Sabarmati Riverfront
Reconnecting Ahmedabad to its River

REQUEST FOR PROPOSAL

FOR

For Appointment of Agency for Planning, Design, Development, Execution, Operation & Maintenance of Aviary at Flower Park, Sabarmati Riverfront on Design–Build–Operate–Maintain (DBOM) Basis Under License Fee Cum Revenue Sharing Model

OCT - 2026

Sabarmati Riverfront Development Corporation Limited (SRFDCL)
2nd Floor, "Riverfront House", Between Gandhi & Nehru Bridge,
Pujya Pramukh Swami Maharaj Marg (Riverfront-West), Ahmedabad – 380009
Tel: +91-79-26580430 || **Email:** office@srfdcl.com
Website: www.sabarmatiriverfront.com

KEY TENDER INFORMATION & BID SCHEDULE

Parameter	Details / Requirements
Project Name	Planning, Design, Development, Execution, Operation & Maintenance of Aviary at Flower Park, Sabarmati Riverfront
Implementation Model	Design–Build–Operate–Maintain (DBOM) with EPC Construction by SRFDCL and Operations by Selected Agency
Site Location & Footprint	Flower Park Dome (Approx. 1,500 Sq. Mtr.), Sabarmati Riverfront Precinct, Ahmedabad, Gujarat
Concession Period	10 (Ten) Years from Commercial Operations Date (COD), extendable up to 5 (Five) Years
Tender Fees	₹5,000/- (Rupees Five Thousand Only) non-refundable via Demand Draft payable at Ahmedabad
Refundable Earnest Money Deposit (EMD)	₹25,000/- (Rupees Twenty-Five Thousand Only) via Demand Draft payable at Ahmedabad
Total Payment made by Successful Bidder / Selected Agency	₹50,000/- per month (with 5% annual compounded escalation) with Applicable GST Plus Percentage (%) of Gross Revenue generated from all commercial activities with Applicable GST
Successful Bidder for Award of Contract / LOA	Bidder who accepts the baseline Fixed Concession Fee (₹50,000/month with 5% annual compounded escalation) plus a quote highest percentage (%) of Gross Revenue i.e. Revenue share offered to SRFDCL
Late Payment Interest Rate	9% (Nine Percent) per annum simple interest calculated on a daily basis
Performance Security	₹10,00,000/- (Rupees Ten Lakhs Only) via DD or Fixed Deposit or Bank Guarantee payable at Ahmedabad and valid for Concession Period + 60 days
Bid Start Date	27th Ocotber 2026 up to 16:00 Hrs.
Last Date & Time for Submission	06th Nobember 2026 up to 16:00 Hrs.
Technical Bid Opening Date	07th Nobember 2026 at 11:00 Hrs. at SRFDCL Office

1. INTRODUCTION

Sabarmati Riverfront Development Corporation Limited (SRFDCL) has successfully transformed the banks of the Sabarmati River into one of India's most acclaimed urban revitalization and river rejuvenation projects. The Sabarmati Riverfront has emerged as a premier public destination seamlessly integrating environmental restoration, modern urban infrastructure, sustainable tourism, cultural recreation, and public utility development within the city of Ahmedabad.

The Riverfront presently encompasses landscaped promenades, theme gardens, biodiversity parks, event arenas, water sports facilities, and public utility infrastructure, drawing millions of domestic and international visitors. In furtherance of its mission to augment urban biodiversity, ecological education, and experiential tourism, SRFDCL intends to develop a state-of-the-art Aviary Facility within the existing dome precinct at Flower Park along the Sabarmati Riverfront.

Accordingly, SRFDCL invites Request for Proposal (RFP) from reputed, experienced, technically competent, and financially sound agencies, firms, companies, LLPs, or consortiums for undertaking the Planning, Design, Development, Execution Supervision, Operation, and Maintenance of the proposed Aviary Project on a Design–Build–Operate–Maintain (DBOM) framework under a License Fee cum Revenue Sharing Model.

2. PROJECT VISION AND OBJECTIVES

The proposed Aviary Project is envisioned as a benchmark ecological tourism and avian conservation attraction within Ahmedabad and the State of Gujarat. The project framework combines scientific bird habitat management, public recreation, biodiversity education, and commercial sustainability within an integrated operational environment.

The key objectives of the project are as follows:

- To establish an interactive, immersive, and scientifically enriched walk-through habitat showcasing diverse native and exotic non-prohibited avian species in compliance with statutory animal welfare guidelines.
- To deliver comprehensive educational exhibits, interpretive signage, guided educational tours, and conservation workshops for students, researchers, and the general public.
- To enrich the tourism portfolio of the Sabarmati Riverfront precinct with a world-class, professionally managed eco-attraction.
- To ensure long-term operational self-sufficiency through transparent commercial operations, digital revenue collection, and a robust revenue-sharing framework with SRFDCL.

3. PROJECT LOCATION AND SITE DETAILS

The proposed Aviary Facility shall be established inside the specialized Dome Structure having an approximate footprint of 1,500 Square Meters located at Flower Park, Sabarmati Riverfront (West Bank), Ahmedabad, Gujarat.

The project site is strategically integrated into the active Flower Park precinct, enjoying direct road connectivity, pedestrian promenade access, proximity to public parking facilities, and high sustained footfalls throughout the year. The Authority shall provide clear, unencumbered access to the designated dome premises for project execution and commercial operations.

4. SCOPE OF WORK AND IMPLEMENTATION MODEL

The project shall be executed through a hybrid DBOM structure designed to optimize public capital investment while leveraging specialized private expertise for zoological planning, biosecurity, and long-term facility management.

4.1 Development & Design Mechanism (Agency Scope & SRFDCL EPC Role)

- The selected Agency shall be exclusively responsible for complete conceptual master planning, architectural detailing, biological zoning, structural engineering specifications, habitat enrichment schematics, aviary mesh/netting specifications, climate control layouts, and comprehensive tender drawings with a Detailed Bill of Quantities (BOQ).
- SRFDCL shall float a separate engineering and construction tender to appoint an independent, qualified third-party EPC Contractor subject to the following provisions :
    - The estimated cost of the above-mentioned project shall be approximately **₹5.00 Crore**, excluding applicable GST and statutory taxes.
    - The selected Agency shall submit a detailed item-wise construction estimate along with the Engineering Drawings and BOQ, covering all civil, structural, MEP, aviary mesh/netting, habitat development and allied works, based on applicable SOR/prevailing market rates. The Agency shall design and value-engineer the project within the stipulated project cost.
    - The final construction estimate shall not vary by more than ±15% of the estimated project cost, unless specifically approved by SRFDCL. In case of excess variation, the Agency shall revise/optimize the design and BOQ at no additional professional cost, without compromising safety, functionality or statutory requirements. The final Design, estimate and BOQ shall be as per DCR & subject to SRFDCL's approval before floating the EPC/construction tender.
- Selected EPC Contractor appointed by SRFDCL shall execute the civil, structural, MEP, aviary mesh/netting and allied construction works strictly in accordance with the approved drawings, specifications and BOQ prepared by the selected Agency.
- The selected Agency shall provide mandatory technical oversight, quality reviews, and design clarifications to SRFDCL and the EPC Contractor throughout the construction phase. If the Agency observes any substandard execution, structural deviation, material non-compliance, or defect, it shall immediately issue written notification to SRFDCL and the EPC Contractor. Failure by the Agency to detect and report visible execution defects during construction supervision shall estop the Agency from denying design or structural oversight responsibility post-handover.

4.2 Operational & Management Scope (Agency Scope Post-Handover)

Upon successful completion of construction by the EPC Contractor and formal site handover by SRFDCL, the selected Agency shall assume full, exclusive operational and management responsibilities, including:

- Statutory procurement and sourcing of avian species (in strict conformity with CZA, MoEFCC, and State Forest Department or any other applicable guidelines), veterinary care, routine

medical screening, nutritional management, humane handling, disease prevention protocols, biosecurity measures, and habitat enrichment upkeep.

- Comprehensive day-to-day visitor handling, ticketing operations, queue management, crowd safety, housekeeping, round-the-clock security, landscaping maintenance within the dome, and routine facility operations.
- The Agency shall directly bear all recurring operational expenses, including electricity bills, water/sewerage charges, internet/telecom utilities, bird feed, medical supplies, veterinary fees, staff remuneration, security services, consumables, and routine maintenance costs.
- The Agency shall obtain and maintain all mandatory statutory approvals, permissions, animal display licenses, PARIVESH portal registrations, Central Zoo Authority (CZA) compliances, Gujarat State Forest Department permissions, municipal health licenses, fire safety NOCs, and labor law registrations or any other applicable approvals throughout the Concession Period.

4.3 Infrastructure, Insurance & Structural Indemnity Framework

- The entire initial capital expenditure (CAPEX) for primary structural and civil construction shall be funded and executed by SRFDCL through its appointed EPC Contractor.
- Base infrastructure insurance, fire insurance, and third-party liability insurance for the physical civil assets and dome premises shall be maintained directly by SRFDCL.
- During the EPC Contractor's Defect Liability Period (DLP), any structural or latent execution defects shall be rectified exclusively by the EPC Contractor at its sole cost. Upon the expiry of the EPC Contractor's DLP, full routine structural maintenance, netting replacement, corrosion treatment, and operational upkeep shall transition to the Agency, which shall assume complete operational and structural indemnity.
- The Agency shall commission structural integrity audit through an independent certified Chartered Engineer as and when required. The Agency shall do all necessary maintenance for structural reinforcement, netting re-tensioning/replacement, rust prevention, and physical repairs arising from regular use.
- For the first five (5) years of the Concession Period, all expenses related to routine structural maintenance shall be borne solely by the selected Agency. After completion of five (5) years, expenses towards structural maintenance shall be reimbursed by SRFDCL to the Agency, subject to prior approval by SRFDCL and verification of the actual expenditure incurred.

4.4 Operational Risk, Safety & Biosecurity Protocols

The selected Agency shall enforce rigorous multi-tier biosecurity and visitor safety protocols:

- The selected agency shall hold full operational responsibility for maintaining safety, hygiene, and biosecurity across the Aviary Facility. To protect avian health, the agency must execute strict quarantine protocols for new birds, retain qualified veterinary support, conduct routine health checks, administer vaccinations, and maintain daily habitat disinfection alongside species-appropriate nutrition.

- Having designed and supervised the construction of the facility, the Agency shall execute routine structural integrity audits through a certified Chartered Engineer as and when required. The Agency shall do all the maintenance associated with routine wear-and-tear, corrosion prevention, wire net replacements, structural reinforcement, and operational repairs.
- For the first five (5) years of the Concession Period, all expenses related to routine structural maintenance shall be borne solely by the selected Agency. After completion of five (5) years, expenses towards structural maintenance shall be reimbursed by SRFDCL to the Agency, subject to prior approval by SRFDCL and verification of the actual expenditure incurred.
- For visitor safety, the agency shall regulate footfall through controlled entry/exit systems, designated pathways, and clear guidelines, backed by trained supervisory staff, on-site first aid, and clear emergency evacuation routes.
- To ensure physical and environmental safety, the agency must perform routine inspections of internal netting, walkways, and fixtures, ensuring all electrical and climate systems are bird-proofed, moisture-resistant, and fire-compliant.
- Additionally, the agency shall enforce safe waste disposal, deploy non-toxic pest controls, supply staff with protective equipment, Aviary Mesh and comply fully with labor and workmen compensation laws.

5. CONCESSION PERIOD & PROJECT TIMELINES

- **Concession Duration:** The Concession Period shall be for a term of **10 (Ten) Years** commencing from the Commercial Operations Date (COD), extendable up to **an additional 5 (Five) Years** upon satisfactory operational performance and mutual written agreement with SRFDCL.
- **Design Submission Timeline:** The selected Agency shall submit the complete Concept Plan, Master Layout, Detailed Biological Framework, and Detailed Engineering Drawings/BOQ within **120 Days from the date of issuance of the Letter of Award (LoA)** to facilitate timely procurement of the EPC Contractor by SRFDCL.

6. ELIGIBILITY CRITERIA & SUBMISSION REQUIREMENTS

Bidders must fulfill the following mandatory legal, technical, and financial criteria to qualify for commercial evaluation:

6.1 Legal Eligibility

- The Bidder may be a Company registered under the Companies Act 2013/1956, a Limited Liability Partnership (LLP), a Registered Partnership Firm, a Sole Proprietorship, or an authorized Consortium legally incorporated under Indian law.
- **Documents requirement:** Certificate of Incorporation/Registration, Partnership Deed (if applicable), Memorandum & Articles of Association, GST Registration Certificate, Permanent Account Number (PAN), and Board Resolution/Power of Attorney authorizing the signatory.

6.2 Technical Eligibility & Experience

- The Bidder must possess proven technical experience in the planning, design, execution, operation, or biological management of aviary facilities, zoological parks, biodiversity reserves, wildlife enclosures, eco-tourism projects, or specialized theme parks.

- The Bidder must have successfully executed, developed, or operated at least one single project or multiple projects having a cumulative **developed area of not less than 1,500 Sq. Mtr.** during the last five (5) financial years.
- **Mandatory Technical Proofs:** Client completion certificates, operational work orders, project site photographs, proposed architectural concept vision, species management framework, and CVs of core biological/technical team members.

6.3 Financial Eligibility

- **Minimum Turnover:** The Bidder must have an Average Annual Financial Turnover of at least **₹50.00 Lakhs (Rupees Fifty Lakhs Only)** during the last three (3) financial years **(FY 2023-24, FY 2024-25 & FY 2025-26).**
- **CA Certification:** A specific Turnover & Net Worth Certificate issued and attested by an independent practicing Chartered Accountant with valid UDIN, along with audited financial statements (Balance Sheet & Profit & Loss Statement) for the preceding three financial years as mentioned above.

7. EVALUATION METHODOLOGY & SELECTION CRITERIA

SRFDCL shall adopt a two-stage evaluation process comprising Technical Responsiveness screening followed by Financial Proposal evaluation:

- **Technical Qualification:** Stage 1 - Legal & Technical Evaluation: Bids shall be scrutinized against the legal, technical, and financial eligibility criteria specified in Section 6. Only technically qualified bidders shall be eligible for opening of Financial Bids (Annexure-A).
- **Financial Selection (H1 Basis):** Stage 2 - Financial Evaluation: The Financial Offer requires acceptance of the baseline Fixed Concession Fee (₹50,000/month with 5% annual compounded escalation) plus a quoted percentage (%) of Gross Revenue offered to SRFDCL. The technically qualified bidder offering the Highest Percentage Revenue Share (H1) shall ordinarily be declared the Successful Bidder.
- **Tie-Breaking Mechanism:** In the event of a tie in the financial bids, SRFDCL shall determine selection based on: (i) Technical and biological concept quality, (ii) Demonstrated track record in live avian collection management, and (iii) Evaluation of a formal technical presentation before the SRFDCL Expert Committee.
- **Authority Discretion:** SRFDCL reserves the absolute right to accept or reject any proposal, modify tender terms, seek clarifications, or annul the bidding process at any stage without incurring any liability or assigning any reason thereof.

8. REVENUE MODEL, PAYMENT MECHANISM & PENALTY CLAUSES

8.1 Structure of Consideration

The financial consideration payable by the selected Agency to SRFDCL comprises two distinct, non-exclusive revenue components:

1. **Fixed Concession Fee:** A base amount of ₹50,000/- (Rupees Fifty Thousand Only) plus GST per month for the first operational year, escalating at 5% (Five Percent) per annum on a

compounding basis over the previous year's fee at the beginning of each subsequent operational year.

2. **Revenue Share Percentage:** The Agency shall pay the quoted percentage share of the monthly Gross Revenue generated from all commercial activities associated plus GST with the Aviary Facility which should be duly certified by Chartered Accountant.

- **Gross Revenue Definition:** 'Gross Revenue' shall mean and include the total aggregate monetary receipts and gross consideration billed, collected, or accrued from all operational, commercial, and promotional activities at the Aviary Facility—including ticket sales, visitor entry fees, guided educational walks, photography/videography permits, commercial filming, cafeteria/souvenir concessions, branded event hosting, and institutional tie-ups—excluding only statutory Goods and Services Tax (GST) directly collected on tickets/invoices.
- **Tax Exclusions:** All quoted fees and revenue shares are strictly exclusive of statutory taxes. Applicable GST and any other statutory levies shall be paid by the Agency over and above the quoted fees.

8.2 Payment Schedule & Remittance Terms

- **Monthly Fixed Fee:** The Fixed Concession Fee shall be remitted monthly in advance, on or before the 10th (tenth) calendar day of each running month (e.g., fee for August is due by August 10th).
- **Quarterly Revenue Share:** The Revenue Share shall be calculated and remitted on a quarterly basis within 10 (ten) calendar days following the close of each financial quarter (i.e., on or before July 10th, October 10th, January 10th, and April 10th) duly certified by Chartered Accountant.
- **Remittance Mode:** All remittances shall be executed via electronic fund transfer (RTGS / NEFT) into the designated bank account of Sabarmati Riverfront Development Corporation Limited.
- **CA-Certified Revenue Statement:** Each quarterly payment must be accompanied by an itemized Revenue Statement duly certified by a practicing Chartered Accountant (with valid UDIN), detailing category-wise daily ticket counts, payment mode Online/Cash/UPI, POS summaries, and gross receipt computations and any other necessary details.

8.3 Interest on Delayed Payments (9% Per Annum)

Any delay or default by the selected Agency in remitting the Fixed Concession Fee, Revenue Share, or any other financial dues beyond their respective due dates shall strictly attract simple interest at the rate of 9% (Nine Percent) per annum. Such penal interest shall be calculated on a daily basis from the exact due date until the date of actual physical realization of funds into SRFDCL's designated bank account. The levy of interest is without prejudice to SRFDCL's statutory right to encash the Performance Security, initiate formal default proceedings, or terminate the Concession Agreement.

8.4 Accounting Records, Digital Systems & Audit Rights

- **Books of Account:** The Agency shall maintain accurate, transparent books of accounts, digital POS logs, electronic gate access logs, and monthly bank reconciliation statements in compliance with Indian Accounting Standards.

- **Inspection & Audit Rights:** SRFDCL or its appointed statutory/internal auditors shall possess the absolute right to inspect, examine, and audit all physical books, point-of-sale databases, GST returns, and bank statements at any time during working hours with reasonable prior notice.
- **Audit Discrepancies:** If an audit establishes an underreporting or shortfall in Gross Revenue, the Agency shall immediately pay the differential amount along with 9% per annum penal interest, and shall fully reimburse all audit and professional expenses incurred by SRFDCL.
- The Agency shall install and maintain a computerized ticketing and revenue management system. SRFDCL shall have the right to access visitor and revenue data at any time and SRFDCL may integrate with its monitoring system. Any tampering with records or denial of access to such data shall be treated as a material breach of the Agreement.

Any under-reporting, concealment or suppression of revenue detected during audit shall constitute a Material Breach. In such event, SRFDCL shall be entitled to recover the shortfall along with applicable interest and may invoke the Performance Security and/or terminate the Agreement.

9.PERFORMANCE SECURITY

- The successful Bidder shall furnish an unconditional and irrevocable performance security in form of Demand Draft or Fixed Deposit or Bank Guarantee for an amount of ₹10,00,000/- (Rupees Ten Lakhs Only) payable at Ahmedabad from a Scheduled Commercial Bank in India within 15 (fifteen) days from the issuance of the Letter of Award (LoA).
- The Submitted Bank Guarantee must be en-cashable at any branch of bank in Ahmedabad.
- The Performance Security shall remain valid throughout the entire Concession Period plus an additional claim period of sixty (60) days. The Agency shall renew or extend the Bank Guarantee annually at least 30 days prior to its expiry date.
- SRFDCL shall have the absolute right to encash the Bank Guarantee, in part or in full, in the event of persistent default in concession fee or revenue share remittance, breach of biological/safety norms, failure to rectify defects, or un-remedied contract violations.

10. PROJECT IMPLEMENTATION MILESTONES

Stage / Milestone	Timeline	Key Deliverables & Scope
Stage 1: Concept & Biological Plan	Within 60 Days from LoA	Submission of comprehensive Master Layout, Biological Zoning, Avian Species Selection, and Environmental Enrichment Framework.
Stage 2: Detailed Engineering & BOQ	Within 120 Days from LoA (60 Days post Stage 1)	Submission of complete Architectural, Structural, Netting, MEP Specifications, and Tender BOQ for construction floating.
Stage 3: EPC Tendering & Construction	As per SRFDCL EPC Tender	Procurement of EPC Contractor, Civil/Structural Execution, Dome Fit-outs,

	Schedule	with continuous design supervision by the Agency.
Stage 4: Commissioning & Commercial Operations	Within 60 Days post physical handover	Avian quarantine & introduction, habitat acclimatization, statutory approvals verification, trial runs, and formal COD.

11. GENERAL TERMS AND CONTRACTUAL CONDITIONS

- SRFDCL shall act as the Project Authority and Licensor, providing the Dome site at Flower Park on DBOM license terms. SRFDCL shall retain full approval authority over concept designs, engineering drawings, ticketing systems, branding, and major alterations.
- All designs, drawings, reports, concepts, layouts, manuals, biological plans, engineering documents and other deliverables prepared under this project shall become the exclusive property of SRFDCL. The Agency shall have no right to use, reproduce or disclose the same without prior written approval of SRFDCL.
- Initial CAPEX for civil, structural, and netting works shall be funded by SRFDCL through its EPC contractor. The Agency shall do all necessary maintenance for structural reinforcement, netting re-tensioning/replacement, rust prevention, and physical repairs arising from regular use. For the first five (5) years of the Concession Period, all expenses related to routine structural maintenance shall be borne solely by the selected Agency. After completion of five (5) years, expenses towards structural maintenance shall be reimbursed by SRFDCL to the Agency, subject to prior approval by SRFDCL and verification of the actual expenditure incurred.
- The Agency shall obtain all required plan approvals from Ahmedabad Municipal Corporation (AMC), Gujarat Forest Department clearances, animal acquisition permissions, CZA compliance, and Fire Safety NOCs or any other mandatory approvals at its own cost.
- The project must strictly comply with the Wildlife (Protection) Act 1972, Environment (Protection) Act 1986, Forest (Conservation) Act 1980, Central Zoo Authority guidelines, Prevention of Cruelty to Animals Act 1960, and local municipal bylaws or any other applicable laws.
- Bidders are advised to carry out independent site inspections at their own expense.
- Existing trees and natural landscape within the Flower Park dome shall be preserved. No hazardous waste or unsanitary disposal shall be permitted in the riverfront precinct.
- The Agency shall fully indemnify and hold harmless SRFDCL, AMC, and their officials against any third-party claims, legal liabilities, labor disputes, animal welfare penalties, visitor accidents, damages arising out of facility or operations or maintenance failures.
- The Agency shall not be liable for catastrophic structural destruction directly caused by major earthquakes or catastrophic river flooding, provided such failure is not caused by deferred maintenance or unauthorized structural tampering.
- SRFDCL reserves the right to approve, modify, revise or cap entry fees, educational program charges, photography charges and any other public-facing tariff in public interest.
- In the event of a contractual breach or operational default, SRFDCL shall issue a written Notice of Default specifying a 30-day Cure Period. If the default is not rectified to SRFDCL's satisfaction

within 30 days, SRFDCL reserves the right to terminate the Agreement and forfeit the Performance Security.

- Upon expiry or termination of the Agreement, the Agency shall peacefully hand over the premises to SRFDCL with their existing structure, normal wear and tear excepted, free from encumbrances and without claiming any compensation. Agency shall have right to remove and relocate all the species, offspring, breeding stock, movable enclosures, equipment and any other assets procured and brought by Agency at its own cost.
- Neither party shall be liable for non-performance resulting directly from recognized Force Majeure events (acts of God, statutory bans, severe epidemics). If a Force Majeure event prevents public entry continuously for more than 15 days, the Fixed Concession Fee shall be suspended on a pro-rata basis for the duration of closure.
- The Agency shall not assign, transfer, sub-license, franchise, mortgage, pledge or otherwise create any third-party interest in the project, either wholly or partly, without prior written approval of SRFDCL.
- Any violation of wildlife laws, animal welfare laws, Central Zoo Authority (CZA) guidelines, Forest Department conditions, cruelty to animals, unauthorized acquisition of birds or mortality caused due to negligence shall constitute an Event of Default entitling SRFDCL to immediate suspension or termination.
- The Agency shall comply with all directions, advisories, circulars and instructions issued by SRFDCL, AMC, Government of Gujarat, Forest Department, Central Zoo Authority (CZA) and any competent authority from time to time.
- SRFDCL may terminate the Agreement at any time in public interest, administrative necessity, policy reasons, redevelopment requirements or directions of Government by giving 60 days notice. No compensation shall be payable except refund of any security deposit balance after adjustment of dues.

12. DISPUTE RESOLUTION AND ARBITRATION

1. If any dispute or difference of any kind whatsoever (a "Dispute") shall arise out of or in connection with this Agreement between the Parties, the Parties shall attempt, for a period of 30 (thirty) days after the receipt by one Party of a notice from the other Party of the existence of the Dispute or difference, to settle such Dispute in the first instance amicably by mutual discussions between the Parties. If the Dispute cannot be settled within 30 (thirty) days by mutual discussions, the Dispute shall finally be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.
2. All Arbitration proceedings shall be conducted in the English language. For the purpose of such Arbitration, there shall be three Arbitrators (the "Arbitral Tribunal") appointed in the following manner:
    a. One Arbitrator shall be appointed by the SRFDCL;
    b. One Arbitrator shall be appointed by the Agency; and
    c. The two Arbitrators so appointed shall jointly appoint the third Arbitrator who will be the Presiding Arbitrator.
3. The award of the Arbitral Tribunal shall be final and binding on the Parties and shall not be questioned or challenged by either of them.
4. Arbitration shall be held at Ahmedabad and Courts at Ahmedabad alone shall have exclusive jurisdiction to entertain and deal with the matter arising there from. Each Party shall co-

operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced under this Agreement.

5. The Parties shall bear their own costs and expenses of the arbitration proceedings and equally share fees of the Arbitral Tribunal and any other expenses thereof.

Legal Jurisdiction: Subject to arbitration proceedings, the competent civil courts situated at Ahmedabad, Gujarat shall have exclusive jurisdiction over all matters arising out of this project.

13. FORCE MAJEURE

Neither Party shall be liable to the other Party or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of its own obligations in relation to the Agreement, if the delay or failure is due to any Force Majeure.

For the purpose of the Agreement, "**Force Majeure**" is any event occurring due to Act of God, war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of defense authorities or any other agencies of government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves, landslides, lightning explosions, whirlwind, cyclone, tsunami, plagues or other pandemic or epidemic quarantine, lock down, global, national or regional emergencies, acts of war, acts of terrorism or sabotage, destruction of the structure and/or infrastructure, prolonged failure of energy, revocation of approvals, no objections, consents, licenses granted by the government, change of laws, action and / or order by statutory and/or Government Authority, acquisition, requisition or dispossession of the land or any part thereof, third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.

Both the Parties shall take all reasonable precautions and reasonable alternative measures, all with the objective of carrying out the Terms & Conditions of this Agreement.

Either Party may terminate the Agreement if it becomes impossible or impractical to perform due to Force Majeure; or

Occurrence of a Force Majeure Event shall not entitle the Agency to any concession fee waiver, refund, compensation, damages, extension of concession period or reimbursement from SRFDCL. The commercial risks associated with operation of the facility shall remain with the Agency

14. SUBMISSION INSTRUCTIONS AND BID SCHEDULE

Bidders shall submit their proposals in physical format using a Three-Cover Sealed Envelope System as detailed below:

- **Cover 1 (Technical & Qualification Bid):** Containing the original Demand Draft of ₹5,000/- (Rupees Five Thousand Only) towards the non-refundable RFP Tender Fees and Demand Draft of Rs. 25,000/- for Earnest Money Deposit both in favor of "Sabarmati Riverfront Development Corporation Limited" payable at Ahmedabad, along with the signed RFP document, legal

incorporation certificates, CA-certified turnover certificate, technical project credentials, concept presentation, and Power of Attorney.

- **Cover 2 (Financial Proposal):** Containing the duly filled, signed, and stamped Financial Proposal strictly in the prescribed format (Annexure-A). No financial figures shall be mentioned anywhere in Cover 1.
- **Master Outer Cover:** Both Cover 1 and Cover 2 shall be enclosed in one large Master Sealed Envelope superscribed: 'RFP FOR DBOM OF AVIARY AT FLOWER PARK, SABARMATI RIVERFRONT'.

Submission Address:

General Manager (Parks & Garden)
Sabarmati Riverfront Development Corporation Limited (SRFDCL)
2nd Floor, Riverfront House, Behind H.K. Arts College,
Pramukh Swami Maharaj Marg, Riverfront West, Ahmedabad – 380009, Gujarat, India.

15. DISCLAIMER & BIDDER ACKNOWLEDGMENT

This Request for Proposal (RFP) is issued solely to solicit commercial and technical proposals from qualified agencies and does not constitute an explicit contract or offer of employment. SRFDCL reserves the unconditional right to modify, cancel, or re-tender the project without assigning any reasons.

Signature of Authorized Signatory: _____

Name of Signatory: _____

Designation: _____

Name of Bidding Firm/Company: _____

Mobile No: _____ Email : _____

Official Seal / Stamp: _____

Date: _____ Place: _____

ANNEXURE – A: FINANCIAL PROPOSAL FORMAT

(To be submitted strictly in Cover 2 - Separate Sealed Envelope)

Project Title: Appointment of Agency for Planning, Design, Development, Execution Supervision, Operation & Maintenance of Aviary at Flower Park, Sabarmati Riverfront on Design–Build–Operate–Maintain (DBOM) Basis under License Fee cum Revenue Sharing Model.

I/We, having carefully reviewed the RFP document, scope of work, technical guidelines, and concession terms, hereby submit our irrevocable Financial Offer to SRFDCL:

Sr. No.	Financial Consideration Component	Bidder's Offer / Commitment
1	Base Fixed Concession Fee (Payable monthly in advance with 5% annual compounded escalation)	ACCEPTED Base ₹50,000/- per month + Applicable GST (Subject to 5% compounded annual escalation)
2	Percentage Share of Gross Revenue (Payable quarterly based on CA-certified Gross Revenue statements)	Quoted Percentage: _____ % + Applicable GST (In Words: _____ _____ Percent)

DECLARATION BY THE BIDDER

- The quoted Percentage Revenue Share applies uniformly to all Gross Revenue streams generated from the Aviary Facility throughout the Concession Period (and any approved extension).
- All quoted figures are strictly exclusive of GST and other statutory taxes, which shall be remitted additionally by us.
- I/We confirm unconditional acceptance of the 9% per annum simple interest penal clause applicable on any delayed remittances beyond the stipulated monthly/quarterly due dates.
- I/We confirm that all statements, attachments, and declarations submitted in Cover 1 and Cover 2 are authentic, true, and binding upon us.

Signature of Authorized Signatory: _____

Name of Signatory: _____

Designation: _____

Name of Bidding Entity: _____

Official Seal / Stamp: _____

Date: _____ Place: _____