

Request For Proposal for



OPERATION, MAINTENANCE & EVENT MANAGEMENT SERVICES OF Dr Bhimrao Ambedkar Nature Park, Ashiyana Yojana, Kanth Road, MORADABAD



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NOTICE INVITING TENDER
REQUEST FOR PROPOSAL FOR OPERATION, MAINTENANCE AND EVENT
MANAGEMENT SERVICES
OF
DR. BHIMRAO AMBEDKAR NATURE PARK

NIT No.———/MDA/Property/2026

Dated 23.06.2026

The Moradabad Development Authority (MDA) invites online proposals for the operation, maintenance, and event management of Dr. Bhimrao Ambedkar Nature Park. This park, located at Ashiyana Yojana, Kanth Road, near Vikas Bhawan, Moradabad, is to be managed for an initial period of five (05) years, extendable by two (02) years based on satisfactory performance and mutual consent, on 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 the 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, damages, 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

Sl. No.	Event	Information
1	RFP NIT No.	--/MDA/Property/2026 Dated 23.06.2026
2	RFP Inviting Authority	Secretary, Moradabad Development Authority, Moradabad
3	Name of Assignment	RFP for Operation, Maintenance and Event Management Services in Dr. BHIMRAO AMBEDKAR NATURE PARK
4	Scope of Work	As detailed in RFP Document
5	Mode of Selection	Highest License Fee basis
6	Tender/Bid Processing fee & EMD	A tender/Bid processing fee of Rs. 11,800.00 (Including GST) and an EMD of Rs. 2,00,000/- (Rupees. Two Lacs only) must be deposited through the website https://mdambd.procure247.com .
7	Performance/ Security Deposit	The successful bidder shall have to submit Performance/ Security Deposit equivalent to six (06) months of the quoted Annual License Fee.
8	Period of Contract	Five (05) years (Extendable for a period of another two (02) years based on satisfactory performance and mutual consent)
9	Document Downloading Start Date	24.06.2026
10	Last date and time for Proposal submission on e-bid portal	04.06.2026 05:00 PM
11	Date of Opening of Technical bid	06.06.2026 12.00 Noon
12	Date of Opening of Financial bid	To be informed later to the bidders whose bid is technically qualified.
13	Clarification submission mode	1. E-mail- mdamoradabad2019@gmail.com 2. Hard copy at MDA office.

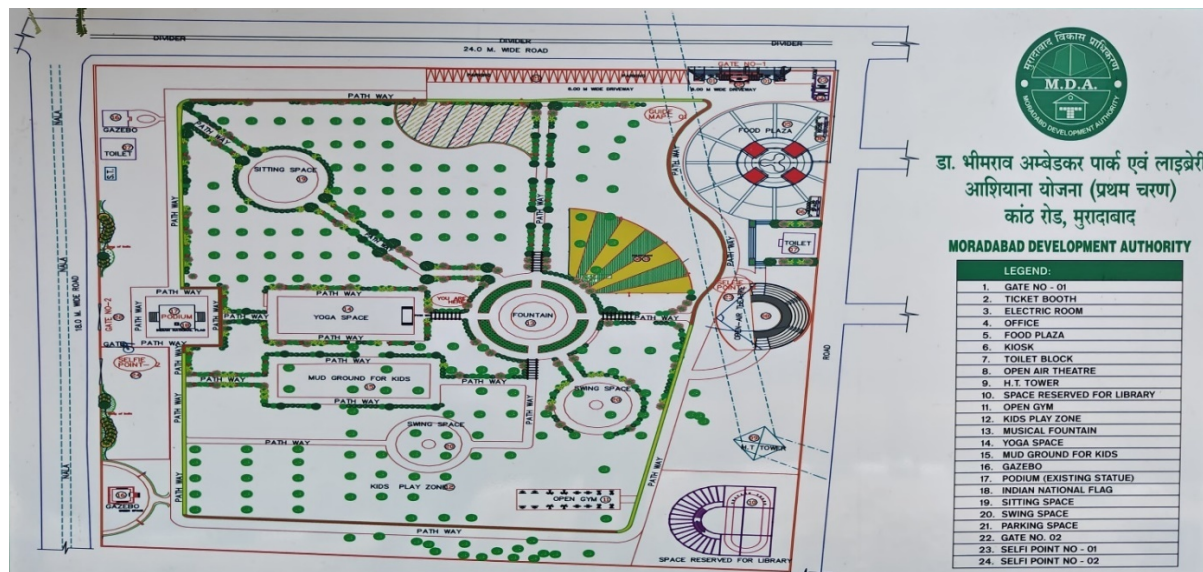
3. Definitions and Interpretation

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. **“Agreement”**: Denotes the contract to be signed between MDA and the Selected Bidder for providing services as outlined in this RFP.
- ii. **“Annual License Fee”**: means the amount quoted by the Selected Bidder for the first year, subject to 10% year on year escalation.
- iii. **“Bidder”**: Any individual, NGO, firm, company, society, or charitable trust that submits a bid for Operation, Maintenance, and Event Management Services for Dr. Bhimrao Ambedkar Nature Park under this RFP document.
- iv. **“Effective Date”**: means the date on which possession to the Project Facility is handed over to the Licensee after execution of the Agreement.
- v. **“Licensee”** means the selected bidder.
- vi. **“Licensor”** means MDA
- vii. **“MDA”**: stands for Moradabad Development Authority.
- viii. **“Park”**: refers to Dr. Bhimrao Ambedkar Nature Park.
- ix. **“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.
- x. **“Services”**: Refers to the Operation, Maintenance, and Event Management Services for the Park.
- xi. **“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.
- xii. **“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.

4. Introduction and Background

The Moradabad Development Authority (MDA) has developed the Dr. Bhimrao Ambedkar Nature Park, located in Ashiyana Yojana Sector-1, Kanth Road, Moradabad. This park is situated in an upscale area of Moradabad city, surrounded by neighborhoods such as Ashiyana, Ramganga Vihar Yojana, Naveen Nagar, Deendayal Nagar, and Civil Lines. There are no other parks of similar capacity within a 5 to 10 km radius. Spanning approximately 10 acres, the park features a substantial area covered with green mango trees and various flowers. In previous seasons, MDA had generated a revenue of about 6-8 lakh INR annually from auction of mangoes alone.



Layout of the Park

The park has two entry gates, with the main entrance featuring a ticket window and a guard room. Ample parking is available to the right of the main entrance. Pathways, including a running track, extend in various directions from the entrance, passing through clusters of mango trees, providing a natural environment rich in oxygen and greenery. To the left of the entrance, a food kiosk area is designated for six compact kiosks. The central lounge area, equipped with four all-weather tensile automatic roofing structures, offers a comfortable spot for visitors to enjoy delicious food and snacks.



Shaded walkways and soft running track under large Mango trees



Approach road to the Park



Central lounge area, with four all-weather tensile automatic roofing structures

An open-air theatre with a capacity of over 250 seats has been constructed for cultural activities and documentary screenings. A world-class musical fountain, installed to enhance the park's ambiance, features music and colorful water displays that will attract visitors, especially after sunset. The park includes an open-air gym equipped with advanced exercise equipment, a modern swing zone for kids, and a mud play area for children. A yoga platform is also available, along with expansive lawns for relaxation and activities.



Open Air Theatre



Musical Fountain



Open space for Yoga



Open Air Gym

Two gazebos are strategically placed in different areas for visitors to relax and enjoy time with family and friends. Sitting benches are distributed throughout the park. Ample space for a nursery is available, providing an additional revenue stream. A suitable space is earmarked to construct wooden structure called “Machaan” to offer a place for relaxation. Good lighting arrangements include bollard and post-top lanterns. Attractive selfie points are set up throughout the park, encouraging visitors to capture memorable moments.



Resting Benches and shaded play areas



Guiding lights and Metal Dustbins along pathways

A separate zone within the park is designated for a modern library building. However, MDA does not intend to construct it in the near future and the licensee may use the space to develop temporary sports facilities within the area which may be used for an additional revenue stream such as entry fees and membership fees.

Dr. Bhimrao Ambedkar Nature Park is unique and has comprehensive facility designed to provide recreational opportunities to the residents of Moradabad. MDA is seeking a suitable party to manage the operation, maintenance, and event management services to enhance the park's appeal and generate revenue.





Toilets

5. Scope of work

The Moradabad Development Authority (MDA) intends to engage a professional agency through this Request for Proposals (RFP) process for the operation, maintenance, and event management services of Dr. Bhimrao Ambedkar Nature Park. The initial contract shall be for five (05) years, with the possibility of extending for an additional two (02) years based on satisfactory performance and mutual consent.

Given the park's valuable open space and unique natural beauty, located in the upscale area of Moradabad City, the MDA aims to develop it as a green resource for the citizens encouraging them to visit for morning/ evening walks, engaging in physical exercise by utilizing its open-air gym and using open spaces for Yoga.

Furthermore, it is to be developed as a significant cultural node in the city showcasing Moradabad's cultural heritage, cuisine, and handicrafts. The park is envisioned to serve as a platform for cultural gatherings, academic discourses, culinary exhibitions, and a variety of entertainment options for children and adults. It aims to attract visitors from Moradabad and nearby districts, promoting local art and knowledge.

5.1. Day-to-day responsibilities of the Licensee:

The **Licensee** shall be fully responsible for the operation, maintenance, safety, upkeep, visitor management, and approved event management of the Park in accordance with the standards, KPIs and directions issued by MDA from time to time, ensuring it remains a state-of-the-art facility for entertainment and cultural activities. Key responsibilities include:

a) Ticket Counter

- The Licensee shall operate ticket counters at entry gates, strictly through approved ticketing systems. Manual ticketing without digital record shall not be permitted unless specifically approved.

b) Housekeeping and Maintenance

- Daily sweeping and washing of walkways, pathways, and common areas.
- De-silting drains, gully gratings, and bell mouths as and when required to ensure smooth drainage.
- Cleaning and maintaining all appurtenances and systems installed.
- Cleaning of toilets and urinals minimum 04 times in the day and maintained in usable condition at all times.
- Garbage shall be cleared daily and whenever bins reach 75% capacity, and disposed of only at authorized locations/ disposal sites.
- Cleaning, maintenance, renewal, and restoration of civil structures, electrical installations, horticultural items, and mango trees. Minor repairs shall be attended within 48 hours. Major repairs shall be reported immediately and executed with approval.

c) Safety and Security

- Formulating and implementing a security plan with CCTV cameras. A written Security Plan, including deployment chart and CCTV coverage map, shall be submitted within 15 days of commencement.
- Ensuring the park premises are secured through suitable security systems and guards.
- Ensuring the safety of users during any event or regular park usage time.

d) Horticulture and Landscaping

- Maintaining the garden and horticulture as per approved plans.
- Planting and maintaining flowering winter and summer annuals.
- Regular maintenance of perennial plants, hedges, and shrubs to ensure aesthetic appeal.

e) Facility Management

- Maintaining civil and electrical works.
- Managing cultural and sports facilities.
- Upgrading and maintaining all trees and plantations within the park.
- Bearing the electricity costs of the park.
- Orderly management of parking spaces.
- Handling all other taxes payable to various government departments.
- Obtaining and maintaining all necessary statutory permissions for activities inside the park at its own cost. Non-compliance will be treated as material breach.

5.2. Indicative Activities that may be undertaken by the Licensee:

a) Food and Beverage Services

- The Licensee shall be permitted to set up food kiosks or stalls within designated areas to offer a variety of food and beverage(non-alcoholic) options.
- The Licensee may arrange for pop-up cafes or food trucks on a temporary or seasonal basis.
- The Licensee shall organize themed food events or food festivals, with an objective to attract public interest and enhance revenue.

b) Event Management & Rentals

- The Licensee shall be permitted to organize cultural events such as classical and folk performances, musical concerts, poetry readings, theatre performances, film screenings etc., subject to obtaining necessary permissions from relevant authorities/ bodies concerned with safety, security, traffic, law and order. Events may include but are not limited to handicraft exhibitions, food festivals, and other cultural activities aimed at attracting both local and national audiences.

- The Licensee may rent out the Amphitheatre and other designated spaces for corporate events, product launches, or private functions such as pre-wedding photoshoots, birthdays or community gatherings.
- The Licensee shall have the right to organize skills workshops and classes such as yoga, fitness boot camps, and similar activities, provided they do not interfere with regular public access to the park.
- The Licensee shall be permitted to organize exhibitions featuring literature, visual arts, and handicrafts.
- The Licensee may create, host, and maintain a dynamic, mobile-responsive website detailing the park's features and event calendar.
- Event Calendar Development: The Licensee may create a comprehensive event calendar with various season-based activities.
- Events should preferably coincide with local festivals, national holidays, or key national events to maximize footfall.
- No event shall exceed safe capacity limits prescribed by the competent authorities/ District Administration.
- The Park shall be restored to original condition within 24 hours after events.

c) Nature and Wellness Activities

- The Licensee may organize guided nature walks, bird-watching tours, or photography sessions, capitalizing on the park's natural environment, particularly around the mango trees.
- The Licensee may host health and wellness programs such as fitness classes, meditation sessions, and wellness retreats on a daily or periodic basis.
- The Licensee is encouraged to promote eco-friendly and sustainable wellness events.

d) Amusement and Recreational Activities

- The Licensee shall set up paid children's play areas or amusement rides, as per the space allocated by the Authority, particularly during festive seasons or public holidays.
- Pet-friendly activities, including pet events or contests, may be organized by the Licensee, provided proper regulations are in place for cleanliness and safety.
- The Licensee shall organize seasonal festivals or fairs such as mango festivals, kite festivals, or community celebrations, subject to approval from the Authority.

e) Cultural and Educational Activities

- The Licensee shall be permitted to host pop-up art galleries, sculpture exhibitions, or cultural programs at designated locations within the park.
- The Licensee may conduct cultural heritage programs such as history tours, storytelling sessions, or other educational activities, provided they align with the park's theme and mission.

- The Licensee shall organize workshops on sustainability, gardening, or related eco-conscious activities that engage the public and promote environmental awareness.

f) Marketplaces and Fairs

- The Licensee shall be authorized to organize weekend flea markets or artisanal fairs, where vendors may rent stalls to sell handmade goods, plants, or other crafts.
- The Licensee shall be permitted to host farmer's markets within the park on a weekly or bi-weekly basis, provided they do not disrupt regular park activities.

g) Membership Programs and Exclusive Offers

- The Licensee shall have the right to introduce membership programs or annual passes that offer exclusive access to certain events or facilities at the park, subject to the Authority's approval.
- The Licensee may offer premium packages, including VIP access to events at the Amphitheatre or exclusive tours, with a focus on enhancing visitor experience.

h) Sponsorship and Branding Opportunities

- The Licensee shall be permitted to solicit corporate sponsorship for various sections of the park, including the amphitheater, walkways, or food kiosks,
- The Licensee may offer naming rights to park attractions on a temporary or seasonal basis.

i) Advertisement rights

- The Licensee may install advertisements within the park premises subject to prior approval of MDA. MDA shall be entitled to use up to 25% of approved advertising space free of cost. No permanent advertisement structure shall be installed without written approval from MDA.
- Political, tobacco, alcohol, or religious advertisements are strictly prohibited.
- The Licensee may identify partners or interested parties to display their advertisements on the screens.

j) Sustainable and Eco-Friendly Initiatives

- The Licensee shall be encouraged to introduce sustainable practices within the park, such as zero-waste events, recycling programs, and eco-friendly markets, subject to the Authority's guidelines.
- The Licensee may install energy-efficient lighting, solar-powered walkways, or similar eco-conscious facilities in the park, subject to the Authority's prior approval.

k) Digital and Technology-Based Services

- The Licensee shall be permitted to establish paid Wi-Fi zones or other digital amenities for park visitors, ensuring that such services do not disrupt the park's natural ambiance.
- The Licensee may offer augmented reality (AR) or virtual reality (VR) tours that enhance the visitor experience, subject to the Authority's guidelines.

l) Parking and Facility Management

The Licensee shall manage the park's parking facilities and may charge visitors parking fees on a daily or hourly basis, subject to rates approved by the Authority. The Licensee may collect nominal fees for the use of public amenities such as restrooms, provided these facilities are maintained to a high standard of cleanliness and security.

m) Key Performance Indicators (KPIs)

The Licensee shall meet the following minimum KPIs:

- i. **Cleanliness:**
 - No visible litter during inspections
 - Toilets usable at all times
- ii. **Horticulture:**
 - No neglected/ dry lawns
 - Plant replacement within 7 days in case of mortality
- iii. **Utilities:**
 - 95% lighting uptime
 - Fountain uptime $\geq 90\%$ monthly
- iv. **Safety:**
 - 100% CCTV functional coverage
 - Security presence at all times
- v. **Visitor management**
Complaint resolution within 48 hours.

Failure to meet KPIs shall attract penalties in accordance with Annexure-H. Persistent or repeated KPI failures beyond the threshold prescribed therein shall constitute material breach and may lead to termination under Clause 7.

Penalties imposed under Annexure-H may be recovered from the Performance Security in case of non-payment.

5.3. Timings and Entry Fees

- i. The Park timings shall be as per the directions of the District Administration or as fixed by MDA from time to time. Visitors to the park will be charged an entry fee fixed by MDA as below which may be revised only with prior permission from MDA: -

ENTRY FEES

The entry of the visitors to the Park will be through an entry ticket may be as under:

S. No.	Description	Categories
1	Entry Fee for visiting Park	
I	Visitors aged 08 years and above	Maximum Rs. 20/- per entry Maximum Rs. 250/- per month (monthly pass)
II	Children (Below 08 years)	Free
2	Entry Fee for attending Cultural Events/Shows etc.	
I	Visitors aged 08 years and above	As decided by Licensee
II	Children (Below 08 years)	

***Note:** The entry fee may be revised once every year with a capping of 10% escalation with prior permission of MDA. The entry fee may also be reduced with prior approval of MDA.*

- ii. The Licensee shall not deny access to any eligible member of the public except for safety or legal reasons. No discrimination based on religion, gender, caste or economic status shall be permitted.
- iii. 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.
- iv. The Licensee will be allowed to publicize events through social media, booklets, pamphlets, invitation cards, and other media.

5.4. Library Building

The children's play area and the library building is proposed in the design proposal; however, these developments are not envisaged in the near future and the licensee is free to develop temporary facilities such as sports as a source of additional revenue for entry and membership fees

5.5. Contract Duration

MDA proposes to outsource the operation, maintenance, and event management services of Dr. Bhimrao Ambedkar Nature Park for a total period of five (05) years from the effective date, as specified in the contract document or Letter of Acceptance. The contract is extendable for an additional period of two (02) years based on satisfactory performance of the Contractor and mutual consent.

5.6. Payment Terms

Financial Bids are invited for the project on the basis of highest Annual License Fees. The minimum reserve price (upset value) shall be thirty (30) lakhs per annum (exclusive of GST) and bids quoted below this reserve price shall be rejected. The bidder quoting the highest license fee as their financial bid on the e-tender portal shall be awarded the work subject to fulfilment of other conditions of RFP.

The quoted Annual License fee shall increase by ten percent (10%) annually on a compounded basis over the immediately preceding Contract Year. This License fee is besides the payment as elsewhere stated in the RFP document for undertaking any specific activity including but not limited to electricity bills, water bills, solid waste management charges etc. allowed by MDA shall also be payable separately.

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, NSC etc. or a 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 annual license fee after adjusting the EMD amount.

The Licensee shall pay the annual license fee on a half-yearly basis in advance, on or before the first day of each half-year period. 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. GST shall be paid extra by the selected bidder at the prevailing rate on the quoted annual license fee.

A grace period of ten (10) days may be allowed at the sole discretion of the Authority and the grant of grace period shall not constitute waiver of default. Delay beyond the due date shall attract interest at eighteen percent (18%) per annum, calculated on a daily pro-rata basis from the original due date including the grace period.

Failure to make the payment within 30 days from the due date shall constitute material breach, entitling the Authority to invoke Performance Security and/or terminate the Contract.

5.7. Financial Evaluation

- The Bidder shall be selected under the Highest Annual License Fee 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 Annual License Fee shall be subject to a Minimum Reserve Price. A Minimum Reserve Price of INR 30,00,000 per year + GST (Rupees Thirty Lakh Only per year) shall be the upset value of Annual License Fee, which the tenderer shall take into consideration while submitting their Financial Bid. The bidder must quote either INR 30,00,000 (Rupees Thirty Lakh Only) per year or more. Any financial bid received which is below INR 30,00,000 (Rupees Thirty Lakh Only) per year shall be liable for rejection.
- The quoted Annual License fee shall increase by ten percent (10%) annually on a compounded basis over the immediately preceding Contract Year.
- The highest quote received on the through this tender on UP E-Tender portal shall be declared as the “Selected Bidder”

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

6. Inventory of installations and equipment

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 under:

Sr. No	Component	Nos	Particulars
1	Entry Gate with ticket booking Room	01	27.50 sq.m.
2	Electric Room	01	40 sq.m.
3	Gazebos	02	45 sq.m. each
4	Food Courts	08	12.60 sq.m. each
5	Tube wells	02	1 H.P Capacity
6	Toilet Blocks	02	81 sq.m.
7	Exit Gate	01	
8	Musical Fountain	01	6.0 m dia
9	Modern Children Swings installed	12	-
10	Benches installed at all location	25	-
11	Open Gym with different type advanced machinery	16	-
12	Selfie point at different location	02	-
13	Tensile Automatic Roofing Structure	04	23.80 sq.m. each
14	Mango Trees	221	-
15	Bollard fixtures	420	-
16	Post Top Lantern Fixtures	150	-
17	Pathways Length	01	1850 R mt.
18	Running track Area Length	01	800 R mt.
19	Open Theatre	01	-

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 as listed out above are tentative, and a minor variation is likely to be there. No extra charges shall be applicable on account of maintenance of such variations.
3. The Licensee shall not be entitled to claim any adjustment in License fee or compensation on account of condition of assets handed over.

7. Terms and conditions

7.1. General Terms and Conditions

- a) The park shall be handed over to the selected party on 'as 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 Licensee shall however be permitted to set up temporary structures at its own cost for operational purposes for which the licensee would be required to inform the “Licensor” 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) The advertising rights within the park premises shall belong to the licensee. MDA retains sole advertising rights outside the park boundary. The Licensee will have to follow/ the color scheme and design for various hoarding/display boards as approved by MDA.
- h) The party shall make the park and its facilities available on a priority basis for any government programs of public interest at discounted rates.
- i) 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 are as follows:
 - a. Any permanent construction within premises of the park
 - b. Smoking, Drinking, or consuming any other intoxicating substances
 - c. Advertising: Failure to comply with prevalent advertising policy
 - d. Littering: Disposing waste including food wrappers and plastics
 - e. Vandalism: Damaging Park property including signages and benches

- 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
- j) 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 five (05) year contract period, and further, in case of extension, for another two (02) 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.
- k) 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.
- l) The party is responsible for obtaining all necessary approvals and licenses. MDA would however issue "NOC" for getting such licenses wherever required.
- m) **Local Liaison:** The Licensee will liaise with hotels, locations, and stakeholders to ensure the smooth setup and running of each event.
- n) **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
- o) **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.
- p) **Media Submission:** Event photographs, videos, and other media materials must be submitted within 15 days after each event.
- q) **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.
- r) **Additional Responsibilities:** The Licensee is responsible for any other event management and marketing-related tasks that MDA may assign.
- s) Any expenditures or arrangements with third parties, including financial institutions, will not entitle the party to claims against MDA after the license period.
- t) If the Authority determines that services are persistently deficient based on inspections, complaints or KPI failures, it may issue a Notice to Cure. Except in cases involving fraud, illegality, abandonment, or imminent security risk, termination shall be preceded by issuance of Notice to Cure. Failure to cure within fifteen (15) days shall entitle termination without any liability or compensation to the Licensee.

- u) 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.
- v) 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.
- w) That the persons employed by the Licensee shall at all times and for all purpose 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.
- x) 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.
- y) The party must comply with all labor laws. Non-compliance may result in termination of the agreement without prior notice or compensation.
- z) Wages must be paid by the 7th day of each month. Ignorance of the law is no excuse for non-compliance.
- aa) Third-party insurance for the agreement period is mandatory.
- bb) The party must follow local waste management regulations and environmental guidelines.
- cc) 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.
- dd) In case of contract surrender or termination, no payment shall be refunded by MDA. The party surrendering the contract will be ineligible to participate in future bids for the same site for at least five consecutive years. An undertaking to this effect must be provided by the party at the time of surrender.
- ee) That the licensee shall handover vacant and peaceful possession of the licensed premises along with all the lands, building, fittings and fixtures to MDA on expiry, revocation, termination of the license. If the licensee fails to handover the peaceful and vacant possession of the licensed premises on expiry or termination / revocation of the license, MDA has a right to charge damages for illegal use and occupation of the premises three times the pro-rata daily License Fee calculated on the basis of the last payable Annual License Fee until the date actual physical possession is handed over.

7.2. Force Majeure

- i. 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" event 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, governmental restrictions (including those based on existing laws and regulations as well as those enacted in the future), court orders and acts of God.

- ii. Force Majeure shall not include financial hardship, increase in operational costs, or failure of sub-contractors.

7.3. Settlement of Disputes and 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 first attempt amicable resolution of 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 through Arbitration conducted under the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by mutual consent, failing which appointment shall be made as per the Act. Arbitration proceedings shall be held at Moradabad only.
- Pending dispute resolution, the Licensee shall continue performance of obligations under the Agreement.
- 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 expressly covered herein, the decision of the Authority (MDA) shall be final and binding on the Licensee.

7.4. Indemnity

The Licensee shall indemnify and hold harmless the Authority (MDA), its officers and employees against all claims, losses, damages, penalties, costs, and expenses arising from any breach of contract, negligence or misconduct, any third-party injury or death, and statutory non-compliance. The indemnity shall survive termination or expiry of this Agreement.

8. Bidder's eligibility conditions & evaluation criteria

8.1. Eligibility Criteria:

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

- 1) Interested parties should have experience of event / facility management services in the fields of real estate/ land development/ hospitality/ advertising within the last 03 years from the bid due date. Relevant experience in cultural/ heritage/ social nature of events within the last 03 years from the bid due date will be treated as additional qualification.
- 2) The Bidder should be a Company/ Partnership Firm/ LLP or Proprietorship firm. (Submit scanned copy of Registration/ Certificate of Incorporation)
- 3) The Bidder should have an average annual financial turnover of minimum INR 60 Lakh (Rs. Sixty Lakh only) in the last 03 financial years (Audited balance sheet of 03 consecutive financial years and Turnover certificate from a Chartered Accountant shall have to be submitted in technical bid).
- 4) Proof of positive net-worth on CA letterhead with UDIN number not older than 06 months should be submitted with the bid
- 5) The bidder should have valid GST, PAN on the bid submission date. (Submit scanned Copy of Certificates)
- 6) The Bidder should not have been 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) The applicant should have to sign each page of the bid document and upload on prescribed portal.
- 10) **E-Bid Document /Processing Fee and EMD:**
 - a) Tender/Bid Processing fee of Rs.11,800/- (Inclusive of GST) and EMD of Rs. 2,00,000/- (Rupees Two Lakhs only) must be deposited through the website <https://mdamdbd.procure247.com>.
 - b) Step-by-step manual for online payment of Bid Processing Fee & EMD/ Bid Security is as follows:
 - Go to <https://mdamdbd.procure247.com>
 - Fill the details in the form and select the Payment type- Tender Fee- click on “Proceed” Button.

- Bidder will get the options to pay through Credit Card/ Debit Card/ Net Banking & NEFT/ RTGS Challan Mode.
 - For NEFT/RTGS Challan Mode: After generating the Challan, Bidder needs to initiate NEFT/RTGS through their bank as per Beneficiary details provided in the Challan.
 - Bidder can check status of the payment.
- c) Scanned copy of RTGS/NEFT receipt of EMD with transaction Id (UTR No.) must be enclosed along with the technical Bid.
 - d) Bids without Tender/Bid processing fees or EMD shall be outrightly rejected and shall not be considered for technical evaluation.
 - e) 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.

8.2. 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. Record 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 annual 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 License Fee. Generally, the bidder whose financial bid has the highest quoted 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.

8.3. 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 Selected Bidder shall furnish Performance Security equivalent to six (6) months of the quoted Annual License Fee, in the form of Bank

Guarantee/ FDR valid for the Contract period plus six (6) months, prior to the agreement. The Stamp duty & registration fee shall have to borne by selected bidder only. The Authority may invoke the Performance Security in case of payment default, statutory non-compliance, safety violation, or material breach.

9. 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.

A) Submission of e-Bid

- 1) 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.
- 2) The bidders have to follow the following instructions for submission of their Bid:
- 3) 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.
- 4) The bidder has to 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.
- 5) 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 could not submit due to DSC registration problem.
- 6) 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 authorised signatory with Seal.

- 7) 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.
- 8) 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 has to 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.
- 9) 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 DSCs of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- 10) 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.
- 11) Department reserves the right to cancel any or all e-Bids without assigning any reason.

B) 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 not be accepted without the cost of bid document/e-bid processing fee.

C) 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>

D) 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.

E) 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.

F) 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> on or before 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.

G) 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.

H) 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.

I) 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.

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

S.No	Description	Details.
1	Tender Fees, Processing fee and Earnest Money deposit (EMD)	As mentions in RFP Document.
2	Dully filled pre-qualification documents appended with signed Bid documents.	Signed copies as provided in technical Bid Documents.
3	Proof of positive net worth on CA letterhead with UDIN number not older than 06 months should be submitted with the bid	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.
4	Financial Turnover Certificate	
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	Annexure-B
8	Bidder's General Information	Annexure- C
9	PAN and GST	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	Format of Declaration by the bidder for not being blacklisted/Debarred.	To be Attached as Annexure D
12	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)

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.

10. Annexures

10.1. Annexure A: 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 AMBEDKAR
NATURE PARK, Ashiyana Yojana, Kanth Road, 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: _____

10.2. 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 Dr. BHIMRAO AMBEDKAR NATURE 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.

10.3. Annexure C: Bidder's General Information

(To be submitted with technical bid)

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

10.4. Annexure D: Declaration for not being Debarred/ Black-Listed

(To be submitted on the Letter head 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:

10.5. Annexure E: Contract Agreement

The present License Agreement is being executed on this _____ day of _____, 2026 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 "Licensee," "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 Licensor and Licensee are individually referred to as "Party" jointly referred to as "Parties" and the expression "Licensor" and "Licensee", shall mean and include their respective heirs, successors, representatives, nominees, assigns, administrators, executors, transferee(s), beneficiary(ies), legatee(s) etc.

WHEREAS

1. Licensor has represented that it is the owner and in possession of the entire Park (Dr. Bhimrao Ambedkar Park) developed on a land area measuring around 10 Acres at Kanth Road, Moradabad and that Licensor had decided to run the said Park by appointing a Licensee.
2. The "Licensor" 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 ----- 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. Licensor 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 interalia 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:

10.6. Annexure F: Special Conditions of Contract

1.1 DEFINITIONS

The words and expressions defined in this Agreement shall, unless repugnant to the context or meaning thereof, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules;

“Accounting Year” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

“Agreement” means this agreement, the schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

“Agreement Date” means the date of execution of this Agreement;

“Applicable Laws” means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

“Applicable Permits” means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained by the Operator under Applicable Laws during the subsistence of this Agreement;

“Approvals” means all approvals, permissions, authorizations, consents and notifications from any Governmental Authority, regulatory or departmental authority including, but not limited to the approvals of the District Administration and any other regulatory authority, as may be applicable.

“Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

“Bid” means the documents in their entirety comprised in the bid submitted by the Operator in response to the RFP in accordance with the provisions thereof;

“Bid Documents” means the RFP and the Agreement including its schedules; **“Business Day”** means a day on which banks are generally open for business in Moradabad;

“Clearance” means, as on the date of execution of this Agreement, any consents, licenses, approvals, permits, exemptions, registrations, filings or other authorizations of whatever nature, which is necessary for effective implementation of the Project;

“Competent Authority” means any agency, authority, department, ministry, of the Government of U.P. or any local authority, or any other sub- division thereof with authority

over aspects of implementation of the Project having jurisdiction over all or any part of the Project Facility or the performance of all or any of the services or obligations of the Operator under or pursuant to this Concession;

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 execution of Agreement.

“ Encumbrances” means, in relation to the Project Facilities, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facilities, where applicable herein.

“Fee Commencement Date” shall mean the Effective Date of possession of the Park or date of start of the Contract whichever is earlier.

“Financial Year” shall mean the year commencing from the 1st April of any calendar year and ending on 31st March of the next calendar year.

“Force Majeure” or “Force Majeure Event” shall mean acts, events, conditions or occurrences beyond the control and not arising out of the fault or negligence of the affected Party and shall include acts of God such as earthquake, lightning, tempest, fire, acts of war, riot, bombing, civil commotion, terrorist acts and agitations, and it shall not include financial hardship, increase in operational cost, or failure of sub-contractors.

“Parties” means the parties to this Agreement collectively and “Party” shall mean any of the parties to this Agreement individually;

“Project” shall mean and include the Operation, Maintenance and Event Management Services in Dr. BHIMRAO AMBEDKAR NATURE PARK, Kanth Road, Moradabad.

“License Fee” shall mean and include all such charges detailed and described in clause 3 of the agreement.

“Termination” means the expiry of the Agreement Period or termination of this Agreement;

“Termination Notice” means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement;

1.2. INTERPRETATION

In this Agreement, unless the context otherwise requires:

1. the headings in this Agreement are for convenience only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Agreement;
2. words importing the singular include the plural and vice-versa;
3. words importing "it" or a gender include any gender;
4. a reference to an article, clause, party, schedule or exhibit is a reference to a part and clause of, and a party and schedule to, this Agreement and a reference to this Agreement includes any schedule;
5. a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute
6. a reference to a document includes any written amendment or supplement to, or replacement or novation of, that document;
7. a reference to a party to any document includes that party's successors and permitted assigns;
8. reference to a time and date concerning the performance of any obligation by a party is reference to the time and date in India;
9. Any express statement of a right of a party under this Agreement is without prejudice to any other right of that party expressly stated in this Agreement or arising at law.

Recitals to this Agreement are a part of this Agreement and binding on both the Parties.

2. SCOPE OF THE PRESENT AGREEMENT

- 2.1. The parties to the present agreement clarify that the present agreement is limited to the License for Operation, Maintenance and Event Management Services in Dr. Bhimrao Ambedkar Nature Park, Kanth Road, Moradabad. The present agreement in no manner shall constitute, create or give any right to the Licensee in any of the portions of the property, structures, appurtenance thereon or create any formal business relationship amongst the parties apart from that of a "Licensor" and Licensee.
- 2.2 It is further clarified that except for right to the use of Licensed Premises as outlined in this Agreement nothing in this Agreement shall constitute or be construed as the acquisition of any ownership interest or assignment of the title, or legal or moral right by Licensee to the Licensed Premises.

3. TERMS AND CONDITIONS OF LICENSE

3.1. LICENSED PREMISES

- a) The licensed premises in the said license shall mean and include all such facilities being defined herein under in accordance with the Request for Proposal being floated by the

“Licensor” and shall include the entire area and Terms conditions being defined in the RFP

- b) The Licensee shall at all times shall be obligated to maintain the licensed premises in operational condition and shall be required to provide services which shall be of excellent quality at par with industry standards. The Licensee shall at all times keep the Licensed Premises and services provided therein and shall be bound to make available the complete services as per the requirements/directives of the Licensor/its authorized representatives.

4. PREREQUISITES TO GRANT OF LICENSE

- 4.1 The licensee hereby states and undertakes to have inspected the entire Licensed Premises on offer in the Request for Proposal. The Licensee hereby submits that after having duly inspected the said premises, the Licensee has accepted the premises on “As is where is” basis.
- 4.2 The Licensee hereby understands that the prerequisite for implementation of the present License agreement and essential to the present contract would be to carry out Operation, Maintenance and Event Management Services in Dr. Bhimrao Ambedkar Nature Park, by providing all the services being listed in the Request for Proposal.

5. LICENSE FEE

The Licensee agrees that from the Fee Commencement Date and for the entire License period during which possession of the Project Facility remains with the Licensee, it shall be liable to pay the License Fee and all other charges in accordance with this Agreement.

5.1. ANNUAL LICENSE FEE

- a) The Annual License Fee shall be the amount quoted by the Selected Bidder pursuant to RFP, subject to the Reserve Price of Rs. 30,00,000 (Rupees Thirty Lakh only) per annum, exclusive of GST. The Licensee shall pay the Annual License Fee from the Fee Commencement Date. This fee will be payable half-yearly in advance on the first day of each half-year period.
- b) The said Annual License Fee shall be payable half-yearly in advance on the first day of each half-year period on which the part Annual License Fee becomes due. A grace period of 10 days without penalty shall be allowed for depositing the license fee, failing which penalty @ 18% would be levied on Licensee for the entire period of default including the grace period. This penalty will be calculated on pro-rata basis.

- 5-2 The Annual License Fee shall increase by ten percent (10%) every year on a compounded basis over the immediately preceding year within the Contract Period.

- 5-3 Apart from all such License Fee the Licensee undertakes to pay all such statutory taxes, municipal taxes, property tax, levies, fees, duties, charges including GST, Municipal and all other local and statutory taxes being currently levied or would be levied by Statutory Authorities of whatsoever nature in future in respect of the Licensed Premises.
- 5-4 The Licensee undertakes to pay all the electricity charges and water charges which shall be payable by the Licensee directly to the concerned agencies. In event of any default being committed by Licensee in making such payment of any such taxes, fee or charges and the “Licensor” being forced to make such payment, the Licensee shall make such payments to “Licensor” along with penal interest @18% per annum, calculated on pro rata basis till the date of making such payment to “Licensor” by Licensee but limited up to three months only and after it agreement will be terminated as per termination clause.
- 5-5 The Licensee shall make all payment by transfer through RTGS/NEFT in the designated bank account of Moradabad Development Authority.

6. TERMS, TERMINATION & CONSEQUENCES

6.1. TERM

- a. The License shall be effective from the Effective Date as defined above and shall allow the Licensee to use of Licensed Premises for a term of 05 years beginning from Effective Date. In order to avoid any confusion, the License shall stand terminated on _____ if not extended further by MDA.

6.2. TERMINATION

- a. The agreement shall stand terminated on _____ the day the present agreement ends.
- b. The Agreement can be terminated by MDA immediately with notice of 30 days if Licensee breaches any term of the Agreement including, without limitation, breaching the scope of the license granted or obligations under this Agreement or MDA believes that the Licensee is incapacitated or reluctant to perform or run properly the services in Licensed Premises.
- c. Termination shall be invoked only after issuance of Notice to Cure and failure to remedy within stipulated time, except in cases of fraud, illegality, safety risk or abandonment.
- d. MDA may terminate the Contract for public interest or administrative reasons with thirty (30) days' notice without compensation.
- e. MDA reserves the right to terminate the Contract with a one month's notice

- f. The Licensee may terminate the present Agreement by sending written intimation to the “Licensor” of such termination. However, the Licensee may not terminate voluntarily without six (06) months prior notice and settlement of all dues.

6.3. CONSEQUENCES OF TERMINATION

- a. The parties agree that in any given scenario as specified in clause 6.2 The Licensee shall have no right to claim *of compensation or* refund of license fee.
- b. The “Licensor” (MDA) in case of termination of license as specified in clause 6.2 shall immediately take over the entire premises along with entire fittings, fixtures, equipment at the Licensed Premises.
- c. The Licensee shall in such scenario have no claims whatsoever against the “Licensor”
- d. Upon expiry or termination, the Licensee shall hand back the Park in good operating condition, subject to normal wear or tear. MDA might conduct takeover/ hand-back inspection and deficiency, if any, must be rectified at Licensee’s cost.
- e. The Licensee on failure to vacate premises in event of termination in accordance with clause 6.2 shall be deemed a trespasser and will be liable to pay damages @10,000/- per day apart from License Fee.
- f. Clauses relating to indemnity, liability, and disputes resolution shall survive termination.

7. SPECIFIC TERMS & OBLIGATIONS

7.1. The “Licensor” obligation under the agreement shall be as stated below: -

- a. The Licensee shall be obligated to procure all such license which may include but not be limited to statutory licenses of local bodies, health authorities, police etc. The “Licensor” shall provide its “No Objection Certificate” for procuring and maintaining such Licenses only on Demand or written permission being sought by Licensee from the Licensor.
- b. The “Licensor” undertakes to issue such No Objection Certificate as and when demanded by Licensee within reasonable time.
- c. The “Licensor” may deny or withdraw such “No Objection Certificate if the Licensee fails to honour its part of obligation under the License Agreement.
- d. MDA shall hand over the entire Licensed Premises on “as is where is” basis to the License on or before Effective Date as may be decided by the parties.

7.2. The Licensee in terms of being awarded the present License in terms of License Agreement shall be bound and shall have following obligations as under: -

- a. The licensee undertakes to ensure that all persons employed by the Licensee shall at all times and for all purposes shall be employees of the Licensee directly engaged by the Licensee, who alone shall be liable and responsible for payments of all kinds of wages, salaries, remunerations and other benefits etc. to them without claim or reimbursement from MDA.
- b. The Licensee undertakes to ensure that the character antecedents of such personnel deployed by it for work shall be duly verified beforehand by the police authorities and shall produce such police verification on demand by Licensor.
- c. The Licensee undertakes to ensure and comply with all safety provisions as per industry standards. The Licensee shall ensure and educate all his staff/workers of the safety procedures. The Licensee undertakes to keep the “Licensor” indemnified against any such breach or neglect on part of Licensee.
- d. The Licensee undertakes not to employ any men or women below the age of 18 years.
- e. The Licensee hereby agrees that, it shall be the sole duty of Licensee to procure/get sanction of any additional electricity load, water connection, gas connection etc. from relevant agencies. The “Licensor” shall give “No Objection Certificate” in terms of clause 7.1. of the present License Agreement. The Licensee shall be solely responsible for making any payment on this account. The Licensee undertakes not to claim any reimbursement from the Licensor.
- f. The Licensee hereby undertakes to procure any sanction/clearance which it may require from Civic Bodies, Fire Department etc. The “Licensor” shall be obligated to issue any “No Objection Certificate” which may be required in accordance with clause 7.1. of the present agreement.
- g. The Licensee hereby acknowledges and undertakes not to impair, limit or transgress over any rights of the “Licensor” in the Licensed Premises. The Licensee acknowledges that the “Licensor” shall have all rights and control over the Licensed Premises. The Licensee shall be bound to provide any inspection to the “Licensor” or its Authorized Representative.
- h. The Licensee hereby undertakes not to carry out any material addition or alteration in the Licensed Premises, so as to bring any structural changes therein with or without any damage there to. However, the Licensee shall be entitled to carry out necessary repairs and or renovations to the existing premises in the Licensed Premises with prior written approval of the Licensor, at its own cost and expenditures. The Licensee hereby undertakes not to claim any such expenditure which it may entail directly or indirectly from Licensor.
- i. The Licensee shall be entitled to set up temporary structures at its own cost for operational purposes with prior written permission of the Licensor. The Licensee

hereby undertakes not to claim any such expenditure which it may entail directly or indirectly from MDA.

- j. The Licensee agrees and undertakes not to let, sub-let, encumber, mortgage, assign or transfer any of their rights and interest emanating from the present agreement or part with possession of Licensed Premises or any part thereof of the Licensed Premises for sharing therein to any person directly or indirectly. However, the licensee may with prior written approval of Licensor may enter into arrangement to hire/take expertise from outside parties recognized/famous for operations/specialty cuisines.
- k. The Licensee agrees and undertakes to be bound to hand over vacant and peaceful possession of the Licensed Premises along with all the lands, buildings, fittings and fixtures to the “Licensor” on expiry, revocation, termination of the License. If the Licensor License fails to handover the peaceful and vacant possession of the Licensed Premises on expiry of termination/revocation of the License, the “Licensor” has a right has a right to change to charge damages for illegal use and occupation of the premises three (03) times the daily charges of his annual license fees till such time the premises is vacated by the licensee apart from the License Fee which shall be paid and calculated till the date actual physical possession is handed over by the Licensee to Licensor.

8. UNDERTAKINGS BY LICENSEE

8.1 The licensee hereby unequivocally and unconditionally undertakes to do the following acts:

The Licensee shall keep the “Licensor” indemnified against any losses, damages, cost or risk both pecuniary and non-pecuniary arising out of the said acts stated below which the Licensee undertakes to keep the “Licensor” Indemnified against any claims arising due to the same including but not limited to PF, Bonus, Workmen Compensation, ESI, C.L (R&A) Act, Migrant Labour Act, Essential Commodities Act, Food Adulteration Act and/or such other Act or Laws, regulations passed by Central, State, Municipal and Local Government Agency or any similar claims of similar nature.

8.2 The Licensee undertakes to comply with all rules and regulations in respect to labour laws & Statutory Requirements as stated in Request for Proposal and shall be solely responsible to comply with the same. The Licensee shall not make any claim whatsoever against the Licensor.

8.3 The Licensee undertakes to bear all such expenses which are necessary for operation & maintenance of the Park in terms of Request For Proposal & Licensee Proposal. The Licensee undertakes that Licensee shall not claim any damages, cost or expenditure from the “Licensor” for such cost, expenses associated with the present License Agreement which is to be executed in accordance with the Request for Proposal and subsequent response of License to such proposal.

8.4 The Licensee may allow entry into the Park on ticketing basis which may not be priced above the rates prescribed by Licensor. Such rates fixed by Licensor shall however be subject to revision in joint consultation between the Parties. The Licensee at all times undertakes to prominently display a board detailing the said fixed charges.

8.5. The Licensee undertakes not to cut any trees in the premises and shall be liable for upkeep

9. ARBITRATION

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 through friendly 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 a binding arbitration process under the applicable Arbitration Laws in India, and the seat of arbitration shall be Moradabad. The parties hereby agree that the Chairman, MDA shall have the right to appoint an Arbitrator, who shall be appointed upon receipt of any notice being served upon MDA by Licensee.

10. JURISDICTION AND GOVERNING LAW

The Parties further agree that in case of dispute the courts in Moradabad shall have exclusive jurisdiction.

11. MISCELLANEOUS PROVISIONS

11.1. BINDING PROVISION

Parties shall be bound by and comply with the terms and conditions of this Agreement. The Parties undertake with each other to exercise their powers in relation to this Agreement and in a manner consistent with this Agreement.

11.2. ASSIGNMENT

Except as provided in this Agreement, this Agreement shall be binding on and shall inure for the benefit of each Party's successors. Either Party may assign its rights under this Agreement, in favor of any Affiliate.

11.3. NO PARTNERSHIP

Nothing contained in this Agreement shall be construed to create a partnership or any other fiduciary relationship between the Parties unless otherwise specifically provided herein.

11.4. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the Parties.

11.5. WAIVER

A Party's failure to insist on strict performance of any provision of this Agreement shall not be deemed to be a waiver thereof or of any right or remedy for breach of a like or different nature. Subject, as aforesaid, no waiver shall be effective unless specifically made in writing and signed by a duly authorized officer of the Party granting such waiver.

11.6. NOTICES

All notices or other communications to be given under this Agreement to any Party shall be made in writing and sent by letter or facsimile transmission or e-mail (unless as otherwise stated herein).

11.7. GENERAL

This Agreement shall govern all conceivable aspects of the transaction contemplated herein. The Licensee and Licensors agree to execute any addendum to this Agreement or in any other manner, manifest their intention for the purposes of enabling the Parties to overcome the difficulties of compliance on any aspect touching upon or incidental to or arising out of the consequence of effecting this Agreement and without limitation include compliance under any Law as applicable. Any disputes arising between the Parties with respect to the aforesaid agreed arrangements shall be resolved in accordance with this Agreement and applicable Law hereof.

12. GOOD FAITH AND INDEMNITY

12.1. 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.

12.2 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 of the property or third party licenses or any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for any other purposes.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

Signed and Delivered by		Signed and Delivered by	
Licensors (MDA)		On Behalf of Licensee	
Mr. _____	Mr _____	_____	
S/o _____	R/o _____	_____	
_____		on behalf of MDA	
(Licensor) _____			

WITNESSES:

- 1.
- 2.

10.7. Annexure G: Penalty Framework

The Licensee shall be subjected to penalties as specified in the below mentioned penalty framework:

Sr. No.	Particulars	Penalty
1	Unauthorized Construction / Renovation/ Alteration	INR 5,000 for the first 30 days applied on pro rata basis. Failure to demolish within 30 days of discovery may lead to termination along with recovery of dues
2	Unauthorized Use	INR 15,000 per instance and repeat instance within a year may lead to termination
3	Reported staff misconduct	INR 5,000 per instance and potential termination for more than two instances within a year
4	Damage to the Park	INR 5,000 per instance and potential termination if not rectified within 30 days of discovery
5	Toilet cleanliness	INR 2,000 per instance of toilet being found unfit for use and potential termination for repeat instance/ complaints of more than three within a month
6	Park upkeep and cleanliness	INR 1,000 per instance and potential termination for repeat instance/ complaints of more than five within a month
7	Security system and CCTV	INR 10,000 per instance of not being found compliant with the approved security framework
8	Failure to hand over premises after termination	INR 1,00,000 per day or daily gross revenue as estimated by MDA, whichever is higher for each day the premises remain occupied after the end date. The penalty will continue till the day the premises is vacated

Kindly note that the Licensee is expected to deposit due penalty amount along with the due half yearly licensee fee. Failure to do so will result in liquidation of Performance Security, which needs to be resubmitted as per Contract within 30 days of liquidation to keep the Contract valid.