

REQUEST FOR PROPOSAL (RFP)

FOR

PROVISION, OPERATION AND MANAGEMENT OF PROVIDING ELECTRIC KICK SCOOTERS (E- SCOOTERS) SHARING ON RENTAL BASIS ON THE WEST AND EAST SIDE OF THE SABARMATI RIVERFRONT IN AHMEDABAD CITY

Issue to : Download the document from websites
<https://nprocure.com>

Information also available on: <http://ahmedabadcity.gov.in/> and
www.sabarmatiriverfront.com

Date of Issue : 12-07-2022

Contents

1. PREAMBLE	8
2. DEFINITIONS	9
3. RFP SUMMARY	10
4. INSTRUCTION TO BIDDERS FOR BID PREPARATION AND SUBMISSION	18
4.1 ABOUT THE CONTRACT	18
4.2 RIGHT OF AUTHORITY TO ACCEPT OR REJECT ANY BID.....	18
4.3 DOCUMENTS CONSTITUTING BID	18
4.4 ELIGIBILITY AND QUALIFICATION CRITERIA.....	18
4.5 BID SUBMISSION FORMAT	18
4.6 BID SECURITY	19
4.7 PERFORMANCE SECURITY	20
4.8 BID EVALUATION METHOD AND AWARD CRITERIA.....	21
4.9 BID SIGNATORY.....	22
4.10 BID OPENING PROCESS.....	22
4.11 VALIDITY PERIOD.....	22
4.12 EXTENSION OF PERIOD OF VALIDITY	22
4.13 MODIFICATION AND WITHDRAWAL OF BID	22
4.14 RIGHT TO CALL FOR MORE INFORMATION /DOCUMENTS	22
4.15 AMENDMENT OF RFP	22
5. SCOPE OF THE WORK AND SPECIAL CONDITIONS OF LICENSE	23
5.1 SCOPE OF WORK UNDER THE LICENSE	23
5.2 SPECIAL CONDITIONS OF THE LICENSE	23
6. OBLIGATIONS AND UNDERTAKINGS	24
7. SAFETY AND INSURANCE	25
7.1 SAFETY	25
7.2 INSURANCE:.....	26
7.2.1 INSURANCE DURING THE LICENSE PERIOD	26
7.2.2 APPLICATION OF INSURANCE PROCEEDS	26
7.2.3 VALIDITY OF INSURANCE COVER.....	27
8. GENERAL RFP CONDITIONS	27
8.1 WORK ORDER & AGREEMENT	27
8.2 COMMENCEMENT OF OPERATIONS	27
8.3 ROUTES.....	28
8.4 LIQUIDATED DAMAGES.....	28
8.5 PERFORMANCE MONITORING	28
8.6 TAX LIABILITY	28
8.7 VISIT TO THE LOCATION	28
8.8 PAYMENT AND CONSIDERATION	28
8.9 JURISDICTION OF COURTS	29

8.10	ARBITRATION	29
8.11	EVENTS OF DEFAULT AND TERMINATION.....	30
8.11.1	EVENT OF DEFAULT	30
8.11.2	RIGHTS OF AUTHORITY ON TERMINATION.....	31
8.11.3	TERMINATION PAYMENTS	31
8.12	LIABILITY.....	31
8.13	FORCE MAJEURE.....	31
8.14	INDEPENDENT LICENSEE	32
8.15	UNDERSTANDING OF TERMS	32
8.16	CONFLICT OF INTEREST.....	32
8.17	NOTIFICATION OF AWARD.....	32
8.18	FAILURE TO AGREE WITH THE TERMS AND CONDITIONS	32
8.19	AMENDMENTS	32
8.20	NO PARTNERSHIP	33
8.21	MISCELLANEOUS:	33
8.21.1	LANGUAGE	33
8.21.2	OWNERSHIP AND PROTECTION OF PROPERTY.....	33
8.21.3	VITAL OTHER CONDITIONS:.....	33
ANNEXURE 1 (FORWARDING LETTER)		34
ANNEXURE 2 (BIDDER INFORMATION)		35
ANNEXURE 3 (FINANCIAL STATEMENT).....		36
ANNEXURE 4 (STATEMENT SHOWING OWNERSHIP / EXPERIENCE DETAILS).....		37
ANNEXURE 5 (FORMAT FOR AFFIDAVIT CERTIFYING THAT THE ENTITY / PROMOTER/S / DIRECTOR/S OF ENTITY ARE NOT BLACKLISTED)		38
ANNEXURE 6 (FORMAT FOR POWER OF ATTORNEY OF BIDDER APPOINTING DESIGNATED REPRESENTATIVE)		39
ANNEXURE 7 (FORMAT FOR BANK GUARANTEE FOR BID SECURITY).....		40
ANNEXURE 8 (FORMAT BANK GUARANTEE FOR PERFORMANCE SECURITY)		42
ANNEXURE 9 (SERVICE CONDITIONS).....		43
ANNEXURE 10 (LIST OF APPROVED BANKS* FOR THE PURPOSE OF PROVIDING BID SECURITY/PERFORMANCE SECURITY/RFP DOCUMENT FEE)		44
ANNEXURE 11 (DRAFT LICENSE AGREEMENT)		45
ANNEXURE 12 (UNDERTAKING) ON NON-JUDICIAL STAMP PAPER.....		67
ANNEXURE 13 (ORDER FOR ARRANGEMENT OF DOCUMENTS IN THE TECHNICAL BID:)		68
ANNEXURE 14: (FORMAT FOR FINANCIAL BID).....		69
APPENDIX-I: PROHIBITED ACTIVITIES:.....		70

ABSTRACT

Name of Work:	RFP for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront in Ahmedabad city
Bidding Document Available From	(Download the document from websites https://www.nprocure.com OR http://ahmedabadcity.gov.in/ OR www.sabarmatiriverfront.com From 12/07/2022 to 05/08/2022 onwards
Pre-Bid Meeting	Pre-bid meeting shall be held at 18/07/2022 @ 11.30 Hrs. in the office of Authority at Riverfront House, Behind H.K. College, Pramukh Swami Marg, Riverfront, Ahmedabad, Gujarat 380009
Last date of receiving of pre bid queries.	Queries should be submitted in the word format on or before 22/07/2022 up to 16:00 Hrs. on office@srfdcl.com only. Hard copy of queries will not be accepted. Queries received after due date and time will not be entertained.
Response to Queries	28/07/2022 will be uploaded on the website
Last Date and Time for Online Submission of Bids	Date: 05/08/2022, Time 14:00 Hrs.
Physical submission of RFP Fee, EMD and other RFP documents	05/08/2022 up to 16:00 Hrs. at office of the Riverfront House, Behind H.K. College, Pramukh Swami Marg, Riverfront, Ahmedabad, Gujarat 380009. Financial Bid is not to be submitted in the physical form and it has only to be submitted online. License Fees should not quote in the Technical Bid. In case of default, the entire Bid shall be summarily rejected.
Time & Date of Opening of Technical Bids	05/08/2022 @ 17:00 Hrs. in office of the Authority at Riverfront House, Behind H.K. College, Pramukh Swami Marg, Riverfront, Ahmedabad, Gujarat 380009
Time & Date of Opening of Financial Bid	It shall be informed to the qualified bidders through e-mail

Details to be furnished along with application

Interested Bidders can view these RFP documents online but bidders who are interested in bidding in this RFP can download RFP documents as mentioned above and Bidder who wishes to submit their offer shall pay RFP document fee in form of Account Payee Non-refundable Demand Draft payable at Ahmedabad drawn on any Nationalized Bank / Scheduled Bank.

RFP Documents are only available in Electronic Form. Bidders shall upload the RFP documents after submitting the DD details for RFP document fees and EMD details online. The Demand Draft towards RFP Document Fees and Earnest Money Deposit before the due date as specified above. This should be as per details given online and it should be drawn before last date of the uploading of the RFP.

The Bidder should submit all the forms electronically only.

Bidders who wish to participate in this RFP will have to register on www.nprocure.com. Further, Bidders who wish to participate in online tender process will have to procure Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from the below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

CEO,
Manager (Marketing),
(n) Code solution –A division of GNFC Ltd.
403, GNFC Info Tower, S.G. Road, Bodakdev,
Ahmedabad: 380054 (Gujarat) .
Phone No.+9179-40007501/12/16/17/25,
+917930181689/7926857316/18
Fax: +9179- 40007533/26857321

Contacting Officer:

In case bidders need any clarification or if training required for participating in online RFP, they can contact the (n) code solution –A division of GNFC Ltd. at the above address.

Download of RFP Document: -

The RFP document for these works are available only in Electronic format which Bidder can download after paying the necessary RFP document fees as explained above.

Submission of RFP: -

The bidder shall submit the Technical Bid in a separate sealed cover duly super scribed and these two sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed before last date of submission as mentioned in the RFP notice. **Financial Bid is not to be submitted in the physical form and it has only to be submitted online. License Fees should not quote in the Technical Bid. In case of default, the entire Bid shall be summarily rejected.** The bidder has to read all the terms and conditions of RFP and accepts the same to proceed further to submit the bid.

The Bid should consist of the following documents:

Tender fee amount (non-refundable) of **Rs. 10,000/-** (Rupees Ten Thousand Only) & Bid Security (Earnest Money Deposit) for an amount of **Rs. 18,750/-** (Rupees Thirty-Seven Thousand Five Hundred Only) in the form of an Account Payee DD from a Nationalized / Scheduled Bank, in favour of "Sabarmati Riverfront Development Corporation Limited" payable at Ahmedabad. Tenders submitted without EMD and Tender Fees will be disqualified.

Opening of Technical Bid only

The Technical Bid will be opened on **05/08/2022** at **17:00 Hrs.** The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process. SRFDCL will not be held responsible for any sort of delay, or the difficulties faced during the submission of bids online by the bidders due to local issues.

Disclaimer

Sabarmati Riverfront Development Corporation Limited (SRFDCL) on behalf of Ahmedabad Municipal Corporation (herein after called "SRFDCL", "AMC" or "Authority") have prepared this document to invite proposals for above mentioned activities. While SRFDCL has taken due care in the preparation of information contained herein and believes it to be accurate, neither SRFDCL, AMC or any of its authorities or agencies nor any of their respective officers, employees, agents, consultants or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

This information is not intended to be exhaustive. Interested parties are expected to make their own inquiries and research for gathering the insights, knowledge and information that may be required for submitting a bid. The information is provided on the basis that it is non-binding on SRFDCL, any of its authorities or agencies or any of their respective officers, employees, agents, consultants or advisors.

SRFDCL reserves the right to not proceed with the bidding process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the bid further with any licensee submitting a bid.

No reimbursement of cost of any type will be paid to persons or entities submitting the Bid.

1. PREAMBLE

Sabarmati Riverfront Development Corporation Limited (SRFDCL/Authority) invites Proposals from interested Bidders for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront. Such facilities are planned at below mentioned location.

- (1) Between Sardar Bridge to Vasna Barrage on West Bank of SRFD Project
- (2) Between Subhash Bridge to Nehru Bridge on West Bank of SRFD Project
- (3) Between Subhash Bridge to Ellis Bridge on Eastern Bank of SRFD Project.

The broad scope of work for Bidder includes the provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront along with small supporting infrastructure at embarking points such as Ticket Window, waiting area informative signboards etc. under the license for a period of 3 years from the date of issuing the Work Order which may be extended for 2 (two) years, one year at a time if performance of agency is satisfactory.

The Bids shall be prepared in English and all entries must be typed and written in blue / black ink. Initials of the authorized representative of the Bidder must attest all erasures and alterations made while filling the Bids. Failure to comply with any of these conditions may render the Bid invalid. **Bidder has to sign on all the pages of RFP document.**

Authority shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. Authority reserves the rights to cancel, terminate, change or modify this process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

The bid evaluation shall be done based on the evaluation method set forth in the document. Only those firms/companies who qualify based on the evaluation method will be qualified bidders for the purpose of opening of Financial Bid and its evaluation.

2. DEFINITIONS

“Authority” or **“SRFDCL”** shall mean Sabarmati Riverfront Development Corporation Limited, a Special Purpose Vehicle (SPV) set up by Ahmedabad Municipal Corporation (AMC), an entity incorporated as a company under the Indian Companies Act, 1956.

“Bid” or **“Detailed Bid”** shall mean the detailed Bid submitted by the Bidder in response to this RFP including clarifications and/or amendments, if any.

“Bid Security” shall mean the Security furnished by the Bidder, as part of the Detailed Bid.

“Contract” or **“License Agreement”** or **“Agreement”** shall mean the agreement between the Authority and the successful bidder (here in after the “Licensee”) which allows the selected bidder to manage the facilities against the License Fee paid by the selected bidder to the Authority and in accordance with the terms and conditions of this RFP, Work Order and the Agreement. The RFP document, Work Order, any amendment and any communication by SRFDCL shall be deemed to form and be read and construed as part of the Agreement.

“Designated Locations” shall mean embarking/disembarking locations provided to each operator on western or eastern banks of the River as per the Operator License.

“Due Date” shall mean the last date for submission of bids as mentioned in the RFP Summary.

“Firm” shall mean a single legal entity, which is a registered body, Government agency or statutory body.

“Work Order” means the letter issued by Authority to the Successful Bidder to undertake and execute this particular Contract in conformity with the terms and conditions set forth in this RFP and subsequent Agreement.

“License(s)” or **“Operator License”** shall mean provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront from designated locations as per the terms and conditions of this RFP. The license does not provide proprietary rights over any property or Asset including land at Designated Location.

“Licensee” or **“Operator”** or **“Operator Licensee”** shall mean the successful bidder whose proposal has been accepted by the Authority.

“Electric Kick Scooter” or **“E-Scooter”** Any battery-operated vehicle which has power less than 250W and speed limit not more than 25kmph as per RTO rules and

guidelines. Such electric scooter is exempted from RTO and these electric scooters don't require a license in India. The weight of electric kick scooters may be around 220 lbs. (100 kg).

“License Period” shall mean the tenure of the License as mentioned in the RFP Summary of this document or the early termination of the License before the end of such License Period, whichever is earlier. The tenure of the License Period shall be of three years from the completion of 15 days from the date of Work Order till the early termination of the license period or expiry of the License Agreement, whichever is earlier, and the license period may be further extendable for 2 (two) years, one year at a time if performance of agency is satisfactory.

“Performance Security” shall mean Demand Draft, or the Bank Guarantee furnished by a Bidder upon his selection as the Licensee as per the terms mentioned in the RFP which must be encashable at Ahmedabad.

“Taxes and Duties” shall mean all taxes, duties, fees etc. payable as per applicable laws in India in connection with the procurement, development, installation, operation, maintenance and management of Project.

3. RFP SUMMARY

Sr. No.	Key Information	Details				
1.	RFP for	Selection of Licensee for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront				
2.	Locations to be issued through this RFP	(1) Between Sardar Bridge to Vasna Barrage on West Bank of SRFD Project (2) Between Subhash Bridge to Nehru Bridge on West Bank of SRFD Project (3) Between Subhash Bridge to Ellis Bridge on Eastern Bank of SRFD Project				
3.	Minimum Value of License Fee	The Financial Proposal submitted by the bidders shall be over and above to the Minimum License Fee				
		<table border="1"> <thead> <tr> <th>Sr. No</th> <th>Single License for following locations</th> <th>Minimum Annual License Fee for all location Rs.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Between Sardar Bridge to Vasna Barrage on West Bank of SRFD Project</td> <td>Rs. 7,50,000 + applicable GST (License Fee is to</td> </tr> </tbody> </table>	Sr. No	Single License for following locations	Minimum Annual License Fee for all location Rs.	1
Sr. No	Single License for following locations	Minimum Annual License Fee for all location Rs.				
1	Between Sardar Bridge to Vasna Barrage on West Bank of SRFD Project	Rs. 7,50,000 + applicable GST (License Fee is to				

Sr. No.	Key Information	Details	
		2	Between Subhash Bridge to Nehru Bridge on West Bank of SRFD Project
		3	Between Subhash Bridge to Ellis Bridge on Eastern Bank of SRFD Project.
		<p>be paid quarterly for the entire Contract Period. The license fee shall be paid within 7 days of starting of the respective quarter)</p> <ul style="list-style-type: none"> • The bidder has to pay License Fee quoted in the financial bid or the price quoted higher than above. • It is mandatory for the Bidder to bid for all 3 locations. The Charging Stations Area shall be included in the given location. • <u>Additional or separate area for repair & maintenance of the E-Scooters shall not be allotted by SRFDCL.</u> 	
4.	Number of electric kick scooters (e-scooters) for various age groups to be allowed at each point.	<p>Bidder shall be allowed to keep maximum 100 electric kick scooters (e-scooters) at each point for various age groups. Licensee must make available sufficient number of electric kick scooters (e-scooters) for various age groups so as to cater to the demand in a manner that there is no queuing even during peak hours of peak season. Bidder may add more electric kick scooters (e-scooters) if the demand increases only after getting the approval from the authority. In this regard, decision of SRFDCL shall be deemed final.</p>	
5.	Commencement of Recreational Services and Liquidated Damages	<p>Licensee shall be required to start Operation facilities within 15 days from issue of Work Order.</p> <p>Non-operational facility in above timeline shall invite Liquidated Damages of Rs. 1000/- per day of delay from first day after the permissible period till 15th day. Any delay beyond the initial 15 days shall attract Liquidated Damages of Rs. 2000/- per day from 16th day upto 30th day. If the delay continues beyond the 30th day, Work Order given by the Authority shall be cancelled. Authority reserves the right to take the decision to terminate the company (H1) and can approach the H2 for commencement of business and so on till operation of facilities starts.</p>	

Sr. No.	Key Information	Details
6.	License Period	The License Period shall be for 3 years from the date of issuing the Work Order which may be extended for 2 (two) years, one year at a time if performance of agency is satisfactory.
7.	Eligibility of the bidders	<ul style="list-style-type: none"> • A company incorporated as per Indian Companies Act 1956 / 2013 (Copy of Memorandum and Article of the association of the bidder should be submitted) or Partnership firm registered under The Partnership Act (Copy of Partnership Deed should be submitted) or a registered proprietary firm (Registration copy of GST / Service Tax, EPF registration, Shop Establishment registration certificate etc.). <u>Joint venture will not be allowed.</u> • A company is having experience in providing electric kick scooters (e-scooters) sharing business since at least last 03 years. • Bidder is not eligible if blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings, etc. • Bidder is not eligible, if the work completion certificate submitted by the bidding agency / contractor contains any negative / adverse remark and their bid will be summarily rejected. • Non submission of satisfactory work completion certificates will also lead to disqualification for the technical evaluation and their bid will be summarily rejected.
8.	Qualification Criteria	<p>The bidder shall meet both Financial and Technical Qualifications to be considered qualified.</p> <p>Financial Qualifications:</p> <p>The bidder should have Average Annual Turnover of Rs. 40 Lakh from the business of electric kick scooter sharing / recreational activities in any of the 3 consecutive years starting from 17-18.</p> <p>Documentary Evidence: (1) Copy of Audited Annual Reports from 2017-18 to 2019-20 (2) Statement from the statutory auditor as prescribed in the</p>

Sr. No.	Key Information	Details
		<p>Annexure -3</p> <p>The experience details shall have to be provided as per the format prescribed in Annexure 4 along with supporting documents mentioned above.</p>
9.	Bid Submission Format	<p>Online: <u><i>The bidders should upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit / Tender Fees etc. as per the requirements contained in the RFP in support of their Technical bids. The bidder should sign all statements, documents etc. uploaded by him, owning responsibility for their correctness /authenticity.</i></u></p> <p>Hard copy / Offline: Bidders are Required to submit the Bid in following two envelopes a) Envelope 1: Cost of Document & Bid Security This envelope shall be super scribed "Envelope 1: Document Fee and Bid Security". The amounts of Document fees and Bid Security are provided in this RFP summary respectively. b) Envelope 2: Qualification Bid / Technical Proposal Complete RFP document along with all annexures contained therein should be signed and stamped by the Authorized Signatory. Some of the annexures required to be submitted on non-judicial stamp paper of relevant amount. Moreover, detailed proposal of the bidder including the details</p> <ul style="list-style-type: none"> • Type, number of electric kick scooters (e-scooters), specification of the e-scooters for various age groups. • All other significant details that clarify the bidder's overall idea. <p>This envelope shall be super scribed "Envelope 2: Qualification Bid / Technical Proposal" Qualification Bids may be submitted in a common envelope.</p>

Sr. No.	Key Information	Details
		<p><u>Financial Bid quoting the License Fees for the License Period shall be quoted by the bidder in electronic form only. License Fees should not quote in the Technical Bid. In case of default, the entire Bid shall be summarily rejected.</u></p> <p>All the envelopes shall be placed in one outer Envelope. The envelope shall be super scribed “RFP for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront” and submit to the address specified in RFP Summary before the Bid Submission date. The Bid submission date is specified in RFP.</p>
10.	Bid Evaluation	<p>a) Envelope 1: This should contain Document Fee/ RFP Document Fee and Bid Security/EMD. Envelope 2 of only those Bidders shall be opened who have provided Document Fee and Bid Security.</p> <p>b) Envelope 2: Assessment of Financial and Technical qualifying criteria. The Bidders are required to pass in each of the eligibility and Qualification Criteria mentioned in the RFP summary and terms and condition set forth in this RFP document.</p> <p>Technical Bids not accompanied with EMD & Tender Fee of requisite amount are liable to be rejected outright.</p> <p>The Authority at its discretion, may ask the bidder for additional details.</p> <p>The financial offer of the prospective bidder will be considered only if the Technical Bid of the Bidder is found qualified. The decision of the Management will be final and absolute in this respect.</p>
11.	Bid Validity	180 Days from the date of opening of bid.

Sr. No.	Key Information	Details
12.	Bid Security/ EMD	The amount for Bid Security (EMD) shall be 2.5% of Annual License Fees i.e. Rs. 18,750/- in the form of Demand Draft in favour of "Sabarmati Riverfront Development Corporation Ltd." and payable at Ahmedabad from a Nationalized / Scheduled Bank.
13.	Performance Security	<p>Performance Security will be 10% of the value of the Annual License Fees quoted for the first year in the form of DD or Bank Guarantee in favour of Sabarmati Riverfront Development Corporation Ltd. and payable at Ahmedabad from a Nationalized / Scheduled Bank to be paid on or before signing of Agreement i.e. within 30 days of issuance of LOA. Format of the bank guarantee for Performance Security is given in Annexure 8</p> <p>Performance Security shall be valid up to the end of License Period and 60 days thereafter.</p>
14.	License Fees	<p>License Fees for the first year shall be payable upfront on or before the signing of Agreement. <u>The Agreement shall be signed before the completion 30 days from the date of Work Order or before starting of the operations, whichever is earlier.</u></p> <p><u>License Fee is to be paid quarterly for the entire Contract Period. The license fee has to be paid strictly within 7 days of starting of the respective quarter</u> and increased at the rate of 10% on the Annual License Fees of the previous year.</p> <p>Any delay in payment shall attract penalty of Rs. 1000/- per day of delay from first day after the permissible period till 15th day. Any delay beyond the initial 15 days shall attract Liquidated Damages of Rs. 2000/- per day from 16th day upto 30th day and upon failing to do so, Authority shall forfeit the performance security. In this regard, decision of SRFDCL shall be deemed final.</p> <p><u>The Annual License Fees shall be escalated at</u></p>

Sr. No.	Key Information	Details
		10% every year during the License Period.
15.	Award Criteria	Licensee quoting the highest annual license fees for the first year will be awarded the license.
16.	RFP Fee/ Cost of the document	Rs. 10,000/- (Rs. Ten thousand only) on non-refundable basis as Demand Draft drawn in favour of "Sabarmati Riverfront Development Corporation Limited" and payable at Ahmedabad.
17.	Signing of Agreement	Agreement shall be signed between Authority and Licensee before the completion 30 days from the date of Work Order or before starting of the operations, whichever is earlier.
18.	Timing of Services	The hours of operation shall be from 06 AM to 9 PM. The timing can be subject to change as per the applicable laws and regulations by SRFDCL / AMC / Government. The Authority has full discretion to change the timings. Licensee shall do the needful for arrangements of proper lighting and safety during the evening times.
19.	Chargeable rates & duration	<p>The bidder shall quote the visitor fees/rates as it may wish to charge for the facility from Users of the Facility. The Licensee shall keep option for online payment for the visitor fees/rates for convenience to the visitors.</p> <p>However, the licensee shall obtain written approval from SRFDCL for the same. The Authority may ask the bidder to rationalize the Visitor Fees/Rates to be charged in view of the nature of the project being a public project. They can be increased upto 20% during the entire period of operations with the prior approval of the authority. In this regard, decision of SRFDCL shall be deemed final.</p>
20.	Last date of Online submission	<p>Date 05/08/2022 up to 14:00 Hrs.</p> <p>The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process. SRFDCL will not be held responsible for any sort of delay, or the difficulties faced during the submission of bids online by the bidders due to local issues. The bidder has to read all the terms and conditions of RFP and accepts the</p>

Sr. No.	Key Information	Details
		same to proceed further to submit the bid.
21.	Last Date of receipt of Bids	05/08/2022 till 16:00 Hrs. at the office of SRFDCL at above mentioned address.
22.	Date of opening of Bid	05/08/2022 at 17:00 Hrs. at the office of SRFDCL at above mentioned address.
23.	Revenue to Licensee	Licensee is authorized to collect the Fees/fares from the users. Licensee shall not be permitted to generate revenue from any other source.
24.	Approvals and Clearances	Licensee shall be required to obtain all necessary approvals and clearances as specified by rules, laws and bye laws for carrying out the activities for this License and submit copy of all the necessary approvals taken from the appropriate authority to SRFDCL.
25.	Taxes	The Licensee shall be liable to pay all taxes and statutory dues including GST etc. GST shall be payable by Licensee additionally on License Fee.
26.	Equipment Quality	<p>The operator will have to provide electric kick scooters (e-scooters) which are new or are close to new in terms of quality.</p> <p>The Licensee shall submit documents to the Authority, showcasing manufacturing details if required by the authority.</p>
27.	Place for Storage of Equipment	All necessary arrangements, electricity charges, fixtures etc. will have to be done by Operator at his own risk and cost with the prior approval of SRFDCL.
28.	Risk & Cost	SRFDCL will not be responsible for any kind of theft/loss/damage to the property/electric kick scooters (e-scooters) of the licensee. No such compensation will be entertained.
29.	Damages to SRFDCL property	If there is any damage occur to SRFDCL property by any means due to the licensee or carelessness of licensee, then, the entire cost of that [particular property/replacement cost/repairing cost must be borne by licensee. In this regard, decision of SRFDCL shall be deemed final
30.	MSME Exemption	SRFDCL is a Public Limited Company incorporated under the Indian Companies Act. MSME exemption is not applicable.

4. INSTRUCTION TO BIDDERS FOR BID PREPARATION AND SUBMISSION

4.1 About the Contract

The License to be awarded as per this RFP shall include the setting up of the Facility at the location, the operation and maintenance of the Facility by providing maintenance and fulfillment of other such objective incidental to and in conformity with this License.

The Contract/License shall come into force only if Performance Security has been paid within the time specified in the RFP and all the other terms and conditions have been fulfilled by the licensee.

The Performance Evaluations of Licensee shall be held at the end of every year during License Period. In the event, performance of Licensee is not found to be satisfactory, the Authority has full discretion to terminate the Agreement. In this regard, decision of SRFDCL shall be deemed final. The Performance Security may be returned to the Licensee subject to SRFDCL/AMC's right to receive damages, if any.

4.2 Right of Authority to accept or reject any Bid

The Authority will accept the bid which will be best suited in all aspects. In this regard, decision of SRFDCL shall be deemed final. The Authority also reserves following rights without any kind of liability:

- (1) To accept or reject any or part of any bid/entire bid or all the bids without assigning any reason thereof.
- (2) Not to proceed ahead in the bid process without assigning any reason thereof.

4.3 Documents Constituting Bid

The RFP documents comprise the following and are to be read together:

- 1) This RFP document, and any other documents required to be submitted as specified in Bid Submission Format.
- 2) Other documents constituting the RFP and acceptance thereof and shall be deemed to include any amendments, modifications to the RFP document or its elements.

4.4 Eligibility and Qualification Criteria

The Bidders shall have to meet the eligibility and qualification criteria as provided in the point number 6 and 7 of the RFP summary. Bids which do not appropriate considering such criteria shall be summarily rejected by the Authority.

4.5 Bid Submission Format

The Bidders are required to submit the Bid in two envelopes, the details for which are specified in the RFP summary. Following is check list of the documents to be submitted as part of the bid.

Document Check List

Envelope No.	Documents	Relevant Annexure for format/ guidelines
1	<ul style="list-style-type: none">– RFP document fee and Bid Security in the form of demand draft from the nationalized or scheduled bank in favor of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad	Annexure 7 and Annexure 10
2	<p>Technical Bid:</p> <ul style="list-style-type: none">– Forwarding Letter– Bidders Information– Firm Registration documents– Financial Statements from Auditor of the firm showing Turnover of the firm for last three years’ documents– Copy of Audited Annual Accounts for three financial years starting from 2017-18 documents– Format for experience details– Support Documents such as work orders, Completion Certificates, vessel registration certificates etc.– No Blacklisting Certificate– Copy of RFP document signed on every page by the Bidder’s authorized representative.– Authorization of signatory in the form of Board Resolution/ Partner’s Resolution or Power of Attorney, as applicable.– Technical Specifications	Annexure 1 to 6 and 8

4.6 Bid Security

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security of the amount mentioned in the RFP Summary in the form of Demand Draft or Bank Guarantee from an Authorized Bank.

- (1) The bid security furnished by the successful bidder shall be refunded after the acceptance of Performance Security.
- (2) Bids not accompanied with requisite Bid security shall be summarily rejected.
- (3) The bid security shall be returned to the bidder whose bid has not been accepted by the Authority.
- (4) Bid security is a non-interest-bearing deposit.

- (5) Bid Security shall be valid for a period up to 180 days from date of opening of the bid.

Bid Security shall stand forfeited in the following situations:

- (1) In case of unclear offer and/or conditional offer, such bid is not acceptable by the Authority and so the Bid Security shall be forfeited.
- (2) In case of revision and/or modification of terms of bid or withdrawal of bid during the validity period.
- (3) In case of submission of a grossly wrong or fraudulent bid.
- (4) In case of bidder demands transfer of contract before acceptance of offer or after acceptance of offer.
- (5) For the successful bidder, if the Performance Security is not deposited within the stipulated time period.
- (6) If the Agreement is not executed as specified by the Authority, even though Performance Security has been paid. (In this case, both EMD and Performance Security will be forfeited and LOA will be cancelled).
- (7) If the Licensee wants to withdraw before signing of Agreement.
- (8) In the event, bidder, after the issue of communication of acceptance of his bid by the Authority, fails/refuses to start/execute the work as herein the bidder shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the bidder's calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.

4.7 Performance Security

- (1) Licensee shall, for due and punctual performance of its obligations during the License Period, deliver to Authority, simultaneously with the execution of this Contract, an unconditional and irrevocable Bank Guarantee which is encashable at Ahmedabad as Performance Security as mentioned in the RFP Summary of this RFP. Format of the bank guarantee for Performance Security is given at Annexure - 8.
- (2) The Performance Security shall be valid up to the end of License Period plus 60 days.
- (3) The Performance security shall not bear any interest and the Licensee shall not have any claim on the interest on Performance security.
- (4) Provided that if the License is terminated due to any Event of Default other than Licensee's Event of Default, the Performance Security shall, subject to Authority's right to receive amount, if any, due from Licensee under this License, be duly discharged and released to Licensee.

Fresh Performance Security

In the event of the encashment of the Performance Security by Authority pursuant to Encashment Notice issued, Licensee shall within 10 (ten) days of the Encashment Notice, furnish fresh Performance Security to Authority, failing which the Authority shall be entitled to terminate this License in accordance with the provisions herein. The Authority shall be entitled to encash the Performance Security fully or partially as the case may be through notice of 10 (ten) days if any Event of Default not being remedied by the Licensee despite notice from the Authority.

Whenever any claim against the Licensee for payment of sum of money arises out of or under the Contract, Authority shall be entitled to recover such sums or any sum then due or which at any time there may become due from the Licensee under this contract from Performance Security with the Authority. If this sum be not sufficient to cover the recoverable amount, the Licensee must pay the remaining balance amount to the Authority.

Performance Security shall be forfeited in following situations:

- (1) The amount of License Fee has not been paid within the period specified in RFP Summary.
- (2) If the Licensee is found guilty of not following any of RFP terms and conditions.
- (3) If the Licensee fails to pay the damages, compensation if any, applied on him for breach of performance standards as specified in Annexre-9.
- (4) If the contract is terminated in event of Licensee event of default.

4.8 Bid Evaluation Method and Award Criteria

The Bidders are required to submit the Bid as per the RFP. The Bid Evaluations shall be carried out for each envelope. The Bids of the Bidders not submitting the Demand Draft for Document Fee and EMD shall be rejected. The detailed Bid Evaluations process is described below.

- a) **Envelope 1:** Document Fees and Bid Security. The Envelope 2 of only those Bidders shall be opened who provided Document Fees and Bid Security as specified in RFP summary.
- b) **Envelope 2:** Assessment of Bidders Information and technical & financial qualification.
- c) The Bidders meeting each of eligibility and qualification criteria shall be considered as qualified bidder. The Financial Bids of only those Bidders shall be considered for evaluation / comparison who submitted Document Fees, **Financial Bid is not to be submitted in the physical form and it has only to be submitted online. License Fees should not quote in the Technical Bid. In case of default, the entire Bid shall be summarily rejected.** The Bidders shall be selected as per the criteria set in the RFP.

4.9 Bid Signatory

The bidder shall appoint an authorized signatory for signing the bid and acting as representative. The requisite authorization of this person in the form of Board Resolution/Partners Resolution or Power of Attorney will be required to be attached with the qualifying bid.

4.10 Bid Opening Process

On the day of bid opening, Envelope 1 would be opened first and the Document Fee and EMD shall be verified. Then, Envelope 2 will be opened thereafter, and its contents noted and assessed. The Technical Evaluations of each Bidder shall be carried out. Technical assessment of the Bid may then take place in absence of the bidders. The bidders qualifying as per the qualification criteria shall be considered qualified. The qualified bidders shall be informed a due date and time of opening of Financial Bid.

4.11 Validity Period

Bids shall remain valid for a period of 180 days after the date of opening of Bids by Authority. Authority reserves the right to reject a bid which is valid for a period less than so specified and also shall not be liable to send an intimation of any such rejection to such bidder.

4.12 Extension of Period of Validity

In exceptional circumstances, Authority may solicit the Bidder's consent for extension of bid validity period. Any such proposal by the Authority and the response thereto shall be made in writing and such extension should be unconditional from bidder's side.

4.13 Modification and Withdrawal of Bid

No bid may be withdrawn in the interval between the bid due date and expiration of the validity period.

4.14 Right to call for more information /documents

If during bid evaluation, the Authority finds certain information or documents not having been submitted by the bidder, or being made available partially only, the Authority, at its sole and absolute discretion retains the right to

- a) evaluate the bid based on submitted documents only; or
- b) ask for the missing information or documents from the bidders

In this regard, decision of SRFDCL shall be deemed final and binding to the bidder.

4.15 Amendment of RFP

- a) SRFDCL, at its sole discretion, whether on its own initiative or in response to a query raised or clarifications requested by a Bidder in writing or at the Pre-Bid Meeting, may modify the RFP by issuing an Addendum before the Bid Due Date.

- b) Any Addendum issued before Bid Due Date shall form part of the RFP and shall be published on www.sabarmatiriverfront.com/tenders and www.nprocure.com/ or www.ahmedabadcity.gov.in
- c) In order to afford the Bidder a reasonable time for taking an Addendum into account, or for any other reason, SRFDCL may, at its own discretion, extend the Bid Due Date.
- d) Each Addendum shall be binding to the Bidders and SRFDCL will assume no responsibility for non-receipt of the Addendum by any Bidder.
- e) SRFDCL may, at its sole discretion, extend the Bid Due Date.
- f) Any oral statements made by SRFDCL regarding the Bidding Process, the RFP, the draft License Agreement or on any other matter, including oral clarifications or information provided by or on behalf of SRFDCL at the Pre-Bid Meeting or the minutes of the Pre- Bid Meeting shall not be considered as amending the RFP.
- g) Any Addendums to the RFP, must be taken into account by the Bidder in its Bid.
- h) SRFDCL assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the RFP or for any consequent losses suffered by the Bidder.

5. Scope of the Work and Special Conditions of License

5.1 Scope of Work under the License

The scope of the work of the Licensee being granted the License for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront under this RFP shall be as follows:

- (1) The Licensee shall manage/create the electric charging points on its own expense and bear the required electric charges. The said charging points provided by the Authority shall be temporary at the given location. SRFDCL/AMC shall not be responsible for the same whatsoever.
- (2) The Licensee shall be required to arrange for all the equipment for first aid, passenger/rider safety, etc.
- (3) Licensee shall be required to obtain all necessary approvals and clearances for carrying out the activities for this License.
- (4) Performance and fulfillment of all other obligations incidental to and supporting the above.
- (5) Licensee shall take responsibility of taking insurance for his property and its staff/visitors insuring them for all risks and accidents SRFDCL shall not be responsible for any adverse situation arising from accident or any such event taking place.

5.2 Special Conditions of the License

- (1) The responsibility of safety of all the passengers/riders using such service shall be of the Licensee and in no event SRFDCL/AMC shall be held responsible or liable

for payment of any damages. The Licensee shall be required to take adequate insurance as per Clause 7.2 to cover such risks.

- (2) The Licensee shall immediately notify and report all minor/ major accidents at the site to the Authority.
- (3) Licensee shall not sublet, transfer or assign the services or any part thereof to others. No other person shall be entitled to use the premises or any part thereof of the premises.
- (4) The Authority or its authorized representatives shall have access at all hours to the site or any part thereof and inspect the services provided by the Licensee.
- (5) Any employee/staff of the Licensee or any equipment/material used by the Licensee not deemed fit for any reasons by the Authority shall be removed immediately from the Facility. The Authority shall have right to inspect the equipment/assets used for the Facility.

6. Obligations and Undertakings

In addition to and not in substitution of any of the obligations set out elsewhere in this RFP, the Parties shall agree and undertake as under:

The Licensee shall at its own cost and expense:

- (a) Provide for all the assets, infrastructure and manpower required for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront including ticket booths (not more than 10 Sq. meters as per the terms and conditions of this RFP and the proposal submitted by Licensee. If any property tax arises in future due to amendments in taxes or by any other means, licensee is liable to pay any such Govt./AMC taxes to the concerned department. Also note, prior approval must be taken from SRFDCL before setting up the ticketing window.
- (b) Manage the Facility and construct the other temporary infrastructure including all construction, repair and replacement works in full operational condition during the License Period.
- (c) Ensure no queue of visitors/passengers/riders during peak hours and peak season by providing adequate number of equipment of all types as mentioned in the RFP summary.
- (d) Compulsorily issue tickets to each user of the facility. SRFDCL shall inspect the record regularly and in case of any fraud or default in maintaining the record, SRFDCL shall terminate the Agreement with immediate effect and the entire amount of Performance Security and License Fees shall be forfeited. SRFDCL may also take legal action against the Licensee for such fraud/default.
- (e) Pay taxes and duties on revenue from the operations regularly as per statutory requirements.

- (f) Obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance with thereof at all times for execution of its obligations.
- (g) The Licensee shall be responsible for ensuring that any existing utility on, under, above, adjacent, adjoining or near the Facility is kept in continuous satisfactory use, if necessary, by the use of suitable temporary or permanent diversions with prior approval of the Authority.
- (h) Strictly adhered to the routes and area under circulation as well as time period of Facility operation as specified in RFP summary all times during the License Period.
- (i) Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and Systems used for the purpose of this License.
- (j) The Licensee shall not stop or hinder the Authority or a representative of the Authority to step into this licensed location at the Authority's discretion, in place and substitution of the Licensee in the Event of Termination pursuant to the provisions of this RFP.
- (k) Take all reasonable precautions for the prevention of accidents at the Facility and the Location and the surrounding environment.
- (l) Strictly adhered to the Performance Standard as specified in Annexure - 9 all time during the Licensee Period.
- (m) Make timely payment of the damages occurred due to violation in the performance standards.
- (n) Not to place or create nor to permit any person claiming through or under the Licensee to create or place any nuisance over all or any part of the Location/ Facility, or on any rights of the Licensee therein, save and except as expressly set forth in this RFP;
- (o) Take insurance as per the clause 7.2 and maintain the same all time during the License Period.
- (p) The expenses for water, electricity, etc. shall be arranged and borne by the Licensee, if any.
- (q) Undertake, do and perform all such acts, deeds and things as may be necessary or required to adhere to the obligations under and in accordance with this RFP;
- (r) Make available for inspection by Authority or any authorized person of the Authority, copy of RFP and proposal as submitted to the Authority, Agreement and copies of all documents relating to safety and its safety standards free of charge.

7. Safety and Insurance

7.1 Safety

The Licensee shall during the subsistence of the License:

- a) Ensure the safety of the Facility and all the visitors thereby at all times, by providing adequate insurance and periodic inspection report to the Authority.
- b) Make good any damage/destruction caused due to direct/indirect neglect of the Licensee.

- c) Plan and install fire-detection, fire-alarm and fire-fighting system including necessary approvals from competent authority on design and installation. It must be installed, maintain and in working active condition throughout the license period. All the cost must be borne by the licensee.
- d) Undertake all such safety precautions with all required approvals as per best industry practices that are incidental to the activities in accordance with the License.
- e) Ensure that the visitors/passengers/riders shall not exceed the speed limit and shall not create nuisance for the general public.

7.2 Insurance:

7.2.1 Insurance during the License Period

If during this period any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Licensee and SRFDCL/AMC shall not be liable for any such claims. The Licensee shall be responsible for the payments arising out of any Third Party claims. The Licensee shall indemnify SRFDCL/AMC against any such third party claim and is required to procure insurance for meeting such liabilities at Licensee's own cost.

In general, the Licensee shall, at its cost and expense, purchase and maintain during the License Period, such insurances as are necessary at the time of starting of operations, including but not limited to the following:

- a) Licensee's all risk insurance;
- b) Procure Comprehensive third party liability insurance including injury or death to staff of Licensee, Authority and Users who may enter the Facility/Location and mentioned the Authority as beneficiary.
- c) Workmen's compensation insurance;
- d) Any other insurance that may be necessary to protect the Authority/Licensee, its employees and its Facility (against loss, damage or destruction at replacement value) including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).

Licensee shall, from time to time, provide to the Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained in accordance with this RFP.

7.2.2 Application of Insurance Proceeds

- a) All money received under insurance policies shall be promptly applied by the Licensee towards claims of Users, visitors, staff of Authority or Licensee who face injuries or death and repairs, renovation or restoration or substitution of the Facility or any other asset, infrastructure, etc. or any part thereof as the case may be which may have been damaged or destroyed.
- b) Licensee shall carry out such towards repairs or renovation or restoration or substitution to the extent possible in such manner that the damaged Facility/

asset/ matter after such repairs or renovation or restoration or substitution be as far as possible in the same as they were before such damage or destruction.

7.2.3 Validity of Insurance Cover

The Licensee shall pay the premium payable on such insurance policy (ies) so as to keep the policy(ies) in force and valid throughout the License Period and furnish copies of the same to the Authority. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 Days' clear notice of cancellation is provided to the Authority in writing.

8. General RFP Conditions

8.1 Work Order & Agreement

As the first step for the assignment, SRFDCL on behalf of AMC will issue the successful bidder a Work Order. This Work Order will refer to the proposal and the successful bidder has to confirm its acceptance. The successful bidder will be issued two copies of Work Order. The successful bidder shall sign and return one copy of the Work Order in acknowledgement and acceptance of all the terms & conditions of RFP, Work Order and draft License Agreement thereof to SRFDCL within 7 working days. If the successful bidder fails to return the signed copy of Work Order within stipulated time, then, the amount of Bid Security shall be forfeited, and the next eligible bidder may be considered. In this regard, the decision of SRFDCL shall be deemed final.

Both the parties agree to enter into a detailed Agreement in due course which shall consist of the RFP terms and conditions and additions, if any. SRFDCL reserves the right to incorporate such terms and conditions in the Agreement in addition to those in the RFP, which are deemed to be necessary by it. The Agreement shall constitute a contract between the SRFDCL on behalf of AMC and the Licensee under the Indian Contracts Act, 1872. The License Agreement shall be signed before the completion of 30 days from the date of Work Order or before starting of the operations, whichever is earlier.

Award once made cannot be cancelled or amended in normal circumstances. But in case of any emergency situations, it can be amended on mutual consent in writing. SRFDCL on behalf of AMC shall have the discretion to decide whether the situation is emergency situation or otherwise.

8.2 Commencement of operations

The licensee shall start the operations for the facility within the time limit specified in the RFP summary or Work Order.

8.3 Routes

The licensee shall operate the facility on the route specified in the RFP. The licensee shall not cross the defined boundaries for license. Authority reserves the right to allot the parking space and decide the exact point for starting/doing these activities. Authority may extend or reduce the route and points considering the viability of the Project.

8.4 Liquidated Damages

Upon failing to start operations for the facility within the specified time limit, licensee shall be entitled to pay liquidated damages as specified in the RFP.

8.5 Performance Monitoring

1. The Licensee shall procure certificate of fitness and pollution under control certificate from the competent authority. Such certificates shall be renewed on time-to-time basis.
2. The Licensee shall pay damages to the Authority for non-performance as specified in the RFP summary.

8.6 Tax Liability

All the taxes to be paid by the Licensee shall be in addition to the License Fee to be paid by the Licensee. **Applicable GST and/or any applicable tax shall be payable in addition to the License Fees.**

8.7 Visit to the Location

- (1) The bidders prior to submitting their bid, are expected to visit and examine the Location for the Facility and the surroundings at its own cost, the Location being offered on an "as is where is" basis and ascertain on their own responsibility information, technical data, market study, etc. including actual condition of existing services which may or may not have to be shifted/removed/replaced etc.
- (2) It shall be assumed that all these factors were accounted for by the bidder while quoting his bid. The bidder shall be deemed to have full knowledge of the Location, environment and climate whether he inspects it or not.

8.8 Payment and Consideration

- (1) The Licensee is required to make payment of License Fee as per the RFP in return for the Authority granting rights as a Licensee for provision, operation and management of providing electric scooters (e-scooters) sharing on rental basis on the various locations on the west and east side of the Sabarmati Riverfront as specified in the RFP. The quotation required to be given shall be in the format of Financial Bid only.

The Licensee shall pay License Fee for the first quarter upfront on or before the

signing of Agreement. The Agreement shall be signed before the completion 30 days from the date of Work Order or before starting of the operations, whichever is earlier.

License Fee is to be paid quarterly for the entire Contract Period. The license fee has to be paid strictly within 7 days of starting of the respective quarter and increased at the rate of 10% on the Annual License Fees of the previous year. Any delay in payment shall attract Rs. 1000/- per day of delay from first day after the permissible period till 15th day. Any delay beyond the initial 15 days shall attract Liquidated Damages of Rs. 2000/- per day from 16th day upto 30th day.

8.9 Jurisdiction of Courts

The Court at Ahmedabad shall have the exclusive jurisdiction to try all disputes between the parties arising out of the contract.

8.10 Arbitration

- i. 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.
- ii. 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 Licensee; and
 - c. The two Arbitrators so appointed shall jointly appoint the third Arbitrator who will be the Presiding Arbitrator.
- iii. 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.
- iv. 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.

- v. 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.

8.11 Events of Default and Termination

8.11.1 Event of Default

Event of Default means the Licensee Event of Default as the context may admit or require.

(a) Licensee Event of Default

Any of the following events shall constitute an event of default by the Licensee ("Licensee Event of Default") unless such event has occurred as a result of a Force Majeure Event;

- (1) Any major deviation from the proposal submitted by the Licensee that is not acceptable to the Authority shall be corrected on the Authority's Notice. Failure of the Licensee to do so shall be considered as the Event of Default on part of the Licensee.
- (2) Any representation made or warranties given by the Licensee under this License is found to be false or misleading.
- (3) The Performance Security has been encased and/or appropriated in accordance with clause and Licensee fails to replenish or provide fresh Performance Security within Cure Period of ten (10) days from the notice for the same.
- (4) Licensee failed to make any payment to Authority within the Period specified in this RFP or as specified by Authority.
- (5) Licensee submits to Authority any statement which is false in material particulars and which has a material effect on Authority's right, obligations or interests.
- (6) Licensee suspends or abandons the operations without the prior written consent of Authority, provided that the Licensee shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was as a result of Force Majeure Event and is only for the period such Force Majeure is continuing,
- (7) Licensee has caused any serious breach that has caused some irreparable harm to the Authority/ surrounding environment/ property or any other kind of damage done to the Authority's premises.
- (8) Licensee has failed to correct any damage within reasonable time given by the Authority.
- (9) Licensee repeatedly fails to carry out the activities as mentioned in the scope of activities as per this RFP.
- (10) Licensee is otherwise in Material Breach of the RFP or commits a default in complying with any of its other provisions.

8.11.2 Rights of Authority on Termination

Upon Termination of the License for any reason whatsoever, Authority shall have the power to:

- (1) Retain possession and control of Location forthwith in the original condition
- (2) Prohibit the Licensee and any person claiming through or under the License from entering upon the Location/ dealing with or any part thereof;
- (3) Appoint another licensee for the License.

8.11.3 Termination Payments

Notwithstanding anything to the contrary contained in this RFP, upon termination of the License, the Licensee shall not be entitled for any Termination Payment from the Authority.

8.12 Liability

In any event, SRFDCL shall not be held liable towards the Licensee for special or, indirect damages in connection with or arising out of the furnishing, performance or use of the services or deliverables provided by Bidder under the terms of this RFP.

8.13 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, local / regional / national / global 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 Contract.

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

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

8.14 Independent Licensee

Bidder shall be deemed to be acting as an independent Licensee of Authority and shall not be deemed to be an agent, legal representative, joint venture, partner, employee of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person/entity.

8.15 Understanding of terms

By submitting a proposal, each Bidder shall be deemed to acknowledge that it has carefully read all parts of this RFP, including all forms, schedules and annexes hereto, and has fully informed itself as to all existing conditions and limitations.

8.16 Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the bidder due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

8.17 Notification of Award

Prior to the expiration of the validity period, Authority will notify the successful bidder in writing or by fax or by email, that its proposal has been accepted. The notification of award will constitute the formation of the contract.

8.18 Failure to agree with the terms and conditions

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the contract to the next best value Bidder or call for new proposals.

8.19 Amendments

This RFP, together with the terms of the RFP and the Schedules, constitute a complete and exclusive statement of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

8.20 No Partnership

Nothing contained in this RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Licensee shall have any authority to bind the other in any manner whatsoever.

8.21 Miscellaneous:

8.21.1 Language

All notices required to be given under this RFP and all communications, documentation and proceedings which are in any way relevant to this RFP shall be in English language.

8.21.2 Ownership and Protection of Property

- i. Authority shall retain the title and ownership of any Location/site allotted by Authority to Licensee for purposes of carrying out Licensee's obligations in relation to the License. Such title and ownership of Authority of any such Location shall not pass to Licensee.
- ii. For the purpose of this RFP, the Licensee shall have rights to the use of the site as sole Licensee and protect the Facility created by Licensee subject to and in accordance with this RFP.

8.21.3 Vital Other Conditions:

- a) The bidder is expected to examine all the instructions, Forms, Terms & Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
- b) The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender Document.
- c) The bidder shall check all the pages of tender document and in the event of discovery of any discrepancy or missing pages, the bidder shall inform SRFDCL.
- d) Bidder, who desire to avail further clarification in any aspect of the mentioned tender may submit query on clarification at office@srfdcl.com till the date mentioned in the abstract. The clarifications and amendments, if needed will be uploaded on the website. Hard copy of queries will not be accepted. Queries received after due date and time will not be entertained.
- e) The decision taken by SRFDCL shall be final and binding to all the bidders in any aspect of the mentioned tender and the bidder shall have no claim in any form against SRFDCL

FORMATS FOR DOCUMENTS TO BE SUBMITTED

Annexure 1 (Forwarding Letter)

{On bidder's Letterhead}

Dated:

To,
Executive Director,
Sabarmati Riverfront Development Corporation Limited
2nd Floor, Riverfront House,
Behind H.K. Arts college,
Pujya Pramukh Swami Maharaj Marg (Riverfront – West), Ahmedabad-380 009

Sub: Submission of Bid for Provision, provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the West and East side of the Sabarmati Riverfront.

Dear Sir,

We are pleased to make our submission for the captioned subject RFP.

We are pleased to submit the following documents towards the same.

Envelope I: RFP Document Fee, EMD

Envelope II: Eligibility and Qualification documents

I am aware of the Authority's right to accept or reject any/all bids without giving any reason and upon rejection of bid, I shall not be entitled to any right with related to the Authority.

This offer is subject to all terms and conditions contained in the RFP document. We have not made any changes either directly or indirectly in terms and conditions of the RFP. In additions to terms and conditions of this RFP, I am not given any written or oral promise/assurance from SRFDCL.

I have thoroughly read and understand all the terms and conditions of this RFP and I promise to observe all the terms and conditions of this RFP. I have signed and stamped each and every page of this RFP document and submitted the same hereof.

Thanking You,

(Signature and name of Authorized Representative)

Annexure 2 (Bidder Information)

1. Bidder name and contact details:(Single)

Name of Bidder:

Type of Bidder:

(Proprietor/ Partnership Firm/ Company, etc.)

Telephone No:

Fax No:

E-mail:

Registered Office Address:

Mailing Address Line 1:

Mailing Address Line 2:

Mailing Address Line 3:

Annexure 3 (Financial Statement)
{On the letter head of Statutory Auditor}

1. The audited Annual Turnover and Net profit of M/s _____
for last three financial years are as follows;

Year	Turnover (Rs. Lakh)
2017-18 (audited)	
2018-19(audited)	
2019-20(audited)	
Average	

2. The Audited Net Worth of M/s _____ As on *current date* is
Rs. _____/- (Rs. _____ only)

Stamped and Signed by the Statutory Auditor

Annexure 4 (Statement Showing Ownership / Experience Details)

Sr. No.	Contract Name	No. of Electric kick scooters (e-scooters)s	Ownership/ Operation contract	Contract Start Date	Contract End Date	Supporting Document Attached (Contract document / Work order/ Completion Certificate / Ownership Documents

Annexure 5 (Format for Affidavit certifying that the Entity / Promoter/s / Director/s of Entity are not blacklisted)

(On Requisite Stamp Paper)

No Blacklisting Affidavit

I M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any State Government or Central Government / department / Corporation / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the _____ - (Bid submission Date).

We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the License Period. Dated this Day of, 2022

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Annexure 6 (Format for Power of Attorney of bidder appointing Designated Representative)

(To be provided on Requisite Stamp Paper and applicable only in case the Signatory to the Bid is not directly authorised to sign the bid)*

Dated:

To,
The Executive Director,
Sabarmati Riverfront Development Corporation Limited (SRFDCL),
Ahmedabad

Dear Sir,

RFP Ref.:

<**Bidder's Name**> hereby authorizes <**Designated Representative's Name**> to act as a representative of <**Bidder's Name**> for the following activities:

To attend all meetings conducted by Sabarmati Riverfront Development Corporation (SRFDCL), Ahmedabad or other entities associated for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the West and East side of their Sabarmati Riverfront as mentioned in the RFP.

To discuss, negotiate, finalize and sign any agreement and contract related to the project.

Yours Faithfully,

<**Signature and Name of appropriate authority of the bidder**>

<**Signature and Name of the Designated Representative of the bidder for acceptance of this Power of Attorney**>

For

<**Name of Bidder**>

* If the Bid Signatory is directly authorized, Board/Partner Resolution may be submitted.

Annexure 7 (Format for Bank Guarantee for Bid Security)

This Deed of Guarantee is made on this ____ day of _____, 2022 at _____ by _____ a Nationalized/Scheduled Bank and having its Head Office/Registered Office at _____ and a Branch Office at _____ (hereinafter referred to as "the Bank" or "the Guarantor", which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assignees) in favour of SRFDCL having Office at 'Riverfront House' _____ (hereinafter referred to as "Authority" which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns).

WHEREAS, the Authority undertook the process of competitive bidding in order to select the most desirable firm/company for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the West and East side of the Sabarmati Riverfront for which purpose Authority issued RFP document inviting Bids from the Bidders;

WHEREAS, [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated [date] for the execution of the Works (hereinafter called "the Bid").

In the event of any breach or non-performance of the following terms and conditions contained in the RFP document:

- (1) if the Bidder withdraws or modifies his Bid during the period of Bid validity specified in the RFP; or
- (2) if the Bidder refuses to accept the correction of errors in his Bid; or
- (3) if the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by SRFDCL, or
- (4) if the Bidder, having been notified of the acceptance of his Bid by the SRFDCL during the period of Bid validity and the bidder fails or refuses to execute the Agreement in accordance with the RFP documents;

The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to authority a sum of Indian Rupees without any protest or demur and upon receipt of first written demand from Authority, without having to substantiate his demand, provided that in his demand Authority will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 60 days after the date of expiration of the Bid Validity or as it may be extended by the bidder on a written request by the Authority, notice of which extension(s) to the Bank is hereby waived. Any

demand in respect of this Guarantee should reach the Bank not later than the above date.

The jurisdiction in relation to this Guarantee shall be the Courts at Ahmedabad and Indian Law shall be applicable.

The claim in respect of this Bank Guarantee shall be admissible/encashable at any of our Ahmedabad Branches.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this ____ day of _____ and year first herein above written.

Signed and delivered by the above named _____ Bank by
its Authorized Signatory as authorized by
Board Resolution passed on ____/
Power of Attorney dated [.....]

Authorized Signatory
Name:
Designation:

In the presence of:

- 1.
- 2.

Annexure 8 (Format Bank Guarantee for Performance Security)

To: _____ **[Name of Authority]**
_____ **[Address of Authority]**

WHEREAS _____
_____ **[Name and address of Licensee]** (Hereinafter called "the Licensee")
has undertaken, in pursuance of Agreement No. _____ dated _____ to execute
_____ **[Name of Agreement and brief description of Works]** (Hereinafter
called "the Agreement");

AND WHEREAS it has been stipulated by you in the said Agreement that the Licensee shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with Agreement; AND WHEREAS we have agreed to give Licensee such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Licensee, up to a total of Rs. _____ [amount of Guarantee]¹ _____ [amount in words] such sum being payable in the types and proportions of currencies in which the Agreement Price is payable, and we undertake in which the Agreement Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs. _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from Licensee before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Agreement or of the Works to be performed there under or of any of the Agreement documents which may be made between you and the Licensee shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date: _____

Signature and Seal of the guarantor: _____

Name of Bank: _____

Address: _____

Date: _____

¹ An amount is to be inserted by the Guarantor, representing the percentage of the Agreement Price specified in the Agreement, and denominated either in the currency of the Agreement or in a freely convertible currency acceptable to the Employer.

Annexure 9 (Service Conditions)

Service Conditions to be fulfilled and strictly adhered to by the Licensee with regard to Amenities during the provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the West and East side of their Sabarmati Riverfront

The below mentioned list prescribes the minimum standards to be maintained by the Licensee. Breach of such conditions shall attract penalty from SRFDCL commensurate with the nature of the breach and the License may be terminated. Repetitive breach despite of warning from the SRFDCL shall result in termination of License. Additional standards may be implemented keeping in view the particular situation and characteristics.

A. GENERAL

1. Obtain all the required Licenses/approvals/permits, etc. for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the West and East side of their Sabarmati Riverfront as per this RFP.
2. Comply with applicable labour laws.
3. Should maintain the cleanliness in all the area allotted for the activity.
4. Should take all necessary insurance required to operate the said activity and also submit the copies of the same to the Authority.
5. Should keep at all the time electric kick scooters (e-scooters) well maintained and carry out repair and maintenance activity from time to time.
6. The equipment used shall not be allowed to travel at a speed or in a way that causes a nuisance or damage to people or erosion to the river bank or property.
7. Complaint / Suggestions Register to be placed and maintained at the location.
8. Proper Signage shall be provided at allotted locations and the carrying capacity of the electric kick scooters (e-scooters) shall have to be clearly displayed so that it is noticeable by the public as well as regulatory agencies.
9. A first-aid box with standard supplies shall be made available at an easily accessible location.

B. STAFF QUALITY

1. Smart and clean Staff Uniforms along with face Mask considering any pandemic/epidemic viral situation.
2. Staff Welfare / Facilities
3. The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The personnel deployed shall be decent, courteous and without any adverse or criminal background. All the Licensee's personnel shall be required to possess ID card while working in SRFDCL's premises as per prevailing procedure. Access inside other premises of the SRFDCL's property shall not be allowed without prior approval from SRFDCL.

Annexure 10 (List of Approved Banks* for the Purpose of Providing Bid Security/Performance Security/RFP Document Fee)

- All Nationalized/Scheduled Banks. *In case of Bank Guarantee, BG issued by only Ahmedabad branch of the above banks would be accepted.*

Annexure 11 (Draft License Agreement)

This License Agreement ("the **Agreement**") made at Ahmedabad on this ___ day of _____, 2022.

BY AND BETWEEN

SABARMATI RIVERFRONT DEVELOPMENT CORPORATION LTD. (SRFDCL), an Special Purpose Vehicle (SPV) set up by Ahmedabad Municipal Corporation (AMC), an entity incorporated as a company under the Indian Companies Act, 1956 having its registered office at 2nd Floor, "Riverfront House", Behind H.K. Arts College, Between Gandhi & Nehru Bridge, Puja Pramukh Swami Maharaj Marg (Riverfront – West), Ahmedabad – 380 009 (Hereinafter referred to as the "**SRFDCL/Licensor**", which expression shall, unless repugnant to the context thereof, mean and include their heirs, successors, executors, administrators, assignees and legal representatives etc.) of the **First Part**.

AND

_____ (CIN: _____), a company within the meaning of Companies Act, 2013 having its registered office at the _____ (hereinafter referred to as the "**Licensee**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its promoters, members, successors and permitted assignees) of the **Second Part**.

The SRFDCL and the Licensee may hereinafter be individually referred to as a "**Party**" and collectively as "**Parties**".

WHEREAS:

- A. As a part of the development of the SRFD Project Area, SRFDCL had invited Request for Proposal dated _____ for "Selection of Licensee for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront" (the "**Project**")
- B. SRFDCL had issued a Work Order No. _____ dated _____ and permitted the ___ company for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront, Ahmedabad, as more specifically described in **First Schedule** hereunder written, subject to compliance of the terms contained in the RFP, Work Order and payment of License Fee hereunder written;
- C. The _____ has accepted the Work Order Vide Letter of Acceptance No. _____ dated _____.

D. In view of the aforesaid, the SRFDCL and the Licensee have agreed to execute these presents on the terms and conditions and in the manner as set forth hereinafter.

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

DEFINITIONS:

In this Agreement (including the Recitals above and the Schedules and Annexure hereto), except where the context otherwise requires, the words and expressions used therein shall have the following meaning:

“License Agreement” or “Agreement” or “Contract” shall mean the Agreement between the SRFDCL (hereinafter to be referred as “SRFDCL/Licensee”) and the Successful Bidder (here in after referred as the “Licensee”) which allows the Licensee for provision, operation and management of providing electric scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront against the License Fee paid by the Licensee to SRFDCL and in accordance with the Terms and Conditions of the RFP, Work Order and the License Agreement. The RFP document, Work Order, any amendment and any communication by SRFDCL shall be deemed to form and be read and construed as part of this Agreement.

“Applicable Law(s)” shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government (Central or State), Statutory Authority, tribunal, board or court as may be applicable from time to time for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront;

“Applicable Permits” or “Applicable Approvals” shall mean any and all permissions, clearances, developments, authorizations, consents, no-objections, approvals and notifications for and in respect of the provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront from any Concerned Authority as may be applicable but for the purposes of this Agreement excludes the applicable permits required to be obtained by the SRFDCL under this Agreement;

“As is where is’ basis” means Licensee shall be granted the bare space on ‘as is where is basis’ and the Licensee shall at his own cost, charges and expenses may do temporary modifications with the prior written approval of the SRFDCL and concerned/applicable/appropriate authority. No modifications/improvement of

permanent nature are allowed. Licensee shall not be entitled to any compensation for any additions carried out by them.

“Commencement Date” means the date of commencement of License period for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront, Ahmedabad.

“Concerned Authority” or “Applicable Authority” or “Competent Authority” shall mean Government of India, Government of Gujarat, any other Government Authority, Ahmedabad Municipal Corporation (“AMC”), Central or State, Statutory Body, Local Authority, Planning Authority or any Authority designated under any enactment or rules made thereunder for approving and regulating the provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront;

“Damages” shall mean any claim of the SRFDCL against the Licensee for breach of this Agreement, including but not limited to damages of facility, dues, arrears any or all present and future outgoings, municipal corporation taxes, rates, levies, or by any other name etc. against which the Licensee shall be entitled to claim and adjust the Performance Security. The type/nature/amount of the breach/damages shall be decided by the Competent Authority after the assessment of the damage.

“Performance Security” shall mean Performance Security @ 10% of the value of the Annual License Fees quoted for the first year in the form of DD or Bank Guarantee in favour of Sabarmati Riverfront Development Corporation Ltd. and payable at Ahmedabad from a nationalized/ scheduled Bank to be paid on or before signing of Agreement. Performance Security shall be valid up to the end of License Period and 60 days thereafter. The Bank Guarantee as Performance Security shall be encashable in any branch of that Bank at Ahmedabad.

“License” means the rights granted by the SRFDCL to the successful bidder for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront in Ahmedabad City, based on the Terms and Conditions of the License Agreement for the period of three years from the completion of 15 days from the date of Work Order or from the start of operations, whichever is earlier and the License Period may be further extendable for 2 (two) years, one year at a time if performance of agency is satisfactory.

“License Fee” means the license charges payable by the Licensee to the SRFDCL as per Terms & Conditions of the License Agreement, RFP and Work Order exclusive of

any kind of Central or State Taxes, local levies, statutory dues, etc. that may be payable by the Licensee as per prevalent law.

"License Period" shall mean the tenure of the License Period of three years from the completion of 15 days from the date of Work Order or from the start of operations till the early termination of the License Period or expiry of the License Agreement, whichever is earlier and the License Period may be further extendable for 2 (two) years, one year at a time if performance of agency is satisfactory.

"INR", "Rs." or "Rupees" refers to the lawful currency of the Republic of India.

"Taxes" shall mean all taxes, duties, fees etc. payable as per applicable laws in India in connection with the provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront Project.

"Termination of the License" means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this Agreement.

"Effective Date" shall mean the date of execution of this Agreement.

Note: Above is not intended to be an exhaustive list of definitions and is given only for guidance.

2. GRANT OF LICENSE:

The License for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront, Ahmedabad has been offered to the Licensee.

3. APPLICABLE RESERVATIONS:

The License has been granted to the Licensee for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront in Ahmedabad City (excluding prohibited activities detailed in Appendix-I):

4. COMMENCEMENT AND TENURE OF LICENSE PERIOD:

4.1. The License Period shall be of three years from the start of operations or from the completion of 15 days from the date of Work Order, whichever is earlier and the license period may be further extendable for 2 (two) years, one year at a time if performance of agency is satisfactory.

- 4.2. After completion of three years and which may be further extendable for 2 (two) years, one year at a time of License or upon early termination, the Licensee shall not reserve any rights for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront. The SRFDCL shall have right to call for fresh proposal for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront.
- 4.3. The Licensee shall remove his assets on the designated location on the West and East side of the Sabarmati Riverfront, Ahmedabad on the expiry of License Period or on termination of the License Agreement at his own cost and vacate the designated location.
- 4.4. In case of breach of License Agreement or if the licensee is desirous of terminating the license agreement without serving any intimation/notice period or shorter intimation/notice period than 30 days', the agreement shall have deemed to be terminated on completion of such improper intimation period. In such cases, complete advance License Fee and Performance Security paid by the Licensee shall be forfeited. Balance outstanding dues, if are more than Performance Security, then it shall be also recoverable from the Licensee before Licensee is permitted to remove their assets/establishment(s) or else SRFDCL will seize their property treating as "Zero" or "Nil" value. SRFDCL shall be free to dispose of the said property/goods in whatsoever manner it deems fit. Licensee shall have no claim for compensation of consideration/damages in this regard.

5. LICENSE FEE:

- 5.1. The License Fees for provision, operation and management of providing electric scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront, Ahmedabad is Rs. _____ exclusive of taxes.
- 5.2. The Licensee agrees voluntarily and unequivocally to make all payments to SRFDCL as may be due before the due date, without waiting for any formal intimation/advice from SRFDCL. The Licensee also irrevocably agrees that the Annual License Fees shall be escalated at 10% per annum every year thereafter for the remaining years.
- 5.3. The License Fee is to be paid quarterly for the entire Contract Period. The license fee has to be paid strictly within 7 days of starting of the respective quarter and increased at the rate of 10% on the Annual License Fees of the previous year.

- 5.4. Late payment of License Fees would attract a late fee of Rs. 1000/- per day of delay from first day after the permissible period till 15th day. Any delay beyond the initial 15 days shall attract Liquidated Damages of Rs. 2000/- per day from 16th day upto 30th day.
- 5.5. Licensee shall periodically advise the details of payment deposited with SRFDCL.
- 5.6. Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee's Event of Default under this Agreement and shall entitle SRFDCL to terminate the License Agreement.
- 5.7. License Fee is to be paid quarterly for the entire Contract Period. The license fee shall be paid within 7 days of starting of the respective quarter. The decision of SRFDCL on behalf of AMC in this regard shall be deemed final.
- 5.8. To make regular payment of Upfront License Fees to the SRFDCL. In case of default, the License Agreement may be terminated. In this regard, the decision of SRFDCL on behalf of AMC shall be deemed final.
- 5.9. The License Fees shall be paid by the Licensee through suitable electronic mode, as per the instructions of SRFDCL. License Fee is to be paid quarterly for the entire Contract Period. The license fee shall be paid strictly within 7 days of starting of the respective quarter and increased at the rate of 10% on the Annual License Fees of the previous year. If the amount of Annual License Fees is not paid within the stipulated time, then, SRFDCL may take necessary legal actions against such default. In this regard, the decision of SRFDCL on behalf of AMC shall be deemed final.
- 5.10. The Licensee shall not be excused from the payment of License Fees for non - operation due to any reason whatsoever.
- 5.11. In case the activity has to be stopped due to any administrative reasons by any authority, in such case the licensee shall not claim dues from SRFDCL for the loss of business.

6. PERFORMANCE SECURITY:

- I. Performance Security @ 10% of the value of the Annual License Fees quoted for the first year in the form of DD or Bank Guarantee in favour of Sabarmati Riverfront Development Corporation Limited and payable at Ahmedabad from a nationalized/ scheduled Bank to be paid on or before signing of Agreement. Performance Security shall be valid up to the end of License Period and 60 days

thereafter. Such revised Bank Guarantee should be valid for 12 months and so on.

- II. Late payment of Performance Security would attract a late fee of Rs. 1000/- per day.
- III. Non-payment of Performance Security within the stipulated time shall constitute Material Breach of Contract and Licensee's Event of Default and shall entitle SRFDCL to terminate the License Agreement
- IV. The Bank Guarantee as Performance Security shall be encashable in any branch of that Bank in Ahmedabad.
- V. In absence of renewal of Performance Security within the stipulated time, the SRFDCL retains the right to invoke the existing Performance Security and confiscate the proceeds.
- VI. In the event that start of operations is delayed beyond 1 month for any reason, steps should be taken to keep the Performance Security in sync with the annual license period. The licensee shall comply with the SRFDCL's requirement in this regard.
- VII. The Performance security shall not bear any interest and the Licensee shall not have any claim on the interest on Performance security.
- VIII. Provided that if the License Agreement is terminated due to any Event of Default other than Licensee's Event of Default, the Performance Security shall, subject to SRFDCL's right to receive amounts, if any, due from Licensee under this License Agreement, be duly discharged and released to Licensee.
- IX. In the event of the encashment of the Performance Security by SRFDCL pursuant to Encashment Notice issued, Licensee shall within 10 (ten) days of the Encashment Notice, furnish fresh Performance Security to SRFDCL, failing which the SRFDCL shall be entitled to terminate this License Agreement. The SRFDCL shall be entitled to encash the Performance Security fully or partially as the case may be through notice of 30 (thirty) days' if any Event of Default not being remedied by the Licensee despite notice from the SRFDCL.
- X. Whenever any claim against the Licensee for payment of sum of money arises out of or under the Contract, SRFDCL shall be entitled to recover such sums or any sum then due or which at any time there may become due from the Licensee under this contract from Performance Security with the SRFDCL.

Should this sum be not sufficient to cover the recoverable amount, the Licensee shall pay to the SRFDCL on demand the balance remaining due.

7. TAXES AND OTHER STATUTORY DUES:

- a. GST and other taxes, as applicable from time to time, shall also be borne by Licensee.
- b. All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and shall have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify SRFDCL from any claims that may arise from the statutory authorities in connection with this License Agreement.
- c. Payment of all charges, lawyer's fees, stamp duties etc. for registration of License Agreement shall be borne by Licensee only.

8. SCOPE OF THE WORK AND SPECIAL CONDITIONS OF LICENSE

A. Scope of Work under the License:

The scope of the work of the Licensee being granted the License for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront under this RFP shall be as follows:

1. The Licensee shall manage/create the electric charging points on its own expense and bear the required electric charges. The said charging points provided by the Authority shall be temporary at the given location. SRFDCL/AMC shall not be responsible for the same whatsoever.
2. The Licensee shall be required to arrange for all the equipment for first aid, passenger/rider safety, etc.
3. Licensee shall be required to obtain all necessary approvals and clearances for carrying out the activities for this License.
4. Performance and fulfillment of all other obligations incidental to and supporting the above.
5. Licensee shall take responsibility of taking insurance for his property and its staff/ visitors insuring them for all risks and accidents SRFDCL shall not be responsible for any adverse situation arising from accident or any such event taking place.

B. Special Conditions of the License

1. The responsibility of safety of all the visitors/passengers/riders using such service shall be of the Licensee and in no event SRFDCL/AMC shall be held

responsible or liable for payment of any damages. The Licensee shall be required to take adequate insurance as per Clause 7.2 to cover such risks.

2. The Licensee shall immediately notify and report all minor/ major accidents at the site to the Authority.
3. Licensee shall not sublet, transfer or assign the services or any part thereof to others. No other person shall be entitled to use the premises or any part thereof of the premises.
4. The Authority or its authorized representatives shall have access at all hours to the site or any part thereof and inspect the services provided by the Licensee.
5. Any employee/staff of the Licensee or any equipment/material used by the Licensee not deemed fit for any reasons by the Authority shall be removed immediately from the Facility. The Authority shall have right to inspect the equipment/assets used for the Facility.

9. OBLIGATIONS AND UNDERTAKINGS:

In addition to and not in substitution of any of the obligations set out elsewhere in this RFP, the Parties shall agree and undertake as under:

The Licensee shall at its own cost and expense:

- (a) Provide for all the assets, infrastructure and manpower required for provision, operation and management of providing electric kick scooters (e-scooters) sharing on rental basis on the west and east side of the Sabarmati Riverfront including ticket booths (not more than 10 Sq. meters) as per the terms and conditions of this RFP and the proposal submitted by Licensee. If any property tax arises in future due to amendments in taxes or by any other means, licensee is liable to pay any such govt. taxes to the concerned department. Also note, prior written approval must be taken from SRFDCL before setting up the ticketing window.
- (b) Manage the Facility and construct the other infrastructure including all construction, repair and replacement works in full operational condition during the License Period.
- (c) Ensure no queue of visitors/passengers/riders during peak hours and peak season by providing adequate number of equipment of all types as mentioned in the RFP summary.
- (d) Compulsorily issue tickets to each user of the facility. SRFDCL shall inspect the record regularly and in case of any fraud or default in maintaining the record, SRFDCL shall terminate the Agreement with immediate effect and the entire amount of Performance Security and License Fees shall be forfeited. SRFDCL may also take legal action against the Licensee for such fraud/default.
- (e) Pay taxes and duties on revenue from the operations regularly as per statutory requirements.

- (f) Obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance with thereof at all times for execution of its obligations.
- (g) The Licensee shall be responsible for ensuring that any existing utility on, under, above, adjacent, adjoining or near the Facility is kept in continuous satisfactory use, if necessary, by the use of suitable temporary or permanent diversions with prior approval of the Authority.
- (h) Strictly adhered to the routes and area under circulation as well as time period of Facility operation as specified in RFP summary all times during the License Period.
- (i) Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and Systems used for the purpose of this License.
- (j) The Licensee shall not stop or hinder the Authority or a representative of the Authority to step into this licensed location at the Authority's discretion, in place and substitution of the Licensee in the Event of Termination pursuant to the provisions of this RFP.
- (k) Take all reasonable precautions for the prevention of accidents at the Facility and the Location and the surrounding environment.
- (l) Strictly adhered to the Performance Standard as specified in Annexure 9 all time during the Licensee Period.
- (m) Make timely payment of the damages occurred due to violation in the performance standards.
- (n) Not to place or create nor to permit any person claiming through or under the Licensee to create or place any nuisance over all or any part of the Location/ Facility, or on any rights of the Licensee therein, save and except as expressly set forth in this RFP;
- (o) Take insurance as per the clause 7.2 and maintain the same all time during the License Period.
- (p) The expenses for water, electricity, etc. shall be arranged and borne by the Licensee, if any.
- (q) Undertake, do and perform all such acts, deeds and things as may be necessary or required to adhere to the obligations under and in accordance with this RFP;
- (r) Make available for inspection by Authority or any authorized person of the Authority, copy of RFP and proposal as submitted to the Authority, Agreement and copies of all documents relating to safety and its safety standards free of charge.
- (s) Licensee shall keep the premises clean and shall ensure proper disposal of any kind of waste generated.
- (t) The Licensee voluntarily and unequivocally agrees not to seek any claims, damages, compensations or any other consideration whatsoever on account of implementing the instruction issued by the officer of concerned authority, electrical inspector, security officer or their authorized representatives from time to time.

- (u) Licensee and its employees or other persons involved in the execution of the work shall not in any way impinge on the safety and security of the premises, visitors' convenience, and SRFDCL's assets.
- (v) In case of serious accident caused due to negligence of the Licensee, resulting in injury, death to visitor or SRFDCL's employees or loss to SRFDCL's property, it shall constitute Material Breach of Contract and considered as Licensee Event of Default that shall entitle SRFDCL to terminate the License Agreement with 30 days' written notice.
- (w) The Licensee shall, in the event of any accident, incur any expenditure or take any other action as necessary (in accordance with Good Industry Practices).
- (x) The Performance Evaluation of Licensee in the form of joint inspection shall be held at the end of every year during License Period or as scheduled by the SRFDCL or the Concerned Authority. Discrepancy noticed or instructions issued by SRFDCL shall be rectified/complied by Licensee within a period of 15 days, failing which SRFDCL reserves right to impose fine/penalty as deemed fit by SRFDCL or the Concerned Authority. Deliberate or willful noncompliance of SRFDCL's written instructions shall constitute Material breach and Licensee Event of Default that shall entitle SRFDCL to encash Performance Security and or terminate License Agreement after giving 30 days' notice to the Licensee. Such termination of License Agreement and forfeiture of Performance Security by SRFDCL after adjustment of all dues whatsoever shall be without prejudice to any other damages, rights or remedies applicable under law in its favour. In the event, performance of Licensee is not found satisfactory, the SRFDCL has full discretion to terminate the Agreement subject to SRFDCL'S and AMC's right to receive any dues or damages, if any. The overall control and supervision shall remain vested with SRFDCL who shall have the right of inspection as and when considered necessary, with respect to its Bonafide use and in connection with fulfilment of the other terms and conditions of the license agreement. SRFDCL reserves the right to enter their given location to repair and replace the fixtures provided by/of SRFDCL.
- (y) The Licensee recognizes and acknowledges the fact that the Project is intended to provide a public facility and the Licensee shall have no right to prevent, impede or obstruct any bona fide users from using the Project Facility, save for regulating such usage under the terms of this Agreement. Under exceptional circumstances, if the Licensee apprehends any detriment to the Facility, it shall seek instructions from the SRFDCL, whose decision in this regard shall be deemed final.
- (z) Further, SRFDCL can impose the fine/penalty on Licensee as deemed fit on the following offenses:
 - i. Licensee's staff found in drunken condition/ indulging in bad conduct.
 - ii. Any staff of the Licensee found creating nuisance on duty.
 - iii. Improper maintenance & defacement of the Property.
 - iv. Misbehavior with staff of SRFDCL, other occupants and visitors.

- v. Not following safety and security norms as indicated by SRFDCL/AMC/Government of Gujarat or any other Concerned Authority.
 - vi. Any staff of the Licensee found without ID Card.
 - vii. Not following the instructions issued by SRFDCL/AMC/Government of Gujarat or any other Concerned Authority from time to time.
 - viii. Not following the rules, regulations or guidelines by Concerned Authority regarding the ongoing Pandemic or any future emergencies.
- (aa) The option to impose fine, penalty, etc. under this License Agreement shall be exercised by SRFDCL on behalf of AMC.
- (ab) On any operational ground/administrative exigency, the SRFDCL may ask the Licensee to vacate their given area/location. Thereupon, the SRFDCL shall refund the Performance Security without interest after adjusting damages & dues and balance License Fee on pro-rata basis. The Licensee unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration on this account on whatsoever reason.
- (ac) No tenancy/sub-tenancy is being created by SRFDCL in favour of Licensee under or in pursuance of this Agreement and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:
- (i) The Licensee shall not have or claim any interest in the said area given as a tenant/sub-tenant or otherwise.
 - (ii) Neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between SRFDCL on the one hand and Licensee on the other hand in connection with and/or relating business to be operated by Licensee at the said location.
- (ad) Licensee shall not sub-lease, assign any of its rights, or interest in this Agreement in favour of any company/person(s) at any time and for any reasons whatsoever.
- (ae) Licensee shall be liable and responsible for compliance of all statutory requirements as may be applicable in respect of the operation of the facility and the area given.

10. INDEMNITY AND INSURANCE:

I. Indemnity

- a. The Licensee hereby undertakes to indemnify and hold the SRFDCL harmless against all costs, damages, liabilities, expenses arising out of any third-party claims relating to non-completion of the fit-out; quality of the fit-out and any other activities.
- b. The Licensee hereby undertakes to indemnify the SRFDCL against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and

completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.

- c. The Licensee hereby undertakes to indemnify and hold the SRFDCL harmless against all costs, damages, liabilities, expenses arising out of any third-party claims relating to operations of the given area and the facility.
- d. The Licensee hereby undertakes that the SRFDCL shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Licensee or any of his/her contractors/sub-contractors. The Licensee shall indemnify and keep indemnified the SRFDCL against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- e. The Licensee shall comply with all the provisions of the applicable laws. Licensee shall indemnify the SRFDCL for any loss and damages suffered due to violation of its provision.
- f. The Licensee hereby indemnifies the SRFDCL against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Licensee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- g. The Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the facility and given area. Licensee hereby undertakes to carry out police verification of its employees and submit copy of same to SRFDCL, in accordance with SRFDCL's policies or any other rules, regulations and guidelines by Concerned Authority prevalent at that time.
- h. The Licensee shall indemnify the SRFDCL from any claims that may arise from the Statutory Authorities against any Statutory taxes, Statutory dues, local levies, etc. in connection with this License Agreement.
- i. The Licensee shall indemnify the SRFDCL from any damage charges to be incurred if the given area has not been handed over to the SRFDCL in good condition as required under this agreement.
- j. The Licensee shall indemnify the SRFDCL from any serious accident caused due to negligence of the Licensee, resulting in injury, death to visitors or the SRFDCL employees or loss to property of the SRFDCL.

- k. The Licensee shall be liable for and shall indemnify, protect, defend and hold harmless the SRFDCL, officers of the SRFDCL, employees, advisors, consultants, representative(s) and agents 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 Licensee to discharge its obligations under this Agreement and to comply with the provisions of Applicable laws and Applicable Permits.
- l. The Licensee shall indemnify and keep indemnified the SRFDCL for any losses/penalties on this account levied by any judicial/statutory authorities/courts, in case, the Licensee misused all liabilities for mis-user charges and mis-user proceedings.
- m. Insurance and Waiver of Liability: The Licensee shall bear the cost, throughout the term of the License Agreement, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in the given area of the SRFDCL, including death or injury caused by the sole negligence of the Licensee or the Licensee's failure to perform its obligations under the agreement. The Licensee shall submit to the SRFDCL, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the licensee agrees and undertakes to indemnify and hold the SRFDCL harmless against any and all liabilities. Losses, damages, claims, expenses suffered by the SRFDCL as a result of such default by the Licensee.

II. Insurance

a. Insurance during the License Period

If during this period any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Licensee and SRFDCL/AMC shall not be liable for any such claims. The Licensee shall be responsible for the payments arising out of any Third-Party claims. The Licensee shall indemnify SRFDCL/AMC against any such third-party claim and is required to procure insurance for meeting such liabilities at Licensee's own cost.

In general, the Licensee shall, at its cost and expense, purchase and maintain during the License Period, such insurances as are necessary at the time of starting of operations, including but not limited to the following:

1. Licensee's all risk insurance;
2. Procure Comprehensive third-party liability insurance including injury or death to staff of Licensee, Authority and Users who may enter the Facility/Location and mentioned the Authority as beneficiary.
3. Workmen's compensation insurance;

4. Any other insurance that may be necessary to protect the Authority/Licensee, its employees and its Facility (against loss, damage or destruction at replacement value) including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).

Licensee shall, from time to time, provide to the Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained in accordance with this RFP.

b. Application of Insurance Proceeds

- i. All money received under insurance policies shall be promptly applied by the Licensee towards claims of Users, visitors, staff of Authority or Licensee who face injuries or death and repairs, renovation or restoration or substitution of the Facility or any other asset, infrastructure, etc. or any part thereof as the case may be which may have been damaged or destroyed.
- ii. Licensee shall carry out such towards repairs or renovation or restoration or substitution to the extent possible in such manner that the damaged Facility/ asset/ matter after such repairs or renovation or restoration or substitution be as far as possible in the same as they were before such damage or destruction.

c. Validity of Insurance Cover

The Licensee shall pay the premium payable on such insurance policy (ies) so as to keep the policy(ies) in force and valid throughout the License Period and furnish copies of the same to the Authority. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 Days' clear notice of cancellation is provided to the Authority in writing.

11. 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 defence 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 Contract.

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

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

12. EVENT OF DEFAULT AND TERMINATION OF LICENSE AGREEMENT:

Licensee's Events of Default:

Any of the following events shall constitute an event of default by the Licensee ("Licensee Event of Default") unless such event has occurred as a result of a Force Majeure Event;

- a. Any major deviation from the proposal submitted by the Licensee that is not acceptable to the Authority shall be corrected on the Authority's Notice. Failure of the Licensee to do so shall be considered as the Event of Default on part of the Licensee.
- b. Any representation made or warranties given by the Licensee under this License is found to be false or misleading.
- c. The Performance Security has been encased and/or appropriated in accordance with clause and Licensee fails to replenish or provide fresh Performance Security within Cure Period of ten (10) days from the notice for the same.
- d. Licensee failed to make any payment to Authority within the Period specified in this RFP or as specified by Authority.
- e. Licensee submits to Authority any statement which is false in material particulars and which has a material effect on Authority's right, obligations or interests.
- f. Licensee suspends or abandons the operations without the prior written consent of Authority, provided that the Licensee shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was as a result of Force Majeure Event and is only for the period such Force Majeure is continuing,

- g. Licensee has caused any serious breach that has caused some irreparable harm to the Authority/ surrounding environment/ property or any other kind of damage done to the Authority's premises.
- h. Licensee has failed to correct any damage within reasonable time given by the Authority.
- i. Licensee repeatedly fails to carry out the activities as mentioned in the scope of activities as per this RFP.
- j. Licensee is otherwise in Material Breach of the RFP or commits a default in complying with any of its other provisions.
- k. If the Licensee is found to be violating the list of prohibited activities as per Appendix-I.

Termination of License agreement by SRFDCL:

- a. In case of any default, the SRFDCL may give to the Licensee 30 (Thirty) Days' time to cure the default prior to considering the events specified therein as Licensee's events of default and in the event the Licensee remedies the default to the satisfaction of the SRFDCL within the cure period, the event shall not be considered as a Licensee Event of Default.
- b. On operational ground or any other Administrative Exigencies: SRFDCL reserve the rights to terminate License Agreement by giving 30 (Thirty) Days advance notice in such exigency. License Agreement shall stand terminated and Licensee shall be refunded the balance License Fee on pro-rata basis and balance Performance Security after adjusting outstanding dues, if any. Licensee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. Licensee shall remove his belongings from SRFDCL's premises within 30 days of issue of termination letter, failing which these belongings shall become property of SRFDCL. SRFDCL shall be free to use/ dispose-off/retain these belongings in whatever manner as deemed fit. Licensee shall have no claim, compensation or consideration on any account of these belongings.
- c. In the event of Licensee's Event of Default, the Performance Security may be returned subject to SRFDCL's rights to receive any amount due or damages from the Licensee. If in case, the amount due or the amount of damages is higher than the Performance Security, then, the Licensee shall have to pay the dues/damages accordingly. In this regard, the decision of SRFDCL shall be deemed final.
- d. In the event of Licensee failing to cure the Default, SRFDCL shall be entitled to terminate the License Agreement after issuing 30 days' termination notice and shall be free to forfeit Performance Security after adjustment of all dues payable

by the Licensee what so ever and take such other action available to it under this Agreement and as per Law. The utilities being provided to the Licensee may be disconnected after 15 days of termination notice if the Licensee fails to deposit the outstanding dues.

- e. The Licensee shall take away all his articles and hand over the space to SRFDCL on or before the 30 days' grace period from date of issue of termination notice otherwise SRFDCL shall take over the possession of the property goods and all the belongings/inventory/property/installations/fittings/furniture/goods etc. shall be vested with SRFDCL at Zero/Nil value. Further, SRFDCL shall be free to dispose of these goods by any procedure as deemed fit or SRFDCL may retain the possession of the property goods and all the belongings/inventory/property/installations/fittings/furniture/goods etc. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration thereafter in future.
- f. The Licensee shall vacate the premises within 30 days of termination of the License Agreement. A certificate from SRFDCL or its authorized representative in proof of Licensee having vacated the site shall be required to be submitted by the Licensee. Any claim of vacation/non-vacation without the endorsement of SRFDCL or its authorized representative shall not be entertained.

13. OTHER CONDITIONS:

- a. After termination/expiry of License period or due to force majeure events, Licensee shall forthwith vacate the said premises and remove movable item, equipment or appliances as well as its personnel from the said premises without causing any damage to the property of the SRFDCL.
- b. On termination of License Agreement in the Event of Default by Licensee, SRFDCL shall forfeit Performance Security and advance License Fee paid by Licensee after adjustment of all dues/damages etc. under this agreement without prejudice to rights and remedies applicable under the law.
- c. Termination of this Agreement shall not release Licensee from its obligation to pay any sums then owing to the SRFDCL nor from the obligation to perform or discharge any liability that had been incurred prior thereto.
- d. After completion of tenure of license/pre-mature termination, Licensee voluntarily agrees to remove all his belongings/equipment installed by Licensee in the given area within 30 days' grace period from date of issue of termination of License Agreement, failing which, it shall become sole property of SRFDCL at zero/nil value and SRFDCL shall be free to do as it deems fit with the same.

Licensee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account.

- e. All third party agreements, entered by Licensee, shall stand terminated on expiry of agreement between SRFDCL and Licensee.
- f. Rights of SRFDCL on Termination: SRFDCL shall not 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 Licensee in connection with given area or the facility.
- g. SRFDCL's Right to Re-tender the given area on Termination:
 - a. SRFDCL shall have right to re-tender the given area on termination of this Agreement for any reasons whatsoever.
 - b. After completion of License period, the Licensee shall not reserve any rights to the given area.
 - c. SRFDCL if it deems necessary shall also have right to seal or lock the given area upon termination.

14. DISPUTE RESOLUTION:

- a. 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.
- b. 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 Licensee; and
 - c. The two Arbitrators so appointed shall jointly appoint the third Arbitrator who will be the Presiding Arbitrator.
- c. 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.

- d. 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.
- e. 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.

15. MISCELLANEOUS:

- a. Licensee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Licensee and these personnel shall at no point of time be construed to be employees of SRFDCL and the Licensee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Licensee shall indemnify SRFDCL from any claims that may arise in connection with above.
- b. **Employees conduct:**
The Licensee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Licensee shall be required to furnish declaration to SRFDCL with respect to all his personnel deployed. All the Licensee's personnel shall be required to possess ID card while working in SRFDCL's premises as per prevailing procedure. Access inside other premises of the SRFDCL's property shall not be allowed without prior approval from SRFDCL.
- c. **Misuse:**
The Licensee shall use the granted area under the agreement only for the services under the specified category, except activities and items prohibited as per Appendix-I of this agreement, and shall not use the same for any other purposes. In case, the Licensee carries on any business or uses the given area for any other purposes other than the specified category the Licensee shall deem to have been misused and SRFDCL shall immediately terminate the said agreement. All liabilities for mis-user charges and mis-user proceedings; if so initiated shall be that of the Licensee only. The Licensee shall indemnify and

keep indemnified SRFDCL for any losses/ penalties on this account levied by any judicial/statutory authorities/courts.

d. Signage:

- i. The Licensee shall have the right to put up signage's of size as approved by the SRFDCL displaying the generic name. The signage needs to confirm to all governmental laws, regulations or ordinance relevant thereto and levy tax either from AMC/Government as applicable is to be paid by Licensee.
- ii. The Licensee shall obtain a written approval from SRFDCL before putting up any form of signage and SRFDCL reserves the right to refuse or to suggest an alternation to the same. The signage shape and location etc. are subject to architectural controls to be issued by SRFDCL.
- iii. Placement of Signage without the permission of SRFDCL or placement in non-approved locations shall attract a penalty on Licensee as deemed fit by the SRFDCL. In case of persistence default, SRFDCL reserve the right to terminate the agreement with forfeiture of the Performance Security and advance license fee paid in its favour after adjustment of all dues whatsoever.

e. Notices:

SRFDCL and Licensee voluntarily and unequivocally agrees –

- i) That any notice to be served upon SRFDCL shall be sufficiently served to the correct communication address given below:

General Manager (Admin & Finance)
Sabarmati Riverfront Corporation Limited (SRFDCL)
2nd Floor, "Riverfront House",
Behind H.K. Arts College,
Between Gandhi & Nehru Bridge,
Pujya Pramukh Swami Maharaj Marg (Riverfront – West),
Ahmedabad – 380009

- ii) That any notice which may be required to be served upon the Licensee shall be served and given through delivery by Registered AD/ Speed Post/ Courier at the Address given above clause of the License Agreement or delivered in person by the authorized representative of SRFDCL.
- iii) That any notice or correspondence under the terms of this License Agreement shall be in writing by Registered post/Speed Post/Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the Authorized person or by SRFDCL's duly authorized representative.
- iv) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

16. The Court at Ahmedabad shall have the exclusive jurisdiction to try all disputes between the parties arising out of this Agreement.

17. The Licensee shall bear stamp duty, registration fees and other related charges exclusively.
18. The Licensee shall execute the License Agreement with SRFDCL and the same shall be registered with the concerned Sub-Registrar of Assurances, in Duplicate. The original Agreement shall be retained with SRFDCL and Duplicate shall be handed over to the Licensee.

Annexure 12 (Undertaking) On non-judicial stamp paper

To,
The Executive Director,
Sabarmati Riverfront Development Corporation Limited,
2nd Floor, Riverfront House,
Behind H.K. Arts college,
Pujya Pramukh Swami Maharaj Marg (Riverfront – West), Ahmedabad -380 009.

Dear Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions
3. I/We confirm that we also declare that our firm / agency / company doesn't have any existing litigation, never blacklisted, and terminated by any client in India.
4. I/We confirm that we never filed any lawsuits or requested arbitration with regard to any contract within the last five years. No judgment, claim, arbitration proceeding or suit pending or outstanding against us or our officers. Bankruptcy was never filed by us, our subsidiaries, or our parent companies. We were never cited by any regulatory agency for a safety violation in the last five years.

(Signature of the bidder) Name, Designation and Address
(With seal)

Annexure 13 (Order for Arrangement of Documents in the Technical Bid:)

- i. Signed / stamped copy on each page of the tender document as token of acceptance of all the terms & condition of the entire tender document
- ii. Signed/stamped copy of PAN Card & VAT Registration Certificate and No.
- iii. Signed/stamped copy of audited Balance Sheet and Profit & Loss a/c for last 3 years (i.e. 2017-18, 2018-19 & 2019-20)
- iv. Signed / stamped copy of GST registration letter / certificate and GSTIN.
- v. Signed / stamped copy of the P.F. registration certificate
- vi. Signed / stamped copy of the E.S.I. registration certificate.
- vii. Signed / stamped copy of valid Registration Number under Contract Labour Act and under any other Acts / Rules
- viii. Signed / stamped copy of Experience certificates.
- ix. Undertaking on stamp paper.
- x. Other documents/supporting as mentioned in the entire tender document and T & C
- xi. All documents should be numbered continuously

Annexure 14: (FORMAT FOR FINANCIAL BID)

Financial Bid is not to be submitted in the physical form and it has only to be submitted online

To,
The Executive Director
Sabarmati Riverfront Development Corporation Limited (SRFDCL),
Ahmedabad

Sub: Financial Bid with respect to RFP.

Dear Sir,

With respect to above mentioned subject, our financial bid (exclusive of all taxes, duties, cesses etc.) is as per the following table. I have thoroughly read and understood the RFP conditions and agree to abide by the same. I offer the following

No.	Description	Annual License Fee for the First Year Amount (in INR) In "Figures" exclusive of all taxes*	Annual License Fee for the First Year Amount (in INR) In "Words" exclusive of all taxes*
1	Upfront License Fees payable to Sabarmati Riverfront Development Corporation Limited (SRFDCL), a SPV of Ahmedabad Municipal Corporation (AMC) for the first year.		

*** Instructions for the Financial bid**

- (1) The bidder shall quote the amount of License Fee in Indian Rupees only in the third column of the given table (in figure and in words).
- (2) The payment of License Fees shall be made as per RFP Summary.
- (3) Annual License Fees for the subsequent years shall increase @ 10% per annum of the fees of the preceding year.
- (4) The bidder shall be required to visit and satisfy himself as to the location, likely operational costs and market potential of the Location of the proposed sports facilities.
- (5) The bid is to be quoted exclusive of all taxes that the bidder may attract, any other taxes and levies that may be attracted in India.

APPENDIX-I: PROHIBITED ACTIVITIES:

Prohibited activities at the location on the bank of Sabarmati River, Ahmedabad:

- (a) Any product/service, sale of which is unlawful / illegal or deemed unlawful under any Act.
- (b) Any product, storage and sale of which may lead to or be considered as a fire hazard, such as fire crackers, industrial explosives, chemicals, etc.
- (c) To operate any casino / gambling / illegal / unauthorized activities
- (d) Sale or consumption of tobacco and tobacco products, Cigarette, unhygienic food, alcoholic drink & consumables.
- (e) Use of loudspeakers
- (f) Use of musical instruments and band etc. without requisite permissions / approvals from Concerned / Applicable Authority.