



Request for Proposal For

Selection of Concessionaire for Operation & Maintenance of Baija Taal & Baradari Amphitheater, Gwalior

Ref Number: GSCDCL/0067/2018

Date: 12th Sept 2018

Gwalior Smart City Development Corporation Limited

Nagar Nigam Office, City Centre, GWALIOR, Madhya Pradesh, 474003

Ph. No.: 0751 2438386; E-mail: gscdcltender@gmail.com

Website: www.smartcitygwalior.org



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NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

RFP No. GSCDCL/0067/2018

Date: 12/09/18

Gwalior Smart City Development Corporation Limited ("GSCDCL") invites online bids from eligible Bidders through www.mpeproc.gov.in for "Request for Proposal for Selection of Concessionaire for Operation and Maintenance of Baija Taal & Baradari Amphitheater, Gwalior".

The details are as under.

| INFORMATION SHEET | | |
|-------------------|---|--|
| Sr. No. | Event's Name | Information |
| 1. | RFP document Fee | Rs 5000 (Rupees Five Thousand only) to be paid only through Online e-Tendering Gateway |
| 2. | Earnest Money Deposit (EMD) | Rs.50,000/- (Rupees Fifty Thousand only) |
| 3. | Last date for sending pre-bid queries | 17/09/2018, 2018 till 17:00 hrs. at gscdcltender@gmail.com |
| 4. | Last date for Online Purchase of RFP Document | 28/09/2018 till 17:30 hrs. |
| 5. | Last date of Online Submission of Bids | 29/09/2018 till 17:30 hrs. |
| 6. | Date and Time for Opening of Pre-Qualification and Technical Proposal | 01/10/2018 at 16:00 hrs. |
| 7. | Date and Time for Presentation | To be intimated later |
| 8. | Date and Time for Financial Proposal | Will be intimated to the technically qualified bidders |

1. The Bidders intending to participate in this RFP are mandatorily required to get enrolled/registered on the e-procurement web site i.e. <https://www.mpeproc.gov.in/>.
2. RFP documents are available only online and can be purchased from <https://www.mpeproc.gov.in/> by making online payment as provided in RFP information sheet. The Bidders should submit their bids online. The relevant documents should be uploaded within the timelines in adherence to the RFP information sheet.
3. Conditional proposal will not be accepted and liable to be rejected. GSCDCL reserves the right to accept or reject any or all tender without assigning any reasons thereof.
4. Since the bids are being submitted online, it should be duly signed by the digital signature of the authorized signatory. Hence, the Bidders are advised to obtain the same at the earliest.

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**Executive Director
Gwalior Smart City Development
Corporation Limited**

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Disclaimer

Gwalior Smart City Proposal (**SCP**) was selected to implement the Area Based Development (**ABD**) and pan-city proposals by Government of India under Smart City Mission. Gwalior SCP proposes smart solutions in ABD and cross pan-city providing various smart feature/infrastructure.

To implement Smart City projects in Gwalior, Gwalior Municipal Corporation (**GMC**) and Madhya Pradesh Urban Development Corporation formed an SPV called Gwalior Smart City Development Corporation Ltd. (**GSCDCL**)

GSCDCL has prepared this “**Request for Proposal for Selection of Concessionaire for Operation and Maintenance of Baija Taal & Baradari Amphitheater, Gwalior (RFP)**”. This RFP is a detailed document which specifies terms and conditions on which the Bidders are expected to work. GSCDCL has taken due care in preparation of information contained herein and believes it to be accurate. However, neither GSCDCL or any of its authorities or agencies nor any of their respective officers, employees, agents, or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in connection or arising out of it.

The information provided in this document is to assist the Bidder(s) preparing their proposals. However, this information is not intended to be exhaustive, and interested parties are expected to make their own inquiries to supplement and verify information in this document. The information is provided on the basis that it is non-binding on GSCDCL or any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Each Bidder is advised to consider the RFP as per its understanding and capacity. The Bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP before bidding. The Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters/ sectors appearing in the document or specified work. The Bidders should go through the RFP in detail and bring to notice of GSCDCL any kind of error, misprint, inaccuracy or omission.

GSCDCL reserves the right not to proceed with the Project, to alter the timeline reflected in this document and or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a proposal. No reimbursement of cost of any type will be paid to persons or entities submitting a proposal by under or pursuant under this RFP.

Instructions to Bidders

1. Instruction to Bidders

1.1. General Information and Guidelines

1.1.1. Purpose

Under the Smart City Mission, GSCDCL is developing various public places in the city which will actively engage the citizens and in turn improve the physical and social infrastructure of the city.

1.1.2. Concession Period

This Concession period is being granted for Operation and Maintenance of Baija Taal & Baradari Amphitheater is for a period of 7 (Seven) years (Concession Period) from the date of signing of Agreement which may be extended further by 3 (Three) years based on performance by the concessionaire. The lease/premium amount shall be escalated at the rate of 3% annually for the concession period. The Concessionaire shall be given "First Right of Refusal" after the completion of the concession period i.e. the Concessionaire would be allowed to match the bid of the preferred bidder at that stage subject to Concessionaire's bid is within 10% of the highest bid/price offered and the Concessionaire agrees to match the highest offered bid/price.

1.1.3. Consortium

1. Consortium shall be allowed for the bid.
2. In case the bidder is a consortium, it shall comply with the following additional requirements:
 - a. The bid should contain the information required for each member of Consortium;
 - b. Members of the Consortium shall nominate one member as the lead member, vested with the prime responsibility of developing the Project and holding not less than 51% stake in the Consortium, who shall necessarily meet the financial eligibility criteria of this RFP. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure 1.6 signed by all the members of the Consortium;
 - c. members of the Consortium shall enter into formal understanding vide a Joint Bidding Agreement substantially as per format at Annexure 7. for the purpose of making the Application for the Project
 - d. Clearly outline the proposed roles and responsibilities of each member of the Consortium at each stage of the Bidding Process;
 - e. Commit the minimum equity stake as stipulated herein;
 - f. There shall be no change in the consortium structure after the submission of Bid. If there are any changes in the consortium structure by any Bidder, the Authority reserves the right not to consider the change in the consortium and to reject such a Bid.

1.1.4. Completeness of Bid

The Bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Bid and forfeiture of the earnest money deposit (EMD).

1.1.5. Proposal Preparation Costs

The Bidder shall submit the bid at its own cost and expense. GSCDCL shall not be held responsible for any cost incurred by the Bidder. Submission of a bid does not entitle the Bidder to claim any cost and rights over GSCDCL and GSCDCL shall be at liberty to cancel any or all bids without giving any notice.

All materials submitted by the Bidder shall be the absolute property of GSCDCL and no copyright etc. shall be entertained by GSCDCL.

1.1.6.Pre-bid Meeting and Queries

1. GSCDCL will host a Pre-Bid meeting as per the date mentioned in the RFP information sheet. The representatives, limited to two individuals, of the interested organizations may attend the pre-bid meeting at their own cost. The purpose of the meeting is to provide Bidders with information regarding the RFP. Pre-Bid meeting will also provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project.
2. The Bidder shall e-mail their queries to gscdcltender@gmail.com in the form and manner as prescribed in [Annexure-06](#). The queries submitted through any other mode shall not be accepted. The response to the queries will be published on www.mpeproc.gov.in. No queries will be entertained thereafter. This response of GSCDCL shall become integral part of this RFP document. GSCDCL shall not make any warranty as to the accuracy and completeness of responses.
3. GSCDCL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, GSCDCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring GSCDCL to respond to any question or to provide any clarification.
4. GSCDCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by GSCDCL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by GSCDCL or its employees or representatives shall not in any way or manner be binding on GSCDCL.

1.1.7.Amendment of RFP Document

1. All the amendments made in the document would be published on the e-Tendering Portal (www.mpeproc.gov.in) only and shall form part of this RFP.
2. The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. GSCDCL also reserves the right to amend the dates mentioned in this RFP.

1.1.8.Supplementary Information to the RFP

If GSCDCL deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

1.1.9.GSCDCL's Right to Terminate the Process

GSCDCL may terminate the RFP process at any time and without assigning any reason. GSCDCL reserves the right to amend/ edit/ add/ delete any clause of this RFP Document. This will become part of the RFP and information for the same would be published only on www.mpeproc.gov.in.

1.1.10. Verification of Information

The Bidders are encouraged to obtain for themselves, at their own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract.

1.1.11. Bidding Process

The entire bidding process shall be online (e-Tendering) in three cover system. The Bidders shall have to submit their Bids online as per the RFP on the website www.mpeproc.gov.in.

1.2. Key Requirements of the Bid

1.2.1.RFP Document Fee

RFP can be downloaded from the website www.mpeproc.gov.in. RFP Document Fee of Rs 5,000/- (Rupees Five Thousand Only) shall be paid only through online-Tendering Payment Gateway. The RFP document fee shall be non-refundable. Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

1.2.2.Earnest Money Deposit (EMD)

1. In terms of this RFP, a Bidder is required submit EMD of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of Fixed Deposit Receipt(s) / Bank Guarantee issued by any nationalized/ scheduled commercial bank in favor of “Executive Director, GSCDCL”, payable at Gwalior.
2. The EMD of the Unsuccessful Bidder will be returned within 180 (One Hundred Eighty) days from the last date of Bid Submission. The Bid Security, for the amount mentioned above, of the successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure 5 of the RFP.
3. No interest will be paid by GSCDCL on the EMD amount and EMD will be refunded to the all Bidders (including the successful Bidders) without any accrued interest on it.
4. The Bid submitted without EMD, mentioned above, will be summarily rejected.
5. The EMD may be forfeited:
 - a. If a Bidder withdraws its bid or increases/decreases its quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a successful Bidders, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - c. If during the bid process, a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - d. If, during the bid process, any information is found false/ fraudulent/ *mala fide*, and then GSCDCL shall reject the bid and, if necessary, initiate action.
6. The decision of GSCDCL regarding forfeiture of the EMD shall be final and binding upon Bidders.
7. In case the bidding process is not completed within the period of 180 Days, GSCDCL may request for extending the validity of EMD and accordingly EMD should be extended by the Bidders.

1.3. Bid Submission Instructions

1.3.1.Bid Submission Format

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

1.3.2.Bid Submission Instructions

1. Complete bidding process will be online (e-Tendering) in three covers system. Submission of bids shall be in accordance to the instructions given in the Table below:

| Particulars | Instructions |
|---|--|
| Cover 1 | Proof of submission of RFP Document Fee and Scanned copy of EMD The original hard copy of the EMD should also be submitted as prescribed in RFP information sheet |
| Cover 2: Pre- Qualification Proposal | The Pre-Qualification Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Annexure 1 of the RFP Pre-Qualification Proposal should be submitted only through online bid submission process. |
| Cover 3: Technical Proposal | The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in in Annexure 2 of the RFP Technical Proposal should be submitted only through online bid submission process. |

| Particulars | Instructions |
|---------------------------|--|
| Financial Proposal | <p>The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Annexure 8 of the RFP.</p> <p>Financial Proposal should be submitted through online bid submission process only. The Bidder shall quote in its Financial Bid the Highest upfront premium offered.</p> |

2. The following points shall be kept in mind for submission of bids;
 - a. GSCDCL shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
 - b. The Bidder is expected to price all the items and services sought in the RFP and proposed in its technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the RFP.
 - c. GSCDCL may seek clarifications from the Bidder on the technical proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications.
 - d. Technical Proposal shall not contain any financial information. If any information is found in the Financial Proposal the entire bid shall be treated as disqualified and will be rejected.
 - e. If any Bidder does not qualify the pre-qualification criteria stated in [Section 1.4.5](#) of this RFP, the technical proposals of the Bidder shall not be opened in the e-Tendering system.
 - f. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which GSCDCL reserves the right to reject the proposal.

1.3.3.Late Bid and Bid Validity Period

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e-Tendering system. The bids will be valid till 180 (One hundred eighty) days from the last date of bid submission as mentioned in the Information sheet.

1.3.4.Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the last date of submission of bids and the expiration of the validity period as defined in clause 1.3.3 above. Entire EMD shall be forfeited if any of the Bidders withdraw their bid during the validity period.

1.3.5.Non-conforming Bids

A Bid may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP
- b. If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of GSCDCL.

1.3.6.Language of Bids

The Bids should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the Bidder and submitted with the bid, and English translation shall be validated at GSCDCL's discretion.

1.3.7.Authentication of Bid

- a. Authorized person of the Bidder who signs the bid shall obtain the Power of Attorney from the Bidder, which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.
- b. The Bidder should submit a Power of Attorney as per the format set forth in Annexure 1.6, authorizing the signatory of the Bid.

1.3.8.Acknowledgement of Understanding of Terms

By submitting a Bid, each Bidder shall be deemed to acknowledge that the Bidder has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

1.3.9. Conflict of Interest

A Bidder shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit the EMD of a Bidder or in case of a Selected Bidder, the Authority shall forfeit the Security Deposit of such Selected Bidder as a mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to the Authority hereunder or/and the Concession Agreement or otherwise. Without limiting the generality of the foregoing, a Bidder shall be considered to have a conflict of Interest ("Conflict of Interest") that affects the Bidding Process, if:

- a) the Bidder, or any of its Member or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; Provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other Bidder, its Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013. For the purposes of this clause indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person ("Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject to subclause (aa) herein above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Associate thereof; or
- d) such Bidder has the same legal representative for the purposes of this Bid as any other Bidder; or

- e) such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
- f) such Bidder has participated as a consultant for the Authority in the preparation of any documents, design or technical specifications of the Project.

For the purposes of this RFP

"Associate" shall mean in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or contract or otherwise.

1.3.10. Disqualification

Even though the Bidder meets the pre-qualifying criteria, they could be disqualified if they have:

- a. Submitted the Bid after the date mentioned in advertisement.
- b. Made misleading or false representations in the forms, statements and experiences submitted in proof of the qualification requirements.
- c. Submitted the Bid, which is not accompanied by the required documents or is non-responsive.
- d. Failed to provide any clarifications related thereto.
- e. Where the bidder has already submitted the Bid and is a member of entity, which has already submitted the Bid, or vice versa.
- f. If any member of an entity is replaced or withdraws, except without prior written permission of GSCDCL at any stage.
- g. Violates any other condition mentioned herein before/herein after.
- h. If any such information which would have entitled GSCDCL to reject or disqualify the Bidder, becomes known after the bidder has been pre-qualified, GSCDCL reserves the right to cancel the pre-qualification of the bidder at any later stage too, without assigning any reason thereof.
- i. Where the Bidder is a Joint Venture/Partnership firm or any entity, GSCDCL may disqualify the entire entity for any of the reasons set out above, even if it applies in respect of only one member of the Consortium/JV.
- j. Bidders who canvass or attempt to influence the pre/post – qualification or selection process shall necessarily be disqualified from the process at any stage.
- k. Where the bidder has been declared as defaulter or blacklisted by GSCDCL/ Gwalior Municipal Corporation before the date of opening of techno commercial Bid

1.3.11. Taxes

- a) The Concessionaire shall be responsible for all the income tax, statutory taxes, statutory dues, local levies, Goods & Service tax, etc., to be paid to Government / Statutory bodies / Authorities , etc., for the services rendered by it. There will be no tax liability upon the GSCDCL whatsoever on any account.
- b) The Concessionaire indemnifies GSCDCL from any claims that may arise from the statutory authorities in connection with this License.

1.3.12. Due diligence by the Bidders

- a) Bidders are encouraged to inform themselves fully about the Project and the Baija Tal & Baradari Site, by visiting the project site, sending written queries (if any) to the Authority, attending Pre-Proposal Meetings on the date and time as stipulated
- b) The Bidders are also advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.

- c) The response to this RFP should be full and complete in all respects. Failure to furnish any information required by the RFP or submission of a proposal not substantially responsive to the RFP in any respect will be at the bidder's risk entirely and may result in rejection of its Bid. For Bidders, which are consortiums, the Lead Bidder of the Consortium shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose technical and financial capacity in terms of credentials and experience was taken into consideration for the purposes of evaluating and the Technical Evaluation under and in accordance with the RFP. The Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event, such change in control occurs after signing of the Concession Agreement it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Bidder. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the EMD or Security Deposit or Performance Guarantee, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/ or the Concession Agreement or otherwise.
- d) Bidders are encouraged to submit their respective Bids after visiting the project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to Site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- e) It shall be deemed that by submitting the Bid, the Bidder has:
 - i. visited the project site and has ascertained the site conditions, location, climate, availability of infrastructure and is well aware of applicable laws and regulations of the State;
 - ii. made a complete and careful examination of the RFP
 - iii. received all relevant information requested from the Authority;
 - iv. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;
 - v. satisfied itself about all matters, things and information including matters referred to in this clause as may be necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under.
 - vi. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in this clause 3.5 shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement;
 - vii. acknowledged that it does not have a Conflict of Interest;
 - viii. agreed to be bound by the undertakings provided by it under and in terms hereof; and
 - ix. made its own independent due diligence as provided in clause 3.5 and satisfied itself on the viability of the Project
- f) The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid document or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

1.4. Evaluation Process

- l. GSCDCL will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the Bidders
- b. The BEC constituted by GSCDCL shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- c. The successful bidder among the technically qualified bidders will be the bidder which bids the highest upfront premium offered as quoted in its financial bid.
- d. The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the BEC.
- e. The BEC may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the Bidder.
- f. The BEC reserves the right to reject any or all proposals on the basis of any deviations.
- g. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- h. Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

1.4.1. Bid Opening

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
- b. GSCDCL reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in the following;
 - Initial screening – whether RFP Document fee and Bid Security/ EMD has been paid
 - Whether the bidder has the necessary pre-qualifications as stipulated in the document
 - Whether the proposal submitted by the bidder meets technical standards and qualifies on the basis of evaluation parameters set forth in this RFP;
- d. The venue, date and time for opening the Pre-qualification Proposal are mentioned in the RFP Information Sheet.
- e. Bidders who score at least 60 (Sixty) marks in the Technical Evaluation will be declared as Technically Qualified bidders.
- f. The Financial Proposals of only Technically Qualified Bidders will be opened.
- g. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for GSCDCL, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative(s) of the Bidder remains absent, GSCDCL will continue process and open the bids of the all Bidders.
- h. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. GSCDCL has the right to reject the bid after due diligence is done.

1.4.2. Evaluation of Pre-Qualification Proposals

- a) GSCDCL shall open Cover 1 marked "RFP Document Fee and Earnest Money Deposit (EMD)". If the contents of the **Cover 1** are as per requirements of the RFP,

GSCDCL shall open **Cover 2** marked "Pre-Qualification Proposal". Each of the Pre-Qualification condition mentioned in [Section 1.4.5](#) of the RFP is mandatory. In case the Bidder does not meet any one of the conditions, the Bidder will be disqualified.

- b) The Pre-Qualification proposal must contain all the documents in compliance with instructions given in the [Annexure 1](#).
- c) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in [Section 1.4.5](#) of the RFP.

1.4.3.Evaluation of Technical Proposal

The evaluation of the Technical Proposals will be carried out in the following manner:

- a) Technical bids of only those Bidders who qualify the Pre-Qualification will be opened. GSCDCL will review the technical bids of such Bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at GSCDCL's discretion.
- b) Bidders' technical solutions proposed in the bid document will be evaluated as per the requirements and guidelines specified in the [Annexure 2](#) and technical evaluation criteria as mentioned in [Section 1.4.6](#) of the RFP.
- c) Bidders shall make the technical presentation and showcase their proposed solution to GSCDCL as per the agenda mentioned in [Section 1.4.6](#) of the RFP.
- d) Each Technical Proposal shall be assigned a technical score out of a maximum of 100 points. (Refer Section 1.4.6 of the RFP).
- e) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, client contact information for verification, and all others components) as required for technical evaluation.
- f) At any time during the Bid evaluation process, BEC may seek oral/ written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
- g) GSCDCL reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- h) GSCDCL reserves the right to accept or reject any or all bids without giving any reasons thereof.
- i) GSCDCL shall inform to the Pre-Qualified bidders about the date and venue of the presentation.

1.4.4.Financial Proposal Evaluation

- a) All the technically qualified Bidders will be notified to participate in Financial Proposal opening process.
- b) Financial Proposals for the technically qualified Bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at GSCDCL's discretion.
- c) Financial Proposals that are not meeting the condition mentioned in [Annexure 8](#) shall be liable for rejection.
- d) The bidder shall quote the highest upfront premium offered to GSCDCL per annum in the financial format given in [Annexure 8](#) of the RFP.
- e) If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

1.4.5.Pre-Qualification Criteria

The proposal failing to meet all of the below pre-qualification eligibility criteria shall be disqualified and will not be considered for technical evaluation process.

| S No | Basic Requirement | Specific Requirements | Documents Required |
|------|----------------------------|--|--|
| 1 | Legal Entity | <p>The Bidder or in case of a Consortium all members of the consortium, should be a legal person, which may be:</p> <ul style="list-style-type: none"> - A company, incorporated under Companies Act, 2013 or 1956, amended till date; or - A society, established under Societies Registration Act, 1860 or any analogous law enacted by a State Government in India; - A cooperative society, established under Cooperative Societies Act, 1912, Multi-State Cooperative Societies Act, 1984 or any analogous law enacted by a State Government in India, or - A Limited Liability Partnership Firm, incorporated under Limited Liability Partnerships Act, 2008, or - A partnership firm registered under Partnership Act, 1932, or - A Trust established under Indian Trusts Act, 1882 or Bombay Public Trusts Act, 1950, or any analogous law enacted by a State Government in India. - A Proprietorship having relevant Certificate/license issued by the Municipal authorities under Shop & Establishment Act or licenses or registrations or certificates in the name of the Proprietor such as PAN Card, etc. In case of proprietorship the proprietorship shall be limited to participate only as Consortium partner and not as a Lead Members. | <p>Copy of certificate of incorporation and/or registration under the relevant law.</p> <p>Proof of existence of bidder/ each of the consortium members highlighting number of years</p> |
| 2 | Annual Turn over | The Bidder or in case of a Consortium the Lead Bidder, should have an average annual turnover of INR 2.25 Crore for last 3 audited financial years (2013-14, 2014-15, 2015-16). | Certificate from the Statutory auditor/ Chartered Accountant, clearly specifying the turnover of the Bidder |
| 3 | Similar Project Experience | The Bidder or in case of a Consortium any of the consortium members should have executed a theme operation project (For managing of public spaces, F&B outlets) for a period of one year in the last five years as on the last date bid submission. | Undertaking by the authorized signatory as per format |
| 4 | Blacklisting | The Bidder (or any member of the consortium) should not have been blacklisted by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally for unsatisfactory past performance, corrupt, | Undertaking by the authorized signatory as per the format given as per the RFP document |

| S No | Basic Requirement | Specific Requirements | Documents Required |
|------|-------------------|--|--------------------|
| | | fraudulent or any other unethical business practices as on date of submission of the proposal. | |

1.4.6. Technical Evaluation Criteria

| | Technical Evaluation Criteria | Technical Evaluation Parameter | Documentary proof | Max Marks |
|---------|-------------------------------|---|---|---------------|
| TEC 1 | Years of Operation | The Bidder or the Lead Bidder in case of a Consortium, must be registered company and should be operational at least for last 5 years as on the last date of bid submission | <ul style="list-style-type: none"> • Certificate of Incorporation / • Registration under Companies Act, 1956 • / companies Act 2013 • Memorandum and • Articles of Association • Consortium agreement clearly stating the roles and responsibilities of each member | 10 |
| TEC 2 | Financial Strength | Average annual Turnover of The Bidder or the Lead Bidder in case of a Consortium, for the last three years (FY 2013-14, FY 2014-15, FY2015-16): | Certificate from the Statutory auditor/ Chartered Accountant, clearly specifying the turnover of the firm | Max 20 |
| TEC 2.1 | | 2.25 Crore and below | | 10 |
| TEC 2.2 | | More than 2.25 Crore | | 20 |
| TEC 3 | Financial Strength | The Lead applicant should have an net worth of at least INR 50 lakhs as on the last date of latest audited financial year | Certificate from the Statutory auditor/ Company Secretary, clearly specifying the net worth of the firm | 10 |
| TEC 4 | Theme Expertise | The Bidder or the Lead Bidder in case of a Consortium, can demonstrate business operation expertise in the theme operations for the last 3 years as on the last date of bid submission. [For managing of public spaces, F&B outlets] | Undertaking by the authorized signatory as per format | Max 20 |
| TEC4.1 | | For 2 sites | | 10 |
| TEC 4.2 | | For more than 2 sites | | 10 |

| | Technical Evaluation Criteria | Technical Evaluation Parameter | Documentary proof | Max Marks |
|-------|-------------------------------|---|---|-----------|
| TEC 5 | Technical Presentation | Presentation on credentials and approach for Project including *Concession Operation Plan | Prequalified bidders will be required to make presentations on highlighting above experience and credentials and proposed approach for executing the Project to an evaluation committee. Weightage will be given to bidders that can come up with creative theme based ideas for citizen engagement, inclusiveness, revenue generation, potential partnerships, and maintenance capabilities | 40 |

***Concession Operation Plan:** This shall include but not limited to:

- Include plans for fixed points of sale offerings, equipment, interactions.
- Include a utilization and integration operation plan for portable units including items to be offered & locations.
- Proposed sub-contractor (tie ups with F&B chains) concepts and integration plan.
- Include concession theme concepts and attraction methods.
- Submit performance standards to include the review of food quality, staffing levels, dress codes, new product and presentation development and product marketing and promotion.
- Concepts and plans to promote pre-event and during event sales opportunities.
- Proposer to provide assessment and inventory of existing fixtures and infrastructure with recommendations to accommodate proposer taking over operations should they be awarded.

1.4.7. Financial Evaluation

- The Bidders, whose bids are responsive, based on minimum qualification criteria as per the Pre-Qualification Criteria and have secured a technical score of at least 70 (Seventy) based on the technical evaluation criteria would be considered as technically qualified and would be eligible for opening of financial bids.
- In the second stage, the financial evaluation will be carried out as per this Clause.
- For financial evaluation, the "bid amount as a positive upfront premium: quoted by the bidders in the Financial Proposal given in [Annexure 8](#) only shall be considered.

GSCDCL will determine whether the Financial Proposals are complete, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfill its obligations as per this RFP rests with the bidder.

1.5. Award of Contract

1.5.1. Award Criteria

Post the evaluation process indicated in Section 1.4 above, the successful bidder, among the technically qualified bidders, will be selected as follows:

(a) The technically qualified Bidder who has quoted the highest upfront premium over and above the minimum of Rs. 12,00,000/- per annum. In its sole judgment, if GSCDCL considers the Highest Annual Lease Rent is below acceptable level, GSCDCL reserves the right to reject the Bid and cancel the Bidding Process.” The premium shall be payable in equal quarterly installments to GSCDCL.

(b) The premium accepted by GSCDCL shall be escalated at a rate of 3% annually i.e. beginning of every anniversary during the agreement period.

1.5.2. Letter of Acceptance (LOA)

Prior to the expiration of the period of bid validity, GSCDCL will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. LOA will constitute the formation of the contract. Upon the successful Bidder's furnishing of Performance Bank Guarantee, GSCDCL will promptly notify each unsuccessful Bidder.

1.5.3. Signing of Concession Agreement

GSCDCL shall notify the successful Bidder that its bid has been accepted. The successful Bidder shall enter into concession agreement with GSCDCL within the time frame mentioned in the Letter of Acceptance issued to the successful Bidder by GSCDCL. The Concession Agreement shall set forth the detailed terms and conditions for grant of Concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the “Concession”).

1.5.4. Failure to agree with the Terms and conditions of the RFP/Contract

Failure of the Successful Bidder to agree with the Terms & Conditions of the RFP/ Contract shall constitute sufficient grounds for the annulment of the award, in which event GSCDCL may invite the next best Bidder for negotiations or may call for fresh RFP.

1.6. Performance Bank Guarantee

- a) The Successful Bidder shall, within fifteen (15) working days from the date of issuance of LOA at its own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) an amount equivalent to Rs.3,00,000 (Three Lakh Only) to GSCDCL.
- b) The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in [Annexure 5](#), payable on demand, for the due performance and fulfilment of the Contract by the Successful Bidder.
- c) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- d) The PBG shall be valid for at least 180 (one hundred and eighty) days post the expiry date of the Concession Period However, no interest shall be payable on the PBG.
- e) In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder.
- f) In the event of the Successful Bidder being unable to service the requirements for whatever reason, GSCDCL would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of GSCDCL under the requirement in the matter, the proceeds of the PBG shall be payable to GSCDCL as compensation for any loss resulting from the Successful Bidder's failure to complete its obligations under the requirements set in by GSCDCL. GSCDCL shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 (fourteen) days, indicating the obligation(s) for which the Successful Bidder is in default.
- g) GSCDCL shall also be entitled to make recoveries from the Successful Bidder's bills, PBG, or from any other amount due to him, the value equal to any payment made to it due to inadvertence, error, collusion, misconstruction or misstatement.
- h) The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the Concession Agreement. However, no interest shall be payable on the Performance Bank Guarantee.

1.7. Annual Lease Rent

1.7.1. Deleted

1.7.2. Annual Lease Rent

- a) In addition to Upfront Premium offered, the Concessionaire shall pay to the Authority annual lease rental equal to Rs. 12,00,000 (Rs. Twelve Lakh) by way of Annual Lease Rental. The first payment of such Annual Lease Rentals will fall due on the date of signing of Concession Agreement. Thereafter, the payment of Annual Lease Rentals shall be due quarterly and will be due for payment on the first working day of the quarter. Failure to pay the Annual Lease Rental on due date shall attract interest at the rate of 2% per month for the unpaid period. If the Annual Lease Rental payment remains unpaid for a period exceeding three (3) months from the due date, the Authority shall terminate the engagement as per the provisions of the agreement and RFP.
- b) The lease rental accepted by GSCDCL shall be escalated at a rate of 3% annually i.e. beginning of every anniversary during the agreement period.

1.8. Indemnity

The Concessionaire shall be fully responsible for keeping indemnified the Authority from all legal implications and shall bear all legal expenses including any losses incurred by the Authority, its officers, employees, agents, trustees and consultants including and arising out of or in relation to or as a of any breach of the Representations and Warranties, or any of the covenants or obligations of the Concessionaire under this RFP or any of the terms and conditions of this RFP by the Concessionaire or any contractor/licensee or any employee or agent of the Concessionaire

1.9. Dispute Resolution System

- a) No dispute can be raised except before the Authority (Chief Executive Officer-GSCDCL) in writing giving full description and grounds of Dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.
- b) No issue of dispute can be raised after 45 days of its occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Authority shall not be liable for claims arising out of such disputes.
- c) The Authority shall decide the matter within 45 days.
- d) Appeal against the order of the Authority can be preferred within 30 days to the Appellate Authority (Executive Director-GSCDECL). The Appellate Authority shall decide the dispute within 45 days.
- e) Appeal against the order of the Appellate Authority can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Adhikaran Adhiniyam, 1983.
- f) The Concessionaire shall have to continue execution of the works with due diligence notwithstanding pendency of a dispute before any authority or forum.

1.10. Jurisdiction of Court

The courts located in Gwalior (M.P) only shall have the exclusive Jurisdiction to try and decide the matter /dispute between the parties.

1.11. Written Agreement

The Concessionaire will have to enter into an agreement with the GSCDCL for the proper fulfilment of the contract on lines similar to terms of the Bid or as modified or added by GSCDCL. Such Bidder shall have to furnish two non-judicial stamp paper Rs.100/-each within ten days from the date of issue of Letter of Acceptance. An Concession Agreement

shall be executed only on furnishing the Performance Security as per clause of Performance Security. All documents submit by Concessionaire at the time of Bid will be the part of Concession Agreement.

Scope of Work

2. Scope of Work and Terms of Reference.

2.1. Background

Cities play an important and critical role in the development procedure of the nation. They are engines of growth and sources of energy and are catalyst for economic development. Most of the Indian cities can barely cope up with steadily increasing population and many are stretched to breaking point trying to meet the energy, water and transport and communication demands of the population. Cities want to provide their economy a thriving economy, a great quality of life, and to do this with a reduced environmental impact. Making this possible is a big opportunity for India's economic growth.

A city can be defined as “Smart” when investments in human and social capital and traditional and modern communication infrastructure fuel sustainable economic development and a high quality of life, wise management of natural resources through participatory process. Consider a global city that needs to generate momentum in trade, tourism, IT and architecture, would require working to help shape its future growth and success – compare to other cities – with Media campaigns and technology footprint. These demands establishing a repeatable, smart-city infrastructure that may be used to streamline civic planning, spur economic growth, and improve the quality of life for citizens. As part of improving the physical and social infrastructure within the city, an important component is to develop public open spaces which acts as a community based participation center. GSCDCL wishes to select a concessionaire who shall help in achieving the set out objectives of:

- Promoting feeling of belongingness with the city
- Creating an open public place to spend good times
- Providing platform to various artists
- Making citizens aware about city goals
- Creating a better place to have rest after a long morning walk
- Increase happiness among citizen of Gwalior

The concessionaire shall be responsible for making the Sites for the purpose of creating Revenue Generating Activities, engaging citizens through activities, undertaking comprehensive maintenance of gardens including landscape, hardscape, civil and structures, security, housekeeping, facility management etc., of Baija Taal and Baradari Amphitheater based on the specific themes as set out by GSCDCL for a period of 7 years on an **As is where is** basis.

2.2. Scope of Work

GSCDCL intends to select a concessionaire who shall be responsible for the entire Operation and Maintenance of Baija Taal & Baradari amphitheater for the concession period i.e. for a period for a seven years which may be extended by three years based on satisfactory performance of the concessionaire. The selected Concessionaires shall have exclusive rights for providing/organizing and managing the events in the project areas and manage food and beverage. Post the end of the concession period the entire project area shall be returned to GSCDCL free of any encumbrances on an as is where is basis

2.2.1.Theme for development

The Authority proposes to develop various public places in the ABD area across Gwalior. The pilot projects shall cover the broad themes as set out below to create neighborhood platforms that facilitate physical, cultural, and social interactions.

The theme for development for Baija Taal & Baradari Amphitheater shall be reserved to Art & Culture: The objective is to design a space for all those who are creatively inclined and want a platform to perform with various mediums like painting, sculpture, dance, drama, music, etc.,

2.2.2.Site Theme & Objectives

Site details are given below:

| Baija Taal | |
|--------------------------------------|--|
| Location | Adjacent to Moti Mahal Complex, Lashkar, Gwalior |
| Other Specifications for Site | <p>The site is part of the Moti Mahal complex, originally the tank was used for ceremonial and festive use, currently under development by MSPTDC.</p> <p>The site has been developed to comprise of lighting, organized seating, tank cleaning, landscaping and other associated structures</p> |
| Area of Site | 1.64 Ha. approximately |
| Design Theme | Heritage Open Amphitheatre |
| Objective | <p>The objective is to design a space for leisure and provide a platform to showcase the rich culture of the city by organizing musical and dance performances to engage citizens of the city. The site is part of the Moti Mahal complex and in proximity of the upcoming Regional Arts and Craft Development Centre. The main objective of development is:</p> <ul style="list-style-type: none"> • To promote feeling of belongingness with city Gwalior • To create an open public place to spend good times • To provide platform to various artists • To make citizens aware about city goals • To create a better place to have rest after a long morning walk • To increase happiness among citizen of Gwalior |

| Baradari Amphitheatre | |
|--------------------------------------|--|
| Location | Adjacent to Gwalior Zoo, Lashkar, Gwalior |
| Other Specifications for Site | The site has been developed to comprise of lighting, organized seating and other associated structures |
| Area of Site | 0.29 Ha. approximately |
| Design Theme | Heritage Open Amphitheatre |
| Objective | <p>The objective is to design a space for leisure and provide a platform to showcase the rich culture of the city by organizing musical and dance performances to engage citizens of the city. The site is part of the Moti Mahal complex and in proximity of the upcoming Regional Arts and Craft Development Centre. The main objective of development is:</p> <ul style="list-style-type: none"> • To promote feeling of belongingness with city Gwalior • To create an open public place to spend good times • To provide platform to various artists • To make citizens aware about city goals • To create a better place to have rest after a long morning walk • To increase happiness among citizen of Gwalior |

2.2.3. Proposed Revenue Operations

| Sr.no. | Revenue Operations | Particulars |
|--------|--|---|
| 1 | Fixed Use | <p>There can be no deviation from proposed use of activity for the Site given below:</p> <ul style="list-style-type: none"> • Singing • Dance • Bands • Kavi Sammelan • Mushayra • Talent shows • Magic shows • Painting exhibitions |
| 2 | Flexible Use | <p>Proposed use of activity for the area is mentioned below, however, Concessionaire can suggest an alternative activity to generate revenue and increase the overall offering of the site, one time approval shall be taken before commencing any new activity:</p> <ul style="list-style-type: none"> • Food and beverage space (wheeled mobile operations) • Attractive features for kids • Open cafeteria (BSNL occupied space and open space in front of the premise) • Fountain show/Laser Shows • Space for launching products (launching of vehicle, etc.) • Social gatherings • Meditation camps (Art of Living) |
| 3 | Food & Beverage spaces (Temporary/Wheeled) | <ul style="list-style-type: none"> • Part time food trucks in the project area • Open cafeteria (BSNL occupied space and open space in front of the premise) – Moti Mahal Complex • The Concessionaire shall undertake the running of kiosk and food truck for selling to customer's quality and hygienic food items /snacks /drinks • These activities can only be carried out within the areas which will be designated as 'Temporary F&B spaces'. The areas proposed should provide right to way to traffic and pedestrians. • The Concessionaire can sub-contract the temporary wheeled kiosk and food truck operations to an established F&B operator. • Any new F&B service shall need a one-time approval from Competent Authority to ensure merit and the background of the F&B operator. • GSCDCL shall have the right to monitor, issue any directions with a view to maintain proper cleanliness and hygienic conditions in the Site area as well as its surrounding areas by the Concessionaire at its own cost. • Only reusable or biodegradable crockery such as paper and leaf moulded plates and other articles shall be allowed to be used at the F&B outlets. • F&B operator shall be not allowed to put up any glow signboard /hoardings without the prior written permission of the Competent Authority. Any advertisement /publicity of any product in any manner whatsoever shall not be allowed at the food stalls /kiosks |

| Sr.no. | Revenue Operations | Particulars |
|--------|-----------------------------|--|
| 4 | General project area Spaces | <ul style="list-style-type: none"> • Circular seating plaza • Gazebo seating • Lawn |
| 5 | Activities allowed | <ul style="list-style-type: none"> • Organize events and activities in order to promote the rich cultural history of the city • Running of temporary wheeled F&B spaces offering quality food & beverage items restricted to Zone • Advertise and marketing rights of the designated area only • Operational Timings shall be from 5:30 AM to 11:00 PM • Any new activities/events shall need a one-time approval from Competent Authority to ensure fit to the theme. • Only access to Parking will be provided, the ownership will remain with GMC at all times |
| 6 | Advertising & Marketing | <ul style="list-style-type: none"> • Advertising restrictions if any shall be as per the advertising guidelines of Gwalior Municipal Corporation. • The applicable municipal tax shall be directly payable to Gwalior Municipal Corporation as per the prescribed rates • Any violation from approved standards may be rectified by the Licensee immediately on being given notice by the Competent Authority. • The content of the advertisement shall maintain standards of decency and uphold public morals. • The Authority shall reserve the right to prohibit any advertisement in which it finds having objectionable content. • No advertisement shall be displayed for banned products and services, any banned advertisements, having indecent representation of women, violence and racial abuse. • Any such advertisement as considered improper for a public place by the Competent Authority. |

2.3. Operation & Maintenance

- i. In addition to the Maintenance Requirement set forth in the RFP, Scope of Work under Operation & Maintenance is as follows:
 - a) To provide integrated facility management i.e. housekeeping, E&M services, Pest Control services, security services;
 - b) Staffing as per contract to ensure optimum service as per scope of work;
 - c) Preparation and submission of various checklists/inspection reports as scheduled in the approved formats;
 - d) Activity reports regarding works handled;
 - e) Uniforms & Identity cards;
 - f) Provide necessary and adequate equipment's, implements, other cleaning materials and consumables to ensure optimum service as per scope of work; and
 - g) Adequate training of staff especially for any specific requirements
- ii. The Scope of Work outlined above should be referred to as indicative type & not comprehensive type; this implies the scope can be well enhanced as deemed to be. The Concessionaire will ensure efficient, clean, eco-friendly & quality housekeeping, E&M services, pest control services and providing security services.

iii. During the period of the Concession Agreement, the Concessionaire shall be fully responsible for the development and maintenance of the Site area on day to day basis relating to:

- a) The cleanliness of the entire site;
- b) Regular watering all trees lawns, shrubs, hedges etc., of entire sit;
- c) The upkeep of water has to be taken up by the bidder for the project area during the concession period. All the cost associated with the same shall be the sole responsibility of the Concessionaire. GSCDCL shall provide access to the STP which is currently under construction. Meanwhile the bore well access will be provided as source of water.
- d) Washing/cleaning of all pathways, jogging track, pergolas, bench toilet blocks;
- e) Civil and Electrical maintenance of entire garden;
- f) Disposal of dry leaves and other wastes from the entire garden as per direction of Garden department, GMC;
- g) Spraying pesticides / weedicide to control the pests / weeds regularly and providing /manure to all the plants & lawns;
- h) Uprooting all weeds and removal of unwanted bushes, wild plants from the area within the garden;
- i) Top dressing of soil as and when required for plants and lawns;
- j) Regular mowing of lawns, trimming of the bushes; and
- k) The agency is responsible for the security (24 hrs. x 7 days) of the entire site during the period of agreement.

iv. General Maintenance Guidelines

- a) The cleanliness of the entire site;
- b) Regular watering all trees lawns, shrubs, hedges etc., of entire sit;
- c) Washing/cleaning of all pathways, jogging track, pergolas, bench toilet blocks;
- d) Civil and Electrical maintenance of entire garden;
- e) Disposal of dry leaves and other wastes from the entire garden as per direction of Garden department, Gwalior Municipal Corporation;
- f) Spraying pesticides / weedicide to control the pests / weeds regularly and providing /manure to all the plants & lawns;
- g) Uprooting all weeds and removal of unwanted bushes, wild plants from the area within the garden;
- h) Top dressing of soil as and when required for plants and lawns;
- i) Regular mowing of lawns, trimming of the bushes; and
- j) The agency is responsible for the security (24 hrs. x 7 days) of the entire site during the period of agreement.

v. Cost

- a) The cost of improvement, maintenance, beautification and management of the site area including water charges, repair of play equipment's civil, electrical, garden features, electricity, water charges and other taxes levied on the site from time shall be borne by the Concessionaire.
- b) The charges for lightings for illumination of site requiring electricity for storeroom/staff and security rooms, Illuminated boards, fountains, additional lightings fittings shall be borne and paid by the Concessionaire.
- c) All the expenditure for regular coloring of curb stones/walls/grills will be borne by the Concessionaire.

vi. Hours of service

Janitorial services are to be provided on a daily basis, along with relievers. 24 hour emergency service must be available throughout the year, without regard to daily schedules.

vii. Reporting

The Facility Manager will submit a signed and dated daily report noting corrections, special problems, and other information as requested.

viii. Facilities

- a) Scheduling shall be so as to optimize utility conservation. Janitorial closets and storage space will be used for janitorial supplies and equipment only. Concessionaire is responsible to maintain these areas in a clean and orderly state.
- b) The Concessionaire shall have to manage their own tools and equipment's. The Concessionaire must mandatorily use all necessary instruments and equipment required for the satisfactory discharge of all the above mentioned services.
- c) All chemicals and consumables used by the agency must be of good quality and Eco-friendly.
- d) The Concessionaire shall provide on-site first aid facilities, conveniently located and adequately equipped to render first aid treatment to any injured workman employed under this RFP, all in accordance with applicable laws.

ix. Code of conduct

The Concessionaire shall strictly observe that its personnel:

- a) Are always smartly turned out and vigilant.
- b) Are punctual and arrive at least 15 minutes before start of their duty time.
- c) Take charges of their duties properly and thoroughly.
- d) Perform their duties with honesty and sincerity,
- e) Read and understand their post and site Instructions and follow the same.
- f) Extend respect to all Officers and staff of the office of the Authority.
- g) Shall not drink liquor on duty, or come drunk and report for duty.
- h) Will not gossip or chit chat while on duty
- i) Will never sleep while on duty.
- j) Will not read newspaper or magazine on duty
- k) Will immediately report if any untoward incident/misconduct or misbehavior occurs, to Concessionaire.
- l) When in doubt, approach concerned person immediately.
- m) Get themselves checked by security personnel whenever they go out.
- n) Do not entertain visitors.
- o) Shall not smoke or use gutka/pan etc., in the office premises.

x. Areas of Intervention for Maintenance works

- a) The following sections provides a comprehensive indication for the services required in relation to the maintenance of the project site:
- b) Landscape open areas comprising hardscape and softscape, like, lawns, shrubs, trees pathways, etc.
- c) Landscape elements like garden furniture, artifacts, garden lamp posts, bollards, signage and such other structures.
- d) Lighting of the entire project area
- e) Building component including enclosed and semi enclosed civil or prefabricated structures used for public facilities.
- f) Utilities and services like irrigation systems, electrical services, security and emergency services, fire systems, waste management etc.

- g) ICT elements like video surveillance cameras, screens, computer systems, etc., therein.
- h) It is not intended to be exhaustive and the Concessionaire shall carry out necessary investigation and studies to develop the knowledge of the site condition and requirements to deliver the level of service as specified in this document.

2.4. Accounting, Reports and Payments

- a) The Concessionaire shall provide a detailed and itemized performance summary/sales report to GSCDCL after every month of operation. Report should be detailed enough to include how revenues were calculated per category, per event, per revenue stream.
- b) Settlement shall occur each month with the commission check being received no later than ten (10) days after the settlement month ends. An itemized sales and performance report reflecting concession, sub-contractor and catering sales must accompany the check.
- c) Itemized audit, performance and summary sales reports shall be provided at the end of each budget year. Reports shall include recommendations to improve service quality and increase sales. Reports should also include comparisons to other Cactus league facilities (per caps, menu prices, sales comparisons, etc). The Concessionaire shall pay all applicable taxes, charges, and fees necessary and incidental to the lawful conduct of business.

2.5. Operating Conditions

- a) The Concessionaire shall obtain, maintain, and procure all appropriate business and operational permits, licenses and/or certificates required for compliance with all National, state, local agencies. Where applicable this shall include familiarity and compliance with local building, plumbing, electrical, fire codes, alcoholic beverage laws and health code ordinances.
- b) The project site shall be made available for organizing any Govt. events free of charge. Sufficient prior notice shall be provided to the concessionaire for any such planned activity.
- c) The Concessionaire shall procure all opening/operating costs in order to establish and maintain optimum service, cleaning and quality standards under this agreement such as but not limited to:
 - i. All survey based research for operational strategic plans to include product offerings and pricing proposal.
 - ii. All uniform, small-wares, tools of the trade, operating supplies and inventory to meet obligations under this agreement.
 - iii. Point of sale system to include debit/credit card compliance
 - iv. Menu boards, product displays and merchandising equipment.
 - v. Accounting systems and working capital to cover such expenses.
 - vi. Exterminator services to control vermin and pests as necessary in all Contractor occupied areas
 - vii. Capital equipment and staffing

Annexures

Annexure 1 Pre-Qualification Proposal

Annexure 1.1 - Check-list for the Pre-Qualification Proposal

| S No. | List of Document | File Name | Submitted (Y / N) | Description |
|-------|---|-----------|-------------------|---|
| 1. | Proof of Tender Fee and EMD submitted (In case of Bank Guarantee as per Annexure 6) | | | Date: EMD Mode: Reference No: |
| 2. | Pre-Qualification Cover Letter As per format provided at Annexure 1.2 | | | Reference No: Date of Letter: |
| 3. | Bidders' Particulars As per format provided at Annexure 1.3 | | | Name of Bidder(s): |
| 4. | Power of Attorney in favor of Authorized signatory As per format provided at Annexure 1.6 | | | Date of PoA: Name of Authorize Person: |
| 5. | Copy of certificate of incorporation and/or registration under the relevant law | | | Identity Number: Date of Incorporation/regi stration: |
| 6. | Copy of Certificate from the Statutory Auditor for the last 3 (Three) financial years 2014-15, 2015-16 and 2016-17 As per format provided at Annexure 1.7 | | | Year-wise details of turnover Average Turnover: |
| 7. | The Bidder or in case of a Consortium any of the consortium members should have executed a theme operation project (For managing of public spaces, F&B outlets) for a period of one year in the last five years as on the last date bid submission. | | | Customer Name: Work Order/ Agreement Number: Date of Work Order/ Agreement: Project Value: Completion Date: |
| 8. | Declaration for not blacklisted by Central Government/ any State Government/ Public Sector Undertaking entity in India for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on date of submission of the proposal. As per format provided at Annexure 1.5 | | | Reference No: Date of Letter: |

Annexure 1.2 - Pre-Qualification Cover Letter

(To be submitted on the Letterhead of the Bidder)

Date:

To

Executive Director

Gwalior Smart City Development Corporation Limited (GSCDCL)

Nagar Nigam, City Centre,

Gwalior, Madhya Pradesh, 474003

Subject: Bid for "Selection of Concessionaire for operation and maintenance of Baija Taal & Baradari Amphitheater, Gwalior"

RFP Reference No: ____

Dear Sir/Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the "**Request for Proposal for Selection of Concessionaire for Operation and Maintenance of Baija Taal & Baradari Amphitheater, Gwalior**" (hereinafter referred to as the "**Project**"), we hereby submit our Prequalification Proposal & Technical Proposal, for the same.

We hereby declare that:

We hereby acknowledge and unconditionally accept that the GSCDCL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Bidder for providing services.

We have submitted EMD of INR [] in the form of [.....] and Tender fee of INR [] online through e-Tendering Portal (www.mpeproc.gov.in),

We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to GSCDCL is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead GSCDCL as to any material fact.

We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.

In the event of acceptance of our bid, we do hereby undertake:

To commence Services as stipulated in the RFP document

To undertake the Project for entire contract period from the date of signing of the contract as mentioned in the RFP document.

We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

We understand that the GSCDCL may cancel the bidding process at any time and that GSCDCL is not bound to accept any bid that it may receive without incurring any liability towards the Bidder.

We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact _____ email at

Thanking you,

Yours sincerely,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

Annexure 1.3 - Format to share Particulars of the Bidder

The Table below provides the format in which general information about the Bidder must be furnished.

| S No | Information | Details |
|------|--|---------|
| 1. | Name of Bidder | |
| 2. | Address and contact details of Bidder: | |
| 3. | Registration Number and Year of Registration | |
| 4. | Web Site Address | |
| 5. | EPF Registration No | |
| 6. | GSTIN | |
| 7. | Permanent Account Number (PAN) | |
| 8. | Revenue for the last 3 years (2014-15,2015-16,2016-17)Year wise) | |
| 9. | Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP: | |
| 10. | Telephone number of contact person: | |
| 11. | Mobile number of contact person: | |
| 12. | Fax number of contact person: | |
| 13. | E-mail address of contact person: | |

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

Name

Seal

Annexure 1.4. - Format for Project Citation

| S No | Item | Details | Attachment Ref. Number |
|------|---------------------|---------|------------------------|
| 1. | Name of the Project | | |
| 2. | Date of Work Order | | |
| 3. | Client Details | | |
| 4. | Scope of Work | | |
| 5. | Contract Value | | |
| 6. | Completion Date | | |

Note: The Bidder is required to use above formats for all the projects referenced by the Bidder for the Pre-Qualification criteria and technical bid evaluation.

Annexure 1.5 - Format for Declaration by the Bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

Executive Director
Gwalior Smart City Development Corporation Limited (GSCDCL)
Nagar Nigam, City Center,
Gwalior - 474003
Madhya Pradesh

Subject: Declaration for not being debarred/ black-listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally as on the date of submission of the bid

RFP Reference No: XXXX

Dear Sir/ Ma'am,

I, authorized representative of _____, hereby solemnly confirm that _____ (" Company") is not debarred/ black-listed by the Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, GSCDCL reserves the right to reject the bid or terminate the Contract without any compensation to the Successful Bidder.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date :

Name :

Designation :

Address :

Telephone & Fax :

E-mail address:

Annexure 1.6 – Format of Power of Attorney for Lead Member of Consortium

(On a non-judicial stamp paper of Rs. 500/- duly attested by notary public)

Power of Attorney

Whereas the GSCDCL has invited applications from interested parties for the **“Request for Proposal for selection of concessionaire for operation and maintenance of Baija Taal & Baradari amphitheater, Gwalior”**. Whereas
..... and
(Collectively “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP document) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our Registered office
at.....,

M/s,..... having our Registered office at
.....,

M/s,..... having our Registered office at
.....,

M/s,..... having our Registered office at
.....,

(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. having its registered office at being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Bids and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the GSCDCL, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the GSCDCL.

AND 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Annexure 1.7 – Format for Annual Turnover

ANNUAL TURNOVER

Requirements: The Average Annual Turnover to be provided in the following format for the last 3 Financial Years (2014-15, 2015-16 and 2016-17).

| Financial Information | | | |
|---|-------------|-------------|------------|
| Financial Year | 2014 - 2015 | 2015 – 2016 | 2016- 2017 |
| Annual Turnover (in Lakh) | | | |
| Note: Financial Information shall be certified by the Statutory Auditors. | | | |

| Financial Information | |
|---|--|
| Net worth (in Lakh) | |
| Note: : Financial Information shall be certified by the Statutory Auditors. | |

Annexure 2 Technical Proposal

Annexure 2.1 - Check-list for the documents to be included in the Technical Proposal

| S No. | List of Documents | Name of File Name | Submitted (Y / N) | Description |
|-------|-------------------------------|-------------------|-------------------|----------------------------------|
| 1. | Technical Bid Covering Letter | | | Reference No: Date of Letter: |
| 2. | Project Undertaking | | | Reference No: Date of Letter: |
| 3. | Assignment details | | | |

Annexure 2.2. - Technical Bid Cover Letter

(To be submitted on the Letterhead of the Bidder)

Date: dd/mm/yyyy

To

Executive Director
Gwalior Smart City Development Corporation Limited (GSCDCL)
Nagar Nigam, City Center,
Gwalior - 474003
Madhya Pradesh

Subject: Bid for "Request for Proposal for selection of concessionaire for operation and maintenance of Baija Taal & Baradari amphitheater, Gwalior"

RFP Reference No: XXXX

Dear Sir/Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **"Selection of concessionaire for operation and maintenance of Baija Taal & Baradari amphitheater, Gwalior"**.

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in **"Selection of concessionaire for operation and maintenance of Baija Taal & Baradari amphitheater, Gwalior"**, put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and GSCDCL or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, for a sum of equivalent to Rs. -_____/ - of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 (one hundred and eighty) days from the last date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and GSCDCL.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to GSCDCL is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead GSCDCL as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:
(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of Bidder]

Annexure 2.3 Details of past assignments

| | |
|---|--|
| Name of the assignment | |
| Month, year of commencement | |
| Month, year of completion | |
| Client name | |
| Client address including liaison and contact number & e-mail | |
| Contract value | |
| Objective of assignment | |
| [State the desired expectations of the Client and the ground conditions at the time of being commissioned.] | |
| Scope of work | |
| [List the activities to performed as part of the contract; refer to the activities that qualify as 'similar services' above.] | |
| Results achieved | |
| [List the results achieved as a result of the activities performed. A before/after approach may be used to illustrate this.] | |

For each assignment, please furnish a copy of work order/ contract/ completion/ on-going certificate.

Annexure 2.4: Deleted

Annexure2.5: Deleted

Annexure 3 Format for EMD / Proposal Security (Bank Guarantee)

UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE

Bank Guarantee No.: _____ Dated: _____

Issuer of Bank Guarantee:

(Name of the Bank)

(herein after referred to as the "Bank")

Beneficiary of Bank Guarantee:

To

Executive Director
Gwalior Smart City Development Corporation Limited Nagar Nigam, City Center
Gwalior - 474003
Madhya Pradesh

Dear Sir/ Ma'am,

BANK GUARANTEE for Earnest Money Deposit – For <Project Name>

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid to Gwalior Smart City Development Corporation Limited (GSCDCL) for "Request for Selection of Concessionaire for Operation and Maintenance of Baija Taal & Baradari Amphitheater, Gwalior" (hereinafter called "the bid").

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound to **Gwalior Smart City Development Corporation Limited** (hereinafter called "the Authority") for a sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only).

The Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or
2. If the bidder, having been notified of the acceptance of its bid by the Authority during the period of validity of bid

(a) Withdraws its participation from the bid during the period of validity of bid document; or

(b) Fails or refuses to participate in the subsequent process after having been shortlisted;

We undertake to pay to the Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>>
(Rupees

<<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank Seal:

Date

Annexure 4 Format for Project Undertaking

(On the Letterhead of the Bidder)

PROJECT UNDERTAKING

Date:

To:

Executive Director,
Gwalior Smart City Development Corporation Limited (GSCDCL)
Nagar Nigam, City Center
Gwalior - 474003
Madhya Pradesh

Subject: Request for Proposal for selection of concessionaire for operation and maintenance of Baija Taal & Baradari amphitheater, Gwalior

Dear Sir/Madam,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by GSCDCL.

We hereby agree and undertake as under:

We abide by guidelines and procedures for selection of concessionaire for operation and maintenance of Baija Taal & Baradari Amphitheater, Gwalior for GSCDCL and we agree to bind ourselves by the Bid Documents.

We shall abide by the scope of work mentioned under Section 2.0 and all the terms and conditions stipulated in this RFP.

We have gone through the scope of work and have made our independent assessment of expenses involved in operation and management based on the assessment are submitting our bid.

Any direct or indirect deviations from the terms of the Bid Documents, if any in our Proposal, are hereby revoked unconditionally.

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.

Dated this.....Day of2017.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Annexure 5: Performance Bank Guarantee

For Contract Performance Bank Guarantee

Ref : < --- >

Date: _____

Bank Guarantee No.: _____

To

Executive Director
Gwalior Smart City Development Corporation Limited (GSCDCL)
Nagar Nigam, City Center
Gwalior - 474003
Madhya Pradesh

Dear Sir/ Ma'am,

PERFORMANCE BANK GUARANTEE – For <Project Name>

WHEREAS

M/s. (name of Bidder), a -----registered under -----, having its registered office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (Hereinafter, referred to as “Contract”) with you for **“Request for Proposal for selection of concessionaire for operation and maintenance of Baija Taal & Baradari Amphitheater, Gwalior”**, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of the bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of _--% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of ---% of the premium i.e.,.....<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold valid till 180 (one hundred and eighty) days after completion of the Contract Period, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 180 (one hundred and eighty) days after the completion of Contract Period.

We further agree that the termination of the said Contract, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against GSCDCL; and for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We, the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to ---% of the premium, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority

by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any further arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed ---% of the Total premium. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 180 (one hundred and eighty) days after the End of Concession Period; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 180 (one hundred and eighty) days after the completion of Concession Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Gwalior for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 20....

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

Annexure 6: Format of sending pre-bid queries

RFP Reference No: XXXX

| Bidder's Request For Clarification | | | | |
|---|------------|----------|---|--|
| Name and complete official address of the Bidder submitting query / request for clarification | | | Telephone, Fax and E-mail of the organization | |
| | | | Tel: | |
| | | | Fax: | |
| | | | Email: | |
| Sr. No. | Clause No. | Page No. | Content of RFP Requiring Clarification | Change Requested/ Clarification required |
| 1 | | | | |
| 2 | | | | |

Signature:

Name of the Authorized signatory:

seal:

Date and Stamped:

Note: Bidder(s) are requested to send the queries in PDF with Sign and Seal and also in MS Excel for making consolidation process easy.

Annexure 7: Joint Bidding Agreement

THIS JOINT BIDDING AGREEMENT is entered into on this day of 20...

AMONGST

1. (xxxxxxxxxx Limited, a company incorporated under the Companies Act, 1956 or 2013} and having its registered office at _____(hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. (xxxxxxxxxx Limited, a company incorporated under the Companies Act, 1956 or 2013} and having its registered office at _____(hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. (xxxxxxxxxx Limited, a company incorporated under the Companies Act, 1956 or 2013 and having its registered office at _____(hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

WHEREAS,

a) Gwalior Smart City Development Corporation Limited, represented by [its CEO], having its principal office at _____ (hereinafter referred to as the “GSCDCL”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns); has invited bids (“Bids”) by its Tender document ____ dated (“Tender”) for pre-qualification and short-listing of Bidders for **“Selection of Concessionaire for Operation and Maintenance of Baija Taal & Baradari Amphitheater, Gwalior”**;

b) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the Tender document and other bid documents in respect of the Project; and

c) It is a necessary condition under the Tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Tender.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

b) Party of the Second Part shall be {the _____ Member of the Consortium};

c) Party of the Third Part shall be {the _____ Member of the Consortium};

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender document and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

5. Shareholding in the SPV

5.1. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

Fourth Party.

5.2. The Parties undertake that a minimum of 34% (thirty four per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times of the date of commercial operation of the Project, be held by the Parties of the First, Second Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Bidder for the Project in terms of the Tender.

5.3 The Parties undertake that each of the Parties specified in clause 5.2 above shall maintain at all times hold subscribed and paid up equity share capital of SPV equivalent to at least 10% (ten per cent) of the Total Project Cost.

5.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times.

5.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

5.6 The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPV in terms of the Concession Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium

Member is annexed to this Agreement, and will not, to the best of its knowledge:

I. Require any consent or approval not already obtained;

II. violate any Applicable Law presently in effect and having applicability to it;

III. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

IV. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

V. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Earnest money deposit by the GMC to the Bidder, as the case maybe.

8. Miscellaneous

8.1 This Joint Bidding Agreement shall be governed by laws of India.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the GSCDCL.

Annexure 8: Format of Financial Bid

(To be uploaded separately)

To:

Executive Director,
Gwalior Smart City Development Corporation Limited (GSCDCL)
Nagar Nigam, City Center
Gwalior - 474003
Madhya Pradesh

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document **“Operation & Maintenance of Baija Taa & Baradari amphitheater, Gwalior” (“Project”).**

I/We hereby our financial bid as follows:

| # | Description | Bid Amount |
|---|-------------------------|------------|
| 1 | Upfront Premium offered | |

*Note

1. Bidder has to quote the yearly upfront premium more than the threshold of **Rs. 12, 00,000 (Rs. Twelve Lakh)**.

I/We also agree to execute the work as per the specifications, terms and conditions of tender. I/We further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

Annexure 8A: Financial Proposal Declaration

(To be uploaded separately)

To:

Executive Director,
Gwalior Smart City Development Corporation Limited (GSCDCL)
Nagar Nigam, City Center
Gwalior - 474003
Madhya Pradesh

Sub: Selection of Concessionaire for Operation and Maintenance of Baija Taal & Baradari Amphitheater, Gwalior

Ref: Tender No: <No.> Dated <DD/MM/YY>

Dear Sir/ Madam,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of RFP **“Selection of Concessionaire for Operation and Maintenance of Baija Taal & Baradari Amphitheater, Gwalior” (“Project”)** do hereby propose to provide services as specified in the Bid Document referred above.

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for entire contract duration.
- We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the Bid Document formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax is altered under the law, we shall pay the same.

2. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Bid Documents and there are no deviations except for those mentioned in Pre-Qualification Envelope, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in our bid documents, other than those stated in the deviation schedule in Pre-Qualification Envelope, shall not be given effect to.

3. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

4. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Bid Document. The bid price at which the contract is awarded shall hold good for entire tenure of the contract. These prices are indicated in the subsequent sub-sections of this Section.

5. CONTRACT PERFORMANCE GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the Bid Document.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:

Annexure 9: Maintenance Requirements

1. Landscape Maintenance

- (i) The Concessionaire shall maintain all the plantation, trees, lawns, seasonal plants within the site, pathways, boundary wall etc. in excellent condition by manuring, watering, pruning, spraying insecticides etc. periodically.
- (ii) For maintaining of gardens the Concessionaire shall provide all the necessary expertise, skilled and unskilled labour force. The Concessionaire shall appoint a full time person as manager/coordinator for gardening activities who has knowledge and required qualification in gardening.
- (iii) Concessionaire is encouraged to use non-polluting devices like rakes and brooms when feasible. GMC/GSCDCL prefers that blowers and other power equipment are low-decibel, low-fossil fuel consumption, and low-emissions models.
- (iv) General practice guidelines for materials and execution:
 - a. Watering of planting areas as required to ensure active growth. Keep areas moist but not saturated. Regulate watering as necessary to avoid erosion and gulling.
 - b. Planting areas should be kept free of weeds and undesirable grasses through daily weeding if required.
 - c. Inspection all plants, including lawn, for disease infestation or insect attack should be done weekly. Treat affected plant materials immediately with appropriate fungicide or insecticide until complete recovery.
 - d. Damaged or diseased growth from trees, shrubs and groundcovers should be removed.
 - e. Re-staking, straightening, tightening, repairing and stakes to proper and upright position for any plants that are not in their proper growing position should be done.
 - f. If certain areas of the lawns and ground covers have not uniformly or properly established, the area should be replant immediately with the same plants. The plant materials must be maintained to ensure healthy and active growing condition.
 - g. Pruning of trees should be done to establish desired form, habit and appearance.
 - h. Records of maintenance procedures including manpower, description of tasks, fertilizers, irrigation, etc. should be maintained.
- (v) Turf Edging And Trimming-
 - a. Mechanically trim all landscape turf edges every other mowing. Edges include all formal lawn perimeters and tree wells in lawn areas. Twice annually redefine all formal lawn edges with a mechanical blade-type edger or hand spade. Clean debris from hardscape and non-turf landscape areas, remove larger debris.
 - b. Trim all formal lawn areas that cannot be reached by a mower every other mowing. Areas to be trimmed include any lawn adjacent to poles, signs, bollards, trees, walls and all other

- obstacles. Perform trimming to the same height as mowing. Clean debris from hardscape and non-turf landscape areas, remove larger debris.
- c. Concessionaire is responsible for any damages incurred as a result of trimmer and edger damage to trees and shrubs and must repair or replace any such damage at no cost to GMC/GSCDCL.

Table 1: Routine landscape maintenance work schedule

| | |
|--|--|
| Watering | Check all planting areas, tree pits and water as often as necessary to ensure that planting medium does not dry out. |
| Weeding | Fortnightly |
| Edging | Monthly |
| Composting | Once every 3 months. Water thoroughly after the application. |
| Mulching | a) Trees/ Palms-Once every 3 months b) Shrubs-Once every 3 months |
| Loosening of soil | Monthly |
| Control of pest by applying appropriate insecticides | Fortnightly for preventive control. Follow manufacturer's recommended dosage for afflicted plant |
| Control of disease by applying fungicides | Monthly, increasing the frequency to fortnightly during rainy season. |
| Grass cutting | Fourteen (14) days interval for Cow grass / Carpet grass |
| Pruning and shaping | Once every six months for small trees/palms and low sagging branches |
| Trimming Shrubs/ Groundcovers | Monthly or as and when required. |
| Top dressing for turf / shrubs | Monthly, and until the soil is level. |
| Removal of dead leaves in landscape areas | Daily |

Table 2: Routine landscape maintenance work schedule details

| Particulars | Weeding/ Tillage | Pruning | Insecticides/Fungicides/Anti termite |
|-------------|------------------|----------------|---|
| Trees | Once in a month | Once in a year | Once in months or on occurrence of insect pest and diseases |

| | | | |
|--------------------|---|---|--|
| Palms | Once in a month | Hardly required pruning. done whenever required | Once in months or on occurrence of insect pest and diseases |
| Shrubs/ Climber | Once in a month | Once a year | Once in months or on occurrence of insect pest and diseases |
| Hedges | Once in a month | Monthly in summer and rainy season and one time in two months in winter season | Once in months or on occurrence of insect pest and diseases |
| Groundcovers | Once in a month | Do not require much pruning. Excessive growth, especially during the rainy season should be controlled by cutting back areas encroached by wayward growth | Once in months or on occurrence of insect pest and diseases |
| Lawns | Lawn aeration should be done once in a year. Weeding once in a month | Mowing operation is done. In summer and rainy season mowing is required at an interval of 7- 10 days whereas during spring season it is done at 15 days interval and during winter monthly rotation of mowing is followed. Grass should not be allowed to grow more than 2- 3 cm in height during any season. | On occurrence of insect pests and diseases |
| Remarks | Tillage operation is important to maintain the soil aeration, texture and drainage. Weeding is necessary as the weeds compete with plants and take up all the water, nutrients and space. | Two-third of the plants overall canopy should be pruned; not more than that. Sharp pruning instruments should be used. | Physical removal of infected part if possible should be done. Application of insecticides and fungicides should be done according to the instruction provided. |

(vi) Trees, Shrubs, Vines and Groundcover Pruning

Pruning must only be performed by trained personnel in accordance with accepted horticultural practices. Prune to enhance the natural growth and shape of plant materials and intended function of the planting. Plantings are designed to grow together and to the edges of the beds to minimize weed infestation and maximize

water conservation. Shearing is only permitted for formal hedges. Prune back branches as needed when interfering with walks, signage, utilities, security/safety visibility, site lighting. Prune dead and broken branches quarterly and more frequently as required.

2. Housekeeping

- (i) All the hardscape, softscape, furniture, pathways, seating ,water bodies, toilets, benches, open gym and play equipment on the site premises should be clean at any given time.
- (ii) Catalogue of services include
 - Cleaning of floors, walls and roofs of covered and semi-covered areas
 - Dusting of furniture
 - Cleaning of windows panels, doors
 - Cleaning of fixture and fitting
 - Cleaning of public toilets
 - Cleaning of trash bins
 - Cleaning of graffiti
 - Special arrangements before and after an event
 - Maintenance of cleaning equipment and materials
- (iii) The expected standard after cleaning and waste collection is:
 - All low level surfaces should be free from removal dust.
 - All fixtures and fittings should be free from dust and debris up to normal cleaning height.
 - Floor should be free from dust and debris.
 - All waste receptacles empty.
- (iv) General Instructions:
 - The initial sweeping and mopping of all the areas shall be completed by 9.00 a.m. on all working days

Table 3: Routine housekeeping work schedule

| Service | Description | Frequency |
|-----------------------|---|-------------|
| Cleaning and sweeping | All floor areas. All furniture should be free from dust and smears. | Twice Daily |

| | | |
|-----------------------------------|---|--|
| Cleaning of toilets | Toilets (inc seat and cistern), basins, showers and baths are free from dirt and smears. Vanity units, shelves, dispensers, mirrors, fixtures and fittings are free from dust and dirt. Floor is free from dirt and debris. | Every hour daily. More frequently during events. |
| | Dispensers soap and necessary cleaning items are replenished. | As required. Monitored weekly |
| | Bins to be emptied | Daily |
| Cleaning of trash bins | The wastes to be well segregated in terms of wet /dry, recyclable/degradable and disposed as per the national Swachh Mission standards. | Bi weekly |
| Cleaning of fittings and fixtures | | monthly |

(v) Toilets

- The toilets should be cleaned at every hour from 6.00 A.M. to 10.00 P.M. daily.
- Fixtures including toilets and sinks are free of streaks, soil and stains and soap scum.
- Mirrors and windows are free of dust and streaks.
- Dispensers are free of dust, soiling and residue and replaced/replenished when empty.
- Waste is disposed of appropriately on a daily basis.
- Provisioning of soap, toilet paper, hand towel/dryer, sanitary pads dispenser, dustbins, and other necessary items.
- Toilet bowls, urinals and adjoining areas should be cleaned with disinfectant on a daily basis, and the use of acid-based disinfectants should be avoided. • Toilet floors should be kept dry to the extent possible/feasible.

3. Waste Management

- (i) Daily collection and removal of all garbage [including waste collected as a result of landscaping, construction / repair work carried out on the site] and its disposal in a hygienic manner, including dumping at municipal designated garbage dustbin periodically using truck/dumper. Any kind of garbage should not be dumped on the site.
- (ii) A strategy needs to be in place to ensure proper management of waste generated and reduction of waste through recycling and reusing.
- (iii) The practice should comply with the guidelines and SOP of Swachh Bharat Mission
- (iv) Types of waste generated
 - a. Bio-degradable (dry) waste {green waste, food waste, paper waste, biodegradable plastics}
 - b. Bulk garden and horticulture waste including recyclable tree trimmings,
 - c. All other non-biodegradable (dry) waste{recyclable and non-recyclable} Management of Waste
- (v) Bio-degradable Solid Waste should ideally be composted on site. However, if not composted by the generator, the Municipal body shall collect the bio degradable waste from inside the project area keeping with their duties of Garbage collection.
- (vi) Bulk garden and horticultural waste shall be kept un-mixed and composted at source. The concerned officer shall notify Instructions/ guidelines with regard to pruning of trees and storage and delivery of tree trimmings including collection schedules.
- (vii) All other Non-biodegradable ("Dry") waste – both recyclable and non-recyclable – shall be stored and delivered by every generator of waste to the dry waste Collection vehicle. Burning of waste: Disposal by burning of any type of solid waste is prohibited.
- (viii) The Concessionaire must ensure that visitors to the project site do not throw any waste on the jogging/walking tracks, footpaths, open spaces, drains or water bodies and instead store the waste at source of waste generation in two bins/bags, one for food waste/bio-degradable waste and another for recyclable waste such as papers, plastic, metal, glass, rags etc. (as under):
 - a. Types of Wastes to be put in the Bin Meant for Food Wastes & Bio-degradable Wastes
 - Food wastes of all kinds, cooked and uncooked, including eggshells, bones.
 - Flower and fruit wastes including juice peels and fruit drops
 - b. Types of Recyclable and Other Non-Bio-degradable Wastes to be Kept Separately:
 - Paper and plastic, all kinds
 - Cardboard and cartons
 - Packaging of all kinds
 - Glass, all kinds

- Metals, all kinds
 - Rags, rubber, wood
 - Foils, wrappings, pouches, sachets and tetrapacks (rinsed)
 - Cassettes, computer diskettes, printer cartridges and electronic parts
 - Discarded clothing, furniture and equipment
- c. Animal waste such as pet excreta, bird droppings should not be disposed off in the dustbins, instead should be disposed of in suitable manner as per extant guidelines

(xi) Quality Auditing Systems

A System will be put in place by the Concessionaire for regular housekeeping regime.

- The Concessionaire shall be required to use a daily checking system (DCS) which is electronic or manual to carry out cleaning inspections.
- A minimum monthly inspection (quality assurance audit) of Site and the structures will be carried out by the Concessionaire. The reports of the monthly inspections will be provided and where necessary discussed in the Monthly Meeting.
- A complaint log and or help desk will be maintained by the Concessionaire to ensure they are followed up appropriately and effective communication with the Authority.

4. Site Security

- (i) As part of the provision of manned guarding, the Concessionaire is to undertake internal and external patrols on the site thrice each day.
- (ii) Patrolling security guards will conduct their duties to provide a roaming manned security service to all public, service and utility areas.
- (iii) The patrolling security guards will be the first line of response to any emergency reported across the site. All patrolling security guards will be trained in first aid, basic fire training and traffic management.
- (iv) Concessionaire shall provide the photo-identity cards to the persons deployed on the site. These cards are to be constantly displayed and their loss reported immediately.
- (v) The agency shall maintain records of inwards and outwards movement of people including the security guards, visitors and other staff on the site.
- (vi) Security Personnel conducting random patrols must, as a minimum requirement:
 - a. Ensure that secure areas are locked after hours and only authorized vehicles and pedestrians enter.
 - b. Investigate, identify and endeavor to remedy the causes behind triggered alarms
 - c. Conduct random and regular patrols of the site, altering routes and timings of the random patrols.
 - d. Help co-ordinate the evacuation of areas when required.
 - e. Assist when the security state is heightened.
 - f. Arrange after-hours access to authorized persons, and escort where necessary.
 - g. Record any maintenance, cleaning or site operational issues observed that may impact on the public realm during their duties.
 - h. Randomly inspect safety equipment such as fire hydrants and extinguishers.
 - i. Co-ordinate and supervise after hours deliveries in common areas.
 - j. Complete, on request from the PSCDCL, any additional requests or tasks.
- (vii) If Security Personnel discover individual(s) conducting any suspicious activity, they should;
 - a. Question, in a polite manner, suspicious persons, requesting photographic ID;
 - b. Note registration numbers of suspicious vehicles;
 - c. Contact the relevant police if any criminal activity has occurred, is occurring, or may reasonably be expected to occur.
- (viii) The minimum generic standards required for all security guards are as follows:
 - a. Medically fit to undertake the duties;

- b. Security vetted to ensure that they do not have any criminal convictions (other than minor traffic offences);
- c. Able to understand instructions given in the Marathi / Hindi language;
- d. The ability to converse with clients and visitors in the Marathi / Hindi language;
- e. The ability to give instructions in the English language in the event of an emergency situation;
- f. Trained in the use of fire extinguishers CO2, Dry Powder and fire hose reels;
- g. Control mannerisms or hand gestures while speaking to others. Always maintain a calm and civil attitude;
- h. Remain at their post until properly relieved and to contact the security supervisor if not relieved on time;
- i. Personal integrity;
- j. Respect all religions, nationalities, caste and gender;
- k. Will not smoke in uniform in public;
 - No reading of newspapers or magazines whilst on duty;
 - Guards will not eat or drink in public. All meals and rest breaks are to be taken in the allocated room or area;
 - Will not remove goods or property from site without having the permission of the Client;
 - Will not accept any gratuities/gifts, monetary or otherwise from anyone under any circumstance

Table 4: Routine security work schedule

| Service | Description | Frequency |
|--------------------------|--|----------------------------------|
| Security and Site Safety | Internal and external patrols of the development | Daily with a fixed time interval |
| | Record any maintenance, cleaning or site operational issues observed that may impact | Weekly |
| | Randomly inspect safety equipment such as fire hydrants and extinguishers | Monthly |
| | Ensure that secure areas are locked after hours and only authorized vehicles and pedestrians enter | Daily |

5. E & M Services, drainage and water supply system
(Carpenter, Electricians and Plumbers)

(i) The scope of work includes and terms & conditions would be as follows:

- a. Maintenance and minor repairs of all electrical and plumbing fitting installed at the site excluding major repairs, which involves major civil works.
- b. Minor repairs of furniture items including fitting of glass window, iron mesh etc. and shifting of furniture/equipment etc. within FSI Complex.

(ii) Any other related services as being required from time to time.

(iii) Plumbing:

- a. Plumbing services are provided to ensure the infrastructure on site is properly installed and maintained to specific requirements and standards.
- b. Plumbing infrastructure includes sanitary, trade waste and storm water drainage systems; potable water reticulation; water supply for fire services; maintenance of all in-ground water mains and reticulating systems through the site and structures including sanitary fixtures;
- c. Repair and maintenance of plumbing components such as UGWT valves, traps, thermostatic mixing valves,
- d. Repair and maintenance of fire service reticulation and fire-fighting fixtures;
- e. Repair and maintenance of sewage and storm water reticulation systems and fittings.
- f. General maintenance practice guidelines:
 - The agency must also submit an elaborate work schedule with manpower deployment scheme for the different services mentioned above with as accurate an estimate of the various chemicals, consumables, instruments and equipment's proposed to be used for the satisfactory discharge of the required services.
 - Provide 24 hour per day, 7 days a week emergency response to immediately replace or repair broken, damaged or inoperable irrigation components which pose damage or safety hazards to persons or property. Prepare Proposals for all other repair or replacement work.
 - All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the Authority. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from GMC/GSCDCL.
 - Replacement of system components shall be the same manufacturer and model as original equipment, or better as authorized by GMC/GSCDCL
 - Redline all irrigation repairs or renovations which represent changes to the existing irrigation on current record drawing prints and submit to GMC/GSCDCL.

Table 5: Routine E&M work schedule

| Service | Description | Frequency |
|-----------------------|---|--|
| Plumbing Drainage and | Repair and maintenance of plumbing components such as UGWT, valves, traps, thermostatic mixing valves, RPZ devices, heat exchange devices and water heaters | Regular weekly checks of connections. Repairs as per regular checks and requirements |
| | Repair and maintenance of fire service reticulation and firefighting fixtures | Routine Check for maintenance once in 1 month. Repairs as per requirement and check. |
| | Repair and maintenance of sewage and storm-water reticulation systems and fittings | Regular weekly checks of connections. Repairs as per regular checks and requirements |

(iv) Electrical Connections

Electrical services are provided to ensure the on-site infrastructure is properly installed and maintained to current code. Electrical infrastructure includes

- High Voltage reticulation;
 - Low Voltage reticulation;
 - Those electrical components considered to be part of the buildings basic electrical wiring.
- a. Maintenance of all in ground and above ground distribution networks owned by PSCDCL/PMC
 - b. Repair and maintenance of electrical components such as lighting, general purpose outlets and other connections and devices onsite.
 - c. Repair and maintenance of fire detection systems; Transformer oil tests;
 - d. Electrical pole and conductor inspections.

Table 5: Routine E&M work schedule

| Service | Description | Frequency |
|------------------------------------|---|--|
| Electrical Components and Services | Maintenance of all in ground and above ground distribution networks and components | Routine checks once in two weeks. Repairs as per requirements. |
| | Repair and maintenance of electrical components such as lighting, general purpose outlets and other connections and devices onsite and fire detection systems | Routine checks once in two weeks. Repairs as per requirements. |

6. Pest Control

- (i) Pest control is to be done in all the areas as per tender document.
- (ii) Pest control is to be done at least four times a month.
- (iii) Only 'A' grade safe material is to be used for the pest control.
- (iv) Pest control is required for mosquitoes, ants, bees, flies, mice, rats, spiders, termites. (v) All the material required for pest control work will be arranged and provided by Service Provider.

7. O&M Committee Responsibilities Schedule

(i) Overall Responsibility

- (a) The specific O&M and revenue contractor is responsible for ensuring compliance to the SOP for the project sites under their jurisdiction. In the case of multiple facilities within the project sites, the responsibility lies with all concerned departments of the Gwalior Municipal Corporation/GSCDCL.
- (b) An O&M Committee is proposed, which will be headed by CEO,GSCDCL. The committee comprised of following members should be set up to monitor and supervise the project sites.
- (c) The committee shall ensure compliance to infrastructure requirements and maintenance standards as per the SOP and SLAs laid out herewith.

8. Assessment

(i) Evaluation Parameters

Following three broad parameters are being proposed here for evaluation/rating the project sites for overall cleanliness and maintenance

- (a) Infrastructure availability,
- (b) Maintenance of project site premises and equipment, and
- (c) Feedback from visitors

| (a) INFRASTRUCTURE SCORE (MAXIMUM 40) | | | | | |
|--|-----------------------------------|-----------------------------|------------------|--|--|
| Boundary wall around project area with entrance /exit gate | In good condition | In broken condition | No boundary wall | | |
| | 4 | 2 | 0 | | |
| Signage prominently Displayed around project area | Yes | Partial | No | | |
| | 4 | 2 | 0 | | |
| Benches/ Seats | Available within every 500 meters | Available every 1000 meters | Not available | | |
| | 4 | 2 | 0 | | |

| | | | | | |
|-------------------------|---|---|--|--|-----------------------|
| Food & beverage areas | Proper multi cuisine (tie up with recognized operators) facilities available for all with at least one disability friendly facility | Proper multi cuisine (tie up with recognized operators) facilities available for all with no disability friendly facility | Only BSNL compound being used as a restaurant area | No F&B space available | |
| | 4 | 3 | 2 | 0 | |
| Dustbins | Colour segregated available within 250 meters | Colour segregated available within 500 meters | No Colour segregated available within 250 meters | No Colour segregated available within 500 meters | No dustbins available |
| | 4 | 3 | 2 | 1 | 0 |
| Waste cartage equipment | Available in adequate number | Available in deficit | Not available | | |
| | 4 | 2 | 0 | | |
| Lighting | Well-lit with adequate and quality fixtures | Inadequately lit with improper fixtures | Improper provision | | |
| | 4 | 2 | 0 | | |
| Water supply provision | Adequate and continuous supply for Drinking, toilet and landscape irrigation. | Inadequate supply for drinking/toilet and landscape irrigation | Unavailability for either of the uses | | |

| | | | | | |
|--------------------------------------|------------------------------------|-------------------------|---------------|--|--|
| | 4 | 2 | 0 | | |
| Composting equipment/ Compost pit | Available | Not available | | | |
| | 4 | 0 | | | |
| Cleaning equipment/ brooms etc | Available in adequate number | Available in deficit | Not available | | |
| | 4 | 2 | 0 | | |
| SUB-TOTAL INFRASTRUCTURE SCORE (A)- | | | | | |

| | | | | | |
|--|-----------------------------------|---------------------------|------------------|--|--|
| (b) Service/Maintenance Score (MAXIMUM 30) | | | | | |
| 1) Cleaning/Housekeeping | | | | | |
| Overall site Cleaning | Swept Daily | Swept periodically | Never Swept | | |
| | 2 | 1 | 0 | | |
| Toilet Cleaning | Cleaned regularly | Cleaned Sometimes | Never Cleaned | | |
| | 2 | 1 | 0 | | |
| Landscape maintenance (pruning, mowing etc) | Maintain ed as per schedule | Schedule not available | Irregular | | |
| | 2 | 1 | 0 | | |
| Dustbins and equipment cleaning | Daily | Weekly | Irregular | | |
| | 2 | 1 | 0 | | |
| Cleaning after special events | Within 24 hours | Within 2 days | Within week | | |
| | 2 | 1 | 0 | | |
| 2) Utilities | | | | | |
| Toilet Water Availability | Available | Irregular supply | Not Available | | |

| | | | | | |
|---|--|--|-----------------------------|--|--|
| | 2 | 1 | 0 | | |
| Drinking Water Facility | Available within project site | Irregular supply | Not Available | | |
| | 2 | 1 | 0 | | |
| Landscape Irrigation water availability | Available within project site | Irregular supply | Not Available | | |
| | 2 | 1 | 0 | | |
| Surface water/storm water runoff | Well drained | Insufficient capacity | Improper maintained | | |
| | 2 | 1 | 0 | | |
| Lighting fixtures and electric power supply | Maintained as per the schedule | Only repaired when non operational | Not maintained and repaired | | |
| | 2 | 1 | 0 | | |
| General Play equipment, furniture and other facilities as per the theme | Maintained and cleaned regularly | Only repaired when non operational | Not maintained and repaired | | |
| | 2 | 1 | 0 | | |
| Waste Collection from project site | Collected daily | Collected every few days | Not collected | | |
| | 2 | 1 | 0 | | |
| Biodegradable waste processing | Processed at compost pit/equipment inside project site | Sent for composting outside project site | Not composted | | |
| | 2 | 1 | 0 | | |

| | | | | | |
|-------------------------------------|---------------------|--|-------------|--|--|
| Pest control | As decided schedule | Irregular and improper | Not done | | |
| | 2 | 1 | 0 | | |
| 3) Security | | | | | |
| Security guards with proper uniform | Full time | Unavailable in breaks (lunch/shift change etc) | Not present | | |
| | 2 | 1 | 0 | | |
| SUB-TOTAL MAINTENANCE SCORE (B)- | | | | | |

| | | | |
|---|---|--------------------------------------|--------------------------------------|
| (c) Feedback Score (MAXIMUM 30) | | | |
| Project site /Grounds Maintenance | Well maintained | Not upto required standards | Poorly maintained |
| | 6 | 3 | 0 |
| Availability and cleanliness of toilet facilities | Sufficient numbers of clean toilets available for use | Sufficient number but not cleaned | Not enough numbers available for use |
| | 6 | 3 | 0 |
| F&B equipment maintenance | Well maintained and safe for children | Not upto required standards | Poorly maintained |
| | 6 | 3 | 0 |
| Availability of seating | Sufficient numbers available for use | Not enough numbers available for use | Adequate but note maintained |
| | 6 | 3 | 0 |

| | | | |
|-------------------------------|-------------------|--|------------|
| Project site /Ground lighting | Well-lit at night | | Poorly lit |
| | 6 | | 0 |

(ii) Scoring Category And Framework:

The total score obtained by the Concessionaire will comprise of the score for each of the three parameters mentioned at “a to c” above. The combined percentage score will be considered for deciding the achievement of targeted requirements and will also be the basis for penalty as described below:

Scoring Framework:

| Score range (Rounded off to the next higher no.) | Performance Category | Remarks |
|---|----------------------|--|
| 85% and above | A | Target level of acceptable performance |
| 70% – 84% | B | Improvement required |
| 69% and below | C | Unacceptable level of performance |

(iii) Penalty Clause:

Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Authority, it will be brought to the notice of the Concessionaire by the Authority. If no action is taken immediately, the Authority shall levy the penalty as mentioned below:

Penalty criteria for the scores based on the scoring category.

| | Penalty Criteria | Penalty charges |
|---|--|---|
| 1 | 2 consecutive scores in performance category B and C | 5% of the quarterly lease rental commitment to GSCDCL. |
| 2 | 3 or more times scores in category B within an year | 10% of the quarterly lease rental commitment to GSCDCL. |
| 3 | 3 or more times scores in category C within an year | 15% of the quarterly lease rental commitment to GSCDCL. |

(iv) Gap Assessment

Apart from assessment as described above, a periodic assessment of infrastructure gaps is also essential in order to maintain the standards of sanitation and cleanliness of the sets. The below format acts as a guide to the same. The same shall be mentioned in the monthly inspection reports.

| Sr No | Parameter | Standard | Actual |
|-------|---|--|--------|
| 1 | Cleaning equipment (brooms, bins, gloves, cleaning detergent etc) | 1 set per cleaning staff + 1 standby | |
| 2 | Gender-segregated, disabled friendly toilets | Every 500 metres | |
| 3 | Light bulbs and switch | One for each toilet seat (fused bulbs to be changed immediately) | |
| 4 | Doors and latches in toilets | One door with functional latch for every toilet seat | |
| 5 | Wash basin with mirror | At least one in each toilet block | |
| 6 | Colour-segregated dustbins | Placed every 250 metres | |

(v) Inspection framework and tasks

(a) Periodic Inspection

The Concessionaire shall have a well-developed schedule and dedicated team of supervisors to perform daily / weekly and monthly Inspection. The Monthly Inspection report comprising of Daily and weekly updates should be submitted to the Authority every month.

- Daily Inspection

| Sr. No. | Area & Activity |
|---------|---|
| 1 | Check if all jogging tracks, walking lanes, lakes / ponds, fallen leaves and flowers have been cleaned / swept and waste removed appropriately. |
| 2 | Check if all Dustbins have been emptied and cleaned. |
| 3 | Check if cleaning and scrubbing of toilets, wash basins, sanitary fittings, glasses & mirrors and toilets floors has been done. |
| 4 | Check if grass mowing and hedge clipping has been done. |
| 5 | Check if toilets are clean and dry, and all fixtures (light bulbs, wash basin, exhaust fans) are functional |
| 6 | Check if cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. has been done properly Check below water level and under rims including areas at hinges and cistern handles. Check if restock of toiletries, including Liquid hand soap, Toilet paper, air freshener, and Sanitary Cubes and Naphthalene balls in toilets has been done. |
| 7 | Check if one maintenance staff is present in front of every toilet. |
| 8 | Check if waste has been removed from project area premises. |

- Weekly Inspection

| Sr.N o | Area & Activity |
|--------|--|
| 1 | Check all daily reports since past week for compliance. Check all items as outlined in daily inspection report during weekly inspection as well. |
| 2 | Check past 3 weekly reports for areas identified for improvement/ corrections and check if the same have been addressed. |
| 3 | Check if storm fallen trees have been removed. |
| 4 | Check if all signage have been cleaned. |
| 5 | Check and remove all dry branches of shrub plants |

- Monthly Inspection

| Sr.N o. | Area & Activity |
|---------|--|
| 1 | Check all daily and weekly reports since last month for compliance. Check all items as outlined in daily and weekly inspection report during monthly inspection as well. |
| 2 | Check past 3 monthly reports for areas identified for improvement/ corrections and check if the same have been addressed. |
| 3 | Conduct self-evaluation as per parameters given in page 4 of this SOP. Identify areas of improvement and delineate action items. |
| 4 | Conduct infrastructure gap assessment (as outlined previously in this document) and identify action items (can be done quarterly as well, depending on need). |

| | |
|----|---|
| 5 | Repair/paint all grills, walking paths, boundary walls, fitting and fixtures in toilets and other areas in the project area, signage, gates, etc. |
| 6 | Repair water body / sprinkler system, compost machine as required |
| 7 | Check and remove all dead trees in the project areas |
| 8 | Check all major infrastructural items and fittings to ensure they are in good condition. |
| 9 | Check roster/daily register of housekeeping staff to see that the deployment is adequate and timely. |
| 10 | Ensure proper disposal of good earth, manure, sand etc. |