



**SELECTION OF AGENCY FOR
OPERATION AND MANAGEMENT OF
MULTI LEVEL CAR PARKING AT
GHANTAGHAR, BANDHU SINGH
PARK , GORAKHPUR, U.P.**



MUNICIPAL CORPORATION GORAKHPUR

CONTENTS

| Sl. No. | Subject |
|---|----------------------------------|
| Volume -I (PROJECT INFORMATION MEMORANDUM) | |
| 1 | INTRODUCTION |
| 2 | SCHEDULE OF BIDDING PROCESS |
| 3 | THE PROJECT |
| 4 | PROJECT FACILITIES |
| 5 | GENERAL TERMS AND CONDITIONS |
| 6 | PROJECT STRUCTURE AND PARAMETERS |
| 7 | SCOPE OF WORK |
| 8 | INVENTORY LIST OF MLCP |
| Volume -II (INSTRUCTION TO BIDDERS) | |
| Volume- III (DRAFT LICENSE AGREEMENT) | |

VOLUME - I

PROJECT INFORMATION MEMORANDUM

**SELECTION OF AGENCY FOR OPERATION AND MANAGEMENT OF
MULTI LEVEL CAR PARKING AT BANDHU SINGH PARK,
GHANTAGHAR, , GORAKHPUR, U.P.**

1. INTRODUCTION

Gorakhpur is a city in the Indian state of Uttar Pradesh, along the banks of the Rapti river in the Purvanchal region. It is situated 270 kilometres east of the state capital Lucknow. It is the administrative headquarters of Gorakhpur district, North Eastern Railway Zone and Gorakhpur division. The city is home to the Gorakhnath Math, a Gorakhnath temple. The city also has an Indian Air Force station, since 1963. Gita Press, the world's largest publisher of Hindu religious texts is also located in Gorakhpur. Gorakhpur was as part of the famous kingdom of Koshal, one of the sixteen mahajanpadas in 6th Century B.C.

Gorakhpur has 3 universities, namely, Deen Dayal Upadhyay Gorakhpur University, Madan Mohan Malaviya University of Technology, Purvanchal Central Academy Girl's Inter College Braipar Ramroop Mahayogi Gorakhnath University, a private university. One medical college named Baba Raghav Das Medical College and AIIMS Gorakhpur and a sports college named Veer Bahadur Singh Sports College. The state's first Hotel Management Institute has also been unveiled and would be known as State Institute of Hotel Management Also, a private engineering college, the Institute of Technology & Management, GIDA, Gorakhpur.

2. SCHEDULE OF BIDDING PROCESS

E-Tender Notice

Tender notification for Selection of Agency for Operation and Management of Multi-level Car Parking at Ghantaghar, Bandhu Singh Park, Gorakhpur.

Municipal Corporation Gorakhpur invites the Request for Proposal (RFP) from eligible bidders through E-Procurement as per Detail given below:-

| S.N | Name of work | EMD (Rs.) | RFP Document Cost (including GST) |
|-----|--|-------------|-----------------------------------|
| 1 | Selection of Agency for Operation and Management of Multi level Car Parking at, Ghantaghar, Bandhu Singh Park Gorakhpur. | 5,00,000.00 | 5,900.00 |

The Bidders have to participate through Online E-Procurement website <http://etender.up.nic.in>. All RFP document can be seen and obtained from website <http://etender.up.nic.in>. Interested bidders/contractors may view and download RFP document and upload their proposals, duly filled, online as per schedule given below:-

| S.No. | Description | Date |
|-------|--|---------------------|
| 1 | Start Date for RFP document download | |
| 2 | Date of Pre-bid meeting | |
| 3 | Last Date of Online submission of proposal | |
| 4 | Opening of Technical proposal | |
| 5 | Opening of Financial proposal | Will be communicate |

For the further details contact during office hour on phone number 7080505959.

3. THE PROJECT

Nagar Nigam Gorakhpur intends to engage an agency to operate and manage the Multi-Level Car/Bikes Parking (MLCP) facility at Ghantaghar, Bandhu Singh Park, on annual license fee basis.

4. PROJECT FACILITIES

- a. Total land Area- 6160.00 Sqm
- b. No. of floors -04
- c. Floor wise capacity (4 wheeler vehicle) of Parking:
 - I. Basement - 23 Nos Car
 - II. Second Floor- 25 Car/ 09 Bikes
 - III. Roof of Second floor -200 Number Bikes

5. GENERAL TERMS AND CONDITIONS

- a. This Request for proposal document is in three Volumes; **Volume-I: Project Information Memorandum, Volume-II: Instruction to Bidders, Volume-III: Draft License Agreement**
- b. The selected bidder shall operate and manage the MLCP including all its facilities based on the minimum standard level benchmarks (SLBs) for a period of 05 (five) years. The tenure of license period shall remain in force for an initial period of 03 years and extension period of 02 years' subject to satisfactory performance of operator.
- c. The selected bidder would be given the right to collect revenue as parking fees from two and four-wheeler vehicles inside the MLCP Campus
- d. The bidding parameter for determining the Selected Bidder, subject to other Qualification Criteria and eligibility criteria being met, would be the **YEARLY LICENSE FEE** to be quoted by the Bidder. The Bidders are required to submit a separate Technical Proposal and Financial Proposal (collectively, the Proposal). The Financial Proposals of only those Bidders that comply with the Qualification Criteria and eligibility criteria submitted as a part of their Technical Proposal will be opened.
- e. After the signing of contract agreement with the selected bidder on Appointed Date i.e., date of execution of contract agreement, both parties shall be required to fulfill all condition precedents within 30 days. The date on which all the Conditions Precedent are met will be referred to as the Effective Date.

6. PROJECT STRUCTURE AND PARAMETERS

| | | |
|----|--------------------------------------|--|
| 1 | Project Name | Operation and Management of Multi level car parking, at Ghantaghar, Bhandhu Singh Park Gorakhpur, U.P. |
| 2 | Location | Ghantaghar, Bhandhu Singh Park, Gorakhpur, U.P. |
| 3 | Nodal Agency | Gorakhpur Nagar Nigam |
| 4 | Area of MLCP | 1. MLCP a. Total Project Area – 6160.00 Sq mtr b. Parking provision for four wheelers- 48 nos. & 209 two wheelers |
| 5 | Project Facilities | Toilet Blocks, 2 nos. Lift, Ramp for persons with disabilities, Provision for fire fighting, staircase. |
| 6 | Scope of Work | The scope of work shall essentially divide in 2 (two) Parts i. Collection of Parking fee and parking management of vehicles inside the MLCP. ii. Operation & Maintenance of the parking lots and other Existing infrastructure present at the parking floors of MLCP. |
| 7 | Project Schedule | (i) The Bidder selected through the transparent Bid Process shall be issued Letter of Award (LOA) by the authority. (ii) Within 15 (fifteen) days from the date of issuance of the LOA, the Selected Bidder shall accept the LOA, the bidder shall execute the license Agreement with the authority. This date of execution of the Contract Agreement will be referred to as the Appointed Date . (iii) Within 15 (fifteen) days from the Appointed Date, all the Conditions Precedents are to be fulfilled by both the selected bidder and the authority. The date on which all the Conditions Precedents are met will be referred to as the Effective Date . |
| 8 | Tenure of Contract Agreement | 5 years from effective date (initial period of 3 years and extension period of 2 years' subject to satisfactory Performance of lessee). |
| 9 | Bid Parameter | ANNUAL LICENSE FEE to be quoted by the Bidders in BOQ sheet as provided on e-tender website. |
| 10 | Selected Bidder | The bidder meeting all the technical eligibility criteria and Quoting the highest annual license fee shall be the selected bidder. |
| 11 | Selection of Parking Operator | Generally, the Preferred Bidder shall be the Selected Bidder for the Project. If the Preferred Bidder withdraws its Proposal or is not selected for any reason, then Nagar Nigam Gorakhpur (NNG) may, in its discretion, select the second Preferred Bidder as the Selected Bidder or annul the Bid Process. The term Preferred Bidder shall mean the Bidder who (a) meets the Qualification Criteria and the eligibility criteria; and (b) quotes the highest annual license fee. |
| 12 | Annual License Fee | The selected bidder shall pay to The Municipal Commissioner Nagar Nigam Gorakhpur the annual license fee as quoted in the financial proposal and in the manner as decided by NNG. |
| 13 | Bid Security (refundable) | INR 5.00 Lakhs /- (INR) to be paid Online through website or NEFT/RTGS to Nagar Nigam Gorakhpur A/c No- 100058883207 ,IFSC Code- INDB0000150 and bank name- Indusind bank Park road Gorakhpur |

| | | |
|----|---------------------------------------|--|
| 14 | Cost of RFP document(Non-refundable) | Rs.5,000/- + GST @ 18% to be paid Online through website or separately NEFT/RTGS to Nagar Nigam Gorakhpur A/c No- 100058883207 , IFSC Code- INDB0000150 and bank name- Indusind bank Park road Gorakhpur. |
| 15 | Bid Validity | 90 (Ninety) days from the Proposal Due Date. |
| 16 | Performance Security | Prior to Effective Date: Performance Security of an amount equal to 10% of the Annual License Fee in the form of an irrevocable and unconditional bank guarantees (Performance Security). The Performance Security shall be released only after the expiry of the license period, subject to fulfillment all agreement conditions by the parking Manager/Operator. |
| 17 | Technical Criteria | (a) Only companies/partnership firms/proprietorship firms registered under relevant acts shall be eligible to participate in the Bid Process. (b) Technical Criteria: The bidder should have a minimum of 03 years of experience in, i. managing contract exclusively for vehicle parking management system at any star hotels/resorts, hospitals, airports, sea port, railways including metro rail stations, bus terminals, approved public vehicle park/multi-level car parking of Govt/Semi Govt office, malls or shopping complex in the last 5 (five) Financial Years ending 2021-22. ii. Managing contract for facility management in residential townships, commercial establishments (hotel, malls, offices etc.) in the last 5 (five) Financial Years ending 2021-22. |
| 18 | Financial Criteria - Minimum Turnover | INR 50 lakhs (Rupees Fifty lakhs only) in any one year during the last 5 (five) Financial Years ending 2021-22. |
| 19 | Bid Submission | Envelope A: Technical Proposal Envelope B: Financial Proposal |
| 20 | Envelope A: | Technical Proposal: Duly filled up formats as specified in Volume-II-Instruction to Bidders along with all the specified supporting documents. |
| 21 | Envelope B: | Financial Bid: Annual License Fee payable to Nagar Nigam Gorakhpur To be quoted by the Bidders in BOQ format provided online. |
| 22 | Bid Evaluation | Envelope A: Technical Qualification: Pass/Fail. Envelope B: (Annual License Fee) quoted by the qualified Bidders. |

7. SCOPE OF WORK

The scope of work shall essentially include Collection of Parking fee, management of parking slots and operation & maintenance of the MLCP and other existing infrastructure present in the MLCP.

1. Parking Management:

- i. All there cords such as vehicle registers, tokens, if any, etc. shall be handed over to the designated officer of Nagar Nigam Gorakhpur or any officer appointed by it, after the expiry of the License period. The **Selected Bidder** will write the time of entry and exit of the vehicle on the parking ticket and on the counter foil. The counter foils will be maintained by the **Selected Bidder** for the entire period of the License and it will be produced as and when required by any authorized representative of Nagar Nigam Gorakhpur. All transactions for User fee collection to be kept on digitized format including the time stamp.
- ii. The **Selected Bidder** shall, during the contract period, maintain books of account recording all its receipts from all sources derived or on account of the Project, income, expenditure, and payments, and assets and liabilities, in accordance with this Agreement, the Applicable Laws and Good Industry Practice. The **Selected Bidder** shall provide Nagar Nigam Gorakhpur 02 (two) copies of its audited balance sheet and profit and loss account along with a report there on by its statutory auditors, within 120 (one hundred and twenty) days of the close of the Financial Year to which they pertain.

- iii. There should be no encroachment in and around parking facilities at any time of the Licensing period. The maintenance and up keep of the existing Infrastructure present at MLCP will be the responsibility of the Selected Bidder.
- iv. Fare boards, Parking stand boards and entry & exit boards of size approved by The Municipal Commissioner Nagar Nigam Gorakhpur with retro reflective lettering mounted on GI pipes shall be fixed by the Selected Bidder for the above blocks as per requirement.
- v. Providing road signs and marking of roads, parking bays, speed breakers etc. within parking area shall be carried out regularly by the Selected Bidder at its own cost.
- vi. No structure will be allowed to be constructed on the subject land allotted on license basis under any circumstances. However, if felt necessary, the **Selected Bidder** shall undertake such activity with prior approval from Municipal Commissioner Gorakhpur.
- vii. Activities mentioned here under are not exhaustive and the **Selected Bidder** shall have to carry out the Operation & Regulation of Parking floors as per the good industry practices and standard operating procedures.
- viii. All necessary reports and any other information if required shall be supplied by selected bidder immediately as required and regular meetings will be held with the Municipal Commissioner Nagar Nigam Gorakhpur
- ix. The **Selected Bidder** shall not employ following persons on work.
 - a. Any Minor Person (Child Labour)
 - b. Any person having age of more than 58 years
 - c. Any pregnant woman
 - d. Any person with criminal background
- x. The **Selected Bidder** is not permitted to levy any service charges or any deposit from the public other than the parking fee. Boards indicating charges should be displayed at a prominent place at parking premises as mentioned above.
- xi. The **Selected Bidder** will have to insure all the staff working for Parking Management.
- xii. Necessary security arrangements to protect the parking charge amount collected and to protect the installed property by the Selected Bidder should be made by the Selected Bidder at his own cost and risk.
- xiii. Install necessary CCTV cameras (if necessary) at every entry and exit ramps as well in the parking floors for better monitoring and surveillance in consultation with the Authority.
- xiv. The Selected Bidder shall have to ensure maintenance of fire extinguishers and other safety equipment's for Parking Area at its own Cost.
- xv. The Selected Bidder must make his own arrangements for residence of the staff working for parking management. No accommodation will be made available by the Selected Bidder at MLCP or anywhere else by the Nagar Nigam Gorakhpur authorities.
- xvi. The day-to-day maintenance of the parking area which includes the following is the responsibility of the Selected Bidder.
 - a. Maintenance and up keep of the infrastructure provided by the Selected Bidder for the issue of token sat entry and exit gates.
 - b. The existing infrastructure and furniture like chairs, tables, almirahs, intercoms, fans, cash boxes, emergency lights, computer etc. shall be provided by Selected Bidder at facilities if required and will be responsible for their maintenance.
 - c. The **Selected Bidder** is responsible for ensuring that the vehicles are parked in an orderly manner and shall maintain the lifting barrier, speed breakers provided at the entry and exit gates, if any.
 - d. The Selected Bidder is also responsible for regular Housekeeping for the Parking floors which includes cleaning and solid waste management.

2. Deployment of Personnel/Workers for Parking Management

Scope of work under Deployment of Personnel/Workers includes but not limited to:

- i. Adequate Personnel/Workers should be deployed
- ii. Managing entry & exist of vehicles at entry & exist gates respectively.
- iii. Registering vehicles & maintaining necessary records, recording the details such as but not limited to the Vehicle No., Entry/Exit date & time etc.

- iv. Providing tokens to the driver of the vehicle and receiving token from the driver at the time of exit.
- v. Providing necessary information or direction for vehicle movement within the parking area.
- vi. Proper parking arrangement of different class of vehicles separately in the designated area.
- vii. Providing security to vehicles during the License period.
- viii. Personnel/Workers so provided shall work in shifts with a single shift no longer than 8 hours at a stretch.
- ix. The Selected Bidder shall follow all the guidelines and laws such as Minimum Wages Act, Labour Laws and any other applicable.

3. Operation and Maintenance of MLCP premises

The operation and maintenance has been made in away to ensure smooth and safe operation of the Bandhu Singh Park MLC Pandits premises as per the provision of O&M Agreement.

- i. The selected bidder / O&M Operator shall have to pay all the utility charges/ bills such as but not limited to electricity charges, water charges and other applicable charges during the entire license period.
- ii. Cleaning and upkeep of the entire MLCP campus and its facilities and management of solid waste generated due to operation including collection, transportation and scientific disposal at its own cost.
- iii. Cleaning of floor, first floor and second toilets. Deployment of staff and its management as per the provision of contract and prevailing laws of State Government.
- iv. Abide by all Laws/Statutes in connection with this project including Insurance.
- v. O&M Operator has to ensure no activities (other than approved and permitted by The Municipal Commissioner Nagar Nigam takes place which can create noise.
- vi. Ensuring that the premise is maintained as per prevailing Acts, rule and regulations related to storage, transport and use of dangerous and explosive material within the project area with the exception of LPG cylinder to be used exclusively for cooking.
- vii. Opening Hours - 24 hours
- viii. O&M operator has to provide ROW at Facility in ground floor porch area of MLCP mandatorily.
- ix. Employment of personnel
 - + The O&M operator agrees to employ their own trained employees to run the above said activities and shall be liable to pay the salaries , leave, Wages, and all other required benefits and legal dues payable to them. The O&M operator shall also comply with each and every provisions of law applicable to its employees, including obtaining of licenses under the provisions of Contract Labour (Regulations Abolition) Act, 1970 and rules made there under, Payment of minimum rates of wages, benefits under Employees State Insurance Scheme, Workmen's Compensation Act, and similar labour legislation in force from time to time. The O&M operator shall engage fully trained and adequately experienced staff, who are medically fit and free from any infectious diseases. The O&M operator shall get the medical examination of his employee once every 6 months and submit the said test report to Licens or from authorized local body or from body as may be directed by the Licensor.
 - + The O&M operator under takes and acknowledges that The Municipal Commissioner Nagar Nigam Gorakhpur) shall have full rights to Test, Interview, otherwise assess or determine the quality of O&M operator Employees / workers deputed in its premises. The Municipal Commissioner Nagar Nigam Gorakhpur can direct the O&M operator and the O&M operator shall be bound to replace any workmen/employee, if the said workmen/worker is found to be unfit for designated duty.
- x. The Municipal Commissioner Nagar Nigam Gorakhpur or his authorized representative will have full access and authority to the site at convenient time and to review the relevant books and papers.
- xi. Cleaning and Solid Waste Management

- ✦ Cleaning roaster shall be maintained by operator and provided to the authority whenever asked for.
 - ✦ Operator shall ensure that the Project Facility areas are clean at all times
 - ✦ Operator shall arrange for dustbins in Project Facility areas to minimize littering from Users of the Project
 - ✦ There should be regular sweeping of the Project Facility areas multiple times in a day to ensure cleanliness
 - ✦ While cleaning the Project Facility, Operator shall make sure that the dump shall not be thrown in rest of the areas of MLCP, except any area which is Designated by The Municipal Commissioner Nagar Nigam Gorakhpur for such purpose.
 - ✦ Operator shall follow adequate waste management and disposal methods for waste generated from Project.
 - ✦ Transportation of waste should be done regularly to ensure that the containers/ trolley sand dustbin sites are cleared before they start Over-flowing.
 - ✦ No. of dustbins and specifications of the dustbins should be provided as per Swachh Bharat mission municipal Solid Waste Management manual.
 - ✦ The dustbins shall be cleaned time to time and the waste should not spill out from dustbin.
 - ✦ The area around the dustbins should be kept clean at all times.
- xii. Toilets
- ✦ Public toilets should be separated by sex into male and female facilities.
 - ✦ Public toilets shall contain several of the following fixtures like, Air fresheners or Odor Control systems, Hand wash faucets / taps, Mirrors over sinks, Paper towels, Coat Hooks.
- xiii. O&M Operator is solely responsible for any damage caused to the property/ any other public infrastructure during the contract period.
- xiv. O&M operator shall provide the required firefighting equipment conforming to relevant standards and the applicable rules and regulations.
- xv. O&M Operator has to ensure that water supply, drainage, electricity services to the project facility be fully operational during the O&M period.
- xvi. O&M Operator has to ensure that project site remains free from all encroachments, and take necessary steps to remove them.
- xvii. O&M Operator has to ensure that project site and facilities created are not defaced by any kind of writings/posters.
- xviii. Force majeure and termination related provisions will be detailed out during signing of the O&M Agreement.

The O&M Operator is also responsible for repair and replacement of damaged tiles.

4. Other Activities

Scope of work under Other Activities include but not limited to following:

- i. Ensuring that every vehicle is registered & properly checked & frisked.
- ii. Ensuring that all vehicles are properly parked in a systematic manner.
- iii. Wherever necessary co-ordinate and co-operate with The Municipal Commissioner Nagar Nigam Gorakhpur, Facility Management Agency, Security Agencies, IT system provider and other agencies and authorities.
- iv. In case of any system failure and any issues arising out of the equipment's due to the regular operation to be duly notified to the Authority within 24 hours of occurrence.

5. Complaint Book

- i. The Selected Bidder shall maintain a complaint book in a prominent place on the premises and in such away that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the Officers of

the Nagar Nigam Gorakhpur.

- ii. The Municipal Commissioner Nagar Nigam Gorakhpur does not recognize any Association of the Traders and incase any negotiation/bargain necessary with regard to the clarification of the Terms & Conditions of the Agreement or modifications thereof, such negotiations should be sought by the Selected Bidder and no collective representation/bargaining will be entertained.
- i. The Municipal Commissioner, Nagar Nigam, Gorakhpur may, based on any public complaints, ask Selected Bidder to remove such employees whose services are doubtful or the behavior or having criminal background & the Selected Bidder is bound to abide by the advice of Handing Over of the premises on expiry of license period

On expiry of the license period or on termination of the Agreement by The Municipal Commissioner Nagar Nigam Gorakhpur On account of any breach on the part of the Selected Bidder and termination of this Agreement, the Selected Bidder shall deliver the possession of the premises in good condition and in peaceful manner along with furniture, fittings, equipment's and installations, if any, provided by The Municipal Commissioner Nagar Nigam Gorakhpur or developed by Selected Bidder under this Agreement to The Municipal Commissioner Nagar Nigam Gorakhpur or his authorized representative.

6. Notice Board Display

The **Selected Bidder** shall display a notice board both in English & Hindi in a conspicuous place indicating that it is a Bandhu Singh Park parking lot. The name of the Selected Bidder managing parking, contact numbers of Selected Bidder and the period of License shall be indicated in the notice board. The "Parking Fees" as approved by The Municipal Commissioner Nagar Nigam Gorakhpur shall be displayed at the entrance of the parking lot. The Selected Bidder shall put up no other board of what so ever nature without prior approval of The Municipal Commissioner Nagar Nigam Gorakhpur.

7. Selected Bidder's Liability:

- i. The Selected Bidder shall completely indemnify and hold harmless the Bandhu Singh Park and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of Agreement, wrongful act or negligence by the Selected Bidder or any of its employees engaged in the provision of the services to Bandhu Singh Park. The Selected Bidder shall not be liable in any way what so ever and the Municipal Commissioner Nagar Nigam Gorakhpur here by expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
 - a) Caused by, resulting from or in connection with any Biological or Chemical Contamination or any Nuclear Risks;
 - b) Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Selected Bidder or any of its employees engaged in the Parking Management Services at the Bandhu Singh Park MLCP.
- ii. The Selected Bidder shall not assign, transfer or subcontract any of its rights and duties under this Agreement except as provided without the prior approval of The Municipal Commissioner Nagar Nigam Gorakhpur.

8. Parking Fee Rates:

In pursuance of the Work Notice of the Government of Uttar Pradesh, Urban Development Section-09, No. 790/IX, dated May 06, 2025, parking fees in urban areas with a population of less than 10 lakhs shall be collected at the specified rates, and it shall be mandatory to issue a receipt for every vehicle.

| Population of less than 10 Lakh | For 02 Hours(In rupees) | | Sequentially, For 01 Hours | | For 02 Hours(In rupees) | | Monthly Pass (In rupees) | |
|---------------------------------|-------------------------|-----------|----------------------------|-----------|-------------------------|-----------|--------------------------|-----------|
| | 02Wheeler | 04Wheeler | 02Wheeler | 04Wheeler | 02Wheeler | 04Wheeler | 02Wheeler | 04Wheeler |
| | 10 | 20 | 05 | 10 | 40 | 80 | 600 | 1200 |

9. INVENTORY LIST

- 1- Lift 02 Nos
- 2- Staircase 02 Nos
- 3- Toilets
- 4- Drinking water
- 5- Fire fighting system

Note: Inventory of other assets present in the parking will be prepared at the time handing over off the parking to the selected Agency.

10. SCOPE OF REPAIR, CIVIL WORKS, WHITE WASHING AND OTHER MINOR, MAJOR REPAIRWORKS

1. All the minor repair and maintenance work shall be carried out by the selected bidder as follows (indicative only),
 - a. Providing man power for operation of electrical and water supply provision to the entire area.
 - b. Replacement of electrical goods like bulbs, street lights, switch, switchboard, holder, MCB etc.
 - c. Replacement of water tap, fittings, damaged basin, mirror, toilet pan.
 - d. Repair of motors, DG set, CCTV, Lift.
 - e. Daily cleaning and sweeping of the parking area and disposal of garbage at designated place as decided by NKA.
 - f. Watering and maintaining the lawn and the garden
 - g. Provision for manpower for 24 hours watch and ward
 - h. Operation of Fire Safety Measure, CCTV and Lift.
 - i. Minor repair and maintenance of existing sewage line over the whole Parking Area.
2. All the major civil works and replacement of equipment's shall be carried out by the NNG
 - a. Whitewashing inside and outside of the MLCP and provision of sign ages at specific points once in 02years
 - b. Repair, maintenance of civil works and extension of civil structures if any,
 - c. Replacement of motors for water supply and fire safety measures, DG set and CCTV initially by GNN, if not deliberately mishandled.
 - d. Repair and maintenance of approach road and visitor circulation paths,
 - e. Extension of water supply line, electrical line, sewage line if any in parking area,
 - f. Extension of Gardens and Lawns,
 - g. Carriage of garbage from stacking point and dustbins to outside

VOLUME - II

INSTRUCTION TO BIDDERS

SELECTION OF AGENCY FOR OPERATION AND
MANAGEMENT OF MULTI LEVEL CAR PARKING AT
GHANTAGHAR BANDHU SINGH PARK, ,
GORAKHPUR, U.P.

1. BID DATA SHEET

| | | |
|-----|--|--|
| 1. | Name of the project | Operation and Management of Multi level car parking at Ghantaghar Bandhu Singh Park, Gorakhpur |
| 2. | Tender issued by | The Municipal Commissioner Nagar Nigam Gorakhpur |
| 3. | Mode of Bidding | Online through website etender.up.nic.in and after financial bid opening bidder should submit Hard copies of the same are to be submitted. |
| 4. | Contract Period | For a period of 3 (three) years and extendable for another 2 (two) years only. |
| 5. | Cost of RFP Documents | INR. Rs. 5,900/- (Rupees Five thousand nine hundred only) + GST 18% non-refundable, to be paid only online/NEFT/RTGS mode. |
| 6. | Earnest Money Deposit/Bid Security | INR. 5.00 Lakhs (as per tender notice) to be paid only online/NEFT/RTGS mode. |
| 7. | Last Date of receiving Pre-Bid queries | As per tender notice. |
| 8. | Date of Pre-bid Meeting | As per mentioned on e-tender website. |
| 9. | Last date and time of Submission of Bid | As per tender notice. |
| 10. | Opening of Technical Bid | As per mentioned on website. |
| 11. | Opening of Financial Bid | Time & Date will be announced only after evaluation of Technical Bid to the responsive bidders only. |
| 12. | Place of obtaining | The tender can be downloaded from website http://etender.up.nic.in |
| 13. | Address for Correspondence | The Municipal Commissioner Nagar Nigam Gorakhpur, Town hall, PINCode-273001 Phone: Email Id: nagarnigamgkp@gmail.com |

2. PROJECTBACKGROUND

- a. The Municipal Commissioner Nagar Nigam Gorakhpur intends to select an agency to operate and manage the Multilevel Car Parking (MLCP) MLPC at Ghantaghar Bandhu singh Park.
- b. The Municipal Commissioner Nagar Nigam Gorakhpur has decided to provide the parking floors of the MLCP i.e. 4 floors (G+2) on License basis to an agency for operation and management. The authority has decided to carry out the bidding process for selection of agency to whom the project may be awarded on license basis. As part of these Brief

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|--|
| Name of the "Project" |
| "Selection of Agency for Operation and Management of MLCP, Ghantaghar Bandhu Singh Park, , Gorakhpur" |

particulars of the Project are as follows:

- c. The Project duration is for 3 (three) years (the "Contract Period") which can be extended for another 2 (two) years based on the satisfactory performance of the Agency and at the sole discretion of The Municipal Commissioner Nagar Nigam Gorakhpur. After the completion of Contract period the designated parking floors of Ghantaghar MLCP shall be handed over back to Authority.
- d. No Consortium or Joint Venture is allowed to participate in this bid.
- e. The Selected Bidder (the "Agency"), shall be responsible for Operation and Management of the Parking floors on Annual License Fee basis in accordance with the provisions of the Agreement (the "License Agreement"), to be entered into between the Agency and the Authority. The Annual License Fee to be paid by the Selected Agency to the Authority as per the provisions of this RFP.
- f. The scope of work shall essentially divide in 2 (two) Parts **i. Collection of Parking Fee and management of parking slots ii. Operation and maintenance of the parking lots and other existing infrastructure present at the parking floors of Multi Level Car Parking (MLCP)**. The detailed scope of work shall be provided in the License Agreement. In consideration of undertaking the Contract obligations of the project facility and other related payment obligations toward Authority, the Agency shall be entitled to undertake the activities permitted as per the details there in the License Agreement, and negotiate, levy, demand, collect and appropriate the fee/revenue from the user's thereof.
- g. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in this RFP for submission of Bids (the "Bid Due Date").
- h. Brief Description of Bidding Process

The Authority has adopted a Single Stage Two Envelope bidding process (the "Bidding Process") for selection of the Bidder for award of the Project and invites Bids from eligible parties (the "Bidders").

- (i) The Bidder shall submit in separate envelopes, the Technical Proposal (the "**Technical Proposal**") and the financial offer (the "**Financial Proposal**") as part of the Bid. The Technical Proposal involves qualification of interested parties based on their Technical Capacity and Financial Capacity in accordance with the provisions as mentioned in this RFP. Based upon the Technical Proposal submitted by the Bidders, the Authority shall shortlist Bidders whose Financial Offers are eligible for opening in next step in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 days (one hundred and twenty days) from the proposal Due Date. Interested parties may download the RFP documents from the website of the Authority at <http://etender.up.nic.in> This RFP contains information about the Project, bidding process, Bid submission, qualification and Financial Proposal requirements
- (ii) As part of the Technical Proposal, Bidder(s) would be required to furnish all the information as specified in this RFP and any other documents provided by the Authority. The criteria of pass/fail for the Technical Proposal of the Bidders shall depend upon the Bids being responsive in terms of this RFP document and upon their meeting in entirety the minimum eligibility and qualification criteria as laid down in this RFP document.
- (iii) The Financial Proposal, of only those Bidders who are found to be eligible as per the evaluation of their Technical Proposal shall be opened and evaluated.
- (iv) In terms of the RFP, a Bidder is required to deposit, along with its Bid, a bid security of Rs. 2.00 Lakhs (Rupees Two Lakhs only) (the "Bid Security") through Demand Draft only in favour of The Account Officer Nagar Nigam Gorakhpur, payable at Gorakhpur, in any scheduled bank.
- (v) Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the license including implementation of the Project.
- (vi) Bids are invited on the basis of the Annual Fee to be paid by the Agency (the "**Annual License Fee¹**") as per the provisions hereof and particularly the License Agreement. The Agreement period is pre-determined and fixed as specified in this RFP. After evaluation of Technical Proposal and subject to requirements of the RFP, the aforesaid Annual License Fee shall constitute the sole criteria (the "**Bid Parameter**") for evaluation of Bids and the selection of the Successful Bidder.
- (vii) In this RFP, the term "**Highest Bidder**" shall mean the Bidder who has quoted the Highest Annual License Fee.
- (viii) The Highest Bidder shall not be allowed to participate, in the fresh bids invited by the Authority, in case the Highest Bidder is rejected due to non- acceptance of Letter of Award issued by the Authority or due to Misrepresentation made by the Highest Bidder in the first round of bidding for this Project.

¹ excluding provision for GST and other applicable taxes

- (ix) Further and other details of the Bidding Process to be followed and the terms thereof are spelt out in the subsequent sections of this Request for Proposal.
- (x) Any queries or request for additional information concerning this RFP shall be submitted in writing and by e-mail so as to reach the officer designated in Data Sheet by the

specified date. The envelopes/ communication shall clearly bear the following identification/title:

Queries/ Request for Additional Information: Request for Proposal Document –
“Selection of Agency for Operation and Management” of multilevel Car Parking
in Ghantaghar Bandhu Singh Park Gorakhpur.

3. INSTRUCTIONS TO BIDDERS

1. Scope of Bids

- (i) The Authority wishes and invites Bids from experienced and capable Bidders in the format and within the specified date and time as described in this Request for Proposal.
- (ii) Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- (iii) The Bidder shall furnish a Bid Security of value equivalent to Rs. 2,00,000/- (Rupees Two Lakhs only) in accordance with the provisions of this Request for Proposal. No other form of Bid security is allowed except Demand Draft.
- (iv) The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance security under the License Agreement.

2. Eligibility of Bidders-General

For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

- (i) A Bidder is eligible to submit only one Bid for the Project.
- (ii) The Bidder shall be a single entity only. No group of entities (the “Consortium”), or a Joint Venture is allowed. The term Bidder used herein would apply to only a single entity. A Bidder shall be eligible to bid subject to the conditions set out in clause below.
- (iii) A Bidder can be (i) a company incorporated under the Indian Companies Act, or, (ii) a Partnership firm registered under The Partnership act, 1932 or the Limited Liability Partnership (LLP) incorporated under Limited Liability Partnership Act 2008 Government of India, or, (iii) a sole proprietorship firm.

3. Sealing and Marking of Bids

- (i) The Bidder shall submit the Technical Proposal in the format specified at Appendix-I.
- (ii) The Bidder shall submit the Financial Proposal only online in .xlx. Format.
- (iii) Address for corresponding:
The Municipal Commissioner Nagar Nigam Gorakhpur, Town hall, Pin:273001

Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

4. Bid Due Date

- (i) Bids should be submitted as per the Bid Due Date and time specified in this RFP.
- (ii) The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum.

5. Late Bids

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

6. Modifications/ Substitution/ Withdrawal of Bids

The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

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

4. EVALUATION PROCESS

1. Opening and Evaluation of Bids

- a. The Authority shall open the Technical Bids as per the schedule of bidding process and in the presence of the Bidders who choose to attend.
- (vi) The Authority will subsequently examine and evaluate technical Bids in accordance with the provisions set out in Section.
- (vii) Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- (viii) If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project for evaluating the Technical and Financial Capacity of the Bidder.
- (ix) In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same for evaluating the Technical and Financial Capacity. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of of this RFP.
- (x) The Bidders who meet the eligibility criteria as mentioned in this RFP will be shortlisted and eligible for opening the Financial Proposal.
- (xi) The Project will be awarded to the bidder quoting the highest annual license fee.
- (xii) The opening of Bids and acceptance thereof shall be substantially in accordance with this Request for Proposal document.

2. Validity of Bids

The Bids shall be valid for a period of not less than 90 days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

3. Confidentiality

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

4. Tests of Responsiveness

Prior to evaluation of Qualification Proposal, the Authority shall determine whether each Technical Proposal is responsive to the requirements of the Request for Proposal. A technical Proposal (bidder uploaded online) shall be considered responsive only if:

- a) it is received as per format at Appendix-I
 - b) it is received by the Bid Due Date including any extension there of
 - c) it is accompanied by the Power of Attorney for signing the Bid
 - d) it contains all the information and documents (complete in all respects) as requested in this Request for Proposal;
 - e) it contains valid **character certificate of bidder issued by District magistrate.**
 - f) It contains information in formats same as those specified in this RFP;
 - g) it contains certificate from its statutory auditors/Chartered accountant in the format specified at Appendix-I of the RFP;
 - h) it does not contain any condition or qualification; and
 - i) it is not non-responsive in terms hereof;
- (xiv) The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

5. Clarifications

- a. To facilitate evaluation of Bids, the Authority may seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- b. If a Bidder does not provide clarifications sought under Clause a above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

5. QUALIFICATION AND BIDDING

1. Short-Listing and Notification

After the evaluation of Bids for Qualification, the Authority would announce a list of short-listed qualified Bidders whose Financial Proposals shall be liable to be opened. At the same time, the Authority would notify the other Bidders that they have not been short-listed. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

2. Proprietary Data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

3. Correspondence with the Bidder

Save and except as provided in this Request for Proposal, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

6. BIDSECURITY

- a. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses here in above.
- b. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free
- c. Save and except as provided in Clauses stated above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Bidders may by specific instructions in writing to the Authority give the name and address and account details of the person in whose account the refund to be processed. failing which it shall be refunded in the account from where the Bid security was deposited initially.
- d. The Selected Bidder's Bid Security will be returned, without any interest, upon the Agency signing the License Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the License Agreement.
- e. The Authority shall be entitled to forfeit the Bid Security as Damages inter alia in any of the events specified in Clause herein below. The Bidder, by submitting its Bid pursuant to this Request for Proposal, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this Request for Proposal, no relaxation of any kind on Bid Security shall be given to any Bidder.
- f. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the License Agreement, or otherwise, under the following conditions:
 - a) a Bidder submits a non-responsive Bid;
 - b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in this Request for Proposal;
 - c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - d) the Selected Bidder fails within the specified time limit-
 - a. to sign and return the duplicate copy of LOA; or
 - b. to sign the License Agreement; or
 - c. to furnish the Performance Security within the period prescribed there for in this RFP or License Agreement.
 - e) the Selected Bidder, having signed the License Agreement, commits any breach thereof prior to furnishing the Performance Security.

7. CRITERIA FOR EVALUATION & EVALUATION OF BIDS

i. Eligibility criteria

a) Technical Capacity

The bidder should have a minimum experience of 3 years of experience in,

- i. Managing contract exclusively for vehicle parking management system at any star hotels/resorts, hospitals, airports, sea port, railways including metro rail stations, bus terminals, approved public vehicle park/multilevel car parking of municipal corporations, malls or shopping complex in the last 5 (five) Financial Years ending 2020-21, or,
- ii. Managing contract for facility management in residential townships, commercial establishments (hotel, malls, offices etc.) in the last 5 (five) Financial Years ending 2020-21.

b) Financial Capacity

The bidder shall have an annual turnover of INR 50 lakhs (Rupees Fifty lakhs only) in any one year during the last 5 (five) Financial Years ending 2020-21.

ii. Financial Information for purposes of Evaluation

- a. The Bid must be accompanied by the Audited Financial Statement of the Bidder for the last 5 (five) financial years preceding the year in which the Bid is made.
- b. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/charted accountant shall certify the same. In such a case, the Bidder shall provide the Audited Financial Statements for 5 (five) years preceding the year for which the Audited Financial Statement is not being provided.
- c. The Bidder must establish the minimum Annual turnover as specified in Clause above as the case may be, and provide details as per format at Annexure-II Financial capacity of the Bidder of APPENDIX , Letter Comprising the Technical Proposal and Annex I - III.

iii. Financial Proposal

The Bidders who are shortlisted after evaluation of technical proposal will be informed about the opening date of the Financial Proposal in writing and on the following website i.e. etender.up.nic.in and the Financial Proposal shall be opened in the presence of the shortlisted Bidders who choose to attend.

iv. Selection of Bidder

- a. The bidder meeting the technical eligibility criteria and other terms and conditions as set forth in this RFP and quoting the highest annual license fee offered to the Authority, shall be declared as the selected Bidder (the "Selected Bidder"). In the event that the

Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

- b. In the event that two or more Bidders quote the same amount of Annual License Fee, the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- c. In the event that the bidder quoting the highest annual license fee withdraws, the Authority may invite all the remaining Applicants to match the Bid of the aforesaid Highest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- d. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified above, the Authority may, in its discretion, invite fresh Bids (the "**third round of bidding**") from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- e. After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (Seven) days of the issuance of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.
- f. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Selected Bidder to execute the License Agreement. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

v. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

vi. Bid Parameter

- a. The financial proposal shall comprise of Annual License Fee, to be quoted by the Bidder in accordance with the provisions of this RFP and License Agreement. *The Bidder who quotes the "Highest Annual License Fee" shall be the Selected Bidder.* Bids are invited on the basis of the Annual License Fee as per the provisions hereof and particularly the License Agreement.
- b. The Annual License Fee shall be increased at the rate of 5% (Five percent) **year on year basis**, over the previous year's Annual License Fee.
- c. The Annual License Fee quoted by the Bidder shall be over and above the Bidder's obligation to operate & manage as per the details set out in the License Agreement.
- d. Annual License Fee shall be paid on monthly basis by the Agency to the Authority.
- e. The Selected Bidder shall deliver to the Authority within 30 days of issuance of the Letter of Award (LOA) a Performance Security equal to **10% of the Quoted Annual License Fee** in the Financial Proposal in the form of a Bank Guarantee or Demand Draft in favour of The Account Officer Nagar Nigam Gorakhpur, payable at Gorakhpur in scheduled bank.

Appendices

APPENDIX I

Letter Comprising the Technical Proposal and Annex I - III

Dated: [●]

To, Nagar Nigam Gorakhpur
Sub:T RFP for "Selection of Agency for Operation and Management" of
h Bandhu singh Park MLCP",Gorakhpur, U.P.

e Dear Sir,

M With reference to your RFP document dated_____,I/we, having
u examined the RFP document and understood its contents, hereby submit my/our
n Bid for the aforesaid project.

- v 1. The Bid is unconditional and unqualified.
- c 2. I/ We acknowledge that the Authority will be relying on the information
i provided in the Bid and the documents accompanying such Bid for selection of
p the Agency for the aforesaid project, and we certify that all information provided
a in the Bid and in Annexes is true and correct; nothing has been omitted which
l renders such information misleading; and all documents accompanying such Bid
C are true copies of their respective originals.
- o 3. This statement is made for the express purpose of our selection as an Agency for
the management of the aforesaid Project.

m² All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder

- m 4. I/ We shall make available to the Authority any additional information it may
i find necessary or require to supplement or authenticate the Bid.
- s 5. I/ We acknowledge the right of the Authority to reject our Bid without assigning
s any reason or otherwise and hereby waive to the fullest extent permitted by
i applicable law our right to challenge the same on any account whatsoever.
- o 6. I/ We certify that in the last five years have neither failed to perform on any
n contract, as evidenced by imposition of a penalty by an arbitral or judicial
e authority or a judicial pronouncement or arbitration award, nor been expelled
r from any project or contract by any public authority nor have had any contract

t reach on our part.

e 7. I/ We declare that:

r

m (a) I/ We have examined and have no reservations to the Bidding Documents,
i including any Addendum issued by the Authority;

n (b) I/ We do not have any conflict of interest in accordance with Clauses 0 of the
a RFP document;

t (c) I/We have not directly or indirectly or through an agent engaged or indulged in
e any corrupt practice, fraudulent practice, coercive practice, undesirable
d practice or restrictive practice, in respect of any tender or request for proposal
issued by or any agreement entered into with the Authority or any other public
b sector enterprise or any government, Central or State; and

y (d) I/ We hereby certify that we have taken steps to ensure that in conformity with
the provisions of the RFP document, no person acting for us or on our behalf
a has engaged or will engage in any corrupt practice, fraudulent practice,
n coercive practice, undesirable practice or restrictive practice and;

y (e) the undertakings given by us along with the Bid in response to the RFP for the
Project were true and correct as on the Bid Due Date and we shall continue to
p abide by them.

u 8. I/ We understand that you may cancel the Bidding Process at any time and that
b you are neither bound to accept any Bid that you may receive.

l 9. I/ We believe that we satisfy(s) the Technical Capacity and Financial Capacity
i criteria and meet(s) all the requirements as specified in the RFP document and
c are/ is qualified to submit a Bid.

10. I certify that in regard to matters other than security and integrity of the
a country, we have not been convicted by a Court of Law or indicted or adverse
u orders passed by a regulatory authority which could cast a doubt on our ability
t to undertake the Project or which relates to a grave offence that outrages the
h moral sense of the community.

o 11. I further certify that in regard to matters relating to security and integrity of
r the country, we have not been charge-sheeted by any agency of the
i Government or convicted by a Court of Law.

t 12. I/ We further certify that no investigation by a regulatory authority is pending
y either again stusoragainstour CEO or any of our
Directors/Managers/employees.

f 13. I/We further certify that we are not barred by the Central Government/ State
o Government or any entity controlled by it, from participating in any project
r and no bar subsists as on Bid Due Date

b 14. I/ We undertake that in case due to any change in facts or circumstances
during the Bidding Process, we are attracted by the provisions of

ons of this Request for Proposal; we shall intimate the Authority of the same immediately.

15. The power of attorney for signing of Bid as per format provided at Appendix II, of the Request for Proposal, is also enclosed.

16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above- mentioned Project and the terms and implementation thereof.

17. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

18. I/ We certify that in terms of the Request for Proposal, my/our Annual turnover is Rs.....(Rs in words)

19. We agree and undertake to severally liable for all the obligations of the Agency under the License Agreement.

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

Date:

Yours faithfully,

Place: (Signature, name and designation of the Authorized signatory) Name and seal of Bidder

of
the
provision

Annex I - Particulars of the Bidder

1. Particulars of the Bidder

(a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) E-Mail Address:

4. Particulars of the Authorized Signatory of the Bidder:

(a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

5. The following information shall also be provided for the Bidder:

Name of Bidder:

| No. | Criteria | Yes | No |
|-----|---|-----|----|
| 1. | Has the Bidder been barred by the Central/ State Government, or any entity controlled by it, from participating in any project? | | |
| 2. | If the answer to 1 is yes, does the bar subsist as on the Bid Due Date? | | |
| 3. | Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last five years? | | |

6. A statement by the Bidder (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in there cent past is given below(Attach extra sheets, if necessary):

Annex II - Financial Capacity of the Bidder

| Bidder type | Annual Turnover | | | Average Annual turnover |
|----------------------|-----------------|----------------|----------------|-------------------------|
| | Year 2023-24 | Year 2024-2025 | Year 2025-2026 | |
| (1) | (2) | (3) | (4) | (5) |
| Single entity Bidder | | | | |
| | | | | |

Name & address of Bidder's Bankers:

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - a) reflect the financial situation of the Bidder where the Bidder is relying on its Associate's financials;
 - b) be audited by a statutory auditor/charted accountant;
 - c) be complete, including all notes to the financial statements; and
 - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Annex III - Details of Eligible Projects

| | | |
|----|--|--|
| 1 | Project Name: | |
| 2 | Name of Bidder: | |
| 3 | Project Location: | |
| 4 | Parking Area (Sqm) and No. of Parking slots: | |
| 5 | Start Date (Month/Year): | |
| 6 | Whether ongoing (Yes / No): | |
| 7 | If completed, date of completion: (DD/MM/YYYY) | |
| 8 | Detailed Narrative Description of Project: | |
| 9 | Number of Staff provided: | |
| 10 | Value of Services (INR) per year: | |
| 11 | Name of Client: | |
| 12 | Client Contact Details: | |

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project or Location in this Annex. The projects cited must comply with the eligibility criteria specified in this RFP. Information provided in this section is intended to serve as a backup for information provided in the Application. Bidders should also refer to the Instructions below.
2. Certificate from the Bidder's statutory auditor/charted accountant must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors/ charted accountants, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.
3. In case of Private Client, the Bidder shall furnish the bank statement for payment made/received for the management of Parking

Certificate from the Statutory Auditor / Chartered Accountant regarding management of Parking Facility

Based on its books of accounts and other published information authenticated by it, this is to certify that..... (name of the Bidder) is/ was an equity shareholder in (title of the project company) and holds/ held Rs. cr. (Rupees crore) of equity (which constitutes % of the total paid up and subscribed equity capital) of the project company from(date)to..... (date). The project was Commissioned on.....(date).

We further certify that the Bidder have managed the **Parking Facility** at..... (Project name and location) and **made/received payment for management of** The above parking facility during the past three financial year sending FY20-21

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the authorized signatory)

Date:

- 4. Bidders are required to produce client certificates, invoices, bank statements, order letter, completion certificates etc. to substantiate the experience demonstrated

Certificate from Statutory Auditors/Chartered Accountant/Company Secretary regarding Associate

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (Name of the Associate) is held, directly or indirectly, by (Name of Bidder).

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder in the Associate}

Name of the audit firm:

Seal of the audit firm:

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

APPENDIX II - Power of Attorney for signing of

Bid (To be executed on a Stamp Paper)

(Refer Clause 2.2.5)

Know all men by these presents, We (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms(name), son/daughter/wife of and presently residing at....., who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the -**"Selection of Agency for Operation and Management" of Ghantaghar,Bandhu Singh Park", Gorakhpur, U.P.** (hereinafter referred to as "the Project") proposed or being developed by the _____(the "Authority") including but not limited to signing and submission of all bids and other documents and writings, participate in pre-bids and other conferences and providing information/responses to the Authority, presenting us in all matters before the Authority, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the License Agreement with the Authority. AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF2.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Person identified by me/ personally appeared
before me / signed before me/ Attested /
Authenticated*

(* Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date: _____

Accepted

.....(Signature)

(Name, Title and Address of the Attorney)

Notes:

- ☐ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- ☐ *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 favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- ☐ *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. 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 Apostle certificate*

APPENDIX III – Financial Proposal

To,

Date:

The Municipal Commissioner
Nagar Nigam Gorakhpur
Town hall, Gorakhpur
273001

Sub: Financial Proposal for “Selection of Agency for Operation and Management” of Ghantaghar, Bandhu Singh Park, Gorakhpur ,U.P.”

Dear Sir,

I/We hereby submit our Financial Proposal for the captioned project. If the project is awarded to us, we agree to make the following payments to_____ as per the terms given in the Request for Proposal (RFP) Document.

| S. No. | Description | Amount (in INR) |
|--------|--|------------------------------------|
| I | Annual License Fee payable to The Municipal Commissioner Nagar Nigam Gorakhpur (<i>insert name of authority</i>) | Quoted only online in attached BOQ |

***Exclusive of GST**

We agreed to pay the above license free to Nagar Nigam Gorakhpur as below :-

- 1- For first year above license please shall be payable in advance
- 2- For second and third year the annual license fees shall be increased at the rate of 10% previous year annual license free for each year and shall be payable in advance on the beginning of the Year

(Signature of Authorized Person with seal)

Date:

VOLUME - III

DRAFT LICENSE AGREEMENT

SELECTION OF AGENCY FOR OPERATION AND MANAGEMENT OF MULTI
LEVEL CAR PARKING AT GANTAGHER, BANDHU SINGH PARK ,
GORAKAHPUR,U.P.

LICENSE AGREEMENT

This License Agreement (Agreement) is executed on this [●] day of [●] Two Thousand and [●] at [Gorakhpur]:

BETWEEN

Municipal Commissioner Nagar Nigam Gorakhpur having its office at Town hall Gorakhpur (U.P.), (hereinafter referred to as "Authority", which expression shall, unless the context otherwise requires, include its administrators, successors and assigns) of the **FIRST PART**;

AND

_____ [insert name of the Operator], a company organized, incorporated, registered and existing under the Indian Companies Act, 2013 / Partnership Act / Proprietorship Act / and having its registered office at _____ [insert address] (hereinafter referred to as the "Operator", which term or expression shall, unless repugnant to or inconsistent with the context, mean and include it, its successors, liquidators and permitted assigns) of the **SECONDPART**";

Wherein the Authority and Operator are individually referred to as Party and jointly referred to as "Parties" and the expression "Authority" and "Operator", shall mean and include their respective heirs, successors, representatives, nominees, assigns, administrators, executors, transferee(s), beneficiary(ies), legatee(s) etc.

WHEREAS

- A. Authority has selected M/s. _____ as the Successful Bidder through a competitive bidding process for the "Operation and Management of Multi level car parking at Bandhu Singh Park Gantaghar Gorakhpur".

- B. Authority is in the ownership and possession of the afore said property.
- C. With an objective, Authority had invited competitive Proposals / Bids from interested parties to operate, maintain, manage and transfer the same to the authority after license period is over/terminated on the terms and conditions contained in the Request for Proposal (RFP) document and to levy, demand, collect, retain and appropriate User Charges from the Users of the Facility.
- D. The Authority has decided to engage an operator for the operation and management (O&M) of the aforesaid Project site, for an initial period of 3 years and extension period of 2 years subject to satisfactory performance of lessee. ("**O&M Period**").
- E. The Authority had accordingly invited proposals by its Request for Proposal No. _____ dated _____ (the "Request for Proposal" or "RFP") for selection of O&M Operator for operation and management of the above referred project on contract basis.
- F. In response to the Request for Proposal document, the Authority has received () nos. of Proposals from Bidders.
- G. Authority has evaluated the technical proposal as per the terms and condition of RFP and shortlisted the qualified bidders for opening of financial proposal. Financial Proposals of technically qualified bidders has been evaluated and authority has accepted the Proposal/Bid submitted by the "**Successful Bidder**" including, inter alia, the {the selected bidder/M/s. _____, ("**O&M Operator**") and a Letter of Award, bearing No. ____ xxxx Dated was issued to the Successful Bidder.
- H. As per the terms and conditions of the RFP Document, the Successful Bidder hereby agrees to serve as an O&M Operator as per the roles and obligations as detailed out in this Agreement.
- I. Authority acknowledges that as on this day, the O&M Operator has submitted a demand draft/ bank guarantee for a value of Rs. _ (_____ only) towards Performance Security as per the conditions specified in this agreement.
- J. The Authority has agreed to the said request of the selected O&M Operator, and has accordingly agreed to enter into this License Agreement with the O&M Operator for operation and management of the Bandhu Singh Park Multi Level Car Parking, Gorakhpur, U.P. on O&M Contract basis, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as set out below:

Article1 : Definition and Interpretation

1.1 Definition

- 1.1.1 The words and expressions defined in this Agreement shall, unless repugnant to the context or meaning thereof, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules;
- 1.1.2 **“Accounting Year”** means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;
- 1.1.3 **“Agreement”** means this license agreement, the schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;
- 1.1.4 **“Agreement Date”** means the date of execution of this Agreement;
- 1.1.5 **“Applicable Laws”** means all laws, brought into force and effect by Government of U.P./Government of India including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;
- 1.1.6 **“Applicable Permits”** means all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained by the O&M Operator under Applicable Laws during the subsistence of this Agreement;
- 1.1.7 **“Approvals”** means all approvals, permissions, authorisations, consents and notifications from any Governmental Authority, regulatory or departmental authority and any other regulatory authority, as may be applicable.
- 1.1.8 **“Arbitration Act”** means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;
- 1.1.9 **“Authority”** refers to Municipal Commissioner Gorakhpur Nagar Nigam
- 1.1.10 **“Bid”** means the documents in their entirety comprised in the bid submitted by the O&M Operator in response to the RFP in accordance with the provisions thereof;
- 1.1.11 **“Bid Documents”** means the RFP and the Agreement including its schedules;
- 1.1.12 **“Business Day”** means a day on which banks are generally open for business in U.P.
- 1.1.13 **“Clearance”** means, as on the date of execution of this Agreement, any consents, licences, approvals, permits, exemptions, registrations, filings or other authorisations of whatever nature, which is necessary for effective implementation of the Project;

- 1.1.14 **"Competent Authority"** means any agency, authority, department, ministry, public or statutory Person of the Government of Odisha, or any local authority, or any other subdivision thereof with authority over aspects of implementation of the Project having jurisdiction over all or any part of the Project Facility or the performance of all or any of the services or obligations of the O&M Operator under or pursuant to this Concession;
- 1.1.15 **"Due Date"** means every month starting from the effective date as per Clause 4.4.1.
- 1.1.16 **"Effective Date"** means the date on which all the Conditions Precedent to the effectiveness of this Agreement have been satisfied by both the O&M and Municipal Commissioner Nagar Nigam Gorakhpur in accordance with this Agreement, which is not later than 15 days from the issue of the LOA or the time extended by the Authority.
- 1.1.17 **"Encumbrances"** means, in relation to the Project Facilities, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facilities, where applicable herein.
- 1.1.18 **"Financial Commitment"** means the legally binding undertaking of the O&M Operator to mobilize the financial requirements of the project, for ensuring efficient operation & management of the project;
- 1.1.19 **"Financial Year"** shall mean the year commencing from the 1st April of any calendar year and ending on 31st March of the next calendar year.
- 1.1.20 **"Force Majeure"** or **"Force Majeure Event"** shall mean acts, events, conditions or occurrences beyond the control and not arising out of the fault or negligence of the affected Party and shall include acts of God such as earthquake, lightning, tempest, fire, acts of war, riot, bombing, civil commotion, terrorist acts and agitations.;
- 1.1.21 **"Parties"** means the parties to this Agreement collectively and **"Party"** shall mean any of the parties to this Agreement individually;
- 1.1.22 **"Project"** shall mean the "operation and management of Bandhu Singh Park Multi Level Car Parking in Gantaghar, Gorakhpur.
- 1.1.23 **"Annual License Fee"** shall mean and include all such charges detailed and described in the agreement.
- 1.1.24 **"Termination"** means the expiry of the Agreement Period or termination of this Agreement;
- 1.1.25 **"Termination Notice"** means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

1.2 Interpretation

1.2.1 In this Agreement, unless the context otherwise requires:

- 1. the headings in this Agreement are for convenience only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Agreement;
- 2. words importing the singular include the plural and vice versa;
- 3. words importing "it" or a gender include any gender;
- 4. a reference to a Article, clause, party, schedule or exhibit is a reference to a part and clause of, and a party and schedule to, this Agreement and a reference to this Agreement includes any schedule;
- 5. a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- 6. a reference to a document includes any written amendment or supplement to, or replacement or novation of that document;
- 7. a reference to a party to any document includes that party's successors and permitted assigns;
- 8. reference to a time and date concerning the performance of any obligation by a party is reference to the time and date in India;

1.2.2 Any express statement of a right of a party under this Agreement is without prejudice to any other right of that party expressly stated in this Agreement or arising at law.

1.2.3 Recitals to this Agreement are a part of this Agreement and binding on both the Parties.

1.3 Measurements and Arithmetic Conventions

1.3.1 All measurements and calculations shall be in metric system and calculations done to 2 decimal places, with the third digit of 5 or above being rounded up and below 5 being rounded down.

1.4 Ambiguities and Discrepancies

1.4.1 In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- (a) Between two Articles of this Agreement, the provisions of specific Articles relevant to the issue under consideration shall prevail over those in other Articles;

- (b) between the Articles of this Agreement and the Schedules, the Articles shall prevail, between Schedule sand Appendices, the Schedules shall prevail;
- (c) between the written description on the drawings and the specifications and standards, the latter shall prevail;
- (d) between the dimension scaled from the drawing and its specific written dimension, the latter shall prevail; and
- (e) Between any value written in numerals and that in words, the latter shall prevail.

1.5 Priority of Documents

1.5.1 The documents forming this Agreement are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Authority shall issue any necessary clarification or instruction to the O&M Operator, and the priority of the documents shall be as follows:

- (a) This executed License Agreement (including its Schedules), RFP document along with any Addendum issued to the RFP document dated 19.06.2021;
- (b) All other documents enclosed/ attached with this executed Agreement.

Article 2 : Scope of the Present Agreement

2.1.1 The parties to the present agreement clarify that the present agreement is limited to **“Operation and Management of Multi level car parking at Ghantaghar, Gorakhpur, U.P.”** as per the O&M Obligations Schedule 3 at Gorakhpur. The present agreement in no manner shall constitute, create or give any right to the O&M Operator in any of the portions of the property, structures, appurtenance thereon or create any formal business relationship amongst the parties apart from that of an Authority and O&M Operator.

2.1.2 It is further clarified that except for right to the use of MLCP and Premises as outlined in this Agreement nothing in this Agreement shall constitute or be construed as the acquisition of any ownership interest or assignment of the title, or legal or moral right by O&M Operator to the “MLCP” and premises.

2.1.3 The O&M Operator is allowed to provide the MLCP premises partly on rent to any third party only for the purpose as mentioned in the RFP document.

Article 3 : Pre-requisites of O&M Contract

- 3.1.1 The O&M Operator hereby states and undertakes to have inspected the entire "Ghantaghar gorakhpur MLCP" and Premises on offer in the Request for Proposal. The O&M Operator hereby submits that after having duly inspected the said premises, the O&M Operator has accepted the premises on "As is where is basis".
- 3.1.2 The O&M Operator hereby understands that the prerequisite for implementation of the present O&M agreement and essential to the present contract would be to submit an Operation and Maintenance Plan and type of activities in each commercial space within 30 (Thirty) days from the issue of LOA and get it approved by the Authority as prescribed in the format given in Schedule 5 before the effective date.
- 3.1.3 The O&M Operator hereby understands that the prerequisite for implementation of the present O&M agreement and essential to the present contract would be to make insurance of the project facilities & equipment within 90 (Ninety) days from the signing of the O&M Agreement as per clause 4.11 of this agreement.
- 3.1.4 The O&M Operator has to make the project facility fully operational as per Schedule 5 within 30 (Ninety) days from the appointed date.

3.2 Performance Security

For due and punctual performance (Operation and Maintenance) of its obligations under this Agreement, relating to the Project, the O&M Operator shall deliver to the Authority within 07 days of issue of Letter of Award and maintain Performance Security equal to 10% of the Quoted Annual License fee in the form of a Bank Guarantee/Demand Draft in favour of Municipal Commissioner, Gorakhpur payable at Gorakhpur in any scheduled bank.

¹ Performance Security is equal to 10% of Annual License Fee quoted by Highest Bidder.

Article 4 The O&M Contract

4.1.1 In consideration of the payment made and promised as set out herein above and reserved and the covenants on the part of the Second Party, Authority, hereby Provides O&M contract and demises on "as is where is basis" unto the Second Party under the terms and conditions of RFP and this Agreement and effective from the "Effective Date", the area (herein after called as "Project Premises ")

4.2 Project Premises

4.2.1 The "Project Premises" consists of the "MLCP" and its premises as defined in the Schedule 3. The O&M Operator Shall Operate and Manage the Project Premises as per the provisions of Schedule3.

4.2.2 The site shall be used only for purpose for which approval is given by Authority as per clause 3.1.2 allotted and any violation on this account may entail resumption of the site without any compensation to the O&M Operator.

4.2.3 No structure, shall be allowed in the Project Premises. Also, alteration, modifications of the existing structure is not allowed. However, O&M Operator may provide temporary partition, false ceiling, interior decoration works etc.

4.3 Tenure

4.3.1 The Contract shall be effective from the **Effective Date** as defined above and shall allow the O&M Operator the use of Project Premises for a term of 03(Three) years beginning from **Effective Date** and another 02(Two) years thereafter subject to satisfactory performance of lessee. The O&M Operator hereby accepts the O&M contract and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

4.4 Annual License Fee

4.4.1 The O&M Operator agrees and at all times during the pendency of the agreement from the **Effective Date** of the said project and site remains with the O&M Operator and shall be bound to pay the following fee and charges each year which shall collectively be referred to as "**Annual License Fee**".

1. The O&M Operator shall pay Annual License Fee to the Authority for exclusive non-transferable O&M Contract, with the right to Operate and manage the MLCP and its premises.
2. The O&M Operator shall pay the Annual License Fee each year to the Authority till the validity of the O&M Contract as per the conditions mentioned in this agreement.

The Annual License Fee shall be paid by the O&M Operator monthly to the authority in form of a Demand draft / RTGS/ Pay order in favour of the Municipal Commissioner Nagar Nigam Gorakhpur from a nationalized / scheduled bank. The monthly payment will be (Annual license fee quoted by the highest bidder/ 12) plus applicable GST. The Annual License Fee due to be paid by the Operator for each month till the sustenance of the O&M Contract, shall be paid on a monthly basis to the Authority.

3. The 1st payment of monthly license fee will start from the effective date and shall be paid within 7th day in the next subsequent month. Annual license Fee shall be increased at the rate of 5% (Five percent) in every year from the Last paid Annual license fee.
4. Failing to pay the monthly license Fee by the due date shall attract penalty calculated at the rate of 0.1 % (Zero-point one percent) of the monthly license Fee due per day of delay provided that in the event the delay is not more than 30 (thirty) days from the Due date.
5. The O&M contract stands terminated in case the O&M Operator fails to pay the monthly license fee within 30 (thirty) days from the due date in three consecutive months in any year during the contract period. In such an event, Authority shall forfeit and appropriate the Performance Security, as compensation and damages payable to Authority.
- 4.4.2 The Contract permits the O&M Operator to start Operation and Maintenance as per Schedule 3 from the **Effective Date**.
- 4.4.3 Apart from all such Annual License Fee the O&M Operator undertakes to pay all such taxes, fees, duties, charges including Luxury Tax, Central Tax, GST, all other local and statutory taxes being currently levied or would be levied by Statutory Authorities of whatsoever nature in future in respect of the Project Premises.
- 4.4.4 The O&M Operator undertakes to pay all the electricity charges, water charges and other such charges which shall be payable by the O&M Operator directly to the concerned agencies. In event of any default being committed by O&M Operator in making such payment of any such taxes, fee or charges and the Authority being forced to make such payment, in that case such payments to Authority along with penal Compound Interest @12% per annum will be appropriated from the Performance security and the O&M operator shall replenish the same amount which will be deducted from performance security within a month to original level the Performance security and in case of appropriation of the entire Performance

Security provide a fresh Performance Security, as the case may be, and the O & M Operator shall, within 30 days, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement.

4.4.5 The O&M Operator shall make all payment in Indian Currency by Demand Draft and any other electronic mode of transfer such as NEFT, RTGS, Account Payment in favour of "Nagar Nigam Gorakhpur, payable at Gorakhpur .

4.5 User Charges

4.5.1 Setting up and collect user charges only for those activities which are permitted activities as per Schedule 3 and Schedule 5 or any changes in the Schedule as approved by the Authority from time to time.

4.6 Rights and Obligations of the Authority

The Authority rights and obligation under the agreement shall be as stated below:

4.6.1 The O&M Operator is solely responsible to procure all such permissions which may include but not be limited to statutory licenses of local bodies, health authorities, police, food & drug administration, environment & pollution control etc. If require Authority shall provide its No Objection Certificate for procuring and maintaining such permissions only on Demand or written permission being sought by O&M Operator from the Authority.

4.6.2 The Authority undertakes to issue such No Objection Certificate on request of O&M Operator if required as per the law to get any permission/approval.

4.6.3 The Authority may deny or withdraw such No Objection Certificate if the O&M Operator fails to honour its part of obligation under the O&M Agreement.

4.6.4 The Authority shall hand over the entire Project Premises on "as is where is" basis to the O&M Operator on the day of signing the Agreement.

4.7 Rights and Obligations of the O&M Operator

4.7.1 The O&M Operator shall at all times be obligated to maintain the Project Premises in good operational condition and be required to provide services of excellent quality at par with industry standards. The O&M Operator shall at all times ensure that the project assets are operated, maintained and managed in accordance with the Operation and Maintenance Schedule provided in Schedule 6 Minimum Operations & Maintenance Standards.

4.7.2 The minimum Operation & Maintenance standards are given in Schedule 6. The O&M Operator shall prepare a detailed Operation and Management Plan. The plan shall include the vehicle parking management plan, maintenance staffing and administration, dispatch procedures, preventive maintenance techniques and schedules, final maintenance equipment list and other details as may be appropriate. The O&M Operator will submit every month the maintenance reports to the Authority as and when required by authority.

4.7.3 The O&M Operator shall take approval from the Authority to start any other activity which is not listed in Schedule3.

4.7.4 The O&M Operator shall not construct any structure on the Project premises.

4.7.5 The O&M Operator will not alter or harm any existing structure and equipment in list Project Premises. The indicative list of equipment and internal assets is given in Schedule 4. However before signing of the license Agreement, the Project Premises shall be jointly surveyed by Authority representatives and O&M Operator for arriving at actual project assets, prior to giving right of access to the O&M Operator at the Project Premises.

(a) On completion of the joint measurement of the Project Premises in terms of Clause mentioned above and after joint verification of Site Inventory and other immovable assets on the subject site, Authority shall provide the right of access to the Operator on "as is where is basis". The right of access to the Operator shall be provided by the Effective Date. Notwithstanding such right of access being provided at a later date, the Operator shall not have any claim whatsoever against Authority with respect to the condition of the Project Premises or any change in the condition of the Project Premises from the Effective Date itself.

4.8 Employment of personnel

4.8.1 Employment of the personnel in the project is as per the applicable Laws and Rules.

4.9 Indemnity

4.9.1 The O&M Operator hereby unequivocally and unconditionally undertakes to do the following acts,

(a) The O&M Operator shall keep the Authority indemnified against any losses, damages, cost or risk both pecuniary and non-pecuniary arising out of the said acts stated below which the O&M Operator undertakes to keep the Authority Indemnified against any claims arising due to the same including but not limited to PF, Bonus, Workmen Compensation, ESI, C.L (R&A) Act, Migrant Labour Act, Essential Commodities Act, Food Adulteration Act and/or such other Act or Laws, regulations passed by Central, State, Municipal and Local Government Agency or any similar claims of similar nature.

4.9.2 The O&M Operator undertakes to comply with all the applicable Law, Rules and regulations in respect to deployment of human resource, all required approvals with respect to project and shall be solely responsible to comply with the same. The O&M Operator shall not make any claim whatsoever against the Authority. The O&M Operator undertakes to keep the Authority indemnified against all or any personal and third party claims whatsoever arising out of any act, of omission or commission on part of any of the employees of the O&M Operator whether committed, omitted or arising within or with out the scope of license Agreement.

4.9.3 The O&M Operator undertakes to keep the Authority indemnified and harmless against any claims, damages arising due to any damage to property, human life in case of safety mechanism relating to events and any other linked activity is not followed. However, to avert any such tragedy or catering to such emergency situations the O&M Operator shall always keep a proper medical kit to provide first aid and mechanism to rush the injured person to the nearest hospital at the earliest.

4.9.4 The Authority shall in no way be liable to pay any dues or claims payable in this behalf to the said employees. The said employees shall have no claim of employment in the Organization of the Authority while delivering and handing over the Project to the Authority, expiry of this agreement or on its earlier termination, the O&M Operator shall indemnify and keep indemnified and keep harmless the Authority against all costs, charges and expenses of whatsoever nature which may be incurred by the Authority in this behalf.

4.9.5 The O&M Operator shall keep the Authority indemnified against any claim, damage arising due to negligence or breach of statutory condition by O&M Operator.

4.10 Other Mandatory Requirements/ O&M obligations for Operationalization of Project

4.10.1 The O&M Operator undertakes to adhere to the O&M Requirement as per Schedule 3 during the entire O&M Period including renewal, if any.

4.11 Insurance

The O&M Operator shall, at its cost and expense, purchase and maintain during the Operations Phase insurance to cover against:

- (a) Loss, damage or destruction of the Project Premises including project facilities and services, at replacement value;
- (b) The O&M Operator’s general liability arising out of the O&M Contract;
- (c) Liability to third parties; and

4.11.1 Insurance Companies

The O&M Operator shall insure all insurable assets lying and being at comprised in the project site, Authority’s equipment’s and/or the project facilities and services through, Indian insurance companies and if so permitted by GoI, through foreign insurance companies, to the extent that insurances can be effected with them.

4.11.2 Evidence of Insurance Cover

The O&M Operator shall, from time to time, provide to the Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the O&M Operator in accordance with this Agreement.

4.11.3 Application of Insurance Proceeds

Subject to the provisions of the Financing Documents, all monies received under insurance policies shall be promptly applied by the O&M Operator towards repair or renovation or restoration or substitution of the Project Facilities and Services or any part thereof which may have been damaged or destroyed. The O&M Operator may designate the Authority as the loss payees under the insurance policies/assign the insurance policies in their favour as security for the Financial Assistance. The O&M Operator shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the Project Facilities and Services or any part thereof, shall, after such repair or renovation or restoration or substitution be, as far as possible, in the same condition as they were before such damage or destruction, normal wear and tear excepted.

4.11.4 Validity of the Insurance Cover

The O&M Operator shall pay the premium payable on such insurance policy (ies) so as to keep the policy(ies) in force and valid throughout the O&M Period and furnish copies of the same to the Authority. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 Days' clear notice of cancellation is provided to Authority in writing. If at any time the O&M Operator fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, the Authority may at its option purchase and maintain such insurance, and all sums incurred by the Authority therefore shall be reimbursed by the O&M Operator forth with on demand, failing which the same shall be recovered by the Authority by exercising right of set off or otherwise.

4.12 Advertisement

4.12.1 The O&M Operator shall be allowed to use the project premises or any part thereof for branding in any manner for advertise, display or reflect any brand or name of any entity of advertisement space as detailed below,

- a. Lobby Area: Space measuring 4.5 Mx2.5M on the lift side wall in each floor available.
- b. Inside parking space: Space measuring 6.0M x 2.8M in left side and right side available in each floor. Front side of driver room space measuring 4.9M x 2.8M and 3.9M x 2.8M can be used for advertisement
- c. On the external surface wall of MLCP 10.0M x 9.0M space on 1st floor and 2nd floor on both sides.
- d. External wall of pump house adjacent to MLCP can accommodate advertisement in space 5.3 M x 3.5 M in different faces.
- e. Inner boundary wall has space for advertisement 3.0 M x 2.0 M in each segment and total 10 segments are available.

4.12.2 The O&M Operator shall take prior approval on the advertisement contents / materials from the Municipal Commissioner Nagar Nigam Gorakhpur before its display.

4.12.3 Other mode of Advertisement such as window advertisement, direction boards etc. to be done as per the Guideline and prior approval of Municipal Commissioner Gorakhpur.

Article5 Monitoring of Project

- 5.1.1 The designated Authority officer may undertake surprise visits to the allocated locations time to time and prepare a report of compliance of mandatory O&M requirements largely as per the format in Schedule3.
- 5.1.2 If the O&M Operator is found to be in violation of any of the Mandatory Operational Requirements as mentioned in the O&M Agreement, then Authority will issue a notice of non-compliance to O&M Operator. The notice will provide a cure period of 30 (Thirty) days from the date of issue of said notice of non-compliance to the O&M Operator.
- 5.1.3 If the O&M Operator is non-compliant after the end of the said cure period, then Authority can issue a termination notice as per Clause6.1.1.
- 5.1.4 Authority can deduct a penalty of 0.1% of the Performance Security per day subject to maximum up to 30 (Thirty) days. The O&M contract stands terminated if the O&M Operator fails to pay the monthly license Fee for maximum of 60 (sixty)days.
- 5.1.5 The O&M Operator shall replenish in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the O&M Operator shall, within 30 days, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement.

Article 6 : Termination and Consequences

6.1 Termination

6.1.1 The Authority may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (l) of the section below. In such an occurrence, Authority shall give 30 (thirty) days written notice of termination to the O&M Operator.

- (a) On breach of any conditions given in the RFP;
- (b) On completion of the O&M period it will be considered as Termination.
- (c) If the O&M Operator does not remedy a failure in the performance of their obligations under the Contract, within thirty 30(thirty) days after being notified or within any further period as Authority may have subsequently approved in writing;
- (d) If the O&M Operator becomes insolvent or goes into liquidation, or receivership whether compulsory or voluntary;
- (e) If the O&M Operator, in the judgment of Municipal Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- (f) If, as the result of Force Majeure, the O&M Operator is non-compliance of O&M Obligations for a Cure period of not less than 30 (thirty) days;
- (g) If the O&M Operator submits to Authority a false statement which has a material effect on the rights, obligations or interests of Authority;
- (h) If the O&M Operator places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to Authority;
- (i) If the O&M Operator fails to provide the quality services as in this Contract, Authority may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing;
- (j) If any complaint is received regarding delay in submission of EPF or ESI or any other statutory dues to be paid by the O&M Operator;
- (k) If the O&M Operator fails to pay any of the installment of the monthly Fee for a period of maximum up to 60 (sixty) days.
- (l) If the O&M Operator violates any norms or if it commits any particular/ similar Fault for four times, in the Project Facility, within one year of the occurrence after the first event. as mentioned in the Penalties to be charged from O&M Operator table of Schedule 3A.
- (m) The O&M contract stands terminated in case the O&M Operator fails to pay the monthly license fee within 30 (thirty) days from the due date in three consecutive months in any year during the contract period.

6.1.2 Termination by Mutual Agreement between the Parties.

If the parties consider that, due to existing circumstances, the achievement of the objectives of the contract is no longer possible at all or not to the satisfactory degree, the parties may decide at any moment to terminate the contract on a date mutually agreed upon.

6.1.3 The decision of termination shall be signed by the Authority's Representatives of both Parties and shall be without prejudice to any other rights of the parties under the contract.

6.2 Suspension of Contract

6.2.1 If required by circumstance or on instruction of Authority in writing, the contract may be suspended in whole or in part for a limited period of time and resumed as soon as practicable and decided by parties.

6.2.2 In case of occurrence of an event of Force Majeure the performance of services may be suspended for the time as mutually agreed upon by both the parties.

6.2.3 In case of suspension of the contract, the performance period shall be extended for a period equal to the time during which the performance of the services has been suspended and the O&M Operator is bound to pay the Annual Fee in case the Authority permits the O&M Operator to continue the service after the period of Suspension.

6.3 Transfer of the Project

6.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Site.

6.3.2 The transfer of the Project site and equipment's installed in it as per 9.11.1 Schedule 4 will be handed over to the Authority by O&M Operator in Good and running condition.

6.3.3 The Parties shall provide to each other, 6 (six) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the Project following the Transfer Date. The O&M Operator shall further provide such reasonable advice and assistance as the Authority, its O&M Operator or agent may reasonably require for operation of the Project until the expiry of 6 (six) months after the Transfer Date.

Not earlier than 6 (six) months prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Authority shall verify, after giving due notice to the O&M Operator of the time, date and venue of such verification, compliance by the O&M Operator with the Maintenance Requirements, and if required, cause appropriate tests to be carried out at the O&M Operators cost for this purpose. Defaults, if any, in the Maintenance Requirements shall be cured by the O&M Operator at its cost.

Article 7 : Dispute Resolution

7.1 Amicable Resolution

- 7.1.1 Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in Clause 7.2.1 below;
- 7.1.2 Either Party may require such Dispute to be referred to the Municipal Commissioner Gorakhpur for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any case within 30 (Thirty) days of such reference to discuss and attempt to amicably resolve the Dispute, as evidenced by the signing of written terms of settlement within 30 (Thirty) days of such meeting or such longer period as may be mutually agreed by the Parties. If the Dispute is not amicably settled within 30 (Thirty) days (or such longer mutually agreed period) of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 7.2 below.

7.2 Arbitration

7.2.1 Procedure

The Arbitration shall be governed by the provisions of the (Indian) Arbitration and Conciliation Act, 1996.

7.2.2 Place of Arbitration

The place of arbitration shall be Gorakhpur only and the jurisdiction of the Courts of Gorakhpur shall prevail.

7.2.3 English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and Hindi, if oral hearings take place, Hindi shall be the language to be used in the hearings.

7.2.4 Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration and Conciliation Act 1956 subject to the rights of the aggrieved parties to secure relief from any higher forum.

7.2.5 Performance during Arbitration

Pending the submission of and / or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

7.2.6 Fees and Expense

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and aid by respective Parties subject to determination by the arbitrators.

7.3 Jurisdiction and Governing Law

The Parties further agree that the terms and provisions of this Agreement will be governed by and construed in accordance with the laws of the Republic of India and in case of dispute the courts of Gorakhpur shall have exclusive jurisdiction.

Article 8 : Accounts & Audits

- 8.1 The Operator agrees and undertakes that during the subsistence of this O&M Agreement, it shall maintain books of account recording all receipts including those on account of this project revenue, income receipt, payments, assets and liabilities in accordance with Good Industry Practice and Applicable Laws. The said account shall, inter-alia, clearly reflect:
- ☐ Account of receipts and receivables;
 - ☐ Obligations towards contractors, Sub-Contractors, suppliers and all payments made;
 - ☐ Application of debt (if any) and application of equity fund.
- 8.2 Municipal Commissioner Nagar Nigam Gorakhpur shall have the right to inspect the records of the Operator during office hours and require copies of relevant extracts of books of account, duly certified by auditors, and to be provided to Authority
- 8.3 The Operator also agrees and undertakes that it shall within 30 (thirty) days of the closure of each quarter of a Financial Year/Accounting Year, furnish to Authority its audited financial results in respect of the preceding quarter.
- 8.4 It is expressly agreed between the Parties hereto that for the purposes of this Article 8, if desired by Authority, it may appoint an independent auditor (herein the "Independent Auditor") at its own cost, and the Operator shall render all necessary assistance for the audit.

Article9 : Miscellaneous Provisions**9.1 BINDING PROVISION**

9.1.1 Parties shall be bound by and comply with the terms and conditions of this Agreement. The Parties undertake with each other to exercise their powers in relation to this Agreement and in a manner consistent with this Agreement.

9.2 ASSIGNMENT

9.2.1 Except as provided in this Agreement, this Agreement shall be binding on and shall inure for the benefit of each Party's successors. Either Party may assign its rights under this Agreement, in favour of any Affiliate.

9.3 NOPARTNERSHIP

9.3.1 Nothing contained in this Agreement shall be construed to create a partnership or any other fiduciary relationship between the Parties unless otherwise specifically provided herein.

9.4 ENTIRE AGREEMENT

9.4.1 This Agreement sets forth the entire agreement and understanding between the Parties.

9.5 WAIVER

9.5.1 A Party's failure to insist on strict performance of any provision of this Agreement shall not be deemed to be a waiver thereof or of any right or remedy for breach of a like or different nature. Subject, as aforesaid, no waiver shall be effective unless specifically made in writing and signed by a duly authorized officer of the Party granting such waiver.

9.6 NOTICES

9.6.1 All notices or other communications to be given under this Agreement to any Party shall be made in writing and sent by letter or facsimile transmission or e-mail (unless as otherwise stated herein) and shall be deemed to be duly given or made when delivered (in the case of personal delivery), when dispatched (in the case of facsimile transmission, provided that the sender has received a receipt indicating proper transmission) or five (5) calendar days after being dispatched by courier or ten(10) calendar days after being deposited in the post, postage prepaid, by the quickest mail available and by registered mail if available (in the case of a letter) to such Party at its address or facsimile number as such Party may hereafter specify for such purpose to the others by notice in writing.

In the case of notice given to:

(a) Authority

Municipal Commissioner Gorakhpur

(b) O&M Operator

9.7 PRIVACY OF CONTRACT

9.7.1 Only authority may enforce terms of this Agreement.

9.8 SEVERABILITY

9.8.1 A provision contained in this Agreement is enforceable independently of each of the others and its validity will not in any way be affected by the invalidity or unenforceability of any other provision hereof.

9.9 REMEDIES

9.9.1 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at Law and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law. The election of any one or more of such remedies by a Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

9.10 CAPTIONS

9.10.1 The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provision hereof and pursuant to the rules of construction, each section shall be known by its plain meaning.

9.11 GENERAL

9.11.1 This Agreement shall govern all conceivable aspects of the transaction contemplated herein. The O&M Operator and the Authority agree to execute any addendum to this Agreement or in any other manner, manifest their intention for the purposes of enabling the Parties to overcome the difficulties of compliance on any aspect touching upon or incidental to or arising out of the consequence of effecting this Agreement and without limitation include compliance under any Law as applicable. Any disputes arising between the Parties with respect to the aforesaid agreed arrangements shall be resolved in accordance with this Agreement and applicable Law hereof.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE LAST DATE WRITTEN HEREIN BELOW ON WHICH EITHER PARTY HAS EXECUTED THIS AGREEMENT.

| | |
|----------------------------|------------------------|
| For, _____ (First Part) | _____ (Second Part) |
| Date: | Date: |
| Name: _____ | Name: _____ |
| Designation: _____ | Designation: _____ |
| Seal: | Seal: |
| In presence of: | |
| 1. Signature | 1. Signature |
| Name: | Name: |

T15

Schedule 1 - Letter of Award (LOA) to the O&M Operator

To,

Sub: Letter of Award (LOA) for award of Operation and Management of Multi Level Parking at Ghantaghar, Gorakhpur, U.P.

Ref:Tender No. _____ Dated _____

1. With reference to above captioned subject your tender has been accepted by Authority for Operation and Management of the "Gantaghar Gorakhpur MLCP. The rate quoted by you for Annual License Fee is **Rs. + GST(_____ -only)**
2. That as per the tender condition of tender documents the successful O&M operator shall deposit 1st installment of the 12 (twelve) equal monthly installments of the quoted Annual License Fee within 7 days of the next subsequent month from the effective date which is **Rs. /-(Rupees only)**
3. That as per the condition of the tender documents you shall be required to execute O&M Agreement within 7 days from the issue of the LOA as mentioned in point 8. of the RFP. Failing to which LOA shall be annulled and Bid Security shall be forfeited.
4. Therefore, you are required to deposit Bank guarantee towards Performance security which is equal to **Rs. /-(Rupees only)** as per the provisions mentioned in Clause 3.2E.
5. As a token of acceptance, you are required to return a signed copy of this LOA to Authority within 3 days of the date of issue of LOA.

Accepted by:

Schedule 2 Format of Performance Security

(BANK GUARANTEE)²

PERFORMANCE BANK GUARANTEE OF O&M Contract

(On requisite Stamp Paper)

B.G.No.

Dated:

1. In consideration of you, _____ (insert name of authority with address)
 (herein after referred to as the "", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of..... and having its office at__and acting on behalf of the Bidder (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), "OPERATION AND MANAGEMENT OF MULTI LEVEL CAR PARKING AT GHANTAGHAR BANDHU SINGH PARK GORAKHPUR,U.P.(hereinafter referred to as "the Project") pursuant to the Bid Document no..... Dated issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the Bidding Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith toinsert name of authority) an amount of Rs..... /- (Indian Rupees only)

² To be issued by a Scheduled Nationalized Bank in India

as Performance Security (hereinafter referred to as the "Performance Security") as our primary obligation without any demur, reservation, recourse, contestor protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by Municipal Commissioner Nagar Nigam Gorakhpur stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of Municipal Commissioner Nagar Nigam Gorakhpur is disputed by the Bidder or not merely on the first demand from Municipal Commissioner Nagar Nigam Gorakhpur stating that the amount claimed is due to _____(insert name of authority) by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding documents including failure of the said Bid to keep its Bid open during the Bid validity period as set forth in the said Bidding documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR. _____(Rupees ----- only).
4. This Guarantee shall be irrevocable and remain in full force through the commencement of operations as mentioned under O&M contract viz. 6 (Six) months beyond the validity of contract or for such extended period as may be mutually agreed between Nagar Nigam Gorakhpur Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till the subjected work under this Guarantee have been completed (as mentioned in the RFP document). We, the Bank, further agree that Municipal Commissioner Nagar Nigam Gorakhpur shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding documents, and the decision of Municipal Commissioner Nagar Nigam Gorakhpur that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between Municipal Commissioner Nagar Nigam Gorakhpur and the Bidder
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bid or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

6. In order to give full effect to this Guarantee, Municipal Commissioner Nagar Nigam Gorakhpur shall be entitled to treat the Bank as the principal debtor. Municipal Commissioner Nagar Nigam Gorakhpur shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding documents or to extend time for submission of the Bid or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding documents or the securities available to Municipal Commissioner Gorakhpur, and the Bank shall not be released from its liability under these presents by any exercise by Municipal Commissioner Nagar Nigam Gorakhpur of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of Municipal Commissioner Nagar Nigam Gorakhpur or any indulgence by Municipal Commissioner Nagar Nigam Gorakhpur to the said Bidder or by any change in the constitution of Municipal Commissioner or its absorption, merger or amalgamation with any other body or any other matter or thing what so ever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for Municipal Commissioner Nagar Nigam Gorakhpur to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which Municipal Commissioner Nagar Nigam Gorakhpur may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank here under, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of Municipal Commissioner Nagar Nigam Gorakhpur in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

12. The Bank Guarantee number....., dated shall be operative at Gorakhpur and if invoked, been cashable at (name of bank and its branch in Gorakhpur and branch code).

Signed and delivered by

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

(Signature of the Authorized Signatory)

(Official Seal)

Schedule 3 O&M Obligations

The O&M Operator shall undertake the operation and management of multi-level car parking at Bandhu Singh Park; its premises as mentioned below.

a. **Boundary of the Project Premises to be handed over to the O&M Operator for Operation and Management**

i. **Details of the Project**

Table: 1

| S. No | Floors | Area (In Sq. Meter approx.) |
|-------|-------------------------|-----------------------------|
| 1 | Basemnt | 1539.00 Sq. Meter |
| 2 | Second Floor | |
| 3 | Roof fo Second Floor | 1539.00 Sq. Meter |
| 4 | Space for advertisement | |

Note: The Project Area is tentative and can vary at- the time of actual measurement; bidder has to verify the area and existing infrastructure prior to submission of its Bid.

A. Minimum Operation and Management Obligation

The operation and maintenance have been made in away to ensure smooth and safe operation of the Bandhu singh park MLCP and its premises as per the provision of O&M Agreement.

- i. The O&M Operator shall have to pay all the utility charges such as but not limited to electricity charges, water charges and other applicable charges during the entire O&M period.
- ii. The O&M Operator shall be responsible to follow all the terms and condition of O&M contract with respect to operation and maintenance of project. This shall include but not limited to:
 - ▣ Management of the Vehicle parking inside the MLCP.
 - ▣ Operations and Management of MLCP as per the permitted activity as mentioned in point (B) below and its maintenance along with Toilets, ground floor porch area, first floor open sitting area.
 - ▣ Ensure safety and security of MLCP as per good industry practice.
 - ▣ Cleaning of allotted space and management of solid waste generated due to operation including collection, transportation and scientific disposal at its own cost.
 - ▣ Cleaning of ground floor & first floor toilets. Deployment of staff and its management as per the provision of O&M contract and prevailing laws of State Government.
 - ▣ Abide by all Laws/Statutes in connection with this project including Insurance.
 - ▣ O&M Operator has to ensure no activities (other than approved and permitted by Municipal Commissioner Nagar Nigam Gorakhpur) takes place which can create noise.
 - ▣ Ensuring that the premise is maintained as per prevailing Acts, rule and regulations related to storage, transport and use of dangerous and explosive material within the project are a with the exception of LPG cylinder to be used exclusively for cooking.
 - ▣ Opening Hours -As per the permission from Authority.
 - ▣ O&M operator has to provide RO facility in ground floor porch area of MLCP mandatorily.

iii. **Employment of personnel**

☐ The O&M operator agrees to employ their own trained employees to run the above said activities and shall be liable to pay the salaries, leave, wages, and all other required benefits and legal dues payable to them. The O&M operator shall also comply with

Each and every provisions of law applicable to its employees, including obtaining of licenses under the provisions of Contract Labour (Regulations Abolition) Act, 1970 and rules made there under, Payment of minimum rates of wages, benefits under Employees State Insurance Scheme, Workmen's Compensation Act, and similar labour legislation inforce from time to time. The O&M operator shall engage fully trained and adequately experienced staff, who are medically fit and free from any serious diseases. The O&M operator shall get the medical examination of his employee once every 6 months and submit the said test report to License or from authorized local body or from body as may be directed by the Licensor.

☐ The O&M operator under takes and acknowledges that the Municipal Commissioner Nagar Nigam Gorakhpur shall have full rights to Test, Interview, otherwise assess or determine the quality of O&M operator employees/workers deputed in its premises. Municipal Commissioner, Nagar Nigam, Gorakhpur can direct the O&M operator and the O&M operator shall be bound to replace any workmen/employee, if the said workmen/worker is found to be unfit for designated duty.

iv. Municipal Commissioner Nagar Nigam Gorakhpur will have full access and authority to the site at convenient time and to review the relevant books and papers.

v. **Cleaning and Solid Waste Management**

- ☐ Cleaning roaster shall be maintained by operator and provided to the authority when ever asked for.
- ☐ Operator shall ensure that the Project Facility areas are clean
- ☐ Operator shall arrange for dustbins in Project Facility are as to minimize littering from Users of the Project
- ☐ There should be regular sweeping of the Project Facility are as multiple times in a day to ensure cleanliness

- ☐ While cleaning the Project Facility, Operator shall make sure that the dumps hall not be thrown in rest of the areas of MLCP, except any are a which is designated by the Municipal Commissioner Nagar Nigam Gorakhpur for such purpose.
- ☐ Operator shall follow adequate waste management and disposal methods for waste generated from Project
- ☐ Transportation of waste should be done regularly to ensure that the containers/trolleys and dustbin sites are cleared before they start over flowing.
- ☐ No. of dustbin sand specifications of the dustbins is provided as per Swachh Bharat mission municipal Solid Waste Management manual.
- ☐ The dustbins shall be cleaned time to time and the waste should not spill out from dustbin.
- ☐ The area around the dustbins should be kept clean at all times.

vi. Facility operations

Operator shall follow the following timetable for routine cleaning of the Project Facility:

- ☐ **Daily Tasks:** Clean, sweep and wash floors, dust, clean (open) drains, empty dustbins
- ☐ **Weekly Tasks:** Clear cobwebs, clean doors and windows, walls,
- ☐ **Monthly Tasks:** Repairs, fumigation, water tanks.
- ☐ **Annual Tasks:** Pest eradication, contract renewals, clean air-conditioning system

vii. Toilets

- ☐ Public toilets should be separated by sex into male and female facilities.
- ☐ Public toilets shall contain several of the following fixtures like, Air fresheners or. odor control systems, Hand wash faucets/taps, Mirrors over sinks, Paper towels, Coat Hooks.

viii. O&M Operator is solely responsible for any damage caused to the property/any other public infrastructure during the contract period.

- ix. O&M operator shall provide the required firefighting equipment conforming to relevant standards and the applicable rules and regulations
- x. O&M Operator has to ensure that water supply, drainage, electricity services to the project facility be fully operational during the O&M period.
- xi. O&M Operator has to ensure that project site remains free from all encroachments, and take necessary step store move them.
- xii. O&M Operator has to ensure that project site and facilities created are not defaced by any kind of writings/posters.
- xiii. O&M Operator has to abide by Force majeure and termination related provisions as per Article-1 (Definition & Interpretation).
- xiv. The O&M Operator is also responsible for repair and replacement of damaged tiles.

Penalties to be charged from O&M Operator in case of violating the following

Norms: Table: 2

| Activities | Penalty for each occurring |
|---|----------------------------|
| In case of Solid waste Dumping within the premises of MLCP | Rs.10,000 |
| In case of not maintaining Toilets clean | Rs 10,000 |
| In case of un cleaned Common Area, Porch etc. | Rs 5,000 |
| In case of Spilling of Dustbins | Rs.5,000 |
| Incase of non-provision of Air fresheners or odor control systems, Hand ash faucets/taps, Mirrors over sinks, Paper towels, Coat Hooks. | Rs 1000/day |

The O&M Operator may be terminated if it violates any norms as per clause 6.1.1 of this Agreement

Note- The specification given above are as per industry practices.

b. Activities not permitted in any case in the Project Premises

The O&M Operator shall not undertake following activities on the Project Site:

1. Sale of Tobacco and Alcoholic products are strictly prohibited in the project premises.
 2. Trading of raw meat/fish is strictly prohibited in the project premise.
 3. Motor Garage or any form of Automobile repairing centre is not allowed in project premise.
 4. Any activities resulting into pollution to groundwater
 5. Any activities creating breach of urban design guidelines of Gorakhpur
 6. Any Activities of hazardous nature to environment and the society
 7. Activities resulting air and noise pollution
 8. Any other Unlawful activities
 9. Activities involving pets and animals
 10. The above prohibited activities are not exhaustive and can include any act or omission which is violation and against this Agreement.
-

Schedule 4 - Existing Infrastructure

INDICATIVE LIST ONLY

01. Electrical fittings & installation: Fans (Ceiling, Exhaust & Regulators etc), Lights (LED, CFL, Decorative. Lanterns & other types), Lightening Arresters, MCBs Panels and Signages etc.
02. Firefighting Equipments: Drums, Hooter, Hoses, Pressure Gauge, Sprinklers and Valves.
03. Sanitary Fittings: Basins, Bottle traps, Cocks, Mirrors, Pans with cistern, Soap Dispensers, Toilet paper holders and Towel rings etc.
04. Transformer: Plinth mounted 181 KW GPS load at 11 KV supply with HT single point meter.

However final list will be prepared after joint inspection as per Clause 4.7.5

Schedule 5 O&M plan / Waste Disposal plan

To be provided by the O&M Operator post awarding of LOA by Authority and to be approved by Authority, refer Clause 3.1.2

Schedule 6 Minimum Operations & Maintenance Standards

Civil Works

Building Exterior and Interior

- ▣ Exterior or facade of buildings, including common facility shall be inspected and cleaned on a regular basis.
- ▣ Common areas within building like floors, lobbies, corridors, staircases, sitting chairs, washrooms and such areas etc. must be cleaned regularly to ensure cleanliness and hygiene, once a day.
- ▣ Relevant external and entire internal areas within Facility Plaza, shall be repainted and refurbished before handover of the project after the completion of O&M Period.

Services

Electrical

- ▣ Operate and maintain the entire Electrical System as installed from the point of receipt of power supply as per the operation and maintenance manuals and specifications of the manufacturers and/or the original installation contractors.
 - ▣ Ensure that all electric rooms, electrical equipments in public areas are locked at all times and limited access is provided to authorized personnel only
 - ▣ Ensure all cable and wire connections are insulated, clean and firm/intact.
 - ▣ Ensure contacts in all breakers are clean and mechanical operation is smooth and firm.
 - ▣ Check all meters periodically to ensure they are functioning and show correct readings.
 - ▣ Ensure all light fittings including lamps are in proper working condition at all times vis-à-vis intensity (Lux) and spread. Further, replacements of lamps and allied fixtures in common areas are carried out promptly. Defective lamps and fixtures shall be replaced if necessary, by the Operator.
 - ▣ During night time common areas should be sufficiently illuminated to ensure visibility and safety of users.
 - ▣ Maintain the earthing system to ensure earth continuity at all points in the electrical system up to the main distribution board in each module and also maintain all earthing pits.
 - ▣ To prevent overloading of electrical installations and to monitor by regular inspections.
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Water Supply and Sanitation

To ensure steady water supply for 24-hours.

- ☐ To ensure all water supply pumps, pressure vessels and related components are maintained as specified in manuals furnished by manufacturers/original installation contractors.
- ☐ To ensure all water valves and conveyance network(pipes) operate smoothly and there are no leaks/blocks anywhere in the system.
- ☐ To ensure the potable water supply at par with WHO standards. To take samples and have water tests carried out on a regular basis at recognized labs.
- ☐ All chambers, manholes and sewer lines should have proper disposal of sludge. Regular cleaning and de-silting should be done to ensure clear passage of sewage. In case of any choking, it shall be attended promptly.
- ☐ All toilet and bathrooms fittings should be cleaned and maintained daily to ensure hygienic condition. It should also be ensured that all these fittings function properly and in case of any malfunctioning should be replaced immediately.
- ☐ To prevent any refuse or solid waste from being deposited on or in the premises (other than at the refuse collection points/bins provided for such purpose) and to arrange for its disposal daily to secondary collection centers or designated disposal site/ authorized RMC/RSCL dustbins.

Miscellaneous

- ☐ To maintain security of the Project premises so as to ensure safety of visitors and their belongings.
- ☐ Rodents/Pest control and periodic disinfections by usage of chemicals for all areas to maintain hygiene and prevent, contain or spread of diseases. Special care should be taken during rainy/monsoon or any other season when the incidences of epidemics are more.
- ☐ To deal fairly, impartially and courteously with all complaints and enquiries
- ☐ Maintenance, upkeep and replacement of all sign ages in common areas so as to ensure its clear visibility and efficacy.
- ☐ Adequate provision and maintenance of emergency services, which should be immediately revoked during happening of any accident or mishap.
- ☐ To manage parking of vehicles and their safety.
- ☐ To provide Office Support Staff for day-to-day operation.
- ☐ To provide up-to-date Facility Management records including all documents and maintenance records to the Nodal Officer/designated Engineer in Charge on a daily basis.

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- ☐ To ensure general cleanliness and hygiene in the overall environment