

# REQUEST FOR PROPOSAL

## APPOINTMENT OF CONCESSIONAIRE

for  
**Request for Proposal for selection of agency for operation, maintenance & commercial utilization of Krantidhara Park under Meerut Development Authority**



**Meerut  
Development  
Authority**

August 2025

**Issued By:**

**MEERUT DEVELOPMENT AUTHORITY (MEDA)**

**Civil Lines, Meerut- 250003**

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## **Disclaimer**

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants (“Concessionaire”), whether verbally or in documentary or any other form by or on behalf of the Meerut Development Authority (MEDA) or any of their employees or Advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This Request for Proposal (RFP) is an invitation by MEDA, to get a Technical Bid and Financial Bid from the Applicants.

This RFP is not an agreement and is neither an offer nor an invitation by the MEDA to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements that reflect various assumptions and assessments arrived at by the MEDA in relation to the development, operations, and maintenance services. Such assumptions, assessments, and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the MEDA, its employees, or advisers to consider the objectives, technical expertise, and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Reasonable care has been taken in its preparation and all information has been compiled in good faith. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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



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

The issue of this RFP does not imply that the MEDA is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and the MEDA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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



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## 1. Data sheet

|   |   |   |
|---|---|---|
| 1 | <b>Name of the Bid</b>  | Appointment of concessionaire for Request for Proposal for selection of agency for operation, maintenance & commercial utilization of Krantidhara Park under Meerut Development Authority (MEDA).   |
| 2 | <b>Time-period of contract</b>  | Ten(10) Years   |
| 3 | <b>Method of selection</b>  | Quality cum Cost base method (QCBS) (70:30)   |
| 4 | <b>Bid Processing Fee</b>   | Non-refundable/Nonadjustable fee of <b>INR 20,000 + GST 18 percent</b> (INR Twenty Thousand Only + GST eighteen percent). The payments are to be made in the form of RTGS/NEFT from any nationalised bank to the account details as mentioned below:<br><b>Name of the Bank: INDIAN BANK</b><br><b>Beneficiary Name: Vice Chairman, Meerut Development Authority, Meerut</b><br><b>A/c No - 50296325916</b><br><b>IFSC code – IDIB000M679</b> |
| 5 | <b>Earnest Money Deposit (EMD)</b>  | Earnest Money Deposit (EMD) Refundable amount of <b>INR 3,00,000 (INR Three Lakhs only)</b> . The payments to be made in the form of RTGS/NEFT from any nationalised bank to the account details as mentioned below:<br><b>Name of the Bank: INDIAN BANK</b><br><b>Beneficiary Name: Vice Chairman, Meerut Development Authority, Meerut</b><br><b>A/c No - 50296325916</b><br><b>IFSC code – IDIB000M679</b>                                 |
| 6 | <b>Financial Bid to be submitted</b>  | The tender will be two bids system. The financial bid to be submitted in BoQ format along with Technical Bid on xxxx website only.  |
| 7 | <b>Name of the Authority's official for addressing queries and clarifications</b> | <b>Mr. Tej Pratap Singh</b><br>Chief Town Planner<br><b>Meerut Development Authority</b><br>Civil Lines, Meerut<br>PIN - 250003, Uttar Pradesh<br>Email: <a href="mailto:mdameerut@rediffmail.com">mdameerut@rediffmail.com</a>   |
| 8 | <b>Proposal Validity Period</b>   | 60 Days from Proposal Due Date  |
| 9 | <b>Schedule of Bidding Process</b>  |   |
|   | Date of Issue of RFP  |   |
|   | Last Date for receiving queries   |   |
|   | Publication of responses to pre bid queries                                       |   |
|   | Proposal Due Date   |   |
|   | Date of Presentation by Bidders   | To be held at Meerut Development Authority Meeting Hall (exact time and date shall be confirmed later)  |



|    |   |   |
|----|---|---|
|    |   | (In case of virtual meeting, link will be shared on the email ID of participants)                             |
|    | Date of opening of the Financial proposal | To be informed later  |
| 10 | <b>Base Price</b>                         | <b>1 Crore Per Year</b>   |
| 11 | <b>Consortium to be allowed</b>           | YES   |
| 12 | <b>Sub-contracting is allowed</b>         | YES   |
| 12 | <b>Performance Security</b>               | <b>20% of Annual Lease Rent of 1 year</b><br><b>OR</b><br><b>20 (Twenty) Lakh rupees, whichever is higher</b> |



## **2. Instructions to Bidders**

### **2.1 General instructions**

#### **2.1.1 Number of Proposals and respondents**

1. No Bidder shall submit more than one (1) Proposal, in response to this RFP. Each bidder shall submit only one bid. A bidder who submits more than one bid shall cause the proposals with the Bidder's participation to be disqualified.
2. A Bidder applying individually shall not be entitled to submit another Proposal.
3. Joint Venture/Consortium is allowed.

In case the Bidder is a Joint Venture, not more than 3 firms shall be allowed, and the proposal shall be accompanied by a legally binding Joint Venture Agreement (JV), signed by all partners of the joint venture, confirming the following therein:

- a Date and place of signing;
  - b Purpose of Joint Venture (must include the details of contract works for which the joint venture has been invited to bid);
  - c Clear and definite details of the proposed administrative arrangements for the execution, operation, maintenance and management of the contract works;
  - d Delineation of duties/responsibilities and scope of work to be undertaken by each firm;
  - e Bid Security as required can be furnished by any partner but it should be in the name of the Joint Venture;
  - f Bank Guarantee(s), as required, will be furnished by all partners, out of their accounts, in proportion to their participation in the Joint Venture;
  - g A clear expression that the firms are jointly and severally liable to MEDA for the performance of the contract; and,
  - h The authorised representative of the joint venture to be clearly mentioned in the bid along with Power of Attorney to sign and submit the bid on behalf of the joint venture.
4. The Proposals must be properly signed as detailed below:
    - a If the Bidder is an individual, the Bid shall be signed by him above his full typewritten name and current address.
    - b If the Bidder is a proprietary firm, the bid shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
    - c If the Bidder is a firm in partnership, the bid shall be signed by the Managing Partner or all the partners of the firm above their full typewritten names and current addresses. A certified copy of the partnership deed and current address of all the partners of the firm should accompany the bid.
    - d If the Bidder is a limited company or a corporation, the bid shall be signed by a duly authorized person holding Power of Attorney for signing the bid accompanied by a copy of the Power of Attorney. The bid should also furnish a copy of Memorandum of Articles of Association duly attested by not below the rank of Public Notary.

### 2.1.2 Proposal preparation cost

1. The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
2. Cost of preparing the proposal for the contract, including visits to MEDA and the project area, will not be borne by MEDA and MEDA will in no case be responsible or liable for any such cost, regardless of the conduct or outcome of the bidding process;
3. Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
4. All papers submitted with the Proposal are neither returnable nor claimable.
5. Please note that the cost of preparing a proposal and of negotiating a contract including visits to MEDA, if any is not reimbursable as a direct cost of the assignment.

### 2.1.3 Acknowledgement by the Bidder

It shall be deemed that by submitting the e-Bid, the Bidder has:

1. Made a complete and careful examination of the e-Bid
2. Received all relevant information requested from Client
3. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of Client
4. Satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all its obligations thereunder;
5. Acknowledged that it does not have a Conflict of Interest; and
6. Agreed to be bound by the undertaking provided by it under and in terms hereof

### 2.1.4 Availability of Bid Document

This Bid document is available on the web site <http://etender.up.nic.in> and on Meerut Development Authority website <http://www.mdameerut.in> at E-link to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e- Bidder notice/ e-Bid document. ***The Bidders shall have to pay bid processing fee and EMD as mentioned in Data sheet*** through RTGS as given in data sheet. The scanned copy of RTGS with transaction ID certified by the same bank must be enclosed along with the e-Bid. The e-Bid document fee will be non- refundable. Bid without these in the prescribed form will not be accepted.

### 2.1.5 Right to accept and reject any or all the Proposals

1. Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
2. Authority reserves the right to reject any Proposal if:
  - i. At any time, a material misrepresentation is made or discovered, or



- ii. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
- iii. The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.
3. Any effort on the part of the Bidder or his agent to influence any decision in the evaluation, comparison of the Proposals, and in the award of the Contract would result in rejection of his Bid. Canvassing of any kind is prohibited.
4. Bidder would be liable to disqualification if he:
  - i. has made misleading or false representation or deliberately suppressed the information in any of the submissions made;
  - ii. has record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses, or has been blacklisted or been terminated due to his failure during past 5 years etc.
  - iii. is under a declaration of ineligibility for corrupt and fraudulent practices by MEDA or debarred from doing any Type of business with MEDA; and/or
  - iv. has tempered with the bid document in any manner.

#### **2.1.6 Clarifications**

1. To assist in the examination, evaluation and comparisons of the bids, the MEDA may, at its discretion, ask any Bidder for authentication of the correctness of the information/details furnished by him in his bid. Such request by MEDA shall be in writing and the response by the bidder shall be in writing or by cable/fax, but no change in the price or substance of the bid shall be sought, offered or permitted.
2. During evaluation of e-Bid, the Client may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
3. A prospective bidder requiring any clarification of the Bidding Documents must notify MEDA, in writing, not later than fifteen days before the last date of submission of the Bid/proposal.
4. The purpose of the meeting will be to clarify issues and to respond to queries on any matter that may be raised at that stage.
5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of any bidder.
6. The bidder is requested to submit questions on mail-id: [mdameerut@rediffmail.com](mailto:mdameerut@rediffmail.com) not later than one week before the meeting.
7. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
8. However, the Client shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the Corrupt and Fraudulent Practices.

#### **2.1.7 Amendment of the RFP**

1. At any time before the submission of proposals, MEDA may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the Bidding Documents by amendment. The amendment will be notified

through e- tender portal for this tender and will be binding on all bidders. MEDA may at its discretion extend the deadline for the submission of proposals.

2. Any modifications of the bidding documents, which may become necessary as a result of the pre-bid meeting shall be made by MEDA exclusively through the issue of an Addendum and not through pre-bid response.
3. At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website **<http://etender.up.nic.in>** through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-Bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned website from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.
4. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD.

#### **2.1.8 Data identification and collection**

1. It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
2. It would be deemed that by submitting the Proposal, the Bidder has:
  - i. Made a complete and careful examination and accepted the RFP in totality;
  - ii. Received all relevant information requested from Authority and;
  - iii. Made a complete and careful examination of the various aspects of the indicative Assignment.
3. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

#### **2.1.9 Corrupt or Fraudulent Practices**

MEDA will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract with MEDA, if it at any time determines that the bidder/Lessee has engaged in corrupt or fraudulent practices in competing for the contract or in execution.

- a) “corrupt practice” means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

- b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Lessor, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Lessor of the benefits of free and open competition.

MEDA requires the bidders to strictly observe the laws against fraud and corruption enforced in India, namely, “Prevention of Corruption Act, 1988.”

## **2.2 Preparation, submission, opening & acceptance of Proposal/e-bids**

### **2.2.1 Language and currency**

1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
2. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).
3. The fees shall be quoted in Indian Rupees only. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.

### **2.2.2 Proposal validity period and extension**

1. Proposals shall remain valid for a period of as mentioned in the data sheet from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
2. You are requested to hold your proposal valid as aforementioned for the validity period from the date of submission without changing the personnel proposed for the assignment and your proposed price.
3. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

### **2.2.3 Format and signing of Proposals**

1. The Bidders shall prepare electronic copies of the financial e-bid/Proposal.



2. Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
3. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.
4. **It may be noted that Bidders shall not submit the financial bid in hard copy and if in case it is done the Bidders proposal shall be rejected and shall not be evaluated further.**
5. **All the documents of the Proposal under this RFP shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page.** All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal.

#### 2.2.4 Submission of e-bid/Proposal

1. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.
2. The Bidders must follow the following instructions for submission:
  - i. For participating through the e-tendering system, it is necessary for the Bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
  - ii. In addition to the normal registration, the Bidder must register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
  - iii. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/ Proposal submission date starts. The Authority shall not be held responsible if the





Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.

- iv. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
- v. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- vi. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.
- vii. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- viii. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgment for future reference.
- ix. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.
- x. The Proof of Eligibility and Financial proposal both duly completed which shall be signed by the authorised representative of the bidder must be submitted. All pages of the Proof of Eligibility and Financial proposal must be initialled by the authorised signatory duly authorised for signing the proposal. The authorisation of authorised signatory must be confirmed by a notarised Power of Attorney accompanying the proposals. Affidavit as per Appendix II shall also form part of Bid.

- xi. The proposal shall be submitted in electronic form with page numbering and index. Any additional information shall be furnished by the bidder through e-mail with proper indexing and page numbering.
- xii. The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the bidder themselves, in which cases such corrections must be initialed by the person or persons signing the proposal.
- xiii. The proposal must be valid for 60 days from last date of submission of bid i.e. bid due date. A bid valid for a shorter period shall be summarily rejected by MEDA.

### **2.2.5 Deadline for submission**

E-bid/Proposal (Financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Authority may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

### **2.2.6 Late submission**

The server time indicated in the bid management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. Bidder has to start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-bid/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

### **2.2.7 Withdrawal and resubmission of Proposal**

1. At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.
2. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.



3. The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.
4. The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

### **2.2.8 Verification and Disqualification**

1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
  - a) at any time, a material misrepresentation is made or uncovered, or
  - b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

### **2.2.9 Selection of the Bidder**

From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Authority, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Authority in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

### **2.2.10 Proposal opening**

1. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.
2. Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
3. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

### **2.2.11 Confidentiality**

1. Information relating to the examination, clarification, evaluation and recommendation for the shortlisted Bidder/s shall not be disclosed to any person not officially concerned with the process.
2. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

### **2.2.12 Tests of Responsiveness**

1. Prior to evaluation of the Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
  - i. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
  - ii. It contains all information as desired in this RFP.
  - iii. Information is provided as per the formats specified in the RFP.
  - iv. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Data Sheet of this RFP.
2. Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

### **2.2.13 Clarifications sought by Authority**

To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

### **2.2.14 Proposal evaluation**

1. Submissions from Bidders would first be checked for responsiveness as set out in Clause 2.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Eligibility Criteria set out in Clause 4.1 and 4.2 of this RFP.
2. The Proposal containing the Proof of Eligibility in Clause 4.1 of the Bidder/s who do not meet the RFP Criteria for bidding conditions shall not be considered for further process.

### **2.2.15 Earnest Money Deposit**

1. The bidder The Bidder shall furnish, as part of the Bid, Earnest Money/Bid security, for an amount of **Rs. 3,00,000/- (Three lakh rupees only)**.
2. The Earnest Money shall, at the Bidder's option, be in the form of Bank Guarantee of any scheduled commercial bank authorized to operate in India by RBI and having a net worth in Indian operations of not less than **Rs. 5 crore** as per the latest annual report of the bank. In case of foreign banks (issued by a branch in India) the net worth in respect of the Indian operation shall only be taken into account. The Bank Guarantee validity shall be for minimum of **60 days beyond the "validity of the bid"**. The Bank Guarantee shall be transmitted online to MEDA through the designated bank of MEDA, details of which is as under:

| S. No. | Particulars         | Details   |
|--------|---------------------|---|
| 1.     | Name of Beneficiary | Vice Chairman, Meerut Development Authority, Meerut |
| 2.     | Name of Bank        | Indian Bank   |
| 3.     | Account No.         | 50296325916   |
| 4.     | IFSC Code           | IDIB000M679   |

It may please be noted that the original document of various submissions of selected bidders shall be produced for verification to MEDA before award of work, if so desired by MEDA.

3. Any bid not accompanied by an acceptable Earnest Money, shall be rejected by the MEDA as non-responsive.
4. The Earnest Money of unsuccessful Bidder will be returned within 28 days of the end of the Bid validity period.
5. The Earnest Money of the successful Bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
6. The Bid Security / Earnest Money will be forfeited:
  - a) if the bidder withdraws the Bid after its submission during the period of Bid validity or extended bid validity;
  - b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
    - a. sign the Agreement; and/or
    - b. furnish the required Performance Security.

### **2.2.16 Award Criteria & Signing of Lease Agreement**

1. The Bidder shall provide all the information sought under this RFP. The Lessor will evaluate only those BIDs that are received online in the required formats and complete in all respects. However, Bid Security, POA for signing the Bid, POA for lead member of JV, if any, Joint Bidding Agreement for JV, if any, Integrity Pact, and experience certificates apostille at foreign origin, if any shall be submitted physically in original by the Bidder after declaration of Bid Evaluation Result by the Lessor. Bidders (including individual or any of its Joint Venture Members) failing to submit the original documents required as per above shall be unconditionally debarred from bidding in MEDA projects for a period of 5 years.
2. The final Letter of Award (LoA) will be given to the selected Bidder who fulfils the Eligibility & Evaluation Criteria of Bids laid in Section 4 of this bid document.



3. The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

#### **2.2.17 Notification of Award**

1. The bidder whose Bid has been accepted will be notified for the award by the MEDA prior to expiration of the Bid validity period by cable, telex, e-mail, fax or facsimile confirmed by registered letter. This letter will state the amount that the bidder will pay to the MEDA as lease amount.
2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 2.2.18 and as per Annexure IV.
3. The Agreement will be signed by the MEDA and the successful bidder as per Annexure III after the performance security is furnished. The bidder shall sign the contract agreement within 10 days of submission of performance security, failing which the bid security shall be forfeited.
4. The Bidder shall provide all the information sought under this RFP. The Lessor will evaluate only those BIDs that are received online in the required formats and complete in all respects. However, Bid Security, POA for signing the Bid, POA for lead member of JV, if any, Joint Bidding Agreement for JV, if any, Integrity Pact, and experience certificates apostille at foreign origin, if any shall be submitted physically in original by the Bidder after declaration of Bid Evaluation Result by the Lessor. Bidders (including individual or any of its Joint Venture Members) failing to submit the original documents required as per above shall be unconditionally debarred from bidding in MEDA projects for a period of 5 years.
5. The remaining Portion which will be taken by Municipal Corporation, in this portion, Separate M.O.U, will be carried out in the Municipal Corporation, Meerut Development Authority & Concessionaire.

#### **2.2.18 Performance Security**

1. Within 30 (thirty) days after receipt of the Letter referred in Clause 2.2.17 above, the successful bidder shall deliver to the MEDA a Performance Security. The lessee shall furnish the Performance Security for a fixed amount of **Rs. 20**

**(Twenty) Lakhs or 20% of Annual Lease Rent of 1 year (whichever is higher)** furnished in the form of a Bank Guarantee, to guarantee the development, maintenance, and handover of the proposed facility till the Concession period.

2. The Lessee shall also deliver a security for 10 year lease amount of Rs.50,00,000 (Fifty Lakhs) during the maintenance and operation period, valid for 10 years from the date of operation of the facility or for any other extended period as may be required by the Lessor. The bidder shall sign the contract agreement within 10 days of submission of performance security, failing which the performance security shall be forfeited.
3. The performance security shall be in the form of a Bank Guarantee in the name of the MEDA, from a Bank as applicable in case of Earnest Money / Bid Security. The Bank Guarantee shall be transmitted through SFMS Gateway to MEDA through the designated bank of MEDA, details of which is as under:

| S. No. | Particulars         | Details   |
|--------|---------------------|---|
| 1.     | Name of Beneficiary | Vice Chairman, Meerut Development Authority, Meerut |
| 2.     | Name of Bank        | Indian Bank   |
| 3.     | Account No.         | 50296325916   |
| 4.     | IFSC Code           | IDIB000M679   |

It may please be noted that the original document of various submissions of selected bidders shall be produced for verification to MEDA before award of work, if so desired by MEDA.

4. Failure of the successful bidder to comply with the requirement of sub-clause 2.2.18(1) shall constitute sufficient ground for cancellation of the award and forfeiture of the earnest money.
5. Prior to award of contract, to fulfil the requirement of performance security during the implementation period, the successful Bidder will deposit Performance Security amount equivalent to as mentioned in the Data Sheet of the financial Bid value in the form of Bank Guarantee / FDR drawn on any Scheduled or Nationalized Bank in favour of **Vice Chairman, Meerut Development Authority** valid for six months after completion of the Project.
6. The same will be released on successful completion of all the works satisfactorily. The validity of performance security will be extended according to the extension of contract period as per the

agreement executed.

7. Before the contract is awarded to the Consultant, an agreement (to be given later) will have to be signed by the Consultant at his cost on proper stamp paper.

#### **2.2.19 Sublease**

1. The Lessee shall not sub-lease, sub-license, assign or in any manner create Encumbrance on the Krantidhara Park without prior written approval of the MeDA, which the MeDA may, in its discretion deny only of which sub-license/ sub- lease, assignment or Encumbrance has or may have a material adverse effect on the rights and obligations of the MeDA under this Agreement or Applicable Laws.
2. The Lessee shall have the right to collect Sub License rent from the Sub Licensee (s).
3. The Sub Licensing mentioned above cannot be conflicting or contradictory to the provision of the lease agreement.
4. The terms and conditions of main lease agreement shall apply and be binding on sub-licensee.
5. The period of sub license shall never exceed the last date fixed for the expiry of the present lease. All subsisting sub-licenses shall be co-terminus with the present lease and would automatically come to an end upon expiry of the term of the present lease or upon premature termination of the present lease as per terms of this lease agreement, without any further notice to the sub-licensee.
6. The sub licensee shall be bound to obtain necessary consents, permissions, approvals as may be required under any law and for in main lease as applicable from time to time from appropriate authorities.
7. In case of any breach or default committed by sub licensee, the lessee shall be responsible and liable and in such circumstances the lessor shall exercise all such rights and powers as available to him under main lease deed and under the said Rules as amended from time to time against the main lessee as well as sub licensee.
8. The sub licensee shall not further sub lease/assign/ license or otherwise transfer or shall create any third party interest whatsoever in the demised Krantidhara Park or part thereof.
9. The lessee shall provide to the lessor a copy of sub-license agreement, contract or any agreement entered into with the Sub-licensee in respect of the demised Krantidhara Park or part thereof.
10. In case of default of payment of lease rent or any dues either by lessee or by Sub-licensee the lessor shall have right to demand and recover the same either from lessee or Sub-licensee and vice versa or from both lessee and sub licensee as provide in the main lease agreement.
11. The Lessee agrees and undertakes that in respect of any sub-license, assignment or other Encumbrance on any Krantidhara Park, it is entitled to receive a monthly fee, charge, rent or revenue share, as the case may be, and shall not accept any other amount, whether by way of security, deposit, loan, advance or under any other head whatsoever, that exceeds the payment due to the Lessee for and in respect of the following year by way of fee, charge, rent or revenue share in respect of such sub-license, assignment or other Encumbrance. For the avoidance of doubt, the Lessee agrees to procure that the



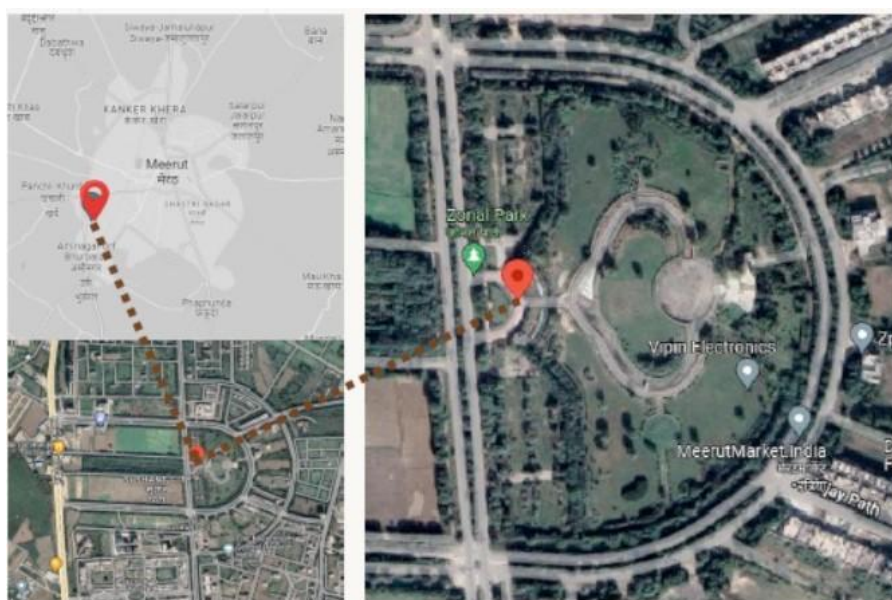
consideration payable to it for any sub-license, assignment or other Encumbrance shall accrue evenly over the Agreement Period and shall be payable no less frequently than once every quarter;

### 3. Terms of Reference

#### 3.1 Background

Meerut Development Authority (MeDA) is the nodal agency responsible for the management, development, and beautification of urban areas within its jurisdiction. As part of its mandate to create a more liveable, inclusive, and citizen-friendly environment, MEDA undertakes various initiatives related to urban planning, public infrastructure, sanitation, environmental sustainability, and the maintenance of public spaces, including parks, playgrounds, vending zones and parking facilities. In line with its goal of improving green public infrastructure and enhancing citizen well-being, MEDA invites proposals from experienced agencies (“Bidders”) for the Operation, Maintenance, and Revenue Generation of Krantidhara Park in Vedvyasपुरi. The total area of the park is 15.25 acres. The selected agency will be responsible not only for maintaining the parks to a high standard but also for deploying innovative strategies to generate revenue through permissible commercial activities within the parks. These may include setting up kiosks, organizing events, or other approved models that align with MeDA’s vision for sustainable and accessible urban spaces.

#### Site Location:



|                      |                      |
|----------------------|----------------------|
| Location of the Park | Ved Vyasपुरi, Meerut |
| Area of the Park     | 56,735 SqM           |
| Managing Authority   | MeDA                 |



The Lessor (MeDA) shall provide the Lessee with Krantidhara Park on an “as is where is” basis, with the scope of work for the Lessee including but not limited to operation, maintenance, and management of the entire park. This shall cover civil and electrical upkeep (including payment of utility bills), horticulture, landscaping, sanitation, security, and the smooth functioning of all existing and newly developed facilities such as entrance ticketing, parking areas, laser light and sound show, garden mounds, cafeteria, toilets, and any other public amenities.

The Lessee shall also be responsible for revenue generation through permissible commercial activities and facilities within the park, including but not limited to ticketing, parking, food courts/cafeterias, kiosks, events, and other approved revenue streams. The Lessee is required to prepare and submit an operation and management plan, revenue generation strategy, quality assurance procedures, staffing plan, and time schedule for approval from the Authority prior to commencement of operations.

### **3.2 Objective of the Assignment**

This bid document is to call for bids for Operation, Maintenance and Revenue Generation for Krantidhara Park on lease basis to a single master concessionaire.

Prospective Bidders are hereby invited to submit proof for eligibility and financial proposals for taking up the work of development, operation and maintenance of small food joints on land leased out by MeDA.

### **3.3 Scope of the Assignment**

The selected agency (“Concessionaire”) shall be responsible for the comprehensive operation, upkeep, and management of Krantidhara Park under Meerut Development Authority (MeDA), along with authorized revenue-generating activities. The objective is to ensure clean, safe, aesthetically pleasing, and citizen-friendly park environment while enabling financial sustainability through commercial opportunities. The scope of work includes the following components:

#### **1. Park Operation and Maintenance:**

- Horticulture Maintenance: Regular watering, pruning, planting of seasonal flowers, pest control, development of greenery and landscaping of the park areas. Emphasis shall be placed on increasing tree cover and enhancing biodiversity.
- Infrastructure Upkeep: Maintenance and repair of pathways, fencing, benches, lighting, signage, toilets, dustbins, play equipment, open gyms, fountains and other park assets.
- Cleaning and Sanitation: Daily cleaning of the park premises, waste collection and disposal, toilet cleaning, and ensuring hygienic conditions.
- Security and Surveillance: Deployment of security personnel, installation and monitoring of CCTV (minimum one month of backup), and crowd management during peak hours or events.
- Utilities Management: Management of electricity, water supply, and other utilities as required.





**2. Revenue Generation and Commercial Activities**

- Fixed Commercial Activities.
- Art and craft stalls showcasing and selling local handmade products.
- Paid children's play areas or interactive installations.
- Bicycle, skating gear, or picnic kit rentals.
- Electric boating facilities for visitors.

**3. Event-Based Revenue Streams:**

- Wellness sessions such as yoga, fitness camps, or meditation workshops.
- Cultural events including open-mics, musical performances, or seasonal fests.
- Park space rentals for workshops and CSR programs.

**4. Educational and Engagement-Based Models:**

- Nature trails, eco-tours, or heritage walks.
- Green education programs for students or corporate group

**5. Branding and Advertising for Revenue Generation:**

- With prior approval from MeDA, the Operator may install hoardings, standees, and branded signages in designated areas for advertising and sponsorship opportunities, ensuring compliance with local aesthetic and environmental norms.

**6. Capital Improvements and Beautification:**

- The Operator may, with prior approval from MeDA, invest in capital improvement activities such as:
  - Installation of new play equipment or fitness stations.
  - Setting up gazebos and water features etc.
  - Digital/QR-based park information systems or mobile apps.

**7. Regulatory Compliance and Permissions:**

- All park-related activities, whether operational, commercial, or capital in nature, shall be carried out only after obtaining prior written approval from MeDA.
- The Operator shall comply with all relevant State Government and Development guidelines applicable to public parks and open spaces.
- Any new guidelines issued by the Government of India, Government of Uttar Pradesh, or MeDA during the contract period shall be promptly implemented by the Operator, after appropriate consultation and approval.

**8. Prohibited Use**

- The premises shall not be used for any private functions or events such as marriages, receptions, birthday parties, family gatherings functions/events, political rallies, or any other closed-door/private activities.
- No activity that is commercial in nature, unless specifically approved by the Authority in writing, shall be carried out on the premises.

**9. Reporting and Monitoring:**

- Maintain a daily logbook of operations and submit monthly performance reports to MeDA.
- Facilitate regular inspections by MeDA officials or third-party auditors.
- Attend review meetings and address citizen grievances as directed by MeDA.

### 3.4 Usage condition

**i. Compliance with Regulations**

The operator shall ensure adherence to all applicable municipal, state, and national regulations regarding safety, hygiene, noise, and environmental norms during the conduct of any event or activity.

**ii. Non-Transferability**

The right to operate and manage the premises is non-transferable. Sub-leasing or assigning the space for third-party use without explicit approval from the Authority is strictly prohibited.

**iii. Authority's Rights**

- The Authority reserves the right to inspect the premises and ongoing activities at any time to ensure compliance with these usage conditions.
- In case of any violation, the Authority may impose penalties, suspend operations, or terminate the contract, as deemed appropriate.

### 3.5 Service Level Benchmarks

| Table: Service Level Agreement for complaint management |                                 |   |                        |   |
|---|---------------------------------|---|------------------------|---|
| Type of Complaint                                       | Service required                | Report  | Complaint Closure Time | Penalty   |
| Any kind of written complaint                           | Rectification of the issue      | Immediately   | 2hrs                   | ₹1000 per unattended/unsatisfactory complaint response                            |
| Behavioural complaint                                   | Will be investigated by MeDA    | Immediately   | 1 day                  | ₹ 5000 complaint if found true.<br>Any additional legal action deemed fit by MeDA |
| Unclean Park premises                                   | Cleaning and sanitation         | MeDA inspection / Public complaint / Self-reporting | Within 10 hours        | ₹500 per day of delay   |
| Damaged horticulture/landscaping                        | Replacement, trimming, watering | Public complaint / MeDA inspection                  | Within 48 hours        | ₹1,000 per instance   |
| Broken benches/play equipment                           | Repair or replacement           | MeDA inspection / Public complaint                  | Within 72 hours        | ₹1,000 per day of delay   |

| Table: Service Level Agreement for complaint management |  |  |                            |                         |
|---|--|--|----------------------------|-------------------------|
| Type of Complaint                                       | Service required                                   | Report                                     | Complaint Closure Time     | Penalty                 |
| Non-functional lights                                   | Electrical repair or bulb/tube replacement         | Night inspection / Complaint from citizens | Within 24 hours            | ₹500 per day of delay   |
| Overflowing garbage bins                                | Immediate cleaning and waste disposal              | Field inspection / Public complaint        | Within 4 hours             | ₹500 per instance       |
| Dirty or non-functional toilets                         | Cleaning and/or plumbing maintenance               | Public complaint / Inspection              | Within 12 hours            | ₹1,000 per day of delay |
| Unauthorized commercial activity                        | Removal and reporting to MeDA                      | MeDA observation / Third-party complaint   | Within 24 hours            | ₹2,000 per instance     |
| Security breach or mismanagement                        | Immediate resolution and report submission         | On-ground security / MeDA / Citizen report | Immediate (within 2 hours) | ₹2,000 per incident     |
| Unauthorized advertisement/branding                     | Removal of non-permitted signage and banners       | Field inspection / Citizen complaint       | Within 24 hours            | ₹1,000 per instance     |
| Waterlogging/fountain malfunction                       | Drainage clearing or repair                        | Inspection / Public complaint              | Within 48 hours            | ₹1,000 per day of delay |
| Delay in monthly report submission                      | Submission of monthly performance data and records | Internal audit / Review meeting            | By 5th of each month       | ₹500 per day of delay   |

MeDA can terminate the agreement if more than 5 such complaints in one quarter are proven to be true and, in such case, the Performance Security shall be forfeited.



### 3.6 Preparation of Proposal

The bidder must submit one proposal, and it must be submitted through online mode only. The proposal will have a covering letter clearly marked, "OPERATION, MAINTENANCE & COMMERCIAL UTILIZATION OF KRANTIDHARA PARK UNDER MEERUT DEVELOPMENT AUTHORITY," and shall be addressed to

The Vice Chairman, Meerut Development Authority  
Civil Lines, Meerut  
Meerut 250003

The letter must be clearly marked:

**"DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE"**

- a) The Bidder is requested to submit the following documents only through online mode (following the laid down procedure for e-tender given in Annexures & Appendix) within bid due date\*:
- Proof of Online payment towards the cost of Bid document of Rs. 20,000/- (Rupees twenty thousand only).
  - Proof of Eligibility as per Appendix – I to be submitted in electronic form on the e-tender portal.
  - Financial proposal as per Annexure – II, to be submitted in electronic form only.
  - Earnest money as mentioned in clause 2.2.15 to be submitted in electronic form on e-tender portal.
  - Submit Appendix-II, Appendix-III and Annexure-III online.

The proposal i.e. the relevant documents, forms, bank guarantees, Power of Attorney etc. should be submitted only online, and bids shall NOT be submitted in physical form. Bid through any other mode shall not be entertained. The proposal must be made in English language.

\*Note: Bid due date may be extended by MeDA as and when required with intimation on E- tender portal.

- b) The following, which are more appropriately described in the enclosed lease agreement, are also to be considered in the preparation of financial proposal.
- Area of land for lease is as per the list of land parcel as specified in Clause 3.1.
  - The Lessee agrees to pay to the Lessor from the year commencing from the date of operationalization of the facility by the Lessee or upon completion of 10 months from the date the date of signing of the agreement, whichever is earlier.
  - The Lessee agrees to pay to the Lessor for the operation and maintenance period, a recurring annual lease rent of quoted amount, paid monthly, i.e., 1/12th of the annual lease rent amounting to per month, fixed for the first year, shall be paid by the 5th of every calendar month in the first year.
  - For revision of the above recurring annual lease rent after every 12 months thereafter, the annual lease rent payable by the Lessee shall be subject to a **fixed escalation of 7% (seven percent)** per annum. This increment shall apply to the lease rent payable during the previous financial year and shall be effective from **1st April of each subsequent financial**



year, regardless of the date of agreement execution. The Annual Lease Rent Revision Mechanism, incorporating your requirement that the initial lease rent will remain unchanged for the first financial year, and thereafter increase by 7% annually from every 1st April.

- i. For the avoidance of doubt and by way of illustration, if after completion of one financial year from signing of the agreement, If the initial annual lease rent is ₹\*\*\* (Rupees \*\*\*), and the agreement is signed in **October 2025**, then:
  - The lease rent payable from October 2025 to 31st March 2026 shall be ₹\*\*\* (pro-rated, if applicable).
  - From **1st April 2026 to 31st March 2027**, the lease rent shall be:  $₹*** \times 1.07 = ₹***$ .
  - And so on, compounding annually at 7%, i.e., with a **7% compound increase every 1st April**.
- e) Interest rate for all delayed payments including share of revenue and annual lease rent is 18% per annum (simple interest).
- f) The Lessor shall grant the Lessee pre-approved access provision to the Demised Land before the commencement of the development work. No further approval shall be required from the Lessor prior to commencement of development work unless stated otherwise.
- g) The Lessee shall start the Operation and Maintenance work on the Demised Land within a period of 4 weeks of signing of the Agreement. In case the delay is solely attributable upon the concessionaire, an additional charge by way of penalty of 2% of the annual lease amount per week will be levied for the next 16 weeks or part thereof and the lease terminated, if Operation and Maintenance is not started within 16 weeks from the signing of this Agreement. Upon such an event the Lessor shall be entitled to forfeit the Performance Guarantee and terminate this Lease Agreement.
- h) The Lessee shall Operate and maintain the Demised Land within the period of 30 days of the signing of this agreement. In case it is delayed, an additional charge by way of penalty of 2% of the annual lease amount per calendar week will be levied for the next 12 calendar weeks or part thereof. The same shall be increased by an additional 2% for every four-calendar week of default thereafter. Suitable extension of construction period and lease period shall be granted by the lessor only in case of delayed handover of vacant and litigation free possession of the Demised Land.
- i) Lease period is 10 (Ten) years (including Operation and Maintenance period).
- j) The Lessee reserves the first right of refusal for extending the lease agreement for another 10 (Ten) years on the mutually agreed terms as may be asked for in writing, at least six months prior to conclusion of initial lease period.
- k) The Lessee's first right of refusal mentioned above for a further period of 10 (Ten) years shall, however, be subject to the following:
  - i. The Lessee shall participate in the re-bid of the site after the initial lease period ends (i.e. 10 years), where the Lessor shall reserve the right to modify existing or introduce new terms and conditions and bid parameters;
  - ii. The Lessee shall be the highest bidder or shall be within 10% of the highest bid;
  - iii. The Lessee shall match the highest bid to exercise the first right of refusal and get extension of the lease for the further period of 10 years.
- l) The Lessee can determine charges for Food Eateries as driven by market forces. Also, finished products/Packaged Goods where MRP is printed, shall not be sold at a rate



higher than MRP anywhere in the wayside amenity.

- m) The Lessee shall ensure that all Point of Sale systems used by the Lessee or their Contractors/Sub-Contractors are fully automated, closed loop EPOS system and the monthly sales data for each of the mandatory and suggested facility is reported to the Lessor as per the template provided by the Lessor. The Lessee will be liable for MIS reporting for daily evaluation of business activities by the Lessor and for access to sales data of Contractors/Sub-Contractors of the Lessee. The Lessee shall also install, operate and maintain a computer system and central server with round-the-clock connections to the networks of the Lessor for exchange of data and information useful or necessary for efficient and transparent regulation. The Lessee shall also provide CCTV surveillance of the entire park area and share the feed with Lessor as and when demanded along with data back up of at least 30 days. Any technical set up required for surveillance activities shall be the responsibility of the Lessee.
- n) The Lessee shall maintain a separate set of books of accounts for keeping record of revenues generated from all commercial activities on the Demised Land. The Lessee shall submit the book of accounts to the Lessor for audit and compliance as and when asked for and be liable for surprise audits as deemed necessary by the Lessor.
- o) User shall not be charged for washroom, drinking water, emergency telephone services, first aid facilities
- p) Bank Guarantees as per the enclosed lease agreement or elsewhere specified in this document.
- q) Any other as specified in the lease agreement attached herewith.
- r) The guidelines issued by FSSAI and other professional bodies shall be adhered to for installation of eateries.
- s) The bidders should take into account the policies, rules and regulations of local state government also while submitting their proposal.
- t) The bidder will bear all duties, taxes, royalties, electricity bill, water bills, etc as levied for the entire O&M of Krantidhara Park levies payable under the laws, rules and regulations of Central Government, State Government and local bodies. MEDA will not reimburse any tax or liability on account of above.

Bidders shall submit offers, which comply with the requirements of the Bidding Documents. Conditional offers or alternative offers will be summarily rejected.

## 4 Eligibility and Evaluation Criteria

A two-stage procedure will be adopted in evaluating the proposals:

1. Proof of Eligibility.
2. A Financial Evaluation.

### 4.1 Proof of Eligibility

The proof of Eligibility should be complete in all respect as per the documents specified in Appendix – I as given below:

- a) Letter of Transmittal as mentioned in Appendix – I
- b) Financial Information – This should be submitted as per Form given in Appendix – V. (Applicant must have annual net worth of at least **Rs.3,00,00,000/- (Three Crores Only)** in the last preceding financial year. In case of a Joint Venture, the lead partner must fulfill at least 60% of net worth requirements and other JV partners should fulfil at least 40% of net worth requirement. Also, the lead partner and JV partner jointly should meet the net worth requirement.
  - i. This should be supported by audited balance sheets and profit and loss accounts duly certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department. If last financial year i.e. FY 25-26 is not audited by the time of submission of the bid, provisional balance sheets and profit and loss accounts duly certified by a Chartered Accountant shall be furnished for the last financial year.
  - ii. Name & address of the bankers, identification of individuals familiar with the applicant's financial standing and a banker's statement on availability of credit or a net worth certificate duly certified by a Chartered Accountant
- c) The bidder should have experience of at least one project of operation and maintenance of parks/roads/institutional/commercial zones having kiosks/vending zones.

| #  | Eligibility Conditions  | Documentary proof to be submitted  |
|----|---|--|
| 1. | The agency shall be a Firm / Company / Partnership / Proprietorship Firm/ LLP Firm registered under the Indian Companies Act, 1956 / the Partnership Act, 1932 and who have their registered Office in India. | Certificate of incorporation, Article of Association / Partnership Deed/GST enrolment certificate (in case Proprietorship firm)  |
| 2. | The Bidder must have a valid Goods and Service Tax (GST) registration in India and PAN  | GST and PAN certificates of the firm   |
| 3  | Annual turnover (average of last 3 years) of the firm from consultancy business should be equal to or more than <b>Rs. 45,00,000 (Forty Five Lakhs).</b>  | <p>Duly attested certificate from the Statutory Auditor/ Chartered Accountant as per Appenx I,</p> <p><b>Appendix V-</b> Financial capacity of the Agency and last three FY's Audited Financial Statement and, Net profit/Loss of the Agency</p> <p><b>Audited balance sheets&amp; profit and loss statements</b> of three of previous 3 financial years (F/Y 2022-23, 2023-24, 2024-25)._</p> |



|    |   |   |
|----|---|---|
| 4. | <p>The firm should have minimum experience of having successfully completed Similar works during the <b>last 5 years</b> ending the previous day to the last date of submission of tender. For this purpose, cost of work shall mean gross value of the completed work.</p> <p>Three similar completed works, each cost not less than the amount equal to <b>60 Lakhs</b> of cost of the proposed work.</p> <p>Or</p> <p>Two similar completed works, each cost not less than the amount equal to <b>90 Lakhs</b> of the proposed work.</p> <p>Or</p> <p>One similar completed work costing not less than the amount equal to <b>1.2 Cr</b> of the proposed work.</p> <p><b>“Similar Work”</b> shall mean the execution, operation, or maintenance of projects involving the development and upkeep of public parks, gardens, recreational complexes, or open-air plazas including pathways, landscape, water features, and public amenities; construction, installation, or operation of urban infrastructure for public use such as amphitheatres, musical fountains, ticket counters, kiosks, or souvenir shops; fabrication, erection, or maintenance of modular steel or aluminium structures within outdoor environments including pavilions, seating areas, vending zones, or shade structures; execution of civil works related to paving, landscaping, streetscaping, and other hardscape improvements; and the integration and maintenance of services/utilities in public areas such as lighting systems, digital installations, fountains, solar equipment, irrigation systems, or sanitation infrastructure.</p> <p><i>Note: The bidder must have mandatory experience in the Operation and maintenance of Park/Open space The submitted work experience should be similar in nature to the works defined under the Scope of Work in this RFP.</i></p> | <p>Work Order, agreement and Completion certificate from client duly attested with sign and stamp of Authorized Signatory</p> |
| 5. | <p>The Agency should not have been debarred by the Central Government, any State Government, a statutory Authority or a public sector undertaking, as the case may be, from participating in any project, and such bar shall not subsist as on the date of the Proposal.</p>  | <p>Undertaking as per <b>Annexure VI: Declaration</b></p> <p>-</p>  |
| 6. | <p>Technical Proposal Submission Form</p>   | <p>As per <b>Annexure – I</b></p>   |

|   |                   |  |
|---|-------------------|--|
| 7 | Power of Attorney | As per format given in <b>Appendix - III</b> |
|---|-------------------|--|

### Technical evaluation criteria

The Concessionaire must carefully examine the below mentioned eligibility criteria.

| # | Criteria   | Maximum Marks | Documents to be submitted as proof   |
|---|--|---------------|--|
| 1 | <p>Minimum average annual turnover of <b>INR 45,00,000 / Forty Five Lakhs</b> or more in last three FY ending 31<sup>st</sup> March 2025.</p> <p>Consultant shall have Positive Net Worth</p> <p>MARKING:</p> <p><b>INR &gt; 45 Lakhs &lt;= 70 Lakhs: 10 marks</b></p> <p><b>INR &gt; 70 Lakhs &lt;= 1 Cr : 15 marks</b></p> <p><b>INR &gt; 1 Cr &amp; Above: 20 marks</b></p> | 20            | <p>Duly attested certificate from the Statutory Auditor/ Chartered Accountant as per <b>Appendix -V</b></p> <p><b>Form given in Appendix V:</b> Financial Capacity of the Agency, Net profit/Loss of the Agency of lead member of consortium and <b>last three FY's Audited Financial Statement and Net Profit Loss Statement</b> F/Y 2022-23, 2023-24, 2024-25)</p> |

|   |  |    |  |
|---|--|----|--|
| 2 | <p>Experience should include projects execution, operation, or maintenance of projects involving the development and upkeep of public parks, gardens, recreational complexes, or open-air plazas including pathways, landscape, water features, and public amenities; construction, installation, or operation of urban infrastructure for public use such as amphitheatres, musical fountains, ticket counters, kiosks, or souvenir shops; fabrication, erection, or maintenance of modular steel or aluminium structures within outdoor environments including pavilions, seating areas, vending zones, or shade structures; execution of civil works related to paving, landscaping, streetscaping, and other hardscape improvements; and the integration and maintenance of services/utilities in public areas such as lighting systems, digital installations, fountains, solar equipment, irrigation systems, or sanitation infrastructure.</p> <p>A maximum of <b>five</b> completed or ongoing projects in India from the <b>last five years</b> may be showcased to highlight expertise in these areas.</p> <p><b>Projects with a value <math>\geq</math> ₹60 Lakhs and <math>&lt;</math> ₹90 Lakhs – 5 marks per project</b></p> <p><b>Projects with a value <math>\geq</math> ₹90 Lakhs and <math>&lt;</math> ₹1.2 Cr – 10 marks per project</b></p> <p><b>Projects with a value <math>\geq</math> ₹1.2 Cr – 15 marks per project</b></p> <p>Maximum of 30 marks</p> <p><i>Note: The bidder must have mandatory experience in the Operation and Maintenance of Parks. The submitted work experience should be similar in nature to the works defined under the Scope of Work in this RFP.</i></p> | 30 | <p>Eligible Assignments should be made available with <b>Work Order/completion certificate from client duly attested with sign and stamp of Authorized Signatory</b></p> |
|---|--|----|--|

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Technical Expertise

Consultant’s profile and details of technical expertise, qualification and professional experience of the technical personnel employed:

| S.No  | Key Personnel (No.)             | Qty | Score | Total Marks |
|-------|---------------------------------|-----|-------|-------------|
| 1     | Project Manager / O&M Head      | 1   | 5     | 4           |
| 2     | Horticulture / Landscape Expert | 1   | 4     | 2           |
| 3     | Civil Works Supervisor          | 1   | 4     | 2           |
| 4     | Accounts & Revenue Manager      | 1   | 4     | 2           |
| 5     | Operations Staff - Supervisors  | 5   | 2     | 10          |
| Total |                                 | 5   |       | 20          |

The percent distribution of points for qualifications and competence of the key professional staff for the assignment is given in the table below:

|   |                                     |     |
|---|-------------------------------------|-----|
| 1 | Educational qualifications          | 30% |
| 2 | Relevant experience for the project | 70% |

List and Curriculum Vitae of the technical personnel employed. In the format given As per Appendix VI.

|   |   |   |     |                           |
|---|---|---|-----|---------------------------|
| 4 | 4 | <b>Technical Presentation</b><br><br>Adequacy and quality of the presentation & documentation on proposed methodology, and work plan in responding to the terms of Reference (TORs), well defined milestones for each of the work under the scope of the project along with the proposed deadlines for achievements of each of the goals. Including Agency's organization and experience as per <b>Appendix VII</b><br><br>The presentation should contain the following:<br><br>Understanding of Project Scope and site - 5<br><br>Approach – 5<br><br>Methodology- 10<br><br>Work plan covering risk challenges - 5<br><br>Innovative Solutions - 5 | 30  | (date to be communicated) |
|   |   | Total   | 100 |                           |

Minimum score of 60 marks is required in the evaluation process. All the Bidders which meet the minimum qualifying marks prescribed will stand technically qualified for consideration of their financial bids. However, if the Authority does not receive sufficient applications for the minimum qualifying marks of 60, then the Authority reserves the right to reduce the qualifying marks. Only those bids having minimum technical score would be eligible for opening of financial bids.

#### 4.1.1 Presentation of Proposal

Authority may schedule the presentations and intimate the agencies of the time and locations. Failure of an agency to complete a scheduled presentation will result in the rejection of that Agency's proposal. Hard copy of the presentation duly stamped and signed of the authorised signatory will have to be submitted to the Authority before the presentation. The presentation should be in alignment with the solution proposed during the technical proposal. No deviations to be allowed in what is presented and what was submitted earlier in the tender.

## 4.2 Financial Proposal Evaluation

The Agency shall be selected under the Quality-cum-Cost Based System (QCBS) with weightages of 70:30 (70% for technical proposal and 30% for financial proposal) and procedures described in this RFP.

Proposals shall finally be ranked according to their combined technical (St) and Financial (Sf) scores using the weights (T=the weight given to the technical proposal; F=the weight given to the financial proposal; T+F = 100) indicated below.

$$\text{Final Score} = St \times (T = 70\%) + Sf \times (F = 30\%)$$

The proposal obtaining the highest final score in evaluation of quality and cost will be ranked as H1 followed by the proposals securing lesser marks as H2, H3, etc. The Agency securing the highest combined marks (H1) will be considered for award of the Contract.

In case of a tie, agency with higher technical score will be considered for award of work.

The Successful Agency would be notified in writing by the Authority by issuing the Letter of Award (LOA) in favour of the Agency. The Authority reserves the right to accept any proposal or reject any or all the proposals without assigning any reasons and any liability whatsoever including financial liability. The Authority also reserves the right to close or cancel the entire process of appointment at any point without assigning any reasons whatsoever and without any liability whatsoever.

1. The financial proposal should be made in the enclosed Proforma as per Annexure-II.
2. The financial proposal shall also take into account the tax liability and cost of insurance and all other cost for development and operation of the project for the entire concession period.
3. The applicant quoting the highest annual lease rent shall be declared the preferred bidder subject to the approval of MEDA.
4. The annual lease rent shall be expressed in Rupees (Rs)

## 5. ATTACHMENTS

### a) Annexure-I: Proposal Submission Form

(To be printed on Letter Head on Letter head of the Applicant )

[Location, Date]

To

The Vice Chairman  
Meerut Development Authority (MEDA)  
Civil Lines, Meerut- 250003  
Uttar Pradesh

#### **Submission of Documents for Proof of Eligibility for the work of Operation, Maintenance and Commercial Utilization of Krantidhara Park under Meerut Development Authority on Lease Basis.**

Sir,

I/We \_\_\_\_\_ firm/ firms/ organization herewith enclose Bid Requirements and Financial Proposal for selection of my/our firm as firm for — — — — —.

Having examined the Bid Documents, we, the undersigned, offer to bid for lease of **Operation, Maintenance and Commercial Utilization of Krantidhara Park under** Meerut Development Authority for-operation and maintenance in accordance with your bid document. We are hereby, submitting our proposal, which includes the Cost of Bid Document, Earnest Money and Proof of Eligibility for a Operation and Maintenance of Krantidhara Park enclosed herewith and Financial Proposal under separate sealed cover.

The period of validity of the proposal i.e. up to 60 days from bid due date and our proposal is binding upon us.

We underscore the importance of a free, fair and competitive procurement process that precludes fraudulent use. In this respect we have neither offered nor granted, directly or indirectly, any inadmissible advantages to any public servants or other persons in connection with our bid, nor will we offer or grant any such incentives or conditions in the present procurement process, or in the event that we are awarded the contract, in the subsequent execution of the contract.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the country of India.

We understand that you are not bound to accept any proposal.

We remain,  
Yours faithfully,

(Authorized Signatory)  
Name & Title of Signatory:

Name of Firm:  
Address:

**b) Annexure-II: Financial Proposal Submission Form**

(To be printed on Letter Head on Letter head of the Applicant )

(Location, Date)

**FROM:**

**To:**

MEDA, Civil Lines,  
Meerut- 250003

**Sub:** Operation, Maintenance and Commercial Utilization of Krantidhara Park under Meerut Development Authority (MEDA)

**FINANCIAL PROPOSAL**

Sir,

We, the undersigned, offer to bid for Operation, Maintenance and Commercial Utilization of Krantidhara Park under Meerut Development Authority (MEDA) in accordance with our bid. Our financial proposal as given below shall be binding upon us up to expiration of the validity period of the proposal i.e. 60 days from bid due date.

Bid towards Annual Lease Rent as offered by us for the entire concession period is provided in the below table for Operation, Maintenance and Commercial Utilization of Krantidhara Park under Meerut Development Authority (MEDA).

**Annual Lease Rent (in Rs): ----- (of the Initial First year)**

The above amount is clear of all deductions.

We understand that you are not bound to accept any proposal you receive.

We remain,

Yours faithfully,  
(Authorised Signatory) Name & Title of Signatory:  
Name of Firm:



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**c) Annexure-III: Format for Lease Agreement**

This Agreement of Lease made on this \_\_\_\_ day of \_ in the year two thousand and \_ between the Meerut Development Authority, a statutory Development Authority having its office at Civil Lines, Meerut- 250003 (hereinafter referred to as the “**Lessor**” which expression shall, unless excluded by or is repugnant to the context, include its Secretary or any of its officers duly authorized by the Vice- Chairman in this behalf or its administrator, successor and assigns) of the one part;

AND

M/s \_\_\_\_ a company registered under the Companies Act, 1956 having its registered office at \_\_\_\_.

OR

M/s \_\_\_, a registered partnership concern carrying on its business at \_\_\_\_.

OR

Sh. \_\_\_, S/o \_\_\_, R/o \_\_\_\_\_ carrying on business in the name and style of M/s \_\_\_\_ at \_\_\_\_.

(Hereinafter referred to as the “**Lessee**” which expression shall, unless excluded by or is repugnant to the context, include its successor, administrator, heir and permitted assigns) of the other part;

WHEREAS the Krantidhara Park developed by MeDA has been entrusted to the Lessor for the purpose of Operation, Maintenance, and Commercial Utilization of Krantidhara Park under Meerut Development Authority.

AND WHEREAS the **Lessor**, in terms of Letter of Invitation No.

---

dated \_\_\_\_ issued to the interested Bidders, invited sealed bids for the operation, maintenance, and commercial utilization of Krantidhara Park, and the Lessee being the successful bidder (in terms of compliance with eligibility requirements and highest evaluated financial proposal as per the Bid Document), the Bid of the Lessee has been accepted by the Lessor.”

AND WHEREAS the Lessor has agreed to grant to the Lessee a lease of Krantidhara Park for a term of 10 years for the purpose of operation, maintenance, and commercial utilization of the Park, for the term of Lease.

**NOW THEREFORE IN WITNESS WHEREOF, THE PARTIES HAVE AGREED TO THE FOLLOWING TERMS AND CONDITIONS AND CONVENANTS:**

1. In pursuance of the said agreement and in consideration of lease amount hereby reserved and subject to the terms and conditions, covenants and agreements herein contained and on the part of **Lessee** to be observed and performed, the **Lessor** doth hereby demise unto the **Lessee** the entire Krantidhara Park (hereinafter referred to as 'the Demised Land') to hold the Demised Land unto the **Lessee** for a term of 10 years commencing from the \_ day of \_\_\_\_\_ but subject to the earlier termination of this Lease as hereinafter provided and yielding and paying therefore during the said term, the lease rent free and clear of all deductions and strictly in advance on or before the 5<sup>th</sup> day of every month in every calendar year, the first of such lease rent shall be paid on the 5<sup>th</sup> day of the month of \_\_\_\_\_ and to be paid on or before the 5<sup>th</sup> day of every month in each and every succeeding year regularly.

- a) The Lessee as quoted in Annexure II, agrees to pay to the Lessor from the year commencing after the 10th month from the date of signing of the lease agreement, a recurring annual lease rent of Rs. \*\*\*, paid monthly, i.e., 1/12th of the annual lease rent amounting to Rs. \*\*\* per month, fixed for the first year, shall be paid by the 5th of every calendar month in the first year. Subsequently, 1/12th of the annual lease rent of the subsequent years, escalated as per the Clause 3.4 (d), shall be paid by the 5th of every calendar month, till the end of lease period.
- b) For revision of the above recurring annual lease rent after every 12 months thereafter, the annual lease rent payable by the Lessee shall be subject to a **fixed escalation of 7% (seven percent)** per annum. This increment shall apply to the lease rent payable during the previous financial year and shall be effective from **1st April of each subsequent financial year**, regardless of the date of agreement execution. The Annual Lease Rent Revision Mechanism, incorporating your requirement that the initial lease rent will remain unchanged for the first financial year, and thereafter increase by 7% annually from every 1st April.

1. For the avoidance of doubt and by way of illustration, if after completion of one financial year from signing of the agreement, If the initial annual lease rent is ₹\*\*\* (Rupees \*\*\*), and the agreement is signed in **October 2025**, then:

- The lease rent payable from October 2025 to 31st March 2026 shall be ₹\*\*\* (pro-rated, if applicable).

- From **1st April 2026 to 31st March 2027**, the lease rent shall be:  
 $\text{₹***} \times 1.07 = \text{₹***}$ .
  - For the second year, the lease rent shall be:  $\text{₹***} \times 1.07 = \text{₹***}$
  - For the third year, the lease rent shall be:  $\text{₹***} \times 1.07 \times 1.07 = \text{₹***}$
  - And so on, compounding annually at 7%, i.e., with a **7% compound increase every 1st April**.
2. The Lessee shall ensure that all Point of Sale systems used by the Lessee or their Contractors/Sub-Contractors are fully automated, closed loop EPOS system and the monthly sales data for each of the mandatory and suggested facility is reported to the Lessor as per the template provided by the Lessor. The Lessee will be liable for MIS reporting for daily evaluation of business activities by the Lessor and for access to sales data of Contractors/Sub-Contractors of the Lessee. The Lessee shall also install, operate and maintain a computer system and central server with round the-clock connections to the networks of the Lessor for exchange of data and information useful or necessary for efficient and transparent regulation. The Lessee shall also provide CCTV surveillance of the entire park and share the feed with Lessor as and when demanded.
3. The Lessee shall maintain a separate set of books of accounts for keeping record of revenues generated from all food eateries/ vending kiosks/ events or any commercial activity on the Demised Land. The Lessee shall submit the book of accounts to the Lessor for audit and compliance as and when asked for and be liable for surprise audits as deemed necessary by the Lessor.

The Lease has been granted for the specific purpose of operation, maintenance, and commercial utilization of Krantidhara Park as per the terms of the Agreement proposed by the Lessee in his Bid and in accordance with the terms of this Agreement. The Demised Land shall not be used by the **Lessee** for any other purpose and in manner except as per and in accordance with the terms of this Lease Agreement. It is agreed and understood by the **Lessee** that the development period and maintenance and operation period both put together shall not exceed 10 years.

#### **PERFORMANCE SECURITY:**

- a) The Lessee shall furnish the Performance Security for a fixed amount of Rs. 50 Lakhs furnished in the form of a Bank Guarantee, to guarantee the development of small food joints for the guarantee to the development, maintenance and handover of proposed facility at the end of 'completion of concession period.
- b) The **Lessor** shall be entitled to forfeit the Bank Guarantee in the event of the **Lessee** committing breach of any of the terms of this Agreement.
- c) The **Lessee** shall be required to maintain the Securities for the above amount at all times during the periods stipulated above.

#### **OBLIGATIONS OF LESSEE**

1. The **Lessee** shall not be authorized to change the constitution or complexion of the company/firm, without the prior approval, in writing of the **Lessor**. In case of proprietary or partnership firms, no transfer of interest or change of liability shall be effected by the **Lessee** without the express written approval of the **Lessor**.

Provided however, in case of partnership/proprietorship concern the **Lessee** may, if it so desires, with prior permission of the **Lessor**, convert itself into a limited liability company, for the operation, maintenance, and/or commercial utilization of Krantidhara Park, and upon such conversion the rights and obligations shall stand transferred to the said entity, subject to such additional terms and conditions as may be stipulated by the **Lessor** to protect its right in the Demised Land and under this Lease.

2. Scope of work for the Lessee includes development of vending kiosks/food outlets and comprehensive operation and maintenance of Krantidhara Park, including but not limited to upkeep of civil infrastructure, electrical works (and associated bills), horticulture, landscaping, and regular sanitation services.

3. The **Lessee** shall complete the development work on the Demised Land within a period of **10 months** of the signing of this agreement. In case it is delayed, an additional charge by way of penalty of 2% of the annual lease amount per calendar week will be levied for the next 12 calendar weeks or part thereof. The same shall be increased by an additional 2% for every four calendar week of default thereafter.
4. Any penalty imposed for delay in the commencement or completion of the development work, as provided herein above, shall be paid in such manner as the **Lessor** may decide.
5. The **Lessee** is required to make the facility operational at his own cost after obtaining prior written approval of the **Lessor** and strictly in accordance with the sanction and approval of the Local authority or of any other authority, the approval of whom has been mandated under the law for the time being in force. The **Lessee** shall construct and develop suggested facilities after prior written approval from the **Lessor**
6. The **Lessee** shall submit monthly, progress report of the development work being carried on the Demised Land, in a manner as provided by the **Lessor within 15 days from the date of execution of the agreement**
7. The **Lessee** shall not keep any development material/ debris outside the Demised Land during or after completion of development. If any development material/debris are kept outside the Demised Land, the **Lessor** shall have the right but not the obligation to have it removed at the cost/ risk of the **Lessee** after giving 2 days' notice in writing. This amount shall be paid by the **Lessee** within 7 days on a mere reference to it failing which the **Lessor** shall be entitled to recover the same from the Performance Security without prejudice to any other rights under this Lease Agreement. The **Lessee** will be solely responsible for any accident occurring due to the negligence of the **Lessee** at the Demised Land or in area adjoining the Demised Land.
8. The **Lessee** shall make no additions or alterations whatsoever to the premises erected over the Demised Land without first obtaining written permission of the **Lessor** and if

permission is so granted, the additions and alterations shall be made only in accordance with such directions as may be given by the **Lessor** and after obtaining sanction of the plan by the competent local authority as may be required in law. It is also agreed and acknowledged by the **Lessee** that it shall have no right to lease/license/allotment of any extra land over and above the Demised Land

However, the **Lessor** may in its absolute discretion and having regard to the attending circumstances may consider the request of the **Lessee** for additional land on payment of rent and such terms and conditions as may be considered reasonable by the **Lessor**. The volume of traffic, the necessity of suggested facilities and the availability of land shall be the guiding factors for grant of additional land.

9. The **Lessee** is required to make the facility operational by installing the necessary fixtures, furnishing and equipment and all other things necessary for operationalizing the park.
10. It is expressly agreed and declared that all the existing and future rates, taxes, levies, duties, cess and charges of whatsoever nature throughout the term or the extended term of the leased and in respect of the **User Facilities** shall be borne and paid by the **Lessee**.
11. The **Lessee** shall observe and comply with all applicable laws, rules, regulations and byelaws for the time being in force. The **Lessee** shall apply for and obtain and maintain at its own cost and expense during the term of the lease all requisite consents, approvals and permissions from concerned local authority and Government authorities in respect of the grant hereby made in terms of this Agreement.
12. The **Lessee** shall maintain throughout the term of this lease policy(s) of insurance or other sufficient arrangement to the satisfaction of the **Lessor** covering liability for injury to any person or persons using the Demised Land or availing the **User Facilities**.
13. The **Lessee** shall use the Demised Land, or any premises erected thereupon for the exclusive purpose of providing **User Facilities** to the travellers and bonafide visitors to the Demised Premises. The Lessee shall not sell liquor, intoxicant and any contraband goods

or any article the sale, distribution or display of which is prohibited by law. Failure to provide the desired level of **User Facilities** to the visitors shall be a sufficient ground for forfeiture of the Performance Security and for termination of the Lease.

14. The **Lessee** shall ensure that the lighting arrangements with adequate back up facility is provided on the Demised Land. The **Lessee** shall also ensure that the lighting facility do not cause any inconvenience to the users of the facility, neighbours or those who are using the pathway.
15. The **Lessee** shall ensure that the personnel deployed by it for discharging its obligations under this Agreement are of good health, of highest integrity, punctual, well dressed and well behaved.
  - a) The **Lessor** reserves its right to object to the deployment of any personnel for any reason in which case, such person or persons being objected to by the **Lessor** shall be removed by the **Lessee** forthwith and replaced with suitable person or persons as per the labour law guidelines or any other guidelines as per applicable law (State / Central).
  - b) The **Lessor** shall not be liable for any misconduct or misdeeds or any act or incident involving the **Lessee** or any of its personnel in any criminal or civil case and the **Lessee** alone shall be responsible for consequences and if any such incident takes place, the **Lessee** shall forthwith intimate the said incident to the **Lessor**.
  - c) The **Lessee** specifically agrees that the personnel deployed by it, will not in any way claim employment with the **Lessor**. The **Lessee** shall be solely responsible for any dispute raised by the personnel deployed either during the term of the Agreement or thereafter.
  - d) The Parties agrees that the relationship created by this Agreement is not of principal and agent.
  - e) The **Lessee** shall provide adequate security to the satisfaction of the **Lessor** for the members of the public using the said **User Facilities**.

- f) The **Lessee** shall provide proper uniforms to its employees as approved by the lessor.
- g) The **Lessee** shall provide proper design branding material for signages/totem/Logo etc. as approved by the lessor.
16. The **Lessee** shall provide the **User Facilities** on round the clock basis and shall maintain and run the **User Facilities** in accordance with good industry standards and as may be required by the **Lessor**.
17. The **Lessee** shall maintain the Demised Land and structure/installations/fixtures in good conditions and order to the satisfaction of the **Lessor** and also abide by the directions given by the department of health or such other departments as may be entrusted with the enforcement of rules and regulations regarding health, sanitation, cleanliness and hygiene. A penalty for Rs 1,000 / per day per breach event shall be levied for improper quality of work i.e. improper cleaning, sanitation, improper supervision, short deployment of equipment and use of inferior quality of consumables.
18. The **Lessee** shall be responsible for the comprehensive operation and maintenance of the entire **56,735 Square Meters of Kranti Dhara Park**. This includes the upkeep of both the Municipal Corporation–reserved vending zones and the Concessionaire’s own vending area. Additionally, the Concessionaire must manage and maintain all associated infrastructure, including pedestrian pathways, parking areas, public toilets, cleanliness, safety and security, and any other facilities necessary to support a high-quality, pedestrian-friendly urban environment. This integrated approach ensures sustainable, inclusive, and well-managed public spaces that promote mobility and microeconomic activity.
19. The **Lessee** shall ensure that all food and beverage items sold at the Demised Land adhere to required standards of quality and hygiene as prescribed by the extant guidelines of Food Safety and Standards Authority of India and other relevant authorities. The **Lessee** shall take all necessary actions to prevent the sale and consumption of liquor / alcohol by any person
20. The **Lessee** shall not store any hazardous or explosive substance in the Demised Land. However, use of cooking gas will be permissible except in an area where fuel station is located.
21. The **Lessee** shall provide and maintain necessary firefighting and fire protection systems in the Demised Land.



22. The **Lessor** shall not be responsible in any way for any loss or damage caused to the stock or property belonging to the **Lessee** or his staff or representative or the user or users of the Facilities arising from or out of any cause whatsoever.
23. The following provisions shall also apply with regard to the building/structures and fixtures put up by the **Lessee** on the Demised Land.

- a) The **Lessee** shall have no right to remove any buildings/structures on the Demised Land after the expiry of the lease period and the premises (including structures, fittings and fixtures, plants and machinery except removable equipments like tanks, dispensing units etc.) will become the property of the **Lessor**. No compensation will be paid for the same on expiry of the lease period.
  - b) In the event of termination of this lease on account of the breach of the terms and conditions by the **Lessee**, the premises (including structures, fittings and fixtures, plants and machinery) shall vest absolutely in the **Lessor**, without any liability, payment or compensation, to the **Lessee**.
  - c) In the event of termination of this lease by mutual agreement or expropriation, the premises (including structures, fittings and fixtures, plants and machinery) shall vest absolutely in the **Lessor** subject to the payment of compensation as specified in
    - “Compensation on account of Termination/Expiration of the Lease”
24. The **Lessee** hereby indemnifies the **Lessor** and saves the **Lessor** harmless against any action, proceedings, claims or demands of any person, local or statutory authority etc. made against the **Lessor** in respect of/and as a result of the business carried on by the **Lessee** or the **Lessee** committing any breach of the provisions of any Act or statutory regulations or in consequence of any other act or commission or omission or default of the **Lessee**, his servants, agents or workmen against all cost, charges and expenses, penalties, fines, losses and damages which the **Lessor** may have to pay, incur or sustain.
- The **Lessee** shall observe and perform all the terms, covenants, conditions and stipulations contained herein and shall not do, omit or suffer to be done any act, deed or thing whereby **Lessor's** rights with respect to the Demised Land and the assets therein are in any way prejudiced, affected or extinguished.
25. The **Lessee** shall have no objection to the **Lessor** granting any other person the rights to run similar/User Facilities in the vicinity of the Demised Land.
26. The **Lessee** shall obtain environment clearance, if required from the requisite statutory authority/ies and shall take appropriate steps as per applicable laws and regulations for preserving and maintaining the ecological balance in and around the Demised Land.

Any adverse impact on the environment as a result of the business being carried out or due to negligence of the **Lessee**, the **Lessee** shall and on his/its failure, the **Lessor** may take steps for the restoration of the environment at the cost of **Lessee**, any expenditure incurred by the **Lessor** in this behalf, shall be recoverable from the **Lessee** within 7 days of receipt of notice together with such penalty as may be considered reasonable by the **Lessor**, but not exceeding 50% of the expenditure incurred.

27. The cost of stamp papers, registration and other such charges in connection with this lease, shall be fully borne by the **Lessee**.
28. The **Lessee** may provide additional hoardings on the demised land/building structure at locations which are not visible from the road, does not impact the elevation of the wayside amenity and will not distract the attention of road users, after obtaining due approval of the **Lessor**. The **Lessee** is permitted to display commercial advertising as per compliance with the applicable regulations including but not limited to the extant regulations of outdoor advertising and after obtaining due approval of the **Lessor**.
29. The **Lessor** reserves the right to inspect and conduct checks to observe/witness the fulfilment of the obligations by the **Lessee** under this Agreement. If in the opinion of the **Lessor**, the **User Facilities** required to be provisions under this Agreement are not being provided or are not being properly maintained or the level of services is below standard, the **Lessee** shall take such corrective measures upon being served with a notice to the said effect by the **Lessor**. Failure of the **Lessee** to comply with the requirements of the notice within the time period stipulated therein would be considered a breach of the terms of this Lease Agreement by the **Lessee**.
30. The **Lessee** shall maintain a Complaints Register at a conspicuous place in the Demised Land for recording complaints, if any, of the users of the facilities. The **Lessee** shall inspect the Complaints Register at reasonable intervals and take prompt steps for redressal of the grievances stated in each complaint.
31. Within one week following the close of each calendar month, the **Lessee** shall send to the **Lessor** a true photocopy of such pages of the Complaints Register on which any entries have been recorded of any Complaint during the course of such month along with details

of the action taken by the **Lessee** on such Complaints. The **Lessor** may in its discretion direct the **Lessee** to take such further reasonable action as the **Lessor** may deem appropriate for a fair and just redressal of any grievance.

32. The **Lessee** agrees and acknowledges that the **Lessor** reserves the right to vary the scope of the **User Facilities** from time to time before the final bid submission date which shall be binding on the **Lessee**. Any further changes in Scope of Mandatory User Facility shall be mutually agreed upon by the Lessor and the Lessee.
33. Upon the expiry or earlier termination of the Lease, the **Lessee** shall handover to the **Lessor** the peaceful and vacant possession of the Demised Land including the structure/installations/fixtures erected or installed on the same. At the time of handover, the asset should be in good, aesthetic and serviceable condition as per good industry practices. Failure to hand over the same within a period of 7 days of the expiry or earlier termination of the Lease would make the **Lessee** liable for payment of penalty equivalent of a sum of Rs 5,000 per day upto a maximum of 10 days after which the **Lessor** shall be entitled to enter upon and take possession of the Demised Land.
34. The lessee shall follow the prevailing UP Building Bylaws (as amended from time to time)/ IRC guidelines in respect of building line & control line for the development of Wayside Amenities, if applicable.

#### **OBLIGATIONS OF THE LESSOR**

1. That on the **Lessee**, paying the said yearly lease amount on the due date thereof and in the manner herein above provided and observing and performing the covenants, conditions and stipulations herein contained and on the part of the **Lessee** to be observed and performed, shall be entitled to peaceably and quietly hold, possess and enjoy the Demised Land together with the buildings/structures and installations erected thereon during the term hereby granted without any eviction, interruption, disturbance, claim and demand whatsoever by the **Lessor**, except as provided herein.

2. The **Lessor** shall not unreasonably withhold the issuance of necessary letters/permissions/sanctions, which may be required by the **Lessee** for development, operation and maintenance of the **User Facilities**. Any unreasonable time consumed by the **Lessor** shall be liable to be adjusted against any time required to be observed by the **Lessee** for performing any obligation under this Lease Agreement.
3. The **Lessor** shall provide access to the Demised Land to the **Lessee**. The **Lessor** shall grant the Lessee pre-approved access provision to the Demised Land before the commencement of the development work. No further approval shall be required from the Lessor prior to commencement of development work unless stated otherwise.
4. To afford an opportunity of being heard to the **Lessee** before varying the scope of the **User Facilities**.

#### **TERMINATION OF THE LEASE**

1. In the event of any default, failure, negligence or breach in the opinion of the Lessor on the part of the Lessee, in complying with all or any of the conditions of the lease agreement, the Lessor will be entitled and be at liberty to terminate the lease forthwith and resume possession of the Demised Land without any liability or obligation towards the Lessee. This will be without prejudice to Lessor's right to recover, impose penalty and also forfeit the security maintained by the Lessee and claim compensation for damages, if any, from the Lessee.
2. Notwithstanding anything to the contrary in this Agreement, if the lease amount reserved or any part thereof shall remain unpaid for 60 days after becoming payable and the **Lessee** after receiving 7 days' notice does not make payment of the lease amount due and payable, it shall be lawful for the **Lessor** at any time to terminate this lease and to re-enter upon the leased premises or any part thereof and the **Lessee** shall on such termination peacefully give up and handover vacant possession of the land, premises and all buildings/structures and installations and there upon this lease shall absolutely stand terminated and the Bank Guarantee forfeited. The same shall be without prejudice to any other right of the **Lessor** in respect of any antecedent breach of the **Lessee(s)** covenants hereinabove contained.

3. It is the express purpose of grant of this lease to develop, continue, properly maintain and provide the **User Facilities** on the Demised Land during the term of the Lease or any extended period thereof. On breach of this condition, it shall be lawful for the **Lessor** to re-enter upon the Demised Land including the buildings thereon and terminate this lease without prejudice to any other right of the **Lessor**.
  
4. Notwithstanding anything to the contrary in this Agreement, if the Demised Land is required by the **Lessor** for expansion/ development of road/ drain, the **Lessee** shall within 30 days or the time stipulated in the notice to be served in this behalf whichever is higher, vacate the premises and handover peaceful and vacant possession within the time as may be mentioned in the notice and in the event of failure to do so, the **Lessor** shall be entitled to impose and receive a penalty of Rs. 5,000 per day up-to a maximum of 10 days after which the **Lessor** shall be entitled to enter upon and take possession of the Demised Land. Provided that the **Lessor** at the time of the service of such notice may, in its absolute discretion, although it is not obliged to do so, offer to the **Lessee** another plot or plots of land on the said Meerut Development Authority for the erection of similar building/structure and/or installation for use for the purpose and business of the **Lessee** on a fresh lease comprising similar or more covenants in these presents contained and including the covenants relating to the approval of plans and additions or alterations to the said structure and installations. Provided further that the amount payable by the **Lessee** during the remaining period of the lease shall not exceed the amount which would have been payable for the remainder of the term in respect of the premises hereunder leased. Otherwise, the **lessor** may compensate the **lessee** as specified in – “Compensation of account of Termination/Expiration of the Lease”
  
5. If the **Lessee** shall desire to terminate this Lease he shall give the **Lessor** 180 days clear notice in writing of such desire and shall up to the time of such termination pay the amounts due and perform and observe the covenants on his part herein before contained, then immediately on the expiration of such notice this lease shall cease but without

prejudice to the rights and remedies to which the **Lessor** has become entitled in respect of any anticipated claim or breach of the covenant. **Lessee** will have no right on the building/infrastructure erected or maintained at the Demised Land and the same shall be the sole property of the **lessor**.

### **Compensation on account of Termination/Expiration of the Lease**

1. In the event of expiry of lease period there shall be no compensation payable to the **Lessee**.
2. During the course of lease, if the **Lessor** requires to expropriate the facilities, or required for the expansion of road or drain, the compensation shall be payable as follow:
  - a) If the expropriation is within a period of 5 years from the date of commencement of lease period, a premium of 25% shall be payable over the depreciated value of the infrastructure installed as per CPWD norms.
  - b) If the expropriation is from 5 to 10 years from the date of commencement of lease period, a premium of 15% shall be payable over the depreciated value of the infrastructure installed as per CPWD norms.
3. If lease is terminated by mutual consent then the **Lessee** shall be compensated by an amount equal to the depreciated value of the **facility** including any outstanding as applicable for the financial year during which the transfer take place.

### **APPLICABLE LAW**

1. The Lease shall be governed by the provisions of the Transfer of Property Act, 1882.
2. Any dispute arising between the **Lessor** and the **Lessee** shall be subject to arbitration by an arbitration tribunal as hereunder provided.

### **ARBITRATION**

1. Any Dispute which is not resolved amicably by conciliation, shall be finally decided by reference to arbitration by an arbitral tribunal. Such arbitration shall be held in accordance with the Rules of SAROD, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties and shall be subject

to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Meerut and the language of arbitration proceedings shall be English.

2. Subject to the Rules, there shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
3. The arbitral tribunal shall make a reasoned award (the “Award”).
4. The Contractor and the Authority agree that an Award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.
5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.
6. In the event the Party against whom the Award has been granted challenges the Award for any reason in a court of law the other Party, subject to the order of the Court, shall be entitled to seek an interim payment for an amount equal to 75% (seventy-five per cent) of the Award, pending final settlement of the Dispute. The aforesaid amount shall be paid forthwith upon furnishing an irrevocable Bank Guarantee for a sum equal to 120 % (one hundred and twenty per cent) of the aforesaid amount. Upon final settlement of the Dispute, the aforesaid interim payment shall be adjusted and any balance amount due to be paid or returned, as the case may be, shall be paid or returned with interest calculated at the rate of Bank Rate plus 3% (three per cent) per annum from the date of interim payment to the date of final settlement of such balance.
7. The Parties acknowledge and agree that the Arbitration proceedings shall be video recorded and one copy each of the video recording shall be provided to both the Parties.

### **NOTICES**

1. Any notice required to be served on the **Lessee** under this Agreement shall be deemed to have been served if delivered at or sent by registered /speed post to the address as recorded in this agreement. In case of any change in the address the **Lessee** shall notify the change by registered letter to the **Lessor** within 7 days from the date of such change failing which a service effected on the address given in this Agreement shall be deemed to be the sufficient service.



2. The **Lessor** shall be entitled to terminate this lease at any given time as provided under this Agreement after giving 30 days prior notice to the **Lessee** stating therein the reasons for the termination of this lease.

#### **TIME**

The initial lease period will be 10 years. The Lessee reserves the first right of refusal for extending the lease agreement for another 5 (Five) years on mutually agreed terms.

The Lessee's first right of refusal mentioned above for a further period of 5 (Five) years shall, however, be subject to the following:

- a) The Lessee shall participate in the re-bid of the site after the initial lease period ends (i.e. 10 years), where the Lessor shall reserve the right to modify existing or introduce new terms and conditions and bid parameters;
- b) The Lessee shall be the highest bidder or shall be within 10% of the highest bid;
- c) The Lessee shall match the highest bid to exercise the first right of refusal and get extension of the lease for the further period of 10 years

#### **AMENDMENT**

No amendment to this Agreement shall have any legal force or effect unless such amendment is in writing signed by each of the parties hereto.

#### **RELATIONSHIP**

Nothing herein contained shall constitute any other relationship between the parties except that of **Lessor** and **Lessee**.

#### **FORCE MAJEURE**

Neither party shall be liable to each other for any loss or damage occasioned/caused by or arising out of acts of God, and in particular, "Unprecedented floods", pandemic, volcanic eruption, earthquake or other convulsion of nature, and other acts, such as but not restricted to invasion, the act of foreign countries hostilities or war like operation before or after declaration of rebellion military which prevent performance of the contract and which would have been foreseen or avoided by prudent person and in such cases the decision of the **Lessor** shall be final.

### **LANGUAGE**

All communication between the parties hereto shall be in English.

### **INTERPRETATION OF AMBIGUITY**

If the **Lessee** needs any clarification as to the scope and nature of the **User Facilities**, it shall immediately notify the same in writing to the **Lessor** for necessary clarification. Any clarification by the **Lessor** as to the scope and nature of the user facility shall be final and binding on the **Lessee**.

### **WAIVER**

No delay on the part of the **Lessor** in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

### **SEVERABILITY**

If any provision of this Agreement is deemed or held to be illegal, invalid, unenforceable or contrary to any laws or regulations, all other provisions will continue in full force and effect, and the Parties where possible will substitute for such provision a valid and enforceable provision which conforms as nearly as possible with the original intent of the Parties or such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

### **SCHEDULES**

All Schedules to the Agreement shall form part of the Agreement.

**IN WITNESS WHEREOF** the parties hereto set their hands on the day and year first above-mentioned

Signed by Meerut Development Authority

In the presence of : .....

Name :

Designation:

Signed by The **Lessee** \_\_\_\_\_ In the presence of \_\_\_\_\_

**Operation, Maintenance and Commercial Utilization of Krantidhara Park under  
Meerut Development Authority**

**d) Annexure-IV: Format for bank Guarantee for Performance Security**

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY (DURING DEVELOPMENT PERIOD / MAINTENANCE AND OPERATION PERIOD)**

To

The Vice Chairman,  
Meerut Development Authority,  
Meerut- 250003

WHEREAS \_\_\_\_\_\*[*Name and address of Lessee*] (hereinafter called "the Lessee") has undertaken, in pursuance of Bid award/ Lease Agreement dated \_\_\_\_ to develop the works for development, operation and maintenance of food joints on \_\_\_\_\_in Meerut Development Authority No. \_\_\_\_\_in the state of \_\_\_\_\_on lease basis. (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Lessee shall furnish you a Bank Guarantee from a bank acceptable to the 'lessor' for the sum specified therein as security to guarantee the start and completion of development of works and maintenance thereof for the specified period of lease (from \_\_\_\_\_ to \_\_\_\_\_) i.e. for compliance with his obligations in accordance with the Contract,

AND WHEREAS we have agreed to give the Lessee such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Lessee up to a total of \_\_\_\_\_[*amount of Guarantee*]  
\_\_\_\_\_[*in words*], during the lease period and for an additional timeline of 12 months after completion of the lease period in Indian Rupees and we unconditionally and irrevocably undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_  
[*amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Lessee before presenting us with the demand.

We agree that no underlying dispute as between you and the Lessee nor any pending application for

interim relief or arbitration proceedings or other legal proceedings shall constitute any ground for prevention, delay or obstruction for making payment to you by us and the existence of any disputes or differences or claims in arbitration or otherwise shall not constitute any ground for non-payment under this Guarantee.

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

This guarantee shall be valid for \_\_\_\_\_months/ year after the date of signing of Lease Agreement and shall be effective from its date.

SIGNATURE AND SEAL OF THE GUARANTOR NAME OF BANK

**ADDRESS DATE**

\* Give names of all the constituents if the Lessee is a Joint Venture.

**e) Annexure-V: Format for Earnest Money Deposit****FORM OF BANK GUARANTEE FOR EARNEST MONEY**

WHEREAS \_\_\_\_\_ [*Name of Bidder*] (hereinafter called "the Bidder ") has submitted his bid dated \_\_\_\_\_ [*Date*] for development, operation and maintenance of food joints on \_\_\_\_\_ (location) \_\_\_\_\_ in the state of \_\_\_\_\_ on lease basis. KNOW ALL MEN by these presents that We \_\_\_\_\_ [*Name of Bank*] of \_\_\_\_\_ [*Name of Country*] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto The Meerut Development Authority, Meerut of India (hereinafter called "the MEDA" ") in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for which payment well and truly to be made to the MEDA and the Bank binds himself, his successors and assigns by these presents.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his Bid during the period of bid validity specified in the Bid Document.  
or
2. If the Bidder having been notified of the acceptance of his Bid by the MEDA during the period of bid validity:
  - a) fails or refuses to execute the Lease Agreement in accordance with the provisions of Bid Document, and/or b) fails or refuses to furnish the Performance Security, in accordance with the Bid Document / Lease Agreement

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

This Guarantee will remain in force up to and including the date 60 days beyond the 60 days after the deadline for submission of bids as such deadline is stated in the Bid Document or as it may be extended by the MEDA notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date

**DATE SIGNATURE OF THE BANK SEAL OF THE BANK  
SIGNATURE OF THE WITNESS  
NAME & ADDRESS OF WITNESS**

**f) Annexure-VI: Declaration of Not been Blacklisted**

Declaration A for not being barred by the Central Government, any State Government, a statutory Authority or a public sector

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to “**Appointment of concessionaire for Request for Proposal for selection of agency for operation, maintenance & commercial utilization of Krantidhara Park under Meerut Development Authority (MEDA).**”, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

\_\_\_\_\_  
(Signature of the Authorized Person)

Name:

Designation:

**g) Appendix-I: Forms and details for proof of eligibility**

**PROOF OF ELIGIBILITY  
LETTER OF TRANSMITTAL**

From:

To:

Meerut Development Authority,  
Meerut,  
Uttar Pradesh- 250003

**Subject: Submission of Documents for Proof of Eligibility for the work of Operation, Maintenance and Commercial Utilization of Krantidhara Park under Meerut Development Authority on Lease Basis**

Sir,

Having examined the details given in bid document for the above work, I/we hereby submit the pre-qualification document and other relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed form A and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for proof of eligibility and have no further pertinent information to supply.
3. I/We submit the requisite certified solvency certificate and authorize MEDA to approach the Bank issuing the solvency certificate to confirm the correctness thereof.

**Name of work Certificate from**

Enclosures:

Date of submission

**SIGNATURE(S) OF APPLICANT(S) with seal**



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**g) Appendix-II: Affidavit**

Bidders should upload the scanned copy of the following affidavit as per format enclosed hereinafter & also send original copy of Affidavit. The affidavit should be on stamp paper attested by Notary Public.

1. I, the undersigned, do hereby certify that all the statements and documents made in the enclosed attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ have abandoned any work on Meerut Development in India nor any contract awarded to us for such works have been rescinded, during the last five years prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by MEDA to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the MEDA and within the prescribed time.

\_\_\_\_\_  
(Signed by an Authorized Representative of the firm)

\_\_\_\_\_  
(Name of the Representative)

\_\_\_\_\_  
(Name of the firm)

\_\_\_\_\_  
(Date)

To be notarized by Notary

**h) Appendix-III: Format for Power of Attorney for Signing of Bid**

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise 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 OPERATION, MAINTENANCE AND COMMERCIAL UTILIZATION OF KRANTIDHARA PARK UNDER MEERUT DEVELOPMENT AUTHORITY ON LEASE BASIS proposed or being developed by the Meerut Development Authority of India (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Lease Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Lease Agreement with the Authority.

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

IN WITNESS WHEREOF WE \_\_\_\_\_ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

(Signature, name, Designation, and Address) of person authorized by Board Resolution (In case of Firms/ Company) Partner in case of Partnership Firms Witness

Accepted  
(Signature)

Person identified by me/ personally appeared before me/ signed before me/ signed before me / Attested/ Authenticated \* (\*Notary to specify as applicable)

(Signature, Name and Address of the  
Notary)

Seal of Notary

Registration Number of the Notary

Date

Notes:

*The mode of execution of the Power of Attorney*

*should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

*For a Power of Attorney executed and issued overseas, the document will also have to be 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 Appostille certificate.*

*Bidder is allowed to submit a single POA while bidding for multiple sites using the e- tender portal subject to condition that POA is valid for the sites for which bid is submitted / specially mentioning the sites in POA. Bidder shall clearly state the name of sites in the forwarding letter and submit separate securities and cost of bid documents with all proofs for each site for which bid is being submitted.*



**i) Appendix-IV: Integrity Pact**

*(To be executed on plain paper and submitted along with Technical Bid. To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the MEDA).*

**(Meerut Development Authority)**

This integrity Pact is made at on this \_\_\_\_\_day of\_ .

Between

**Meerut Development Authority (MEDA)**

and

\_\_\_\_\_ hereinafter referred to as “**The Bidder/ Contractor/ Concessionaire/Consultant/Service Provider**” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.



## **j) Appendix – V FINANCIAL INFORMATION**

### **I. FINANCIAL STATEMENT OF THE LAST THREE FINANCIAL YEARS**

| S.No. | Particulars         | 2022-23/ 2023-24/ 2024- 25( To Be submitted Each Separately ) |
|-------|---------------------|---|
| 1.    | Annual turnover     |   |
| 2.    | Total Assets        |   |
| 3.    | Current Assets      |   |
| 4.    | Total Liabilities   |   |
| 5.    | Current Liabilities |   |
| 6.    | Net worth           |   |
| 7.    | Working capital     |   |
| 8.    | Net Profit          |   |

Note : For the purposes of this RFP, net worth (the “Net Worth”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

### **II. Financial arrangements for carrying out the proposed work**

#### **III. The following certificates are enclosed:**

- a.** Solvency Certificate from Bankers of Applicant or a net worth certificate duly certified by Chartered Accountant.
- b.** Profit & Loss Statement of Last 3 years duly certified by Chartered Accountant mentioning UDIN number.
- c.** Annual Turnover Statement of last 3 years duly certified by Chartered Accountant mentioning UDIN number.

SIGNATURE OF APPLICANT(S) with Seal

**Signature of Chartered accountant With Seal**



### **k) Appendix - VI: Curriculum Vitae of Technical Personnel**

**Name of Consultant :**

**Name of Staff :**

**Present Position :**

**Profession :**

**Date of Birth :**

**Year with Consultant/Firm :**

**Nationality :**

**Membership with Professional Bodies :**

**Key Qualifications:**

(Give an outline of staff member's experience and training most pertinent to take on assignment. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and locations. Use up to half page)

**Education:**

(Summarize college/ University and other specialized education of staff member, giving name of the institution attended with dates and degree obtained. Use up to half page)

**Employment Record:**

(Starting with present position, list in relevant order and every employment held. List all the positions held by staff member since graduation/post-graduation giving dates name of employed organization, title of position held and location of assignment. For experience in last ten years, also give type of activities performed and client references, where appropriate, use up to one page)

**Languages:**

(Indicate proficiency in speaking, reading and writing of each language by "Excellent" "Good" "Fair" and "Poor")

**Certification:**

I, the undersigned certify that to the best of my knowledge and belief, this biodata correctly describe myself, my qualifications and my experience and also I give my consent to work on the proposed project with the company for the entire project period.

Signature of Staff member

Date:

Place:

Note: Use additional sheets if required.



## **I) Appendix – VII : Agency's organization and experience**

[Provide here a brief (two pages) description of the background and organization of your firm/entity]

In addition to the background and organization of your firm/entity also provide documentation on proposed methodology, and work plan in responding to the terms of Reference (TORs), well defined milestones for each of the work under the scope of the project along with the proposed deadlines for achievements of each of the goals. Including Agency's organization and experience.

Details of the following related to the Operation, maintenance & commercial utilization of Krantidhara Park under Meerut Development Authority (MEDA).

1. Understanding of Project Scope and site
2. Approach
3. Methodology-
4. Work plan covering risk challenges
5. Innovative Solutions

### **Preamble**

Whereas, the Principal intends to award, under laid down organizational procedures, contract/s for **“Operation, Maintenance and Commercial Utilization of Krantidhara Park under Meerut Development Authority on lease basis”** as specified in Clause 3.3. The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/ Consultant(s)/Service Provider(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties here by agree as follows and this pact witnesses asunder:

### **Article-1 Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

### **Article – 2 Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s).**

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.





- a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) of foreign-origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

**Article-3 Disqualification from tender process and exclusion from future contracts.**

1. If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s), before award or during execution has committed a transgression through a violation of any provision of Article- 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) from the tender process.
2. If the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider for any future



tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.

3. A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.
- (1) The Bidder/Contractor/Concessionaire/Consultant/Service Provider with its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (2) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider shall be final and binding on the Bidder/ Contractor/ Concessionaire/Consultant/Service Provider.
- (3) On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, the Bidder/Contractor/Concessionaire/Consultant/Service Provider shall not be entitled for any compensation on this account.
- (4) Subject to full satisfaction of the Principal, the exclusion of the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider could be revoked by the Principal if the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

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**Article-4 Compensation for Damages.**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
2. In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant/Service Provider's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/Concessionaire/Consultant/Service Provider and/or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

**Article – 5 Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti-corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article- 3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

**Article - 6 Equal treatments of all Bidders/ Contractors/ Concessionaires/ Consultants/ Service Provider/ Sub- contractors.**

1. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants/Service Provider and Subcontractors.

3. The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

**Article-7 Criminal charges against violating Bidder(s)/Contractor(s)/  
Concessionaire(s)/Consultant(s)/Service Provider(s)/Sub-contractor(s).**

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

**Article – 8 Pact Duration**

This Pact begins when both parties have legally signed it. (In case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability period is over or 12 months after his last payment under the contract whichever is later and for all other *unsuccessful* Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other *unsuccessful* Bidders 6 months after this Contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of MEDA.

**Article - 10 Other Provisions.**

1. This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder/Contractor/Concessionaire/Consultant/Service Provider is a partnership or a consortium, this pact must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Any disputes/differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
6. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

\_\_\_\_\_  
(For      &      On behalf      of      the Principal) (For      &      On behalf      of      the  
Bidder/Contractor/Concessionaire/Consultant/Service Provider(s)) (Office Seal)

Place Date

**Witness 1:**

(Name &Address):

**Witness 2:**

(Name &Address



**Meerut  
Development  
Authority**

MEERUT DEVELOPMENT AUTHORITY, MEERUT

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