

DRAFT

REQUEST FOR PROPOSAL (RFP)

FOR

**SELECTION OF A CONCESSIONAIRE FOR
PROVISION, OPERATION, MAINTENANCE AND
MANAGEMENT OF FLOATING RESTAURANT/
RIVER CRUISE IN THE SABARMATI RIVER IN
AHMEDABAD**



**Sabarmati Riverfront Development Corporation Ltd.
(SRFDCL),**

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

October 2021

ABSTRACT

Event Description	Date
1. Name of Work	RFP For Provision, Operation, Maintenance and Management of a Floating Restaurant/River Cruise in the Sabarmati River in Ahmedabad City, Gujarat, India.
2. Date of Issue of RFP / Proposal	4 th October, 2021
3. Last date for receiving queries	14 th October, 2021
4. Pre-Bid Meeting	To be held on, 20 th October 2021 at 11:00 AM in the office of SRFDCL at 2ND Floor, River Front House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront West), Ahmedabad- 380009, Gujarat
5. Response to Queries	28 th October, 2021
6. Bid Due Date	11 th November, 2021 up to 4:00 PM
7. Opening of Technical Bid	11 th November, 2021 at 5:00 PM
8. Opening of Financial Bid	The qualified bidders shall be informed the date, time and venue through e-mail.
9. Validity of Bids	180 days from the bid due date.
10. Address for communication and clarifications.	At: General Manager - (A & F) 2ND Floor, River Front House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront West), Ahmedabad- 380009, Gujarat, Email: office@srfdcl.com
11. Address for submission of BID	At: Office of the SRFDCL 2ND Floor, River Front House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront West), Ahmedabad- 380009, Gujarat, Email: office@srfdcl.com
12. Cost of RFP document	Rs.10,000/- payable as per this RFP
13. EMD/ Bid Security	Please refer Clause of "BID SECURITY" of this RFP
14. Performance Security	Please refer Clause of "PERFORMANCE SECURITY" of this RFP

Disclaimer

Sabarmati Riverfront Development Corporation Ltd. (SRFDCL) On behalf of Ahmedabad Municipal Corporation (AMC) has prepared this document to invite proposals for the scope of work mentioned herein. While SRFDCL has taken due care in the preparation of information contained herein and believes it to be accurate, neither SRFDCL, AMC or any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

This information is not intended to be exhaustive. Interested parties are expected to make their own inquiries and research for gathering the insights, knowledge and information that may be required for submitting a bid. The information is provided on the basis that it is non-binding on SRFDCL, AMC, Government of Gujarat or any of its authorities, representatives, or agencies or any of their respective officers, employees, agents or advisors.

SRFDCL reserves the right to not proceed with the bidding process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the bid further with any party submitting a bid.

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

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1 PREAMBLE

Sabarmati Riverfront Development Corporation Ltd. (SRFDCL), established by the Ahmedabad Municipal Corporation (AMC), has been entrusted with the task of implementing the Sabarmati Riverfront Project in Ahmedabad. SRFDCL on behalf of AMC Invites Bids from firms/consortium of firms registered in India, for setting up a Floating Restaurant/River Cruise Facility in the Sabarmati River in Ahmedabad City. The broad scope of work for Bidder includes the provision, operations, installation, management and maintenance of the Floating Restaurant/River Cruise in the River Sabarmati, and all supporting infrastructure required such as the jetty under concession for a period of 9 (nine) years and which may be further extendable for 5 (five) more years' subject to satisfactory performance and on mutual consent.

The Bids shall be prepared in English and all entries must be typed and written in blue/black ink. Initials of the authorized representative of the Bidder must attest all erasures and alterations made while filling the Bids. Over-writing of figures in Financial Bid is not permitted. Failure to comply with any of these conditions may render the Bid invalid. **A copy of this RFP document signed on all pages must accompany the bid.**

SRFDCL/AMC shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. SRFDCL on behalf of AMC reserves the rights to cancel, terminate, change or modify this process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

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

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

2 DEFINITIONS:

“SRFDCL” shall mean Sabarmati Riverfront Development Corporation Limited, a Special Purpose Vehicle (SPV) set up by Ahmedabad Municipal Corporation (AMC), an entity incorporated as a company under the Companies Act, 1956 and entrusted with the task of implementation of the Sabarmati Riverfront Project by the AMC.

“Bid” shall mean the detailed Bid submitted by the Bidder in response to this RFP including clarifications and/or amendments, if any.

“Bid Security” shall mean the Security furnished by the Bidder, as part of the Detailed Bid.

“Concession Agreement” or **“Agreement”** or **“Contract”** shall mean the Agreement between the SRFDCL and the Successful Bidder (here in after referred as the “Concessionaire”) which allows the Successful Bidder to manage the Floating Restaurant/River Cruise facilities against the Annual Concession Fee paid by the successful bidder to SRFDCL and in accordance with the Terms and Conditions of this RFP, Work Order and the Concession Agreement. The RFP document, Work Order, any amendment and any communication by SRFDCL on behalf of AMC shall be deemed to form and be read and construed as part of the Agreement.

“Floating Restaurant/River Cruise” or **“Facility”** or **“Vessel”** shall mean any floating and traveling high end boat which shall have the capacity to accommodate maximum 100 total passengers including the crew members, by whatever name called, brought by the Concessionaire for Provision, Operation, Maintenance and Management of a Floating Restaurant/River Cruise in the Sabarmati River in accordance with the Concession whose principal Terms & Conditions are defined in this RFP. This shall also include, apart from the high end boat, all supporting infrastructure used for setting up, operating and maintaining the restaurant in the high end boat such as jetty, rescue boats, equipment/signboards/devices, electrical fittings, wooden and aesthetic furniture, and all other objects/ equipment brought by the Concessionaire for the purpose of this Concession.

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

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

“Jetty” shall mean a protective floating structure of steel/HDPE, stone, concrete or wood provided along the river promenade, alongside which high end boat/ship/vessel can lie and shall mean and include any similar structure along the riverfront used for the purposes of berthing, embarking and disembarking of users. Rental of Jetty set up

by the Concessionaire will be charged at Rs. 40/- + GST per Sq. Feet per month. The rental of Rs. 40 + GST per month for the Jetty shall be escalated @ 5% per annum every year thereafter for remaining years.

“INR” shall mean Indian Rupees

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

“Concessionaire” or **“Successful Bidder”** shall mean the selected bidder whose bid has been accepted by SRFDCL for provision, operation, maintenance and management of Floating Restaurant/River Cruise in the Sabarmati River in Ahmedabad city.

“Concession Period” shall mean the tenure of the Concession period of 9 (nine) years from the start of operations or from the completion of 10 months from the date of Work Order till the early termination of the Concession period or expiry of the Concession Agreement, whichever is earlier and the concession period may be further extendable for 5 (five) more years’ subject to satisfactory performance and on mutual consent.

“Gestation Period” shall mean the time required for construction of boat, if necessary and for obtaining all necessary approvals from the Concerned/Competent Authority which shall be 10 months from the date of Work Order or date of start of operations, whichever is earlier.

“Applicable Law(s)” shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature (including the GTPUD Act) or by the Parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government (Central or State), statutory authority, tribunal, board or court as may be applicable from time to time for Provision, Operation, Maintenance and Management of Floating Restaurant/ River Cruise;

“Applicable Permits” or **“Applicable Approvals”** shall mean any and all permissions, clearances, developments, authorizations, consents, no-objections, approvals and notifications for and in respect of the Provision, Operation, Maintenance and Management of Floating Restaurant/ River Cruise from any Concerned Authority as may be applicable but for the purposes of this Agreement excludes the applicable permits required to be obtained by the SRFDCL under this Agreement;

“As is where is basis” means Concessionaire shall be granted the riverfront and bare space on ‘as is where is basis’ and the Concessionaire shall at his own cost, charges and expenses may do temporary modifications with the prior approval of the SRFDCL

and concerned/applicable/appropriate authority. No modifications/ improvement of permanent nature are allowed. Concessionaire shall not be entitled to any compensation for any additions carried out by them.

“Concerned Authority” or “Applicable Authority” or “Competent Authority” shall mean Government of India, Government of Gujarat, any other Government Authority, Ahmedabad Municipal Corporation (“AMC”), Gujarat Maritime Board (GMB), Central or State, Statutory Body, Local Authority, Planning Authority or any Authority designated under any enactment or rules made thereunder for approving and regulating the Provision, Operation, Maintenance and Management of Floating Restaurant/River Cruise;

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

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

“Taxes and Duties” shall mean all taxes, duties, fees etc. payable as per applicable laws in India in connection with the procurement, development, installation, operation, maintenance and management of Project.

“Completion Intimation” shall mean a written intimation by the Concessionaire to the SRFDCL about their completion of all the necessary activities/works/approvals/clearances for Provision, Operation, Maintenance and Management of Floating Restaurant/River Cruise as per the timeline mentioned in the RFP and Work Order.

“Consortium” or “Joint Venture” shall mean Consortium of bidders are permitted to bid. In case of consortium, the bidders will have to jointly meet the qualification criteria. One of the firms would have to be designated as Lead member.

“Lead Member” is the member leading the consortium duly authorized by other consortium members. The representative of Lead Member will be the single point of contact throughout the Concession Period.

“Damages” shall mean any claim of the SRFDCL against the Concessionaire for breach of the Concession Agreement, including but not limited to damages of jetty facility, dues, arrears any or all present and future outgoings, municipal corporation taxes, rates, levies, or by any other name etc. against which the Concessionaire shall be entitled to claim and adjust the Performance Security.

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

3 RFP SUMMARY

Sr. No.	Key Information	Details
1.	RFP for	Selection of Concessionaire for Provision, Operation, Maintenance and Management of a Floating Restaurant/River Cruise in the Sabarmati River in Ahmedabad City, Gujarat, India.
2.	Location for embarking and disembarking for Floating Restaurant/River Cruise	<p>The probable location of jetty for Embarking/Disembarking point, Kitchen Area, Waiting Area, are mentioned in Annexure 10. The Concessionaire have to create floating jetty at his own cost. Jetty for embarking and disembarking will have to be developed near Foot Over Bridge on the West side of the River Sabarmati.</p> <p>Movement of the Floating Restaurant/River Cruise will be permitted only within the designated areas in marked channel along the length of the river as approved by SRFDCL.</p> <p>No Boat-to-boat transfers of the passengers shall be permitted.</p> <p>Embarking and Disembarking of the passengers shall be done only at designated point. The access shall be provided by the concessionaire through a gangway. Water supply has to be managed by the Concessionaire.</p> <p>Concessionaire shall ensure that their high-end boat does not cross beyond the stretch designated area. Noncompliance in this regard shall lead to termination of the Concession Agreement with immediate effect and the Concessionaire shall be liable for damages as deemed fit by the SRFDCL on behalf of AMC.</p> <p>Concessionaire shall satisfy himself as to the technical aspects of the project such as water levels and bridge clearance levels at its own cost, if any. Safety will be of paramount importance and concessionaire only shall be responsible for the safety of the passengers and all liabilities arising out of any injuries, claims and damages.</p>
3.	Location of	The ticketing office will be near Foot Over Bridge on the West

	Ticketing Window & Kitchen Space	<p>side of the River Sabarmati.</p> <p>If the concessionaire intends to use the kitchen space, concessionaire may take any of the Food court/ shop in Flower Garden on West side of the River Sabarmati on lease. The concessionaire shall pay the base rent which shall be escalated every year accordingly.</p>
4.	Water Availability in the river	<p>The dry period may vary. The dry period may be used by the concessionaire for carrying out repairs/maintenance of high-end boat.</p> <p>In case of flood situation, the operator has to take out their Vessel or any other deployment at an appropriate location of theirs and at their own cost on the lower promenade to avoid any damage or loss due to flood. The operation may be closed for certain period of time due to flood situation, if any. The bidder shall quote the Annual Concession Fees considering the above-mentioned details and will not be excused from the payment of Annual Concession Fees for non-operation due to non-availability of the water or floods in the river.</p> <p>In case the operation of Floating Restaurant/River Cruise has to be stopped due to any maintenance/repair of bridge(s), lower promenade by any authority due to over flooding, planned release of excess water or due to any reason whatsoever, in such case the concessionaire shall not claim dues from SRFDCL for the loss of business or assets.</p>
5.	Capacity of vessel	<p>Floating Restaurant/River Cruise shall have the capacity to accommodate maximum 100 total passengers including crew members. However, such capacity initially and any change, thereof, shall be approved by SRFDCL. Any vessel shall be subject to inspection by Gujarat Maritime Board (GMB) for registration and subject to fulfilling all financial, experience and technical criteria and meeting international and national regulatory guidelines.</p>
6.	Specifications of the Vessel	<ul style="list-style-type: none"> • The following specifications are suggested for the vessel to be used by the concessionaire for the project: • Min Draft 1.5 m • Length: max 50 m, Width max. 10 m • Air Draft (Height above water): max. 4.5 m compatible with clearance required under various bridges in the SRFDCL project area. • Flat bottom and Twin Propulsion System are mandatory

		<ul style="list-style-type: none"> • No wooden hull • Double Decker permitted if it does not violate height restrictions including adequate clearance for passengers standing on the deck • The high-end boat/vessel should not be more than 3 years old, well- furnished and in good condition following all safety/ environmental stipulations and industry practices. • The time required for construction of boat, if necessary and the start of operations, obtaining all necessary approvals from the Concerned Authority will be 10 months from the date of Work Order. The design shall be submitted by the Concessionaire before the necessary Concerned Authorities but prior approval of SRFDCL is required before proceeding further for necessary approvals. • The Concessionaire has to furnish the undertaking that work will be completed within the prescribed period of 10 months. The Concessionaire has to follow all clauses of Inland Vessels Act and all other Laws, Rules, Regulations and Guidelines as may be applicable.
7.	Technical Bid Evaluation Criteria	<p>1. Prior experience of the Bidder in providing below mentioned facilities - Bidder should have average turnover of Rs 1 Crore during the last three financial years i.e. 2017-2018, 2018-2019, 2019-2020 from any of the following activities:</p> <ul style="list-style-type: none"> • Restaurant/Catering/Shipping/Boating/Marine Tourism and similar Recreational Facilities in India as well as abroad. <p>Certificate from Statutory Auditor/Registered Chartered Accountant specifying the turnover from any of the above activities only during each of the last three financial years.</p> <p>2. Gestation Time - Bidder must be able to bring in High end Boat/Vessel meeting technical specifications as per point 6 above - Availability of high-end Boat/Vessel meeting technical specifications based on drawings, quotations, brochures and other material.</p> <p>3. Broad Business Plan of the proposed Floating Restaurant/River Cruise - Sound and convincing Business Plan for launch of high-quality Floating Restaurant/ River Cruise - Bidder must submit their presentation and provide following details and qualified bidder may be invited for doing their presentation on Technical Proposal:</p>

		<p>(I) Concept/Business Plan, Innovativeness and Market Compatibility (10 marks)</p> <p>(II) Quality of Proposed high-end boat/Vessel in terms of Adequacy of Size, Age, Safety features, Technical features and adequacy, Cost, Make, Design, Finishing and furnishing (20 marks) based on drawings, brochures etc. to convince the SRFDCL.</p> <p>(III) Prior experience/relationship with supplier and other details that convinces the SRFDCL on behalf of AMC about the capability of the bidder to launch his services within the specified time (10 marks)</p> <p>[Must score 30 marks out of the 40 as mentioned].</p>
8.	Consortium / Joint Venture	Consortium of bidders are permitted to bid. In case of consortium, the bidders will have to jointly meet the qualification criteria. One of the firms would have to be designated as Lead member. A Consortium Agreement (joint bidding agreement) shall be accompanied with the bid in case of consortiums as per Annexure 8.
9.	Concession Period	The Concession period shall be of 9 (nine) years from the start of operations or from the completion of 10 months from the date of Work Order till the early termination of the Concession period or expiry of the Concession Agreement, whichever is earlier and the concession period may be further extendable for 5 (five) more years' subject to satisfactory performance and on mutual consent.
10.	Bid Submission Format	<p>Bidders are required to submit the Bid in following three envelopes:</p> <p>a) Envelope 1: Document Fee and Bid Security</p> <p>This envelope shall be super scribed "Envelope 1: Document Fee and Bid Security".</p> <p>It shall contain DD for document fee and Bid Security (as per point 14 and 17 of this RFP Summary).</p> <p>A copy of this RFP document signed on all pages must accompany the bid.</p>

		<p>b) Envelope 2: "Qualification Bid/ Technical Proposal"</p> <p>(1) Bidder Information as per Annexure 2</p> <p>(2) Qualification information and supporting documents as per criteria mentioned in Annexure 3.</p> <p>(3) Detailed proposal of the bidder including the details, age, type of high-end boat/Vessel along with its capacity of the boat, design, drawings, timeline for set-up, safety measures to be adopted, and all other significant details that clarify the bidder's overall idea. (Refer Annexure 3 of this RFP).</p> <p>This envelope shall be super scribed Envelope 2: "Qualification Bid/ Technical Proposal"</p> <p>c) Envelope 3: "Financial bid" The Financial Bid Envelope will contain:</p> <p>Financial Bid (as per Annexure 5 of this RFP) quoting the Annual Concession Fees for the first year. The annual concession fees shall be escalated at 5% per annum thereafter for the remaining years.</p> <p>This envelope shall be super scribed Envelope 3: "Financial bid".</p>
11.	Bid Evaluation	<p>a) Envelope 1: The amount for Document Fee and Bid Security shall has to be as per the RFP criteria or would be disqualified. Envelope 2 of only those Bidders shall be opened who have provided Document Fee /Bid Security, copy of this RFP document signed on all pages as specified in RFP Summary.</p> <p>b) Envelope 2: Assessment of Technical qualifying criteria. The Bidders are required to pass in each of the Technical Criteria mentioned in Clause 5.7 and Annexure 3 of this RFP document.</p> <p>The SRFDCL at its discretion, may ask the bidder for additional details. Financial bids shall be opened of only those bidders whom the SRFDCL may consider as meeting the qualifying criteria.</p> <p>c) Envelope 3:</p> <p>(i) Comparison of Financial bids.</p>
12.	Award Criteria	<p>The Bidders who qualifies in the technical criteria and provides favorable terms in the form of highest Upfront Annual Concession Fees (H1) for the Concession Tenure shall be</p>

		<p>considered for Work Order/Concession for Provision, Operation, Maintenance and Management of a Floating Restaurant/River Cruise in the Sabarmati River. The decision of the SRFDCL on behalf of AMC shall be deemed final and binding in this regard.</p> <p>In the event that two or more bidders quote the same amount of annual concession fee, SRFDCL may invite the Tie Bidders to submit fresh Bids within a week, the opening of the revised bids of such tie bidders shall be conducted with prior notice and in presence of the Tie Bidders who choose to attend. In this regard, the decision of SRFDCL shall be deemed final.</p> <p>SRFDCL on behalf of AMC retains the right to cancel the bidding process at any stage without assigning any reason whatsoever.</p>
13.	Bid Validity	180 Days from the date of opening of bid
14.	Cost of the document	Rs 10,000/- (Rs. Ten Thousand only) on non-refundable basis as Demand Draft drawn in favour of Sabarmati Riverfront Development Corporation Limited payable at Ahmedabad from Scheduled/ Nationalized Bank.
15.	Bid Security/ EMD	The amount for Bid Security shall be Rs 5,00,000/- (Rs. Five lakh only) in the form of Demand Draft in favor of "Sabarmati Riverfront Development Corporation Limited" and payable at Ahmedabad from Nationalized Bank/Scheduled Bank. The currency of the instrument shall be Indian Rupees.
16.	Performance Security	<p>Performance Security of the value of 25% of the Annual Concession Fees for the first year in the form of DD/ Bank Guarantee in favour of Sabarmati Riverfront Development Corporation Limited and payable at Ahmedabad from Nationalized/ Scheduled Bank to be paid on or before signing of Agreement.</p> <p>In case of Bank Guarantee, the Performance Security should be valid for a period of 12 months from the Agreement Date. Such Performance Security shall be revised at the rate of 5% pa in sync with the concession fee and concession period and a revised Performance Security shall be submitted in 30 days before expiry of previous Performance Security, either in the form of new Bank Guarantee or difference amount of DD. Such revised Bank Guarantee should be valid for 12 months and so on.</p> <p>Late payment of Performance Security would attract a late fee of Rs 1000 per day.</p>

		<p>Performance Security format is set forth in Annexure 4 of this RFP.</p> <p>In absence of renewal of Performance Security within the stipulated time, the SRFDCL retains the right to retain possession of movable and immovable property of the concessionaire including high end boat/vessel.</p> <p>Non-payment of Performance Security within the stipulated time shall constitute Material Breach of Contract and Concessionaire's Event of Default and shall entitle SRFDCL to terminate the Concession Agreement.</p> <p>In any unforeseen event, if the start of operations is delayed beyond 6 months after the completion of 10 months, steps should be taken to keep the Performance Security in sync with the concession period. The concessionaire shall comply with the SRFDCL'S requirement in this regard.</p> <p>If the Concessionaire decides to Exit within 4 years of concession – the entire amount of Performance security and the complete amount Annual Concession Fee deposited by the concessionaire shall be forfeited.</p> <p>The Bank Guarantee as Performance Security shall be encashable in any branch of that Bank at Ahmedabad.</p>
17.	Payment of Upfront Annual Concession Fees	<p>Following is the minimum value of Annual Concession Fee. The Price Proposal submitted by the bidders shall be over and above to the base price for Annual Concession Fees of Rs. 10,00,000/- + Applicable GST.</p> <p>Annual Concession Fees for the first year shall be payable upfront on or before the signing of Agreement. The Agreement shall be signed before the completion of 10 months from the date of Work Order or before starting of the operations, whichever is earlier.</p> <p>The Annual Concession Fees for every year shall be payable within 30 days before the expiry of previous year and increased at the rate of 5% on the Annual Concession Fees of the previous year.</p>

		Late payment of annual concession fees would attract a late fee of Rs 1000 per day.
18.	Signing of Concession Agreement	<p>Concession Agreement shall be signed between SRFDCL and Concessionaire incorporating the terms of the RFP as directed by SRFDCL and any additions and modifications. The Concessionaire shall submit the Completion Certificate before signing the Concession Agreement.</p> <p>The Agreement shall be signed before completion of 10 months from the date of Work Order or before starting of the operations, whichever is earlier.</p>
19.	Timing of Services	<p>The hours of operation shall be as per applicable regulations such as for operations of restaurants in the city and any other applicable regulations. SRFDCL on behalf of AMC has the full discretion to change the timings in public interest.</p> <p>For Lighting required for operations at embarking/ disembarking point, etc., the concessionaire shall have to make its own arrangement and pay its own bills through installation of separate meter at its own cost.</p>
20.	Chargeable rates for cruise/ restaurant	The Concessionaire is free to charge the rates for the cruise/food available in the restaurant as per his suitability.
21.	Last Date of receipt of queries	Queries, if any, can be mailed to office@srfdcl.com on or before 14 th October 2021 up to 4:00 PM and Bidders are required to send all their queries (in MS Word document).
22.	Pre-bid Meeting	Pre-bid meeting shall be held on, 20 th October 2021 at 11:00 AM in the office of SRFDCL at 2 ND Floor, River Front House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront West), Ahmedabad- 380009, Gujarat.
23.	Response to the queries	Response to the queries shall be uploaded on or before 28 th October 2021 on the www.ahmedabadcity.gov.in and www.sabarmatiriverfront.com/tenders/ by way of an addendum.
24.	Last Date of receipt of Bids	Up to 11 th November 2021 at 4:00 PM at the office of SRFDCL at 2 ND Floor, River Front House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront West), Ahmedabad- 380009, Gujarat.
25.	Date of opening of Technical Bid	On 11 th November 2021 at 5:00 PM at the office of SRFDCL at 2 ND Floor, River Front House, behind HK Arts College, between Gandhi and Nehru Bridge, Pujya Pramukh Swami Maharaj Marg (Riverfront West), Ahmedabad- 380009, Gujarat
26.	Commencement of	The Concessionaire shall be given a period of Ten months from

	operations and Liquidated Damages	<p>the date of Work Order for successfully starting their operations. Non-operational Facility in above timeline shall invite Liquidated Damages to the tune of 10% of the proportionate concession fees applicable during the period of delay every month. Such Liquidated Damages would be payable separately at the end of every month of delay and may be recovered from Performance Security in the event of non-payment.</p> <p>In the event of delay in operations, the SRFDCL, at its sole discretion may permit additional period of time for operationalization of the Facility. If the delay continues in such additional period, it shall constitute a Concessionaire Event of Default leading to termination as per provisions in this RFP leading to a cancellation/withdrawal of the work order.</p>
27.	Approvals and Clearances	<p>Concessionaire shall be required to obtain all necessary approvals and clearances as specified by rules, laws and bye laws for carrying out the activities for this Concession from the Concerned Authorities.</p> <p>The concessionaire shall submit the Certified/Notarized copy of such approvals/clearance to SRFDCL within 7 days of obtaining such approvals/clearance.</p> <p>Bidder would be required to obtain all such clearances, registrations and all approvals at his own cost. In the event of the successful bidder not being able to obtain the required clearances, approvals and licenses, his work order shall be liable to be cancelled/withdrawn (and the SRFDCL has the right to award it to the next best bidder.)</p>
28.	Damages for Breach of Safety or Conditions of RFP	<p>The Concessionaire shall have to pay damages for breach of any obligations or deviation from the scope of its activities. The damages shall be decided by SRFDCL and shall be commensurate with type of breach. In this regard decision of SRFDCL shall be deemed final.</p>
29.	Taxes	<p>The amount quoted by the bidder in the Financial bid as Concession fee shall be exclusive of taxes. Concessionaire will have to pay applicable GST additionally and or any other applicable taxes. The Concessionaire is also bound to pay any taxes levied by any other government body/authority. SRFDCL shall not accept any deductions on these payments on account of any statutory levies or for any other reason.</p>
30.	Insurance	<p>The bidder shall take responsibility of taking insurance for high</p>

		end Boat/Vessel, rescue boat(s) and its staff/passengers/visitors insuring them for all risks and accidents. For details relating to this provision, refer to Clause 8.2.
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4 INSTRUCTION TO BIDDERS FOR BID SUBMISSION

4.1 About the Contract – Bidding criteria

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

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

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

The Bidder shall have to specify the amount of Annual Concession Fee that he offers to pay to the SRFDCL for the Concession period as specified in the RFP Summary, using the format for the Financial Bid in the Annexure 5. The following terms shall govern Annual Concession Fees related issues for the successful bidder.

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

The Performance Evaluation of Concessionaire in the form of joint inspection shall be held at the end of every year during Concession period or as scheduled by the SRFDCL or the Concerned Authority. Discrepancy noticed or instructions issued by SRFDCL shall be rectified/complied by Concessionaire within a period of 15 days, failing which SRFDCL reserves right to impose fine/penalty as deemed fit by SRFDCL or the Concerned Authority. Deliberate or willful noncompliance of SRFDCL's written instructions shall constitute Material breach and Concessionaire Event of Default that shall entitle SRFDCL to encash Performance Security and or terminate Concession Agreement after giving 30 days' notice to the Concessionaire. Such termination of Concession Agreement and forfeiture of Performance Security by SRFDCL after adjustment of all dues what so ever shall be without prejudice to any other damages, rights or remedies applicable under law in its favour. In the event, performance of

Concessionaire is not found satisfactory, the SRFDCL has full discretion to terminate the Agreement subject to SRFDCL'S and AMC's right to receive any dues or damages, if any.

4.2 Right of SRFDCL to accept or reject any Bid

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

4.3 Documents Constituting Bid

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

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

4.4 Contents of Bid Submission

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

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

The amount for Bid Security shall be **Rs 5,00,000/-** (Rs. Five lakh only) in the form of Demand Draft in favor of "Sabarmati Riverfront Development Corporation Limited" and payable at Ahmedabad from Nationalized Bank/Scheduled Bank.

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

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

b) Envelope 2: "Qualification Bid/ Technical Proposal"

- (1) Bidder Information as per Annexure 2.
- (2) Detailed proposal of the bidder that includes following details:
 - a. Firm/s Registration Certificate
 - b. Capacity, age, and type of high end boat proposed to be deployed along with design/ drawings/ photographs / specifications and Registration Certificate of the Vessel/high end Boat.
 - c. Joint Bidding Agreement

Signature of Authorized signatory_____

(3) Documents required for technical evaluation as specified in Annexure 3.

c) Envelope 3: "Financial Bid"

Financial Bid (as per Annexure 5 of this RFP) quoting the Annual Concession Fees

All three envelopes shall be placed in one outer Envelope. This outer envelope shall be super scribed **"Tender for Provision, Operation, Maintenance and Management of Floating Restaurant/River Cruise in the Sabarmati River in Ahmedabad"** and submit to before the Bid Submission date. The address for submission and bid submission date are specified in the RFP Summary.

4.5 Bid Security:

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

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

Bid security may stand forfeited in the following situations:

- (1) In case of revision and/or modification of terms of bid or withdrawal of bid during the bid validity period.
- (2) In case of bidder demands transfer of contract before acceptance of offer or after acceptance of offer.
- (3) For the successful bidder, if the Performance Security is not deposited within the stipulated time period as per RFP.
- (4) If the agreement is not executed within the time period specified in the Work Order/RFP.
- (5) If the Concessionaire wants to withdraw before signing of Agreement.
- (6) In the event, bidder, after the issue of communication of Work Order by the SRFDCL, fails/refuses to start/execute the work as herein the bidder shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the bidder's calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the bidder and in such an event the SRFDCL shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.

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

4.6 Performance Security

- (1) Concessionaire shall, for due and punctual performance of its obligations during the Concession Period, deliver to SRFDCL, simultaneously with the execution of this Agreement, an unconditional and irrevocable Bank Guarantee as Performance Security as mentioned in the RFP Summary of this RFP.
- (2) The Bank Guarantee as Performance Security shall be encashable in any branch of that Bank at Ahmedabad.
- (3) The Performance security shall not bear any interest and the Concessionaire shall not have any claim on the interest on Performance security.
- (4) In case of Bank Guarantee, the Performance Security should be valid for a period of 12 months from the Agreement Date. Such Performance Security shall be revised at the rate of 5% pa in sync with the annual concession fee and concession period and a revised Performance Security shall be submitted in 30 days before expiry of previous Performance Security, either in the form of new Bank Guarantee or difference amount of DD. Such revised Bank Guarantee should be valid for 12 months and so on.
- (5) Late payment of Performance Security would attract a late fee of Rs 1000 per day.
- (6) Non-payment of Performance Security within the stipulated time shall constitute Material Breach of Contract and Concessionaire's Event of Default and shall entitle SRFDCL to terminate the Concession Agreement
- (7) Provided that if the Concession is terminated due to any Event of Default other than Concessionaire's Event of Default, the Performance Security shall, subject to SRFDCL'S right to receive amounts, if any, due from Concessionaire under this Concession, be duly discharged and released to Concessionaire.

Fresh Performance Security

In the event of the encashment of the Performance Security by SRFDCL pursuant to Encashment Notice issued, Concessionaire shall within 7 (seven) days of the Encashment Notice, furnish fresh Performance Security to SRFDCL, failing which the SRFDCL shall be entitled to terminate this Concession. The SRFDCL shall be entitled to encash the Performance Security fully or partially as the case may be through notice of 30 (thirty) days if any Event of Default not being remedied by the Concessionaire despite notice from the SRFDCL.

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

SRFDCL on demand the balance remaining due.

Performance Security shall be forfeited in following situations:

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

4.7 Bid Evaluation Method and Award Criteria

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

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

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

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

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

In order to qualify for next stage of Financial Bid opening, Bidders are required to fulfill the Technical Criteria.

- c) **Envelope 3:** The Bids of the Bidders not submitting the Demand Draft for Bid Security shall be rejected and their Bid shall not be considered for evaluation of Financial Bid. The Bidder providing favorable terms in the form of highest Upfront Annual Concession Fees shall be considered as the preferred bidder for award of Contract/Concession. The SRFDCL'S decision in this regard shall be deemed final.

B Tests of Responsiveness:

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

- (a) it is received as per the format at Annexure 1;

- (b) it is received by the Bid Due Date including any extension thereof;
- (c) it is signed, sealed, bound together in hard cover and marked as stipulated in the RFP;
- (d) it is accompanied by the Bid Security as specified in the RFP;
- (e) it is accompanied by the Power(s) of Attorney as specified in Annexure 6 and Annexure 8, as the case may be;
- (f) it is accompanied by declaration of bidder on requisite stamp paper, for being not banned / blacklisted by any Government Agency/ Organization.
- (g) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- (h) it does not contain any condition or qualification; and
- (i) it is accompanied by the Document Fees as specified in RFP Summary.
- (j) it is not non-responsive in terms hereof.

4.8 Bid Signatory

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

4.9 Validity Period

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

4.10 Extension of Period of Validity

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

4.11 Modification and Withdrawal of Bid

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

Signature of Authorized signatory_____

4.12 Right to call for more information /documents

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

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

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

4.13 Amendment of RFP

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

5 SCOPE OF THE WORK AND SPECIAL CONDITIONS OF CONCESSION

5.1 Scope of Work under the Concession

The scope of the work of the Concessionaire being granted the Concession for Provision, Operation, Maintenance and Management of Floating Restaurant/River Cruise under this RFP shall be as follows:

- (1) To set up a Floating Restaurant/River Cruise in the Sabarmati River in specified stretch and location as specified in RFP. The timing of the operation shall be as specified in RFP.
- (2) The vessel for Floating Restaurant/River Cruise should have the capacity to accommodate maximum 100 total passengers including crew members and

- quality as specified in RFP and keep cruising the river in the defined stretch.
- (3) The Concessionaire shall be required to arrange for all Vessel/high end boat, rescue boats, the equipment for fire safety, first aid, passenger safety, etc. as per concerned/competent authority/GMB requirements.
 - (4) To set up Quality Assurance Program for Food quality and it should be in accordance with best industry practices.
 - (5) The concessionaire shall ensure to have adequate amount of life jacket available on Vessel/high end boat in operating period.
 - (6) The concessionaire shall ensure that the noise of Floating Restaurant/River Cruise should be of minimal decibel and as per the relevant regulation, if any, of the Concerned Authority.
 - (7) To operate and maintain the restaurant in accordance with the best industry practice, safety precautions, and terms of this RFP.
 - (8) Performance and fulfillment of all other obligations incidental to and supporting the above.
 - (9) The navigational aids like floating buoys need to be put, as per the bathymetry survey at the cost of the concessionaire.
 - (10) In case of break down, the Concessionaire has to start the services within two weeks or as received approval from the SRFDCL.
 - (11) The Concessionaire shall ensure that all the rules, regulations and guidelines of ongoing Pandemic and any such future rules, regulations or guidelines pertaining to any emergency situation, lockdown etc. are to be followed.

5.2 Special Conditions of the Concessionaire

- (1) The responsibility of safety of all the passengers using such service shall vest with the Concessionaire and in no event will SRFDCL/AMC/any Concerned Authority assume such responsibility or liability or for payment of any compensation. The Concessionaire shall be required to take adequate insurance as per Clause 8.2 to cover such risks.
- (2) The Concessionaire's repeated inability to meet the safety requirement or the repeated number of accidents shall be considered a significant deviation from desired performance of the Concessionaire and the SRFDCL retains the right to levy and collect from the Concessionaire, at its sole discretion, appropriate damages from Concessionaire for such non-performance. SRFDCL retains the right to cancel the Concession and forfeit the Performance Security in case of such an event. Under no circumstances will the SRFDCL assume any responsibility for such failure or be liable to pay any compensation to anyone.
- (3) The Concessionaire shall immediately notify and report all minor/ major accidents at the site to the SRFDCL.
- (4) It is the responsibility of the Concessionaire to ensure safe embarking/ disembarking facility, erecting and maintaining jetty at the appropriate location of theirs on their won cost. No space for cooking etc. on the jetty or embarking/ disembarking point shall be permitted. The Concessionaire shall be allowed to

- park his Vehicle for transfer of material.
- (5) The concessionaire shall ensure that Tobacco, Cigarette, unhygienic food, alcoholic drink & consumables will not be allowed to use, consume or to sell on Floating Restaurant/River Cruise.
 - (6) The Concessionaire is liable to immediately respond to safeguard passengers during the operating hours.
 - (7) Concessionaire is not permitted to levy any hidden charges from the users other than the Cruise/Restaurant fares/charges.
 - (8) Concessionaire shall not sublet, transfer or assign the services or any part thereof to others. No other person shall be entitled to use the premises or any part thereof on his behalf.
 - (9) The SRFDCL/AMC/Government of Gujarat/Gujarat Maritime Board or its authorized representatives shall have access at all hours to the site or any part thereof and inspect the services provided by the Concessionaire.
 - (10) The Concessionaire shall abide by all rules and regulations, orders and instructions that SRFDCL/AMC/Government of Gujarat/any Concerned Authority may make from time to time or adopt or issue for the safety and administration of the Facility.
 - (11) Upon the completion of the Concession Period, the Concessionaire shall vacate the location peacefully.
 - (12) Housekeeping of the Facility and Jetty shall be the sole responsibility of the Concessionaire.
 - (13) Any infrastructure in the Facility or any element of the surrounding environment that is observed by the SRFDCL to be damaged/polluted owing to direct neglect by the Concessionaire shall be required to be made good by the Concessionaire at its own expense. The Concessionaire's inability to do so shall attract damages as may be deemed fit by the SRFDCL.
 - (14) The overall control of the Location vests with SRFDCL on behalf of AMC, whose officers or authorized representative shall have access at all hours to the said site or any part thereof. The Concessionaire shall abide by all rules and regulations, orders and instructions that SRFDCL may make from time to time or adopt or issue for the care, protection and administration of the Facility and the Jetty.
 - (15) The SRFDCL does not envisage water level to hold throughout the year. In case of flood situation, the operator has to take out their Vessel or any other deployment at an appropriate location of theirs and at their own cost to avoid any damage or loss due to flood. The operation may be closed for certain period of time due to flood situation, if any.
 - (16) Any offence on the area will be under the jurisdiction of the concerned police station of Ahmedabad.
 - (17) Concessionaire shall ensure to follow all the rules, regulations and guidelines by SRFDCL, AMC, Government of Gujarat and any Concerned Authority pertaining to the Floating Restaurant/River Cruise and Water/River.

6 OBLIGATIONS AND UNDERTAKINGS:

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

6.1 General Obligations of the Concessionaire:

The Concessionaire shall at its own cost and expense:

- a) Provide for all the assets, infrastructure and manpower required for provision, operation, maintenance and management of Facility including jetty as per the terms and conditions of this RFP and the proposal submitted by Concessionaire.
- b) Manage the Facility and set up the Jetty including all construction in full operational condition during the Concession Period.
- c) Obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance with thereof at all times for execution of its obligations.
- d) Ensure compatibility of the Facility and the Jetty with the surrounding environment.
- e) Strictly adhered to the route and time period of Facility operation as specified in RFP summary all times during the Concession Period.
- f) Ensure that the On-board communications and alarm system is fully operative.
- g) Ensure that the food and beverages offered in the restaurant are of utmost hygienic quality.
- h) Ensure that the adequate numbers of life jackets and life buoys are available on high end boat.
- i) Provide adequate and clean toilets and other basic facilities at the Facility.
- j) Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and Systems used for the purpose of this Concession.
- k) Take all reasonable precautions for the prevention of accidents at the Facility and the Location and the surrounding environment.
- l) Not to place or create nor to permit any person claiming through or under the Concessionaire to create or place any Encumbrance over all or any part of the Location/Facility, or on any rights of the Concessionaire therein, save and except as expressly set forth in this RFP;
- m) Kitchen on shore & only onboard heating appliances will be allowed excluding gas.
- n) Take insurance as per the clause 8.2 and maintain the same all time during the Concession Period.
- o) To make regular payment of Upfront Annual Concession Fees to the SRFDCL. Late payment of annual concession fees would attract a late fee of Rs 1000 per day. In case of default, the concession agreement may be terminated. In this regard, the decision of SRFDCL on behalf of AMC shall be deemed final.
- p) The annual concession fees shall be paid by the concessionaire through suitable electronic mode, as per the instructions of SRFDCL. The Concession fees for every

year shall be payable within 30 days before the expiry of previous year and increased at the rate of 5% on the concession fees of the previous year. If the amount of concession fees is not paid till within stipulated time, then, SRFDCL may take necessary legal actions against such default. In this regard, the decision of SRFDCL on behalf of AMC shall be deemed final.

- q) Rental of Jetty set up by the Concessionaire will be charged at Rs. 40/- + GST per Sq. Feet per month. The rental of Rs. 40/- + GST per month for the Jetty shall be escalated @ 5% per annum every year thereafter for remaining years.
- r) Have requisite organization and designate and appoint suitably qualified officers/representatives as it may deem appropriate to supervise the implementation of its obligations under this RFP and to deal with the SRFDCL or its representative and to be responsible for all necessary exchange of information required pursuant to this RFP;
- s) Undertake, do and perform all such acts, deeds and things as may be necessary or required to adhere to the obligations under and in accordance with this RFP;
- t) Concessionaire shall make available at any time copy of RFP and proposal, Agreement and copies of all documents relating to safety and its safety standards for inspection, to the SRFDCL/AMC/Government of Gujarat/any Concerned Authority or its representative at their own cost.
- u) The expenses for water, electricity, etc. shall be arranged and borne by the Concessionaire.
- v) The concessionaire shall follow all the rules, regulations or guidelines by Concerned Authority regarding the ongoing COVID-19 Pandemic or any future emergencies, lockdown etc.
- w) The concessionaire shall ensure that their high end boat does not cross beyond the stretch designated area. Noncompliance in this regard shall lead to termination of the Concession Agreement with immediate effect and the Concessionaire shall be liable for damages as deemed fit by the SRFDCL on behalf of AMC.
- x) The concessionaire shall ensure that no structural damage is caused to the existing Jetty, & other permanent structures of the property of SRFDCL/AMC or any of its agency's property as a result of his activities or any of its agents, contractors, etc.
- y) Payment of all charges, lawyer's fees, stamp duties etc. for registration of Concession Agreement shall be borne by Concessionaire only.

7 SAFETY AND INSURANCE:

7.1 Safety

The Concessionaire shall during the subsistence of the Concession Period:

- a) Ensure the safety of the Facility and the Jetty and all the visitors thereby at all times, by providing adequate insurance and periodic inspection report to the SRFDCL and concerned/competent authority.

- b) To repair or to make it in appropriate condition at their own cost any damage/destruction caused due to direct/indirect neglect of the Concessionaire.
- c) Plan and install fire-detection, fire-alarm and fire-fighting system including necessary approvals from concerned authority/GMB on design and installation.
- d) Maintain sufficient number of safety equipment like Personal Flotation Devices, Life jackets, rescue boats etc. as per the requirement of concerned authority/GMB at accessible locations in case of its requirement in an emergency.
- e) Comply with the effluent and emission limits as per the standards set by respective government authorities.
- f) Undertake all such safety precautions that are incidental to the activities in accordance with the Concession.
- g) Fire safety by Fire Department of AMC/GSDMA/GMB etc.
- h) To meet any eventuality, concessionaire has to provide a rescue boat(s) of fully enclosed type of 15–20-person capacity. This boat(s) may sometimes be used for transporting VVIPs.

7.2 **INSURANCE:**

7.2.1 **Insurance during the Concession Period**

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

In general, the Concessionaire shall, at its cost and expense, purchase and maintain during the Concession Period, such insurances as are necessary at the time of starting of the Facility, including but not limited to the following:

- a) Concessionaire's all risk insurance;
- b) Procure Comprehensive third-party liability insurance including injury or death to staff of Concessionaire, staff or representatives of SRFDCL/AMC and users/visitors who may enter the Facility/ Location and mentioned the SRFDCL/AMC as beneficiary.
- c) Workmen's compensation insurance as per law;
- d) Any other insurance that may be necessary to protect the Concessionaire, its employees and its Facility (against loss, damage or destruction at replacement value) including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).

Concessionaire shall, from time to time, provide to the SRFDCL copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained in accordance with this RFP.

7.2.2 Application of Insurance Proceeds

- a) All moneys received under insurance policies shall be promptly applied by the Concessionaire towards claims of Users, staff of SRFDCL/AMC or Concessionaire who face injuries or death and repairs, renovation or restoration or substitution of the Facility or any other asset, infrastructure, etc. or any part thereof as the case may be which may have been damaged or destroyed.
- b) Concessionaire shall carry out such repairs or renovation or restoration or substitution to the extent possible in such manner that the damaged Facility/asset/matter after such repairs or renovation or restoration or substitution be as far as possible in the same as they were before such damage or destruction.

7.2.3 Validity of Insurance Cover

The Concessionaire shall pay the premium payable on such insurance policy(ies) so as to keep the policy(ies) in force and valid throughout the Concession period and furnish copies of the same to the SRFDCL. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 Days' clear notice of cancellation is provided to the SRFDCL in writing.

8 GENERAL RFP CONDITIONS:

8.1 Work Order & Agreement

As the first step for the assignment, SRFDCL on behalf of AMC will issue the successful bidder a Work Order. This Work Order will refer to the proposal and the successful bidder has to confirm its acceptance. The successful bidder will be issued two copies of Work Order. The successful bidder shall sign and return one of the copy of the Work Order in acknowledgement and acceptance of all the terms & conditions of RFP, Work Order and draft Concession Agreement thereof to SRFDCL within 7 working days. If the successful bidder fails to return the signed copy of Work Order within stipulated time, then, the amount of Bid Security shall be forfeited and the next eligible bidder may be considered. In this regard, the decision of SRFDCL shall be deemed final.

Both the parties agree to enter into a detailed Agreement in due course which shall consist of the RFP terms and conditions and additions, if any. SRFDCL reserves the right to incorporate such terms and conditions in the Agreement in addition to those in the RFP, which are deemed to be necessary by it. The Agreement shall constitute a contract between the SRFDCL on behalf of AMC and the Concessionaire under the Indian Contracts Act, 1872. The Concession Agreement shall be signed before the completion of 10 months from the date of Work Order or before starting of the operations, whichever is earlier.

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

emergency situation or otherwise.

8.2 Tax Liability

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

8.3 Visit to the Location

- (1) The bidders prior to submitting their bid, are expected to visit and examine the Location for the Facility, site conditions, climate, availability of water and other utilities for construction, access to location, handling and storage of materials, whether data, applicable law and regulations, location surroundings and any other matter which is relevant at its own expenses, the Location being offered is on "as is where is" basis and ascertain on their own responsibility information, technical data, market study, etc. including actual condition of existing services which may or may not have to be shifted/ removed/ replaced etc.
- (2) It shall be assumed that all these factors were accounted for by the bidder while quoting his bid. The bidder shall be deemed to have full knowledge of the Location, environment and climate whether he inspects it or not.

8.4 Payment and Consideration

The Concessionaire is required to make upfront payment for the Annual Concession Fees as follows:

- (1) Bidder is required to quote the Annual Concession Fees payable to SRFDCL on behalf of AMC as a consideration for the SRFDCL on behalf of AMC granting non-exclusive rights as a Concessionaire for the FLOATING RESTAURANT/RIVER CRUISE facilities. The quotation required to be given shall be in the format of financial bid only.
- (2) The Annual Concession Fees shall be paid as per the specifications in RFP.
- (3) The Annual Concession Fee shall be exclusive of all taxes and shall not be subject to any variation, labour condition and fluctuation in fares, taxes and any condition whatsoever.

8.5 Termination of Contract

If either party wants to terminate the Concession, it shall be allowed to do so by giving thirty (30) days' notice. However, in case the concessionaire would like to terminate the concession agreement due to reasons attributable to it, then the Performance Security and the concession fee for the remaining period of the year shall stand forfeited. In case the termination is due to Force Majeure or for any reason attributable to the SRFDCL, then unused concession fees for the remaining period of the year and Performance Security may be returned to the Concessionaire subject to

the SRFDCL's/AMC's right to receive any unpaid dues/ damages, etc.

8.6 Jurisdiction of Courts

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

8.7 Change Management Procedure

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

For avoidance of doubt, the parties expressly agree that-

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

8.8 Arbitration:

1. If any dispute or difference of any kind whatsoever (a "**Dispute**") shall arise out of or in connection with this Agreement between the Parties, the Parties shall attempt, for a period of 30 (thirty) days after the receipt by one Party of a notice from the other Party of the existence of the Dispute or difference, to settle such Dispute in the first instance amicably by mutual discussions between the Parties. If the Dispute cannot be settled within 30 (thirty) days by mutual discussions, the Dispute shall finally be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.
2. All Arbitration proceedings shall be conducted in the English language. For the purpose of such Arbitration, there shall be three Arbitrators (the "**Arbital Tribunal**") appointed in the following manner:
 - a. One Arbitrator shall be appointed by the SRFDCL;
 - b. One Arbitrator shall be appointed by the Concessionaire; and
 - c. The two Arbitrators so appointed shall jointly appoint the third Arbitrator who will be the Presiding Arbitrator.
3. The award of the Arbital Tribunal shall be final and binding on the Parties and shall not be questioned or challenged by either of them.
4. Arbitration shall be held at Ahmedabad and Courts at Ahmedabad alone shall have exclusive jurisdiction to entertain and deal with the matter arising there

from. Each Party shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced under this Agreement.

5. The Parties shall bear their own costs and expenses of the arbitration proceedings and equally share fees of the Arbitral Tribunal and any other expenses thereof.

8.9 Events of default and termination:

8.9.1 Concessionaire Event of Default

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

Any of the following events shall constitute an event of default by the Concessionaire ("Concessionaire Event of Default") unless such event has occurred as a result of a Force Majeure Event;

- (1) The Concessionaire is unable to operationalize the Facility within the period stated in this RFP or within such period that the SRFDCL has permitted it.
- (2) Any major deviation from the proposal submitted by the Concessionaire that is not acceptable to the SRFDCL shall be corrected on the SRFDCL'S Notice. Failure of the Concessionaire to do so shall be considered as the Event of Default on part of the Concessionaire.
- (3) Any representation made or warranties given by the Concessionaire under this Concession is found to be false or misleading.
- (4) The cumulative amount of the Damages in any Financial Year exceeds 10% of the concession fees for that year.
- (5) Repetitive deviation from the performance standard and safety precautions as per Clause 8.1 or Annexure 6 of this RFP.
- (6) Concessionaire failed to make any payment to SRFDCL within the Period specified in this RFP or as specified by SRFDCL.
- (7) Concessionaire submits to SRFDCL any statement which is false in material particulars and which has a material effect on SRFDCL'S right, obligations or interests.
- (8) A resolution is passed by the shareholders for the voluntary winding up of the Concessionaire Company.
- (9) Any petition for winding up of the Concessionaire firm/company is admitted by a court of competent jurisdiction or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Contract, and provided that:
 - (a) The amalgamated or reconstructed entity has the technical capability and

operating experience necessary for the performance of its obligations under this Contract.

- (b) The amalgamated or reconstructed entity has the financial standing to perform its obligations under this Concession and has a credit worthiness at least as good as that of the Concessionaire as at the date of Work Order and
 - (c) Each of the contracts remains in full force and effect.
- (10) Concessionaire suspends or abandons the operations without the prior consent of SRFDCL, provided that the Concessionaire shall be deemed not to have suspended/abandoned operation if such suspension/abandonment was as a result of Force Majeure Event and is only for the period such Force Majeure is continuing,
 - (11) Concessionaire has caused any serious breach that has caused some irreparable harm to the SRFDCL/AMC/ surrounding environment or any Third Party, whatsoever.
 - (12) Concessionaire has failed to correct any damage within reasonable time given by the SRFDCL.
 - (13) Concessionaire repeatedly fails to carry out the activities as are mentioned in the scope of activities as per this RFP.
 - (14) Concessionaire repudiates this RFP or otherwise evidences an intention not to be bound by this document.
 - (15) Concessionaire is otherwise in Material Breach of the RFP or commits a default in complying with any of its other provisions.
 - (16) Concessionaire has failed if the Operator have used damage high end boat/vessel due to negligence and has caused severe problem to SRFDCL/AMC in terms of putting passengers' life on risk.
 - (17) Concessionaire has failed to maintain quality assurance program as per the ISO 22000 standard within reasonable time given by the Concerned Authority.

8.9.2 Termination for Concessionaire Event of Default

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

- (a) If the default is not cured within 7 (seven) days of the Preliminary Notice, SRFDCL on behalf of AMC shall be entitled to encash the Performance Security with a notice to the Concessionaire (Encashment Notice),

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

8.9.3 Rights of Authority on Termination

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

- (1) Retain possession and control of Location forthwith in the original condition
- (2) SRFDCL on behalf of AMC may retain the possession of any/all structures constructed by the Concessionaire.
- (3) Prohibit the Concessionaire and any person claiming through or under the Concession from entering upon the Location/ dealing with or any part thereof;
- (4) Appoint another party or Concessionaire for the Concession.
- (5) In the event of Concessionaire's Event of Default, the Performance Security may be returned subject to SRFDCL's rights to receive any amount due or damages from the Concessionaire. If in case, the amount due or the amount of damages is higher than the Performance Security, then, the Concessionaire shall have to pay the dues/damages accordingly. In this regard, the decision of SRFDCL shall be deemed final.
- (6) SRFDCL's Right to Re-tender the given area on Termination:
 - a. SRFDCL on behalf of AMC shall have right to re-tender the given area on termination of the Agreement for any reasons whatsoever.
 - b. After completion of Concession Period, the Concessionaire shall not reserve any rights to the given area.
 - c. SRFDCL if it deems necessary shall also have right to seal or lock the given area upon termination.

8.9.4 Termination Payments

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

8.10 Liability

In no event SRFDCL/AMC shall be liable to the Concessionaire for special or, indirect damages in connection with or arising out of the furnishing, performance or use of the services or deliverables provided by Bidder under the terms of this RFP.

8.11 Indemnity

- (1) The Concessionaire shall at all times, i.e. during the subsistence of Concession period and at any time thereafter, defend, indemnify and hold Authority harmless

from and against all claims including without limitation claims for breach of contract, all suits, proceedings, actions, claims, demands, liabilities and damages which the SRFDCL on behalf of AMC or SRFDCL'S/AMC'S indemnified persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims including third party claims and expenses (including court costs) arising out of or relating to the breach by Concessionaire of any covenant representation or warranty or from any act or omission of the Concessionaire or his agents, employees or sub- Concessionaires.

- (2) The Concessionaire shall at all times, i.e. during the subsistence of Concession period, shall fully indemnify, hold harmless and defend the SRFDCL on behalf of AMC and SRFDCL/AMC indemnified persons from and against any loss or damages arising out of or with respect to-
 - (a) Failure of the Concessionaire to comply with Applicable laws and Applicable permits.
 - (b) Payment of taxes required to be made by the Concessionaire in respect of income or other taxes of Concessionaire and its representatives.
- (3) Nonpayment of amounts due as a result of materials or services furnished to the Concessionaire or any of its sub-concessionaires.
- (4) Third party claims for compensation and liabilities arising out of performance of fulfillment of Concessionaire's obligations.

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

8.12 Force Majeure

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

For the purpose of the Agreement, "**Force Majeure**" is any event occurring due to Act of God, war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of defense authorities or any other agencies of government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves, landslides, lightning explosions, whirlwind, cyclone, tsunami, plagues or other pandemic or epidemic quarantine, lock down, global, national or regional emergencies, acts of war, acts of terrorism or sabotage, destruction of the structure and/or infrastructure, prolonged failure of energy, revocation of approvals,

no objections, consents, licenses granted by the government, change of laws, action and / or order by statutory and/or Government Authority, acquisition, requisition or dispossession of the land or any part thereof, third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.

8.13 Independent Concessionaire

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

8.14 No Assignment

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

8.15 Proposal Disqualification Criteria

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

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

8.16 Understanding of terms

By submitting a proposal, each Bidder shall be deemed to acknowledge that it has carefully read all parts of this RFP, including all forms, schedules and annexures hereto, and has fully informed itself as to all existing conditions and limitations.

8.17 Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, or potential for

conflict of interest on the part of the bidder due to prior, current contracts, engagements, or affiliations with SRFDCL/AMC. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

8.18 Notification of Award

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

8.19 Failure to agree with the terms and conditions

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event SRFDCL on behalf of AMC may award the contract to the next best value Bidder or call for new proposals.

8.20 Severability and Waiver

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

8.21 Representations, Warranties and Disclaimer:

8.21.1 Representations and Warranties of the Concessionaire

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

- (1) It is duly organized, validly existing and in good standing under the laws of India.
- (2) It has to execute, deliver and perform its obligations under this RFP and to carry out the transactions contemplated hereby.
- (3) It has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this RFP.
- (4) It has the financial standing and capacity to undertake the Project.

- (5) This RFP constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- (6) It is subject to civil and commercial laws of India with respect to this RFP and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof.
- (7) The execution, delivery and performance of this RFP will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
- (8) There are no actions, suits, proceedings, or investigations pending or, to the Concessionaire's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Concessionaire under this RFP or which individually or in the aggregate may result in any Material Adverse Effect.
- (9) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect or impairment of the Concessionaire 's ability to perform its obligations and duties under this RFP.
- (10) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect.
No representation or warranty by the Concessionaire contained herein or in any other document furnished by it to SRFDCL/AMC or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- (11) No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Concessionaire, to any person by way of fees, commission or otherwise for securing the RFP or entering into of the Agreement or for influencing or attempting to influence any officer or employee of SRFDCL/AMC in connection therewith.

8.21.2 Disclaimer

- (1) Without prejudice to any express provision contained in this RFP, the Concessionaire acknowledges that prior to the execution of this RFP, the Concessionaire has after a complete and careful examination made an independent evaluation of the Specifications, Location and all the information provided by SRFDCL on behalf of AMC, and has determined to the Concessionaire 's satisfaction the nature and extent of such difficulties, risks and

hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.

- (2) The Concessionaire further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in (a) above and hereby confirms that SRFDCL/AMC shall not be liable for the same in any manner whatsoever to the Concessionaire.

8.21.3 Representations and Warranties of SRFDCL on behalf of AMC

SRFDCL represents and warrants to the Concessionaire that:

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

8.22 Survival

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

8.23 No Partnership

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

8.24 Miscellaneous

Language:

All notices required to be given under this RFP and all communications, documentation and proceedings which are in any way relevant to this RFP shall be in writing in English language.

Ownership and Protection of Property

- (1) SRFDCL on behalf of AMC shall retain the title and ownership of any Location/ site allotted by SRFDCL on behalf of AMC to Concessionaire for purposes of carrying out Concessionaire's obligations in relation to the Concession. Such title and ownership of SRFDCL on behalf of AMC of any such Location shall not pass to Concessionaire.
- (2) For the purpose of this RFP, the Concessionaire shall have rights to the use of the site as sole Concessionaire and protect the Facility created by Concessionaire subject to and in accordance with this RFP and Agreement.

Adherence to Formats

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

9. No Change

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

10. SIGNAGE:

- (a) The Concessionaire shall have the right to put up signage's of size as approved by the SRFDCL displaying the generic name. The signage need to confirm to all governmental laws, regulations or ordinance relevant thereto.
- (b) The Concessionaire shall need to obtain a written approval from SRFDCL by way of a notice before putting up any form of signage and SRFDCL reserves the right to refuse or to suggest an alternation to the same. The signage shape and location etc. are subject to architectural controls to be issued by SRFDCL.
- (c) Placement of Signage without the permission of SRFDCL or placement in non-approved locations shall attract a penalty on Concessionaire as deemed fit by the SRFDCL. In case of persistence default, SRFDCL reserve the right to terminate the agreement with forfeiture of the Performance Security and advance concession fee paid in its favour after adjustment of all dues what so ever.

Formats for documents to be submitted
ANNEXURE 1
Letter comprising the Bid

Date:

To,

Executive Director,

Sabarmati Riverfront Development Corporation Ltd. (SRFDCL)

2ndFloor, "Riverfront House"

B/h. H.K. Arts College, Between Gandhi & Nehru Bridge,

Pujya Pramukh Swami Marg (River Front Road - West)

Ahmedabad - 380009

Sub: Bid for Provision, Operation, Maintenance and Management of Floating Restaurant/River Cruise in the River Sabarmati, Ahmedabad, Gujarat, India

Dear Sir,

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

2. I/ We acknowledge that the SRFDCL will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as operator for Provision, Operation, Maintenance and Management of Floating Restaurant/River Cruise in the River Sabarmati.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of SRFDCL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members[£] or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

Signature of Authorized signatory_____

7. I/ We declare that:
- (a) If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted.
 - (b) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposals issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance the RFP document.
9. I/ We believe that we/our Consortium satisfy(s) the Turnover criteria and meet(s) the requirements as specified in the RFP document. Our Average Annual Turnover during the last three financial years is_____ from _____(**specify business**).
10. I/ We declare that we/any Member of the Consortium, or our/ its Associates are not a Member of a/any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge- sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or

- any of our directors/ managers/ employees.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate SRFDCL of the same immediately.
 15. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SRFDCL on behalf of Ahmedabad Municipal Corporation in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
 16. In the event of my/ our being declared as the Successful Bidder, I/we agree to enter into a Concession Agreement.
 17. I/ We have studied all the Bidding Documents carefully and also surveyed the project site, location for the facility, site conditions, climate, availability of water and other utilities for construction, access to location, handling and storage of materials, whether data, applicable law and regulations, location surroundings, any other matter which is relevant and the traffic. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by SRFDCL or in respect of any matter arising out of or relating to the Bidding Process including the Work Order.
 18. I/ We offer a Bid Security of Rs. 5,00,000/- (Rupees Five Lakh only) to SRFDCL in accordance with the RFP Document having Demand Draft No. _____ dated _____ from _____ Bank as attached.
 19. The documents accompanying the Bid, as specified the RFP, have been submitted in a separate envelope.
 20. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
 21. I/We agree that I/We have quoted annual concession fee of Rs. _____ exclusive of taxes after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
 22. I/We agree and understand that Rental of Jetty set up by the Me/Us will be charged at Rs. 40/- + GST per Sq. Feet per month.
 23. I/We agree and understand that the annual concession fee will escalate @ 5% on the annual concession fee of the previous year every year and the rental of Rs. 40 + GST per month for the Jetty will be escalated @ 5% per annum every year thereafter for remaining years.
 24. I/ We agree and undertake to abide by all the terms and conditions of the

- RFP document.
25. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement.
 26. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid opening date.
 27. Declaration of bidder on requisite stamp paper, for being not banned / blacklisted by any Government Agency/ Organization.

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

Yours faithfully,

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

Place: Name and seal of Bidder/Lead
Member

**Annexure 2:
Bidder Information**

1. Bidder name and contact details:

Name of Bidder:

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

Name of Authorized Representative:

Telephone No:

Mobile No:

Alternate Number:

E-mail:

Registered Office Address:

2. To be Enclosed:

- a) Documents certifying Bidder's legal status i.e. Certificate of incorporation / Registration
- b) Latest brochures/ organization profiles etc.
- c) The bidder shall appoint an authorized signatory for signing the bid and acting as representative. The requisite authorization of this person in the form of Board Resolution/Partners Resolution or Power of Attorney (POA) will be required to be attached with the qualifying bid. POA shall be as per the format specified in Annexure 6.
- d) Audited Financial Reports of the last 3 years.
- e) Any other additional information found necessary by the bidder relating to the RFP

Annexure 3: Technical Bid Evaluation Criteria

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

Criteria	Specific Requirement	Documents to be Submitted	
Prior experience of the Bidder	Bidder should have average turnover of Rs 1 Crore during the last three financial years i.e. 2017-2018, 2018-2019, 2019-2020 from any of the following activities: <ul style="list-style-type: none"> • Restaurant/ Catering/Shipping/ Boating/Marine Tourism and similar Recreational Facilities in India as well as abroad. 	Certificate from Statutory Auditor/Registered Chartered Accountant specifying the turnover from these activities only during each of the last three financial years.	Pass/Fail
Gestation Time	Bidder must be able to bring in High end Boat/Vessel meeting technical specifications as per point 5 of the RFP Summary.	Availability of high-end Boat/Vessel meeting technical specifications based on drawings, quotations, brochures and other material	Pass/Fail

Broad Business Plan of the proposed Floating Restaurant/River Cruise.	Sound and convincing Business Plan for launch of high-quality Floating Restaurant/River Cruise	<p>Bidder must submit their presentation and provide following details and qualified bidder may be invited for doing their presentation on Technical Proposal:</p> <p>Concept/ Business Plan, innovativeness and market compatibility (10 marks)</p> <p>Quality of Proposed high-end boat/Vessel in terms of Adequacy of Size, Age, Safety features, Technical features and adequacy, Cost, Make, Design, Finishing and furnishing (20 marks) based on drawings, brochures etc. to convince the SRFDCL.</p> <p>Prior experience/ relationship with supplier and other details that convinces the SRFDCL on behalf of AMC about the capability of the bidder to launch his services within the specified time (10 marks)</p>	Must score 30 marks out of the 40 as mentioned
-----------------------------------------------------------------------	------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------

Annexure 4:
Format for Performance Security

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

WHEREAS <**Name of Bidder**> <Registered office address>. hereinafter referred to as "the **Bidder**", which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns) has undertaken, in pursuance of Work Order No. [●]) dated [●] for Provision, Operation, Maintenance and Management of a Floating Restaurant/ River Cruise in the Sabarmati River in Ahmedabad City (the "**Assignment**") on Concession basis (hereinafter referred to as "**the Concession Agreement**");

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

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

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

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

Signature of Authorized signatory_____

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

The Bank hereby, unconditionally and irrevocably, guarantees and affirms that in order to give effect to this Guarantee, SRFDCL shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Bidder and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee;

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR: [●]

NAME OF BANK [●]

ADDRESS [●]

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

**Annexure 5:
Format for Financial Bid**

Dated:

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

Sub: Financial Bid with respect to RFP for Provision, Operation, Maintenance and Management of Floating Restaurant/ River Cruise in the Sabarmati River in Ahmedabad City

Dear Sir,

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

No.	Description	Amount (in INR) exclusive of all taxes*
1	Upfront Annual Concession Fees payable to SRFDCL on behalf of AMC for the first year	

*** Instructions for the Financial bid**

- (1) The bidder shall quote the amount of Annual Concession Fee in Indian Rupees only in the third column of the given table (in figure and in words).
- (2) The payment of Annual Concession Fees shall be made as per RFP Summary.
- (3) Annual Concession Fees for the subsequent years shall increase @ 5% per annum of the fees of the preceding year.
- (4) The bidder shall be required to visit and satisfy himself as to the location, weather conditions, likely operational costs and market potential of the Location of the proposed facilities.
- (5) The bid is to be quoted exclusive of all taxes that the bidder may attract, or any other taxes and levies that may be attracted in India.

Yours Sincerely,

(Name and Signature of the bidder with Date)

Signature of Authorized signatory_____

Annexure 6: Performance Standards

Performance Standards to be fulfilled by the Concessionaire with regard to Amenities during the Provision, Operation, Maintenance and Management of the Facility

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

A. General

- i. Restaurant, public areas, kitchen, etc. fully cleaned daily.
- ii. All floor surfaces on the high-end boat to be clean and in good condition. Daily germicidal cleaning of floors
- iii. Establishment to comply with applicable labor laws
- iv. Complaint / Suggestions Register to be placed and maintained on high end Boat
- v. Water for cooking, drinking and ice making should be boiled / purified through RO process
- vi. Power back up facility
- vii. Proper Signage
- viii. Cash Counter should be equipped with Computer and other necessary infrastructure
- ix. Obtaining all necessary approvals, clearances and licenses required for operating the Facility.

B. Restaurant

- i. Head covering for production staff.
- ii. Clean utensils and hygienic washing and drying of cooking utensils, crockery, cutlery and glassware. Kitchen should be full equipped with gadgets like Microwave Oven, Aqua guard facilities, Dish Washer, Electric Chimney having requisite capacity of suction, vacuum cleaner, etc.
- iii. ISI marked premium Oil usage in cooking. Other raw material usage also to be ISI marked.
- iv. Proper Ventilation and storage system
- v. First-aid training for all kitchen staff
- vi. Filtered Drinking water
- vii. Garbage to be segregated-wet, dry and Bio waste

C. Staff Quality

- i. Smart and clean Staff Uniforms along with face Mask considering any pandemic viral situation
- ii. Hand Gloves and cap/mask for kitchen staffs

Signature of Authorized signatory_____

- iii. Front office staff should be able to understand and speak in Gujarati/Hindi and English
- iv. Staff Welfare / Facilities
- v. The supervisory staff coming in contact with guests should be able to understand and speak Gujarati/Hindi and English.
- vi. The Concessionaire shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Concessionaire shall be required to furnish declaration to SRFDCL with respect to all his personnel deployed. Further, Concessionaire shall submit police verification report in respect to all its personnel to the SRFDCL within 2 months of executing the Concession Agreement. All the Concessionaire's personnel shall be required to possess ID card while working in SRFDCL's premises as per prevailing procedure. Access inside other premises of the SRFDCL's property shall not be allowed without prior approval from SRFDCL.

D. Safety & Security

- i. Required members of the staff shall be trained in swimming and lifesaving, necessary certificates of the same shall be submitted to SRFDCL.
- ii. Security arrangement
- iii. Adequate lifesaving equipment / Fire Extinguishers to be installed on boat as per any concerned authority's/GMB's requirements.
- iv. Fire and emergency procedure notices displayed
- v. Staff trained in first aid. First aid kit with over the counter medicines with front desk
- vi. Provision for emergency exit
- vii. To meet any eventuality, concessionaire has to provide a rescue boat(s) of fully enclosed type of 15–20-person capacity. This boat(s) may sometimes be used for transporting VVIPs.
- viii. The concessionaire shall maintain the Floating Restaurant/River Cruise and rescue boat(s) in perfect condition all the time.
- ix. The concessionaire shall follow all the rules, regulations or guidelines by Concerned Authority regarding the ongoing COVID-19 Pandemic or any future emergencies, lockdown etc.

E. Eco-friendly Practices

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

Annexure 7
Format of Power of Attorney FOR Signing of Bid
(On Requisite Stamp Paper)

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

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

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

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

Witnesses:

1. _____
2. _____

Accepted

.....

(Signature)

(Name, Designation of the Attorney)

Signature of Authorized signatory_____

Instructions:

- (1) *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (2) *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Bidder.*
- (3) *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Annexure 8
Consortium Agreement
(Joint Bidding Agreement)

(to be executed by the Members) (On Requisite Stamp Paper)

THIS CONSORTIUM AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} 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 assignees)

AND

2. {.....Limited, a company incorporated under the Companies Act, 1956} 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 assignees)

AND

3. {.....Limited, a company incorporated under the Companies Act, 1956 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 assignees}}

The above mentioned parties of the FIRST, SECOND, {THIRD and} PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS

(A) Sabarmati Riverfront Development Corporation Limited having registered office at 2nd Floor, Riverfront House, Behind H K College Puja Pramukh Swami Maharaj Marg, Riverfront (West), Ahmedabad – 380009, Gujarat (India) (referred to as the "**SRFDCL**" which expression will, unless repugnant to the context or meaning thereof, include its administrators, successors and assignees) on behalf of Ahmedabad Municipal Corporation (AMC) has invited Bids (the "**Bids**") by its Request for Proposal No. [] dated [] (the "**RFP**") for "Selection of a Concessionaire for Provision, Operation, Maintenance and Management of River Cruise/ Floating Restaurant in the Sabarmati River in

Signature of Authorized signatory_____

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Ahmedabad City" (collectively the "**Project**") as per the terms of RFP.

- (B) The Parties hereto are commonly interested in jointly bidding for the Project as members of a Consortium in accordance with the Terms and Conditions of the RFP document and other bid documents in respect of the Project.
- (C) Each Party has studied and examined the RFP document and contents thereof and thereafter have joined and commonly decided to participate in the Bidding Process for this Project.
- (C) It is a necessary condition under the RFP that the Members of Consortium will enter into a Consortium Agreement and furnish a copy of it with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

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

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. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "**SPV**") under the Companies Act, 2013 for entering into a Concession Agreement with SRFDCL on behalf of AMC for the purpose of executing the Project and for performing all its obligations as the Developer in terms of the said Concession Agreement for the Project.

4. 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 as per the terms of the Concession Agreement when all the obligations of the SPV shall become effective;

- b) Party of the Second Part shall {define the role of the party}
- c) Party of the Third Part shall {define role of the party}

5. Joint and Several Liabilities

- 5.1 The Parties do hereby undertake to be jointly and severally responsible and liable for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP documents and the said Concession Agreement, till such time the Project is completed and achieved under and in accordance with RFP documents and the said Concession Agreement.
- 5.2 The Parties further undertake to be jointly and severally liable to SRFDCL/AMC, to perform all their contractual obligations in terms of the said Concession Agreement.

6. Shareholding in the SPV

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

First Party:

Second Party:

Third Party:

- 6.2 The Parties undertake that a minimum of 10% (ten per cent) of the issued, subscribed and paid-up equity share capital of the SPV shall, at all times till completion of the Project, be held by the Parties of the First, {Second and Third} Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Bidders for the Project in terms of the RFP.
- 6.3 The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the issued, subscribed and paid-up equity share capital of the SPV at all times until the completion of all the obligations of the Bidders/ SPV as per the terms of the RFP documents and the Concession Agreement for the Project.
- 6.4 The Parties undertake that they shall comply with all equity lock-in requirements as per the terms of the RFP documents and the Concession Agreement.

7. Representations of the Parties

Each Party represents to the other Parties and also to SRFDCL 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 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, license, grant, concession or other governmental authorization, approval, judgment, 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.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the Project is achieved and till the obligations of the Bidders/ SPV under the RFP documents and in accordance with the Concession Agreement remains continue, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not prequalified or upon return of the Bid Security/ EMD by SRFDCL to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Consortium Agreement shall be governed by the laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement will not be amended by the Parties without the prior written consent of SRFDCL.
- 9.3 The competent courts at Ahmedabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Consortium Agreement.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED for and on behalf of the PARTY OF THE FIRST PART by:	SIGNED, SEALED AND DELIVERED for and on behalf of the PARTY OF THE SECOND PART by:	SIGNED, SEALED AND DELIVERED for and on behalf of the PARTY OF THE THIRD PART by:
Signature) (Name) (Designation) (Address)	Signature) (Name) (Designation) (Address)	Signature) (Name) (Designation) (Address)

In the presence of:

1

2.

Instruction:

1. *The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favor of the person executing this Agreement for the delegation of power to execute this Agreement on behalf of the Consortium Member.*
3. *For a Consortium Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

Annexure 9
FORMAT OF POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM
(On Requisite Stamp Paper)

Whereas the Sabarmati Riverfront Development Corporation Limited ("SRFDCL") on behalf of Ahmedabad Municipal Corporation (AMC) has invited Bids from interested parties for the "Selection of a Concessionaire for Provision, Operation, Maintenance and Management of River Cruise/ Floating Restaurant in the Sabarmati River in Ahmedabad City' ("the **Project**").

Whereas ,.....,and.....(collectively the "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 document (RFP) 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, with SRFDCL.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, (1)_____ having our registered office at_____, (2) M/s. having our registered office at _____ and (3) M/s. _____having our registered office at _____, (the respective names and addresses of the registered office of consortium members) (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 said Attorney (with power to sub-delegate) to conduct all business and affairs related to the Project for and on behalf of the Consortium and any one of us, during the bidding process and, in the event the Consortium being awarded the Project, 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 Bids, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with SRFDCL, and/ or any other Government Agency or authority 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

Signature of Authorized signatory_____

SRFDCL/ AMC.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF ____20**

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)

Instructions:

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

Signature of Authorized signatory_____

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

Annexure 10
Location of Jetty

- The Concessionaire is free to run the Floating Restaurant/ River Cruise facility within the defined area awarded to him. The area and location for different elements are as below:

Sr.	Particulars	Location	Length (Mtr) x Width (Mtr)	Area in Sq. M
1	Ticket Window,	Lower Promenade, downstream of Foot Over Bridge beside Flower Park	Linear stretch of 3 Mtr. width abutting to the retaining wall having length 10 Mtr. In between Light Pole No. EJWL 3705 and 3706, Near Stair Case No.44(As shown in the sketch)	
2	Waiting Lounge and Embarkment & Dis-embarkment for Jetty	Lower Promenade, downstream of Foot Over Bridge beside Flower Park		
3	Kitchen	Any of the Food court/ shop in Flower Garden can be taken		
4	Indicative Route	Eastern side of River Sabarmati from Gandhi Bridge to Sardar Bridge		