalf of the Company.”

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary or any of the authorised Directors of the Company and the rubber stamp for the Company shall be affixed.
- 2) The contents of the format should be suitably re-worded indicating the identity of the entity passing the resolution i.e. the Bidding Company, each Member of the Bidding Consortium.

Annexure XIV: Letter of Undertaking of the Associates
(In case the Bidder is using the Financial Strength of the Associates)

To,

.....

Sub: Bid for “Upgradation, Operation , Maintenance & Management of -----(name of the project location)”

Dear Sir,

We certify that [Insert Name of the Associate] is the Associate of the [Bidding Company] as per the provisions of the bid document and that our ownership stake in the Bidding Company is..... %.

In view of the above, we hereby undertake to you and confirm that we will make the required upgradation, operation, maintenance & management and/ or investment in the Project Facility, in case the bidding company/ Bidder fails to make such upgradation, operation, maintenance & management and/ or investment required for the project

We have attached hereto certified true copy of the Board Resolution (Annexure XIII) whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

Signature of
Chief Executive Officer/Managing Director

Signature and Stamp of
Statutory Auditor

(Please also affix common seal of Associate)

Date;

Note:

- 1. The above response sheet should be signed and certified as true by the Chief Executive Officer/Managing Director being full time Director and Statutory Auditor of the Associate**

Annexure XV: Price Bid (Financial Bid)

FINANCIAL/ PRICE BID LETTER & FORMAT FOR PRICE OFFER

E-Bid Form

FINANCIAL/ PRICE BID LETTER & FORMAT FOR PRICE OFFER

To,
The Managing Director
.....
.....

**Sub: Financial Bid for “Upgradation, Operation, Maintenance & Management of
..... Name of the Project Location). ____ in Bareilly, Uttar Pradesh”**

Dear Sir,

As a part of the Bid for Upgradation, Operation, Maintenance & Management of (name of the project). ____ in, we hereby make the following Financial Offer (Price Bid) to Bareilly Smart City Limited for Authorization Period of years.

We quote Rupees _____ per square meter per month (Rupees Only per square meter per month) towards License Fee.

We understand that the Annual License Fee (ALF) which will be arrived by multiplying our quoted by us with that of the applicable built up area and 12 is exclusive of GST and adheres to all applicable stipulations of the RFP including the bid validity period..

We understand that the ALR will be subject to annual revision as per clause 2.12 (Volume I),

We agree to bind by this offer if we are selected as the preferred bidder.

FOR AND ON BEHALF OF _____

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL

COMPANY _____

DATE _____

Annexure XVI: Format for Bank Guarantee for Bid Security

(Refer Clauses 2.15)

B.G. No.

Dated:

- 1 In consideration of you, Bareilly Smart City Limited, having its office at (hereinafter referred to as BSCLL, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [insert the name of the Bidder/Name of Consortium with name of Lead Member] and having its office at [and acting on behalf of its Consortium, if applicable] (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Project of Upgradation, Operation, Maintenance and Management of (insert the name of the Project Facility) in (hereinafter referred to as "the Project") pursuant to the RFP Document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.15 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to BSCLL an amount of Rs./- (Rupees only) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
- 2 Any such written demand made by BSCLL stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- 3 We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of BSCLL is disputed by the Bidder or not, merely on the first demand from BSCLL stating that the amount claimed is due to BSCLL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs./- (Rupees only).
- 4 This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred forty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between BSCLL and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- 5 We, the Bank, further agree that BSCLL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of BSCLL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between BSCLL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
- 6 The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7 In order to give full effect to this Guarantee, BSCLL shall be entitled to treat the Bank as the principal debtor. BSCLL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Intent by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to BSCLL, and the Bank shall not be released from its liability under these presents by any exercise by BSCLL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of BSCLL or any indulgence by BSCLL to the said Bidder or by any change in the constitution of BSCLL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8 Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9 We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10 It shall not be necessary for BSCL to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which BSCL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11 We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of BSCL in writing.

12 The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

Annexure XVII: Scope of Work

- a) Bidder/Authorizee shall have the rights to utilize the said Bare/Unfinished commercial Spaces for any commercial purpose except for banned usages/negative list as given in Annexure of this RFP subject to the terms and conditions as specified by BSCL.
- b) Bidder/Authorizee shall have the sole Responsibility of Sub-licensing out the spaces within the Urban-haat Complex and Collect Sub-license rental from the Complex. But BSCL shall be made the conforming party to each of such agreement. The sub-license agreement shall be in line with the Authorization Agreement entered into by BSCL & the Bidder / Authorisee.
- c) Bidder/Authorizee shall have the right to sub-license out hotel spaces and Convention Centre to THIRD Parties for Continuous Operation of spaces apart from commercial areas.
- d) The offered Designated or Combined space as per this RFP/Tender Document shall be provided by BSCL to the Bidder on **“as is where is basis”**. It is Bidder/Authorizee’s responsibility to operate and manage the area. Due to any reason, if any part or whole of the structure is required to be removed on operational ground or otherwise, the Bidder/Authorizee shall do it peacefully without any delay or demur and as per Technical feasibility. No claim for compensation/costs/damage etc. would be entertained on this shall be accounted for by BSCL. *[Designated or combined spaces- Designated or combined spaces shall be the specific areas within the project site where the bidder, as authorized under the Authorization Agreement. These specific areas shall be allocated for particular purposes or created by merging multiple areas within the project. These spaces can be sub-license and may include provisions for retail, commercial, or recreational activities]*
- e) **Bidder/Authorizee may licence out the spaces as designed or combined spaces as per bidder’s calculations. The open circulation area may be used for installing kiosks or open leasable area leaving the circulation as per original scheme on each floor. Revenue shall be shared with BSCL on pro-rata basis.**
- f) Notwithstanding anything mentioned above, the Bidder/Authorizee is required to adhere to the provisions of the prevailing master plan and the building bye laws of the authorities having jurisdiction over the tendered space for the development works to be undertaken.
- g) Procuring all the permissions/licenses etc. required from the statutory/regulatory/civic authorities concerned, to be able to use the tendered space for desired commercial purpose/business will be sole responsibility of the Bidder/Authorizee. BSCL shall not be responsible for any such procurement and shall not entertain any claims in this regard.
- h) Operate, Manage and maintain the entire offered space with adequately trained and experienced team for responsibilities as defined in this RFP/Tender Document.
- i) Marketing/Promoting/Sub-Licensing of the offered spaces as specified in this RFP/tender Document. Except for sub-licensing the use of the tendered spaces as per the terms of this RFP/tender Document, the BSCL shall not assign any of its rights, or interest in respective license agreement in favor of any company/person(s) at any time and for any reasons whatsoever.
- j) Under no circumstances, shall the tendered spaces or facilities constructed or installed at the licensed space/tendered space be mortgaged, charged, direct or adverse possession or otherwise put under any lien (including negative lien), and no charge or encumbrance will be created or agreed to be created in favor of any person, including the Lenders/Financial Institution(s)/Banks etc.
- k) Bidder/Authorizee ensures that no use of polythene baggage/bags at the tendered area/licensed area/outlets.
- l) The Bidder/Authorizee shall responsible for obtaining the fire NOC (If required) from the concerned authorities at its own. BSCL may provide assistance (if required) in this regard.

- m) Comply with all statutory requirements in connection with this tender document & commercial/Institutional development of Tendered Area.
- n) The Bidder/Authorizee will carry out necessary promotional, marketing and Business Development Activities to bring clients (organizations, Institutions and Companies) to hold events in the Centre. Strategies for promoting handicraft products through exhibitions, workshops, and other events shall be devised and implemented by the bidder. Furthermore, the bidder shall facilitate the display and sale of handicraft products, supporting local artisans and showcase products.
- o) The Successful Bidder will bring the necessary staff for smooth operation of Complex.
- p) The Successful Bidder will be responsible for housekeeping, painting, polishing and general repair & replacements of Complex.
- q) In case of major repairs and replacements which cannot be considered as routine maintenance shall be done by the successful bidder at its own cost. BSCL shall not be liable for such claims.
- r) Estimates for special repairs will be prepared by BSCL in detail and shall be implemented accordingly.
- s) Provided that BSCL's approval and decisions shall be required for any special repairs work. The Successful Bidder shall make BSCL aware of any Special repairs work immediately.
- t) The Successful Bidder will make payment for electricity bills for the entire haat.
- u) The Successful Bidder will be responsible for the smooth functioning, upkeep of facilities.
- v) The Successful Bidder will ensure the same by professional and qualified manpower, timely delivery of services, ensuring quality services to the client.
- w) Successful Bidder shall regularly upkeep the Complex's/Convention lobby, office area, conference hall, meeting rooms, corridors, lobbies, washrooms and other areas including supply of cleaning materials, cleaning of linen, etc. as and when required.
- x) The Successful Bidder will take feedback from BSCL and will timely resolve the issues and defects pointed out by BSCL.
- y) The procurement of all necessary No Objection Certificates (NOCs) required for the project shall be the responsibility of the bidder, including the payment of any associated fees.
- z) Operator will share the Gross revenue generated by operating the Haat with Bareilly Smart City Limited. This sharing arrangement will be the primary operating principle with Assured Minimum revenue to be supported with a Bank Guarantee. Payments to be made on Annual basis. The operator will make the yearly payment due to the Bareilly Smart City Limited within a maximum of 45 days from the end of a particular calendar year. All marketing & promotional expenses will be borne by the operator.

1. Marketing, Business Development of the Events

- Market Demand Assessment
- Feasibility Study of Events (Cultural Events, Conferences, Seminars, School Events, Corporate Events)
- Planning and Design of Events
- Develop and apply Sales and Marketing Strategy
- Planning, developing, producing, and delivering marketing and communications materials
- Manage development, production, and distribution of promotional and collateral materials

- Develop and oversee the communications calendar to ensure timely execution of the program
- Use contact management system and other social media to create and send emails, newsletters, etc.
- Budget development and budget management
- Prepare written materials including some marketing copy, business communications, reports, and presentation scripts
- Write and distribute press releases

2 End to end management of all events, cultural programs and Corporate Programs

- Conduct research to make decisions about event possibilities
- Coordinate on-site arrangements for all meetings and events
- Conduct negotiations for space contracts and book event space, arrange food and beverage, order supplies and ensure appropriate décor
- Liaison with vendors on event-related matters
- Assist with managing on-site performance and clean up for events as necessary
- Prepare signages, materials, notebooks, packages, gift bags, registration lists, seating arrangements, etc.
- Manage event Financing
- Close out all events as required
- Propose new ideas to improve the event planning and implementation process

3. Comprehensive Facility Management

3.1 The Facility Area where services of SUCCESSFUL BIDDER are required shall include all areas with-in boundary of Bareilly Urban Haat including but not limited to all built-up areas, basements, landscape and open spaces.

3.2 However, there are certain functions including operation and maintenance which may be already covered in the existing contracts of Main Construction Contractor and the sub-vendors. The SUCCESSFUL BIDDER shall deploy manpower for training and capacity building as per the instructions of BSCL before the completion of O&M period of other contractors.

3.3 SUCCESSFUL BIDDER may need to coordinate with these Contractors and Agencies to vail of their services during the warranty / Defect Liability period for any assistance required.

3.4 Spaces including Exhibition spaces, Convention Centre with Green Rooms, VIP Lounge, Open Air Theatre/Amphitheatre and all common areas with public utilities needs are under scope of work of SUCCESSFUL BIDDER.

4. Broad Description of Facility Management

- 4.1. This scope of work essentially indicates Operations & Maintenance services pertaining to upkeep & smooth working of the entire premises including equipment's, building services, infrastructure, fixtures, accessories, utilities, services, and furniture in the Facility. Operation & Maintenance for the equipment / artifacts etc. will be carried out as per benchmarked maintenance practices / OEM (Original Equipment Manufacturer) manuals / O&M Manuals provided by the Contractor/Project Management Consultants (PMC).
- 4.2. The scope of work broadly includes the operation, maintenance and management of general building operations as described in this contract for the Project Facility. The SUCCESSFUL BIDDER will be directly responsible for ensuring operational service levels and that the performance is met as per terms and conditions defined in this document. Facility Management Contractor (SUCCESSFUL BIDDER) will be directly reporting to the officer authorised by the BSCL.
- 4.3. The Broad Scope of services required as below
- a. Marketing, Business Development of the Events, Cultural programs and Corporate Programs and Events by Educational Institutions
 - b. End to end management of all events, cultural programs and Corporate Programs
 - c. Comprehensive maintenance and upkeep of the entire complex to International standards
 - d. Operation and Maintenance of all equipment
 - e. Housekeeping and Sanitation services
 - f. Security Services
 - g. Plantation and Horticulture
 - h. Front Desk Management
 - i. Hospitality and catering services
 - j. Waste Management
 - k. Parking Management
 - l. Pest control
 - m. Reporting and Complaint Management
 - n. Coordination with Stake holders

5. Brief About Facility Management Services

- 5.1 The scope of work for facility management services is broadly divided into following categories:
- a. Operation: Operation includes:
 - i. Day to day running of equipment / facilities and upkeep of the areas including housekeeping.
 - ii. Daily / periodic maintenance (inspection, oiling and re-tightening) to retain the healthy condition of equipment and prevent failure through the prevention of deterioration, periodic inspection or equipment condition diagnosis.
 - b. Maintenance
 - i. Breakdown Maintenance is defined as
The maintenance performed on equipment that has broken down and is unusable. It is based on a breakdown maintenance trigger. If breakdown occurs due to defects including manufacturing defects or defect due to faulty erection or any defective work or material, it would be covered under defect liability period or equipment warranty period as may be applicable.
 - ii. Preventive Maintenance is defined as

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

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

c. Management includes

- i. Co-ordination with Contractors/PMC for rectification of defects falling under DLP.
- ii. Co-ordination with Vendors / Suppliers / Manufacturers for preventive maintenance.
- iii. Co-ordination with O&M team for rectification of breakdowns (covered under breakdown maintenance/AMC) and for operations.
- iv. Printed comprehensive logbook as per certified standards and procedures, containing tables for daily record of all critical schedules, temperatures, pressures, humidity, power consumption, starting, stopping times of various equipment's, daily record of unusual observations.
- v. MIS Reporting for overall management of services.
- vi. Co-ordination for conducting drills (earthquake, fire etc.).

However, the scope as defined above is not limited to or exclude any item in the scope of work that is to be covered for delivering the Facility Management Services timely and successfully.

7. Scope of Work

7.1 Unless it is explicitly restricted, the scope of work under the Contract for SUCCESSFUL BIDDER is as below:

A. Maintenance Services.

The SUCCESSFUL BIDDER shall be responsible for breakdown maintenance as defined in Clause 5 b. The SUCCESSFUL BIDDER for preventive maintenance shall coordinate with the Main Contractor/PMC, Interiors Contractor, Vendors, Suppliers and Manufacturers for rendering the services under the terms and conditions stipulated in this document.

- i. The SUCCESSFUL BIDDER shall be liable to perform / undertake following services:
 - a. Keep the Inventory of all spares and consumables required for the maintenance of the Centre and update on weekly basis.
 - b. Prepare purchase request for spare parts, Electrical and Mechanical items, plumbing, AC spares including Screw chiller, Reciprocating chiller, split units etc. and DG spares and will coordinate for approvals.

B. Operation Services

The operation services under the scope of work are subdivided into two categories namely

- i. Operation of Equipment /Fixtures.
- ii. Housekeeping / Front Desk Management.

B1. Operation of Equipment / Fixtures

- i. The SUCCESSFUL BIDDER shall ensure operation and upkeep of all equipment's (Electrical, Mechanical, AV, IT etc.) in accordance with Operation and maintenance manuals provided by Contractor/PMC / Supplier / Vendor / Manufacturers and ensuring safety of equipment and personal using it.
- ii. The SUCCESSFUL BIDDER will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.
- iii. The SUCCESSFUL BIDDER shall operate all fittings and fixtures (electrical / mechanical / plumbing etc.) on regular basis and ensure the smooth functioning of the area.
- iv. The SUCCESSFUL BIDDER shall carry out daily, weekly, quarterly, half-yearly and yearly checks as per the O&M Manual for smooth operation and functioning of the area.
- v. The SUCCESSFUL BIDDER shall be responsible for operating and maintaining the Building Management System (BMS) in a fully functional, fully enabled manner. The SUCCESSFUL BIDDER shall ensure the BMS is operating the building components in the most efficient, cost effective manner. Servers and PCs running the BMS software shall be kept up-to-date with regard to security patches and anti-virus software
- vi. The SUCCESSFUL BIDDER shall operate and maintain the complete Access Control system, CCTV System, PA system and any other system as installed in the said premises.
- vii. The SUCCESSFUL BIDDER shall monitor and maintain the ambient room parameters (temperature, humidity, noise level, required light levels etc.) for different components/areas/exhibits/artifacts as specified in the O&M manual carefully, at all times throughout the Contract period. Any damage done to the exhibits/ artifacts / equipment's due to non-maintenance of required ambient room parameters will be the responsibility of SUCCESSFUL BIDDER and shall make good the damaged exhibit / artifacts / equipment's at his own cost.

B2. Housekeeping

B.2.1 Cleaning Services

The SUCCESSFUL BIDDER shall

- i. Perform routine cleaning of the internal and external areas to meet the required service standard.
- ii. Perform cleaning and upkeep of exhibits and artifacts, IT & AV equipment's in the project facility as per the directions in Manuals / as per directions of representative of Interior Contractor.
- iii. Perform periodic cleaning of glass facades, structure at entrance plaza, external claddings etc. at all heights (internal + external)
- iv. Additional housekeeping services as and when required by BSCL.
- v. Deploy equipment's for cleaning and shall be responsible for maintaining these equipment's at all time. All costs for purchase/repair/spares/maintenance etc. for these equipment's will be borne by SUCCESSFUL BIDDER.
- vi. Responsible for the safekeeping of these equipment's at the project facility and shall not take out these equipment's any time during the term of contract other than for repairs. In case such repairs take more than a week, SUCCESSFUL BIDDER shall arrange to provide alternate equipment for the Project Facility.
- vii. Adopt a proactive approach to the delivery of this Service. As such, they are required to report immediately any defects, deterioration, or damage to the property at Project Facility as soon as they become aware of such defects in the course of their duties under this Contract.
- viii. Dusting / cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobwebs and marks.
- ix. Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
- x. Polishing / vacuum cleaning / cleaning of floors, carpets, carpet tiles, mats and mat wells and ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry. All carpeted areas are to be cleaned by the manufactures recommended methods and recommended intervals.
- xi. Clean all water tanks and disinfects specially before start of rainy season and as instructed by BSCL.
- xii. Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.

- xiii. Entrances, service areas, parking areas, paving, paths, roads, grounds amphitheaters, courtyard sand, lawns at the entrance, outside premises must be maintained so that no graffiti, debris, litter cigarette ends, dirt or spillages are apparent after cleaning.
- xiv. Server Room, Control Room etc. must be free from dust, static electricity and be left clinically clean
- xv. Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
- xvi. Care is to be exercised when staff/visitors are still on the premises. Wet floors should be sign- posted. Trailing cables and open sockets should be made safe.
- xvii. All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.
- xviii. Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent

B.3 Cleaning of Toilets

- i. All sanitary ware including sinks, wash hand basins, WC bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.
- ii. Floors should be cleaned to the same standard as other building floors. In addition , there should be no evidence of scum, grease, hair, and scale and the floors must be disinfected.
- iii. Soap dispensers must be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears.
- iv. All toilets should be kept fully stocked with supplies and should be made available at all times.
- v. Dispensers must be clean, dry and free from dust, marks and smears with clean towels fitted.

Hot air dryers must be clean, dry and free from dust, marks and smears.

B2.3 Waste Management

- i. Renovation Debris is to be stored at designated space at designated area
- ii. The SUCCESSFUL BIDDER undertaking the renovation work would remove the debris when it amasses to a volume equivalent to a tempo load
- iii. Bins must be emptied, cleaned and dried inside and out, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.

- iv. SUCCESSFUL BIDDER shall segregate the waste in recyclable and non-recyclable type and shall ensure proper disposal of waste as per the standards and directions provided by Competent BSCL
- v. SUCCESSFUL BIDDER shall ensure that 100% of recyclable waste is being recycled.
- vi. SUCCESSFUL BIDDER shall be responsible for arranging the transport and in consultation with BSCL, shall identify the area / frequency for garbage disposal. The disposal site will be within 5 km radius from the project site.
- vii. The waste management methodology shall comply with the guidelines laid down by Municipal Solid Waste (Management & Handling) Rules, 2000, which states that, manual handling of municipal solid waste shall be prohibited: provided that in case unavoidable due to constraints, manual handling shall be carried out under proper precaution with due care for safety of workers

B2.4 Pest Control

The SUCCESSFUL BIDDER shall be responsible for ensuring the disinfectants, insecticides and pesticides used for rendering the services shall be safe, having low toxic levels, duly approved by WHO and Central Insecticide Board.

i. Disinfestations Treatment

Pest Covered: Ants, cockroaches, silverfish, spiders, ticks, bugs, crickets, termites etc. The SUCCESSFUL BIDDER shall take the following control measures:

- a. Intensive / extensive spray with oil / water-based chemicals.
- b. Frequency: Fortnightly as per client schedule and need base

Rodent Control

Pest Covered: Domestic / Field Rodents. The SUCCESSFUL BIDDER shall take the following control measures:

- c. Baiting with anti – coagulant rodenticide / asphyxiates type chemicals
- d. Trapping with lures
- e. Eliminating rats / mice with glue traps
- f. Frequency: Monthly as per client schedule and need base.

Fly Control

The SUCCESSFUL BIDDER shall take the following control measures:

- g. Sanitation
- h. Chemical control
- i. Frequency: Monthly as per client schedule and need base
- j. Sanitation
- k. Chemical control
- l. Frequency: Monthly as per client schedule and need base

Mosquito Control

The treatment will be carried out all over the premises and surrounding areas inside and outside. The SUCCESSFUL BIDDER shall take the following control measures:

- m. Residual Spot Spraying
- n. Fogging Operations
- o. Mist Blowing
- p. Frequency: Fortnightly as per client schedule and need base

B2.5 Help Desk, Front Desk Services

The SUCCESSFUL BIDDER shall operate front desk/ help desk as per the guidelines provided by BSCL. These Services pertain to the assisting / guiding the visitors, BSCL's staff, attending problems on Help-Desk and resolving the problems to closure, which occur on day-to-day basis.

The helpdesk / front desk operations shall include responding and resolving the problems which may related to visitors / premises which may or may not be logged (problems such as failure of UPS, fire alarm etc.).

B2.6 Horticulture

The SUCCESSFUL BIDDER shall be responsible for ensuring proper maintenance and upkeep of all horticulture works. Adequate equipment shall be procured by SUCCESSFUL BIDDER including grass cutting machine and other tools required for maintenance of horticulture areas and shall provide seasonal plants and seasonal flowers. SUCCESSFUL BIDDER shall make required arrangements and proper use of required insecticides, Pesticides, Fertilizers, Manure etc.

C. Management Services

The SUCCESSFUL BIDDER shall be responsible for integrated facility management of the Facility Area and managing the following aspects for ensuring proper operation and maintenance of the facilities in the premises:

- i. Provide required assistance to the BSCL during transition period of handover – takeover of the Project Facility from the Main Contractor / PMC including but not limited to providing assistance in snagging, de-snagging, testing and commissioning of equipment's etc.
- ii. Take ownership of all the services as described in scope of work and will work as an independent Unit.
- iii. Co-ordination with all the stakeholders of the Project including BSCL, PMC, Project Architect, Contractors, Consultants and other agencies.
- iv. Maintain a record of all the Equipment / assets at facility, keep record of the Vendors details, keep track of the dates of AMC/Warranty validity and inform Company when the validity is within 2 months of completion and also co-ordinate with vendors for extension of services on behalf of BSCL.
- v. Co-ordinate with Main Contractor/PMC/ Interior Contractor for rectifying of defects under the DLP period.
- vi. Make payment of all utility bills
- vii. Collection of License Fee, Rentals, Charges and Common Area Maintenance charges and account for the same in the project accounts
- viii. Calculation of common area maintenance charges.

- ix. Preparation, submission and obtaining approval on detailed O&M plan including maintenance and security, staffing requirement and schedule; equipment, tool and machineries to be maintained; maintenance schedule; manpower and incident reporting structure; etc.
- x. Prepare a preventive maintenance plan for all equipment / fittings & fixtures, ensuring 100%

compliance. **SUCCESSFUL**
BIDDER shall co-ordinate for:

- Repair technician for doors, blinds and floor springs etc.
 - Original Equipment Manufacturer (OEM) of Building Management System, CCTV, Access Controls, Lifts, HVAC and other E&M systems, Plumbing Works (auto flush system, other sanitary fixtures), IT Installations (Computers, monitors, CPU's), AV Installations and related items covered under the scope of Main Contractor / Interior Contractor.
 - Works like painting, polishing, tiling, ceiling works etc.
- xi. Co-ordination with Vendors / Manufacturers / Suppliers for the purpose of preventive maintenance and upkeep of the equipment during AMC / Warranty period.
- xii. Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.
- xiii. Keep the Inventory status of all spares and consumables required for the maintenance of the facility and update on weekly basis and maintain the records of consumption.
- xiv. Conduct quarterly systems & equipment health audits with and through the AMC Service provider and submit a health status report to the Officer authorized by BSCL.
- xv. Coordinate with third party for conducting equipment audit, fire audit as and when required by BSCL.
- xvi. It is the responsibility of the **SUCCESSFUL BIDDER** to ensure highest level of uptime and reliability of all equipment is maintained at site.
- xvii. Prepare and follow Standard Operating procedures for smooth functioning of the maintenance services, within 30 days of commencement of agreement.
- xviii. Brief the representative on maintenance and operational proceedings on day to day basis.
- xix. Liaison with local, state authorities, and/or private agencies related to the Facility.

xx. Control and report any violation in sound emanating from the Facility is within the noise pollution norms prescribed by the Central Pollution Control Board and any notification issued by the Ministry of Environment and Forests, Government of India.

xxi. Provide support and guidance to the BSCL in all matters as requested

xxii. The SUCCESSFUL BIDDER, within its staff shall provide persons who are trained in first-aid/ paramedics to coordinate with Wellness Centre/ First Aid Room in case of emergency.

The SUCCESSFUL BIDDER shall report to a Nodal Officer appointed by BSCL for the management services as and when required.

C1. Complaint management

The following are defined SLA times for responding and closure of complaints by SUCCESSFUL BIDDER and based on standards these present guidelines and may be changed by BSCL from time to time.

Table: Service Level Agreement

Description of Complaints	Service required	Report	Complaint closure
For minor defects	Rectification without any replacement by SUCCESSFUL BIDDER personnel	Immediately	2hrs
For Major Defects	To be decided in consultation with BSCL	Immediately	To be decided in consultation with BSCL
Item available locally	Rectification / Replacement by external agencies (Main Contractor PMSP/ Interior Contractor / Vendors / Manufacturer / Supplier	Immediately	1 week
Item available domestically		24hrs	2 weeks
Item to be procured internationally		48hrs	1 month

To the extent possible, SUCCESSFUL BIDDER shall make ensure that Vendor / Manufacturer performs their obligations as per Contract. Even after SUCCESSFUL BIDDER making all the efforts, Vendor / manufacturer fails to perform its obligations, the SUCCESSFUL BIDDER shall notify the BSCL and ask for necessary action.

C2. Reporting

The SUCCESSFUL BIDDER shall establish a MIS system for reporting. The SUCCESSFUL BIDDER shall submit the following reports within the stipulated time to the Authorized Officer of the BSCL:

a. Initial Review Report

- b. Monthly Reports
- c. Deployment Report and
- d. Attendance Reports
- e. Events Reports
- f. Revenue Collection and Expenditure Report

The MIS report shall cover the following aspects:

- a. Record of all events held, organizer, participants, duration of the events b.

Revenue accrued and Expenditure incurred

- c. Consumption and stock of consumables
- d. Compliance of preventive maintenance plan
- e. Resource deployment report (manpower, equipment)
- f. Expense report (committed and invoiced amounts)
- g. Energy consumption – by utility, by premise
- h. Status of periodic activities as described under scope of work for Operation, Maintenance. i.

Facility Inspection: The SUCCESSFUL BIDDER shall conduct regular comprehensive facility

inspection and perform any additional ones that will maintain / enhance the appearance, operation, and safety aspects of all the facility as approved by BSCL. The SUCCESSFUL BIDDER shall indicate frequency of inspection covering all premises.

- j. Highlight Critical Issues / Problems with recommended solutions which should contain the technical recommendations / alternatives, cost, time schedules, etc. k.

Prepare a foot fall report for the visitors.

- l. Customer Feedback Analysis
 - m. Report on Audits/ drills etc.
 - n. Complaint Management reporting.
 - o. MIS on procurement, statutory payments & on any other invoices processed by BSCL. p.
- Any other reports as needed from time to time.

- q. IT assets, stationaries and operating cost required to prepare report is in the scope of SUCCESSFUL BIDDER

- r. SUCCESSFUL BIDDER has the option to use / implement any software for managing the Facility.

- s. SUCCESSFUL BIDDER shall submit the Performa and format and the same shall be approved by

Authorized Officer.

- t. Any other reports / compliance certificates as needed from time to time

D. Parking Management

Parking and Vehicle Management is in SUCCESSFUL BIDDER scope. The activities and responsibilities of SUCCESSFUL BIDDER are:

- a. Processing parking tickets and reporting the revenue on fortnight basis.
- b. Manage operations at Entry and Exit terminals.
- c. Manage way - finding / space monitoring & guiding for parking

E. Security Services

Security of Project Facility is in SUCCESSFUL BIDDER scope. The activities and responsibilities of SUCCESSFUL BIDDER are:

- a. To provide security services for the protection of life and property against theft, pilferage, fire etc.,
- b. Ensure safety and security of men and material,
- c. Guiding visitors to desired locations/ concerned officials/ occupants,
- d. Regulating entry of unwanted visitors/salesmen and maintenance of visitor's register,
- e. Checking of gate passes and to regulate the entry and exit of vehicles/materials,
- f. Prevent entry of stray animals like cow, dogs etc.,
- g. Round the clock patrolling of the Project Facility,
- h. Frisking and checking of visitors during and after operational hours,
- i. Hand held metal detectors should be provided by the Security Agency to Security Guards for checking and frisking of visitors as well as their carry bags,
- j. Checking of vehicles at entry and use inverted mirror detectors for checking vehicles,
- k. Agency shall maintain records of inwards and outwards movement of men, materials and vehicles, etc. with proper check as per instructions given from time to time by BSCL,
- l. Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills. Liaison with appropriate agencies in case of emergencies/Disaster & be well equipped with their update contact numbers,
- m. Visitor's management in common, during events & exhibitions, and during other special occasions,
- n. Having effective control on movement of materials in / out,
- o. Physical guarding of entry / exit points,
- p. Screening / directing of visitors,

- q. Patrolling and guarding various common areas and surroundings to ensure adequate safety and security,
- r. Assisting the occupants during the emergency evacuation of the building,
- s. Rescue operation of passengers stranded in the lifts,
- t. Complete disaster management in case of emergencies/ disasters,
- u. Providing of adequate security as per the requirement,
- v. Ensuring and monitoring the operations of Boom Barriers & Access Control System,
- w. Lodging of complaints/FIRs in case of emergency/disaster on intimation,
- x. SUCCESSFUL BIDDER shall provide a log book register for making entries by the security personnel of their presence at duty site.
- y. SUCCESSFUL BIDDER shall provide at his own cost (i) proper clean uniform and badges and (ii) photo identity cards as per laid down rules for Private Security Agencies.
- z. SUCCESSFUL BIDDER shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- aa. SUCCESSFUL BIDDER shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. BSCL will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
- bb. SUCCESSFUL BIDDER shall bear all the expenses incurred on the following items i.e. required security devices, metal detectors, searching mirror, Walky-Talky, provision of torches and cells, lathis/ballams and other equipment to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

DEDUCTION FOR NON-PERFORMANCE

Subject to the terms and conditions mentioned in the Contract, any deficiency by the SUCCESSFUL BIDDER in the performance of its delivery obligations, shall render him liable to any or all of the following penalties.

Description	Expected for upkeep	Minimum Obligation	Deduction recovery to be affected in the Performance Security amount
Power – Substation / DG set	100 (Ability to be online in case of power failure to be not less than 20 secs.)	98%	1% of the Performance Security amount.
UPS	100%	99.95%	0.5% of the Performance Security amount

HVAC systems for entire complex	100%	99.5%	2% of the Contract amount
Elevators	100%	98% (lift shall not have more than 4 times BD a year)	0.5% of the Contract amount
ACBs / Panels/ Cables	100%	Critical ACBs: 100% Non critical: 99.5%	1% of the Contract amount
Fire Hydrant system & Sprinkler system	100%	100%	2% of the notational Contract amount
Control Room / BMS	100%	98%	2% of the Contract amount
CCTV	100%	98%	1% of the Contract amount
Shortfall in Deployment of minimum manpower described in the agreement	100%	100%	3% of the Contract amount
Shortfall in Deployment of minimum machinery / tools described in the agreement	100%	100%	3% of the Contract amount
Minor Defects	100%	98%	1% of the notational Contract amount
Major defects	100%	95%	2% of the Contract amount
Housekeeping works as per Agreement	100%	95%	1% of the Contract amount

2.15.2 In case of repetitive instances of non-performance regularly, BSCL may take necessary action for termination of Contract and forfeiture of Performance Bank Guarantee after issuing a maximum of three months' notice.

Request for Proposal

Volume II: Draft Authorization Agreement

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**AUTHORISATION AGREEMENT FOR UPGRADATION, OPERATION,
MAINTENANCE AND MANAGEMENT OF..... (name to be inserted)**

THIS AUTHORISATION AGREEMENT is made on this _ day of 20..... at ____

By and Between

Bareilly Smart City Limited, a company registered under the Companies act, 1956, having its Registered Office at, Bareilly -, Uttar Pradesh, (hereinafter the “**BSCL**” or “**Authority**”, which expression shall, unless the context otherwise requires, include its successors and assigns);

And

M/s _____, a company incorporated under the Companies Act, 1956 by the Preferred Bidder and having its Registered office at _____ and represented herein by its Authorized Person Mr./Ms. _____, ----- (Designation if applicable), duly authorized by a board resolution passed on --- ----- or by Power of Attorney dated ----- executed in his favor (Hereinafter referred to as the ‘**Authorisee**’, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, substitutes and permitted assignees) of the **SECOND PART**;

And

M/s _____, a company incorporated under the provisions of Companies Act, (1 of 1956), or any other equivalent law abroad if it is a foreign Company and having its Registered Office at _____, duly represented through its Authorized Person Mr./Ms. _____, (----- Designation, if applicable) by a Board Resolution dated----- or by a Power of Attorney dated-----executed in his favor, in its capacity as the Confirming Party to this Agreement (Hereinafter referred to as the ‘**Preferred Bidder**’ which expression shall, unless the context otherwise requires, include its successors, and administrators) of the **THIRD PART**.

OR

The Consortium of (i) **M/s** _____ having its registered Office at _____, (ii) **M/s** _____ having its registered office at _____, in their capacity as the confirming party to this Agreement (hereinafter referred to as the ‘.....’ which expression shall, unless the context otherwise requires, include its successors) duly represented through **M/s** _____, the Lead Member of the consortium, through its Authorized signatory Mr./Ms. _____ of the **THIRD PART**;

The expressions 'BSCL' and 'AUTHORISEE' shall hereinafter, as the context may admit or require, be individually referred to as the 'the **Party**' and collectively as 'the **Parties**'

WHEREAS:

- A. The Government of Uttar Pradesh (GoUP) is pursuing the development of Smart Cities in the State and Bareilly is being transformed as one of the Smart City under the aegis of the BSCL, so as to make the City an engine of economic growth by harnessing its direct multiplier effects for employment generation and eco-friendly sustainable economic development. The BSCL is the forerunner in the State in creating smart city infrastructure, facilities and services so as to cater to the urban sector.
- B. Recognizing the increasing significance of Bareilly as an economic & tourist hub, BSCL had taken various steps for development of Urban infrastructure in the State including(name of the various initiatives). BSCL has constructed such, (herein after referred to as Project Facility" individually and as "Project Facilities" together"). Details of the Project Facilities are provided in Appendix.....:
- C. All above Project Facilities are newly constructed facility.
- D. BSCL wishes to select a private sector participant through a transparent competitive bidding process for the Upgradation, Operation, Maintenance and Management of the Project Facilities on a commercial format. The scope of work for the private sector entity is to upgrade, operate, maintain and manage the Project Facility (the "**Project**").
- E. The Project Facility shall be handed over to the Preferred Bidder/ Authorisee on as-is-where-is basis and all financing for upgradation, marketing, operation, maintenance and management of the Project Facility shall be on the part of the Preferred Bidder/ Authorisee. The Preferred Bidder shall be allowed to collect all revenue from the Project and transfer the agreed percentage of revenue to BSCL.
- F. BSCL had accordingly invited proposals under a QCBS basis competitive bidding process from interested bidders for Upgradation, Marketing, Operation, maintenance and Management of the Project Facility and prescribed the qualification criteria and commercial terms and conditions for undertaking the Project, through its Request For Proposal (RFP) dated
- G. After evaluating the received Proposals, BSCL accepted the proposal submitted by the Preferred Bidder and accordingly issued the Letter of Intent No ----- dated -----("LOI") to the Preferred Bidder for the Project, requiring, inter alia, the execution of this Authorization Agreement and submission of Performance Security.
- H. The Preferred Bidder has since promoted and incorporated a Limited Liability Company under the Companies Act 2013 in the name of to implement the Project, and has requested BSCL to accept the entity as the **Authorisee**

which shall undertake the Upgradation, Operation, Maintenance and Management of the Project as per terms hereof. The Project Facility shall be provided to the Authorizee, so incorporated by the Preferred Bidder, for an Authorization period of (as applicable) years as per the provisions of this Authorization Agreement. The same may be extended for another years subject to satisfactory performance of the selected bidder on the same terms & conditions. At the end of the Authorization Period, the Project Facility shall be returned to the Authority along with all movable & immovable assets at no cost.

- I. By its letter dated.....,the Authorisee has also joined in the said request of the Preferred Bidder to the BSCL to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Preferred Bidder including the obligation to enter into this Authorization Agreement pursuant to the Lol. The Authorisee has further represented to the effect that it has been promoted by the Preferred Bidder for the purpose hereof.
- J. The Authorisee acknowledges and confirms that it has undertaken a due diligence audit of all aspects of the Project, including technical and financial viability, legal due diligence, demand, tourist and visitor volumes and forecast, and on the basis of its independent satisfaction hereby agrees to undertake the Project thereat at its cost and expense in accordance with the terms and conditions hereof
- K. In compliance with the terms of the LOI and as a pre-requisite to the execution of this Authorization Agreement, the Preferred Bidder has, for & behalf of the Authorisee, furnished the following guarantee/documents and fulfilled the following obligations, the receipt and compliance of which is hereby acknowledged by BSCL:
 - a. Performance Security in the form of a Bank Guarantee / demand draft having number datedfromBank for an amount equivalent to Rs._____(Rupee_____) , drawn in favor of Limited and payable at for the Project Facility;
- L. Upon fulfillment of the conditions mentioned in point K above and placing reliance on the representation herein of the Selected Bidder as well as the Authorizee, BSCL has agreed to the Upgradation, Operation, Maintenance and Management of the Project Facility by the Authorisee on the terms, conditions and covenants hereinafter set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Authorization Agreement, unless repugnant to the context in which these words and expressions appear the words and expressions defined below shall have the meanings assigned to them:-

- i. **“Affiliate” or “Associates”** means in relation to either Party (and/or Consortium Members), a person who controls, is controlled by, or is under the common control with such Party (or Consortium Member). As used in this definition, the expression “control” means with respect to a person which is a company, the ownership, directly or indirectly, of 50% or more of the voting shares of such person, and with respect to a person which is not a company, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise;
- ii. **‘Acres’ means an area equal to more or less 43560 sq.ft and ‘Kottah/Cottah’ means an area equal to more or less 720 sq.ft**
- iii. **“Annual License Fee”** shall have the meaning ascribed to it in Article 3.2
- iv. **“Applicable Laws”** means all laws enacted or brought into force by Government of India or Government of Uttar Pradesh or any competent local bodies including regulations and rules, policies made there under, and judgments, decrees, injunctions, writs and orders of any Court of Record, as may be in force and effect during the subsistence of this Authorization Agreement;
- v. **“Agreement” or “Authorization Agreement”** means and includes this signed Authorization Agreement including the Schedules hereto, and any amendments thereto made in accordance with the provisions contained in this Authorization Agreement. Also, the Authorization Agreement shall include all the mandatory instructions/ directions issued by the Authority to the Authorisee, during the subsistence of this Authorization Agreement;
- vi. **“Execution Date”** means the date of signing of this Authorization Agreement;
- vii. **“Authorization Period”** shall have the meaning ascribed to it in Article 3.1.
- viii. **“Authorisee’s Representative”** means the Person appointed by the Authorisee under Article 12.7;
- ix. **“Project Facility”** means the Urban Haat Complex including land area with respect to the facility as mentioned in Article B above, all the structures, fitting & fixtures, common areas, infrastructure and all the amenities and services relating thereto, that shall be upgraded (including any

new structure that is going to be created by the Authorisee), operated and maintained and managed at the Project Site by the Authorisee in accordance with the provisions hereof. The actual area within the boundary limits of the Project Site, which is in possession of the Authority, will constitute the area of the Project Facility.

- x. **Project Facilities** means when all the Project Facility are mentioned together
- xi. **“Clearance” or “Applicable Permits”** means, all or any consents, licenses, approvals, permits, exemptions, registrations, filings or other authorisations of whatever nature, which are required to be obtained or maintained under the Applicable Laws in connection with the up-gradation, operation, maintenance and management of the Project Facility and/or any part thereof, during the subsistence of this Agreement;
- xii. **“Commercial Operations Date”** means the date on which the Authority or its appointed consultant, issues the Upgradation Completion Certificate, which subject to the provisions hereof, within 6 (six) months from the Compliance Date.
- xiii. **“Competent Authority”** means any agency, authority, department, ministry, public or statutory Person of the Government of India or GoUP, or any local authority, or any other sub-division thereof with authority over aspects of up-gradation, operation, maintenance and management of the Project Facility and/or any part thereof having jurisdiction over all or any part of the Project Facility or the performance of all or any of the services or obligations of the Authorisee under or pursuant to this Authorization Agreement;
- xiv. **“Commercial Operations” or “Commercial Purposes”** means the commercial use of the Project Facility against payment of User Charges;
- xv. **Compliance Date: as defined in clause 1A (3)**
- xvi. **“Day”** means calendar day, **“Month”** means 30 (thirty) days and **“Year”** means 365 (Three Hundred and Sixty Five) days;
- xvii. **“Directive”** means any present or future requirement, instruction, direction, order, rule or regulation issued by any Competent Authority which is legally binding or which is notified by the Grantor to the Authorisee and any modification, extension or replacement thereof from time to time in force;
- xviii. **“Easementary Rights”** means all easements, reservations, right of way, utilities and other similar purposes, or zoning or other restrictions as to the use of the real property, which are necessary or appropriate for the conduct of activities of the Authorisee related to the Project or which customarily exist on properties which are similarly situated and are engaged in similar activities;
- xix. **“Financial Year”** means the year commencing from 1st April of any calendar year to the 31st March of the next calendar year except in the first and the last calendar year of the subsistence of this Authorization Agreement. In the first year of subsistence of this Contract, it means the period from the Execution

Date to the 31st March of next calendar year. In the last year of subsistence of this Authorization Agreement, it means the period from 1st April to the last date of the Authorization Period, on which the Project Facility along-with the movable & immovable assets revert back to the Authority.;

- xx. **“Force Majeure” or “Force Majeure Event”** shall mean an act, event, condition or occurrence specified in Article 7;
- xxi. **“Good Industry/ Business Practice”** means those practices, methods, techniques, standards, skill, diligence and prudence which are generally and reasonably expected and accepted from a reasonably skilled, prudent and experienced Authorisee engaged in operations and maintenance of projects akin to the Project and in accordance to this Authorization Agreement;
- xxii. **“GoUP”** means the Government of the State of Uttar Pradesh, its respective Departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the Government of Uttar Pradesh and its administrators, successors and assigns;
- xxiii. **“Bareilly Smart City Limited” or “BSCL”** means the CEO of the Bareilly Smart City Limited or any other authority/person authorised either specifically or generally by the CEO BSCL;
- xxiv. **“Material Adverse Effect”** means consequences of events outside the control of the Affected Party, either agreed upon mutually between both the parties or, as the case may be, to be determined as such, on a reference received by either of the two parties, by the Administrative Secretary of the Government of Uttar Pradesh in the Department of Urban Development, which (a) renders any right vested in a Party by the terms of this Authorization Agreement ineffective, or (b) significantly impairs or frustrates the ability of any Party to observe and perform in a timely manner its obligations under this Contract, or (c) frustrates a material provisions of this Authorization Agreement;
- xxv. **“O&M” or “Operation and Maintenance”** means the operation and maintenance of the Project Facilities and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and collection of revenues (including User Charges) in accordance with the provisions of this Agreement;
- xxvi. **“Party”** means any of the parties to this Authorization Agreement;
- xxvii. **“Performance Security”** shall have the meaning as set out in Article 3.3;
- xxviii. **“Person”** means any natural person, firm, corporation, company, voluntary association, partnership, joint venture, trust, Competent Authority or other entity, having legal capacity to sue and be sued in its name;
- xxix. **“Project”** means (i) the landscaping and beautification of the Project Facility; (ii) upgradation of the “Minimum Facilities” (as detailed out in Article 2.2(a) / upgradation of the Project Facility as per the Detailed Project Report submitted

by the Authorisee to BSCL and approved by BSCL (whichever applicable) and all other permissible activities, lawfully permitted to be established by the Authorisee within the Project Facility; (iii), operation, maintenance and management of the Project Facility (comprising the “Minimum Facilities” and other permissible activities)(iv) levy, collection, retention and appropriation of User Charges; (v) insurance of the Project Facility and (vi) pursuant to the successful completion of the Contract Period or on pre-mature termination of this Authorization Agreement, reverting back of the Project Facility (along-with the movable & immovable assets), to the Authority, in good working condition;

- xxx. **“Project Agreements”** means collectively, this Authorization Agreement, the sub – license agreements, the Sub – Contracts, supply agreements and any other agreements or material contracts that may be entered into by the Authorisee with any Person in connection with matters relating to, arising out of or incidental to the Project;
- xxxi. **“Project Assets”** shall mean and include all tangible and intangible assets such as civil works, temporary structures and equipment drainage works, electrical systems, communication systems, fee collection systems, the fixtures and fittings and any other assets forming part of the Project Facility, which are either provided by the Authority prior to the Execution Date or installed and or created by the Authorizee, during the subsistence of the Authorization Agreement and which shall be handed over to the back to the Authority on the Transfer Date;
- xxxii. **“Project Site”** means and includes the land along with the rights in relation thereto, the easementary rights, right of way, appurtenances, the approaches within the site and other areas on, into, at, under, over or through which the Project Facilities or any other construction relating thereto is situated, located, passes through, sits upon or overlies, more particularly delineated in Schedule 1 heretofore part of each of the Project Facility.
- xxxiii. **“Project Commencement Date”** means the immediate next date falling after the completion of 06 (month) months from the Compliance Date, or immediate date falling after completion of (09) Nine Months from date of LOI (whichever is earlier) ;
- xxxiv. **“Schedules”** mean the Schedules to this Authorization Agreement;
- xxxv. **“Tax”** means any tax, duty, levy of whatsoever charges, etc. imposed or levied under Applicable Laws;
- xxxvi. **“Termination”** means prior termination of this Agreement pursuant to Termination Notice but shall not, unless the context otherwise requires, include the expiry of this Agreement due to efflux of time in the normal course.
- xxxvii. **“Transfer Date”** means the date immediately following the date of expiry of Authorisation Period/ this Agreement/ Authorisation, including extension thereto or earlier termination thereof in accordance with the provisions of this

Agreement;

- xxxviii. **“Termination Notice”** means the communication issued in accordance with this Authorization Agreement by a Party to the other Party terminating this Authorization Agreement;
- xxxix. **“Third Party”** means any Person, real or judicial, or entity other than the Parties to this Authorization Agreement;
- xl. **“Up-gradation Period”** shall have the meaning ascribed to in Article 2 of this Authorization Agreement;
- xli. **“Users”** means the Persons/ individuals/ tourists/ visitors using the Project Facility and the facilities provided;
- xlii. **“User Charges”** means the rates/ charges as determined, levied, demanded and collected by the Authorisee from the Users.

1.2 Principles of Interpretation.

In this Agreement, unless the context otherwise requires,

- a. Article numbers, headings and marginal headings in the conditions of this Authorization Agreement are solely for the purpose of reference and shall not impact the interpretation of this Authorization Agreement; references to a **“person”** and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- b. Words importing the singular shall include the plural and vice-versa where the Authorization Agreement requires; and
- c. Words importing one gender include other genders.
- d. the damages payable by either Party to the other of them, as set forth in this Agreement, whether on *per diem* basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the **“Damages”**); and
- e. time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- f. Unless otherwise provided, any interest to be calculated and payable under this Agreement shall accrue on a monthly basis and from the respective due dates as provided for in this Agreement;
- g. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply
- h. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for

these purposes, the General Clauses Act, 1897 shall not apply.

1.3 Priority of Documents

The documents forming part of this Authorization Agreement are to be taken as mutually explanatory of one another and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order::

- i. This signed Authorization Agreement;
- ii. Schedules to the Agreement;
- iii. LOI issued to the Preferred Bidder;
- iv. Instructions to Bidders (ITB) of the RFP document dated, enclosed/ attached with this signed Authorization Agreement along with any Addendums issued to the RFP document dated
- v. Proposal of the Preferred Bidder ;
- vi. All other documents enclosed/ attached with this signed Authorization Agreement; and

i.e. the Agreement at i. above shall prevail over the other documents above..

Section I: Conditions Precedent**1A. CONDITIONS PRECEDENT**

Save and except as may otherwise be expressly provided herein, the obligations of a Party under this Agreement shall be subject to the satisfaction in full of the conditions precedent relating to the other party ("**Conditions Precedent**").

1A.1 Conditions Precedent for Authorisee

The obligations of the Authority hereunder are subject to the satisfaction in full of the following Conditions Precedent for the Authorisee. The Authorisee shall have:

- i. prepare and submit and get approvals on Detailed Project Report for Upgradation, Operation & Maintenance detailing out the upgradation plan, fittings & fixtures proposed in the Project Facility within 90 (ninety) days of the Execution Date
- ii. provided an undertaking that all of the Representations and Warranties of the Authorisee set forth in Article 5.5 hereof are true and correct as on the date of this Authorization Agreement
- iii. Operationalization of mandated Ecrow Account for the whole Authorization Period with due approval of the BSCL/Authority.

1A.2 Conditions Precedent for the Authority

The obligations of the Authorisee hereunder are subject to the satisfaction in full of the following Conditions Precedent for the Authority. The Authority shall have:

- i. Handed over to the Authorisee, the vacant possession of the Project Site along with the Project Facility on an as is where is basis together with the physical infrastructure amenities and fixtures and fittings forming part thereof, free from any Encumbrances within 90 (ninety) days of the Execution Date subject to the provisions of any applicable law and rules of the land.

1A.3 Obligation to Satisfy Conditions Precedent

- i. Each Party shall make all reasonable endeavors at its respective cost and expense to comply in full with the Conditions Precedent relating to it within a period of 60 (sixty) days from the Execution Date. The later of the date within such 60 (sixty) days period when the Authority or the Authorisee fulfils its Conditions Precedent (unless the Authority waives the same for the Authorisee) shall be the date from which the obligations of the Parties hereunder shall commence ("**Compliance Date**").
- ii. In the event the Conditions Precedent for a Party have not been satisfied within the stipulated time period and the Authority has not expressly waived, fully or partially, such conditions relating to the Authorisee, this Agreement

shall cease to have any effect as of that date and shall be deemed to have been terminated by the mutual agreement of the Parties and no Party shall subsequently have any rights or obligations under this Agreement, save and except as expressly provided in this Agreement and the Authority shall not be liable in any manner to the Authorisee or Persons claiming through or under it, provided the Authorisee is not prevented by occurrence of any Force Majeure event.

- iii. Upon the termination of this Agreement under this Article 1A.3, the access to or possession of the Project Site granted to the Authorisee shall be forthwith terminated, and the Authorisee and the Persons claiming through or under it shall immediately cease to have access thereto and shall remove itself from the Project Site, without any demur or delay, and the Project Site shall, in case the Site/possession thereof has been delivered to the Authorisee, upon the termination of this Agreement under this Article 1A 3, the vacant possession of the Project Site shall immediately revert to the Grantor, free and clear from any Encumbrances and along with all Easementary Rights, irrespective of any outstanding mutual claims between the Parties or claims of any person.
- iv. In the event this Agreement is terminated due to non-fulfillment of the Authorisee's Conditions Precedent and the same is not due to the Authority's default, the Authority shall forfeit the payments already made by the Authorisee, including the Performance Security furnished by the Authorisee.
- v. In the event this Agreement is terminated due to non fulfillment of the Authority's Conditions Precedent, the Authority shall, upon such termination, return/release the Performance Security submitted by the Authorisee, without any interest thereon, to the Authorisee; provided there are no outstanding claims of the Authority on the Authorisee and unless the Authority's failure to fulfill its Conditions Precedent is a result of the Authorisee's default, in which case the Authority shall be entitled to forfeit the Performance Security as damages.
- vi. Instead of this Agreement terminating as provided in this clause 1A.3, the Parties may by mutual agreement extend the Conditions Precedent by such further period as agreed to by the Authority, in the event of any such extension being granted by the Authority the term "Compliance Date" shall be construed accordingly.

Section II: Grant of Authorization & Upgradation Work**2A. Authorization, Project Site and Project Facility****2A.1 Grant of Authorization**

In accordance with the provisions of this Authorization Agreement, the Applicable Laws and guidelines, the Authority hereby grants to the Authorisee, the exclusive right, authority and authorization during the Authorization Period, including extension thereof, to use the Project Site to upgrade, manage, operate, maintain the Project Facility (the “**Authorization**”), and the Authorizee hereby accepts the Authorization and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

Subject to and in accordance with the provisions of this Authorization Agreement, the Authorization hereby granted shall oblige or entitle the Authorizee to:

- (a) Enjoy complete and uninterrupted right of way, access, and license to the Project Site and Project Facilities during the Authorization Period;
- (b) upgrade, manage, operate, maintain and transfer the Project Facility and the Project Assets as per the terms of this Authorization Agreement;
- (c) Manage, operate and maintain the Project Facility and to regulate and handle the use thereof by Third Parties;
- (d) operate, maintain and manage the Project Facilities during the Authorization Period in line with Good Industry Practices
- (e) operate, maintain and manage the Hotel component of the Project Facility during the Authorization Period in line with the guidelines proposed by Ministry of Tourism (HRACC Division), Government of India vide its notification No 8-TH-I(03)07 Vol III revised in October 2011, for 1 or 2 star category of Hotel or equivalent Guest House.
- (f) Determine, levy, retain and appropriate User Charges from the Users of the Project Facility as per the provisions of the Agreement;
- (g) fulfill its obligations under this Authorization Agreement, undertake activities either by itself or through subcontracting arrangements and to appoint contractors, sub-contractors, agents, advisors and consultants, without in any way discharging or relieving the Authorizee of its duties and obligations as set out in this Authorization Agreement and any liability arising out of appointment of contractors, sub-contractors, agents, advisors and consultants shall be borne by the Authorizee;
- (h) bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Authorizee under this Agreement;
- (i) Hand over the Project Facility and the Project Assets to the Authority on

the Transfer Date;

- (j) Exercise and/or enjoy the rights, powers, privileges, authorisations and entitlements as set forth in this Agreement (collectively the “Authorization”).
- (k) not to assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Authorization hereby granted or on the whole or any part of the Project, Project Site and Project Facilities nor transfer, license or part possession thereof, save and except as expressly permitted by this Agreement;

For the avoidance of doubt, it is clarified that at all times the Project Site, the Project Facility and the Project Assets shall be the property of the Authority and the Authorisee shall maintain the Project Assets and Project Facility in good condition till the end of the Authorization Period

2A.2 Access and License to the Project Facility

- i. The Authority hereby grants to the Authorizee access to the Project Site(s) and Project Facility for carrying out any surveys, investigations that the Authorizee may deem necessary during the Compliance Period, it being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of survey, investigations carried out or work undertaken by the Authorizee on or about the Project Facility pursuant hereto in the event of Termination or otherwise.
- ii. In consideration of the Annual License Fee, this Agreement and the covenants and warranties on the part of the Authorizee herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Authorizee, commencing from the Compliance Date, leave and license rights in respect of the Project Facility and Project Site which is described, delineated and shown in Schedule-I hereto (the “**Project Facility**” / “Project Site”), on an “as-is-where-is” basis, free of any Encumbrances, to upgrade, operate and maintain the said Project Facility, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Project Facility for the duration of the Authorization Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.
- iii. It is expressly agreed that the license granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the license, upon the termination and or expiry of this Agreement for any reason whatsoever. For the avoidance of doubt, the Parties expressly agree that notwithstanding any temporary structures erected on the Project Site(s) by the Authorisee or its sub-licensees, the license in respect of the Project Site and Project Facility shall automatically terminate, without any further act of the Parties, upon termination and or

expiry of this Agreement.

- iv. The Authority shall make best efforts to handover, within 90 (ninety) days from the Execution Date, the Project Facility to the Authorisee along with the right of way in respect thereof, failing which the same shall be treated as Event of Default on the part of the Authority.

2A.3 Access to the Authority and its consultants

The Authorisee hereby acknowledges that the license, right of way and rights to the Project Facility granted to the Authorizee hereunder shall always be subject to the right of access of the Authority and/or consultants and their duly authorized employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement or otherwise.

2A.4 Debarred Activities

The Authorisee shall have no right to use or to allow the use of Project Site, existing civil structures or the temporary structures added subsequently on the Project Site by any Person for purposes other than the purposes permitted hereunder, such as to be used as office space, storage godown or open area dumping ground, parking facilities. No change in the existing Civil structure of any facility is allowed without prior written approval from the Authority.

2. UPGRADE WORKS AND UPGRADE PERIOD

2.1 Upgrade Period

The Authorisee shall commence the Upgrade works from the Compliance Date. Upgrade Period shall be for a period of 6 (six) months from the **Compliance Date**, wherein the Authorisee shall be required to comply with the obligations laid down in Article 2.2.

2.2 Obligations of the Authorisee during the Upgrade Period

The Authorisee shall have to:

- a. Upgrade the Hotel Component of the Project Facility in accordance with the guidelines proposed by Ministry of Tourism (HRACC Division), Government of India vide its notification No 8-TH-I(03)07 Vol III dated 05.08.2011, Annexure IV for 1 or 2 star category of Hotel and detailed out in Schedule 2 (hereinafter referred as the “**Minimum Facilities**”), the terms of this Agreement, Applicable Laws and Applicable Permits. For other infrastructure, the upgrade shall follow best industry practices.
- b. Landscaping and beautification of the Project Facility in accordance with the standard and specifications set forth in this Agreement;
- c. During the Upgrade Period and at any time during the Authorization

Period, the Authorisee shall have no right to make changes in the existing civil structure. Authorisee can use the existing building within the Project facility for Restaurant or any tourism related or allied activities. Authorisee can have the freedom to construct temporary facility within the Boundary of the Project Facility for activities like Food Court and Tourism related Activities after getting prior approval of the BSCL (Authority).

- d. Achieve the completion of Minimum Facilities and make the Project Facility operational, in all respect as per the provisions of the Authorization Agreement within 06 (six) months from the Compliance Date (“**Scheduled Upgradation Completion Date**”). The Authorisee shall be required to operate the ‘Minimum Facilities’ during the Authorization Period continuously, with the exception of the period required for compulsory/periodic maintenance/repair.
- e. Procured at its own cost all Applicable Permits, including environmental permits and forest clearances, required for the commencement of the upgradation, operation and implementation of the Project in accordance with the Applicable Laws, unconditionally or if subject to conditions then all such conditions shall have been satisfied in full and such Clearances and permits shall be in full force and effect and the Authorisee shall be in compliance with the conditions of grant thereof and the said permits shall be valid and effective;

2.3 Upgradation Completion

- i. The Upgradation works shall be deemed to be complete when the Minimum Facilities have been provided for in the Project Facility by the Authorisee to the satisfaction of the Authority (“**Upgradation Completion**”) and the Authority issues an Upgradation Completion Certificate (“**Upgradation Completion Certificate**”) to the Authorisee.
- ii. In the event that the Authorisee fails to achieve the Upgradation Completion by the Scheduled Upgradation Completion Date, unless such failure has occurred due to Force Majeure or for reasons solely & directly attributable to the Authority, it shall pay Damages to the Authority in a sum calculated at the rate of Rs. 50,000/- for delay of each week or part thereof, until Upgradation Completion is achieved. For the avoidance of doubt, it is agreed that recovery of Damages under this clause shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.
- iii. In the event that the Upgradation Completion is not achieved within 30 (thirty) days from the Scheduled Upgradation Completion Date, unless the delay is on account of reasons solely & directly attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminate this Agreement for an Authorisee Event of Default, in accordance with the provisions hereof and the Performance Security, in such a case shall be liable to be forfeited.

2.4. Commercial Operations and User Charges

2.4.1 Upon issuance of the Upgradation Completion Certificate the Authorisee shall commence the commercial operations of the Project (**Commercial Operations Date or COD**).

2.4.2 On and from the COD and till the Transfer Date, the Authorisee shall have the sole and exclusive right to

- i. Determine, revise, charge, demand, collect, recover, retain and appropriate the User Charges at market driven rates from Users of the Project and for the goods, services, facilities and amenities etc. relating to the Project/Project Facilities at the Site that are provided, arranged or procured by the Authorisee by itself or under or pursuant to Project Agreements;
- ii. Provide separate customized services or tariff packages or differential rates or special or seasonal discounts for specific, bulk, regular Users or different category of users or during different parts of the year or for timely or early payment.

Provided that the Authorisee shall be in compliance with the requirements of the Applicable Laws, terms of Applicable Permits, statutory or mandatory requirements of Government Authorities, if any, and Good Industry Practice in this behalf.

2.4.3 The Authorizee expressly recognizes that if any User fails to pay the User Charges, the Authorisee may exercise all rights and remedies available under the Applicable Laws for recovery thereof, including the suspension, termination or cancellation of provision of the applicable service to the relevant defaulting User; provided that the same shall be in compliance with the requirements of the Applicable Laws, terms of Applicable Permits, statutory or mandatory requirements of Government Authorities, if any, and Good Industry Practice in this behalf.

2.4.4 The Authorisee shall be given adequate flexibility to give the facility a name of its choice however the Authority reserves the right to withdraw the same if the name proposed jeopardises National/State/Society/General Public Interest.

Section III: Authorization Period & Considerations

3. AUTHORIZATION PERIOD AND CONSIDERATION TO AUTHORITY

3.1.1 Authorization Period

3.1.2 The Authorization Period during which the Authorisee is exclusively authorized to implement, operate and maintain the Project in accordance with the provision of this Agreement, shall commence from the Compliance Date for a period of 30 years from such date or the earlier termination or any extension of this Agreement in terms hereof. The same can be renewed for another term of 30 years on renewed and mutually agreed terms and conditions and approval of the Authority provided successful completion of the first term.

3.1.3 At the end of the Authorization Period or upon prior/sooner termination of this Authorization Agreement for any reason whatsoever, all rights given under this Authorization Agreement shall cease to have effect and the Project Facility along with the movable & immovable assets attached thereto shall revert back to the Authority, in good working condition.

3.1.4 The Authorisee or his nominee or any person claiming through under him shall cease to conduct all operations, including the operation of activities that has been sub-let or sub-licensed, on the expiry, including expiry on account of premature termination, of the Authorization Period. In the event the Authorisee or the persons claiming through or under him fail to voluntarily cease to conduct operations, including the operation of activities sub-let or sub-licensed on the said expiry or premature termination, it shall be lawful for the Authority to intervene and cause them to be ceased to be conducted in any manner as deemed fit by the Authority.

3.2 Annual License Fee

3.2.1 A. Payment of Annual License Fee

- a) In consideration of the Authorization, rights and privileges granted by the Authority to the Authorisee in terms of this Authorization Agreement, the Authorisee shall commencing from the Project Commencement Date or the Commercial Operations Date, whichever is earlier, pay to the Authority an Annual License Fee (the “**Annual License Fee**”) as set forth below;
- b) For the Period commencing from the Project Commencement Date or the Commercial Operation Date (COD), whichever is earlier, till the 31st March of the relevant Accounting year (“**1st Operating Year**”), the Authorizee shall be required to pay to the Authority, towards the Annual License Fee for the 1st Operating Year, an amount to be calculated on a pro-rata basis for the period commencing from COD or the Project Commencement Date,

whichever is earlier, till 31st March of the relevant Accounting year, on the basis of the Annual License Fee of `...../- (Rupees.....only) as quoted by the Preferred Bidder in its Bid for each of the Project Facility and as accepted by the Authority. The said amount shall be paid by the Authorisee in equated quarterly installments in advance for each month, 7 days **before** commencement of each quarter during the 1st Operating Year. For the purpose of this Agreement a year is divided in four quarter viz, Q1 (1st April to 30th June), Q2 (1st July to 30th September), Q3 (1st October to 31st December) and Q4 (1st January to 31st March).

- c) The Annual License Fee for the subsequent Accounting Years during the Authorization Period shall be paid in 4 (four) equated installments in advance, 7 days before of commencement of each quarter. The Annual License fee shall be escalated at the rate of 15% every two years till the term of Authorization Period over the previous amount of the Annual License Fee. The first increase in the Annual Financial Fee shall take place at the end of the subsequent Financial Year in which the Commercial Operation Date falls i.e., if the Commercial Operation Date is Sep 2023, the first increase in the Annual License fee shall take place on April 2025 and from thee onward the increase shall be every two Financial Year.
- d) The Annual License Fee shall be paid by the Authorisee /Preferred bidder through an Escrow Mechanism or Dedicated Project Account to the Authority's or its nominee's bank account at a scheduled bank (to be intimated later on) having a branch at Bareilly..
- e) The calculation of applicable total annual license fee shall be done by multiplying the applicable rate per square meter per month (taking into consideration the applicable escalation as mentioned in c above) by 12 and then by the applicable built up area in square meter (which is the total applicable buitup area taking into consideration any addition done by the Authorizee as per applicable norms prescribed in this Agreement). The additional built up area shall be considered from the very next month in which the additional built up area receives completion certificate from the Authority.

3.2.2 Delay/Default in Payment of Annual License Fee and Consequences thereof

- a) In the event of delay of up to four weeks, from the due date of payment towards Annual License Fee by the Authorisee, the Authorisee shall be required to pay an interest at the rate of 15% (fifteen percent) per annum, to be calculated from the due date till the date of actual payment.
- b) In the case of delay beyond the said four weeks, it shall become an Authorisee Event of Default entitling the Authority to terminate the Authorization Agreement in accordance with the provisions hereof and the Performance Security in such an event shall be liable to be forfeited by the BSCL.

3.3 Performance Security

- 3.3.1 (a) The Authorisee, for the due, faithful and punctual performance of the Authorisee's obligations originating out of this Authorization Agreement during the subsistence of this Authorization Agreement, has delivered to the Authority within 15 days from the date of receipt of Notice of Award a Bank Guarantee / demand draft in favor of Bareilly Smart City Limited from _____ and payable at Bareilly of an amount equivalent to _____ (Rupees _____) towards the interest free performance security (the "**Performance Security**") for the Project Facility. The Authorisee shall ensure that the amount of Performance Security is revised from time to time, till the end of the Authorization Agreement, so that the Performance Security is at all times equivalent to Total Annual License Fee payable in a particular Accounting Year, failing which shall constitute an Authorisee Event of Default

3.3.2 Appropriation of Performance Security

- a) In the event the Authorisee defaults in the due, faithful and punctual performance of its obligations under this Authorization Agreement during the subsistence of this Authorization Agreement or failure to meet any obligations during the Upgradation Period (a failure/default which cannot be attributed to Force Majeure and/or an Authority default), and fails to remedy such default within a Cure Period of 30 (thirty) days or defaults in payment of any dues to Authority outstanding under this Authorization Agreement or an Authorisee Event of Default has occurred, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to en-cash and appropriate an amount representing twice the relevant or delinquent amounts from the Performance Security as damages for such default.
- b) Upon such encashment and appropriation of the Performance Security by the Authority, the Authority shall, by notice, grant 30 (thirty) days period to the Authorisee to replenish, in case of partial appropriation, to the original level of Performance Security and in case of appropriation of entire Performance Security, to provide a fresh Performance Security and the Authorisee shall, within the time so granted replenish or furnish to the Authority a fresh Performance Security as aforesaid, failing which the Authority shall be entitled to terminate this Authorization Agreement under Article 8. The provisions of this Article 3.3 shall apply mutatis mutandis to such fresh/replenished Performance Security.

3.3.3 Release of Performance Security

- a) Subject to the provisions of this Authorization Agreement and unless the Performance Security or a part thereof has been forfeited by BSCL in terms of any provision of this Authorization Agreement, the Authority shall return the Performance Security to the Authorisee as soon as after the issuance of the Authorization Agreement Completion Certificate but within 90 (ninety) days from the issuance of the Authorization Agreement Completion Certificate without any interest thereupon. However, if the Authorisee chose not to apply for the issuance of the Authorization Agreement Completion Certificate even after successful completion of the Authorization Period, balance of Performance Security, after satisfying any claim of the Authority, furnished by the Authorisee shall be released as soon as possible but within 180 (one hundred and eighty) days from the Transfer Date unless whole or any part thereof has either been forfeited by the BSCL.

Section IV: Obligations & Warranties of the Authority**4. OBLIGATIONS OF THE AUTHORITY****4.1 General Obligations**

In addition to the obligations imposed explicitly or implicitly in terms of this Authorization Agreement, it shall also be the Authority's obligation to ensure that the following are made available or executed by the Authority:

- a. The Authority has the right to take over the Project if the Authorisee defaults in fulfilling any of its obligations, rights and responsibilities detailed under this Authorization Agreement or, there exists, in the opinion of the Authority, sufficient reasons to take over the Project, provided that when it is proposed to take over the Project on the ground that 'there exists, in the opinion of the Authority, sufficient reasons to take over the Project', the Authorisee shall be afforded a notice outlining clearly such reasons and basis for them and shall be afforded a reasonable opportunity of being heard before the Project is so taken over;
- b. The Authority shall recognize and undertake not to, in any manner, violate or cause breach of the terms of this Authorization Agreement;
- c. The Authority shall not exempt or otherwise exercise its rights, powers and authority so as to cause the Authorisee to exempt any specified class or classes of persons/ individuals from payment of User Charges, etc., except as expressly provided for in this Authorization Agreement;
- d. The Authorisee shall ensure timely payment of electricity, water and other bills. From the Execution Date till the subsistence of this Authorization Agreement, the Authorisee shall be held liable for the payment of electricity, water and such other bills relating to the Project Facility and in the event of any default in this regard by the Authorisee, the same shall be construed by the Authority as an Authorisee Event of Default;
- e. All litigation involving the Project Facility prior to the Execution Date and wherein the actions have been filed against the Authority shall be conducted solely by the Authority and the Authorisee shall be, in no way, held responsible or liable as a reason thereof. The Authority shall indemnify the Authorisee and shall hold it free of any claim or consequent cost that may arise as a result of any such litigation;
- f. Any liability, arising out of providing the Project Site and the Project Facility, to the Authorisee, free from all Encumbrances, unless expressly provided for in this Authorization Agreement, shall be borne solely by the Authority. The Authority shall indemnify the Authorisee and shall hold it harmless from any claim or consequential cost that may arise as a result thereof;
- g. The Authority shall bear and be responsible for all costs, expense or

charges incurred in making available the Project Site and Project Facility available to the Authorisee in accordance with Article 2A 1;

- h. Upon request from the Authorisee, the Authority shall provide reasonable assistance and facilitation in procuring the Applicable Permits and Clearances/ approvals which are necessary at the appropriate stages of the Project and which are in its authority to grant or cause to be granted subject to the Authorisee complying with the eligibility criteria for the grant of such Clearances. However, notwithstanding the contents of this or any other provision of this Authorization Agreement, the responsibility for obtaining all such approvals / Clearances whether from any department or any other authorised agency/ Competent Authority shall be that of the Authorisee;
- i. The Authority would ensure that from the Execution Date and till the completion of the Authorization Period, the Authorisee has uninterrupted access to the Project Site and Project Facility for the purpose of carrying out the Authorisee's obligations under this Authorization Agreement.
- j. The Authority shall hand over the relevant documents of all the fittings & fixtures caused to be installed at the Project Facility by the Authority prior to the Execution Date.
- k. The Authority shall provide core/peripheral infrastructure (road, power, water etc) up to the project site/facility before Condition Precedent

4.2 Representation and Warranties of the Authority

The Authority represents and warrants to the Authorisee that:

- i. The Authority has full power and authority to execute, deliver and perform its obligations under this Authorization Agreement and to carry out the transactions contemplated hereby;
- ii. The Authority has taken all necessary actions to authorise the execution, delivery and performance of this Authorization Agreement;
- iii. This Authorization Agreement constitutes a legal, valid and binding obligation enforceable against the Authority in accordance with the terms hereof;
- iv. Permit the Authorisee to have complete, lawful and uninterrupted access of the Project Facility & Project Site by way of a license during the subsistence of the validity of the Authorization Period in accordance with this Authorization Agreement. Nothing stated herein, however, shall be construed as passing over the title right in respect of the Project Site and the Project Facility to the Authorisee or permitting the Authorisee to create any third party interest, either temporary or permanent or of whatsoever nature in respect thereof.

Section V: Obligations & Warranties of the Authorisee**5. OBLIGATIONS OF THE AUTHORISEE****5.1 General Obligations**

Subject to and on the terms and conditions of this Authorization Agreement, the Authorisee shall, at its own cost and expense, upgrade the Project Facility, undertake the operation and maintenance of the Project Facility and observe, fulfill, comply with and perform all its obligations set out in this Agreement or arising hereunder, including in addition to and not in derogation of its obligations elsewhere set out in this Authorization Agreement, the following:

- i. Obtain any and all Applicable Permits, necessary approvals, clearances and sanctions from the Competent Authority/ies, for necessary facilities including but not limited to facilities such as power, water supply, drainage & sewerage, fire fighting, telecommunications etc, as and when required by the Authorisee and its subcontractors and employees to discharge their obligations under this Authorization Agreement;
- ii. Comply at all times with all Applicable Permits, approvals, clearances and Applicable Laws in the performance of its obligations under this Authorization Agreement and before undertaking/ running/ operating any facility within the Project Facility;
- iii. Shall seek environment & forest clearances from the concerned Competent Authorities, wherever required, at an appropriate time in implementation/operating the Project Facility and shall not cause any trees to be fell within the Project Site without obtaining requisite prior permission from the relevant Competent Authority and/or the BSCL.
- iv. Make timely payments of the Annual License Fee, as applicable, to the Authority in accordance with the terms of this Authorization Agreement;
- v. Not Used
- vi. Provide for adequate clean drinking water and clean toilets for use of the Users; any connection of water supply and power supply if obtained by BSCL previously will not be used by the authorisee in any manner.
- vii. The Authorisee shall not cause any trees to be fell within the Project Facility without obtaining requisite prior permission from the competent authority and/or the BSCL.
- viii. Ensure that the “Project Facility/(ies) shall be kept operational at all times during the Authorization Period, with the exception of the period required for compulsory/ periodic maintenance/ repair undertaken within the timeframe approved by the Authority;
- ix. For smooth and efficient running of the Project Facility, the Authorisee may

after seeking prior written approval of the Authority, create additional support facilities and infrastructure or enhance the capacity of the support facilities provided by the BSCL such as the internal and external sewage conveying and disposal system, electricity loads including Air Conditioning and connections including the internal street light facilities, power generator, water connections and its conveyance including storage, toilet facilities, road and streets for movements within the premises etc; provided that these improvements shall, wherever found necessary by the Authorisee, be undertaken by the Authorisee at its own cost and after obtaining necessary statutory clearances from the Competent Authority and paying the necessary charges for them at its own. However, the Authorisee shall be required to notify the Authority about the proposed enhancements/improvements and in case, the Authority objects to any of them or warrants the proposed improvements to be relocated, the objections shall be complied with while executing the same.

- x. Ensure that the Project Facility/(ies) once commissioned, must remain operational continuously throughout the entire Authorization Period, save the duration for occasional and temporary closure, with the prior consent of the Authority, for necessary maintenance/ up keeping/ up-gradation/ renovation requiring essential temporary closure.
- xi. During the Upgradation Period and at any time during the Authorization Period, the Authorisee shall have no right to make changes in the existing civil structure. Authorisee can use the existing building within the Project facility for Restaurant /Shops or any legal commercial usage as approved by the Authority. Authorisee can have the freedom to construct temporary facility within the Boundary of the Project Facility for activities like Food Court and Tourism related Activities after getting prior approval from BSCL . Further, the Authorisee shall ensure that the said new temporary/semi permanent Structures do not cause any harm or affect the existing physical structures within the Project Facility.
- xii. The Authorisee shall ensure the following:
 - a. that all the furniture, fixtures, equipments, etc, to be made part of the Project Facility shall be of good quality and standards befitting a one or two star category hotel or guest house (as applicable);
 - b. that the entire Project shall be maintained throughout the Authorization Period in line with Good Industry Practices The Authority at any time, even before completion of a year, may instruct the Authorisee to replace / repair the furniture/fixtures or any other moveable or immovable assets, if the same in the reasonable opinion of the Authority do not match the standards prescribed in terms of this Authorization Agreement for the Project Facility;
- xiii. Bear the cost/ expenditure to be incurred on the commercial operation of the Project Facility during the entire Authorization Period;

- xiv. Have the right to place electronic hoardings and advertisement boards, in accordance with Applicable Laws, within the Project Facility and generate and appropriate revenue from it;
- xv. Pay at its own cost all applicable existing and future taxes/charges/fees including GST, house tax, TCS, TDS, stamp duty, registration charges, import licence, toll, customs duties, import duties, business taxes, etc and any other related legal documentation charges, if any, in respect of the said Project. Nothing in this Authorization Agreement shall relieve the Authorisee from its responsibility to pay any tax, duty, cess, charge, etc. that may be levied in India/ Uttar Pradesh and on profits made by it in respect of this Authorization Agreement. The Authorisee's staff, and labour and the Persons claiming through or under the Authorisee will be liable to pay personal income taxes in India in respect of their salaries and wages as chargeable under the laws and regulations for the time being in force, and the Authorisee shall make such deductions in respect of such taxes as required by law.
- xvi. Prepare and submit to the Authority a Detailed Project Report for Upgradation, Operation & Maintenance detailing out the upgradation plan, fittings & fixtures proposed in the Project Facility, Operation & Maintenance plan etc at its own cost in conformation with the various statutory provisions and good engineering practices within 60 days of signing of the Execution Date.
- xvii. Carry out its duties in regard to the operation, maintenance and management of the Project Facilities in accordance with the provisions of the Authorization Agreement and the Schedules hereof. The duties shall include any duty which is implied by this Authorization Agreement, or arises from any obligation of the Authorisee, and all duties not mentioned in this Authorization Agreement, but which may be inferred to be necessary for the safe, reliable and efficient operation of the Project / Project Facility/ Project Site and good commercial practices while protecting the rights and privileges of the Authority;
- xviii. Be responsible for all liabilities arising out of operation, maintenance & management of the Project;
- xix. To maintain a separate asset register for all the fittings & fixtures provided by the Authority in the Project Facility and also for the new fittings & fixtures installed or caused to be installed by the Authorisee at the Project Facility.
- xx. In case during the subsistence of the Authorization Period, the Authorisee intends to replace any fittings & fixtures/ equipments provided/ installed/ caused to be installed by the Authority in the Project Facility prior to handing over the Project Facility to the Authorisee, the Authorisee shall notify the Authority of the same and the Authority, if it so desires, may get the particular asset removed from the Project Facility at its own cost within 7 (Seven) days from the date of Authorisee's notice or the Authorisee will be at liberty to dispose off the particular asset on its own. In case of replacement of the

fittings & fixtures/ assets provided by the Authority at the Project Facility, the Authorisee shall replace the fittings & fixtures with similar brand or higher brand products.

- xxi. Not create or permit any person to create or place any Encumbrances or security interest over all or any part of Project Facility/ Project Site or on any rights of the Authorisee therein or under this Authorization Agreement, save and except as expressly permitted under this Authorization Agreement;
- xxii. Ensure that the Project Site remains free from all encroachments during the Authorisation Period and take all steps necessary to remove encroachments thereon, if any.
- xxiii. Be solely and primarily responsible to the Authority for observance of all the provisions of this Authorization Agreement on behalf of its employees, representatives, sub-Authorisee(s) and/or sub-contractors(s);
- xxiv. Be liable for and shall indemnify, protect, defend and hold harmless Authority, Authority's officers, employees, consultants etc. from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Authorisee to discharge its obligations under this Authorization Agreement and to comply with the provisions of Applicable Laws and Applicable permits;
- xxv. Not undertake or permit any unlawful or activities prohibited under the Applicable Laws to be conducted from or upon the Project Site.
- xxvi. Carry out all checks, repairs and conduct maintenance works with adequate advance notice in such a planned manner that there shall be minimal disruption of the operations of the Project Facilities.
- xxvii. Exercise such other rights, in consultation with the Authority as being necessary or desirable for the purposes incidental and necessary for upgrading, managing, running and maintaining the Project.
- xxviii. At all reasonable times and on reasonable notice, afford access to the Project Site/ Project Facility to the representatives of or Persons duly authorised by the Competent Authority/ Authority concerned with safety, security or environmental protection to inspect the Project Facility thereon and to investigate any other matter within its authority and the Authorisee shall further afford such Persons reasonable access to the Project Facility necessary to carry out their respective duties and functions.
- xxix. Take all reasonable steps to protect the environment (both on and off the Project Site/ Facility) and to limit damage and nuisance to people and property.
- xxx. Be responsible for the removal from the Project Site, in accordance with Applicable laws and directives, any materials generated or released by the Authorisee during the Authorization Period, which are toxic or hazardous to

the health or safety of persons.

- xxxi. Take all necessary precautions to keep the Project Site/ Project Facility free from unauthorized occupation, encroachment, damage or degradation.
- xxxii. Shall promptly respond to the queries or suggestions/directions made by or on behalf of the Authority.
- xxxiii. Employ and provide at its expense such qualified, trained and experienced personnel as is required to manage the Project Facility/. The Authorisee shall be further responsible for obtaining all necessary Clearances from the Competent Authority/ies and compliance with all local and other applicable laws and regulations pertaining to the employment of labour.
- xxxiv. be solely and exclusively responsible for the recruitment, transportation, accommodation, catering, payment of the salaries, wages and other payments and costs incidental thereto, health, hygiene, safety etc. and all taxes, charges, levies, duties payable under Applicable Laws arising from the respective terms and conditions of employment of all labor and personnel employed by the Authorisee, its contractors, agents and representatives, in connection with the upgradation and/ or O&M works for the Project. The Authorisee shall be responsible for its employees and contractors at all times and the Authority shall not be liable in any manner whatsoever in respect of such employees and their employment.
- xxxv. In the event of an accident at the Project Site the Authorisee shall, by most expeditious means, inform the concerned Civil and Police Authorities, and also the Authority. The Authorisee's responsibilities with regard to the Project shall in no way be diminished by informing the above officials and it shall take expeditious action for the medical and legal aspects notwithstanding any delay on the part of these officials to give any instructions. The Authorisee shall keep the site of such accident intact, until completion of all legal formalities. The Authorisee shall then arrange for the expeditious removal of the wreckage or debris, and for cleaning the Project Facility. If any portion of the Project Facility suffers any damage, the Authorisee shall, with the consent of Authority, arrange for the repair and rectification thereof. The Authorisee shall, in the event of any accident, incur any expenditure or take any other action as necessary (in accordance with Good Industry Practices). Any communication to the news media made by the Authorisee shall provide only enough information to satisfy public concern, and the Authorisee shall make no admissions nor accept any liability in such communications. The Authorisee shall indemnify, defend and hold harmless the Authority, during the term of this Authorization Agreement, from and against all liabilities, damages, actions, proceedings, and claims of any nature whatsoever, as suffered by the Authorisee due to such accidents.
- xxxvi. Ensure that no expenditure is incurred by the Authorisee on behalf of the Authority, or to enter into any commitment as agent of the Authority, unless specifically and explicitly authorised by Authority under the terms of this

Authorization Agreement. The Authorisee shall not amend, terminate, modify or supplement any contract on behalf of or in the name of the Authority.

- xxxvii. It is hereby agreed between the Parties that any and all applicable taxes levied and payable during the term of this Agreement, in respect of the Project Site and/or Project Assets [including all immoveable properties] to any Government authority, shall be payable by the Authorisee. Further, the Authorisee hereby expressly agrees and undertakes that the Authorities shall have no obligation in respect of payment of such taxes/ duties, and the Authorizee undertakes to indemnify the Authority in respect of any liability/costs arising under or in relation thereto
- xxxviii. Make all applicable statutory payments along with Annual License Fee as well as transfer of designated amount related to common area maintenance

5.2 Obligations relating to Insurance

- i. The Authorisee shall obtain and maintain during the Upgradation and Authorization Period, at its own expense, insurance policies as may be required to be maintained under Applicable Laws and such insurances that are necessary for the Project and to protect the Authorisee, its employees and the Project Assets (against loss, damage or destruction at replacement value) including all Force Majeure Events that are insurable, under Applicable Laws and such other insurance that are necessary or desirable in accordance with Good Industry Practices to cover the Authorization Period. Within 30 (thirty) days of obtaining the insurance cover, the Authorisee shall furnish to the Authority, certified copies of certificate of insurance and certified copies of the premia payment receipts in respect of such insurance. Authorisee shall, from time to time, furnish the evidence to the Authority that all premium(s) have been paid and that the relevant policies remain in existence. Such insurance may not be cancelled or materially changed without 30 (thirty) days' prior written notice to the Authority.
- ii. **Remedy for Failure to Insure**
- If the Authorisee shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the Authority shall have the option to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Authorisee.
- iii. **Authorisee's Waiver**
- The Authorisee hereby releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Authorisee may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Authorisee pursuant to this Agreement (other than third party liability insurance policies) or because of

deductible clauses in or inadequacy of limits of any such policies of insurance.

iv. **Application of Insurance Proceeds**

The proceeds from all insurance claims, except life and injury, shall be paid to the Authorisee who shall, apply the proceeds in repairing, replacing and making good any loss to the Project Assets and Project Facility.

5.3 Minimum Equity requirements

The aggregate equity share holding of the (Consortium or Single entity) in the subscribed and paid up equity share capital of the Authorizee shall not be less than 100% (Hundred per cent) during the period commencing from the Execution Date until the fifth anniversary of the Execution Date, and thereafter during the remaining term of the Authorization Agreement, the aggregate equity share holding of the BSCL (Consortium or Single entity) in the subscribed and paid up equity share capital of the Authorizee shall not be less than 51% (fifty one per cent). Further, in the event, the BSCL is a Consortium, the Lead Member of the Consortium shall be required to hold at least 51% (fifty one per cent) in the subscribed and paid up equity share capital of the Authorizee during the period commencing from the Execution Date until the term of the Authorization Agreement.

5.4 Obligations in respect of Project Agreements

- i. Subject to compliance with the provisions of this Agreement and the Applicable Laws, the Authorisee shall have the right to enter in to sub-contract/ sub license arrangements with any Third Party on commercial terms subject to clause 5A (c) **wherein the Authority shall be made a Conforming Party**, provided however, that it shall be obligatory upon the Authorisee to provide copies of all such Project Agreements entered into from time to time with Third Parties, to the Authority, with incorporated clauses, in all such sub contracting agreements with such respective Third Parties, that (1) the period of sub – license shall be co-terminus with the period of this Authorization Agreement and (2) in case of termination of this Authorization Agreement or expiry thereof (by efflux of time), it shall handover the Project Facilities back to the Authority with installed Project Assets subject to normal wear and tear;
- ii. The Authorisee accepts and undertakes to ensure that the terms of all Project Agreements (including the agreements between the Authorisee and any other Person(s), including vendors of goods and services, or between any of these entities) shall be in conformity with the provisions of this Agreement and not in derogation of or conflict with the provisions hereof. In the event of any conflict or inconsistency between such documents and this Agreement, the provisions of this Agreement shall prevail. The Authorisee further undertakes that any agreement between itself and any other Person(s), or between any of these

entities, shall contain such terms and conditions as may be necessary to ensure that the counterparty thereto is required to perform its part of the agreement(s) in conformity with the Authorisee's obligations under this Agreement.

- iii. The Authorisee shall procure that each of the Project Agreements contains provisions that entitle the Authority or its nominee to step into such agreements, in its sole discretion, in substitution of the Authorisee in the event of Termination (the “**Covenant**”). For the avoidance of doubt, it is expressly agreed that in the event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety) days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effect from the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly provide for such eventuality. The Authorisee expressly agrees to include the Covenant in all its Project Agreements.
- iv. It is hereby clarified that the execution of any Project Agreements shall not relieve the Authorisee of its liability or obligations as set out in this Authorization Agreement;

5.5 Representations and Warranties of the Authorisee

The Authorisee represents and warrants to the Authority that:

- i. It is duly organised, validly existing and in good standing as per the laws of the jurisdiction;
- ii. It has full power and authority to execute, deliver and perform its obligations under this Authorization Agreement and to carry out the transactions contemplated hereby;
- iii. It has taken all necessary actions under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Authorization Agreement;
- iv. It has the financial standing and capacity to undertake the Project;
- v. This Authorization Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- vi. It is subject to civil and commercial laws of India with respect to this Authorization Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- vii. All the information furnished in the Authorisee's Bid/Proposal is, and shall be, true and correct as on the Appointed Date & throughout the Authorization Period/ subsistence of the Authorization Agreement and the Balance Sheet and Profit and Loss Account of the Authorisee for each of the Financial Years after the Execution Date furnished to the Authority shall give true and fair view of the affairs of the Authorisee.

- viii. It shall furnish a copy of the audited accounts of the Authorisee within 180 (one hundred and eighty) days of the close of each Financial Year after the Appointed Date and any material change subsequent to the date of such accounts shall be notified to the Authority by the Authorisee within 30 (thirty) days of its occurrence and warrants that the accounts and the information furnished as aforesaid shall be true and correct;
- ix. There are no actions, suits, proceedings, or investigations pending or, to the Authorisee's knowledge, threatening it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Authorisee under this Authorization Agreement, which individually or in the aggregate may result in any Material Adverse Effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Authorization Agreement;
- x. The Authorisee 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 Competent Authority which may result in any Material Adverse Effect or impairment of the Authorisee's ability to perform its obligations and duties under this Authorization Agreement;
- xi. The Authorisee has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctions or any other civil or criminal liabilities, which in the aggregate have or may have Material Adverse Effect on its financial condition or its ability to perform its obligations and duties under this Authorization Agreement;
- xii. All rights and interests of the Authorisee in the Project shall pass to and vest free and clear of all liens, claims, and encumbrances in the Authority on the date the Project Premises reverts back to the Authority;
- xiii. No Representation or Warranty by the Authorisee contained herein or in any other document furnished by it to the Authority, or to any Competent Authority in relation to Clearances shall contain any untrue statement of material fact or nor shall there be any omission to state a material fact necessary to make such representation or warranty not misleading; and
- xiv. The Authorisee warrants that no sums, in cash or kind, have been paid or will be paid by or on behalf of the Authorisee, to any person by way of commission or otherwise for securing the Contract, or influencing or attempting to influence any officer or employee of the Authority for the purpose of entering into this Authorization Agreement.
- xv. The aggregate equity share holding of the (Consortium or Single entity) in the subscribed and paid up equity share capital of the Authorizee shall not be less than 100% (Hundred per cent) during the period commencing from the Execution Date until the fifth anniversary of the Execution Date, and thereafter during the remaining term of the

Authorization Agreement, the aggregate equity share holding of the (Consortium or Single entity) in the subscribed and paid up equity share capital of the Authorizee shall not be less than 51% (fifty one per cent). Further, in the event of Consortium, the Lead Member of the Consortium shall be required to hold at least 51% (fifty one per cent) in the subscribed and paid up equity share capital of the Authorizee during the period commencing from the Execution Date until the term of the Authorization Agreement

- xvi. No right, title or interest in the Project or its land thereof : The Authorizee agrees that it shall use and occupy the Project Site only under and with the permission of the BSCL and shall not claim any tenancy, or any other right, title or interest in the Project Site or its land or any part thereof. It is further agreed by the Authorizee that no right, title or interest in the Project Site or its land shall be created or shall vest in the Authorizee 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 Authorizee in accordance with the law.

5A OBLIGATIONS OF PARTIES

Each Party shall

- a. Comply with and perform its respective obligations under this Authorization Agreement and shall work and cooperate in good faith with the other Party with respect to all the obligations and rights hereunder of the other Party;
- b. Understand that the title to and ownership of the Project Site shall at all times vest in the Authority and shall not in any form or under any circumstance whatsoever, either permanently or temporarily, pass over or be deemed to pass over to the Authorisee or to Persons claiming by, under or through the Authorisee;
- c. Subject to the provisions of the Authorization Agreement, the Authorisee shall undertake the Operation of the Project Facility/(ies) on its own and have only right to enter into an agreement with the third party for Construction and day to day Maintenance of the Project Facilities on following terms and conditions:
 - i. The duration of all such agreement with the third party shall remain valid at the most up to the Authorization Period. It shall be made clear by the Authorisee to the third party that in the event of pre-mature termination of this Authorization Agreement, the period of permissible duration of subletting/ sub-licensing shall automatically terminate on the same date i.e. the date on which the pre-mature termination of Authorization Agreement takes effect.
 - ii. No charge can be created on the land forming part of the Project,

infrastructure made available by the BSCL and properties belonging to the BSCL. All the sub-license agreement shall be entered upon in consonance with this Authorization Agreement with BSCL being the conforming party.

- iii. The third party in whose favour the right is being created by the Authorisee shall be stepping in the shoes of the Authorisee, without relieving the Authorisee from his principal liability towards the Authority, thereby meaning that the said third party shall independently be obliged to observe and bound by all obligations to which the Authorization Agreement binds the Authorisee.
- d. The Authority shall be notified about the creation of each subletting/sub-licensing rights by the Authorisee along with a draft of the agreement proposed to be executed between the Authorisee and the third party for this purpose. Response or suggestion or direction of the Authority, if any, conveyed within one month, must be addressed by the Authorisee in this regard while creating subletting/sub-licensing rights. However, if the Authority fails to convey its response or suggestion or direction within the said one month, it shall be considered as deemed approval of the draft Agreement and the Authorisee can proceed in the matter.

Section VI: Risk & Responsibility, Indemnification and Liability

6. RISK AND RESPONSIBILITY

6.1 Liability of the Parties to the Authorization Agreement

- a) A Party shall promptly inform to the other Party, of any claims or proceedings or anticipated claims or proceedings against the other Party and in respect of which the other Party is entitled to be indemnified as soon as a Party becomes aware of the same. Each Party shall give reasonable assistance to the other in defending such claims and the Party giving such assistance shall be entitled to be indemnified to the extent of the costs incurred by it in this regard.
- b) The Authority shall not be liable in any manner whatsoever for the obligations and liabilities incurred by the Authorisee during the Authorization Period, including any extension thereof.

6.2 Indemnification

The Authorisee shall indemnify, defend and hold harmless the Authority during and after the term of this Authorization Agreement from and against all liabilities, damages, losses, expenses, debts, demands, actions, proceedings, costs and claims of any nature whatsoever, including without limitation, legal fees and expenses, suffered by the Authority or any Third Party as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of this Authorization Agreement and failure to perform obligations hereunder of or by the Authorisee and its employees, representatives, etc., including the use or violation of any copyright work or literary property or patented invention, article or appliance, except to the extent that such injury, damage or loss is attributable to a negligent or willful act or omission of the Authority. The Authorisee shall also be liable under this Article in contract, dereliction or otherwise for any indirect or consequential loss, damage, loss of use or interest costs. In this regard an indemnity bond, the format for which would be given by the Authority, would also be given by the Authorisee to the Authority.

The Authorisee shall indemnify, defend and hold harmless the Authority during and after term of this Authorization Agreement from and against all the liability, acts or omissions caused by any sub-licensee of the Authorisee. The Authorisee shall also be liable under this Article in contract, dereliction or otherwise for any indirect or consequential loss, damage, loss of use or interest costs.

6.3 Risk and Liability

Except as expressly provided in the Authorization Agreement, the Authorisee shall carry out and perform its rights and obligations under the Authorization Agreement at its own cost and risk. It shall be fully responsible for and shall bear the financial

risks in relation to the Project and all its rights and obligations under or pursuant to the Authorization Agreement.

Section VII: Force Majeure

7. FORCE MAJEURE

7.1 Force Majeure Event

Force Majeure Event shall mean any event or circumstance or a combination of events and circumstances (occurring in India) set out hereunder or the consequence(s) thereof which affect or prevent a Party (Authority or Authorisee) claiming force majeure (**“Affected Party”**) from performing its obligations in whole or in part under this Agreement and which event or circumstance (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) such party could not have prevented or reasonably overcome with the exercise of due diligence, reasonable efforts, skill and care, (iii) does not result from the negligence of such party or the failure of such party to perform its obligations hereunder, (iv) is of an incapacitating nature and prevents or causes a delay or impediment in performance that has material adverse effect and (v) is all or any of the following circumstances:

- i. Lightning, earthquake, landslides, tempest, cyclone, hurricane, whirlwind, storm, flood, and other unusual or extreme adverse weather or environmental conditions (including, without limitation, any such conditions at sea affecting the delivery of equipment to the Project) or other events of natural disaster of rare severity;
- ii. Meteorites or objects falling from aircraft or other aerial devices, the occurrence of pressure waves caused by aircraft or other aerial devices travelling at high speeds;
- iii. Fire or explosion, chemical or radioactive contamination or ionizing radiation; not attributed to the Authorisee,
- iv. Epidemic or plague;
- v. Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, revolution, religious strife, bombs, sabotage, terrorism or threat of such acts or other similar events of a political or social nature;
- vi. Expropriation, confiscation, nationalization or requisition of the Project by Gol , GoUP, or Authority except as provided under this Authorization Agreement;
- vii. Any event or circumstances of a nature analogous to any of the foregoing.

7.2 Notice of Force Majeure Event

As soon as practicable and in any case within 3 (three) days of tthe Affected Party shall notify the other party of the same, setting out, inter alia, the following in reasonable detail:

- i. The nature and extent of the Force Majeure Event;
- ii. The estimated Force Majeure Period;
- iii. The nature of and the extent to which, performance of any of its obligations under this Authorization Agreement is affected by the Force Majeure Event;
- iv. The measures, which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- v. Any other relevant information concerning the Force Majeure Event, and/or the rights and obligations of the Parties under this Authorization Agreement.

7.3 Performance of Obligations

The Affected Party shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- i. Due notice of the Force Majeure Event has been given to the other Party as required by the preceding Article 7.2;
- ii. The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- iii. There shall be no Termination of this Authorization Agreement except as provided in Article 7.4;
- iv. Where the Authorisee is the Affected Party, the various timelines set forth in this Authorization Agreement and the Authorization Period shall be extended by the period equal to the period for which such Force Majeure Event shall subsist;
- v. Where the Authorisee is the Affected Party, it has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facility / Project Premise as a result of the Force Majeure Event and to restore the Project Facility / Project Premise, in accordance with the Good Industry Practice and its relative obligations under this Contract;
- vi. When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non issue of such notice being no excuse for any delay for resuming such performance;
- vii. The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Contract; and
- viii. Any insurance proceeds received by the Authorisee shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with Good Industry

Practice and in consultation with the Authority, unless otherwise agreed to by Authority.

7.4 Termination Due To a Force Majeure Event

If a Force Majeure Event subsists for a continuous period of 365 (three hundred sixty five) days, either Party may in its sole discretion terminate this Authorization Agreement by giving 30 (thirty) days Termination Notice in writing to the other Party without being liable in any manner whatsoever. The Performance Security shall in such an event be refunded back to the Authorisee as soon as possible after such termination but in any case within 180 (one hundred and eighty days) thereafter, provided there are no outstanding dues of the Authority against the Authorisee.

Save and except as otherwise provided herein, the Authorisee shall not be entitled to claim any compensation from the Authority in respect of termination pursuant to a Force Majeure Event, provided however, in the event the Agreement is terminated pursuant to a Force Majeure Event as set forth in point vi of clause 7.1. hereof, the Authority shall be liable to pay to the Authorisee by way of termination payment an amount equivalent to the amount that would be payable under Clause 8.2.2 as if the Agreement were terminated for an Authority Event of Default.

Section VIII: Termination**8. TERMINATION****8.1 Termination by Authority****8.1.1 Authorisee Event of Default**

Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Authorisee fails to cure the default within a Cure Period of 30 days, the Authorisee shall be deemed to be in default of this Agreement, unless such an event has occurred as a consequence of a Force Majeure Event (hereinafter called the “**Authorisee Event of Default**”). Without prejudice to any other rights or remedies which the Authority may have under this Agreement, the Authority may terminate this Authorization Agreement upon occurrence of an Authorisee Event of Default by giving a 30 (thirty) days Termination Notice to the Authorisee. The defaults referred to herein shall include:

- i. The Authorisee has failed to perform or discharge any of its obligations in accordance with the provisions of this Authorization Agreement;
- ii. If at any time any payment, assessment, charge, lien, penalty or Damage herein specified to be paid by the Authorisee to Authority under this Authorization Agreement or otherwise, or any part thereof, shall be in arrears and unpaid;
- iii. Any representation made or warranties given by the Authorisee under this Authorization Agreement is found to be false or misleading;
- iv. The Authorisee has failed to pay the Annual License Fee in terms of this Authorization Agreement;
- v. The Authorisee fails to achieve Upgradation Completion within the prescribed time period in accordance with the provisions of this Authorization Agreement.
- vi. The Authorisee engaging or knowingly has allowed any of its employees or representative to engage in any activity prohibited by Applicable Laws or which constitutes a breach of or an offence under the Applicable laws;
- vii. The Authorisee has not undertaken the O&M of the Project Facility as per the Ministry of Tourism, Government of India guideline in accordance to this Authorization Agreement;
- viii. The Authorisee has been adjudged as bankrupt or become insolvent;
- ix. The Authorisee has created any encumbrance, charges or lien in favour of any person or agency, over the Project Site and or the Project Facility
- x. The Authorisee has failed to effect and keep in force the Insurance required under this Authorization;

- xi. A resolution for voluntary winding up has been passed by the shareholders of the Authorisee;
- xii. Any petition for winding up of the Authorisee has been admitted and liquidator or provisional liquidator has been appointed or the Authorisee has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of Authority, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Authorisee under this Authorization Agreement;
- xiii. The Authorisee has abandoned the Project;
- xiv. such events as have been specified as Authorisee Events of Default under the provisions of this Agreement.

8.1.2 Consequences of Termination by Authority

Without prejudice to any other consequences or requirements under this Authorization Agreement or under any law, if the Authorization Agreement is terminated due to Authorisee Event of Default, then the Authority shall forfeit the Performance Security and the Project Site and Project Facility along-with all the movable & immovable, tangible or intangible assets shall revert back to the Authority, at no cost.

Notwithstanding anything contained in this Authorization Agreement, Authority shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Authorisee in connection with the Project.

The Parties agree that upon termination BSCL reserves the right to take possession of Project site and Project facilities within 15 days of the date of termination. Provided that if the Project site and facilities are not vacated till the 15th day from termination date, BSCL further reserves the right to seize the moveable property of the Authroisee in the Project site and project facilities.

8.2 Termination by Authorisee

8.2.1 Authority Event of Default

In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 180 (one hundred and eighty) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of

this Agreement (the "**Authority Event of Default**") unless the default has occurred as a result of any breach of this Agreement by the Authorisee or due to Force Majeure Event. Upon occurrence of an Authority Default, the Authorizee shall be entitled to terminate this Agreement by issuing 30 (thirty) days Termination Notice to the Authority. The defaults referred to herein shall include:

- i. Material Breach by Authority of its obligations under this Authorization Agreement;
- ii. Any defect in the title, ownership and possession of Authority with respect to the Project Site and the Project Facility that has a Material Adverse Effect on the Project;
- iii. the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement;

8.2.2 Consequences of Termination by Authorisee

Upon termination by Authorisee in accordance with Article 8.2.1 for an Authority Event of Default, the Authority shall refund the Performance Security, provided there are no outstanding claims of the Authority on the Authorisee and shall pay to the Authorisee by way of termination payments the depreciated value of the movable assets as installed by the Authorisee (as certified by the statutory auditors of the Authorisee). The said payments shall be made by the Authority as soon as possible from the Transfer Date.

Section IX: Expiry of Agreement**9. CONSEQUENCES OF TERMINATION OR EXPIRY OF AGREEMENT BY EFFLUX OF TIME**

- a) On the Transfer Date, the possession of the Project Site and Project Facility along with all the movable & immovable assets (with all Minimum Facilities) shall revert back to the Authority or its nominee, free and clear of any charges, liens and Encumbrances created or suffered by the Authorisee after the Execution Date.
- b) The Authorisee or its nominee(s) or sub-contractor or sub-licensee, and or persons claiming through or under them, as the case may be, shall cease to conduct all commercial activities within the Project Site from the Transfer Date.
- c) The Authorisee shall hand over to the Authority or its nominated agency all documents including the operations manuals, designs, documents, and records relating to the Users, bookings made and such other information relating to the Project and the Project Assets.
- d) to the extent possible the Authorisee shall assign to the Authority or its nominated agency at the time of handover/ transfer all unexpired guarantees and warranties by sub-contractors and suppliers and all insurance policies in respect of the Project Facility and assets.
- e) On the Transfer Date, the Project Facility and the Project Assets shall be in fair condition, subject to normal wear and tear, having regard for the nature of the asset, the construction and life of the facilities, constructions, structures etc.
- f) The Authorisee shall at its cost remove from the Site all such moveable assets which are not taken over by or transferred to the Authority or its nominated agency. In the event the Authorisee fails to remove such objects within the stipulated time, the Authority or its nominated agency may remove and transport or cause removal and transportation of such objects, after giving the Authorisee notice of its intention to do so to a suitable location for safe storage. The Authorisee shall be liable to bear the reasonable cost and the risk of such removal, transportation and storage.
- g) The personnel of the Authorisee shall continue to be the employees of the Authorisee and reverting back of the Project Facility/ Premises shall not in any manner affect their status as employees of the Authorisee and they shall have no claim to any type of employment or compensation from the Authority.
- h) Till the time the possession of the Project Facility reverts back to the Authority, all risks shall lie with the Authorisee for loss of or damage to the whole or any part of the Project Facility/ Premises, unless the loss or damage is due to an act or omission of the Authority in contravention of

its obligations under this Authorization Agreement.

- i) The handover of immovable property comprising the Project Facility and the Project Assets shall be deemed to be a termination of all right of way and license rights granted to the Authorisee in relation to the Project Site and the Project Facility. The movable assets installed by the Authorisee comprising the Project and the Project Assets shall be deemed to be transferred by delivery of possession
- j) Pursuant to the reverting back of the possession of the Project Facility/ to the Authority, the obligations and the rights of the Authorisee under this Authorization Agreement shall terminate vis-à-vis the Authority and the Authorisee shall no longer act in its capacity as Authorisee in relation or pursuant to this Authorization Agreement.

Section X: Completion Certificate**10. ISSUANCE OF AUTHORIZATION AGREEMENT COMPLETION CERTIFICATE**

- a) The Authorization Agreement Completion Certificate shall be issued by the Authority within 60 (thirty) days of the expiry of the Authorization Agreement by efflux of time and only after a satisfactory condition survey of the Project Facility has been carried out by the Authority. This certificate shall be issued only after the Authorisee submits to Authority, a request for issue of such certificate. The form shall be as approved by Authority, and shall include a detailed condition survey of the Project Facility.
- b) On the successful completion of the Authorization Period, the balance of Performance Security, after satisfying any outstanding claims of the Authority, shall be released as soon as after the issuance of the Authorization Agreement Completion Certificate but in any case within 90 (ninety) days from the issuance of the Authorization Agreement Completion Certificate without any interest thereupon. However, if the Authorisee choose not to apply for the issuance of the Authorization Agreement Completion Certificate even after successful completion of the Authorization Period, balance of Performance Security, after satisfying any claim of the Authority, furnished by the Authorisee shall be released as soon as possible but within 180 (one hundred and eighty) days from the successful completion of the Authorization Period unless whole or any part thereof has either been forfeited to the Authority.

Section XI: Dispute Resolution

11. DISPUTE RESOLUTION

11.1 Any dispute, difference or controversy of whatever nature regarding the validity, interpretation or the rights and obligations arising out of, or in relation to, or howsoever arising under or in relation to this Authorization Agreement between the Parties, and so notified by either Party to the other Party (the “**Dispute**”) shall be subject to the dispute resolution procedure set out hereinafter.

11.2 Direct discussion between Parties

The Parties agree that any Dispute that may arise between them shall in the first instance be attempted to be amicably settled by direct mutual discussion between the Parties. the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

11.3 Reconciliation

In the event that the parties are unable to resolve the Dispute through direct discussions under Article 11.2 within 15 days of first attempt at such amicable settlement, any party may make a reference to the Administrative Secretary of the Government of Uttar Pradesh in the Department of Urban Development, to reconcile the Dispute and determine the rights and obligations of both the Parties in respect thereof.

11.4 Arbitration or Adjudication

- i. In the event that the parties are unable to resolve the Dispute through the process of reconciliation under Article 11.2 and 11.3 within 30 days of reference to reconciliation, the same shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a tribunal of three arbitrators, one each to be appointed by the Authority and the Authorisee and the third to be appointed by the two arbitrators so appointed. A Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If the other Party fails to appoint its arbitrator, the Party appointing arbitrator shall take in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Bareilly but by agreement of the Parties, the arbitration hearings, if required, can be held elsewhere from time to time.
- ii. Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be

found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

- iii. The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.
- iv. Pending the submission of and/ or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

Section XII: Miscellaneous**12. MISCELLANEOUS PROVISIONS****12.1 Assignability**

- a) Except as otherwise provided in this Agreement, the Authorisee shall not assign its rights, title or interest in this Agreement in favour of any Persons, without prior written consent of the Authority.
- b) Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving thirty (30) days' notice to the Authorisee, assign this Agreement or any of its rights and benefits and/or obligations, hereunder, to any Person pursuant to any direction of Government of India, Government of Uttar Pradesh, by the operation of law or in the course of its business on such terms and conditions as the Authority may deem appropriate or as may be required by law.

12.2 Governing Law and Jurisdiction

This Authorization Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts of Bareilly only shall have jurisdiction over all matters arising out of or relating to this Authorization Agreement.

12.3 Waiver

Waiver by either Party of any default by the other Party in the observance and performance of any provisions of or obligations under this Contract:

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Contract;
- b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
- c) shall not affect the validity or enforceability of this Contract in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract, any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

12.4 Exclusion of implied warranties

This Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other Contract between the Parties or any representation by either Party not contained in a binding legal Contract executed by both Parties.

12.5 Severability

If for any reason whatever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Authorization Agreement or otherwise.

12.6 Entire Contract

This Authorization Agreement and the Schedules hereto together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties.

12.7 Notifications

- a) Wherever provision is made for the giving or issue of any notice, instruction, consent, approval, certificate or determination by any Person, unless otherwise specified, such communication shall be in writing and shall not be unreasonably withheld or delayed. Wherever provision is made for a communication to be "written" or "in writing", this means any hand-written, typewritten or printed communication, including the agreed systems of electronic transmission.
- b) All certificates, notices or written orders between the Parties shall either be delivered by hand against written acknowledgement of receipt or be sent by registered acknowledgement due pre-paid post or courier or one of the agreed systems of electronic transmission. In the event of any dispute, unless such acknowledgement of receipt is provided, the communication shall be treated as not given.
- c) In the case of the Authorisee, all communication shall be marked for the attention of the person and to the address provided below, or to such other person or address as may be intimated to the Authority by the Authorisee from time to time.

Name of Authorisee's Representative :

Address for communication :

Note:

The person named as the Authorisee's Representative under this Authorization Agreement shall be a qualified and competent person having previous

experience in a similar capacity in works comparable to the Project. Prior to appointment of the Authorisee's Representative, the Authorisee shall also submit the curriculum vitae of the person it proposes to appoint, detailing in particular the relevant project experience and then obtain the written consent of the Authority to the appointment of the Authorisee's Representative.

The Authorisee's Representative shall be exclusively employed or engaged by the Authorisee to give his whole time to the Project. Except as otherwise stated in this Authorization Agreement, the Authorisee's Representative shall receive on behalf of the Authorisee all notices, instructions, consents, approvals, certificates, determinations and other communications under this Authorization Agreement. Whenever the Authorisee's Representative is to be absent from the Project Facility for a continuous period in excess of 14 (fourteen) days, a suitable replacement Person shall be appointed with the Authority's consent.

d) In the case of the Authority, all communication shall be addressed to:

The Managing Director,
Bareilly Smart City Limited

12.8 Language

The language of this Authorization is the English language. All correspondence shall be in the English language. All other written and printed matter required for Upgradation, operation and maintenance, etc. shall be executed in the English language. Instructions and notices to the public and staff and all other signs and information notices shall be in English and Hindi.

12.9 Survival

Termination of the Agreement shall:

(a) not relieve either Party, of any obligations hereunder which expressly or by implication survive Termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

12.10 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on

behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.11 Third Parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

12.12 Successors and assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

12.13 Confidentiality

No Party shall, without the prior written consent of the other Party, at any time divulge or disclose or suffer or permit its servants or agents to divulge or disclose to any Person or use for any purpose unconnected with the Project any information which is by its nature or is marked as “confidential”, concerning the other (including any information concerning the contents of this Agreement) except to its officers, directors, employers, agents, representatives and professional advisors or as may be required by any law, rule, regulation or any judicial process; provided, however, the Authority, may issue press releases containing non-sensitive information in relation to the progress of the Project. This provision shall not apply to information:

- i already in the public domain, otherwise than by breach of this Agreement;
- ii already in the possession of the receiving Party on a lawful basis before it was received from the other Party in connection with this Agreement and which was not obtained under any obligation of confidentiality;
- iii obtained from a Third Party who is free to divulge the same and which was not obtained under any obligation of confidentiality;
- iv which is required to be disclosed by judicial, administrative or stock exchange process, any enquiry, investigation, action, suit, proceeding or claim or otherwise by or under any Applicable Law or by any Government Authority.

12.14 Counterparts

This Contract may be executed in 2 (two) counterparts, each of which when executed and delivered shall constitute an original of this Contract.

IN WITNESS WHEREOF the Parties have executed and delivered this Authorization Agreement by their duly authorised representative on the date first above written:

<p>SIGNED ON BEHALF OF the Authority</p> <p>_____(Signature)</p> <p>_____(Name)</p> <p>_____(Designation)</p>	<p>SIGNED, SEALED AND DELIVERED</p> <p>XYZ (Authorizee) by the hand of its authorised representative</p> <p>_____(Signature)</p> <p>)</p> <p>_____(Name)</p> <p>)</p> <p>_____(Designation)</p> <p>)</p> <p>pursuant to Resolution dated..... of its Board of Directors.</p>
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SIGNED AND DELIVERED

For and on behalf of the abc *Preferred Bidder*

Through its authorized representative.

In the presence of

Witnesses:

- (i)
- (ii)

Schedule 1

Project Facility Map/Site (to be inserted after joint survey)

Schedule 2

**Facilities for classification / re-classification of hotels as per Ministry of
Tourism, Government of India**

CHECKLIST OF FACILITIES FOR CLASSIFICATION / RE-CLASSIFICATION OF HOTELS

FACILITIES & SERVICES	1*	2*	3*	4*	5*/5*D	Yes/ No	COMMENTS
GENERAL							
Full time operation 7 days a week in season	N	N	N	N	N		
Establishment to have all necessary trading licenses	N	N	N	N	N		Documents as detailed in General Terms and
Establishment to have public liability insurance	D	D	D	D	D		
24 hr. lifts for buildings higher than ground plus two floors	N	N	N	N	N		Mandatory for all hotels. Local laws may require a relaxation of this condition. Easy access for the differently abled guests
Bedrooms, Bathroom, Public areas and kitchen fully serviced daily	N	N	N	N	N		
All floor surfaces clean and in good repair	N	N	N	N	N		Floor may be of any type
GUEST ROOM							

Minimum 10 lettable rooms, all rooms with outside windows/Ventilation.	N	N	N	N	N		
Minimum size of bedroom excluding bathroom in sq. ft	120	120	140	140	200		Single occupancy rooms may be 20 sq ft less. Rooms should not be less than the specified size
Air-conditioning	25%	25%	50%	100%	100%		Air-conditioning / heating depends on climatic conditions & architecture. Room temp. Should be between 20 °C to 28 °C. For 4, 5 and 5 Star Deluxe (the percentage is of the total no. of rooms)
A clean change of bed and bath linen daily & between check - in's	N	N	N	N	N		Definitely required between each Check– In. On alternate days for 1 & 2 Star hotels
Minimum bed width for single 90 cm and double 180 cm	D	N	N	N	N		
Mattress thickness minimum 10 cm	D	D	N	N	N		Coir, foam or spring foam

Minimum bedding 2 sheets, pillow & case, blanket, mattress protector / bed cover	N	N	N	N	N	Blankets available in air conditioned rooms as per seasonal requirement in non A/C rooms mattress protector is desirable in 1* and 2* and necessary for all others
Suites				N	N	2% of room block with a minimum of 1 suite room
BATHROOM						
Number of rooms with attached bathrooms	All	All	All	All	All	It will be mandatory w.e.f. 01.09.2010 for all 1 & 2 Star category hotels to have attached bathrooms. All bathrooms to have sanitary bin with lid
Minimum size of bathroom in square feet	30	30	36	36	45	25% of bathroom in 1 & 2 Star hotels to have western style WC. No higher ceiling / cap on the maximum size
1 bath towel and 1 hand towel to be provided per guest	N	N	N	N	N	
Bath mat	D	D	N	N	N	
Guest toiletries to be provided - minimum 1 new soap per guest	N	N	N	N	N	Quality products depending on the star category

Bottled toiletry products to be provided	D	D	D	N	N		
A clothes - hook in each bath / shower room	N	N	N	N	N		
A sanitary bin	N	N	N	N	N		These must be covered
Each western WC toilet to have a seat with lid and toilet paper	N	N	N	N	N		
Floors and walls to have non - porous surfaces	N	N	N	N	N		
Hot and cold running water available 24 hours	N	N	N	N	N		It will be mandatory w.e.f. 01.09.2010 for all 1 & 2 Star category hotels to provide hot & cold running water
Shower cabin	N	N	N	N	N		Where shower cabin is not available, a shower with shower curtain will suffice
Bath tubs				D	D		In 4 Star and above hotels, some rooms should offer this option to guests
Water saving taps - shower	N	N	N	N	N		
Energy saving lighting	N	N	N	N	N		

Hairdryers	D	D	D	N	N		Where not provided in bathroom, must be available on request
Safe keeping / in room safe				N	N		1, 2 & 3 Star hotels to have facilities for safe keeping in the reception
Minibar / Fridge				N	N		Contents must conform to local laws
Drinking water with minimum one glass tumbler per guest	N	N	N	N	N		All category hotels to provide one sealed bottle of branded bottled water of minimum 500 ml. per person per day. Ultra violet treated water will not be acceptable
Guest Linen							Good quality linen to be provided
Shelves /drawer space	N	N	N	N	N		Necessary for hotels of 1, 2 & 3 Star category to have a wardrobe
Sufficient lighting, 1 per bed	N	N	N	N	N		
A 5 amp earthed power socket	N	N	N	N	N		
A bedside table and drawer	N	N	N	N	N		1 per two twins and two for a double bed
TV - cable if available			N	N	N		3*, 4*, 5* and 5* Deluxe. Must have remote

A writing surface with sufficient lighting			N	N	N		
Chairs	N	N	N	N	N		Preferable one per bedding
Wardrobe with minimum 4 clothes hangers per bedding	N	N	N	N	N		In 1* & 2* these may be without doors
A wastepaper basket	N	N	N	N	N		
Opaque curtains or screening at all windows	N	N	N	N	N		
A mirror at least half length (3")	N	N	N	N	N		
A stationary folder containing stationery and envelopes	D	D	N	N	N		
A 'do not disturb' notice			N	N	N		
Night spread / bedcover with nightly turndown service			N	N	N		
Linen room	N	N	N	N	N		Well ventilated
PUBLIC AREA							
Lounge or seating area in the lobby	N	N	N	N	N		Door man on duty. Lobby shall have furniture and fixtures which shall include chairs / own chairs, sofa, tables and fresh flower
Reception facility	N	N	N	N	N		Manned minimum 16 hours a day. Call service 24 hrs. Local directions to hotel including city / street maps to be available
Valet (Parking) services to be available	D	D	N	N	N		

Availability of room, F & B and other tariff	N	N	N	N	N		
Heating and cooling to be provided in public areas				N	N		Temperatures to be between 20-28 degrees Celsius
Public rest rooms for ladies and gents with soap and clean towels, a washbasin with running hot and cold water, a mirror, a sanitary bin with lid in unisex	N	N	N	N	N	N	
ROOM AND FACILITIES FOR THE DIFFERENTLY ABLED GUEST							
At least one room for the differently abled guest	N	N	N	N	N	N	Minimum door width should be one meter to allow wheel chair access with suitable low height furniture, low peep hole, cupboard to have sliding doors with low clothes hangers etc. Room to have audible and visible
Ramps with anti-slip floors at the entrance. Minimum door width should be one meter to allow wheel chair access	N	N	N	N	N	N	To be provided in all public areas. Free accessibility in all public areas and to at least one restaurant in 5

Bathroom	N	N	N	N	N	N	Minimum door width should be one Meter. Bathroom to be wheel chair accessible with sliding door suitable fixtures like low wash basin low height WC, grab bars etc. No bath tub required
Public restrooms	N	N	N	N	N	N	Unisex. Minimum door width should be one meter. To be wheel chair accessible with low height urinal (24” maximum) with grab bars

FOOD & BEVERAGE

1 Star & 2 Star category							1 & 2 Star categories should have minimum one dining room serving all meals. Room service not necessary
3 Star category							One Multi-cuisine Restaurant cum coffee shop open from 7 a.m. to 11 p.m. and 24 hr.

4 Star category							<p><u>Grade A cities:</u></p> <p>One Multi-cuisine Restaurant cum coffee shop open from 7 a.m. to 11 p.m., one Specialty Restaurant and 24 hr. room service</p>
5 Star category							<p><u>Grade B cities:</u></p> <p><u>Grade A cities:</u></p> <p>One Multi cuisine Restaurant cum 24 hr. coffee shop / all day diner, one Specialty Restaurant and 24 hr. room service</p> <p><u>Grade B cities:</u></p> <p>One Multi cuisine Restaurant cum coffee shop open from</p>

5 Star Deluxe category							<p><u>Grade A cities:</u></p> <p>One Multi cuisine Restaurant cum 24 hr. coffee shop / all day diner, one Specialty restaurant and 24 hr. room service</p> <p><u>Grade B cities:</u></p> <p>One Multi cuisine Restaurant cum coffee shop open from 7 a.m. to</p>
<p>Grade A: Delhi* Mumbai, Kolkata, Chennai, Bangalore, Pune, Hyderabad/ Secunderabad"</p> <p>Grade B Cities in the rest of the country excluding Grade</p>	<p>Note The Ministry of Tourism may review and revise the cities falling under the Grade 'A' - Grade 'B' from time to time.</p> <p>• Delhi would include the hotels falling in Gurgaon</p>						
Crockery & Glassware	N	N	N	N	N		Plastic ware accepted in pool area
Cutlery to be at least stainless steel	N	N	N	N	N		<p>All categories should use good quality metal cutlery.</p> <p>Aluminum cutlery prohibited</p>
Bar				N	N		Wherever permissible by law

KITCHEN / FOOD PRODUCTION AREA

Refrigerator with deep freeze	N	N	N	N	N		Capacity based on size of F & B service
Segregated storage of meat fish and vegetables	N	N	N	N	N		Meat, fish and vegetables in separate freezers
Colour coded synthetic chopping boards	N	N	N	N	N		Wooden chopping boards prohibited
Tiled walls non slip floors	N	N	N	N	N		
Head covering for production staff	N	N	N	N	N		
Daily germicidal cleaning of floors	N	N	N	N	N		
Good quality cooking vessels / utensils	N	N	N	N	N		Use of aluminum vessels prohibited except for bakery
All food grade equipment containers	N	N	N	N	N		
Drinking water	N	N	N	N	N		Water treated with UV + filtration
Ventilation system	N	N	N	N	N		
Garbage to be segregated - wet and dry	N	N	N	N	N		To encourage recycling
Wet garbage area to be conditioned			N	N	N		
Receiving areas and stores to be clean and distinct from garbage area	N	N	N	N	N		

Six monthly medical checks for production staff	N	N	N	N	N		
First - aid training for all kitchen staff	N	N	N	N	N		
Pest control	N	N	N	N	N		
STAFF							
Staff uniforms for front of the house	N	N	N	N	N		Uniforms to be clean and in good condition
English speaking front office staff	D	D	N	N	N		This may be relaxed outside the metros / sub-metros for 1 and 2 Star category hotels
Percentage of Supervisory staff	20%	20%	40%	40%	80%		Hotels of 4 Star category and above should have formally qualified Heads of Departments. The supervisory or the skilled staff may have training or skill certification as follows: Degree / diploma from Central or state IIM's / FCI's or from

Percentage of Skilled staff	20%	20%	30%	30%	60%		<p>The supervisory or the skilled staff may have training or skill certification as follows</p> <p>Degree / diploma from Central or state / IHM's / FCI's or from NCHMCT affiliated IHM's or from other reputed Hospitality schools</p> <p>Skill training certificate issued under the guidelines</p>
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STAFF WELFARE FACILITIES

Staff rest room	D	D	N	N	N		Separate for male and female employees with bunk beds, well lighted and ventilated
Staff Locker Room	D	D	N	N	N		
Toilet facilities	N	N	N	N	N		Full length mirror, hand dryer with liquid soap dispenser
Dining area	D	D	N	N	N		

CODE OF CONDUCT FOR SAFE & HONOURABLE TOURISM

Display of Pledge	N	N	N	N	N		Pledge to be displayed prominently in the staff / back areas / office premises of all the Heads of Departments (HODs)
Training for 'Code of Conduct for Safe & Honourable Tourism'	N	N	N	N	N		At time of joining (orientation programme and subsequent in-house training)
Maintenance of Action Taken Report with regards to compliance of the provisions of the Code	N	N	N	N	N		Signatories of the 'Code of Conduct' to maintain record of action taken in compliance of the provisions of the Code
Focal points / nodal officers	N	N	N	N	N		Two nodal officers to be nominated (i.e., from HRD, security side etc.) for hotel with more than 25 personnel and one focal point for Hotel with less than
GUEST SERVICES							
Provision of wheelchair for the differently abled guest	N	N	N	N	N		Wheel chair to be available on a complimentary basis in hotels of all categories
Valet (parking) services to be available	D	D	N	N	N		
Dry- cleaning /laundry	D	D	D	D	N		In house for 5 star Deluxe hotels. For 5 Star category and below, maybe outsourced

Iron and Iron Board				N	N		Iron and iron board to be made available on request in 1 to 4 Star category hotels on complimentary basis. For 5 and 5 Star Deluxe categories,
Paid transportation on call	D	D	N	N	N		Guest should be able to travel from hotel
Shoe cleaning service	D	D	D	N	N		Free facility to be provided for in house guests
Ice (from drinking water) on demand	D	D	N	N	N		Complimentary on request
Acceptance of common credit cards	D	D	N	N	N		
Assistance with luggage on request	N	N	N	N	N		
A public telephone on premises. Unit charges made known	D	D	N	N	N		There should be at least one telephone no higher than 24" from floor level in 5 and 5 Star Deluxe (to also cater to differently abled)
Wake - up call service on request	N	N	N	N	N		
Messages for guests to be recorded and delivered	N	N	N	N	N		A prominently displayed message board will suffice for 1 & 2 Star categories
Name Address and telephone numbers of doctors with front desk	N	N	N	N	N		Doctor on call in 3, 4, 5 & 5 Star Deluxe

Stamps and mailing facilities	D	D	N	N	N		
Newspapers available	D	D	D	N	N		This may be placed in the lounge for 1, 2 & 3 Star hotels
Access to travel desk facilities	N	N	N	N	N		This need not be on the premise for 1, 2 & 3 Star categories
Left luggage facilities	D	D	N	N	N		This must be in a well secured room / 24 hour manned area
Provision for emergency supplies toiletries / first aid kit	D	D	N	N	N		May be chargeable
Health – Fitness facilities	D	D	D	D	N		Indian system of treatments should preferably be offered
Beauty Salon and Barber's			D	D	D		
Florist				D	D		
Utility shop / kiosk	D	D	D	N	N		5 and 5Star Deluxe category hotels to have one utility and one souvenir shop. 4 Star to have minimum one utility shop
Money changing facilities	D	D	D	D	D		Money changing facility to be made available
Bookshop	D	D	D	D	N		

SAFETY & SECURITY

Metal detectors (door frame or hand held)			N	N	N		
CCTV at strategic locations	N	N	N	N	N		
X-Ray Machine					N		For 5 Star Deluxe category, it would be 'Necessary' to have an X-Ray Machine at the guest entrance for screening of baggage Manual checks may be conducted for staff and suppliers at
Under belly scanners to screen vehicles				N	N		
Verification	N	N	N	N	N		All hotels should conduct a verification of their staff and suppliers by the Police / private security agencies
Staff trained in fire fighting drill	N	N	N	N	N		All hotels to conduct periodic fire drills and maintain 'Manuals' for Disaster Management, First Aid and

Security arrangements for all hotel entrances	N	N	N	N	N		
Each bedroom door fitted with lock and key, viewport / peephole & latch is acceptable in place of viewport /			N	N	N		A safety chain / wishbone
Smoke detectors	N	N	N	N	N		These can be battery operated
Fire and emergency procedure notices displayed	N	N	N	N	N		
Fire and emergency alarms should have visual &	N	N	N	N	N		
First aid kit with over the counter medicines with front	N	N	N	N	N		
Fire Exit signs on guest floors with emergency	N	N	N	N	N		
COMMUNICATION FACILITIES							
A telephone for incoming & outgoing calls in the room	D	N	N	N	N		4 star and above should have direct dialing and STD / ISD facilities. 1,2 and 3 Star category
PC available for guest use with internet access	D	D	N	N	N		This can be a paid service. Upto 3 Star, PC can be in the executive offices, In ternet
E-mail service	D	D	N	N	N		Subject to local internet access being available
Fax, photocopy and printing service	N	N	N	N	N		
In room internet connection / dataport	D	D	D	N	N		Subject to local internet access being available.

Business Center	D	D	D	N	N		This should be a dedicated area. (This provision maybe relaxed for resort destinations, tourist and
Swimming Pool			D	D	N		This can be relaxed for hill destinations. Mandatory have trained Life Guard. Board containing Do's & Don'ts, No Diving sign, pool
Parking Facilities	D	D	N	N	N		Should be adequate in relation to the number of room & banquet / convention earmarked accessible parking nearest to the
Conference Facilities			D	D	N		
No. of people to be trained under 'Hunar Se Rozgar'	N	N	N	N	N	N	As per norms laid out in para 23 of guidelines
Note: D Desirable N Necessary							