

REQUEST FOR PROPOSAL (RFP)

FOR

SELECTION OF THE SERVICE PROVIDER FOR TICKET ISSUANCE, FEE COLLECTION AND OTHER ALLIED SERVICES AT THE TICKET WINDOW OF VARIOUS PARKS, GARDENS AND AT ATAL BRIDGE ON EAST & WEST SIDE AT SRFD PROJECT AREA

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

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

Date of Issue : 24/10/2024



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

● Tel: 079-26580430 ● Email: office@srfdcl.com
Website: www.sabarmatiriverfront.com

Signature of Authorized signatory_____

Page 1 of 64

ABSTRACT

Event Description	Date
Name of Work	For the Selection of the Service Provider for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area on a non-exclusive basis.
Bidding Document Available From	(Download the document from websites https://www.nprocure.com OR http://ahmedabadcity.gov.in/ OR www.sabarmatiriverfront.com From 24/10/24 to 25/11/24 onwards
Last date for receiving queries	Queries should be submitted in the word format on or before 07/11/24 up to 16:00 Hrs. on office@srfdcl.com only. Hard copy of queries will not be accepted. Queries received after due date and time will not be entertained.
Pre-Bid Meeting	To be held on 11/11/24 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
Response to Queries	18/11/2024 will be uploaded on the website
Last Date and Time for Online Submission of Bids	Date: 25/11/2024 , Time 14:00 Hrs.
Physical submission of RFP Fee, EMD and other RFP documents	25/11/2024 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 shall be submitted online only. License Fees shall not be mentioned in the Technical Bid. In case of default, the entire Bid shall be summarily rejected.
Time & Date of Opening of Technical Bids	26/11/2024 @ 11:00 Hrs. in office of the Authority at Riverfront House, Behind H.K. College, Pramukh Swami Marg, Riverfront, Ahmedabad, Gujarat 380009
Time & Date of Opening of Financial Bid	It shall be informed to the qualified bidders through e-mail
Validity of Bids	180 days from the bid due date.
Cost of RFP document	Rs. 10,000/- payable as per this RFP
EMD/ Bid Security	Please refer Clause of "BID SECURITY" of this RFP
Performance Security	Please refer Clause of "PERFORMANCE SECURITY" of this RFP

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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 for RFP Document Fees and Earnest Money Deposit shall be submitted 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.

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

Contacting Officer:

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

Download of RFP Document: -

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

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The Bid should consist of the following documents:

RFP document fee (non-refundable) of **Rs. 10,000/-** (Rupees Ten Thousand Only) & Bid Security (Earnest Money Deposit) for an amount of **Rs. 2,00,000/-** (Rupees Two Lakhs Only) in the form of an Account Payee DD from a Nationalized / Scheduled Bank, in favour of “Sabarmati Riverfront Development Corporation Limited” payable at Ahmedabad. RFPs submitted without EMD and /or RFP document Fees shall be disqualified.

Opening of Technical Bid only:-

The Technical Bid will be opened on **26/11/2024 @ 11:00 Hrs.** The bidder has to submit the Bid 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 any issues.

DISCLAIMER

Sabarmati Riverfront Development Corporation Limited (SRFDCL), a Special Purpose Vehicle 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 for the Selection of the Service Provider for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area. The information is provided on the basis that it is non-binding on SRFDCL, AMC, Government of Gujarat, Government of India 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
DISCLAIMER	5
1. PREAMBLE:	8
2. DEFINITIONS:	9
3. RFP SUMMARY:	12
4. INSTRUCTION TO BIDDERS FOR BID SUBMISSION:	18
(i) About the Contract – Bidding criteria	18
(ii) Right of SRFDCL to accept or reject any Bid	18
(iii) Documents Constituting Bid.....	18
(iv) Contents of Bid Submission.....	19
(v) Bid Security	19
(vi) Bid Security shall stand forfeited in the following situations:	19
(vii) Performance Security.....	20
(viii) Fresh Performance Security.....	20
(ix) Performance Security shall be forfeited in the following situations:.....	20
(x) Bid Signatory:	20
(xi) Bid Evaluation Method and Award Criteria:	21
(xii) Bid Opening Process.....	21
(xiii) Validity Period	21
(xiv) Extension of Period of Validity	21
(xv) Modification and Withdrawal of Bid.....	21
(xvi) Right to call for more information /documents.....	21
(xvii) Amendment of RFP.....	22
(xviii) Award Criteria:	22
(xix) Test of Responsiveness	23
5. SCOPE OF THE WORK AND OTHER CONDITIONS OF SERVICE PROVIDER:	24
(i) Scope of Work:.....	24
(ii) Other Conditions for the Service Provider:	25
6. INSURANCE:	27
7. GENERAL RFP CONDITIONS:	28
(i) Work Order & Agreement	28
(ii) Tax Liability.....	28
(iii) Visit to the Location.....	28
(iv) Payment and Consideration.....	29

Signature of Authorized signatory_____

(v) Jurisdiction of Courts.....	29
(vi) Change Management Procedure.....	29
(vii) For avoidance of doubt, the parties expressly agree that-.....	29
(viii) DISPUTE RESOLUTION:	30
(ix) EVENTS OF DEFAULT:	30
(x) TERMINATION OF CONTRACT.....	31
(xi) Termination Payments	32
(xii) LIABILITY:	32
(xiii) INDEMNITY:	32
(xiv) FORCE MAJEURE:	33
(xv) INDEPENDENT SERVICE PROVIDER:	33
(xvi) NO ASSIGNMENT:.....	33
(xvii) PROPOSAL DISQUALIFICATION CRITERIA:	34
(xviii) UNDERSTANDING OF TERMS:.....	34
(xix) NOTIFICATION OF AWARD:.....	34
(xx) FAILURE TO AGREE WITH THE TERMS AND CONDITIONS:	34
(xxi) SEVERABILITY AND WAIVER:	34
(xxii) REPRESENTATIONS, WARRANTIES AND DISCLAIMER:	35
(xxiii) SURVIVAL:	36
(xxiv) NO PARTNERSHIP:	36
(xxv) MISCELLANEOUS:.....	36
ANNEXURE-1: LETTER COMPRISING THE BID	38
ANNEXURE-2: BIDDER INFORMATION	41
ANNEXURE-3 : TECHNICAL QUALIFICATION OF THE BIDDER	42
ANNEXURE-4 : FINANCIAL QUALIFICATION OF THE BIDDER	43
ANNEXURE-5 : FORMAT FOR PERFORMANCE SECURITY	44
ANNEXURE-6 : FORMAT FOR FINANCIAL BID	46
ANNEXURE-7 : FORMAT OF POWER OF ATTORNEY FOR SIGNING OF BID	47
ANNEXURE-8 : STATEMENT OF LEGAL CAPACITY	49
ANNEXURE-9 : ANTI-COLLUSION CERTIFICATE	50
ANNEXURE-10 : UNDERTAKING REGARDING LITIGATION / ARBITRATION	51
ANNEXURE-11: Anti-Black listing Certificate	52
ANNEXURE-12 : DRAFT SERVICE AGREEMENT	53

1. PREAMBLE:

Sabarmati Riverfront Development Corporation Ltd. (SRFDCL), established by the Ahmedabad Municipal Corporation (AMC), has been entrusted with the task of implementing the Sabarmati Riverfront Development Project in Ahmedabad. Thus, SRFDCL invites Bids for the Selection of the Service Provider for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area for a period of 2 (two) years and which may be further extendable for 2 (two) years subject to satisfactory performance of the Service Provider and on mutual consent.

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 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 on the basis of the 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 of opening of Financial Bids through e-mail.

2. DEFINITIONS:

“**AMC**” shall mean Ahmedabad Municipal Corporation established in July 1950 under the Bombay Provincial Corporation Act, 1949, responsible for the civic infrastructure and administration of the city of Ahmedabad.

“**SRFDCL**” shall mean Sabarmati Riverfront Development Corporation Limited, a Special Purpose Vehicle (SPV) of 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 document 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.

“**Service Agreement**” or “**Agreement**” or “**Contract**” shall mean the Agreement between the SRFDCL and the Successful Bidder (here in after referred as the “Service Provider”) for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area against the Monthly Charges per POS paid by SRFDCL to the Successful Bidder and in accordance with the Terms and Conditions of this RFP, Work Order and the Service Agreement. The RFP document, Work Order, any addendum / amendment / clarification and any communication by SRFDCL shall be deemed to form and be read and construed as part of the Service Agreement. The Agreement shall be executed within 1 (one) month from the date of Work Order.

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

“**Consortium**” shall mean the group of legally constituted entities, who have come together to participate in captioned project. The Consortium is not permitted to participate in this Project.

“**Firm**” shall mean private service provider, agency, association, entity, a single legal entity, registered as such under applicable law or regulation in India, and/or could be a Government Agency.

“**Service Provider**” shall mean Successful Bidder whose Proposal has been selected by SRFDCL for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area.

“**Service period**” shall mean the tenure for providing the services shall be of 2 (two) years from the Commencement Date till the early termination of the services or expiry of the Agreement, whichever is earlier. The tenure may be further extendable for 2 (two)

years subject to satisfactory performance of Service Provider and on mutual consent.

“**Point of Service (POS)**” shall mean the points at which Manpower services are to be provided. It may be noted that the **service points do not represent manpower requirements but represent number of points** at which services are to be provided during the working / operating hours mentioned herein below:

Name of the POS	Timing	Number of POS
Biodiversity Park	7 AM to 5 PM	1 (West Side)
Riverfront Park @ Subhash Bridge Gate No. 2	9 AM to 9 PM	1 (East Side)
Riverfront Park @ Subhash Bridge Gate No. 3	9 AM to 9 PM	1 (East Side)
Children Park	9 AM to 9 PM	1 (East Side)
Riverfront Park @ Usmanpura	9 AM to 9 PM	1 (West Side)
B.J. Park	9 AM to 9 PM	1 (West Side)
Atal Bridge & Flower Park	9 AM to 9 PM	4 on West side & 2 on East side during Monday to Friday 7 on West side & 3 on East side during Saturday, Sunday & Public Holiday

“**Timing of Service**” shall mean the hours of operation shall be from 09:00 AM to 9:00 PM. The timing can be subject to change as per the applicable laws and regulations by SRFDCL / AMC / Government. The Authority has full discretion to change the timings.

“**INR**” shall mean Indian Rupees

“**Work Order**” means the letter issued by SRFDCL, a SPV of AMC to the Successful Bidder to undertake and execute this particular Contract in conformity with the Terms and Conditions set forth in this RFP including clarifications and/or amendments and subsequent Agreement.

“**Commencement Date**” shall mean that the service provider shall commence operations within Seven (7) days from the date of Work Order. In case, Service Provider fails to comply with aforesaid obligations [including without limitation demonstration of work force availability in terms of RFP] within prescribed time period or any extension thereto, the SRFDCL shall charge Liquidated Damages of Rs. 1000 per POS per day of delay.

“**Termination of the Service Agreement**” means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this Agreement.

“**Material Adverse Effect**” means any act or event of Service Provider which causes a material financial burden or loss to SRFDCL/AMC.

“**Performance Security**” shall mean the Bank Guarantee to be furnished by the Signature of Authorized signatory_____

Successful Bidder within 7 days from the Work Order 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 Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area.

“Damages” shall mean any claim of the SRFDCL/AMC against the Service Provider for breach of the Service Agreement, including but not limited to damages to the Ticket Window, Hardware, Software, dues, arrears any or all present and future outgoings, municipal corporation taxes, rates, levies, or by any other name etc. against which the Service Provider shall be entitled to claim and adjust the Performance Security.

“Hardware” shall mean the machines, wiring, and other physical components of a computer, POS Machine, Printer or other electronic system provided by SRFDCL. The ownership of the Hardware shall be of SRFDCL.

“Software” shall mean set of instructions, data or programs used to operate computers and execute specific tasks. The ownership of the Software shall be of SRFDCL.

“Manpower” shall mean the personnel deployed by Service Provider for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area.

“Applicable Law(s)” shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government (Central or State), Statutory Authority, tribunal, board or court as may be applicable from time to time, Minimum Wages Act 1948, Industrial Disputes Act, 1947, Employees State Insurance Act, 1948, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Bonus Act, Payment of Wages Act, 1936, Payment of Gratuity Act, 1972, The Factories Act, 1948, Professional Tax Act, Contract Labour (Abolition & Regulation) Act, 1970, Workman Compensation Act, 1923 and/or any other applicable law for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area;

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 the Service Provider for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and Atal Bridge at SRFD Project Area on a non-exclusive basis.
2.	Eligibility Criteria	<p>a) Indian companies incorporated under Companies Act 1956/2013 or are Partnership firms/Proprietary firms constituted under applicable laws in India and bearing registration with competent authority (as applicable) are allowed to participate in the bidding process and submit their Bids in terms hereof.</p> <p>b) A consortium shall not be eligible to submit Proposal under this RFP and accordingly shall not be considered in the event a consortium of entities submits a Bid under this RFP.</p> <p>c) Subcontracting shall not be permitted.</p> <p>d) The Bidder and/or its deployed manpower shall not be involved in any misappropriation of funds with any Government Agency/ Organization/ Corporation/SPV etc.</p> <p>e) The Bidder should not have been blacklisted by any Government / Public Sector entity in India at the time of due date of Bid Submission. The Bidder is required to provide Anti Blacklisting Certificate as specified in RFP Submission.</p> <p>f) There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Bidder).</p> <p>g) Any entity which has been barred by the Central Government, any State Government, a statutory Authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Bid, would not be eligible to submit a Bid either by itself or through its Associate.</p> <p>h) The bidder shall be registered with concerned Govt. Authorities, i.e., Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration as well as code number should be submitted</p>
3.	Qualification Criteria	<p>Financial Qualification:</p> <ul style="list-style-type: none"> • Bidder should have an average turnover of Rs. 50,00,000/- during the last three financial years i.e. 2021-2022, 2022-2023 and 2023-2024 for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window. • Experience of a minimum of five (5) years in Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window from the bid due date.

Sr.	Key Information	Details
		<ul style="list-style-type: none"> • Certificate from Statutory Auditor / Registered Chartered Accountant specifying the turnover from aforesaid activity only during each of the last three financial years as prescribed in the Annexure.
4.	Award Criteria	<ul style="list-style-type: none"> • The Bidder quoting the lowest Monthly Charges per POS shall be declared as the Successful Bidder. However, the proposal of the bidder shall be termed Non responsive if it is determined to be (i) unrealistically lower or higher than internal estimate or market rate or Good Industry Practice or (ii) lower than that required for compliance with labour regulations and any other applicable laws and rules such Minimum Wages Act or Dearness Allowance, ESIC, PF etc. and which could not be substantiated satisfactorily by the bidder. <u>The Bidder shall have to provide break-up as and when demanded by SRFDCL.</u> The Bidder whose quote found to be non-responsive shall be liable for rejection. • In case Lowest Bidder's Financial Bid is determined to be non-responsive, then, second Lowest Bidder's Finance Bid shall be considered for award after checking its test responsiveness. In case, second Lowest Bidder's Financial Bid too is found to be non-responsive, SRFDCL can move to the third lowest bidder and so on.
5.	Service Period	<p>The tenure for providing the services shall be of 2 (two) years from the Commencement Date till the early termination of the services or expiry of the Agreement, whichever is earlier. The tenure may be further extendable for 2 (two) years subject to satisfactory performance of Service Provider and on mutual consent.</p>
6.	Bid Submission Format	<p>Online: <u><i>The bidders should upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit / Tender Fees etc. as per the requirements contained in the RFP in support of their technical bids. The bidder should sign all statements, documents etc. uploaded by him, owning responsibility for their correctness /authenticity.</i></u></p> <p>Hard copy / Offline: Bidders are Required to submit the Bid in following two envelopes: a) Envelope 1: Cost of Document & Bid Security:</p> <p>This envelope shall be super scribed “Envelope 1: Document Fee and Bid Security”.</p>

Sr.	Key Information	Details
		<p>The amounts of Document fees and Bid Security are provided in this RFP summary respectively.</p> <p>b) Envelope 2: Qualification Bid / Technical Proposal:</p> <p>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.</p> <p>This envelope shall be super scribed “Envelope 2: Qualification Bid / Technical Proposal” Qualification Bids may be submitted in a common envelope.</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 shall not be mentioned in the Technical Bid. In case of default, the entire Bid shall be summarily rejected.</u></p> <p>All the envelopes shall be placed in one outer Envelope. The envelope shall be super scribed “RFP for Selection of the Service Provider for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area on a non-exclusive basis” and shall be submitted to the address specified in RFP Summary before the Bid Submission date. The Bid submission date is specified in RFP.</p>
7.	Bid Evaluation	<p>a) Envelope 1: This should contain Document Fee/ RFP Document Fee and Bid Security/EMD. Envelope 2 of only those Bidders shall be opened who have provided Document Fee and Bid Security.</p> <p>b) Envelope 2: Assessment of Financial and Technical qualifying criteria. The Bidders are required to pass in each of the eligibility and Qualification Criteria mentioned in the RFP summary and terms and condition set forth in this RFP document.</p> <p>Technical Bids not accompanied with EMD & Tender Fee of requisite amount are liable to be rejected outright.</p> <p>The Authority at its discretion, may ask the bidder for additional details.</p>

Sr.	Key Information	Details
		<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>
8.	Bid Validity	180 Days from the date of opening of bid
9.	Bid Security/ EMD	<p>The amount for Bid Security shall be Rs. 2,00,000/- (Rs. Two Lakhs only) 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.</p>
10.	Performance Security	<p>Performance Security of 10% of Annual Charges in the form of DD / Bank Guarantee in favour of Sabarmati Riverfront Development Corporation Limited and payable at Ahmedabad from Nationalized / Scheduled Bank to be paid within 7 days from the Work Order.</p> <p>In the case of Bank Guarantee, the Performance Security should be valid for a period of 27 months from the Commencement Date.</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 Annexure-5 of this RFP.</p> <p>In absence of renewal of Performance Security within the stipulated time, it shall be constituted as Material Breach of Contract and Service Provider’s Event of Default and shall entitle SRFDCL to terminate the Service Agreement.</p> <p>The Bank Guarantee as Performance Security shall be encashable in any branch of that Bank at Ahmedabad.</p>
11.	Payment of Monthly Charges	<p>SRFDCL shall pay Monthly Charges per POS plus applicable GST to the Service Provider. It may be noted that the service points do not represent manpower requirements but represent number of points at which services are to be provided during the working / operating hours.</p> <p>SRFDCL shall make monthly payments at the end of each calendar month during Agreement Period. The Service Provider shall produce the evidence of payment made to deployed manpower at SRFD Project Area as per minimum wages act and statutory dues such as PF, ESI etc. and any amendment subsequently issued by the Government</p>

Signature of Authorized signatory_____

Sr.	Key Information	Details
		<p>thereof. SRFDCL shall review the evidence of payment made to deployed manpower before releasing the payment</p> <p>Monthly salary to the deployed manpower shall have to be made within 10 days after the end of the month by the Service Provider irrespective of the fees received from SRFDCL. No interest payment will be paid for any delayed payment made by SRFDCL.</p> <p>The Service Provider shall submit the invoice for every month along with the Statement [including supporting documents] showing number of Points of Service, Wages Statement showing the release of monthly wages to all its employees deployed for the execution of the Project and fulfillment of minimum wages and other applicable labour laws as per applicable laws and Statement showing of two months working capital in terms of Separate Bank account or Bank's Credit Facility.</p> <p>The Agreement shall be executed within 1 (one) month from the date of Work Order.</p>
12.	Cost of the document	<p>Rs. 10,000/- (Rs. Ten Thousand only) on non-refundable basis as Demand Draft drawn in favour of "Sabarmati Riverfront Development Corporation Limited" and payable at Ahmedabad from Scheduled/ Nationalized Bank.</p>
13.	Execution of Service Agreement	<p>A Service Agreement shall be executed between SRFDCL and Service Provider incorporating the terms of the RFP as directed by SRFDCL and any additions and modifications thereof.</p> <p>The Agreement shall be executed within 1 (one) month from the date of Work Order.</p>
14.	Timing of Services	<p>The hours of operation shall be from 09:00 AM to 9:00 PM. The timing can be subject to change as per the applicable laws and regulations by SRFDCL / AMC / Government. The Authority has full discretion to change the timings. Licensee shall do the needful for arrangements of proper lighting and safety during the evening times.</p>
15.	Last Date of receipt of queries	<p>Bidders are required to send all their queries in English Language (in MS Word document) to office@srfdcl.com or before 07/11/2024 up to 16:00 Hrs. Hard copy of queries will not be accepted. Queries received after due date and time will not be entertained.</p>
16.	Pre-bid Meeting	<p>Pre-bid meeting shall be held on, 11/11/2024 at 11:00 Hrs. in the office of SRFDCL at 2nd Floor, River Front House, behind HK Arts College, between Gandhi and Nehru Bridge,</p>

Signature of Authorized signatory_____

Sr.	Key Information	Details
		Puja Pramukh Swami Maharaj Marg (Riverfront West), Ahmedabad- 380009, Gujarat
17.	Response to the queries	Response to the queries shall be uploaded on the www.sabarmatiriverfront.com/tenders/ and www.ahmedabadcity.gov.in by way of an addendum.
18.	Last date of Online submission	Date 25/11/2024 up to 14:00 Hrs. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process. SRFDCL will not be held responsible for any sort of delay, or the difficulties faced during the submission of bids online by the bidders due to local issues. The bidder has to read all the terms and conditions of RFP and accepts the same to proceed further to submit the bid.
19.	Last Date of receipt of Physical Submission	25/11/2024 till 16:00 Hrs. at the office of SRFDCL at above mentioned address.
20.	Date of Technical Bid opening	On 26/11/2024 at 11:00 Hrs. at the office of SRFDCL at 2 nd Floor, River Front House, behind HK Arts College, between Gandhi and Nehru Bridge, Puja Pramukh Swami Maharaj Marg (Riverfront West), Ahmedabad - 380009, Gujarat
21.	Damages for Breach of Safety or Conditions of RFP	The Service Provider 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 the decision of SRFDCL shall be deemed final.
22.	Taxes	The amount quoted for Monthly Charges shall be exclusive of applicable GST but inclusive of all other taxes, duties, cesses etc. The Service Provider shall abide by all Applicable Laws including labour laws, minimum wages, PF, ESIC and Applicable Taxes including GST, etc. for the Manpower deployed by them.
23.	Insurance	The interested private service providers shall insure manpower and persons/employee working at the Ticket Window against all risks at its own cost. The Service Provider shall purchase and maintain a Comprehensive Insurance Policy including third party insurance at its own cost.
24.	Damages to SRFDCL property	If the property of SRFDCL is damaged due to the licensee, then, the entire cost of that [particular property / replacement cost / repairing cost must be borne by licensee. In this regard, the decision of SRFDCL shall be deemed final.
25.	MSME Exemption	SRFDCL is a Public Limited Company incorporated under the Indian Companies Act. MSME exemption is not applicable.

4. INSTRUCTION TO BIDDERS FOR BID SUBMISSION:

(i) About the Contract – Bidding criteria

The Contract shall come into force and remain into force only if the following conditions are satisfied:

Performance Security (PS) has been paid within the time specified in the RFP Summary of this RFP document.

Agreement has been executed within the period as specified in the Work Order and RFP.

The Bidder shall have to quote the amount of Monthly Charges per POS in his financial bid as specified in the RFP Summary, using the format for the Financial Bid in the Annexure-6.

The Performance Evaluation of Service Provider shall be held at the end of every year during the Service period or as scheduled by the SRFDCL or the Concerned Authority. Discrepancy noticed or instructions issued by SRFDCL shall be rectified/complied by Service Provider within a period of 15 days, failing which SRFDCL reserves right to impose fine/penalty as deemed fit by SRFDCL or the Concerned Authority. Deliberate or willful noncompliance of SRFDCL's written instructions shall constitute Material breach and Service Provider's Event of Default that shall entitle SRFDCL to encash Performance Security and or terminate Service Agreement after giving 30 days' notice to the Service Provider. Such termination of the Service 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 Service Provider is not found satisfactory, the SRFDCL has full discretion to terminate the Agreement subject to the rights of SRFDCL/AMC to receive any dues or damages, if any.

(ii) Right of SRFDCL to accept or reject any Bid

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

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

(iii) Documents Constituting Bid

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

- This RFP document, and any other documents required to be submitted as specified in Bid Submission Format.

- 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.

(iv) Contents of Bid Submission

The Bidders are required to submit the Bid into two envelopes, the details for which are specified in the RFP summary.

(v) Bid Security

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

- (1) The bid security furnished by the successful bidder shall be refunded after the acceptance of Performance Security.
- (2) Bids not accompanied with requisite Bid security shall be summarily rejected.
- (3) The bid security shall be returned to the bidder whose bid has not been accepted by the Authority.
- (4) Bid security is a non-interest-bearing deposit.
- (5) Bid Security shall be valid for a period up to 180 days from date of opening of the bid.

(vi) Bid Security shall stand forfeited in the following situations:

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

(vii) Performance Security

- (1) Licensee shall, for due and punctual performance of its obligations during the License Period, deliver to Authority, simultaneously with the execution of this Contract, an unconditional and irrevocable Bank Guarantee which is encashable at Ahmedabad as Performance Security as mentioned in the RFP Summary of this RFP. The format of the bank guarantee for Performance Security is given at Annexure - 5.
- (2) The Performance Security shall be valid for 27 months.
- (3) The Performance security shall not bear any interest, and the Licensee shall not have any claim on the interest on Performance security.
- (4) Provided that if the License is terminated due to any Event of Default other than Licensee's Event of Default, the Performance Security shall, subject to Authority's right to receive amount, if any, due from Licensee under this License, be duly discharged and released to Licensee.

(viii) Fresh Performance Security

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

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

(ix) Performance Security shall be forfeited in the following situations:

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

(x) Bid Signatory:

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

(xi) Bid Evaluation Method and Award Criteria:

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

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

(xii) Bid Opening Process

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

(xiii) Validity Period

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

(xiv) Extension of Period of Validity

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

(xv) Modification and Withdrawal of Bid

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

(xvi) Right to call for more information /documents

Signature of Authorized signatory_____

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

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

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

(xvii) Amendment of RFP

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

(xviii) Award Criteria:

- The Bidder quoting the lowest Monthly Charges per POS shall be declared as the Successful Bidder. However, the proposal of the bidder shall be termed Non responsive if it is determined to be **(i)** unrealistically lower or higher than internal estimate or market rate or Good Industry Practice or **(ii)** lower than that required for compliance with labour regulations and any other applicable laws and rules such Minimum Wages Act or Dearness Allowance, ESIC, PF etc. and which could not be substantiated satisfactorily by the bidder The Bidder shall have to provide break-up as and when demanded by SRFDCL. The Bidder whose quote found to be non-responsive shall be liable for rejection.
- In case Lowest Bidder's Financial Bid is determined to be non-responsive, then, second Lowest Bidder's Finance Bid shall be considered for award after checking its test responsiveness. In case second Lowest Bidder's Financial Bid too is found to be non-responsive, SRFDCL can move to the third lowest bidder and so on.

Signature of Authorized signatory_____

(xix) **Test of Responsiveness**

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

- a. it is received as per the format (Letter Comprising the Bid) at Annexure-1;
- b. it is received by the Bid Due Date including any extension thereof;
- c. it is signed, sealed, bound together in hard cover and marked as stipulated in the RFP;
- d. it is accompanied by the EMD / Bid Security as specified in RFP;
- e. it is accompanied by the Power(s) of Attorney as specified in Annexure-7;
- f. it is accompanied with all the documents as per the formats annexed at Annexures – 1, 2, 3, 4, 5, 7, 8, 9, 10 & 11.
- g. it contains all the information (complete in all respects) as requested in this RFP and/or RFP Documents (in formats same as those specified);
- h. it does not contain any condition or qualification; and
- i. it is accompanied by the RFP Document Fees as specified in Key Information of RFP.
- j. it is not non-responsive in terms hereof.

5. SCOPE OF THE WORK AND OTHER CONDITIONS OF SERVICE PROVIDER:

(i) Scope of Work:

The scope of the work of the Service Provider being selected for the work for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area shall be as follows:

- Service Provider shall issue and collect the fees from the visitors at various Parks, Gardens and at Atal Bridge on West & East side using Hardware/Software generated tickets issued on behalf of the SRFDCL.
- Hardware/Software will be provided by SRFDCL. The Service Provider shall further provide reconciliation of the amount collected at the Ticketing Windows and ensure its consistency with records in Technical Software. It shall hand over such reconciled funds to the SRFDCL or its authorized representative at the end of the day.
- Service Provider shall ensure the cash collected computed by the Hardware/Software installed by SRFDCL is in consonance with the cash collected.
- The Service Provider shall be responsible for any difference between cash collection computed by the Hardware/Software and the cash collected and replenish any such difference in cash immediately and handover to SRFDCL.
- Service Provider shall deploy adequate number of appropriately qualified, skilled and experienced persons, including but not limited to skilled and experienced persons, to execute the Project.
- The manpower deployed by Service Provider shall be appropriately dressed and shall maintain the discipline.
- Service Provider shall ensure that all manpower shall have agency Identification Cards along with name of SRFDCL.
- Service Provider shall ensure that its manpower is organized, polite, helpful and facilitative towards the general public/visitors, elderly and differently abled visitors. Service Provider shall ensure good and respectful behavior of the Operators towards the staff of SRFDCL.
- Service Provider shall swap / rotate the manpower at the Ticket Window at various Parks, Gardens and at Atal Bridge on East & West side after every 2 months.
- Service Provider shall cooperate with third party contractors appointed by SRFDCL for the purposes of Software, Hardware, Security and any other Facilities.
- Service Provider be solely responsible for the recruitment, payment of the salaries, wages, and other payments and costs of the manpower deployed by Service Provider at SRFD Project Area incidental thereto, health, hygiene, safety etc. and all taxes charges, levies, duties payable under Applicable Laws.
- Service Provider shall be solely liable for any liabilities arising due to breach in

labour laws, minimum wages, PF, ESIC and any other applicable laws and taxes.

- Purchase and maintain a Comprehensive Insurance Policy including third party insurance at its own cost.
- Service Provider shall keep records and Accounts as per the Software provided by SRFDCL pertaining to the Project updated as per the prevailing regulations and provide Management Information System (MIS) reports to SRFDCL on daily, weekly or monthly basis as demanded from SRFDCL from time to time.
- The work related to ticket Issuance, Fee Collection and other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side requires personnel to operate the hardware and software of the SRFDCL. Hence, personnel/manpower deployed must be amenable for being trained in such operations.
- Service Provider must take Contract Labour License as per the labour Contract acts and statutory requirements and also renew such License annually.

(ii) Other Conditions for the Service Provider:

- Service Provider shall not be permitted to outsource/subcontract the Scope of Work.
- Service Provider shall not form any Employee's Union or Service Provider's Union and no such activity shall be entertained by SRFDCL.
- Service Provider shall not tamper or interfere with Hardware/Software or any equipment, instrument or system provided by SRFDCL.
- In case of any damage, breakdown and malfunctioning of the Hardware/Software due to any reason attributable to the Service Provider, Service Provider shall pay repair or replacement charges applicable as per the actuals to SRFDCL.
- Service Provider shall collect the paper rolls from SRFDCL at regular interval and use the same to ensure continuous ticketing operation. Service Provider shall inform well in advance about the requirements of the paper rolls.
- There shall not be any Employee-Employer relationship between Service Provider and SRFDCL and between the manpower deployed by the Service Provider (either permanent or contractual) and SRFDCL.
- Service Provider shall ensure that SRFDCL is fully and completely absolved of any responsibility, liability of any kind whatsoever on behalf of Service Provider and/or its deployed manpower or any act of omission/commission by the Service Provider and/or its deployed manpower.
- SRFDCL shall be indemnified by the Service Provider of any of the acts of omission/commission and any consequential damages/loss caused by the Service Provider's employees, manpower, agents, contractors etc.
- Service Provider shall be responsible and liable if the manpower deployed by the Service Provider is found to be involved in misappropriation of funds at any POS at SRFDCL. SRFDCL shall recover the amount from the Service Provider. In this regard, the decision of SRFDCL shall be deemed final.

- Service Provider shall be solely responsible and liable for compliance with all the applicable laws, including labour and local laws, pertaining to the employment of labour, minimum wages act, bonus act etc. to the manpower engaged by Service Provider. Under no circumstances shall SRFDCL be liable for any payment or claim or compensation (including but not limited to compensation on account of death/injury/termination) of any nature to such foregoing persons at any point of time during the Agreement Tenure or thereafter.
- SRFDCL may instruct the Service Provider to remove any manpower deployed by Service Provider who in opinion of SRFDCL within 2 (two) days and shall not have any connection with this Project thereafter;
 - Persists in any misconduct
 - Is incompetent or negligent in performing his duties
 - Fails to conform with any provisions of this Agreement
 - Indulges in fraud/misappropriation of funds etc.
 - Persists in any conduct which is prejudicial to safety, health or protection of general public/environment.
 - Persists in any conduct which is SRFDCL's view is valid reason for removal of such manpower.
 - Misbehaves/disrespects or behaves rudely with the employees, supervisors, and representatives of SRFDCL/AMC.
- Service Provider shall be solely responsible for any liabilities arising due to death/injuries of its manpower deployed for the Project.
- If SRFDCL intends or requires more manpower at any POS other than the various Parks, Gardens and at Atal Bridge on East & West side, Service Provider shall provide the same and the same shall be charged accordingly by the Service Provided as per this Service Agreement.
- The rules, regulations and guidelines by SRFDCL/AMC shall be followed by the Service Provider for Ticket Issuance, Fee Collection and other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side from time to time.
- The Operational Hours of the Various Parks, Gardens and at Atal Bridge on East & West side shall be as under:
 - Flower Park: - 09:00 AM to 9:00 PM
 - Usmanpura Park: - 09:00 AM to 9:00 PM
 - Subhash Bridge Park: - 09:00 AM to 9:00 PM
 - Children Park: - 09:00 AM to 9:00 PM
 - B.J. Park: - 09:00 AM to 9:00 PM
 - Biodiversity Park: - 07:00 AM to 05:00 PM
 - Atal Bridge: 09:00 AM to 9:00 PM

The Operational Hours may be changed/modified by SRFDCL/AMC due to any reason. The Service Provider shall abide with any such changes.

6. INSURANCE:

Insurance during the Service Period

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

The Service Provider shall insure its manpower etc. against all risks at its own cost. In general, the Service Provider shall, at its cost and expense, purchase and maintain during the Service Period, such insurances as are necessary including but not limited to the following:

- Service Provider's all risk insurance;
- Procure Comprehensive third party liability insurance including injury or death of the manpower deployed by Service Provider and/or staff of Service Provider, staff and mention the SRFDCL/AMC as beneficiary.
- Workmen's compensation insurance as per law;
- Any other insurance that may be necessary to protect the Service Provider, its employees and manpower (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).

Service Provider 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.

Application of Insurance Proceeds

- All moneys received under insurance policies shall be promptly applied by the Service Provider towards claims of Users, staff of SRFDCL/AMC or manpower or staff of Service Provider who face injuries or death.
- Service Provider shall carry out such repairs or renovation or restoration or substitution to the extent possible in such manner that the damaged Sports Complex 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.

Validity of Insurance Cover

The Service Provider shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid throughout the Service 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.

7. GENERAL RFP CONDITIONS:

(i) Work Order & Agreement

As the first step for the assignment, SRFDCL, a SPV of AMC will issue the successful bidder a Work Order. This Work Order will refer to the proposal and the successful bidder has to confirm its acceptance. The successful bidder will be issued two copies of Work Order. The successful bidder shall sign and return one copy of the Work Order in acknowledgement and acceptance of all the terms & conditions of RFP, Work Order and draft Service Agreement thereof to SRFDCL within 2 working days. If the successful bidder fails to return the signed copy of Work Order within stipulated time, then, the amount of Bid Security shall be forfeited, and the next eligible bidder may be considered. In this regard, the decision of SRFDCL shall be deemed final.

Both the parties agree to enter into a detailed Agreement in due course which shall consist of the RFP terms and conditions and additions, if any. SRFDCL reserves the right to incorporate such terms and conditions in the Agreement in addition to those in the RFP, which are deemed to be necessary by it. The Agreement shall constitute a contract between the SRFDCL and the Service Provider under the Indian Contracts Act, 1872. The Service Agreement shall be executed within 1 (one) month from the date of Work Order.

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

(ii) Tax Liability

Prices/ Rates quoted for Monthly Charges per POS shall be exclusive of applicable GST but inclusive of all other taxes, duties, cesses etc. The Service Provider shall abide by all Applicable Laws including labour laws, minimum wages, PF, ESIC and Applicable Taxes including GST, etc. for the Manpower deployed by them. 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 Service Provider and SRFDCL and the SRFDCL'S decision in this regard shall be deemed final.

(iii) Visit to the Location

- The bidders prior to submitting their bid, are expected to visit and examine the Various Parks, Gardens and at Atal Bridge on East & West side, ticket window, software/hardware, site conditions and other utilities, access to location, handling and storage of materials, applicable law and regulations, location surroundings and any other matter which is relevant at its own expenses 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.
- 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 Various Parks, Gardens and at Atal Bridge on East & West side, environment and climate whether he inspects it or not.

(iv) Payment and Consideration

- SRFDCL shall pay Monthly Charges per POS plus applicable GST to Service Provider. It may be noted that the **service points do not represent manpower requirements but represent number of points** at which services are to be provided during the working / operating hours.
- SRFDCL shall make monthly payments at the end of each calendar month during Agreement Period. The Service Provider shall produce the evidence of payment made to deployed manpower at SRFD Project Area as per minimum wages act and statutory dues such as PF, ESI etc. and any amendment subsequently issued by the Government thereof. SRFDCL shall review the evidence of payment made to deployed manpower before releasing the payment.
- In the event when the SRFDCL is required to make monthly payment to the service provider for the number of working days which are less than a complete month, the payment shall be made on pro-rata basis considering total days corresponding calendar month.
- Monthly salary to the deployed manpower shall have to be made within 10 days after the end of the month by the Service Provider irrespective of the fees received from SRFDCL. In the event of non-payment of salaries to its Resource on time, SRFDCL reserves the right to encash the Performance Security of the Service Provider and use the proceeds for payment of salary on behalf of the Service Provider and without any obligations towards such payment.

(v) Jurisdiction of Courts

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

(vi) 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.

(vii) 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 and Service Provider.
- 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.

(viii) DISPUTE RESOLUTION:

- 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.
- 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:
 - One Arbitrator shall be appointed by the SRFDCL on behalf of AMC;
 - One Arbitrator shall be appointed by the Service Provider; and
 - The two Arbitrators so appointed shall jointly appoint the third Arbitrator who will be the Presiding Arbitrator.
- 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.
- 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.

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.

(ix) EVENTS OF DEFAULT:

Event of Default means the Service Provider’s Event of Default as the context may admit or require. Any of the following events shall constitute an event of default by the Service Provider ("Service Provider’s Event of Default") unless such event has occurred as a result of a Force Majeure Event;

- The Service Provider is unable to perform the duties within the period stated in this RFP.
- Any major deviation from the proposal submitted by the Service Provider that is not acceptable to the SRFDCL shall be corrected on the SRFDCL’S Notice. Failure of the Service Provider to do so shall be considered as the Event of Default on part of the Service Provider.
- Any representation made or warranties given by the Service Provider under this Service Contract is found to be false or misleading.
- Repetitive deviation from the performance standard and safety precautions as per this RFP.
- Service Provider submits to SRFDCL any statement which is false in material particulars and which has a material effect on SRFDCL’S right, obligations or interests.

- A resolution is passed by the shareholders for the voluntary winding up of the Service Provider Company.
- Service Provider suspends or abandons the operations without the prior consent of SRFDCL, provided that the Service Provider shall be deemed not to have suspended/ abandoned the work if such suspension/abandonment was as a result of Force Majeure Event and is only for the period such Force Majeure is continuing,
- Service Provider has caused any serious breach that has caused some irreparable harm to the SRFDCL / AMC / surrounding environment or any Third Party, whatsoever.
- Service Provider has failed to correct any damage within reasonable time given by the SRFDCL.
- Service Provider repeatedly fails to carry out the activities as are mentioned in the scope of activities as per this RFP.
- Service Provider repudiates this RFP or otherwise evidences an intention not to be bound by this document.
- Service Provider is otherwise in Material Breach of the RFP or commits a default in complying with any of its other provisions.
- Service Provider has caused severe problem/inconvenience to SRFDCL/AMC in terms of putting visitors' life on risk.

(x) TERMINATION OF CONTRACT

- Either party shall be entitled to terminate the services by giving the notice of 30 (Thirty) days.
- If the Termination Notice is to be issued due to the non-performance / breach / default by the Service Provider, then, before issuing the Termination Notice, SRFDCL shall by a Preliminary Notice in writing inform Service Provider of its intention to issue the Termination Notice. In case the underlying breach / default is not cured within a period of 15 (Fifteen) days from the date of the Preliminary Notice, SRFDCL shall be entitled, to terminate the services by issuing the Termination Notice.
- Deliberate or willful noncompliance of SRFDCL's written instructions may lead to termination of the services with immediate effect. In this regard, the decision of SRFDCL shall be deemed final.
- Termination of the Services shall not release Service Provider from its obligation to perform or discharge any liability that had been incurred prior thereto.
- Due to any administrative reasons or due to any other reason, SRFDCL may discontinue the services of Service Provider after giving notice of 15 (fifteen) days. The service provider shall not seek any claim, compensation or any other consideration on this account whatsoever. In this regard, the decision of SRFDCL shall be deemed final.
- SRFDCL's Right to Re-tender the given area on Termination:
 - SRFDCL on behalf of AMC shall have the right to re-tender for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD

- Project Area for any reasons whatsoever.
- After completion of Service Period.

(xi) Termination Payments

Notwithstanding anything to the contrary contained in this RFP, upon termination of the Service Agreement / Contract, the Service Provider shall not be entitled for any Termination Payment from the SRFDCL/AMC.

(xii) LIABILITY:

In no event SRFDCL/AMC shall be liable to the Service Provider 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.

(xiii) INDEMNITY:

- The Service Provider shall at all times, i.e. during the subsistence of Service Period and at any time thereafter, defend, indemnify and hold SRFDCL/AMC 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/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 Service Provider of any covenant representation or warranty or from any act or omission of the Service Provider or his manpower, agents, employees etc.
- The Service Provider shall at all times, i.e. during the subsistence of Service Period, shall fully indemnify, hold harmless and defend the SRFDCL/AMC and SRFDCL/AMC indemnified persons from and against any loss or damages arising out of or with respect to-
 - Failure of the Service Provider to comply with Applicable laws and Applicable permits.
 - Payment of taxes required to be made by the Service Provider in respect of income or other taxes of Service Provider and its representatives.
- Nonpayment of amounts due as a result of materials or services furnished to the Service Provider.
- Third party claims for compensation and liabilities arising out of performance of fulfillment of Service Provider's obligations.

It shall be deemed that by submitting the bid, the Bidder agrees and releases the SRFDCL/AMC, 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.

(xiv) FORCE MAJEURE:

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

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

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

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

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

(xv) INDEPENDENT SERVICE PROVIDER:

Bidder shall be deemed to be acting as an independent Service Provider 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.

(xvi) NO ASSIGNMENT:

Neither party shall assign or transfer all or any of its rights/obligations/claims 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.

(xvii) PROPOSAL DISQUALIFICATION CRITERIA:

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

- Proposal submitted in incomplete form.
- Proposal is not accompanied by all requisite supporting documents.
- The Bid Security/Document Fee is not submitted or submitted in incorrect form.
- Information submitted in bid documents is found to be misleading, 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.
- 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. 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.

(xviii) 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.

(xix) 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.

(xx) 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.

(xxi) 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

Signature of Authorized signatory_____

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.

(xxii) REPRESENTATIONS, WARRANTIES AND DISCLAIMER:

• **Representations and Warranties of the Service Provider**

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

- It is duly organized, validly existing and in good standing under the laws of India.
- It has to execute, deliver and perform its obligations under this RFP and to carry out the transactions contemplated hereby.
- 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.
- It has financial standing and capacity to undertake the Project.
- This RFP constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- 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.
- There are no actions, suits, proceedings, or investigations pending or, to the Service Provider'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 Service Provider under this RFP or which individually or in the aggregate may result in any Material Adverse Effect.
- 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 Service Provider's ability to perform its obligations and duties under this RFP.
- 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.
- No representation or warranty by the Service Provider 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
- No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Service Provider, to any person by way of fees, commission or otherwise for securing the RFP or entering into the Agreement or for influencing or attempting to influence any officer or employee of SRFDCL/AMC in connection therewith.

Signature of Authorized signatory_____

- **Disclaimer**
 - Without prejudice to any express provision contained in this RFP, the Service Provider acknowledges that prior to the execution of this RFP, the Service Provider 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 Service Provider's satisfaction the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by the Service Provider in the course of performance of its obligations hereunder.
 - The Service Provider 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 Service Provider.
- **Representations and Warranties of SRFDCL on behalf of AMC**
SRFDCL represents and warrants to the Service Provider that:
 - SRFDCL has taken all necessary action to authorize the execution, delivery and performance of this RFP;
 - This RFP constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

(xxiii) SURVIVAL:

Termination of the contract (a) shall not relieve the Service Provider 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.

(xxiv) NO PARTNERSHIP:

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

(xxv) 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**
 - SRFDCL on behalf of AMC shall retain the title and ownership of Software / Hardware provided for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area. Such title and ownership of SRFDCL on behalf of AMC shall not pass to Service Provider.
 - For the purpose of this RFP, the Service Provider shall have rights to use

Signature of Authorized signatory_____

Software/Hardware provided for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area as sole Service Provider 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.

- **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 the course of 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.

- **Sub-lease/ Sub-let/ Assignment:**

The Service Provider shall not sub-lease/sub-let/assign the work of Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area to any other Individual, Company, Institution or Organization.

FORMATS FOR DOCUMENTS TO BE SUBMITTED

ANNEXURE-1: LETTER COMPRISING THE BID

Date: _____

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

Sub: Bid for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area

Dear Sir,

With reference to your RFP document, I have examined the Bidding Documents and understood their contents and Terms & Conditions, hereby submit my Bid for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area. The Bid is unconditional and unqualified.

1. I acknowledge that the SRFDCL will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Service Provider for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area, 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 my selection as Service Provider for the Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area.
3. I shall make available to the SRFDCL any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I 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 certify that in the last three years, I 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

Signature of Authorized signatory_____

public authority for breach on our part.

6. I declare that:
 - a. I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the SRFDCL; and
 - b. I 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 SRFDCL or any other public sector enterprise or any government, Central or State; and
 - c. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for me or on my behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - d. the undertakings given by me 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 shall continue to abide by them.
7. I 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 Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area, without incurring any liability to the Bidders, in accordance the RFP document.
8. I believe that I satisfy the Turnover criteria and meet the requirements as specified in the RFP document.
9. I certify that in regard to matters other than security and integrity of the country, I or any of my 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 work of Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area or which relates to a grave offence that outrages the moral sense of the community.
10. I and/or the manpower to be deployed by me is not involved in misappropriation of funds with any Government Agency/Organization/Corporation/SPV etc.
11. I further certify that in regard to matters relating to security and integrity of the country, I or any of my Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors / managers / employees.
13. I 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 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

Signature of Authorized signatory_____

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 being declared as the Successful Bidder, I agree to enter into a Service Agreement.
16. I have studied all the Bidding Documents carefully and also surveyed the Park & Gardens, site conditions, and other utilities, access to location, applicable law and regulations, location surroundings, any other matter which is relevant and the traffic. I 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 Work Order.
17. I offer **Rs. 2,00,000/- (Rupees two lakhs only)** to SRFDCL in accordance with the RFP Document in the form of a Demand Draft No. _____ dated _____ from _____ Bank enclosed in the Envelope 1.
18. The documents accompanying the Bid, as specified the RFP, have been submitted in a separate envelope.
19. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall not have any claim or right of whatsoever nature if the Project is not awarded to me or my Bid is not opened or rejected.
20. I agree that I have quoted Monthly Charges per POS after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs after a careful assessment of the minimum wage, site and all the conditions that may affect the project cost and implementation of the Project.
21. I agree and undertake to abide by all the terms and conditions of the RFP document.
22. I shall keep this offer valid for 180 (one hundred and eighty) days from the Bid opening date.
23. I have enclosed the Declaration on Requisite Stamp Paper, for being not banned / blacklisted by any Government Agency/ Organization.

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

Yours faithfully,

Date: (Signature, name and designation of the Authorized signatory)

Place: Name and seal of Bidder/Lead Member

Signature of Authorized signatory _____

ANNEXURE-2: BIDDER INFORMATION

1. Bidder name and contact details:

- i. Name of Bidder:
- ii. Type of Bidder: (Proprietor/ Partnership Firm/ Company etc.)
- iii. Name of Authorized Representative:
- iv. Telephone No:
- v. Mobile No:
- vi. Alternate Number:
- vii. E-mail:
- viii. Registered Office Address:
- ix. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window:

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. The POA shall be as per the format specified in Annexures given below.
- d) Audited Financial Reports of the 3 financial years i.e. 2021-2022, 2022-2023 and 2023-2024.
- e) Any other additional information found necessary by the bidder relating to the RFP
- f) A statement by the Bidder (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration (Attach extra sheets, if necessary)

Note: All provisions contained shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder.

Signature of Authorized signatory_____

ANNEXURE-3 : TECHNICAL QUALIFICATION OF THE BIDDER

Sr. No.	Bidder Type	Experience in Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window
1		

NOTE:

1. A Bidder consisting of a single entity should fill in details as per the row titled Single Entity Bidder.
2. Provide details of only those projects that have been undertaken by the Bidder eligible as per this RFP.

ANNEXURE-4 : FINANCIAL QUALIFICATION OF THE BIDDER

Name of the Bidder:

Sr. No.	Financial Year	Annual Turnover (Rs. Cr.)

CERTIFICATE FROM THE STATUTORY AUDITOR

This is to certify that _____ (name of the Bidder) has an Average Annual Turnover as shown above in the three financial years i.e. 2021-2022, 2022-2023 and 2023-2024.

Name of Authorized Signatory:

Designation:

Name of firm:

(Signature of the Authorized Signatory)
Seal of the Firm

Signature of Authorized signatory_____

ANNEXURE-5 : 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,
Pujya 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 assignees) has undertaken, in pursuance of Work Order No. [●]) dated [●] for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area (hereinafter referred to as "the Service Agreement");

AND WHEREAS it has been stipulated by you in the Service 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. XXXXXX/- (Rupees XXXXXXXXX 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. XXXXX/- (Rupees XXXXXX 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.

Signature of Authorized signatory_____

The Bank hereby, unconditionally and irrevocably, guarantees and affirms that in order to give effect to this Guarantee, Sabarmati Riverfront Development Corporation Limited (SRFDCL), a SPV of Ahmedabad Municipal Corporation (AMC) 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 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, a SPV of AMC 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 Service 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-6 : FORMAT FOR FINANCIAL BID

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

Date:

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

Sub: Financial Bid with respect to RFP for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area

Dear Sir,

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

No.	Description	Amount (in INR) exclusive of GST but inclusive of all other taxes*
1.	Monthly Charges per POS payable by Sabarmati Riverfront Development Corporation Limited (SRFDCL), a SPV of Ahmedabad Municipal Corporation (AMC)	While submitting this form in hard copy please do not write anything here.

* Instructions for the Financial bid

- 1) The bidder shall quote the amount of Monthly Charges per POS in Indian Rupees only in the third column of the given table (in figure and in words).
- 2) The payment of Monthly Charges per POS shall be made as per RFP Summary.
- 3) The bidder shall be required to visit and satisfy himself as to the location, likely operational costs and market potential of the Location of the proposed sports facilities.
- 4) The bid is to be quoted exclusive of GST but inclusive of all other taxes that the bidder may attract, any other taxes and levies that may be attracted in India.

Yours Sincerely,

(Name and Signature of the bidder with Date)

Signature of Authorized signatory_____

ANNEXURE-7 : FORMAT OF POWER OF ATTORNEY FOR SIGNING OF BID

(On Requisite Stamp Paper) (If Applicable)

Know all men by these presents, I..... (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 me holding the position of, as my true and lawful attorney (hereinafter referred to as the "Attorney") to do in my name and on my behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of my Bid for the "Request for Proposal for "Selection of a Service Provider for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area" 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 me in all matters before SRFDCL, signing and execution of all contracts including the Service Agreement and undertakings, consequent to acceptance of my bid, and generally dealing with SRFDCL in all matters in connection with or relating to or arising out of my bid, for the said Project and/ or upon award thereof, to me and/or till the execution of Service Agreement with SRFDCL/AMC.

AND I 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 my 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 my said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by me and shall be binding on me.

IN WITNESS WHEREOF I, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____, 2024

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

Witnesses:

1. _____
2. _____

Accepted

.....

(Signature)

(Name, Designation of the Attorney)

Instructions:

Signature of Authorized signatory_____

- 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 attorney in favor 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 legalized by the Indian Embassy and notarized 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 legalized by the Indian Embassy if it carries a conforming Apostille certificate.

ANNEXURE-8 : STATEMENT OF LEGAL CAPACITY

(To be forwarded on the letterhead of the Bidder)

Date: _____

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

Sub: Bid for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area

Dear Sir,

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

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

Thanking you,

Yours faithfully,

Authorized Signatory
For and on behalf of.....

*Please strike out whichever is not applicable.

Signature of Authorized signatory_____

Page **49** of **64**

ANNEXURE-9 : ANTI-COLLUSION CERTIFICATE

I hereby certify and confirm that in the preparation and submission of my Proposal for the Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area, I have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that I have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Proposal.

Dated thisDay of, (month/year)

.....
(Name of the Bidder)

.....
(Signature of the Authorized Person)

.....
(Name of the Authorized Person)

ANNEXURE-10 : UNDERTAKING REGARDING LITIGATION / ARBITRATION

(To Be Furnished on Company Letter Head)

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

Sub: Bid for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area

Dear Sir,

I hereby confirm and declare that I, M/s _____, does not have any litigation / Arbitration History with any Government Department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services **during the last 5 years.**

I/we further undertake that the documents submitted are genuine/authentic and nothing material has been concealed therefrom and that I/we are not debarred by any Government Department / Public Sector Undertaking / Private Sector / or any other agency and are competent to have the contract.

I/we understand that the contract is liable to be cancelled, if found to be having obtained, through fraudulent means/concealment of information.

Thanking you,

Yours faithfully,

Authorized Signatory
For and on behalf of.....
Date:

Signature of Authorized signatory_____

ANNEXURE-11: Anti-Black listing Certificate

Format for Affidavit certifying that the Entity / Promoter/s / Director/s of Entity are not
Blacklisted

(On a Requisite Stamp Paper)

Anti-Blacklisting Affidavit

I M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG/ or blacklisted by any state government or central government / department / local government / contractor in India from participating in Project/s, either individually or as member of a Consortium in last 5 years.

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 agreement period.

Dated this Day of, 2024.

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

Signature of Authorized signatory_____

ANNEXURE-12 : DRAFT SERVICE AGREEMENT

This Service Agreement (“the Agreement”) made at Ahmedabad on this ___ day of _____, 2024.

BY AND BETWEEN

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

AND

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

The SRFDCL and the Service Provider may hereinafter be individually referred to as a “Party”.

WHEREAS:

- A. As a part of the development of the SRFD Project Area, SRFDCL had invited Proposal/Bid for the Selection of the Service Provider for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area.
- B. Pursuant to the Proposal dated ____, SRFDCL had issued a Work Order No. _____ dated _____ and permitted the _____ for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area, subject to compliance of the terms contained in the Work Order and Service Agreement;
- C. The _____ has accepted the Work Order Vide its acceptance No. _____ dated _____.
- D. In view of the aforesaid, the SRFDCL and the Service Provider have agreed to execute these presents on the Terms & Conditions and in the manner as set forth hereinafter.

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

Signature of Authorized signatory _____

Page **53** of **64**

2. DEFINITIONS

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

“AMC” shall mean Ahmedabad Municipal Corporation established in July 1950 under the Bombay Provincial Corporation Act, 1949, responsible for the civic infrastructure and administration of the city of Ahmedabad.

“SRFDCL” shall mean Sabarmati Riverfront Development Corporation Limited, a Special Purpose Vehicle (SPV) of 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 document 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.

“Service Agreement” or **“Agreement”** or **“Contract”** shall mean the Agreement between the SRFDCL and the Successful Bidder (here in after referred as the “Service Provider”) for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area against the Monthly Charges per POS paid by SRFDCL to the Successful Bidder and in accordance with the Terms and Conditions of this RFP, Work Order and the Service Agreement. The RFP document, Work Order, any addendum / amendment / clarification and any communication by SRFDCL shall be deemed to form and be read and construed as part of the Service Agreement. The Agreement shall be executed within 1 (one) month from the date of Work Order.

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

“Consortium” shall mean the group of legally constituted entities, who have come together to participate in captioned project. **The Consortium is not permitted to participate in this Project.**

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

“Service Provider” shall mean Successful Bidder whose Proposal has been selected by SRFDCL for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area.

Signature of Authorized signatory_____

“Service period” shall mean the tenure for providing the services shall be of 2 (two) years from the Commencement Date till the early termination of the services or expiry of the Agreement, whichever is earlier. The tenure may be further extendable for 2 (two) years subject to satisfactory performance of Service Provider and on mutual consent.

“Point of Service (POS)” shall mean the points at which Manpower services are to be provided. It may be noted that the **service points do not represent manpower requirements but represent number of points** at which services are to be provided during the working / operating hours mentioned herein below.

Name of the POS	Timing	Number of POS
Biodiversity Park	7 AM to 5 PM	1 (West Side)
Riverfront Park @ Subhash Bridge Gate No. 2	9 AM to 10 PM	1 (East Side)
Riverfront Park @ Subhash Bridge Gate No. 3	9 AM to 10 PM	1 (East Side)
Children Park	9 AM to 10 PM	1 (East Side)
Riverfront Park @ Usmanpura	9 AM to 10 PM	1 (West Side)
B.J. Park	9 AM to 10 PM	1 (West Side)
Atal Bridge & Flower Park	9 AM to 10 PM	4 on West side & 2 on East side during Monday to Friday 7 on West side & 3 on East side during Saturday, Sunday & Public Holiday

“Timing of Service” shall mean the hours of operation shall be from 09:00 AM to 9:00 PM. The timing can be subject to change as per the applicable laws and regulations by SRFDCL / AMC / Government. The Authority has full discretion to change the timings.

“INR” shall mean Indian Rupees

“Work Order” means the letter issued by SRFDCL, a SPV of AMC to the Successful Bidder to undertake and execute this particular Contract in conformity with the Terms and Conditions set forth in this RFP including clarifications and/or amendments and subsequent Agreement.

“Commencement Date” shall mean that the service provider shall commence operations within Seven (7) days from the date of Work Order. In case, Service Provider fails to comply with aforesaid obligations [including without limitation demonstration of work force availability in terms of RFP] within prescribed time period or any extension thereto, the SRFDCL shall charge Liquidated Damages of Rs. 1000 per POS per day of delay.

“Termination of the Service Agreement” means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this Agreement.

Signature of Authorized signatory_____

“Material Adverse Effect” means any act or event of Service Provider which causes a material financial burden or loss to SRFDCL/AMC.

“Performance Security” shall mean the Bank Guarantee to be furnished by the Successful Bidder within 7 days from the Work Order 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 Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area.

“Damages” shall mean any claim of the SRFDCL/AMC against the Service Provider for breach of the Service Agreement, including but not limited to damages to the Ticket Window, Hardware, Software, dues, arrears any or all present and future outgoings, municipal corporation taxes, rates, levies, or by any other name etc. against which the Service Provider shall be entitled to claim and adjust the Performance Security.

“Hardware” shall mean the machines, wiring, and other physical components of a computer, POS Machine, Printer or other electronic system provided by SRFDCL. The ownership of the Hardware shall be of SRFDCL.

“Software” shall mean set of instructions, data or programs used to operate computers and execute specific tasks. The ownership of the Software shall be of SRFDCL.

“Manpower” shall mean the personnel deployed by Service Provider for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area.

“Applicable Law(s)” shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature or by the Parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government (Central or State), Statutory Authority, tribunal, board or court as may be applicable from time to time, Minimum Wages Act 1948, Industrial Disputes Act, 1947, Employees State Insurance Act, 1948, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Bonus Act, Payment of Wages Act, 1936, Payment of Gratuity Act, 1972, The Factories Act, 1948, Professional Tax Act, Contract Labour (Abolition & Regulation) Act, 1970, Workman Compensation Act, 1923 and/or any other applicable law for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area;

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

3. SERVICE COMMENCEMENT AND TENURE:

- (i) The tenure for providing the services shall be of 2 (two) years from the Commencement Date till the early termination of the services or expiry of

Signature of Authorized signatory_____

this Agreement, whichever is earlier, and the tenure may be further extendable for 2 (two) years subject to satisfactory performance of Service Provider and on mutual consent.

- (ii) After completion of 2 (two) years and which may be further extendable 2 (two) years or upon early termination, the Service Provider shall not reserve any rights for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area. The SRFDCL shall have right to call for fresh Proposal for Ticket Issuance, Fee Collection and Other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area.
- (iii) The Agreement shall be executed within 1 (one) month from the date of Work Order.

4. PERFORMANCE SECURITY:

- (i) Performance Security of 10% of Annual Charges 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 within 7 days from the date of Work Order.
- (ii) In case of Bank Guarantee, the Performance Security should be valid for a period of 12 months from the Commencement Date. Performance Security, either in the form of new Bank Guarantee or difference amount of DD. Such revised Bank Guarantee shall be valid for 12 months and so on.
- (iii) Late payment of Performance Security would attract a late fee of Rs 1000/- per day.
- (iv) In absence of renewal of Performance Security within the stipulated time, it shall be constituted as Material Breach of Contract and Service Provider's Event of Default and shall entitle SRFDCL to terminate the Service Agreement.
- (v) The Bank Guarantee as Performance Security shall be encashable in any branch of that Bank at Ahmedabad.
- (vi) The Performance security shall not bear any interest and the Service Provider shall not have any claim on the interest on Performance Security.
- (vii) Provided that, if the Service Agreement is terminated due to any Event of Default other than Service Provider's Event of Default, the Performance Security shall, subject to SRFDCL'S right to receive amounts, if any, due from Service Provider under this Service Agreement, be duly discharged and released to Service Provider.

5. SCOPE OF WORK:

- (i) Issuance of tickets at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area and Collection of Fees using Hardware/Software at the Ticket Windows of various Parks, Gardens and at Atal Bridge on East & West side at SRFD Project Area.
- (ii) Service Provider shall collect the fees from the visitors at various Parks, Gardens and at Atal Bridge on East & West side using Hardware/Software generated tickets issued on behalf of the SRFDCL.

- (iii) Hardware/Software will be provided by SRFDCL. The Service Provider shall further provide reconciliation of amount collected at the Ticketing Windows and ensure its consistency with records in Technical Software. It shall hand over such reconciled funds to the SRFDCL or its authorized representative at the end of the day.
- (iv) Service Provider shall ensure the cash collected computed by the Hardware/Software installed by SRFDCL is in consonance with the cash collected.
- (v) Service Provider shall be responsible for any difference between cash collection computed by the Hardware/Software and the cash collected and replenish any such difference in cash immediately and handover to SRFDCL.
- (vi) Service Provider shall deploy adequate number of appropriately qualified, skilled and experienced persons, including but not limited to skilled and experienced persons, to execute the Project.
- (vii) The manpower deployed by Service Provider shall be appropriately dressed and shall maintain the discipline.
- (viii) Service Provider shall ensure that all manpower shall have agency Identification Cards along with name of SRFDCL.
- (ix) Service Provider shall ensure that its manpower is organized, polite, helpful and facilitative towards the general public/visitors, elderly and differently abled visitors. Service Provider shall ensure good and respectful behavior of the Operators towards the staff of SRFDCL.
- (x) Service Provider shall swap/rotate the manpower at the Ticket Window at various Parks, Gardens and at Atal Bridge on East & West side after every 2 months.
- (xi) Service Provider shall cooperate with third party contractors appointed by SRFDCL for the purposes of Software, Hardware, Security and any other Facilities.
- (xii) Service Provider be solely responsible for the recruitment, payment of the salaries, wages, and other payments and costs of the manpower deployed by Service Provider at SRFD Project Area incidental thereto, health, hygiene, safety etc. and all taxes charges, levies, duties payable under Applicable Laws.
- (xiii) Service Provider shall be solely liable for any liabilities arising due to breach in labour laws, minimum wages, PF, ESIC and any other applicable laws and taxes.
- (xiv) Purchase and maintain a Comprehensive Insurance Policy including third party insurance at its own cost.
- (xv) Service Provider shall keep records and Accounts as per the Software provided by SRFDCL pertaining to the Project updated as per the prevailing regulations and provide Management Information System (MIS) reports to SRFDCL on daily, weekly or monthly basis as demanded from SRFDCL from time to time.
- (xvi) The work related to for ticket Issuance, Fee Collection and other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side requires personnel to operate the hardware and

software of the SRFDCL. Hence, personnel/manpower deployed must be amenable for being trained in such operations.

- (xvii) Service Provider must take Contract Labour License as per the labour Contract acts and statutory requirements and also renew such License annually.

6. PAYMENT TERMS:

- (i) SRFDCL shall pay Monthly Charges of Rs. _____ per POS plus GST to the Service Provider.
- (ii) SRFDCL shall make monthly payments at the end of each calendar month during Agreement Period. The Service Provider shall produce the evidence of payment made to deployed manpower at SRFD Project Area as per minimum wages act and statutory dues such as PF, ESI etc. and any amendment subsequently issued by the Government thereof. SRFDCL shall review the evidence of payment made to deployed manpower before releasing the payment.
- (iii) In the event when the SRFDCL is required to make monthly payment to the service provider for the number of working days which are less than a complete month, the payment shall be made on pro-rata basis considering total days corresponding calendar month.
- (iv) Monthly salary to the deployed manpower shall have to be made within 10 days after the end of the month by the Service Provider irrespective of the fees received from SRFDCL. In the event of non-payment of salaries to its Resource on time, the SRFDCL reserves the right to encash the Performance Security of the Service Provider and use the proceeds for payment of salary on behalf of the Service Provider and without any obligations towards such payment.

7. FORCE MAJEURE

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

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

thereby.

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

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

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

8. TERMINATION OF SERVICE AGREEMENT:

- (i) Either party shall be entitled to terminate the services by giving the notice of 30 (Thirty) days.
- (ii) If the Termination Notice is to be issued due to the non-performance/breach/default by Service Provider, then, before issuing the Termination Notice, SRFDCL shall by a Preliminary Notice in writing inform Service Provider of its intention to issue the Termination Notice. In case, the underlying breach/default is not cured within a period of 15 (Fifteen) days from the date of the Preliminary Notice, SRFDCL shall be entitled, to terminate the services by issuing the Termination Notice.
- (iii) Deliberate or willful noncompliance of SRFDCL's written instructions may lead to termination of the services with immediate effect. In this regard, the decision of SRFDCL shall be deemed final.
- (iv) Termination of the Services shall not release Service Provider from its obligation to perform or discharge any liability that had been incurred prior thereto.
- (v) Due to any administrative reasons or due to any other reason, the SRFDCL may discontinue the services of Service Provider after giving notice of 15 (fifteen) days. Service Provider shall not seek any claim, compensation or any other consideration on this account whatsoever. In this regard, the decision of SRFDCL shall be deemed final.

9. OPERATION HOURS:

- a. Flower Park: - 09:00 AM to 9:00 PM
- b. Usmanpura Park: - 09:00 AM to 9:00 PM
- c. Subhash Bridge Park: - 09:00 AM to 9:00 PM
- d. Children Park: - 09:00 AM to 9:00 PM
- e. B.J. Park:- 09:00 AM to 9:00 PM
- f. Biodiversity Park: - 07:00 AM to 05:00 PM
- g. Atal Bridge: 09:00 AM to 9:00 PM

s

The Operational Hours may be changed/modified by SRFDCL/AMC due to any reason. The Service Provider shall abide with any such changes.

Signature of Authorized signatory_____

10. OTHER CONDITIONS:

- (i) Service Provider shall not be permitted to outsource/sub contract the Scope of Work.
- (ii) Service Provider shall not form any Employee's Union or Service Provider's Union and no such activity shall be entertained by SRFDCL.
- (iii) Service Provider shall not tamper or interfere with Hardware/Software or any equipment, instrument or system provided by SRFDCL.
- (iv) In case of any damage, breakdown and malfunctioning of the Hardware/Software due to any reason attributable to the Service Provider, Service Provider shall pay repair or replacement charges applicable as per the actuals to SRFDCL.
- (v) Service Provider shall collect the paper rolls from SRFDCL at regular interval and use the same to ensure continuous ticketing operation. Service Provider shall inform well in advance about the requirements of the paper rolls.
- (vi) There shall not be any Employee-Employer relationship between Service Provider and SRFDCL and between the manpower deployed by the Service Provider (either permanent or contractual) and SRFDCL.
- (vii) Service Provider shall ensure that SRFDCL is fully and completely absolved of any responsibility, liability of any kind whatsoever on behalf of Service Provider and/or its deployed manpower or any act of omission/commission by the Service Provider and/or its deployed manpower.
- (viii) SRFDCL shall be indemnified by the Service Provider and/or its deployed manpower of any of the acts of omission/commission and any consequential damages/loss caused by the Service Provider's employees, manpower, agents, contractors etc.
- (ix) Service Provider shall be responsible and liable if the manpower deployed by the Service Provider is found to be involved in misappropriation of funds at any POS at SRFDCL. The SRFDCL shall recover the amount from the Service Provider. In this regard, decision of SRFDCL shall be deemed final.
- (x) Service Provider shall be solely responsible and liable for compliance with all the applicable laws, including labour and local laws, pertaining to the employment of labour, minimum wages act, bonus act etc. to the manpower engaged by Service Provider. Under no circumstances shall SRFDCL be liable for any payment or claim or compensation (including but not limited to compensation on account of death/injury/termination) of any nature to such foregoing persons at any point of time during the Agreement Tenure or thereafter.
- (xi) SRFDCL may instruct the Service Provider to remove any manpower deployed by Service Provider who in opinion of SRFDCL within 5 (five) days and shall not have any connection with this Project thereafter.
 - a. Persists in any misconduct
 - b. Is incompetent or negligent in performing his duties
 - c. Fails to conform with any provisions of this Agreement
 - d. Indulges in fraud/misappropriation of funds etc.

- e. Persists in any conduct which is prejudicial to safety, health or protection of general public/environment.
 - f. Persists in any conduct which is SRFDCL's view is valid reason for removal of such manpower.
 - g. Misbehaves/disrespects or behaves rudely with the employees, supervisors, and representatives of SRFDCL/AMC.
- (xii) Service Provider shall be solely responsible for any liabilities arising due to death/injuries of its manpower deployed for the Project.
 - (xiii) If SRFDCL intends or requires more manpower at any POS other than the Various Parks, Gardens and at Atal Bridge on East & West side, Service Provider shall provide the same and the same shall be charged accordingly by the Service Provided as per this Service Agreement.
 - (xiv) The rules, regulations and guidelines by SRFDCL/AMC shall be followed by the Service Provider for Ticket Issuance, Fee Collection and other Allied Services at the Ticket Window of various Parks, Gardens and at Atal Bridge on East & West side from time to time.

11. INSURANCE:

Insurance during the Service Period

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

The Service Provider shall insure its manpower etc. against all risks at its own cost. In general, the Service Provider shall, at its cost and expense, purchase and maintain during the Service Period, such insurances as are necessary including but not limited to the following:

- (i) Service Provider's all risk insurance;
- (ii) Procure Comprehensive third party liability insurance including injury or death of the manpower deployed by Service Provider and/or staff of Service Provider, staff and mention the SRFDCL/AMC as beneficiary.
- (iii) Workmen's compensation insurance as per law;
- (iv) Any other insurance that may be necessary to protect the Service Provider, its employees and manpower (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).

Service Provider 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.

Application of Insurance Proceeds

- (i) All moneys received under insurance policies shall be promptly applied by

Signature of Authorized signatory_____

the Service Provider towards claims of Users, staff of SRFDCL/AMC or manpower or staff of Service Provider who face injuries or death.

- (ii) Service Provider shall carry out such repairs or renovation or restoration or substitution to the extent possible in such manner that the damaged premises/property 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.

Validity of Insurance Cover

The Service Provider shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid throughout the Service 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.

12. DISPUTE RESOLUTION:

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.

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:

- One Arbitrator shall be appointed by the SRFDCL;
- One Arbitrator shall be appointed by the Service Provider; and
- The two Arbitrators so appointed shall jointly appoint the third Arbitrator who will be the Presiding Arbitrator.

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.

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.

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.

13. CORRESPONDENCE:

Signature of Authorized signatory_____

SRFDCL and Service Provider voluntarily and unequivocally agrees –

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

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

- b) That any correspondence/notice which may be required to be served upon the Service Provider shall be served and given through delivery by Registered AD/ Speed Post/ Courier at the Address given above or delivered in person by the authorized representative of SRFDCL.
- c) That any notice or correspondence under the terms of this Agreement shall be in writing by Registered post/ Speed Post/ Courier or delivered personally.
- d) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.
14. The Court at Ahmedabad shall have the exclusive jurisdiction to try all disputes between the parties arising out of this Agreement.
15. The Service Provider shall bear stamp duty, registration fees and other related charges exclusively for executing the Service Agreement.
16. The Service Provider shall execute the Service Agreement with SRFDCL and the same shall be registered with the concerned Sub-Registrar of Assurances. The original Agreement shall be retained with SRFDCL and Duplicate shall be handed over to the Service Provider.
17. Service Provider shall abide by the Scope of Work/Conditions mentioned in the RFP/Work Order and Agreement thereof along with the aforesaid Terms & Conditions and with any and all other written communication by SRFDCL from time to time.