



Request For Proposal
FOR
OPERATION, MAINTENANCE & EVENT MANAGEMENT SERVICES OF
ECO HERBAL PARK, MORADABAD



Moradabad Development Authority,

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Moradabad 244001

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NOTICE INVITING TENDER
REQUEST FOR PROPOSAL FOR OPERATION, MAINTENANCE AND EVENT MANAGEMENT SERVICES
OF
ECO HERBAL PARK, MORADABAD

NIT No.— — —/MDA/Property/2026

Dated XX.XX.2026

The **Moradabad Development Authority (MDA)** invites online proposals for the operation, maintenance, and event management of **Eco Herbal Park**, located in **Naya Moradabad**.

This park is to be managed for an initial period of 8 **(Eight) years**, with the possibility of a **02 (Two) year extension** on a lease/license basis. MDA seeks to engage a suitable concessionaire/bidder to operate and maintain the park and organize/manage events to attract the general public and generate revenue.

The selected bidder will be responsible for all operational and maintenance activities, as well as event management, as detailed in this RFP. Interested parties should thoroughly review this RFP before submitting their proposals. By submitting a proposal, bidders acknowledge that they have fully understood and accepted the terms, conditions, and implications of this document. MDA reserves all the rights to accept or reject any or all Bids without assigning any reason thereof.

For more details, please refer to the full RFP document available on <http://etender.up.nic.in> and on Moradabad Development Authority's website: www.mdamoradabad.gov.in.

(Secretary)

1. DISCLAIMER

The information contained in this RFP, or subsequently provided to Parties, whether verbally, in documentary form, or in any other format by or on behalf of the Moradabad Development Authority (MDA) or any of its employees, is confidential. It shall not be reproduced, transmitted, adopted, or displayed for any purpose whatsoever. This RFP is a preliminary step in the process of selecting a suitable party to operate and maintain the park, aiming to attract the public and generate revenue.

The RFP includes various assumptions and assessments made by the MDA regarding the project. These assumptions and statements may not contain all the information each bidder requires. This RFP may not be suitable for all potential applicants, and MDA and its employees cannot account for the objectives, technical expertise, and specific needs of every individual or entity that reads or uses this RFP. The assumptions, assessments, statements, and information contained herein may not be complete, accurate, adequate, or correct. Each applicant should conduct its own investigations and analysis and verify the accuracy, adequacy, correctness, reliability, and completeness of the information in this RFP. Applicants should also seek independent advice from appropriate sources.

The information provided in this RFP is not intended to be an exhaustive account of statutory requirements and should not be considered a comprehensive or authoritative statement of law. The MDA accepts no responsibility for the accuracy or interpretation of any legal opinions or statements contained herein. Neither the MDA nor its employees make any representation or warranty and shall have no liability to any person, including any applicant, under any law, statute, rules or regulations, tort, principles of restitution, or unjust enrichment, or otherwise for any loss, damage, costs, or expenses arising from or incurred in connection with this RFP. This includes, but is not limited to, any inaccuracies, inadequacies, incorrectness, unreliability, or incompleteness of the RFP and any assumptions, assessments, statements, or information contained within or deemed to form part of this RFP.

The MDA may, at its absolute discretion, update, amend, or supplement any information, objectives, assessments, or assumptions contained in this RFP, without any obligation to do so. The issuance of this RFP does not imply that the MDA is bound to select an applicant, and MDA reserves the right to reject any or all proposals or terminate the process at any time without assigning any reason.

All costs associated with or related to participation in this process shall be borne by the applicant, regardless of the conduct or outcome of the process.

2. DATASHEET

S. no	Event	Information
1	RFP NIT No.	XX/MDA/Property/XXXXX
2	RFP Inviting Authority	Secretary Moradabad Development Authority, Moradabad
3	Name of Assignment	RFP for Operation, Maintenance and Event Management Services in Eco Herbal Park, Moradabad
4	Scope of Work	As detailed in RFP Document
5	Mode of Selection	Highest License Fee.
6	Tender/Bid Processing fee	Rs. 5900.00 + GST
7	EMD	Rs. 1,65,000.00 (One Lakh, Sixty-Five Thousand Only) i.e. 2% of the Annual fixed Reserve Price. Bidders who have submitted EMD for an earlier call may opt to provide UTR number of the earlier EMD payment.
8	Performance/ Security Deposit	The successful bidder shall have to submit Performance/ Security Deposit for an amount equivalent to 50% of the annual quoted license fee valid for a period of one year and renewable for each year of the tenure.
9	Period of Contract	Eight years (Extendable for a period of another Two years based on requirements & performance of contractor)
10	Document Downloading Start Date	DD.MM.YYYY
11	Prebid queries	DD.MM.YYYY by 05:00 PM, by E-mail- mdamoradabad2019@gmail.com
12	Prebid meeting	DD.MM.YYYY

13	Last date and time for Proposal submission on e-bid portal	DD.MM.YYYY 05:00 PM
14	Date of Opening of Technical bid	DD.MM.YYYY
15	Date of Opening of Financial bid	To be informed later to the bidders whose bid is technically qualified.
16	Clarification submission mode	1. E-mail- mdamorabad2019@gmail.com 2. Hard copy at property office MDA

Note: Those bidders who have participated in previous bid of this RFP need not submit fresh EMD, but submission of Tender/Bid Processing fee is mandatory. However, the bidder has to upload proof of submitted EMD with the technical bid document.

3. DEFINITIONS

Unless the context requires otherwise, the following terms shall have the meanings assigned to them in this and all other documents related to this bidding process:

- i. "The Party" or "Selected Bidder": Refers to the individual, NGO, firm, company, society, or charitable trust whose bid has been approved for providing Operation, Maintenance, and Event Management Services for the Park. This term includes the entity's legal heirs, representatives, administrators, successors, and permitted assigns.
- ii. "MDA": Stands for Moradabad Development Authority.
- iii. "Park": Refers to Eco Herbal Park, Moradabad.
- iv. "Agreement": Denotes the contract to be signed between MDA and the Selected Bidder for providing services as outlined in this RFP.
- v. "Bidder/Party": Any individual, NGO, firm, company or society that submits a bid for Operation, Maintenance, and Event Management Services for Eco Herbal Park under this RFP document.
- vi. "**Effective Date**" means the date on which possession to the Project Facility is provided to the Operator, as a licensee, with leave and license rights in respect of the Project Facility after expectation of registered Agreement.
 - i. "Party": Refers to any entity that is a signatory to the Agreement under this bidding process. Parties" refers collectively to both entities involved in the Agreement.
 - ii. "Services": Refers to the Operation, Maintenance, and Event Management Services for the Park.
 - iii. "Selected Bidder Personnel": Includes all employees, agents, sub-contractors, and others engaged by the Selected Bidder to provide the Services under the Agreement pursuant to this bidding process.
 - iv. "Lessor" means MDA.
 - v. "Lessee/Licensee" means selected bidder.

4. INTRODUCTION AND BACKGROUND

4.1. Overview

The Moradabad Development Authority (MDA) has developed Eco Herbal Park as a premier green sanctuary in the rapidly developing precinct of Naya Moradabad. Conceived as a vital ecological lung for the city, the 25-acre park offers citizens an accessible, high-quality public green space that blends environmental preservation with everyday recreation. True to its identity, the park is characterized by a wide range of herbal species, dense green cover, expansive lawns, and shaded pathways lined with mature, large-canopy trees creating a natural, oxygen-rich environment and a serene escape from the urban setting.



Over time, the park has emerged as an important community asset with established base infrastructure, including walking pathways, a children's play area, toilets, parking facilities, and signage/wayfinding. In addition, multiple built structures within the park present strong potential for adaptive reuse as food outlets/kiosks/pop-up café formats, which can significantly improve visitor convenience and increase dwell time.

4.2. Need for Intervention

While Eco Herbal Park possesses strong foundational assets and a distinct eco-herbal identity, its true potential can be unlocked through targeted renovation, visitor-experience upgrades, and professional operations and maintenance. There is also a unique opportunity to activate the park through revenue-generating components that are compatible with its public character, particularly food and beverage services and curated event programming while ensuring the park remains inclusive, safe, and well-maintained.

A key differentiator of Eco Herbal Park is the presence of a open ground within the overall premises. With appropriate development, this ground can be upgraded and curated as a destination venue for



private functions of maximum gathering of 100 users. Importantly, the location and configuration of the open ground allow it to be planned as an event zone that can function independently of the main park enabling controlled access, event-specific operations, and minimal disruption to daily park users.

4.3. Project Vision:

MDA envisions Eco Herbal Park as a model “Eco-Herbal, Wellness, and Community Recreation Destination” for Naya Moradabad, supported by professional management and high service standards. The vision includes:

- Strengthening the park’s eco-herbal identity through improved landscaping, interpretation, and thematic visitor experiences.

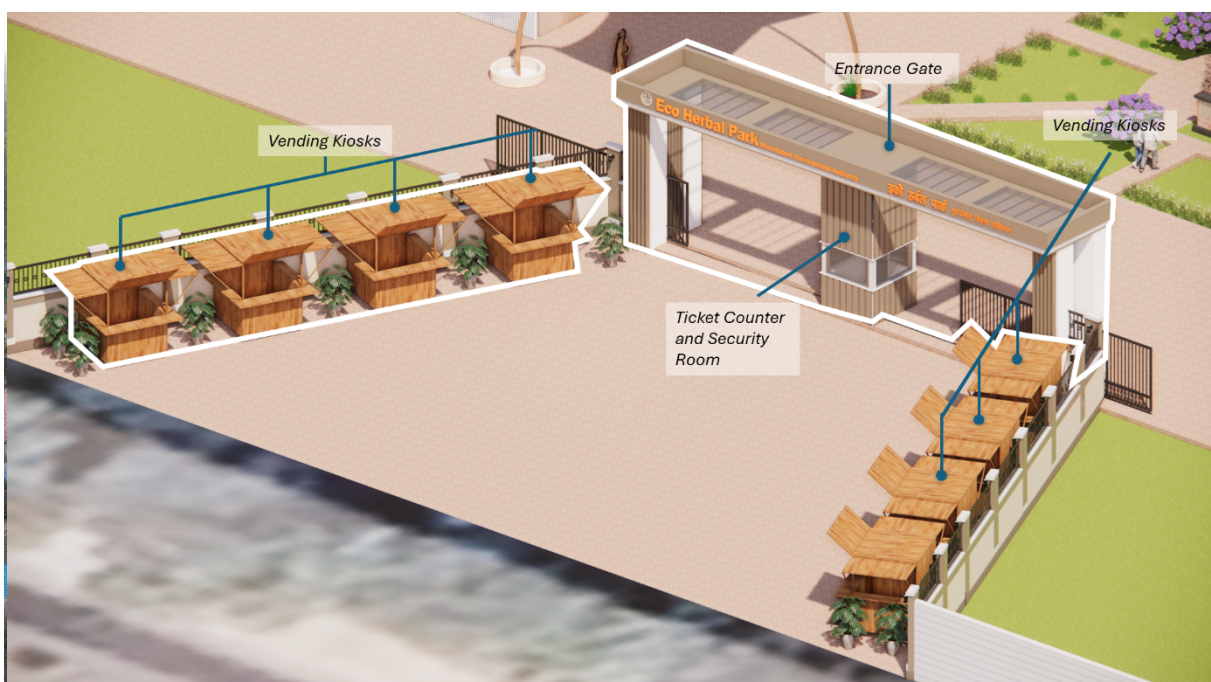
- Enhancing wellness and recreation infrastructure for diverse age groups, including families and daily walkers.



- Activating underutilized built assets for curated food and beverage services aligned with the park's nature and wellness character.
- Developing the open ground as a high-quality private function destination, operating as a self-contained venue while complementing the overall park ecosystem.

4.4. Purpose of this RFP

Through this Request for Proposal (RFP), MDA invites qualified and experienced concessionaires/agencies ("Concessionaire") to undertake renovation, upgradation, operation, maintenance, and management of Eco Herbal Park, and to develop the open ground as a venue for events. The selected Concessionaire shall be responsible for unlocking the park's full potential through



planned capital improvements, high-quality service delivery, and sustainable commercial activation, while ensuring the park's public character and user experience remain paramount.

5. SCOPE OF WORK

5.1. Overview

The scope envisioned under this concession framework includes, but is not limited to, the following indicative components. The selected Concessionaire shall be responsible for planning, implementation, operation, and maintenance of these components in accordance with applicable approvals, standards, and performance requirements.

A. Park Renovation & Experience Upgrades

- Improvement of landscape and green areas, including lawns, herbal and plantation zones, and shaded trails.
- Upgradation of pathways and the overall walking experience, including seating and rest points for visitors.
- Strengthening and enhancement of the children's play area and family-oriented recreation components.
- Improvement of signage, wayfinding, and visitor information elements to enhance legibility, safety, and visitor experience.

B. Operations & Maintenance (O&M)

- Day-to-day Park operations, including cleanliness, horticulture upkeep, basic repairs, visitor facilitation, and security arrangements (as applicable).
- Performance-based maintenance to ensure consistent, safe, and high-quality standards across the park throughout the concession period.

C. Commercial Activation (Adaptive Reuse)

- Repurposing and activation of existing built structures within the park as food outlets, kiosks, pop-up cafés, and allied visitor services.
- Development of curated offerings aligned with the eco-herbal and wellness-oriented character of the park, subject to statutory approvals and MDA guidelines.

D. Open Ground Development as a Private Function Destination

- Conceptualization, upgradation, and operation of the open ground as a destination private function venue for a capacity of maximum 100 users.
- Planning for independent functioning of the venue with defined access points, event-day logistics, and crowd and parking management to avoid disruption to regular park users.
- Provision of necessary event-support infrastructure in accordance with approved designs and applicable permissions.

5.2. Objectives & Expected Outcomes

MDA expects the concession framework to achieve the following outcomes:

- Enhanced visitor experience through upgraded infrastructure, improved aesthetics, and professional service delivery.
- Sustainable and efficient operations are supported by consistent maintenance and management standards.
- Increased footfall and repeat visitation driven by improved amenities and curated activations.

- Responsible revenue generation through compatible commercial components, including food and beverage services.
- Development of a high-quality, well-managed destination for private function at the open ground, operating with minimal impact on routine park usage.
- Strengthened positioning of Eco Herbal Park as a landmark destination supporting the growth, livability, and place-making objectives of Naya Moradabad and the Shivalik Scheme.

The Scope of Work covers comprehensive redevelopment, upgradation, operation, maintenance, management, and commercial activation of Eco Herbal Park, Naya Moradabad, including the development and operation of the open ground as a private function venue, based on a Total Asset Management approach.

The selected Concessionaire/Licensee shall be responsible for planning, financing (as applicable), execution, operation, maintenance, safety, and statutory compliance of all Project components during the Concession Period, in accordance with this RFP, applicable laws, and directions of Moradabad Development Authority (MDA).

5.3. Core Responsibilities – Park Operations & Maintenance

The Concessionaire shall, at its own cost and risk, undertake the following responsibilities:

A) Entry, Ticketing & Visitor Management

- Operation and management of entry gates and ticket counters, including ticketing systems and visitor access controls.
- Implementation of entry charges as approved by MDA.
- Crowd management to ensure orderly movement and visitor convenience during regular park operations and events.
- Installation, upkeep, and periodic updating of signage, wayfinding systems, information boards, and park rules.
- The Concessionaire shall issue free passes to the daily walkers. The daily walkers are required to submit their IDs for the issuance of the free pass and are required to produce the same when visiting the park during the dedicated walking hours in the morning.

B) Horticulture, Landscaping & Eco-Herbal Maintenance

- Maintenance and enhancement of the park's eco-herbal identity, including:
 - Annual plantation and seasonal maintenance of winter flowering annuals.
 - Annual plantation and seasonal maintenance of summer flowering annuals.
 - Regular care, pruning, trimming, fertilization, and disease management of perennials, shrubs, and hedges.
- Maintenance and upgradation of all existing trees and green cover to ensure shade, biodiversity, and ecological balance.
- Replacement of dead, diseased, or damaged plants with suitable native or herbal species, in accordance with horticulture plans approved by MDA.

C) Housekeeping, Sanitation & Waste Management

- Daily sweeping, washing, and cleaning of all walkways, pathways, plazas, lawns (where applicable), and common areas.
- Housekeeping and sanitation of toilets and urinals at least twice daily, or more frequently based on footfall.

- Daily collection, segregation, and disposal of solid waste, silt, and debris at authorized disposal sites.
 - Periodic de-silting and cleaning of drains, gully traps, and bell mouths to ensure effective stormwater management.
- D) Civil, Electrical & Infrastructure Maintenance
- Routine, preventive, and corrective maintenance of:
 - Civil structures and park buildings
 - Electrical systems, lighting, fixtures, and panels
 - Street furniture, seating, play equipment, and other amenities
 - Cleaning, repair, renewal, restoration, and aesthetic upkeep of all built and landscape assets, including structures proposed for adaptive reuse as kiosks or cafés.
- E) Safety, Security & Surveillance
- Preparation and implementation of a comprehensive safety and security plan for the park.
 - Installation, operation, and maintenance of CCTV surveillance systems and other appropriate security infrastructure with providing access to designated officials of Moradabad Development Authority.
 - Deployment of trained security personnel during operational hours and during events and for preventing thefts and illegal activities within the park premises.
 - Ensuring the safety of visitors, staff, and performers during regular park use as well as during events, in compliance with applicable laws and safety norms.
- F) Utilities, Parking & Day-to-Day Management
- Payment of electricity and utility charges related to park operations.
 - Payment regarding security and surveillance.
 - Payment regarding solid waste management like upkeeping of staff etc within the park premises.
 - Orderly management and operation of designated parking areas.
 - Collection of parking fees, if permitted, at rates approved by MDA.
 - Traffic and parking management during periods of high footfall or events.
- G) Statutory & Regulatory Compliance
- Obtaining, maintaining, and renewing all necessary statutory approvals, licenses, and permissions required for:
 - Park operations and maintenance
 - Events and commercial activities
 - Food and beverage operations
 - Use of the open ground as an event venue
 - Payment of all applicable taxes, levies, fees, and statutory dues to concerned authorities.
- H) Development & Operation of open Ground as an Event Venue
- Planning, upgradation, and development of the existing football ground as a destination venue for social functions, and private events.
 - Ensuring the football ground functions as a self-contained event zone, with:
 - Independent access and circulation
 - Separate utilities and support facilities
 - Controlled entry and exit

- Conduct and management of events, receptions, corporate events, and private functions in compliance with:
 - Safety norms
 - Noise regulations
 - Parking and traffic requirements
 - Ensuring that event operations cause minimal disruption to everyday park users.
 - Restoration, cleaning, and reinstatement of the venue and surrounding areas after each event.
- I) Indicative Commercial, Cultural & Visitor Activation Activities
- The following activities are indicative and permitted, subject to approval from MDA. The Concessionaire may propose additional activities consistent with the park's eco-herbal, wellness, and public character.
- i. Food & Beverage Services
 - Establishment and operation of food kiosks, stalls, cafés, or pop-up food formats (non-alcoholic only) at designated locations without disturbing the eco-system of the park.
 - Organization of themed food events or food festivals aimed at enhancing visitor experience and dwell time.
 - ii. Events, Cultural Programming & Space Rentals
 - Organization of cultural programs such as classical and folk performances, music concerts, mushairas, poetry readings, theatre performances, film screenings, and similar activities, subject to requisite approvals.
 - Promotion of local culture and traditions, including Ganga-Jamuni cultural expressions of Moradabad and the region.
 - Hosting exhibitions, handicraft fairs, art installations, literature events, and cultural showcases.
 - Rental of designated park spaces for:
 - Corporate events and product launches
 - Community gatherings
 - Pre-wedding photoshoots and small private functions
 - Entry fees for events and access to specific zones may be determined by the Concessionaire, based on market conditions and with due intimation to and approval from MDA.
 - iii. Nature, Wellness & Recreational Activities
 - Conduct of guided nature walks, herbal trail tours, bird-watching sessions, and photography walks.
 - Organization of daily or periodic wellness activities such as yoga, meditation, fitness classes, and wellness programs.
 - Development of paid children's play areas or seasonal amusement activities within approved spaces.
 - Organization of pet-friendly events, subject to cleanliness, safety, and regulatory guidelines.
 - Seasonal festivals or community celebrations aligned with the park's eco-herbal theme.

S. No.	Description	Rate
1	<i>Entry Fee for visiting Park (Except Morning walkers)</i>	As decided by Moradabad Development Authority
i	Morning Walkers 1. Summers: 5:00 AM-7:00 AM 2. Winters: 6:00 AM-8:00 AM	Free for pass holders
ii	Other Visitors above 08 years age	Maximum Rs. 10/- per entry
iii	Up to 4 feet height of Children will be allowed free entry.	Free
2	<i>Entry Fee for attending Cultural Events/Shows/ different sections of the park etc</i>	
i	Visitors above 08 years age	As decided by the Selected Party with prior intimation to Moradabad Development Authority.
ii	Children (Below 08 years)	

5.4. ENTRY FEES

Entry of visitors to the park, excluding morning walkers, shall be permitted upon payment of an entry fee as specified below.

Note:

1. The entry fee can be revised only with prior permission of MDA.
2. The park should be opened/ closed strictly as per time schedule fixed. A display board indicating the time of opening and closing of the park and Entry Fee rates should be fixed at the entry side for awareness of visitors.
3. The selected bidder will be allowed to publicize events through social media, booklets, pamphlets, invitation cards, and other media.

5.5. Contract Duration:

MDA proposes to outsource the operation, maintenance, and event management services of Eco Herbal Park for a total period as per the data sheet from the effective date, as specified in the contract document or Letter of Acceptance. The contract is extendable for an additional period of as mentioned in the data sheet based on mutual consent and satisfactory performance of the Contractor.

5.6. Payment Terms:

Financial Bids are invited for the project on the basis of highest annual license fees per year. The minimum reserve price (upset value) shall be 82.50 Lakhs per annum (exclusive of GST) and bids quoted below this reserve price shall be rejected. The quoted annual license fee shall be increased @ 10% after every year over the previous year's license fee. Bidders are requested to note that payment

of utility bill such as water, electricity, solid waste management charges etc. shall be in the scope of the Licensee and License fee quoted plus GST as applicable shall be payable over and above these charges

The selected party is required to execute a registered agreement (Annexure-F) and, prior to the agreement, shall be required to submit Performance/ Security Deposit in form of F.D.R or bank guarantee from a schedule bank with a validity equal to the contract period + 6 months for an amount equivalent to 6 months fee of the quoted license fee by the highest bidder after adjusting the EMD amount.

The Licensee shall make the license fee payment on a half-yearly basis in advance. The fee for each 6-month period is due on the first day of the first month of the respective period. For example, the license fee for the period from January 1st to June 30th shall be paid in advance on January 1st.

A grace period of 10 days is allowed for the payment, during which no interest will be charged. However, if the Licensee fails to remit the payment within the grace period, an interest penalty of 18% per annum will be applied on a pro rata basis, starting from the original due date, including the grace period itself.

Failure to make the payment within 30 days of the due date may result in the termination of the contract by the Authority.

From the second year onwards, the license fee will automatically increase by 10% and must be paid on time as stipulated above. GST shall be paid extra by the selected bidder at the prevailing rate on the quoted license fee.

5.7. Financial Evaluation

- The Bidder shall be selected under the Highest Cost Basis with procedures described in this RFP. Financial Tender will be evaluated on the basis of the License Fee per year quoted by the Tenderers.
- The License Fee shall be subject to a Minimum Reserve Price. A Minimum Reserve Price of INR 82,50,000.00 per year + GST shall be the upset value of License Fee, which the tenderer shall take into consideration while submitting their Financial Bid. Any financial bid received which is below INR 82,50,000.00 (Eighty Two Lakhs, Fifty Thousand Only) per year shall be rejected.
- The License fee quoted shall be the License fee for Year 1 which shall be subsequently for each consecutive year is subject to an escalation of 10% (ten percent).
- The Qualified Tenderer quoting the highest License Fee shall be declared as the Selected Tenderer.

Note: Kindly note that technical bids with any financial bid information shall be summarily rejected.

6. INVENTORY OF INSTALLATIONS AND EQUIPMENT (TO BE UPDATED IN TERMS OF ECO HERBAL PARK)

MDA would hand over the premises on “as is where is basis.” Following structures/works are proposed to be handed over:

The basic parameters of the park and appurtenances/systems installed therein are as below:

Sr. No	Component	Nos	Approximate Area (sq mt)
1	Office Cum Hall	01	82.32
2	Electric Room	01	111.72
3	Gazebos	02	134.48 Each
4	Food Courts	06	12.60 Each
5	Tube wells	04	-
6	Toilet Blocks (04 Seater)	04	-
9	Modern Children Swings installed	04	-
10	Cast Iron Benches installed at all locations	24	-
11	Open Gym with different types of advanced machinery	09	-
13	Souvenir Shops	03	25.00 Each
14	Open Ground	01	7000 .00
15	RCC Benches Installed at all locations.	21	-
16	16 Meter Height High Mast Flood Light Fixtures inside park	04	-
17	Ticket Hut	01	-
18	Basket Ball Poles	02	-
19	Open Badminton Court	01	-
20	Post of Lamp	150	-

1. All the required manpower and material for taking care of the above appurtenance and maintenance of park in its original condition shall be provided by the selected bidder/ Licensee
2. The inventories listed above are tentative, and variation is likely to be there. No extra charges shall be applicable on account of maintenance of such variations.

7. TERMS AND CONDITIONS

7.1. GENERAL TERMS AND CONDITIONS:

- a) The park shall be handed over to the selected party on 'as is where is' basis as described in the RFP documents.
- b) That the licensee shall not carry out any material addition or alteration in the Licensed premises, to bring any structural change therein with or without any damage thereto. However, the licensee shall be entitled to carry out necessary repairs and or renovations to the existing structures in the licensed premises with prior written approval of MDA, at its own costs and expenditures without having any claim against MDA The license would however be allowed to set up temporary structures at its own cost for operational purposes for license would be required to inform the “Lessor” in writing.
- c) Expenses of electricity and water bill shall be borne by the Licensee
- d) The party shall be solely responsible for the structural safety of all equipment, swings, and other installations within the park.
- e) The park premises may be utilized for activities promoting literature, art, and culture of public importance. Political or religious gatherings are not permitted. Any activity deemed illegal as per law is prohibited.
- f) MDA events:
 - a. MDA shall have precedence for booking events.
 - b. MDA can book an event 15 days prior to the event date
 - c. Ticket pricing shall be based on mutually agreed terms
 - d. Preferential costing for goods and services within the event shall be done for MDA officials as per mutually agreed terms
- g) he advertising rights within the park premises shall vest with the Licensee, whereas MDA shall retain exclusive advertising rights outside the park boundary. The Licensee shall strictly adhere to the colour scheme, design, and specifications of all hoardings and display boards as approved by MDA. Advertising of any kind on the park walls facing the roadside shall be strictly prohibited. However, any relaxation or modification of the aforesaid conditions may be permitted only with the prior approval of the Vice-Chairman, Moradabad Development Authority.
- h) Employees of MDA shall be granted free entry to the park upon presentation of their valid official identity cards to the staff deployed at the park by the selected bidder.
- i) The party shall make the park and its facilities available on a priority basis for any government programs of public interest at discounted rates.

- j) The party shall prevent any illegal or immoral activities within the park premises. Any disputes or legal liabilities arising from such activities shall be the sole responsibility of the party, with no accountability to MDA. Further, list of activities that are strictly prohibited is as follows:
- a. Any permanent construction within premises of the park
 - b. Any form of lodging arrangements in the park
 - c. Smoking, Drinking, or consuming any other intoxicating substances
 - d. Littering: Disposing waste including food wrappers and plastics
 - e. Vandalism: Damaging Park property including signages and benches and infra.
 - f. Using the park beyond allowed hours without prior permission
 - g. Vehicle use: Driving vehicles in non-designated areas and pathways
 - h. Organizing protests or other political gatherings
- k) The party shall not enter into a sub-lease agreement with a third party for the entire park. However, parts of services may be outsourced to specialized third parties. The party needs to ensure that any sub-license agreement with a third party is within the initial Eight Year contract period, and further, in case of extension, for another two years only. Under no circumstances shall any third-party agreement timeline exceed the License contract timeline and any claims as a result of violation of this condition shall not be entertained.
- l) The party shall be solely responsible for all rights and liabilities in arrangements with third parties. Neither the party nor the third parties shall have any claims against MDA for non-performance of such arrangements. MDA reserves the right to hold the party accountable for non-performance.
- m) The party is responsible for obtaining all necessary approvals and licenses. MDA would however issue "NOC" for getting such licenses wherever required.
- n) Local Liaison: The Licensee will liaise with hotels, locations, and stakeholders to ensure the smooth setup and running of each event.
- o) Safety and Security: The procurement of requisite NOCs from District Administration, Fire Station, Police department and all other concerned departments/ stakeholders will be the sole responsibility of the Licensee. The Licensee shall ensure that fire truck and ambulance (numbers/ capacity) as per norms are available during the conduct of events
- p) Collaboration with MDA: The Licensee will work closely with MDA representatives to ensure the seamless flow of each MDA event and address all special requirements.
- q) Media Submission: Event photographs, videos, and other media materials must be submitted within designated dates after each event.
- r) Event Closure: Timely closure of each event, including the submission of a closure report, which must include the date, time-duration, footfall, event theme, and expense report.
- s) Logistics and Hotel Coordination: The Licensee will coordinate branding requirements at Railway station and hotels for event guests' arrivals for any events attracting outstation guests.
- t) Additional Responsibilities: The Licensee is responsible for any other event management and marketing-related tasks that MDA may assign.

- u) Any expenditure or arrangements with third parties, including financial institutions, will not entitle the party to claims against MDA after the lease/license period.
- v) If MDA finds the services unsatisfactory, it reserves the right to terminate the agreement without any liability or compensation to the selected party.
- w) The selected party shall provide identity cards to all personnel engaged in facility management services, who must wear uniforms and always possess valid photo ID cards.
- x) It shall be the responsibility of Licensee to ensure that the character antecedent of such personnel deployed by it for work have been duly verified by the police authorities and shall produce such police verification on demand.
- y) That the persons employed by the Licensee shall at all times and for all purposes shall be the employees of the Licensee who shall alone be liable and responsible for payment of all kinds of wages, salaries, remuneration and other benefits etc. to them without claim or reimbursement from MDA.
- z) MDA is not responsible for any accidents involving the party's personnel. The party must insure its personnel under a suitable scheme at its own cost.
- aa) The party must comply with all labor laws. Non-compliance may result in termination of the agreement without prior notice or compensation.
- bb) Wages must be paid by the 7th day of each month. Ignorance of the law is no excuse for non-compliance.
- cc) Third-party insurance for the agreement period is mandatory.
- dd) The Licensee shall strictly comply with all applicable local waste management regulations, environmental norms, and guidelines, including the Solid Waste Management Rules, 2016 and 2026, as applicable, and any amendments thereto. The Licensee shall also adhere to all relevant directions, notifications, and guidelines issued by the Government of India and the Government of Uttar Pradesh, as well as all applicable orders and judgments of the National Green Tribunal (NGT) and the Hon'ble Supreme Court of India concerning waste management and environmental protection.
- ee) Notwithstanding anything to the contrary, contained in the RFP document. Expressed or implied, the Licensee shall remain at all times exclusively responsible to provide all materials, manpower and equipment that are needed to ensure that the contractual obligations are fulfilled by the licensee to the satisfaction of MDA.
- ff) The Moradabad Development Authority shall not be held responsible or liable for any accident, mishap, injury, loss, or damage occurring within the allotted premises. The selected bidder/licensee shall be solely responsible for such incidents and shall indemnify and hold harmless the Moradabad Development Authority against any claims, liabilities, losses, damages, or expenses arising therefrom, in accordance with applicable laws.
- gg) The selected bidder/licensee shall be solely responsible for the payment of wages, salaries, and all other statutory dues payable to the staff deployed at the allotted premises, including any personnel engaged through subcontractors or sub-licensees. The Moradabad Development

Authority shall have no liability or responsibility whatsoever in respect of any non-payment, delay in payment, or dispute relating to such wages, salaries, or statutory dues.

- hh) The selected bidder/licensee shall deploy adequate manpower to ensure the smooth operation of the premises and effective execution of the scope of work specified in this document. The bidder/licensee shall be solely responsible for making suitable alternative arrangements, including the deployment of additional manpower, in the event of absence or unavailability of any regular staff, to ensure uninterrupted operations and services.
- ii) The Vice-Chairman, Moradabad Development Authority, reserves the right to terminate or cancel the license at any time during its tenure in the event of repeated violations or non-compliance by the selected bidder/licensee, including, but not limited to, failure to maintain the park properly, non-payment or delayed payment of the license fee within the prescribed timeframe, or failure to comply with any of the terms, conditions, and obligations stipulated in the scope of work and this document. The decision of the Vice-Chairman, Moradabad Development Authority, in this regard shall be final and binding on all concerned parties.
- jj) The ownership of the park shall remain vested in the Moradabad Development Authority at all times. Upon expiry or termination of the license period, the selected bidder/licensee shall hand over the park, along with all assets and facilities provided therein or developed during the license period, in good and serviceable condition, subject to normal wear and tear. The selected bidder/licensee shall not mortgage, pledge, encumber, or create any third-party interest in the park land or any part thereof in favor of any financial institution, organization, or other entity for raising funds or for any other purpose.
- kk) Good Faith and Indemnity
- The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
 - To the fullest extent permitted by Applicable Law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.
 - The Lessee shall be wholly and solely responsible for the quality of the operations and maintenance of facilities and services.
 - The Bidder shall ensure the appropriate safety of all the visitors visiting the facility. The Bidder is also expected to take necessary insurance for any kind of loss, which may occur during the execution of the Lease Deed for the entire duration. The Bidder shall hold the Authority harmless of all acts and accidents and indemnifies the Authority of any claims by any third parties.
 - No permanent structure must be constructed at the site. The Lessee shall execute an indemnity bond, indemnifying the Authority against all disputes arising out of:

a) The non-completion of work (if any)

b) The quality and validity of operations and maintenance.

ll) Liability to pay taxes

- The Allottee/Lessee will be liable to pay all rates/ tax, Goods and Services Tax (GST), charges, user fee and assessment of every description imposed by any Authority empowered in this behalf on the rate quoted by the Bidder, in respect of the project.

mm) Cancellation:

In addition to the other specific clauses relating to cancellation the Authority/Lessor as the case may be shall be free to exercise its rights of cancellation of Lease/Allotment in the case of:

- i. Allotment being obtained through misrepresentations/ suppression of material facts.
- ii. Any violation of directions issued, or rules and regulations framed by the Pollution Control Board, Food Safety and Standards Authority of India (FSSAI) or by any other statutory body.
- iii. Default on the part of the Bidder Allottee/Lessee for breach/violation of terms and conditions of registration Allotment/Lease and / or non-deposit of Allotment money/Acceptance money/ Instalment money.

- In the event of cancellation, under sub-clause (i) above, the entire deposits till the date of cancellation shall be forfeited and possession of the site will be resumed by the Authority / Lessor with structure thereon, if any, and the Allottee/Lessee will have no right to claim compensation thereof.

In the event of cancellation, under sub-clause (ii) & (iii) above and clause 3.5, the 100% of the Lease Rent and performance security shall be forfeited

nn) Amendment of RFP

- At any time prior to the Bid Due Date, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Corporation may, at its own discretion, extend the Bid Due Date.

oo) Rejection of Bids

- Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any bid and to annul the Bidding Process and reject all Bids at any time during the Bidding Process without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.
- 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. In case of providing conditional bids or
 - c. The Bidder does not provide, within the time specified by the Corporation, the supplemental information or clarification sought by the Authority for evaluation of the

Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

The Authority reserves the right to ask or 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

- Obligations of the Bidder

Standard of Performance

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

- Responsibility of the Bidder

The Bidder shall be fully responsible for executing the activities as provided in the Scope of work on this RFP.

Documents prepared by the Bidder to be the property of the Client

a. All deliverables in the form of data, software, designs, MIS reports, utilities, tools, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof.

b. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of the Contract, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under the Contract, or (e) must be disclosed under Applicable Law, legal process or professional regulations.

- Accounting

The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

- Obligations of the Client

Assistance and Exemptions - The Client shall use its best efforts to ensure that such assistance and exemptions as specified in the Contract shall be provided to the Bidder

7.2. FORCE MAJEURE:

Delay in performance or non-performance of any obligation herein shall be excused to the extent such failure or non-performance is caused by force majeure. For the purposes of this bid and the subsequent agreement, "force majeure" shall mean any cause or event preventing the performance of an obligation under this bid or agreement, which is beyond the reasonable control of either party and which, through the exercise of due diligence, could not have been avoided or overcome. This includes, but is not limited to, fire, flood, sabotage, embargo, explosion, terrorist attacks, labor troubles, accidents, riots, acts of governmental authority (including those based on existing laws and regulations as well as those enacted in the future), and acts of God.

7.3. SETTLEMENT OF DISPUTES/ JURISDICTION

In the event a dispute, difference or claim arises out of or in connection with the validity, interpretation and implementation of this Agreement, the Parties shall attempt in the first instance to resolve such dispute by mutual consultations that shall be reduced to writing. In the event that such consultations do not resolve the matter within 30 calendar days, then all disputes differences or claims arising out of or in connection with this Agreement including, without limitation, any question regarding its existence, validity, construction, performance, termination or alleged violation shall be resolved by constitution of a committee under the chairmanship of Vice Chairman, Moradabad Development Authority. The parties hereby agree that the Vice Chairman, MDA shall have the right to appoint a committee, who shall be appointed upon receipt of any notice being served upon MDA by Licensee. Proceedings in this regard will be held at Moradabad only.

During the pendency of the proceedings and currency of contract, the Contractor shall not be entitled to suspend the work/service to which the dispute relates on account of arbitration.

The Courts at Moradabad shall have the exclusive jurisdiction to try all disputes, if any, arising out of this Agreement between the Parties.

Any matter not covered or has not been foreseen in reference to the RFP; the decision of the Authority shall be binding on the licensee.

7.4. TERMINATION

Either Party may terminate the Contract with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

- By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give not less than thirty (30) days' written notice of termination to the bidder, and sixty (60) days in the case of the event referred to in (e).

a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.

b) If the Bidder becomes insolvent or bankrupt

c) If the Bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

d) If, as the result of Force Majeure, the Bidder are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

f) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings.

g) If the bidder defaults payment of annual lease rent for two consecutive installments.

- By the Bidder

The Bidder may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause

a) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

b) If the Client fails to comply with any final decision reached as a result of arbitration pursuant.

- Payment upon Termination

Upon termination of this Contract pursuant to Clauses, the bidder / Agency shall pay to the MDA any unpaid or accrued dues.

8. BIDDER'S ELIGIBILITY CONDITIONS & EVALUATION CRITERIA

8.1. Eligibility Criteria:

The Bidder should meet the pre-qualification criteria to be eligible to participate and for the evaluation of technical bid:

- 1) Interested parties should have experience of at least 2 same or similar project in event /facility management services in the fields of real estate/ land development/ hospitality/ advertising/Amusement Parks/Banquet halls/Hat/Commercial Spaces/Exhibition Centers for more than 5 years in any Private/public or Government body from the bid due date. Copies of relevant work orders and Experience Certificates issued by the client shall be submitted along with the technical bid. The experience certificates issued shall include the project name, tenure and value of the project indicating complete scope.
- 2) The Bidder should be a Company/ Partnership Firm/ LLP/NGO/trust or proprietorship firm. (Submit scanned copy of Registration/ Certificate of Incorporation or relevant document)
- 3) The Bidder should have an average annual financial turnover of minimum INR 2 Crore (Rs. Two Crore only) in any three consecutive financial years out of last 4 financial years (Audited balance sheet of 3 consecutive financial years and Turnover certificate from a Chartered Accountant shall have to be submitted in technical bid).
- 4) Proof of liquid assets not less than Rs. One Crore duly certified by a Bank and not older than 06 months should be submitted with the bid.
- 5) The bidder should have valid GST, PAN, and Labor registration on the bid submission date. (Submit scanned Copy of Certificates)
- 6) The Bidder should not be blacklisted by any State Central/UT Government Department /Organization / Institution or any State government agency or Central government agency / PSU of Central / State Government. (Submit Blacklisting Undertaking in Annexure-E)
- 7) Authorization letter of the firm/Parties in favor of the person who has signed the bid document with telephone no. and complete postal address. (Annexure-B)
- 8) Character Certificate of the Director/ authorized signatory issued by the District Magistrate.
- 9) Solvency Certificate of the participating entity issued by the District Magistrate or by a bank will be considered.
- 10) The applicant should sign each page of the bid document and upload them on prescribed portal.
- 11) E-Bid Document /Processing Fee and EMD:
 - a) Tender/Bid Processing fee of Rs. 5900/- (Exclusive of GST) and EMD of Rs. 1,65,000/- (Rupees One Lakhs, Sixty Five Thousand only) must be deposited through NEFT/RTGS only in "MDA E- Tendering A/C," No.019001006737, IFSC Code: ICIC0000190, ICICI Bank, Chadha Complex, Moradabad.
 - b) Scanned copy of RTGS/NEFT receipt of EMD with transaction Id (UTR No.) Certified by the same bank and receipt of the tender fees must be enclosed along with the technical Bid.

- c) Bids without Tender/Bid processing fees or EMD shall be outrightly rejected and shall not be considered for technical evaluation.
- d) The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract without any interest. The EMD of the successful bidder will be released only after furnishing of the required Performance Security, advance license fees and signing of the contract.

9.2. Bid Evaluation Criteria:

The selection of the successful bidder will be based on Eligibility criteria & highest bid value quoted in the Financial Bid. Even though any Party may satisfy the above eligibility criteria requirements, Party would be liable to disqualify if: -

- i. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria documents.
- ii. Records of poor performance such as not properly completing the contract or financial failure/ weakness etc.
- iii. Been blacklisted/debarred in any Government/Semi-Govt organization/ Govt. Autonomous Body, etc.

Note: - Bidders have to submit an undertaking to this effect along with the technical bid in prescribed format. (Annexure-A & E)

The annual license fee shall be the criteria for evaluation of bids. The project will be awarded to the bidder quoting the highest license fee subject to fulfilment of other conditions of RFP. The annual license fee shall be increased @ 10% after every year over the previous year's licence fee. Generally, the bidder whose financial bid has the highest annual license fee shall be considered as most preferred bidder.

MDA reserves all the rights related to the opening, evaluation and cancellation of Bids and can accept or reject the financial bids without assigning any reason and decision of the Vice-Chairman, MDA shall be final in this regard.

9.3. Contract Agreement

The Successful Bidder shall execute the required Agreement (Format of Agreement is given in **Annexure-F**) within the notified time period from the date of Letter of Acceptance issued by MDA. The Successful Bidder, prior to the agreement, shall be required to submit Performance/ Security Deposit equivalent to 50% of the annual offer value in advance. The Stamp duty & registration fee shall have to be borne by selected bidder only. The Security deposit can be submitted in the form of Bank Guarantee/ FDR with a validity encompassing the Contract period plus 6 months.

10. GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

- 1. The intending bidders are advised to study the document carefully and acquaint themselves with the conditions on site before participating.
- 2. The applicant should sign each page of the tender.
- 3. Submission of e-Bid

- i. The Bid Submission module of e-Procurement website <https://etender.up.nic.in> enables the bidders to submit the e-Bid online in response to this e-bid published by the Department. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-bid schedule. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e- Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-bid schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall be themselves responsible.
- ii. The bidders have to follow the following instructions for submission of their Bid:
- iii. For participating in e-Bid through the e-bidding system, it is necessary for the bidders, to be registered user of the e-Procurement website <https://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves, if they have not done previously.
- iv. The bidder must register with his/her Digital Signature Certificate (DSC) in the e-bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-bidding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered.
- v. For successful registration of DSC on e-Procurement website <https://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 <https://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise above even before e-Bid submission date starts. The Department shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but cannot submit due to DSC registration problem.
- vi. The bidder can search for active bids through "Search Active bids" link, select a bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the e-Bid Submission menu. After selecting and viewing the bid, for which the bidder intends to e-Bid, from "My Bids" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view bid details form. Before this, the bidder should download the e-bid document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e- bid document in the PDF format and the Price Schedule also should be in the PDF format on their letter head with authorized signatory with Seal.
- vii. The bidder should read the Terms & Conditions carefully before proceeding to fill in the cost of bid document/ e-Bid processing fee and EMD payment details. After entering and saving the cost of bid document/ e-Bid processing fee and EMD details, the bidder should click "Encrypt & Upload" option given in the payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical

(Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial offer in packets given in the bid details. The details available in the scanned copy of bid form cost and of EMD shall be verified by the department and in case of any discrepancy the e-bid shall be rejected.

- viii. Next the bidder should upload the technical e-Bid documents for Fee details (Cost of bid document/ e-Bid processing fee and EMD) and Qualification details. Before uploading, the bidder must select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate 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.
- ix. The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid 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 documents are protected, stored and opened by concerned bid openers only.
- x. After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- xi. Department reserves the right to cancel any or all e-Bids without assigning any reason.

4. The Bid Document:

Cost of Bid Document/ e-Bid Processing Fee

- 1. The bidder shall bear all costs associated with the preparation and submission of its e-Bid. Moradabad Development Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e- Bid process.
- 2. This bid document is available on the web site <https://etender.up.nic.in> 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-bid notice. The bid will be accepted without the cost of bid document/e-bid processing fee.

5. Amendment of E-Bid Document:

- a. At any time prior to the deadline for submission of e-Bid, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by amendments. Such amendments shall be uploaded on the e-Procurement website <https://etender.up.nic.in> through corrigendum/Addenda and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.
- b. It shall be the sole responsibility of the prospective bidders to check the website <https://etender.up.nic.in> from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, the Authority shall not be responsible for it.
- c. In order to allow prospective e-Bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Authority, at its discretion, may extend the deadline for

the submission of RFP such extensions shall be uploaded on the e-Procurement website <https://etender.up.nic.in>

6. Documents Constituting the e-Bid:

The e-Bid prepared by the bidder shall comprise the following components:

- a) Technical Bid (Eligibility Criteria) – It will consist of the details as per the RFP Document.
- b) Financial Bid - Financial e-Bid will comprise of total license fees to be paid to MDA (Highest Rate) on annual basis. Financial bids of only those bidders who qualify on the basis of Technical Bid evaluation shall be opened.

7. Period of Validity of e-Bid:

- a. E-Bid shall remain valid for 180 days from the last date of its submission prescribed by the Department. An e-Bid valid for a shorter period shall be rejected by the Department as non-responsive.
- b. In exceptional circumstances, the MDA may solicit the bidder's consent to an extension of the period of e-Bid validity. The request and the response there to shall be made in writing. A bidder may refuse the request without forfeiting its e-Bid security. A bidder request will not be required nor permitted to modify its e-Bid after opening of technical bid.

8. Deadline for Submission of e-Bid:

- a. E-Bid (Technical and financial) must be submitted by the bidders at e-Procurement website <https://etender.up.nic.in> before on or before {DD-MM-YYYY} Time 05.00 PM on the prescribed date (as the server time displayed in the e-Procurement website).
- b. The Department may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the MDA and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

9. Late e-Bid:

The server time indicated in the Bid Management window on the e-Procurement website <https://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-bid. Once the e-Bid submission date and time is over, the bidder cannot submit his/her e-Bid. 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 is not submitted within the scheduled date & time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

10. Withdrawal and Resubmission of e-Bid:

- 1) At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, 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 <https://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 e-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.

- 2) No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval shall result in the bidder's forfeiture of his/her e-Bid security.
- 3) The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid 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 <https://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 e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e- Bid documents.
- 4) The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

11. Language and Currency:

The proposal and all related correspondence and documents shall be written in English/Hindi language only. The currency for the purpose of the proposal shall be the Indian Rupee (INR) only.

12.Summary for Pre-Qualification/ Eligibility criteria documents to be submitted by the Bidder.

S.No	Description	Details.
(1)	(2)	(3)
1	Tender Fees, Processing fee and Earnest Money deposit (EMD)	As mentioned in RFP Document.
2	Dully filled pre-qualification documents appended with signed Bid documents.	Signed copies as provided in technical Bid Documents.
3	Liquid Assets certificate issued by Bank, not older than 6 months from the bid due date	Liquid Assets Certificate (on Annexure-D)
4	Financial capabilities Certificate	Balance Sheet of last 03-year (F.Y. 2022-23, 2023-24 & 2024-25) Turnover & Net worth Certificate (Certified by a C.A) for the last 03 Financial Years is also to be annexed.
5	Attested copy of Partnership Deed/Sole Proprietorship declaration/Private Limited Company Registration Certificate	Copy of Registration/ Certificate of Incorporation
6	Covering Letter for RFP	Annexure- A
7	Authority letter of person authorized to sign the bid documents	To be Attach (as applicable) Annexure-B
8	Bidder's General Information	Annexure- C
9	PAN, GST, Labour Registration	Attach scanned copy of Registration Certificate.
10	Character certificate of one of partners/ director/ authorized representative issued by the District Magistrate.	To be Attached (as applicable)
11	Solvency certificate issued by the District Magistrate/ Solvency certificate issued by a bank	To be Attached (Annexure- G)
12	Format of Declaration by the bidder for not being blacklisted/Debarred.	To be Attached as Annexure-E

13	Document required for past performance – Work orders and Completion certificates from client clearly indicating the scope of work, cost of work, actual date of starting and completion of such work within the last 7 years from the bid due date.	To be Attached (as applicable)
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Financial Bid

Interested Parties shall have to submit their financial bid in financial pocket of E-bid. Financial Bids are invited for the project on the basis of highest annual license fees. The annual license fee shall constitute the criteria for evaluation of bids. The project will be awarded to the bidder quoting the highest annual license fee subject to fulfilment of other conditions of RFP.

Annexure- A

REQUEST FOR PROPOSAL FOR OPERATION, MAINTENANCE & EVENT MANAGEMENT SERVICES OF
ECO HERBAL PARK, Moradabad.

COVER LETTER

To,

The Vice-Chairman,
Moradabad Development Authority,
Moradabad (U.P.)

Sub: Technical Proposal for Selection of an Agency for Operation, maintenance & event
management services of eco herbal park Naya Moradabad, Moradabad.

Dear Sir,

We have examined in detail and have understood the terms and conditions stipulated for eligibility of the applicant in the RFP document issued by Moradabad Development Authority, Moradabad. We agree and undertake to abide by all those terms and conditions of the bid/agreement. We hereby submit all the necessary information and relevant document for participating in the RFP process for the above project. I/we the undersigned do hereby certify that all the statements made in the required attachments are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal.

We acknowledge that we have not (during the last three years) failed to perform any agreement, by imposition of penalty, by an arbitral or judicial authority, not have been expelled from any project or agreement nor have had any agreement termination for period of contract.

We also understood that Moradabad Development Authority reserves the right to cancel or accept this RFP without assigning any reason thereof.

Authorized Signatory with Date and Seal:

Name and Designation: _____

Annexure- B

Authorization Letter

Know by all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr./Ms. (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the RFP of ECO HERBAL PARK including signing and submission of all documents and providing information/responses to the MDA, representing us in all matters before MDA, and generally dealing with the MDA in all matters in connection with our Proposal for the said Work.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For.....

Name:

Designation:

Date:

Seal:

Time:

Business Address:

Accepted,

(Signature) (Name, Title and Address of the Attorney)

NOTE:

5. 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.
6. The Power of Attorney shall be provided on Rs.100/- stamp paper.
7. The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder, in case of Private limited company, authorizing the person who is issuing this power of attorney on behalf of the Bidder.

Annexure- C

(To be submitted with technical bid)

BIDDER'S GENERAL INFORMATION

Tender Notice/Job No

Name of Work.....

.....

1. Name of Company/ Firm/ Contractor.....

2. Registered Address.....

.....

3. Bank Name.....

4. Branch Name.....

5. A/C Number.....

6. IFSC Code.....

7. PAN No.....

8. GST No.....

9. Phone No.....

10. Mobile No.....

11. Email-Id.....

The above provided information in true to the best of my knowledge.

Date.....

Signature

Stamp/Seal

Annexure- D

Certificate of Liquid Assets

This is to certify that dealing & conduct of M/S..... who have been dealing with us for last.....years are satisfactory. On the basis of information available with us, we assess his/their Liquid Assets not less than Rs.....Lakh.

SIGNATURE OF BANK MANAGER

Date:

Seal of the Bank

Note: Above certificate should be issued on the letter head of the bank.

Annexure- E

Declaration for not being Debarred/ Black-Listed

(To be submitted on the 100 Rs Non-Judicial Stamp Paper of the Bidder)

RFP Reference No:

Date:

To

Vice Chairman

Moradabad Development Authority.

Moradabad.

Subject: Declaration for not being debarred/ black-listed by Central / any State Government department in India as on the date of submission of the bid.

Dear Sir,

I, authorized representative of..... hereby solemnly confirm that the Company..... is not debarred black-listed by any Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the Proposal. In the event of any deviation from the factual information/ declaration, MDA reserves the right to reject the Proposal or terminate the agreement without any compensation to the Company.

Thanking you,

Yours faithfully

Signature of Authorized Signatory
(with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

Annexure- F

SPECIMEN OF LICENSE AGREEMENT PROPOSED TO BE SIGNED WITH THE SUCCESSFUL BIDDER
AFTER COMPLETION OF THE RFP PROCESS

The present Lease/ License Agreement is being executed on this ____ day of _____, 2024 in Moradabad by and between: -

Moradabad Development Authority, Moradabad (MDA), a statutory body constituted under U.P. Housing and Urban Planning Act, 1973 being represented through _____ authorized signatory of MDA, hereinafter referred to as “Lessor,” “First Party”

AND

_____ a Prop Firm/Partnership/Company having its registered office at _____ being represented through _____ S/o _____ who has been duly authorized by the Prop Firm/Partnership/Company vide board resolution dated _____ to sign the present agreement. The Prop Firm/Partnership/Company is hereinafter referred to as “Licensee” “Second Party”

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

WHEREAS

1. Lessor has represented that it is the owner and in possession of the entire Park (Eco Herbal Park) developed on a land area measuring around 10 Acres at Kanth Road, Moradabad and that Lessor had decided to run the said Park by appointing a Licensee.
2. The “Lessor” with a view to select the said Licensee for running the Park had invited proposals for the selection of a Operator through the competitive route for the operation of the Project from bidders, by issuing the Request for Proposal (“RFP”) document dated _____ 2024 containing inter-alia the minimum qualification for a bidder and the technical and commercial parameters of the Project and the terms and conditions for the implementation of the Project.
3. Lessor on evaluation of the submitted proposals, accepted the proposal of the company/ society/ partnership firm/Prop. firm and issued Award Letter dated _____ to the company/ society/ partnership firm/Prop. firm specifying inter-alia the obligation of the Parties

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

Annexure- G

Solvency Certificate

This is to certify that the dealings and conduct of M/s. [Company Name], who have been maintaining business relations with us for the past [Number] years, have been satisfactory. Based on the information available with us, we assess their solvency to be no less than Rs. [Amount in Lakhs].

SIGNATURE OF BANK MANAGER

Date:

Seal of the Bank

Note: Above certificate should be issued on the letter head of the bank. Alternatively, the Bidder may opt to submit a Solvency Certificate issued by DM Office