

Jhansi Smart City Limited



National Competitive Bid (NCB)

Bid Reference No: JSCL/ACEO/23-24/2693

Online Bidding System

Bid Document for

“Selection of Vendor for Operation of Laxmi Taal in
Jhansi City”
(Under Smart City Mission)

February - 2024

Jhansi Smart City Limited, Jhansi

Address: - Jhansi Smart City Limited Office, Municipal Corporation Office,
Near Elite Circle, Civil Lines,
Jhansi (Uttar Pradesh) INDIA
E-mail : jhansismartcityltd@gmail.com

Index

S. No	Section	Page No.
1	Notice Inviting Bid	03
2	Scope of Works	10
3	Section I - Instructions to Bidders	13
4	Section II - Bid Data Sheet (BDS)	19
5	Section III – Qualification Criteria	
6	Section IV - Bidding Forms	
7	Section V- Conditions of Contract	
8	Section VI - Bill of Quantity (attached separately)	

1. Short Tender Notice



JHANSI SMART CITY LIMITED
(An initiative of GoI, GoUP& ULB)

Address: - Jhansi Smart City Limited Office,
Municipal Corporation Office, Near Elite Circle, Civil Lines,
Jhansi (Uttar Pradesh) INDIA
CIN: U75230UP2016SGC087873
E-mail: jhansismartcityltd@gmail.com



Online bidding system

NIT No.: JSCL/ACEO/23-24/2693

Date: 07th February 2024

Jhansi Smart City Limited (JSCL) Jhansi invites online bids through e-procurement portal <https://etender.up.nic.in> from eligible bidders in accordance with the National Competitive Bidding.

S. No.	Name of Work	Earnest Money (Rs.)	Tender Fee payable to CEO, JSCL, Jhansi	Period of engagement
1	"Selection of Vendor for Operation of Laxmi Taal in Jhansi City"	Rs.3,00,000/-	Tender Cost: Rs. 2360/- (Rs. 2000/- + GST @18%)	10 years

1. Detailed NIT & Bid Documents shall be downloaded at the websites <https://etender.up.nic.in>
2. Pre-bid Meeting: 19th February 2024
3. The last date of bid submission: 26th February 2024
4. JSCL reserves right to reject any or all Tenders and/ or cancel/ annul/ keep in abeyance the Tendering Process.
5. Any subsequent addendum/corrigendum shall be published only at the websites <https://etender.up.nic.in> only.

Chief Executive Officer
Jhansi Smart City Limited

Copy to for information please:

1. Chairperson SPV/JSCL
2. Times of India (English Edition)
3. Nav Bharat Time (Hindi Edition)
4. Dainik Bhaskar (Hindi Edition)

Chief Executive Officer
Jhansi Smart City Limited

2. DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the JSCL, Jhansi Smart City Limited (here forth referred to as JSCL in this document) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the JSCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the JSCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the JSCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The JSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The JSCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bidding Process.

The JSCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The JSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the JSCL is bound to select a Bidder or to appoint the Developer, as the case may be, for the Project and the JSCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the JSCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the JSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process

Chief Executive Officer,
Jhansi Smart City Limited, Jhansi

3. Detail Tender Notice



JHANSI SMART CITY LIMITED
(An initiative of GoI, GoUP& ULB)



Address: - Jhansi Smart City Limited Office, Municipal Corporation Office,
Near Elite Circle, Civil Lines, Jhansi (Uttar Pradesh) INDIA
CIN: U75230UP2016SGC087873
E-mail: jhansismartcityltd@gmail.com

Online bidding system

NIT No. : JSCL/ACEO/23-24/2693

Date: 07th February 2024

Notice inviting online bids for
“Selection of Vendor for Operation of Laxmi Taal in Jhansi City”

Jhansi Smart City Limited (JSCL) Jhansi invites unconditional online fixed rate open e-tenders/ bids through e-procurement portal <https://etender.up.nic.in> from eligible bidders in accordance with the National Competitive Bidding (NCB) with SINGLE STAGE – TWO ENVELOPE bidding procedure for following works.

Chief Executive Officer
Jhansi Smart City Limited

Name & Address of the Procuring Entity	Chief Executive Officer Jhansi Smart City Limited, Jhansi Municipal Corporation Office, Near Elite Circle, Civil Lines, Jhansi – 284001 (Uttar Pradesh) INDIA
Subject Matter of Procurement	Selection of Vendor for Operation of Laxmi Taal in Jhansi City
Period of Engagement	10 Years
Bid Procedure	Single-stage: Two Envelopes, (online bidding system only)
Bid Evaluation Criteria (Selection Method)	Highest Cost Selection (HCS) Bidder proposed to pay Highest Rent per month to JSCL shall be Selected
Eligibility Criteria	As detailed in bid documents.
Websites for downloading Bidding Document and submission of Bid	https://etender.up.nic.in

<p>Cost of Bid Document (Non-Refundable)</p>	<p>Bidding document fee (Non-Refundable): Rs. 2360/- (Including GST @18%) (Rupees Two Thousand Three Hundred Sixty Only) which shall be deposited online through Net Banking/ RTGS/ NEFT (Bank Detail is given below). <u>Scan copy of the Receipt of the deposit with Transaction No., date, Name of Bank & Branch, Account No. shall have to be uploaded in e-procurement portal “https://etender.up.nic.in” at the time of Bid submission.</u></p>
<p>Bid Security/EMD (Refundable – Only Principal Amount)</p>	<p>Rs. 3,00,000/- (Rupees Three Lakh Only)</p> <p>Which shall be deposited online through Net Banking/ RTGS/ NEFT (Bank Detail is given below) OR by Providing Bank Guarantee in Favour of “Jhansi Smart City Limited” OR Fixed Deposit in Favour of “CEO Jhansi Smart City Limited”</p> <p>Scan copy of the Receipt of the deposit with Transaction No., date, Name of Bank & Branch, Account No., Shall have to be uploaded in e-procurement portal “https://etender.up.nic.in” at the time of Bid submission.</p> <p>Scan Copy of the original Bank Guarantee to be uploaded.</p> <p>No interest is payable to the Bidders on Bid Security deposited with the Bid Inviting Authority for the Bid.</p>
<p>Validity of Bid Security/ EMD</p>	<p>225 days from Last Date of Bid Submission</p>
<p>Bank Detail for Depositing Cost of Bid Document and Bid Security through Net Banking/ NEFT/ RTGS</p>	<p>Account details are provided herewith for the purpose of depositing Tender Fee and Bid Security only : Name of Beneficiary : Jhansi Smart City Limited Bank : Punjab National Bank, Jhansi City (U.P.) – 284002 Branch Code : 0229 Current A/c. No. : 0294001100000845 RTGS/ NEFT/ IFS Code : PUNB0022900</p>
<p>Date & Time of Downloading bid Document</p>	<p>12.02.2024 (16:00 Hrs)</p>
<p>Last Date of sending Queries/ Clarifications.</p>	<p>17.02.2024 (17:00 Hrs)</p>
<p>Date of Pre-Bid Meeting</p>	<p>19.02.2024 (11:30 Hrs)</p>
<p>Bid Document Submission End Date and Time</p>	<p>26.02.2024 (18:00 Hrs)</p>
<p>Technical Bid Opening Date & Time</p>	<p>27.02.2024 (11:00 Hrs)</p>
<p>Date/Time/ Place of Financial bid Opening</p>	<p>Will be Intimated to the Technically Qualified Bidders</p>
<p>Bid Validity.</p>	<p>225 Days from the bid submission deadline</p>
<p>Note:</p> <p>1. Bidders (authorised signatory) shall submit their offer (both for technical and financial proposal) at e-tendering portal of https://etender.up.nic.in in electronic format with Digital Signature.</p>	

2. However, RTGS/ NEFT/ /Bank Guarantee for **Earnest Money** will also be submitted physically in original at the office of Jhansi Smart City Limited, within 5 days of expiry of the deadline of bid submission. Scanned copy of BG/RTGS/NEFT must be uploaded along with the technical Bid/ cover. **The bidder has to provide hard copy of his bid in JSCL office within 5 days of expiry of the deadline of bid submission.**
3. It is mandatory for all the bidders to have Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed Certifying Agency to participate in e-tendering of UP Govt. / JSCL.
4. In addition to above, the scan copies of the following documents should also be uploaded along with the technical Bid/ cover:
 - i. Letter of Technical Bid.
 - ii. Power of Attorney for appointing authorized representative.
 - iii. Joint Venture Agreement, if applicable
 - iv. GST Registration certificate
 - v. PAN Card.
 - vi. Past work experience certificate
 - vii. License of Life Saving Techniques (Water Sports Operator) as per requirements of Water Tourism and Adventure Sports Policy – 2023 of Government of U.P.
 - viii. Certificate of association/ agreement with operator having valid certificate mentioned in above point vii and consent letter of operator to provide services for the works related to water sports as per RFP, if applicable
5. If the Bidder is found ineligible after opening of tenders, his tender shall become invalid, and cost of tender document shall not be refunded.
6. This is **Fixed Rate Tender**, Bidder must ensure to quote single fixed rate. The column meant for quoting rate in figures appears in Sky Blue colour. The Rate shall be quoted up to 2 Decimals. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”. Therefore, if any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as “0” (ZERO).
7. **No Clarification will be sought in case of non-submission of Cost of tender document or EMD of requisite amount. In such cases the bid shall be rejected out rightly without seeking any further clarification/document.**
8. Any subsequent addendum/ corrigendum shall be published only at the websites <https://etender.up.nic.in> and will not be published in newspapers.
9. Certificates of Subsidiary/ Group Companies:
Any company / firm while submitting tender can use the work experience of its subsidiary company
10. In case there is a holiday on the day of opening of bids, activities assigned on that date shall be carried out on the next working day.
11. Before electronically submitting the bids, Bidder must ensure that all the bid documents including conditions of contract are digitally signed by the bidder and attached with the Bid.
12. All the information/ data required for the Bid must be filled in, digitally signed and submitted online. **However hardcopy to be submitted in JSCL office within 5 days of expiry of bid submission deadline.**
13. All documents/papers uploaded/submitted by the bidder must be legible.
14. Department/ Company will not be responsible for delay in submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
15. All the prospective bidders are encouraged to visit the work sites and bid documents are studied thoroughly.
16. The procuring entity reserves the sole right to cancel the bid process and reject any or all of the Bids without assigning any reason.
17. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
18. The intending Bidder must read the terms and conditions of this Bid carefully. He should only submit his tender/ Bid if he considers himself eligible and he is in possession of all the documents required.

- Information and Instructions for Tenderers posted on Website(s) shall form part of Tender Document.
19. Those intending Bidders/ contractors are advised to acquaint themselves with the procedure/ steps to be followed for online submission of Bids from e-procurement website <https://etender.up.nic.in> before online of Bids.
 20. No conditional bids shall be accepted and such bids shall be summarily rejected forthwith.
 21. **Bids shall be treated as non-responsive if:**
 - (i) **Bid is not accompanied with an acceptable “bid security” (with validity for a period of not less than 225 days from the last date of Bid Submission OR bid is not accompanied with applicable tender fees**
 - (ii) **Bid is not accompanied by “Letter of Bid – Technical Part”.**
 22. Uploaded documents of valid successful bidder will be verified with the original documents before signing the Agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent through registered post/ Speed Post. /e-mail.
 23. Canvassing in connection with the tender is strictly prohibited, and such canvassed tenders submitted by the Bidder will be liable to be rejected and his earnest money shall be forfeited.
 24. Any bidder who is having criminal record is not allowed to participate in the bidding process. In addition to this Black listed / Debarred Company/ Firm is also not allowed to participate in this bid. Any Bidder who is registered with the state bar council is not allowed to participate in the bidding process. The provisions of Uttar Pradesh Procurement Manual and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the *Act *and Rules thereto, the latter shall prevail.
 25. **Exemption in “Tender document fees” or “Bid Security”:** Exemption is not allowed to any one such as MSME etc.

Chief Executive Officer
Jhansi Smart City limited
Jhansi, Uttar Pradesh

Annexure

Instruction for Online Bid Submission

1. Instructions to the Bidders to submit the bids online through the Public Procurement Portal for e-Procurement at <https://etender.up.nic.in>
2. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the Contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
3. Bidder should register for the enrollment in the e-Procurement site using the “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
4. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
5. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/ TCS/ nCode/ eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/ SmartCard, should be registered.
6. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
7. Bidder may go through the tenders published on the site and download the Tender documents/schedules for the tenders.
8. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
9. **Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.**
10. Bidder may log in to the site through the secured login by the user id/ password chosen during enrolment/ registration and then by submitting the password of the e-Token/Smartcard to access DSC.
11. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the ‘my tenders’ folder.
12. From my tender folder, he may select the tender to view all the details uploaded there.
13. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
14. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule.
15. **The bidder has to select the payment option as per Detail NIT to pay the Tender FEE/ EMD as applicable and enter details of the instruments.**
16. The details of the accepted instrument (RTGS/NEFT/B.G.) physically delivered (Copy of receipt required to be submitted for Net Banking/NEFT/RTGS) should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the submitted bid shall not be accepted or liable for rejection. Hard copy of the Bank Guarantee to be submitted to JSCL with in 5 calendar days of last date of bid submission.

For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Simultaneously, for any further queries, the bidders are advised to send an mail to – jhansismartcityltd@gmail.com

1. Introduction

Jhansi is one of the beautiful cities in Uttar Pradesh. The city is synonymous with the name of Rani Jhansi. The history of Jhansi attracts tourists from all over the world.

In order to attract the domestic and international tourists and also to aim and become first in the state level and national level, there is dire need for promotion of the tourist spots and tourist activities in Jhansi.

2. About Project

Jhansi Smart City Limited has developed Laxmi Taal area to provide enrichment and a memorable experience to citizens of Jhansi and for tourists who want to spend quality time in Jhansi.

Laxmi Taal holds a historical importance surrounded by the temples. Lakshmi Taal is the lake located in old Jhansi, built during early 18th Century, and was the main source of water to the city that flourished within the Fort walls. The Mahalakshmi temple is located on the banks of the lake close to the Lakshmi Gate. Laxmi Taal having an area of 75 acres (approx.) and one 20' tall Bronze Statue of Jhansi Ki Rani Laxmi Bai is placed in the Laxmi Taal over RCC platform which is accessible through boat from boating plaza.

Jhansi Smart City Limited has taken the initiative to improve the Laxmi Taal and introduce several new elements in the area that provides enrichment and a memorable experience for local visitors and tourists who arrive at Jhansi and want to spend time in Jhansi.

Following facilities are provided at Laxmi Taal: -

- 5 meter wide Pathway all around Laxmi Taal
- 4 Nos. Viewing Decks along Pathway
- 2 Nos. Entrance Plaza for entry in to area, one from Laxmi Gate side and other from Narayan Bagh side
- 2 Nos. Parking area are provided for 4-wheeler & 2-wheeler vehicle parking along each Entrance Plaza
- Space for Vending Zone
- Seating Benches along Pathway
- 4 Nos. Parks out which One is developed as a Sensory Park for disabled people
- Public Utilities and Drinking Water Points
- One Boating Plaza
- 2 Nos. Passenger Boats with 10 passenger capacity each
- 2 No. E-Cart with 8 passenger capacity
- Street Lighting

- 24 x 7 CCTV Surveillance
- Space for Advertisement in Parking area only
- Space available for future development after approval from Jhansi Smart City Limited/ Jhansi Nagar Nigam on case to case basis.

3. Revenue Generation and Revenue Share Modal

Looking to the considerable footfall of daily visitors and tourist coming to the Laxmi Taal area as this is placed in the tour circuit of Tourist Electric Vehicle and Tourist Hop-on Hop-off bus service operated through Jhansi Smart City Limited and facilities developed in the area, it is turn out be better revenue generation asset for Jhansi Smart City Limited.

Jhansi Smart City Limited proposed to collect revenue from following:

- Entrance Ticket to Laxmi Taal area
- Parking charges for 4-wheelers and 2-wheelers vehicles
- Riding charges for E-carts
- Riding charges for boats
- Rent from shops in Vending Zone
- Public Utilities user charges
- Rent from space for Advertisement in parking areas only
- Any other revenue generation item which may be added by the operator with approval from Jhansi Smart City Limited/ Jhansi Nagar Nigam on case to case basis

The proposed Revenue Share Modal shall be as under:

- **The Rent of INR 65,000/- per month shall be paid by successful operator to Jhansi Smart City Limited/ Jhansi Nagar Nigam. The rent shall be increased 5% annually.**
- **15% of Gross Revenue collected is minimum to be paid by successful operator to Jhansi Smart City Limited/ Jhansi Nagar Nigam. The bidder offering maximum percentage of Revenue Share will be selected.**

The rate for Entry Ticket shall be Rs. 10/- for visitor above 5 years age which can be increased annually with prior approval of Jhansi Smart City Limited/ Jhansi Nagar Nigam and other charges shall be decided by successful operator in consultation with Jhansi Smart City Limited/ Jhansi Nagar Nigam. Jhansi Smart city Limited/ Jhansi Nagar Nigam has full right to allow discount up to any extent in Entry Ticket as and when required.

Entry fee for ‘Divyangs’ will be free and there shall be no charges for use of ‘Divyang Park’ by Divyang persons.

4. Scope of Work

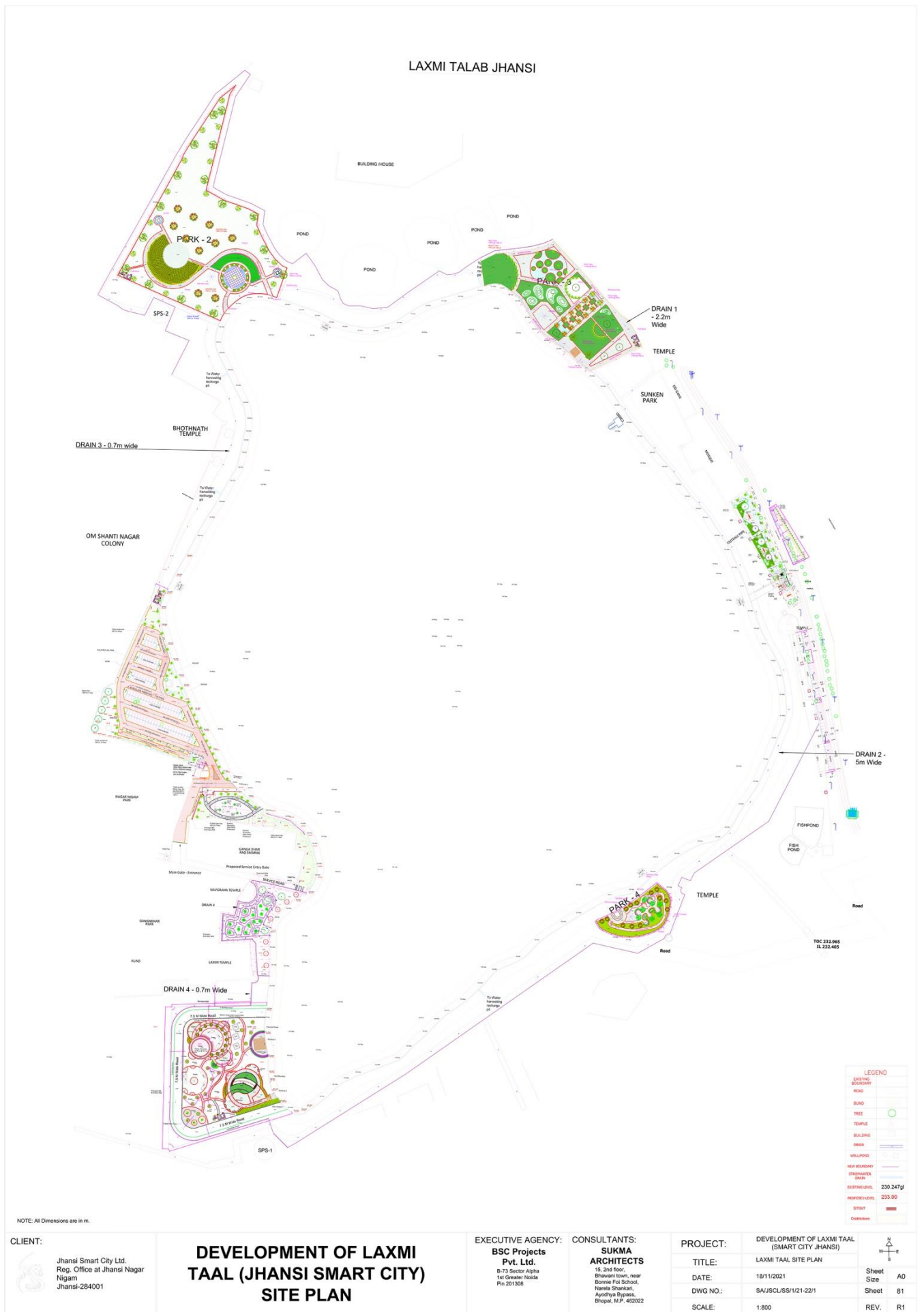
Jhansi Smart City Limited desire to rent out Laxmi Taal area to suitable operator for “Operating Laxmi Taal for 10 Years”.

The Selected Vendor will be required to carry out all activities and perform roles & responsibility to meet the objective of the Engagement. The selected vendor will operate and maintain entire Laxmi Taal area as per terms and conditions mentioned in this RFP.

During Contract Period Selected Vendor shall be responsible for following but not limited to:

- ❖ The Selected Vendor will be required to do Maintenance works includes but not limited to- repair and replacements of all defective items (Civil, Electrical, Plumbing, landscaping, equipment’s like boats etc.) routine maintenance, safety and security of assets and visitors etc.
- ❖ The Selected Vendor will be responsible for following assets/activities and any other activity or asset created under the project.
 - 1) Bund wall & walkway
 - 2) Entrance Plaza
 - 3) Parking & Roads
 - 4) Boating Deck and boats
 - 5) Vendors Space/ vending zone/ kiosks/ carts
 - 6) Viewing Decks
 - 7) Parks and all landscaping works (hardscape and softscape)
 - 8) All electrical/ lighting, plumbing and drainage works
 - 9) Golf Cart/ E-Vehicle
 - 10) Drain & culvert Work
 - 11) CCTV & Surveillance
 - 12) Cleaning of entire Laxmi Taal area
 - 13) Removal of floating waste from Laxmi Taal
 - 14) Other items such as – boats, bridge, cauffer dam, public toilets, water quality maintenance deweeding, desilting & dewatering, lake & drain treatment by biotech microorganisms, fish cultivation and aquatic plantation etc. as directed by Jhansi Smart City Limited/ Jhansi Nagar Nigam.

“Selection of Vendor for Operation of Laxmi Taal in Jhansi City”



Section - I **Instructions to Bidders**

Table of Contents

Sl. No.	Description
A	General
1	Fraud and Corruption
2	Eligible Bidders
B	Contents of Bidding Document
3	Sections of Bidding Document
4	Clarification of Bidding Document, Site Visit, Pre-Bid Meeting
5	Amendment of Bidding Document
C	Preparation of Bids
6	Cost of Bidding
7	Language of Bid
8	Bid Prices and Discounts
9	Currencies of Bid and Payment
10	Period of Validity of Bids
11	Bid Security
12	Format and Signing of Bid
D	Submission of Bids
13	Sealing and Marking of Bids
14	Deadline for Submission of Bids
E	Public Opening of Technical Parts of Bids
15	Public Opening of Technical Parts of Bids
F	Public Opening of Financial Parts of Bids
16	Public Opening of Financial Parts
G	Evaluation of Financial Parts of Bids
17	Comparison of Financial Parts
18	Employer’s Right to Accept Any Bid, and to Reject Any or All Bids
H	Award of Contract
19	Award Criteria
20	Notification of Award
21	Signing of Contract
22	Performance Security

A. General			
1.	Fraud and Corruption	1.1	The Employer requires compliance with the Employer’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the GOI’s Sanctions Framework, as set forth in Section VI.
		1.2	In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Employer to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Employer.
2.	Eligible Bidders	2.1	Joint Venture/ Consortium are allowed.
B. Contents of Bidding Document			
3.	Sections of Bidding Document	3.1	The bidding document consist of NIT, and the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8. A) Notice Inviting Tender B) Scope of Work Section I - Instructions to Bidders (ITB) Section II - Bid Data Sheet (BDS) Section III – Qualification Criteria Section III - Bidding Forms Section IV - Conditions of Contract Section V – Bill of Quantities
		3.2	Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or Addenda/ Corrigendum to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
		3.3	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.
4.	Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	4.1	A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer’s address specified in the BDS or raise its enquiries during the pre-Bid meeting. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the date of prebid meeting. The Employer shall promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 5 and ITB 14.2.

		4.2	The Bidder is advised to visit and examine the Site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
		4.3	The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will himself be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
5.	Amendment of Bidding Document	5.1	At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda/ Corrigendum
		5.2	Any addendum issued shall be part of the bidding document and shall be communicated in writing. The Employer shall promptly publish the addendum on the Employer's web page in accordance with ITB 4.1.
		5.3	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 14.2.
C.Preparation of Bids			
6.	Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
7.	Language of Bid	7.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
8.	Bid Prices	8.1	All duties, taxes, and other levies, cess (including GST) are payable by the Contractor under the Contract, or for any other cause, as on the date of submission of Bids, shall be included in the rates and prices and in the total Bid price submitted by the Bidder.
9.	Currencies of Bid and Payment	9.1	The currency (INR) of the Bid and the currency (INR) of payments shall be the same and shall be as specified in the BDS.
10.	Period of Validity of Bids	10.1	Bids shall remain valid for the Bid Validity period specified in the BDS. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 14.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

	10.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid,
11. Bid Security	11.1	The Bidder shall furnish as part of its Technical Part of its Bid a “Bid Security” as specified in the BDS, in original form in the amount and currency specified in the BDS.
	11.2	If a Bid Security is specified pursuant to ITB 11.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder’s option: Transfer through NEFT/ RTGS/ Net Banking /bank Guarantee in favour of “Jhansi Smart City Limited”
	11.3	If a Bid Security is specified pursuant to ITB 11.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as nonresponsive.
	11.4	If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the Contract and furnishing the Performance Security.
	11.5	The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Security Deposit Security.
	11.6	The Bid Security may be forfeited (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid – Technical Part (b) if the successful Bidder fails to: (i) sign the Contract in accordance with ITB 13; or (ii) furnish a Security Deposit Security.
12. Format and Signing of Bid	12.1	The Bidder shall prepare the Bid, in accordance with this Instruction
	12.2	The original and all copies of the Bid shall be typed and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialled by the person signing the Bid.
	12.3	In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
	12.4	Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.
D.Submission of Bids		

13. Sealing and Marking of Bids	13.1	<p>The <u>Bidder shall submit the bids through e-portal ONLY.</u></p> <p>All the documents required for Technical qualification shall be submitted as per ITB and formats as per Section IV of the RFP documents.</p> <p>Bidder shall submit all the required documents and submit as per the standard procurement procedures of the E-portal “https://etender.up.nic.in’ Only.</p> <p>No data relating to Financial Bid should be submitted along-with Technical Bid.</p>
	13.2	<p><u>Financial Part shall be uploaded in the given format in web portal “https://etender.up.nic.in’ ONLY.</u></p>
	13.3	<p>All the required documents shall be uploaded in the e-portal and Employer shall not have any liability towards the failure in uploading of the documents by the Bidder.</p>
14. Deadline for submission of Bids	14.1	<p>While submitting the bids electronically bidders shall follow the electronic bid submission instructions specified in this tender document.</p>
	14.2	<p>The employer may, at its discretion, extend the deadline for the submission of bids by amending the bidding document in accordance with the ITB 5, in which case all rights and obligations of the employer and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
E.Public Opening of Technical Parts of Bids		
15. Public Opening of Technical Parts of Bids	15.1	<p>The Employer shall publicly open and read out all Bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidders` designated representatives and anyone who chooses to attend. All Bidders, or their representatives and any interested party may attend a public opening.</p>
F. Public Opening of Financial Parts of Bids		
16. Public Opening of Financial Parts	16.1	<p>The Financial Part of the Bid shall be opened publicly in the presence of Bidders` designated representatives and anyone who chooses to attend.</p>
	16.2	<p>The Bidders who’s “FINANCIAL PART” have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p>
G. Evaluation of Financial Parts of Bids		
17 Comparison of Financial Parts	17.1	<p>The Employer shall compare the evaluated costs of all responsive and qualified Bids to determine the Bid that has the highest percentage of revenue share.</p>
18. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids	18.1	<p>The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid Securities, shall be promptly returned to the Bidders.</p>

H.Award of Contract		
19. Award Criteria	19.1	Subject to ITB 18.1, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be of Highest percentage of revenue share.
20. Notification of Award	20.1	Prior to the expiration of the Bid Validity Period or any extension thereof, or upon satisfactorily addressing a complaint, the Employer shall transmit the Letter of Acceptance to the successful Bidder. The Letter of Acceptance shall specify the sum that the Contractor will pay to the Jhansi Smart City Limited for the execution of the contract (hereinafter, and in the Conditions of Contract and Contract Forms, called “the Contract Price”).
21. Signing of Contract	21.1	Promptly upon Notification of Award, the Employer shall send the successful Bidder the Contract Agreement.
	21.2	Within Fourteen (14) days of receipt of the Contract Agreement, the successful Bidder shall sign with date, and return it to the Employer.
22. Security Deposit Security	22.1	Within Fourteen (14) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Security Deposit Security, in accordance with the General Conditions of Contract, using for that purpose the Security Deposit Security, Contract Forms, or another form acceptable to the Employer. If the Security Deposit Security furnished by the successful Bidder is in the form of a Deposit through eGRAS; or Bank Draft or Bank guarantee. It shall be got verified from the issuing Scheduled Bank under part I&II. Other conditions regarding bank guarantee shall be same as specified in ITB Sub-11.1 [Bid Security].
	22.2	Failure of the successful Bidder to submit the abovementioned Security Deposit Security, or to sign the Contract Agreement shall constitute sufficient <i>grounds</i> for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

Section II - Bid Data Sheet (BDS)

A. General	
	The reference number is: NIT No.JSCL/ACEO/23-24/2693date 07.02.2024 The Employer is: Jhansi Smart City Limited The name of work is: “Selection of Vendor for Operation of Laxmi Taal in Jhansi City”
	e-Procurement System The Employer shall use the following e-procurement system to manage this Bidding process: https://etender.up.nic.in The electronic-procurement system shall be used to manage the following aspects of the Bidding process: a) Technical Proposal: The Technical Bid containing all the required documents in the required formats shall be uploaded in web-portal only. b) Financial Proposal: The Priced Bid shall be uploaded through web-portal only.
ITB 2.1	Joint venture or consortium is allowed.
B. Contents of Bidding Document	
ITB 4.1	For clarification purposes only, the Employer’s address is: Attention: Chief General Manager/ Chief Engineer Jhansi Smart City Limited Office, Municipal Corporation Office, Near Elite Circle, Civil Lines, Jhansi (Uttar Pradesh) INDIA
	Email :- JhansiSmartcityltd@gmail.com
ITB 4.1	Web page: https://etender.up.nic.in
ITB 4.1	There is provision of a Pre-Bid Meeting. Details are as Under. Date: 19.02.2024 Time: 11:30 Hrs Location: Jhansi Smart City Office. Third Floor Jhansi Nagar Nigam Near Elite Circle Jhansi. U.P.
C. Preparation of Bids	
ITB 7.1	The language of the Bid is: English. All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is English
ITB 9.1	The price shall be quoted by the Bidder in: Indian Rupees
ITB 10.1	The Bid validity period shall be 180 days.
ITB 11.1	A Bid Security shall be required. There is no exemption in Bid security.
ITB 11.3 (d)	Rs. 3,00,000/- (Rupees Three Lakh Only) Mode of Payment: Online through Net Banking/ RTGS/ NEFT OR Bank Guarantee (BG) OR Fixed Deposit in favor of Jhansi Smart City Limited.
D. Submission of Bids	

ITB 13.3	Though the bidding process is online, physical (Hard) copies are required to be submitted within 5 days of expiry of deadline for submission of bid.
ITB 14.1	For Bid submission purposes only, the Employer’s address is: Jhansi Smart City Limited, Municipal Corporation Office, Near Elite Circle, Civil Lines, Jhansi (Uttar Pradesh) INDIA Date & Time is specified in the NIT.
	<p>Bidders “shall” mandatorily submit all the copies of the Bid vide web portal.</p> <p>The electronic bidding submission procedures shall be: The bidder would be required to register on the e-procurement Portal. https://etender.up.nic.in and submit their bids.</p> <p>Bidders are requested to submit the bid in two stages: Stage – I: Eligibility and Technical Bid Stage. Stage – II: Financial Bid Stage.</p> <ul style="list-style-type: none"> • The first stage will cover the qualifications and eligibility criteria and the technical bid. The bidder shall upload documents in support of the above. The bidder shall submit price bid under second stage which may include proposals for financing to cover part of the Scope of Work as per bid documents before the bid submission closing date. • Bidders shall submit a declaration without any reservation whatsoever that the submitted eligibility and qualification details, Techno-Commercial bid and financial bid are without any deviations and are strictly in conformity with the bid documents issued by the Employer. • Declaration should be given by the bidder for the correctness of the credentials submitted by him.
E. Public Opening of Technical Parts of Bids	
ITB 15.1	The Bid opening shall take place at: Office of Chief Executive Officer Jhansi Smart City Limited, Jhansi Municipal Corporation Office, Near Elite Circle, Civil Lines, Jhansi – 284001 (Uttar Pradesh) INDIA
ITB 15.1	The electronic Bid opening procedures shall be: Bid opening will be as per the e-procurement procedures.
F. Public Opening of Financial Parts	
ITB 16.2 (c)	Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify by e-mail mentioning the location, date and time of the public opening of Financial Parts.

Section – III: Qualification Criteria

No.	Criteria	Eligibility Criteria	Documents Required
1	Legal Entity	<p>Each intending Bidder may be a natural person/ sole proprietorship/company/ Partnership firm/ LLP having authority to Participate in this RFP.</p> <p>The Sole bidder or Consortium should be registered in India under Companies Act 1956/2013 or as amended.</p>	Copy of Certificate of Incorporation/Registration under Companies Act, 1956/2013 or under applicable act.
2	Consortium	<p>The Bid can be submitted by an individual Organization or a Consortium of maximum of two organizations. In case of consortium, the same shall be formed under a duly stamped Consortium agreement and signed by the authorized signatories of the companies. In the event of a consortium, one of the partners shall be designated as a “Prime or Lead Bidder”. In Consortium both the members shall be jointly and severally liable to complete the assignment; however prime bidder shall give an undertaking for successful completion of the assignment. In case of any issues, prime bidder would be responsible for all the penalties and obligations towards successful implementation of the assignment.</p>	The original stamped Consortium agreement containing roles and responsibilities of the prime bidder and member of consortium.
3	Financial Capabilities	<p>The Sole Bidder or the Lead Bidder of the consortium shall demonstrate that it has access to, or has available, liquid assets such as CC/OD Limit/ FDR and instruments in liquid nature and other lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow Requirements estimated as INR 15.00 Lakh for the subject contract(s) net of the Bidder’s other commitments.</p>	The certificate of Access/availability of required fund Must be issued from a Schedule 1 & Schedule 2 bank ONLY not older than 6 months from last date of bid submission
4	Financial Turnover	<p>The Sole Bidder or the Lead Bidder of the consortium should have average annual Turnover of INR 40.00 Lakh for last 3 audited financial years (2020-21, 2021-22 and 2022-2023) ending March 2023.</p>	Audited Balance Sheets CA Certificate with CA’s Registration Number & Seal
5	Financial: Net Worth	<p>The net worth of the Sole Bidder / Lead member of consortium in the last three financial year (as per the last published audited balance sheets), should be ‘Positive’ in each financial year.</p>	CA Certificate with CA’s Registration Number & Seal
6	Technical Capability	<p>The Sole Bidder / either of Consortium Partners or Lead Bidder or associate operator should have experience in implementing minimum 1 No. similar work during the last 7 (Seven) years, ending last day of the month previous to the date of publication of NIT.</p>	Work Order / Purchase Order / LOI / LOA / Contract Agreement Copies and Work Completion Certificates from the client
		<p>Note: Similar work shall mean that the Sole Bidder/ either of Consortium Partners or associate operator should have experience in implementing water sports and other recreational activities.</p>	

No.	Criteria	Eligibility Criteria	Documents Required
7	Mandatory Undertaking	Bidder (All partners in case of consortium) should: <ul style="list-style-type: none"> a. not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b. not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c. Not have a conflict of interest in the procurement in question as specified in the bidding document. 	Undertaking by the authorized signatory of bidder and all consortium partner.
8	Mandatory Certification	License of Life Saving Techniques (Water Sports Operator) as per requirements of Water Tourism and Adventure Sports Policy – 2023 of Government of U.P. Certificate of association/ agreement with operator having above mentioned valid and consent letter of operator to provide services for the works related to water sports as per RFP, if applicable	

NOTE: In case any bidder doesn't have Mandatory Certification for operating water sports & MOU with certified water sports operator, then also, bidder may participate in the bid. In case such bidder quote highest revenue share then that bidder shall be awarded the contract. However, such successful bidder shall be liable to pay entire monthly amount (rent per month plus revenue share) as per contract to Jhansi Smart City Limited/ Jhansi Nagar Nigam, but the successful bidder shall not be allowed to operate water sports till the time successful bidder obtains valid certification or execute JV/ agreement with certified water sport operator.

Section – IV: Bidding Forms

Letter of Bid - Technical Part

Date of this Bid submission: [insert date (as day, month and year) of Bid submission] Request for Bid No.: [insert identification]

To
Chief Executive Officer,
Jhansi Smart City Limited,
Jhansi Municipal Corporation Office, Near Elite Circle, Civil Lines,
Jhansi – 284001 (Uttar Pradesh) INDIA

We, the undersigned, hereby submit our Bid, in two parts, namely:

- (a) The Technical Part, and
- (b) The Financial Part

In submitting our Bid, we make the following declarations:

- (a) No reservations: We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 5);
- (b) Conformity: We offer to execute in conformity with the bidding document the following Works:
[insert brief description of the Works].
- (c) Bid Validity Period: Our Bid shall be valid for a period specified in BDS 10.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 14.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) Performance Security: If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (e) One Bid Per Bidder: We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 2.2.
- (f) Binding Contract: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (g) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (h) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

Name of the Bidder: *[insert complete name of person signing the Bid]

Name of the person duly authorized to sign the Bid on behalf of the Bidder:

** [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid:

[insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [insert month], [insert year]

Date signed _____ day of _____,

*: In the case of the Bid submitted by joint venture/ Consortium specify the name of the Joint Venture/ Consortium as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

JHANSI SMART CITY LIMITED, JHANSI
Application Form for Allotment for Operating Laxmi Taal for 5 Years
(To be typed on Separate Sheet and Submit on portal)

Photo of Applicant

1	Name of applicant	
2	Father/ Husband Name	
3	Permanent Address	
4	Communication Address	
5	Occupation	
6	Phone/ Mobile Number	
7	ADHAR Number	
8	PAN Number	
9	Detail of Earnest Money	



DECLARATION

I solemnly state that all the information given in Application Form are true and correct and no information is hide. If any information is found false or incorrect in future than legal action including cancellation of my allotment shall be initiated. I have read all the terms and conditions for allotment by Jhansi Smart City Limited and are acceptable to me without any reservations.

Date:

Signature of Applicant: _____

Name of Applicant: _____

Address of Applicant: _____

Section V- Conditions of Contract

1. Laxmi Taal area will be provided only for 10 years initially which may be extended by Jhansi Smart City Limited/ Jhansi Nagar Nigam with mutually agreed terms and conditions.
2. **The rent per month is INR 65,000/- with 5% annual increment.**
3. **In addition to above monthly rent minimum percentage share per month is 15% of gross revenue collected.**
4. **Contract shall be allotted to the bidder who bid to pay highest percentage of revenue share to Jhansi Smart City Limited.**
5. In case of having same bid offer, the bidder having previous working experience with Government Authorities shall be preferred.
6. **Bidder should either have valid certificate of “Life Saving Techniques (Water Sports Operator)” as per requirements of Water Tourism and Adventure Sports Policy – 2023 of Government of U.P. or should submit a certificate of association/ agreement with any operator having mentioned valid certificate and that operator agreed to provide services for the works related to Water Sports as per RFP.**
7. In case any bidder doesn't have Mandatory Certification for operating water sports & MOU with certified water sports operator, then also, bidder may participate in the bid. In case such bidder quote highest revenue share than that bidder shall be awarded the contract. However, such successful bidder shall be liable to pay entire monthly amount (rent per month plus revenue share) as per contract to Jhansi Smart City Limited/ Jhansi Nagar Nigam, but the successful bidder shall not be allowed to operate water sports till the time successful bidder obtains valid certification or execute JV/ agreement with certified water sport operator.
8. Earnest money of unsuccessful bidders will be returned as early as practicable. Earnest Money of successful bidder will be returned after signing of agreement.
9. Chief Executive Officer, Jhansi Smart City Limited, Jhansi has full power to cancel any bid or all bids without assigning any reason whatsoever. Decision of Chief Executive Officer, Jhansi Smart City Limited, Jhansi in this regard shall be final and binding upon all concerned.
10. Successful bidder has to deposit **3 month's Advance Rent** including all taxes, Levies, Duties GST etc. in the form of DD/ FD/ RTGS in favour of Chief Executive

- Officer, Jhansi Smart City Limited, Jhansi as “**Security Amount**” within 15 days from date of allotment which will be returned after completion of agreement without any interest. Failing to provide Security Amount within time period action shall be initiated including cancellation of allotment and forfeiture of Earnest Money deposited.
11. Successful bidder has to sign Agreement with Jhansi Smart City Limited within 25 days from date of allotment. Failing to sign agreement within time period action shall be initiated including cancellation of allotment and forfeiture of Earnest Money deposited.
12. For operation of Laxmi Taal, successful bidder will have to arrange necessary manpower and machinery. The Successful bidder has to deploy sufficient number of manpower for following activities but not limited to:
- Cleaning of entire Laxmi Taal area as per RFP
 - Issuance of tickets and revenue collection
 - Security Personnel’s
 - Watering of plants and ground cover
13. Successful bidder has to bear all cost for electricity, water, cleaning, taxes, levies, etc. and Jhansi Smart City Limited will not be responsible for any charges and taxes.
14. Successful bidder has to deposit monthly rent on quarterly basis in advance to Jhansi Smart City Limited by 7th day of every quarter month failing to which action shall be initiated including cancellation of agreement, forfeiture of Security Amount, advance rent deposited and legal action against operator.
15. **Successful bidder will be exempted from monthly rent for first 3 month.** However, revenue collected will be shared from the date of start of contract.
16. Successful bidder has to develop, install and operate software for collection of all revenue online and to deposit in the account of Jhansi Smart City Limited/ Jhansi Nagar Nigam at own cost. The ticketing system should be online and integrated with the system as directed by Jhansi Smart City from time to time.
17. If any kind of separate ticketing facility is provided inside Laxmi Taal area for facilitating public for using recreational activities may be developed, installed and operated by the successful bidder at his own expenses. However, such ticketing system shall be only in online mode. Also, such ticketing system should be

- integrated with the main ticketing centre and/ or any other system as directed by Chief Executive Officer, Jhansi Smart City Limited.
18. Successful bidder is not allowed to sale any narcotics substance and or any illegal product. Failing to this will attract legal action including cancellation of allotment.
 19. Successful bidder should not involve and not allowed any illegal activity in and around premise of Laxmi Taal. Failing to this will attract legal action including cancellation of allotment.
 20. Successful bidder should not damage in whatsoever manner to entire premise of Laxmi Taal. Failing to this will attract legal action including cancellation of allotment.
 21. Successful bidder should keep area neat and clean and should not throw any garbage in entire premise. The garbage shall be disposed off only by solid waste disposal method. Failing to this will lead to legal action.
 22. Successful bidder should not transfer whole or part of Laxmi Taal area to any other party. Failing to this will attract legal action including cancellation of allotment.
 23. In case of any dispute, decision of Chief Executive Officer, Jhansi Smart City Limited/ Municipal Commissioner, Jhansi Nagar Nigam will be final and binding upon all parties. All provisions of Arbitration Act shall be applicable.
 24. Successful bidder shall be responsible for all charges incurred for restoration/ repair of any damage in entire Laxmi Taal premise.
 - 25. All Electricity Charges for operation and maintenance of Laxmi Taal area shall be borne by the successful bidder. It will be mandatory to deposit the electricity bill deposit slip (in original) to Jhansi Smart City Limited. The electricity connection will be in the name of Chief Executive Officer, Jhansi Smart City Limited.**
 26. It is responsibility of successful bidder to generate/ obtain and pay electricity bills every month and to pay the bill by the 15th day of the next month. Failing to pay electricity charges will lead to termination of contract, forfeiture of Security Amount, Advance Rent and legal action.
 27. Maintenance of existing electrical and other equipment in Laxmi Taal will have to be done by the Successful bidder and it will be the responsibility of the successful operator to keep the electrical system under electrical safety rules.
 28. It is responsibility of successful bidder to keep entire Laxmi Taal area encroachment free. In case any encroachment found, same should be intimated to Jhansi Smart City Limited/ Jhansi Nagar Nigam immediately. Failing to this will lead to legal action

- including cancellation of allotment.
29. Food items will be sold as per the food safety standard in the Laxmi Taal area. For sale, the shopkeeper will have to obtain necessary approvals and license from the concerned department as per the norms. The rent determination and management of the café/ restaurant/ kiosk will be done by the successful bidder.
 30. Entry of any kind of undesirable/anarchic elements will be prohibited in the Laxmi Taal area and use of any kind of intoxicant/tobacco etc. will not be allowed and carrying of arms/weapons inside the Laxmi Taal area will be completely prohibited, its responsibility will be on the successful bidder.
 31. The successful bidder ensure that all vehicles come to Laxmi Taal shall be parked properly in the parking space provided. Successful bidder shall be responsible for any illegal parking.
 32. The successful bidder will have to do regular trimming, cutting and pruning of the hedge, ground cover and shrubs located in the Laxmi Taal area as per the requirement.
 33. The successful bidder will have to clean the dry leaves/garbage regularly in the Laxmi Taal area. The dry leaves/garbage will be disposed of only by solid waste disposal methods. The Successful bidder has to take special care for cleanliness of Laxmi Taal and has to remove all floating and undesirable material from Talab and dispose as per norms. Failing to this will lead to legal action including cancellation of allotment.
 34. The successful bidder will have to use insecticides pesticides or any other chemical formulation as per requirement on the plants and trees in the Laxmi Taal area at his own expense.
 35. Planting of seasonal plants in the Laxmi Taal area will have to be done by the successful bidder as per requirement at own cost.
 36. Different types of architecture/ R.C.C. structures have been built in the area, their safety will have to be ensured by the successful bidder.
 37. The successful bidder may bring any play item or attraction for children with prior approval of Jhansi Smart City Limited/ Jhansi Nagar Nigam, but the responsibility for operation and safety will rest with the successful bidder.
 38. Laxmi Taal area to be operated as per timing schedule approved by Jhansi Smart City Limited/ Jhansi Nagar Nigam which may be change from time to time.
 39. No Political event is allowed inside Laxmi Taal area, however cultural event, family event can be organized in Laxmi Taal area.

40. Successful bidder should maintain record of all the events held in Laxmi Taal area with number of participants and submit monthly report to Jhansi Smart City Limited. Failing to this will lead to cancellation of allotment.
41. Jhansi Smart City Limited shall provide to successful bidder 02 Nos. passenger boat and 02 Nos. E-cart for operation. The successful bidder shall be responsible for all running charges for boat and E-cart.
42. The successful bidder shall be responsible for all maintenance of boats and E-carts and shall return boats and E-carts to Jhansi Smart City Limited/ Jhansi Nagar Nigam in good working condition after completion of agreement period.
43. Any proposal of additional works for revenue generation should be got approved by Jhansi Smart City Limited/ Jhansi Nagar Nigam and revenue generated will be shared as per mutual agreement.
44. In the event of any untoward incident occurs in Laxmi Taal area, the successful bidder shall promptly lodge FIR with police under intimation to Jhansi Smart City Limited/ Jhansi Nagar Nigam. Failing to this may lead to legal action including cancellation of allotment.
45. Any modification, if required to be done, Successful bidder shall intimate Jhansi Smart City Limited/ Jhansi Nagar Nigam in writing. If any objection raised by Jhansi Smart City Limited/ Jhansi Nagar Nigam, both parties will resolve issue with mutual agreement. However, successful bidder will be sole responsible for safety of all modifications.
46. In addition to above conditions, the exclusive right to remove or extend any of the conditions will be vested in Jhansi Smart City Limited/ Jhansi Nagar Nigam without affecting interest of both parties.
47. After completion of contract period, the entire Laxmi Taal area will have to be transferred to Jhansi Smart City Limited/ Jhansi Nagar Nigam in good operational condition. In case of any breakage/ damage, same will be corrected by successful bidder at own cost.
48. It will be mandatory to follow the guidelines issued by the government/ administration from time to time.
49. In case of any dispute, the decision of Chief Executive Officer, Jhansi Smart City Limited/ Municipal commissioner, Jhansi Nagar Nigam will be final, which will be accepted by the successful operator.
50. In case of violation of contract conditions, Jhansi Smart City Limited/ Jhansi Nagar

Nigam will give notice to successful bidder. If successful bidder failed to respond in 15 days and issue is not resolved, the contract for operation of Laxmi Taal can be terminated by Chief Executive Officer, Jhansi Smart City Limited/ Municipal commissioner, Jhansi Nagar Nigam by giving one month's notice.

51. The contract shall be governed by the laws of India and the court in Jhansi shall have exclusive jurisdiction to entertain any dispute arising out of this agreement.

Section - V

Bill of Quantity

Separate Excel Sheet has been provided for submission of Financial Proposal (BOQ) with the tender published on e-Tender Portal <https://etender.up.inc.in>

FINANCIAL PROPOSAL SUBMISSION FORM

Subject: RFP for “Selection of Vendor for Operation of Laxmi Taal in Jhansi City”

Reference: RFP No. _____ Date: _____

Format for Commercial Bid

(For reference only)

S. No.	Description	Percentage Share of Revenue per Month (in figure)	Percentage Share of Revenue per Month (in words)
1	Percentage share of Revenue per month offer for operation of Laxmi Taal in Jhansi City		

NOTE:

- 1. Bidder who propose to pay highest percentage of revenue share per month to Jhansi Smart City Limited shall be selected as successful bidder.**
- 2. Minimum percentage share of gross revenue collected is 15% and any bid offering less than minimum share will be rejected.**
- 3. The rent Rs. 65,000/- per month has to pay to Jhansi Smart City Limited in addition to Revenue Share per month.**
- 4. All the Electricity Charges for operating Laxmi Taal during entire duration of Contract shall be paid by successful Bidder.**

Separate Excel Sheet has been provided for submission of Financial Proposal (BOQ) with the tender published on e-Tender Portal <https://etender.up.inc.in>