

REQUEST FOR PROPOSAL (RFP)

FOR

Selection of the Licensee for Conceptualization, Installation, Implementation, Operations, Maintenance & Management of Boating Activities at various locations in the Sabarmati Riverfront Project



**Sabarmati Riverfront Development Corporation Limited (SRFDCL),
2nd Floor, “Riverfront House”,
Behind H. K. Arts College,
Between Gandhi & Nehru Bridge,
Puja Pramukh Swami Maharaj Marg (Riverfront - West),
Ahmedabad - 380009**

January 2023

ABSTRACT

Event Description	Date & Other details
1. Name of Work	RFP for Conceptualization, Installation, Implementation, Operations, Maintenance & Management of Boating Activities at various locations in the Sabarmati Riverfront Project
2. Date of Issue of RFP / Proposal	10-01-2023
3. Last date for receiving queries	20-01-2023
4. Bidding Document Available From	Download the document from websites https://www.nprocure.com OR http://ahmedabadcity.gov.in/ OR https://www.sabarmatiriverfront.com/ From 10/01/2023 to 10/02/2023
5. Pre-Bid Meeting	To be held on, 27-01-2023 at 11.00AM in the office of SRFDCL at 2 nd Floor, Riverfront House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront West), Ahmedabad- 380009, Gujarat
6. Response to Queries	03-02-2023 will be uploaded on the website
7. Last Date and Time for Online Submission of Bids	Date: 10-02-2023, Time 14:00 Hrs.
8. Physical submission of RFP Fee, EMD and other RFP documents	10-02-2023 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
9. Opening of Financial Bid	The qualified bidders shall be informed the date, time and venue through e-mail.
10. Validity of Bids	180 days from the bid due date.
11. Address for communication, clarifications	At: General Manager - (A & F) 2 nd Floor, Riverfront House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront West), Ahmedabad- 380009, Gujarat, Email: office@srfdcl.com
12. Cost of RFP document	Rs.10,000/- (Ten Thousand Only) – Non-Refundable
13. EMD/ Bid Security	Point wise Bid Security amount of Rs.1,00,000/- (Rs. One Lakh only)
14. Performance Security	Point wise Performance Security of the value of 10% of the Annual license Fees for the first year in the form of DD/ Bank Guarantee

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 this work is 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 the two sealed covers (i.e. Envelope 1 containing Cost of Document and Bid Security and Envelope 2 containing Qualification Bid/ Technical Proposal) 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 shall not be quoted in the Technical Bid. In case of default, the entire Bid shall be summarily rejected. The bidder must read all the terms and conditions of RFP and accept 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) & Point wise Bid Security amount of Rs. 1,00,000/- (Rs. One Lakh only) shall be paid in the form of Demand Draft in favor of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad from Nationalized Bank/Scheduled Bank. Tenders submitted without EMD and Tender Fees will be disqualified..

Opening of Technical Bid only

The Technical Bid will be opened on **10-02-2023** at **17.00 Hrs.** The bidder shall 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 shall 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 (AMC) has prepared this document to invite proposals for the scope of work mentioned herein. 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, 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, AMC, Government of Gujarat or any of its authorities, representatives, or agencies or any of their respective officers, employees, agents, 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 party submitting a bid.

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

Table of Contents

ABSTRACT.....	2
1 PREAMBLE.....	9
2 DEFINITIONS:.....	9
3 RFP SUMMARY	11
4 INSTRUCTION TO BIDDERS FOR BID SUBMISSION.....	18
4.1 About the Contract – Bidding criteria.....	18
4.2 Right of SRFDCL to accept or reject any Bid.....	19
4.3 Documents Constituting Bid.....	19
4.4 Contents of Bid Submission	19
a) Envelope 1: “Cost of Document and Bid Security”	19
b) Envelope 2: “Qualification Bid/ Technical Proposal”	20
4.5 Bid Security:	20
4.6 Performance Security.....	21
4.7 Bid Evaluation Method and Award Criteria.....	21
4.8 Bid Signatory	22
4.9 Validity Period	22
4.10 Extension of Period of Validity	23
4.11 Modification and Withdrawal of Bid	23
4.12 Right to call for more information /documents.....	23
4.13 Amendment of RFP.....	23
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 Licensee.....	24
6 OBLIGATIONS AND UNDERTAKINGS:	25
6.1 General Obligations of the Licensee:	25
7 SAFETY AND INSURANCE:	26
7.1 Safety.....	26
7.2 INSURANCE:.....	27
7.2.1 Insurance during the License Period.....	27
7.2.2 Application of Insurance Proceeds.....	27
7.2.3 Validity of Insurance Cover.....	27
8 GENERAL RFP CONDITIONS:	28
8.1 LOA & Agreement.....	28
8.2 Tax Liability.....	28

8.3	Visit to the Location.....	28
8.4	Payment and Consideration.....	28
8.5	Termination of Contract.....	29
8.6	Jurisdiction of Courts.....	29
8.7	Change Management Procedure.....	29
8.8	Arbitration:.....	29
8.9	Events of default and termination:.....	30
8.9.1	Licensee Event of Default.....	30
8.9.2	Termination for Licensee Event of Default.....	31
8.9.3	Rights of Authority on Termination.....	31
8.9.4	Termination Payments.....	32
8.10	Liability.....	32
8.11	Indemnity.....	32
8.12	Force Majeure.....	32
8.13	Independent Licensee.....	33
8.14	No Assignment.....	33
8.15	Proposal Disqualification Criteria.....	33
8.16	Understanding of terms.....	33
8.17	Conflict of Interest.....	33
8.18	Notification of Award.....	34
8.19	Failure to agree with the terms and conditions.....	34
8.20	Severability and Waiver.....	34
8.21	Representations, Warranties and Disclaimer:.....	34
8.21.1	Representations and Warranties of the Licensee.....	34
8.21.2	Disclaimer.....	35
8.21.3	Representations and Warranties of SRFDCL on behalf of AMC.....	35
8.22	Survival.....	35
8.23	No Partnership.....	35
8.24	Miscellaneous.....	36
9.	No Change.....	36
10.	SIGNAGE:.....	36
	Annexure 1: Letter comprising the Bid.....	37
	Annexure 2: Bidder Information.....	40
	Annexure 3: Technical Bid Evaluation Criteria.....	41
	Annexure 4 : Financial Statement.....	43

Annexure 5: Point wise Price Bid Format.....	44
Annexure 6 : No Blacklisting Affidavit.....	47
Annexure 7: Format for Performance Security	48
Annexure 8: Performance Standards.....	50
Annexure 9: Format of Power of Attorney for Signing of Bid	52

1 PREAMBLE

Sabarmati Riverfront Development Corporation Limited (SRFDCL), established by the Ahmedabad Municipal Corporation (AMC), has been entrusted with the task of implementing the Sabarmati Riverfront Project in Ahmedabad. SRFDCL on behalf of AMC Invites Bids from firms registered in India, for Conceptualization, Installation, Implementation, Operations, Maintenance & Management of Boating Activities at various locations in the Sabarmati Riverfront Project in Ahmedabad City.

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. **A copy of this RFP document signed on all pages must accompany the bid.**

SRFDCL/AMC 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. SRFDCL on behalf of AMC 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 technical evaluation method set forth in the document. Only those firms/companies who qualify based on this evaluation method will be qualified bidders for the purpose of opening of financial bid and its evaluation.

The qualified bidders shall be informed the date, time and venue for opening of the financial bids through e-mail.

2 DEFINITIONS:

“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 Companies Act, 1956 and entrusted with the task of implementation of the Sabarmati Riverfront Project by the AMC.

“**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.

“**Agreement**” or “**Contract**” shall mean the Agreement between the SRFDCL and the Successful Bidder (also referred as the “Licensee”) which allows the Successful Bidder to manage the boating activities against the Annual License Fee paid by the successful bidder to SRFDCL and in accordance with the Terms and Conditions of this RFP, LOA, and the Agreement. The RFP document, LOA, any amendment, and any communication by SRFDCL on behalf of AMC shall be deemed to form and be read and construed as part of the Agreement.

“**Conceptualization, Installation, Implementation, Operations, Maintenance & Management of Boating Activities at various locations in the Sabarmati Riverfront Project**” shall mean Operating and maintaining all the activities related to boating at SRFDCL

site. Provision, Operation, Maintenance and Management of the Boating Activities in the Sabarmati River in accordance with the License whose principal Terms & Conditions are defined in this RFP. This shall also include all supporting infrastructure used for setting up, operating, and maintaining the boating activities including all equipment /signboards/devices, electrical fittings, wooden and aesthetic furniture, and all other objects/equipment brought by the bidder (licensee) for the purpose.

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

“Firm” shall mean a single legal entity, registered as such under applicable law or regulation in India, and could be a Government Agency.

“INR” shall mean Indian Rupees

“LOA” means the letter issued by SRFDCL on behalf of AMC to the Successful Bidder to undertake and execute this Contract in conformity with the Terms and Conditions set forth in this RFP and subsequent Agreement.

“Successful Bidder” shall mean the selected bidder whose bid has been accepted by SRFDCL for Conceptualization, Installation, Implementation, Operations, Maintenance & Management of Boating Activities at various locations in the Sabarmati Riverfront Project.

“License period” shall mean the tenure of the license period of 3 (three) years from the start of operations or from the completion of 1 month (Moratorium Period) from the date of LOA till the early termination of the license period or expiry of the Agreement, whichever is earlier, and the license period may be further extendable for 2 (two) more years’ subject to satisfactory performance.

“Moratorium Period” shall mean the time required for transportation of boat and for obtaining all necessary approvals from the Concerned / Competent Authority which shall be 1 month from the date of LOA or date of start of operations, whichever is earlier.

“Applicable Law(s)” shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature (including the GTPUD Act) 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 Conceptualization, Installation, Implementation, Operations, Maintenance & Management of Boating Activities at various locations in the Sabarmati Riverfront Project.

“Applicable Permits” or “Applicable Approvals” shall mean all permissions, clearances, developments, authorizations, consents, no-objections, approvals, and notifications for and in respect of the Provision, Operation, Maintenance and Management of Boating Activities 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 riverfront and 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 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.

“Concerned Authority” or “Applicable Authority” or “Competent Authority” shall mean Government of India, Government of Gujarat, any other Government Authority, Ahmedabad Municipal Corporation (“AMC”), Gujarat Maritime Board (GMB), 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, Maintenance and Management of Boating Activities.

“Material Adverse Effect” means any act or event of either Party which causes a material financial burden or loss to the counter party.

“Performance Security” shall mean the Bank Guarantee to be furnished by a Successful Bidder on or before signing of Agreement as per the terms mentioned in the RFP.

“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.

“Completion Intimation” shall mean a written intimation by the licensee to the SRFDCL about their completion of all the necessary activities/works/approvals/clearances for Provision, Operation, Maintenance and Management of Boating Activities as per the timeline mentioned in the RFP and LOA.

“Locations” or “Points” shall mean the tentative locations/points assigned for Boating Activities in RFP Summary.

“Damages” shall mean any claim of the SRFDCL against the Licensee for breach of the Agreement, including but not limited to damages of jetty 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.

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

3 RFP SUMMARY

Sr.	Key Information	Details
1.	RFP for	Selection of Licensee for Provision, Operation, Maintenance and Management of Boating Activities in the Sabarmati River in Ahmedabad City, Gujarat, India.
2.	Tentative Locations / Boating Area	The tentative locations and point wise minimum base price are as under: - <ol style="list-style-type: none"> 1. Below Usmanpura Garden Nr. Gandhi Bridge (Rs. 10 Lakhs Per annum) 2. At Vallabh Sadan Nr. Riverfront House (Rs. 50 Lakhs Per annum) 3. Below Subhash Bridge Garden Nr. Dadhichi bridge (Rs. 10 Lakhs Per annum)

		<p>Bidder has to designate the movement/route/stretch for his boating activities at a prescribed point approved by SRFDCL/AMC. This movement/route/stretch shall be decided by him keeping in mind all other water sport activities happening in the Sabarmati River and shall be adhered by him all the time. Any of the boats shall not cross beyond the stretch of designated area. Noncompliance in this regard shall lead to termination of the Agreement with immediate effect and the Licensee shall be liable for damages as deemed fit by the SRFDCL on behalf of AMC.</p> <p>No Boat-to-boat transfers of the passengers shall be permitted.</p> <p>Licensee shall satisfy himself to the technical aspects of the project such as water levels and bridge clearance levels at its own cost, if any. Safety shall be of paramount importance and licensee only shall be liable / responsible for the safety of the passengers and all liabilities arising out of any injuries, claims and damages.</p>
3.	Water Availability in the river	<p>The dry period may vary. The dry period may be used by the licensee for carrying out repairs/maintenance of boats.</p> <p>In case of flood situation, the operator must take out their boat/s or any other deployment at an appropriate location of theirs and at their own cost on the lower promenade to avoid any damage or loss due to flood. The operation may be closed for certain period due to flood situation, if any. <u>The bidder shall quote the Annual license Fees considering the above-mentioned details and will not be excused from the payment of Annual License Fees for non-operation due to non-availability of the water or floods in the river.</u></p> <p>In case the operation of Boating Activities must be stopped due to any maintenance/repair of bridge(s), lower promenade by any authority due to over flooding, planned release of excess water or due to any reason whatsoever, in such case the licensee shall not claim dues from SRFDCL for the loss of business or assets.</p>
4.	Technical Bid Evaluation Criteria	<p>Prior experience of the Bidder in providing below mentioned facilities -</p> <ul style="list-style-type: none"> • Bidder shall have an average turnover of Rs 30,00,000/- (Rupees Thirty lacs) during the last three (3) financial years out of any last 5 (five) financial years starting from (2017-18 till 2021-22) from any of the following activities: • The bidders should have at least 3 years of experience of Conceptualization, Installation, Implementation, Operations, and Maintenance & Management of Boating Activities • Certificate from Statutory Auditor/Registered Chartered Accountant specifying the turnover from any of the above activities.
5.	License Period	<p>The license period shall be of 3 (three) years from the start of operations or from the completion of 1 month from the date of LOA till the early termination of the License Period or expiry of the</p>

		<p>Agreement, whichever is earlier, and the license period may be further extendable for 2 (two) more years' subject to satisfactory performance on mutual agreement.</p>
6.	Bid Submission Format	<p>Bidders are required to submit the Bid in following three envelopes:</p> <p>Envelope 1: Document Fee and Bid Security</p> <p>This envelope shall be super scribed “Envelope 1: Document Fee”. Point wise bid Security of Rs. 1 Lakh is to be paid.</p> <p>A copy of this RFP document signed on all pages must accompany the bid.</p> <p>Envelope 2: “Qualification Bid/ Technical Proposal”</p> <ol style="list-style-type: none"> (1) Bidder Information as per Annexure 2 (2) Qualification information and supporting documents as per criteria mentioned in Annexure 3. (3) Detailed proposal of the bidder including the details, age, type of boat/s along with its capacity of the boat, design, drawings, timeline for set-up, safety measures to be adopted, and all other significant details that clarify the bidder’s overall idea. (Refer Annexure 3 of this RFP). <p>This envelope shall be super scribed Envelope 2: “Qualification Bid/ Technical Proposal”</p> <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 and submit to the address specified in RFP Summary before the Bid Submission date.</p>
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.). Joint venture will not be allowed. • 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.	Bid Submission Format	<p>Online: 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.</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> <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>
9.	Bid Evaluation	<p>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>Envelope 2: Assessment of Technical proposal and qualification 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>
10.	Award Criteria	The Bidders who qualify in the technical & qualification criteria and provides favorable terms in the form of highest Upfront Annual license Fees (H1) for the First Year for the License Period shall be considered for LOA/license for Provision, Operation, Maintenance and Management of Boating Activities in the Sabarmati River. The

		<p>decision of the SRFDCL on behalf of AMC shall be deemed final and binding in this regard.</p> <p>If two or more bidders quote the same amount of annual license fee, SRFDCL may invite the Tie Bidders to submit fresh Bids within a week, the opening of the revised bids of such tie bidders shall be conducted with prior notice and in presence of the Tie Bidders who choose to attend. In this regard, the decision of SRFDCL shall be deemed final.</p> <p>SRFDCL on behalf of AMC retains the right to cancel the bidding process at any stage without assigning any reason whatsoever.</p>
11.	Bid Validity	180 Days from the date of opening of bid
12.	Cost of the document	Rs. 10,000/- (Rs. Ten Thousand only) on non-refundable basis as Demand Draft drawn in favor of Sabarmati Riverfront Development Corporation Limited payable at Ahmedabad from Scheduled/Nationalized Bank.
13.	Bid Security/EMD	Point wise Bid Security amount of Rs.1,00,000/- (Rs. One Lakh only) shall be paid in the form of Demand Draft in favor of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad from Nationalized Bank/Scheduled Bank. The currency of the instrument shall be Indian Rupees.
14.	Performance Security	<p>Point wise Performance Security of the value of 10% of the Annual license Fees for the first year in the form of DD/ Bank Guarantee in favor of Sabarmati Riverfront Development Corporation Limited and payable at Ahmedabad from Nationalized/ Scheduled Bank to be paid on or before signing of Agreement.</p> <p>In case of Bank Guarantee, the Performance Security should be valid for a period of 38 months from the Agreement Date either in the form of new Bank Guarantee / DD.</p> <p>Late payment of Performance Security would attract a late fee of Rs. 1000/- per day.</p> <p>Performance Security format is set forth in this RFP.</p> <p>In absence of renewal of Performance Security within the stipulated time, the SRFDCL retains the right to retain possession of movable and immovable property of the licensee including boat/s.</p> <p>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 Agreement.</p> <p>In any unforeseen event, if the start of operations is delayed beyond 1 month, steps should be taken to keep the Performance Security in sync with the license period. The licensee shall comply with the SRFDCL’S requirement in this regard.</p>

		<p>If the licensee decides to Exit from the Contract in between of license period – the entire amount of Performance security and the complete amount of Annual license Fee deposited by the licensee shall be forfeited.</p> <p>The Bank Guarantee as Performance Security shall be cashable in any branch of that Bank at Ahmedabad.</p>
15.	Payment of Upfront Annual license Fees	<p>The Financial Proposal submitted by the bidders shall be over and above to the base price for Annual License Fees mentioned in the table plus Applicable GST (as per Annexure 4).</p> <p>Quarterly License Fees for every year shall be payable within 5 days in advance before ending of the previous Quarter and shall be increased at the rate of 10% on the Annual License Fees of the previous year. The Agreement shall be signed before the completion of 1 month from the date of LOA or before starting of the operations, whichever is earlier.</p> <p>Late payment of license fees would attract a late fee of Rs. 1000/- per day plus 9% simple interest on outstanding amount is to be paid by the bidder.</p>
16.	Signing of Agreement	<p>Agreement shall be signed between SRFDCL and licensee incorporating the terms of the RFP as directed by SRFDCL and any additions and modifications. The licensee shall submit the Completion Certificate before signing the Agreement.</p> <p>The Agreement shall be signed before completion of 1 month from the date of LOA or before starting of the operations, whichever is earlier.</p>
17.	Timing of Services	<p>The normal hours of operation shall be 8.00 am to 10.00 pm considering the any other applicable regulations. SRFDCL on behalf of AMC has the full discretion to change the timings in public interest.</p> <p>For Lighting required for operations at embarking/ disembarking point, etc., the licensee shall have to make its own arrangement and pay its own bills through installation of separate meter at its own cost.</p>
18.	Last Date of receipt of queries	<p>Queries, if any, can be mailed to office@srfdcl.com on or before _____ up to 4:00 PM and Bidders are required to send all their queries (in MS Word document).</p>
19.	Pre-bid Meeting	<p>Pre-bid meeting shall be held on, _____ at 11:00 AM in the office of SRFDCL at 2ND Floor, River Front House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront West), Ahmedabad- 380009, Gujarat.</p>
20.	Response to the queries	<p>Response to the queries shall be uploaded on or before 03-02-2023 the www.ahmedabadcity.gov.in and www.sabarmatiriverfront.com/tenders/ by way of an addendum.</p>
21.	Last Date of	<p>Up to 10-02-2023 at 4:00 PM at the office of SRFDCL at 2ND Floor,</p>

	receipt of Bids	River Front House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront West), Ahmedabad- 380009, Gujarat.
22.	Date of opening of Technical Bid	On 10-02-2023 at 5:00 PM at the office of SRFDCL at 2 ND Floor, River Front House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront West), Ahmedabad- 380009, Gujarat
23.	Commencement of operations and Liquidated Damages	<p>The licensee shall be given a period of 1 month from the date of LOA for successfully starting of their operations. Non-operational Facility in above timeline shall invite Liquidated Damages to the tune of 10% of the proportionate license fees applicable during the period of delay every month. Such Liquidated Damages would be payable separately at the end of every month of delay and may be recovered from Performance Security in the event of non-payment.</p> <p>In the event of delay in operations, the SRFDCL, at its sole discretion may permit additional period of time for operationalization of the Facility. If the delay continues in such additional period, it shall constitute a licensee Event of Default leading to termination as per provisions in this RFP leading to a cancellation/withdrawal of the LOA.</p>
24.	Approvals and Clearances	<p>Licensee shall be required to obtain (Applicable to Gujarat State) all necessary License/approvals and clearances as specified by rules, laws and bye laws for carrying out the activities for this License from the Concerned Authorities before starting of the day-to-day operations/activities.</p> <p>The licensee shall submit the Certified/Notarized copy of such approvals/clearance to SRFDCL within 7 days of obtaining such approvals/clearance.</p> <p>Bidder would be required to obtain all such clearances, registrations, and all approvals at his own cost. In the event of the successful bidder not being able to obtain the required clearances, approvals and licenses, his LOA shall be liable to be cancelled/withdrawn (and the SRFDCL has the right to award it to the next best bidder.)</p>
25.	Damages for Breach of Safety or Conditions of RFP	The Licensee shall have to pay damages for breach of any obligations or deviation from the scope of its activities. The damages shall be decided by SRFDCL and shall be commensurate with type of breach. In this regard decision of SRFDCL shall be deemed final.
26.	Taxes	The amount quoted by the bidder in the financial bid as license fee shall be exclusive of taxes. Licensee will have to pay applicable GST additionally and or any other applicable taxes. The licensee is also bound to pay any taxes levied by any other government body/authority. SRFDCL shall not accept any deductions on these payments on account of any statutory levies or for any other reason.
27.	Insurance	The bidder shall take responsibility of taking insurance for all Boats, rescue boat(s) and its staff/passengers/visitors insuring them for all risks and accidents as contained in the RFP document.
28.	Risk & Cost	SRFDCL will not be responsible for any kind of theft / loss / damage

		to the property 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.
31.	General Conditions	<ol style="list-style-type: none"> 1. All conditions must be followed by the licensee including all safety/environmental stipulations and industry practices. 2. The time required for setting up and the start of operations, obtaining all necessary approvals from the Concerned Authority shall be 1 month from the date of LOA. The design shall be submitted by the licensee before the necessary Concerned Authorities but prior written approval of SRFDCL is required before proceeding further for necessary approvals. 3. The licensee must furnish the undertaking that work will be completed within the prescribed period of a month. The licensee must follow all clauses of Inland Vessels Act and all other Laws, Rules, Regulations and Guidelines as may be applicable. 4. Consortium or joint venture of bidders are not permitted to bid. 5. License fee should be paid within time limit. SRFDCL have all rights / authority to cancel the license / agreement in case of constant failure/irregularity in payment of license fee. 6. Party function/celebration shall not be strictly allowed. Only boating to visitor/guest is allowed. 7. Licensee has to submit design and size of the Jetty for respective boating point to SRFDCL for its approval and after getting the approval from SRFDCL then only Licensee can start to construct / build Jetty work.

4 INSTRUCTION TO BIDDERS FOR BID SUBMISSION

4.1 About the Contract – Bidding criteria

The License to be awarded as per this RFP shall include the right to set up of the Facility at the location specified by the SRFDCL in the River Sabarmati, the provision, operation, and maintenance of the Boating Activity by providing manning, maintenance, and fulfillment of other such objectives incidental to and in conformity with this License.

The Contract/License shall come into force and remain into force, only if following conditions are satisfied:

1. Performance Security (PS) has been paid within the time specified in the RFP Summary of this RFP document.
2. Annual license Fees are paid within the time specified in RFP Summary or within any time permitted by SRFDCL.
3. Agreement has been executed within the period as specified in the LOA /RFP.

Signature of Authorized signatory_____

The Bidder shall have to specify the amount of Annual license Fee that he offers to pay to the SRFDCL for the first year of license period as specified in the RFP Summary, using the format for the Financial Bid in the Annexure 4. The following terms shall govern Annual license Fees related issues for the successful bidder.

1. The payment of Annual License Fees shall be paid by the successful bidder as per this RFP.
2. The Annual License Fees and the Performance Security for the succeeding years shall be increased as per the terms in this RFP.

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 10 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 Event of Default by the Licensee that shall entitle SRFDCL to encash Performance Security or terminate the Agreement after giving 30 days' notice to the licensee. Such termination of 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. In addition to that SRFDCL reserves all right to terminate the agreement in reference to any adverse situation arises or event takes place.

4.2 Right of SRFDCL to accept or reject any Bid

The SRFDCL on behalf of AMC may accept the bid which will be best suited in all aspects. The decision of the SRFDCL shall be deemed final in these aspects. The SRFDCL also reserves the right to accept or reject any or part of any bid/entire bid or all the bids without assigning any reason thereof.

4.3 Documents Constituting Bid

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

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

4.4 Contents of Bid Submission

Bidders shall be required to submit the Bid in following two envelopes. The contents of each envelope are as follows:

a) Envelope 1: "Cost of Document and Bid Security"

The cost of document shall be **Rs. 10,000/-** (Rs. Ten Thousand only) on non-refundable basis as Demand Draft drawn in favour of "Sabarmati Riverfront Development Corporation Limited" payable at Ahmedabad from Scheduled/ Nationalized Bank.

Point wise Bid Security amount of **Rs.1,00,000/-** (Rs. One Lakh only) shall be paid in the form of Demand Draft in favor of “Sabarmati Riverfront Development Corporation Limited” and payable at Ahmedabad from Nationalized Bank/Scheduled Bank.

A copy of this RFP document signed on all pages must accompany the bid.

b) Envelope 2: “Qualification Bid/ Technical Proposal”

- (1) Bidder Information as per Annexure 2.
- (2) Detailed proposal of the bidder that includes following details:
 - a. Firm/s Registration Certificate
 - b. Capacity, age, and type of boats proposed to be deployed along with design/drawings/photographs/specifications and Registration Certificate of the Boats.
- (3) Documents required for technical evaluation as specified in the RFP document.

Both envelopes shall be placed in one outer Envelope. This outer envelope shall be super scribed “**RFP for Selection of the Licensee for Provision, Operation, Maintenance and Management of Boating Activities in the Sabarmati River in Ahmedabad**” and submit to before the Bid Submission date. The address for submission and bid submission date are specified in the RFP Summary.

4.5 Bid Security:

Bid submitted in response to the RFP Document shall be accompanied by point wise Bid Security / EMD of the amount mentioned in the RFP Summary in the form of Demand Draft from Nationalized bank/Scheduled Bank.

- (1) Bid Security shall be placed in Envelope 1.
- (2) The bid security furnished by the successful bidder shall be refunded after the acceptance of Performance Security and successful execution of the Agreement.
- (3) Bids not accompanied with requisite EMD shall be summarily rejected.
- (4) The bid security shall be returned to the bidder or may be collected by the bidder whose bid has not been accepted by the SRFDCL within 30 days from the date of opening of Financial Bid.
- (5) Bid security is a non-interest-bearing deposit.

Bid security may stand forfeited in the following situations:

- (1) In case of revision and/or modification of terms of bid or withdrawal of bid during the bid validity period.
- (2) In case of bidder demanding transfer of contract before acceptance of offer or after acceptance of offer.
- (3) For the successful bidder, if the Performance Security is not deposited within the stipulated time as per RFP.
- (4) If the agreement is not executed within the time specified in the LOA/RFP.
- (5) If the licensee wants to withdraw before signing of Agreement.
- (6) In the event, bidder, after the issue of communication of LOA by the SRFDCL, 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 SRFDCL shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms

of this bid documents.

- (7) In the event where the facts and claims made by the bidder for qualifications are willfully false and documents and supporting for qualifications are fraudulent and false.

4.6 Performance Security

- (1) Licensee shall, for due and punctual performance of its obligations during the License Period, deliver to SRFDCL, simultaneously with the execution of this Agreement, an unconditional and irrevocable Bank Guarantee as Performance Security as mentioned in the RFP Summary of this RFP.
- (2) The Bank Guarantee as Performance Security shall be encashable in any branch of that Bank at Ahmedabad.
- (3) The Performance security shall not bear any interest and the Licensee shall not have any claim on the interest on Performance security.
- (4) In case of Bank Guarantee, the Performance Security should be valid for a period of 12 months from the Agreement Date. A revised Performance Security shall be submitted in 30 days before expiry of previous Performance Security, either in the form of new Bank Guarantee or difference amount of DD. Such revised Bank Guarantee should be valid for 12 months and so on.
- (5) Late payment of Performance Security would attract a late fee of Rs. 1000/- per day.
- (6) 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
- (7) 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 SRFDCL'S right to receive amounts, 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 SRFDCL pursuant to Encashment Notice issued, Licensee shall within 7 (seven) days of the Encashment Notice, furnish fresh Performance Security to SRFDCL, failing which the SRFDCL shall be entitled to terminate this License. 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.

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.

Performance Security shall be forfeited in following situations:

- (1) Annual License Fees has not been paid within the period specified in the RFP Summary.
- (2) If the Licensee is found guilty of not following any of the terms and conditions of RFP/LOA/License Agreement.
- (3) If the Licensee fails to pay the damages, compensation if any, applied on him for breach of performance standards as specified in Annexure 6.
- (4) If the contract is terminated in event of Licensee event of default.

4.7 Bid Evaluation Method and Award Criteria

Signature of Authorized signatory_____

A The Bidders are required to submit the Bid as per this RFP. The Bid Evaluations shall be carried out for each envelope. The detailed Bid Evaluation process is described below.

a) **Envelope 1:** Check for Document Fees and Bid Security.

The Envelope 2 of only those Bidders shall be opened who have provided Document Fees and Bid Security as specified in Bid Summary.

A copy of this RFP document signed on all pages must accompany the bid.

b) **Envelope 2:** Assessment of Bidders Information and Technical Qualification.

To qualify for next stage of Financial Bid opening, Bidders are required to fulfill the Technical / Qualification Criteria.

c) **Envelope 3:** The Bidder providing favorable terms in the form of highest Upfront Annual License Fees shall be considered as the preferred bidder for award of Contract/License. The SRFDCL'S decision in this regard shall be deemed final. **Financial Bid is not to be submitted in the physical form and it has only to be submitted online. License Fees should not be quoted in the Technical Bid. In case of default, the entire Bid shall be summarily rejected.**

B Tests of Responsiveness:

Prior to evaluation of Bids, SRFDCL shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive if:

- i. it is received as per the format at Annexure 1;
- ii. it is received by the Bid Due Date including any extension thereof;
- iii. it is signed, sealed, bound together in hard cover and marked as stipulated in the RFP;
- iv. it is accompanied by the Bid Security as specified in the RFP;
- v. it is accompanied by the Power(s) of Attorney as specified in Annexure 6 and Annexure 8, as the case may be;
- vi. it is accompanied by declaration of bidder on requisite stamp paper, for being not banned / blacklisted by any Government Agency/ Organization.
- vii. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- viii. it does not contain any condition or qualification; and
- ix. it is accompanied by the Document Fees as specified in RFP Summary.
- x. it is not non-responsive in terms hereof.

4.8 Bid Signatory

The bidder will 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.

4.9 Validity Period

Bids shall remain valid for a period of 180 days after the date of opening of Bids by SRFDCL. SRFDCL on behalf of AMC reserves the right to reject a bid which is valid for a period less

than so specified and shall not be liable to send an intimation of any such rejection to such bidder.

4.10 Extension of Period of Validity

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

4.11 Modification and Withdrawal of Bid

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

4.12 Right to call for more information /documents

If during bid evaluation, the SRFDCL finds certain information or documents not having been submitted by the bidder, of being made available partially only, SRFDCL may, 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

The decision of SRFDCL in this regard shall be deemed final and binding.

4.13 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.ahmedabadcity.gov.in and www.sabarmatiriverfront.com/tenders/.
- c) 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 considered 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, Maintenance and Management of Boating Activities under this RFP shall be as follows:

- (1) To set up Boating Activities in the Sabarmati River in specified stretch and location as specified in this RFP. The timing of the operation shall be as specified in this RFP.
- (2) The different type and quality & quantity of the boats mentioned in this RFP.
- (3) The Licensee shall be required to arrange for all boats, rescue boats, the equipment for

fire safety, first aid, passenger safety, etc. as per concerned/competent authority/GMB requirements.

- (4) The licensee shall ensure to have adequate amount of life jackets available at operating site for every boats.
- (5) The licensee shall ensure that the noise of Boating Activities should be of minimal decibel and as per the relevant regulation, if any, of the Concerned Authority.
- (6) Performance and fulfillment of all other obligations incidental to and supporting the above.
- (7) In case of break down, the Licensee must start the services within two weeks or as received written approval from the SRFDCL.
- (8) The Licensee shall ensure that all the rules, regulations, and guidelines of COVID-19 Pandemic and any such future rules, regulations or guidelines pertaining to any emergency, lockdown etc. are to be followed.
- (9) SRFDCL reserves the right to approve or reject the number and type of the boats considering all the feasible factor for the aforesaid.
- (10) Make sure that seating capacity and unit number must be reasonably quoted and will also be reviewed by SRFDCL / concerned authority and licensee is bound to follow all the instructions and make modifications accordingly.

5.2 Special Conditions of the Licensee

- (1) The responsibility of safety of all the passengers using such service shall vest with the Licensee and in no event will SRFDCL/AMC/any Concerned Authority assume such responsibility or liability or for payment of any compensation. The Licensee shall be required to take adequate insurance to cover such risks.
- (2) The Licensee's repeated inability to meet the safety requirement or the repeated number of accidents shall be considered a significant deviation from desired performance of the Licensee and the SRFDCL retains the right to levy and collect from the Licensee, at its sole discretion, appropriate damages from Licensee for such non-performance. SRFDCL retains the right to cancel the License and forfeit the Performance Security in case of such an event. Under no circumstances will the SRFDCL assume any responsibility for such failure or be liable to pay any compensation to anyone.
- (3) The Licensee shall immediately notify and report with necessary proof all minor/ major accidents at the site to the SRFDCL in writing.
- (4) It is the responsibility of the Licensee to ensure safe embarking/disembarking facility, erecting and maintaining jetty at the appropriate location on their own cost. The Licensee shall seek written approval for the dimensions of the Jetty from SRFDCL. The Licensee shall ensure that during the license period, the dimension of the Jetty shall not deviate and it shall be as per the approved dimension by SRFDCL.
- (5) The licensee shall ensure that Tobacco, Cigarette, unhygienic food, alcoholic drink & consumables will not be allowed to use or consume on Boating Activities.
- (6) The Licensee shall be liable to immediately respond to safeguard passengers during the operating hours.
- (7) 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 on his behalf.
- (8) The SRFDCL/AMC/Government of Gujarat/Gujarat Maritime Board 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.
- (9) The Licensee shall abide by all rules and regulations, orders and instructions that SRFDCL/AMC/Government of Gujarat/any Concerned Authority may make from time to time or adopt or issue for the safety and administration of the Facility.

- (10) Upon the completion of the License Period, the Licensee shall vacate the location at the earliest and peacefully. The premises must be clean and clear and in same position as it was before starting the boating activities.
- (11) Housekeeping of the Facility and Jetty shall be the sole responsibility of the Licensee.
- (12) Any infrastructure in the Facility or any element of the surrounding environment that is observed by the SRFDCL to be damaged/polluted owing to direct neglect by the Licensee shall be required to be made good by the Licensee at its own expense. The Licensee's inability to do so shall attract damages as may be deemed fit by the SRFDCL.
- (13) The overall control of the Location vests with SRFDCL on behalf of AMC, whose officers or authorized representative shall have access at all hours to the said site or any part thereof. The Licensee shall abide by all rules and regulations, orders and instructions that SRFDCL may make from time to time or adopt or issue for the care, protection and administration of the Facility and the Jetty.
- (14) The SRFDCL does not envisage water level to hold throughout the year. In case of flood situation, the operator has to take out their boat/s or any other deployment at an appropriate location of theirs and at their own cost to avoid any damage or loss due to flood. The operation may be closed for certain period of time due to flood situation, if any.
- (15) Any offence on the area will be under the jurisdiction of the concerned police station of Ahmedabad.
- (16) Licensee shall ensure to follow all the rules, regulations and guidelines by SRFDCL, AMC, Government of Gujarat and any Concerned Authority pertaining to the Boating Activities and Water/River.

6 OBLIGATIONS AND UNDERTAKINGS:

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

6.1 General Obligations of the Licensee:

The Licensee shall at its own cost and expense:

- a) Provide for all the assets, infrastructure and manpower required for provision, operation, maintenance and management of Facility including jetty as per the terms and conditions of this RFP and the proposal submitted by Licensee.
- b) Manage the Facility and set up the Jetty including all construction in full operational condition during the License Period.
- c) Obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance with thereof at all times for execution of its obligations.
- d) Ensure compatibility of the Facility and the Jetty with the surrounding environment.
- e) Strictly adhered to the route and time period of Facility operation as specified in RFP summary all times during the License Period.
- f) Ensure that the adequate numbers of life jackets and life buoys are available on the boats.
- g) 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.
- h) Take all reasonable precautions for the prevention of accidents at the Facility and the Location and the surrounding environment.
- i) Not to place or create nor to permit any person claiming through or under the Licensee to create or place any Encumbrance 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;

- j) Take insurance and maintain the same all time during the License Period.
- k) To make regular payment of Upfront Annual License Fees to the SRFDCL. Late payment of annual license fees would attract a late fee of Rs. 1000/- per day plus 9% simple interest on outstanding dues. 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.
- l) The annual license fees shall be paid by the licensee through suitable electronic mode, as per the instructions of SRFDCL. Quarterly License Fees for every year shall be payable within 5 days in advance before ending of the previous Quarter and shall be increased at the rate of 10% on the Annual License Fees of the previous year. If the amount of license fees is not paid till within stipulated time, then, SRFDCL may take necessary actions against such default. In this regard, the decision of SRFDCL on behalf of AMC shall be deemed final.
- m) Have requisite organization and designate and appoint suitably qualified officers/representatives as it may deem appropriate to supervise the implementation of its obligations under this RFP and to deal with the SRFDCL or its representative and to be responsible for all necessary exchange of information required pursuant to this RFP;
- n) 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;
- o) Licensee shall make available at any time copy of RFP and proposal, Agreement and copies of all documents relating to safety and its safety standards for inspection, to the SRFDCL/AMC/Government of Gujarat/any Concerned Authority or its representative at their own cost.
- p) The expenses for water, electricity, etc. shall be arranged and borne by the Licensee.
- q) The licensee shall follow all the rules, regulations or guidelines by Concerned Authority regarding the COVID-19 Pandemic or any future emergencies, lockdown etc.
- r) The licensee shall ensure that their boats does not cross beyond the stretch of designated area. Noncompliance in this regard shall lead to termination of the License Agreement with immediate effect and the Licensee shall be liable for damages as deemed fit by the SRFDCL on behalf of AMC.
- s) The licensee shall ensure that no structural damage is caused to the existing Jetty, & other permanent structures of the property of SRFDCL/AMC or any of its agency's property as a result of his activities or any of its agents, contractors, etc.
- t) Payment of all charges, lawyer's fees, stamp duties etc. for registration of License Agreement shall be borne by Licensee only.
- u) Licensee shall submit police verification report in respect to all its personnel to the SRFDCL within 2 months of executing the License Agreement.

7 SAFETY AND INSURANCE:

7.1 Safety

The Licensee shall during the subsistence of the License Period:

- a) Ensure the safety of the Facility and the Jetty and all the visitors thereby at all times, by providing adequate insurance and periodic inspection report to the SRFDCL and concerned/competent authority.
- b) To repair or to make it in appropriate condition at their own cost 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 concerned authority/GMB on design and installation.
- d) Maintain sufficient number of safety equipment like Personal Flotation Devices, Life jackets, rescue boats etc. as per the requirement of concerned authority/GMB at

accessible locations in case of its requirement in an emergency.

- e) Comply with the effluent and emission limits as per the standards set by respective government authorities.
- f) Undertake all such safety precautions that are incidental to the activities in accordance with the License.
- g) Fire safety by Fire Department of AMC/GSDMA/GMB etc.
- h) To meet any eventuality, licensee must provide a rescue boat(s) of proper adequate capacity and boat must be in operating condition for whole tenure. This boat(s) may sometimes be used for transporting VVIPs.

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 its 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 the Facility, 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, staff or representatives of SRFDCL/AMC and users/visitors who may enter the Facility/Location and mentioned the SRFDCL/AMC as beneficiary.
- c) Workmen's compensation insurance as per law;
- d) Any other insurance that may be necessary to protect the 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 SRFDCL 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, staff of SRFDCL/AMC 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 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 SRFDCL. 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 SRFDCL in writing.

8 GENERAL RFP CONDITIONS:

8.1 LOA & Agreement

As the first step for the assignment, SRFDCL on behalf of AMC will issue the successful bidder a LOA. This LOA will refer to the proposal and the successful bidder has to confirm its acceptance. The successful bidder will be issued two copies of LOA. The successful bidder shall sign and return one of the copies of the LOA in acknowledgement and acceptance of all the terms & conditions of RFP, LOA and draft License Agreement thereof to SRFDCL within 7 working days. If the successful bidder fails to return the signed copy of LOA 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 1 month (Moratorium Period) from the date of LOA 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 agreement in writing. SRFDCL on behalf of AMC shall have the discretion to decide whether the situation is emergency or otherwise.

8.2 Tax Liability

Prices/Rates as mentioned by the bidder in the financial bid should exclude all taxes applicable as on the date of submission of this proposal. Any financial deviations due to change in the rate of taxes and duties or any introduction of new taxes and duties may be adjusted at actual with mutual consent from the Licensee and SRFDCL and the SRFDCL'S decision in this regard shall be deemed final.

8.3 Visit to the Location

- (1) The bidders prior to submitting their bid, are expected to visit and examine the Location for the Facility, site conditions, climate, availability of water and other utilities for construction, access to location, handling and storage of materials, weather data, applicable law and regulations, location surroundings and any other matter which is relevant at its own expenses, the Location being offered is on "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.

8.4 Payment and Consideration

The Licensee is required to make payment for the License Fees as follows:

- (1) Bidder is required to quote the Annual License Fees payable to SRFDCL on behalf of AMC granting non-exclusive rights as a Licensee for the boating activities. The quotation required to be given shall be in the format of financial bid only.
- (2) The License Fees shall be paid as per the specifications in RFP.

- (3) The Annual License Fee shall be exclusive of all taxes and shall not be subject to any variation, labour condition and fluctuation in fares, taxes and any condition whatsoever.
- (4) Quarterly License Fees for every year shall be payable within 5 days in advance before ending of the previous Quarter and shall be increased at the rate of 10% on the Annual License Fees of the previous year.

8.5 Termination of Contract

If either party wants to terminate the License, it shall be allowed to do so by giving thirty (30) days' notice. However, in case the licensee would like to terminate the license agreement due to reasons attributable to it, then the Performance Security and the license fee for the remaining period of the year shall stand forfeited. In case the termination is due to Force Majeure or for any reason attributable to the SRFDCL, then unused license fees for the remaining period of the year and Performance Security may be returned to the Licensee subject to the SRFDCL's/AMC's right to receive any unpaid dues/damages, etc.

8.6 Jurisdiction of Courts

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

8.7 Change Management Procedure

Any changes having technical or commercial implications will have to be mutually agreed upon in advance, prior to making the change. In case of situations that the impact is not dependent on one or both parties' agreement, the revised commercials will be effective from the date of impact.

For avoidance of doubt, the parties expressly agree that-

- Change Request shall not be effective and binding unless agreed in writing and signed by both SRFDCL on behalf of AMC and Licensee.
- The payment of any additional cost agreed under a Change Request shall be in addition to the payments agreed upon under this RFP/subsequent Agreement.
- Upon a Change Request becoming effective, the Project Schedule shall automatically stand adjusted by the additional time required for implementing the Change Request.

8.8 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.

8.9 Events of default and termination:

8.9.1 Licensee Event of Default

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

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) The Licensee is unable to operationalize the Facility within the period stated in this RFP or within such period that the SRFDCL has permitted it.
- (2) Any major deviation from the proposal submitted by the Licensee that is not acceptable to the SRFDCL shall be corrected on the SRFDCL's Notice. Failure of the Licensee to do so shall be considered as the Event of Default on part of the Licensee.
- (3) Any representation made or warranties given by the Licensee under this License is found to be false or misleading.
- (4) The cumulative amount of the Damages in any Financial Year exceeds 10% of the license fees for that year.
- (5) Repetitive deviation from the performance standard and safety precautions as per Clause 8.1 or Annexure 6 of this RFP.
- (6) Licensee failed to make any payment to SRFDCL within the Period specified in this RFP or as specified by SRFDCL.
- (7) Licensee submits to SRFDCL any statement which is false in material particulars, and which has a material effect on SRFDCL's right, obligations or interests.
- (8) A resolution is passed by the shareholders for the voluntary winding up of the Licensee Company.
- (9) Any petition for winding up of the Licensee firm/company is admitted by a court of competent jurisdiction or the Licensee is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Licensee are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Licensee under this Contract, and provided that:
 - (a) The amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Contract.
 - (b) The amalgamated or reconstructed entity has the financial standing to perform its obligations under this License and has a credit worthiness at least as good as that of the Licensee as at the date of LOA and
 - (c) Each of the contracts remains in full force and effect.
- (10) Licensee suspends or abandons the operations without the prior consent of SRFDCL, 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,

- (11) Licensee has caused any serious breach that has caused some irreparable harm to the SRFDCL/AMC/surrounding environment or any Third Party, whatsoever.
- (12) Licensee has failed to correct any damage within reasonable time given by the SRFDCL.
- (13) Licensee repeatedly fails to carry out the activities as are mentioned in the scope of activities as per this RFP.
- (14) Licensee repudiates this RFP or otherwise evidences an intention not to be bound by this document.
- (15) Licensee is otherwise in Material Breach of the RFP or commits a default in complying with any of its other provisions.
- (16) Licensee has failed if the Operator have used damage boat/s due to negligence and has caused severe problem to SRFDCL/AMC in terms of putting passengers' life on risk.
- (17) Licensee has failed to maintain quality assurance program as per the ISO 22000 standard within reasonable time given by the Concerned Authority, if applicable.

8.9.2 Termination for Licensee Event of Default

Without prejudice to any other right or remedy which SRFDCL/AMC may have in respect thereof under this RFP, upon the occurrence of a Licensee Event of Default, SRFDCL shall, subject to provisions of the RFP, be entitled to terminate the Contract by issuing a Termination Notice of 30 (thirty) days to the Licensee, provided that before issuing the Termination Notice, SRFDCL on behalf of AMC shall by a notice in writing inform the Licensee of its intention to issue the Termination Notice. In case, the underlying breach/default is not cured within a period of seven days from the date of the Preliminary Notice, SRFDCL on behalf of AMC shall be entitled, to terminate the Contract by issuing the Termination Notice. Provided further, that:

- (a) If the default is not cured within 7 (seven) days of the Preliminary Notice, SRFDCL on behalf of AMC shall be entitled to encash the Performance Security with a notice to the Licensee (Encashment Notice),
- (b) If the default is not cured within 7 (seven) days of the Encashment Notice and a fresh Performance Security is not furnished within the same period, SRFDCL on behalf of AMC shall be entitled to issue the Termination Notice.
- (c) Upon Termination the SRFDCL on behalf of AMC shall be entitled for any legal remedies for compensation as may be prescribed by law.

8.9.3 Rights of Authority on Termination

Upon Termination of the License for any reason whatsoever, SRFDCL on behalf of AMC shall have the power and authority to:

- (1) Retain possession and control of Location forthwith in the original condition
- (2) SRFDCL on behalf of AMC may retain the possession of any/all structures constructed by the Licensee.
- (3) Prohibit the Licensee and any person claiming through or under the License from entering upon the Location/dealing with or any part thereof;
- (4) Appoint another party or Licensee for the License.
- (5) In the event of Licensee's Event of Default, the Performance Security may be returned subject to SRFDCL's rights to recover 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.
- (6) SRFDCL's Right to Re-tender the given area on Termination:

- a. SRFDCL on behalf of AMC shall have right to re-tender the given area on termination of the 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.

8.9.4 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 SRFDCL/AMC.

8.10 Liability

In no event SRFDCL/AMC shall be liable to 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.

8.11 Indemnity

- (1) The Licensee shall at all times, i.e. during the subsistence of License period and at any time thereafter, defend, indemnify and hold Authority harmless from and against all claims including without limitation claims for breach of contract, all suits, proceedings, actions, claims, demands, liabilities and damages which the SRFDCL on behalf of AMC or SRFDCL'S/AMC'S indemnified persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims including third party claims and expenses (including court costs) arising out of or relating to the breach by Licensee of any covenant representation or warranty or from any act or omission of the Licensee or his agents, employees or sub-Licensees.
- (2) The Licensee shall at all times, i.e. during the subsistence of License period, shall fully indemnify, hold harmless and defend the SRFDCL on behalf of AMC and SRFDCL/AMC indemnified persons from and against any loss or damages arising out of or with respect to-
 - (a) Failure of the Licensee to comply with Applicable laws and Applicable permits.
 - (b) Payment of taxes required to be made by the Licensee in respect of income or other taxes of Licensee and its representatives.
- (3) Nonpayment of amounts due because of materials or services furnished to the Licensee.
- (4) Third party claims for compensation and liabilities arising out of performance of fulfillment of Licensee's obligations.

It shall be deemed that by submitting the bid, the Bidder agrees and releases the SRFDCL, its employees, agents, representatives and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

8.12 Force Majeure

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

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

8.13 Independent Licensee

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

8.14 No Assignment

Neither party shall assign or transfer all or any of its obligations under this arrangement including any statement of work to any person without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

8.15 Proposal Disqualification Criteria

The proposal is liable to be disqualified in the following cases:

- (1) Proposal submitted in incomplete form.
- (2) Proposal is not accompanied by all requisite supporting documents.
- (3) The bid security/document fee is not submitted or is submitted in incorrect form.
- (4) Information submitted in bid documents is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (at any stage) or during the tenure of the agreement including the extension period, if any.
- (5) Bidders may specifically note that while evaluating the proposals, if it comes to SRFDCL's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the bids floated by SRFDCL on behalf of AMC. It is also clarified that if need arises SRFDCL on behalf of AMC would go in for appointment of outside party(s) to undertake the work under the captioned bid.

8.16 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 annexures hereto, and has fully informed itself as to all existing conditions and limitations.

8.17 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 SRFDCL/AMC. Additionally, such disclosure shall address 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.

8.18 Notification of Award

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

8.19 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 SRFDCL on behalf of AMC may award the contract to the next best value Bidder or call for new proposals.

8.20 Severability and Waiver

If any provision of this RFP, or any part thereof, shall be found by any Court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this RFP or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this RFP of any right, remedy or provision of this RFP shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

8.21 Representations, Warranties and Disclaimer:

8.21.1 Representations and Warranties of the Licensee

The Licensee represents and warrants to SRFDCL on behalf of AMC that:

- (1) It is duly organized, validly existing and in good standing under the laws of India.
- (2) It has to execute, deliver and perform its obligations under this RFP and to carry out the transactions contemplated hereby.
- (3) It has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this RFP.
- (4) It has the financial standing and capacity to undertake the Project.
- (5) This RFP constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- (6) It is subject to civil and commercial laws of India with respect to this RFP and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof.
- (7) The execution, delivery and performance of this RFP will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Licensee's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
- (8) There are no actions, suits, proceedings, or investigations pending or, to the Licensee's

knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Licensee under this RFP or which individually or in the aggregate may result in any Material Adverse Effect.

- (9) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect or impairment of the Licensee's ability to perform its obligations and duties under this RFP.
- (10) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect.
- (11) No representation or warranty by the Licensee contained herein or in any other document furnished by it to SRFDCL/AMC or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (12) No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Licensee, to any person by way of fees, commission or otherwise for securing the RFP or entering into of the Agreement or for influencing or attempting to influence any officer or employee of SRFDCL/AMC in connection therewith.

8.21.2 Disclaimer

- (1) Without prejudice to any express provision contained in this RFP, the Licensee acknowledges that prior to the execution of this RFP, the Licensee has after a complete and careful examination made an independent evaluation of the Specifications, Location and all the information provided by SRFDCL on behalf of AMC, and has determined to the Licensee's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Licensee in the course of performance of its obligations hereunder.
- (2) The Licensee further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in (a) above and hereby confirms that SRFDCL/AMC shall not be liable for the same in any manner whatsoever to the Licensee.

8.21.3 Representations and Warranties of SRFDCL on behalf of AMC

SRFDCL represents and warrants to the Licensee that:

- (1) SRFDCL has taken all necessary action to authorize the execution, delivery and performance of this RFP;
- (2) This RFP constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

8.22 Survival

Termination of the contract **(a)** shall not relieve the Licensee or SRFDCL of any obligations hereunder which expressly or by implication survives Termination hereof, and **(b)** except as otherwise provided in any provision of this RFP expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

8.23 No Partnership

Signature of Authorized signatory_____

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

8.24 Miscellaneous

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 writing in English language.

Ownership and Protection of Property

- (1) SRFDCL on behalf of AMC shall retain the title and ownership of any Location/site allotted by SRFDCL on behalf of AMC to Licensee for purposes of carrying out Licensee's obligations in relation to the License. Such title and ownership of SRFDCL on behalf of AMC of any such Location shall not pass to Licensee.
- (2) For 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 and Agreement.

Adherence to Formats

Strict adherence to formats for submission of details asked in the RFP, wherever specified, is required. Non-adherence to formats shall be a ground for declaring the Bid non-responsive.

9. No Change

No change in, or supplementary information to a Bid shall be accepted once submitted. However, SRFDCL reserves the right to seek additional information from the Bidders, if found necessary, during evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by SRFDCL, may be a ground for rejecting the Bid.

10. SIGNAGE:

- (a) The Licensee shall have the right to put up signage's of size as approved by the SRFDCL displaying the generic name. The signage need to confirm to all governmental laws, regulations or ordinance relevant thereto. **Any tax on such signage taken by local authority/Government would be borne by licensee only and it will be paid separately.**
- (b) The Licensee shall need to 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.
- (c) 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 persistent default, SRFDCL reserve the right to terminate the agreement with forfeiture of the Performance Security and advance license fee paid in its favor after adjustment of all dues whatsoever.

**Formats for documents to be submitted
Annexure 1: Letter comprising the Bid**

Date:

To,
Executive Director,
Sabarmati Riverfront Development Corporation Ltd. (SRFDCL)
2nd Floor, "Riverfront House"
B/h. H.K. Arts College, Between Gandhi & Nehru Bridge,
Pujya Pramukh Swami Marg (River Front Road - West)
Ahmedabad - 380009

**Sub: Bid for Provision, Operation, Maintenance and Management of Boating Activities
in the River Sabarmati, Ahmedabad, Gujarat, India**

Dear Sir,

With reference to your RFP document dated __, I/we, having examined the Bidding Documents and understood their contents and terms & conditions, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that the SRFDCL will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as operator for Provision, Operation, Maintenance and Management of Boating Activities in the River Sabarmati.
3. I/We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
4. I/We acknowledge the right of SRFDCL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, I/we or my/our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/ We declare that:
 - a. The Bidder is not a Consortium
 - b. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged

Signature of Authorized signatory_____

or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

- e. The undertakings given by me/us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
7. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance the RFP document.
8. I/We believe that I/we satisfy the Turnover criteria and meet the requirements as specified in the RFP document. My/Our Average Annual Turnover during the last three financial years is _____ from _____ (**specify business**).
9. I/We declare that I/we or my/our Associates are not a Member of a/any other Consortium submitting a Bid for the Project.
10. I/We certify that in regard to matters other than security and integrity of the country, I/we or any of my/our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, I/we or any of my/our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/managers/employees.
13. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate SRFDCL of the same immediately.
14. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SRFDCL on behalf of AMC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
15. In the event of my/our being declared as the Successful Bidder, I/we agree to enter into a License Agreement.
16. I/We have studied all the Bidding Documents carefully and also surveyed the project site, location for the facility, site conditions, climate, availability of water and other utilities for construction, access to location, handling and storage of materials, weather data, applicable law and regulations, location surroundings, any other matter which is relevant and the traffic. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by SRFDCL or in respect of any matter arising out of or relating to the Bidding Process including the LOA.
17. I/ We offer a Point Wise Bid Security of **Rs. 1,00,000/- (Rupees One Lakh only)** to SRFDCL in accordance with the RFP Document having Demand Draft No. _____ dated _____ from _____ Bank as attached.
18. The documents accompanying the Bid, as specified the RFP, have been submitted in a separate envelope.
19. I/We agree and understand that the Bid is subject to the provisions of the Bidding

Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.

20. I/We agree that I/We have quoted annual license fee exclusive of taxes after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
21. I/We agree and understand that the annual license fee will escalate every year @ 10% on the annual license fee of the previous year and thereafter for remaining years.
22. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
23. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement.
24. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid opening date.
25. Declaration of bidder on requisite stamp paper, for being not banned/blacklisted by any Government Agency/Organization.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the Authorized signatory)
Name and seal of Bidder/Lead Member

Date:

Place:

Annexure 2: Bidder Information**1. Bidder name and contact details:**

Name of Bidder:

Type of Bidder: (Proprietor/ Partnership Firm/ Company, etc.)

Name of Authorized Representative:

Telephone No:

Mobile No:

Alternate Number:

E-mail:

Registered Office Address:

2. To be Enclosed:

- a) Documents certifying Bidder's legal status i.e. Certificate of incorporation / Registration
- b) Latest brochures/organization profiles etc.
- c) 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 (POA) will be required to be attached with the qualifying bid. POA shall be as per the format specified in the RFP.
- d) Audited Financial Reports of the last 5 years (2017-18 to 2021-22).
- e) Any other additional information found necessary by the bidder relating to the RFP

Annexure 3: Technical Bid Evaluation Criteria

The bidders shall have to submit detailed information/supporting documents as per the table below as part of Technical Proposal. Bidders are required to pass in each of the Technical Criteria specified below for becoming qualified. Financial bids of only qualified bidders would be opened. Whether the bidder is pass/fail in each of the criteria shall be decided based on the documents submitted by the bidder and as decided by the SRFDCL on behalf of AMC.

Criteria	Specific Requirement	Documents to be Submitted	
Average Turnover	Bidder should have average turnover of Rs 30,00,000/- (Rupees Thirty lacs) during the last three financial years out of any last 5 financial years starting from (2017-18 to 2021-22) from any of the following activities:	Certificate from Statutory Auditor/Registered Chartered Accountant specifying the turnover from these activities only during each of the last three financial years.	Pass/Fail
Prior experience of the Bidder	The bidders should have at least 3 years of experience of Conceptualization, Installation, Implementation, Operations, and Maintenance & Management of Boating Activities	Experience Certificate from respective authority is to be submitted.	Pass / Fail
Moratorium Time	Bidder must be able to bring in Boats meeting technical specifications as per the RFP Summary.	Availability of Boats meeting technical specifications based on drawings, quotations, brochures and other material	Pass/Fail
Broad Business Plan of the proposed Boating activities.	Sound and convincing Business Plan for boating activities	Bidder must submit their presentation and provide following details and qualified bidder may be invited for doing their presentation on Technical Proposal: Concept / Business Plan, innovativeness and market compatibility (10 marks) Quality of Proposed boats in terms of Adequacy of	Must score 30 marks out of the 40 as mentioned

		<p>Size, Age, Safety features, Technical features and adequacy, Cost, Make, Design, Finishing and furnishing (20 marks) based on drawings, brochures etc. to convince the SRFDCL.</p> <p>Prior experience / relationship with supplier and other details that convinces the SRFDCL on behalf of AMC about the capability of the bidder to launch his services within the specified time (10 marks)</p>	
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Annexure 4 : 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)	
2020-21(audited)	
2021-22(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 5: Point wise Price Bid Format

1. Below Usmanpura Garden Nr. Gandhi Bridge

Base price for Boating point at below Usmanpura Garden, Near Gandhi Bridge is Rs. 10,00,000 (Rupees Ten lakhs) Plus Applicable GST per annum. The said price would be escalated at 10% every year.

At this boating point the operator will be entitled for the following types of boats has to bid separately for each type of point:

Sr. No.	Types of boats	Seating Capacity excluding Crew Members	Maximum Units allowed
1	Speed Boat	10	2
2	Pontoon boat	10	2
3	Jet ski	10	2
4	Motorboat	10	2
5	Paddle Boat	10	2

Food Kiosk: Only 1 Food Kiosk is permitted. Food Kiosk shall not be more than 8 feet x 8 feet x 10 feet. No Extra rental will be charged for Kiosk.

The Licensee shall seek written approval for the dimensions of the Food kiosk from SRFDCL. The Licensee shall ensure that during the license period, the dimension of the Food kiosk shall not deviate, and it shall be as per the approved dimension by SRFDCL

NOTE:

1. In case, any tie between the bidders for a particular boating point, there would be an auction and the bidder who will quote higher Annual License Fees will be awarded.
2. The above rates are exclusive of GST and the bidder has to pay applicable GST over and above the quoted operating fees.
3. No celebration / party function or any other cultural / social activity will be allowed except simply boating. Moreover, no food is to be served/ consumed by licensee / passengers on boat.
4. Licensee has to submit design and size of the Jetty for respective boating point to SRFDCL for its approval and after getting the approval from SRFDCL then only Licensee can start to construct / build Jetty work.

2. At Vallabh Sadan Nr. Riverfront House

Base price for Boating point at Vallabh Sadan, Near Riverfront House is Rs. 50,00,000 (Rupees Fifty lakhs) Plus Applicable GST per annum. The said price would be escalated at 10% every year.

At this boating point the operator will be entitled for the following types of boats has to bid separately for each point:

Sr. No.	Types of boats	Seating Capacity excluding Crew Members	Maximum Units allowed
1	Speed Boat	10	2
2	Pontoon boat	10	2
3	Jet ski	10	4
4	Motorboat	10	4
5	Paddle Boat	10	3
6	Closed Cruise Boat	50	1
7	Open Cruise Boat	50	1

Food Kiosk: Only 1 Food Kiosk is permitted. Food Kiosk shall not be more than 8 feet x 8 feet x 10 feet. No Extra rental will be charged for Kiosk.

The Licensee shall seek written approval for the dimensions of the Food kiosk from SRFDCL. The Licensee shall ensure that during the license period, the dimension of the Food kiosk shall not deviate, and it shall be as per the approved dimension by SRFDCL

NOTE:

1. In case, any tie between the bidders for a particular boating point, there would be an auction and the bidder who will quote higher Annual License Fees will be awarded.
2. The above rates are exclusive of GST and the bidder has to pay applicable GST over and above the quoted operating fees.
3. No celebration / party function or any other cultural / social activity will be allowed except simply boating. Moreover, no food is to be served/ consumed by licensee / passengers on boat.
4. Licensee has to submit design and size of the Jetty for respective boating point to SRFDCL for its approval and after getting the approval from SRFDCL then only Licensee can start to construct / build Jetty work.

3. Below Subhash Bridge Garden Nr. Dadhichi bridge

Base price for Boating point at Vallabh Sadan, Near Riverfront House is Rs. 10,00,000 (Rupees Ten lakhs) Plus Applicable GST per annum. The said price would be escalated at 10% every year.

At this boating point the operator will be entitled for the following types of boats has to bid separately for each point:

Sr. No.	Types of boats	Seating Capacity excluding Crew Members	Maximum Units allowed
1	Speed Boat	10	2
2	Pontoon boat	10	2
3	Jet ski	10	2
4	Motorboat	10	2
5	Paddle Boat	10	2
6	Closed Cruise Boat	50	1
7	Open Cruise Boat	50	1

Food Kiosk: Only 1 Food Kiosk is permitted. Food Kiosk shall not be more than 8 feet x 8 feet x 10 feet. No Extra rental will be charged for Kiosk.

The Licensee shall seek written approval for the dimensions of the Food kiosk from SRFDCL. The Licensee shall ensure that during the license period, the dimension of the Food kiosk shall not deviate, and it shall be as per the approved dimension by SRFDCL

NOTE:

1. In case, any tie between the bidders for a particular boating point, there would be an auction and the bidder who will quote higher Annual License Fees will be awarded.
2. The above rates are exclusive of GST and the bidder has to pay applicable GST over and above the quoted operating fees.
3. No celebration / party function or any other cultural / social activity will be allowed except simply boating. Moreover, no food is to be served/ consumed by licensee / passengers on boat.
4. Licensee has to submit design and size of the Jetty for respective boating point to SRFDCL for its approval and after getting the approval from SRFDCL then only Licensee can start to construct / build Jetty work.

Annexure 6 : No Blacklisting Affidavit

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

(On Requisite Stamp Paper)

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

Signature of Authorized signatory_____

Annexure 7: Format for Performance Security

To,
The Executive Director,
Sabarmati Riverfront Development Corporation Ltd. (SRFDCL)
2nd Floor, “Riverfront House,
Behind H.K. Arts College, Between Gandhi & Nehru Bridge,
Puja Pramukh Swami Maharaj Marg (Riverfront – West),
Ahmedabad – 380 009

WHEREAS <**Name of Bidder**> <Registered office address>. hereinafter referred to as “the **Bidder**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns) has undertaken, in pursuance of LOA No. [●] dated [●] for Provision, Operation, Maintenance and Management of a Boating activities in the Sabarmati River in Ahmedabad City (the “**Assignment**”) on License basis (hereinafter referred to as “**the License Agreement**”).

AND WHEREAS it has been stipulated by you in the License Agreement that the Bidder shall furnish you with a Bank Guarantee by any Nationalized/Scheduled Bank located in India for the sum specified therein as Performance Security for due and faithful compliance of his/its obligation in accordance with the Contract;

AND WHEREAS we [●] (*name of the Bank*) having office at [●] have agreed and hereby give you Bank Guarantee, as aforesaid.

NOW THEREFORE we hereby affirm that we are the Guarantor and liable to pay you, as an amount, up to a total of Rs. _____/- (Rupees _____ Only), notwithstanding anything to the contrary, as contained in the Contract, we hereby agree that your decision as to whether the Bidder has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, and we undertake to pay you, upon your first written demand and without any cavil, argument, or contest whatsoever any sum or sums within the limits of Rs. _____/- (Rupees _____ Only) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. Such sum being payable in Indian National Rupees in which the Contract Price is payable.

We hereby waive the necessity of your demanding the said debt from the Bidder before making the demand from us.

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

The Bank hereby, unconditionally and irrevocably, guarantees and affirms that in order to give effect to this Guarantee, SRFDCL shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Bidder and/or the Bank, whether by their

Signature of Authorized signatory_____



absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee;

It shall not be necessary, and the Bank hereby waives any necessity, for SRFDCL to proceed against the Bidder before presenting to the Bank its demand under this Guarantee;

This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by SRFDCL in respect of or relating to the Contract or of the Assignment or for the fulfilment, compliance and/or performance of all or any of the obligations of the Bidder under the License Agreement;

The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of SRFDCL in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank;

We undertake that on receipt of your demand we shall forthwith make payment of sum demanded by you regardless of any difference or dispute the Bidder may have with you on any issue regarding non-performance of the Contract.

The guarantee shall be valid up to [●] or completion period of Contract plus three months, whichever date is later and we undertake to extend this guarantee, if the completion period of contract is extended.

SIGNATURE AND SEAL OF THE GUARANTOR: [●]

NAME OF BANK [●]

ADDRESS [●]

Note: Please note that no additions, deletions or alterations (save and except filling in blanks) regarding the contents of this Form shall be made to the Performance Security to be furnished by the Bidder, if any are made, this Bank Guarantee may not be accepted and shall be rejected by SRFDCL.

Annexure 8: Performance Standards

Performance Standards to be fulfilled by the Licensee with regard to Amenities during the Provision, Operation, Maintenance and Management of the Boating Activities.

The list mentioned below prescribes the minimum standards and other requirements to be maintained by the Licensee. However, additional standards/conditions may be implemented keeping in view the particular site characteristics.

General

- i. All floor surfaces on the boats to be clean and in good condition. Daily germicidal cleaning of floors.
- ii. Establishment to comply with applicable labor laws.
- iii. Complaint/Suggestions Register to be placed and maintained at somewhere near entrance for Boating activities site.
- iv. Power back up facility.
- v. Proper Signage.
- vi. Cash Counter should be equipped with Computer and other necessary infrastructure.
- vii. Obtaining all necessary approvals, clearances and licenses required for operating the Facility.

Staff Quality

- i. Smart and clean Staff Uniforms along with face Mask considering any epidemic/pandemic viral situation
- ii. Front office staff should be able to understand and speak in Gujarati/Hindi and English
- iii. Staff Welfare / Facilities
- iv. The supervisory staff meeting guests should be able to understand and speak Gujarati/Hindi and English.
- v. 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. Further, Licensee shall submit police verification report in respect to all its personnel to the SRFDCL within 2 months of executing the License Agreement. 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.

Safety & Security

- i. Required members of the staff shall be trained in swimming and lifesaving, necessary certificates of the same shall be submitted to SRFDCL.
- ii. Security arrangement
- iii. Adequate lifesaving equipment / Fire Extinguishers to be installed on boat as per any concerned authority's/GMB's requirements.
- iv. Fire and emergency procedure notices displayed
- v. Staff trained in first aid. First aid kit with over-the-counter medicines with front desk
- vi. Provision for emergency exit
- vii. To meet any eventuality, licensee must provide a rescue boat(s) of fully enclosed type of adequate capacity. This boat(s) may sometimes be used for transporting VVIPs.

- viii. The licensee shall maintain the boats and rescue boat(s) in perfect condition all the time.
- ix. The licensee shall follow all the rules, regulations or guidelines by Concerned Authority regarding the COVID-19 Pandemic or any future emergencies, lockdown etc.

Eco-friendly Practices

- i. Waste Management – Strictly no dumping of any solid, liquid, bio or any other kind of waste in the river
- ii. Pollution Control Measures as prescribed by the Gujarat State Pollution Control Board / Others.

Annexure 9: Format of Power of Attorney for Signing of Bid
(On Requisite Stamp Paper)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms (name), son/daughter/wife of..... and presently residing at, who is (presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the “Request for Proposal for “Selection of a Licensee for Provision, Operation, Maintenance And Management Of Boating Activities in the Sabarmati River in Ahmedabad City” (the “Project”) proposed to be developed by the Sabarmati Riverfront Development Corporation Limited (the “SRFDCL”) on behalf of AMC including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in pre-bids and other conferences and providing information/responses to SRFDCL, presenting us in all matters before SRFDCL, signing and execution of all contracts including the License Agreement and undertakings, consequent to acceptance of our bid, and generally dealing with SRFDCL in all matters in connection with or relating to or arising out of our bid, for the said Project and/ or upon award thereof, to us and/or till the execution of License Agreement with SRFDCL/ AMC.

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

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

For -----
(Signature, Name, Designation and Address)
[Notarized]

Witnesses:

1. _____
2. _____

Accepted

.....
(Signature)
(Name, Designation of the Attorney)

Instructions:

- (1) *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (2) *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of*

Signature of Authorized signatory_____

attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.

- (3) *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*