Baghpat Baraut Khekra Development Authority

Invites

REQUEST FOR PROPOSAL (RFP)

For

Development and maintenance of sensory park at Nandan Kanan Park, Goripur, Baghpat, UP.

September - 2025

Assistant Engineer
Engineering Department
Baghpat Baraut Khekda Development Authority (BBKDA)
Collectorate Compound Room No. 05, Delhi Road Distt. Baghpat
Uttar Pradesh : 250609
Website: www.bbkdabaghpat.org
Phone: 9711305308

NEWS PAPER ADVERTISEMENT

BAGHPAT-BARAUT-KHEKRA DEVELOPMENT AUTHORITY, BAGHPAT

Collectorate Compound, Delhi Road, Distt. Baghpat-250609

Tender No. 259/BBKDA/2025-26 Date : 27-09-2025

REQUEST FOR PROPOSAL (RFP)

Baghpat-Baraut-Khekra Development Authority, Baghpat invites from experienced agencies to Development and maintenance of Sensory Park at Nandan Kanan Park, Goripur, Baghpat UP.

Detail of Work	Tender Fees (Including GST 18%)	EMD	Important Date
Selection of Agency for Development and maintenance of Sensory Park at Nandan Kanan Park, Goripur, Baghpat UP.	INR. Rs. 11,800.00	INR. Rs. 2,00,000.00	• Bid Start Date: 30.09.2025, 12:00 hrs. • Last Date of submission of proposal: 14.10.2025, 12:00 hrs. • Date of opening: 15.10.2025, 14:00 hrs.

The Request of Proposal (RFP) document can be download from the e-procurement website http://etender.up.nic.in for Sensory Park at Nandan Kanan Park, Goripur, Baghpat.

The Authority reserves the full right to change the terms and conditions in the RFP and scope herein and/or terminate the RFP process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained. Any corrigendum will be available only on http://etender.up.nic.in and http://bbkdabaghpat.org

Assistant Engineer
Baghpat-Baraut-Khekra
Development Authority, Baghpat
Email Id : bbkdabaghpat01@gmail.com.

Disclaimer

The information contained in this Request for Bid (RFP) document or subsequently provided to bidders, whether verbally or in documentary form by or on behalf of Vice Chairman, BBKDA or any of its employees or advisors, is provided to bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This tender is being called by Vice Chairman, BBKDA the responsibility for finalization of this tender shall remain with AMC (including any changes in documents during tendering stage) and BBKDA shall be responsible for issuance of work order, signing of concession agreement along with monitoring of contract & to make timely monthly payments to concessionaire.

This RFP document is not a contract and is not an offer or invitation to any other party. The purpose of this RFP document is to provide the bidders with information to assist the formulation of their Bid submission. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for BBKDA and their employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder. Each recipient must conduct on its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document, and is advised to carry out its own investigation into the proposed project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed project, and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any contract or arrangement relating to the proposed project.

BBKDA makes no representation or warranty and shall incur no liability under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage, accuracy, reliability or completeness of the RFP document, which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the project, the information and any other information supplied by or on behalf of Vice Chairman, BBKDA or their employees, any consultants or otherwise arising in any way from the selection process for the project.

BBKDA may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP document. The information that Vice Chairman, BBKDA is in a position to furnish is limited to this RFP document.

This RFP document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisor). The information contained in the RFP document must be kept confidential.

Mere submission of a responsive Bid/Bid does not ensure selection of the bidder as Operator.

Contents

1. DATA SHEET

1	Name of the Bid	Development and maintenance of sensory park at Nandan Kanan Park, Goripur, Baghpat UP.
2	Time-period of contract	2 months
3	Method of selection	Lowest Financial Bid (L1)
4	Bid Processing Fee	Non-refundable fee of INR 11,800 incl. tax/GST etc. The payments to be made in the form of Demand Draft in favour of Sachiv, Baghpat Baraut Khekda Development Authority Baghpat Account No. – 50100973280 Branch – Indian Bank, Baghpat
5	Ernest Money Deposit (EMD)	INR 2,00,000/- The payments to be made in the form of Demand Draft in favour of Sachiv, Baghpat Baraut Khekda Development Authority Baghpat Account No. – 50100973280 Branch – Indian Bank, Baghpat
6	Performance Guarantee	5 % of the contract value
7	Name of the Authority's official for addressing queries and clarifications	Assistant Engineer Engineering Department Baghpat Baraut Khekda Development Authority (BBKDA) Collectorate Compound Room No. 05, Delhi Road Distt. Baghpat Uttar Pradesh : 250609 Website: www.bbkdabaghpat.org Phone: 9711305308
8	Proposal Validity Period	120 days from Proposal Due Date
9	Proposal Language	English
10	Key Dates	
	Release/Publish of RFP document	30.09.2025 / 12.00 hrs
	Document Download / Sale Start Date	30.09.2025 / 12.00 hrs
	Document Sale End Date	14.10.2025/ 12:00 hrs
	Last date for receiving queries online	08.10.2025/ 17:00 hrs
	Bid Submission Start Date	30.09.2025/ 12:00 hrs
	Bid Submission End Date	14.10.2025/ 12:00 hrs
	Technical Proposals Opening Date	15.10.2025/ 14:00 hrs

INSTRUCTIONS TO APPLICANTS

1.1 General instructions

1. A Bidder shall not be entitled to submit multiple applications.
2. The Bidder shall initiate, and actively pursue and involve itself in all investigations and enquiries, Authority feedback, information, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing high quality work as per the requirements.
3. The Bidder shall carry out the services in compliance with the provisions of this RFP. All changes necessary to ensure that the Bidder's documents conform to the intent and purpose set out in the Agreement, shall be made at the Bidder's own expense. The Bidder represents that it is a professional and experienced company providing services as mentioned in Terms of Reference, as envisaged by the Authority, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed.
4. Bidders shall be evaluated basis Evaluation Criteria specified in this document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
5. Any entity which has been barred by the Central/State Government in India or by any entity controlled by them, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit an e-Bid.
6. Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder. The Bidders shall certify the same in the Letter of Proposal - (Section 7.1).
7. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the e-Bid by paying a visit to the Authority and/or by sending written queries to the Authority before the last date for receiving queries/clarifications.
8. the Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to e-Bid or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.
9. The quoted rate shall be written in figures and words, in the event of any discrepancy between figure and words the later would override the former.
10. The Bidder shall quote financial inclusive of statutory taxes, duties, cess and levies except GST which will be paid extra by the Authority at the rate applicable on the date of invoicing.
11. The quoted rate shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any.

1.2 Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process or cancellation of the bidding process on any account.

1.3 Acknowledgement by Bidder

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

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

1.4 Availability of Bid Document

This Bid document is available on the web site http://etender.up.nic.in and to enable the Bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e- Bidder notice/ e-Bid document. The Bidder`s shall have to pay bid processing fee and EMD as mentioned in Data sheet through RTGS on addresses given in data sheet. The scanned copy of RTGS with transaction ID certified by the same bank must be enclosed along with the e-Bid. This e-Bid document fee will be non- refundable. Bid without Bid fee in the prescribe form will not be accepted.

1.5 Clarifications of e-Bid

1. During evaluation of e-Bid, the Authority may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing.
2. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet
3. However, the Authority shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the section 6 of this e-Bid document under Fraud and Corrupt Practices.

1.6 Amendment of e-Bid Document

1. At any time prior to the deadline for submission of e-Bid, the Authority may, for any reason, whether at its on iterative or in response to a clarification requested by a prospective Bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-procurement websitehttp://etender.up.nic.in, through corrigendum and form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
2. It shall be the sole responsibility of the prospective Bidder to check the web site http//etender.up.nic.in from time to time for any amendment in thee-Bid documents. In case of failure to get the amendments, if any, the Authority shall not be responsible for it.

3. To allow prospective e-Bids a reasonable time to take the amendment into account in preparing their e-Bids, the Authority, at the discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-procurement website http://etender.up.nic.in.

1.7 Preparation and Submission of Proposals

1.7.1 Language of e-Bid

The e-Bid prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged between the Bidder and the Authority shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

1.7.2 Documents constituting the e-Bid

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

1. Technical e-Bid: Technical e-Bid will comprise of:

- Fee details: Details of Bid processing fee and prescribed EMD
- Eligibility details: Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfil all the conditions of the contract.
- Technical evaluation: Details of all documents needed for Technical evaluation as mentioned in this RFP

2. Financial e-Bid: Financial Bid as per the prescribed format given in Section 8

1.7.3 Documents establishing Bidder's Qualification

1. The Bidder shall furnish, as part of its technical e-Bid, documents establishing the Bidder's qualification to perform the contract if its e-Bid is accepted. The documentary evidence should be submitted by the Bidder electronically in the PDF format.

2. The documentary evidence of Bidder's qualification to perform the contract if its e-Bid is accepted shall be as per qualification requirements specified in e-Bid document.

1.7.4 E-Bid form

The Bidder shall complete the e-Bid form and the appropriate price schedule/BOQ furnished in the e-Bid document.

1.7.5 E-Bid currency

Prices shall be quoted in percentage terms only. The curreny to be quoted is INR (indian Rupees)

1.7.6 Formats and Signing of e-Bid.

1. The Bidder shall prepare one electronic copy of the technical e-Bid and financial e-Bid separately.

2. The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter's authorization shall be supported by attaching a scanned copy of valid proof of authorization like Power of Attorney/Board Resolution etc.

1.7.7 Deadline for submission of e-Bid

E-Bid (Technical and Financial) must be submitted by the Bidder at e-procurement website http://etender.up.nic.in not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website).The Authority 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 Authority and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1.7.8 Submission of e-Bid

1. The bid submission module of e-procurement website http://etender.up.nic.in enables the Bidders to submit the e-Bid online in response to this e-Bid published by the Authority.
2. 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. Bidders should start the bid submission process well in advance so that they can submit their e-Bid in time.
3. The Bidder 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.
4. 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 only be held responsible.
5. No hard copy submission of the bid has to be made

The Bidders must follow the following instructions for submission of their e-Bid:

1. For participating in e-Bid through the e-Biding system it is necessary for the Bidders to be the registered users of the e-procurement website http://etender.up.nic.in.
2. In addition to the normal registration, the Bidder has to register with his/her digital signature certificate (DSC) in the e-Biding 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-Biding system using the user login option on the home page with the login Id and password with which he/she has registered.
   For successful registration of DSC on e-procurement website http://etender.up.nic, the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-procurement website http://etender.up.nic.in is presently accepting DSC issued by these authorities only. The Bidder can obtain user login Id and perform DSC registration exercise given above even before the e-Bid submission date starts. The Authority shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.
3. The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting and the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay offline" option available at the end of the view Bid details form. The Bidder should keep all the documents

ready as per the requirements of e- Bid document in the PDF as per formats given in the RFQ cum RFP document.

4. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the Bid fee and EMD offline payment details. After entering and saving the Bid fee and EMD details form so that "bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the Bid details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

5. Next the Bidder should upload the technical e-Bid documents for fee details (e-Bid fee and EMD), 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. The required documents for each document label of technical and financial schedules can be clubbed together to make single different files for each label.

6. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid document is digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.

7. 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.

8. Authority reserves the right to cancel any or all e-Bids without assigning any reason.

1.7.9 Late e-Bid

1. Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2. The server time indicated in the bid management window on the e- procurement website http://etender.up.nic.in will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.

3. Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder must 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 in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

1.7.10 Withdrawal and resubmission of e-Bid

1. At any point of time, a Bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing the Bidder should first log in using his/her

login id and password and subsequently by his/her digital signature certificate on the e-procurement website http://etender.up.nic.in. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the Bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.

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 may result in the forfeiting of Bidder's e-Bid security.

3. The Bidder can re-submit his/her e-Bid as 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 http://etender.up.nic.in. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-Bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-Bids documents.

4. The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

5. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

1.7.11 Authority's right to accept any e-Bid and to reject any or all e-Bids.

1. Notwithstanding anything contained in this e-Bid, the Authority reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2. The Authority reserves the right to reject any Bid if:
   - At any time, a material misrepresentation is made or uncovered, or
   - The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the e-Bid.
3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:
   - invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or
   - take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

1.7.12 Period of validity of e-Bid

1. E-Bid shall remain valid for 90 days after the date of e-Bid opening prescribed by the Authority. An e- Bid valid for a shorter period shall be rejected by the Authority as non-responsive.
2. In exceptional circumstances, the Authority may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting its e-Bid security. A Bidder granting the request will not be required nor permitted to modify its e-Bid.

1.7.13 Correspondence with the Bidder

1. Save and except as provided in this e-Bid, the Authority shall not entertain any correspondence with any Bidder or its Partners in relation to acceptance or rejection of any e-Bid.
2. Subject to Clause 2.9.7.no Bidders or its Partners shall contact the Authority on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
3. Any effort by the Bidder or by its Partners to influence the Authority in the Bid evaluation, bid comparison or contract award decisions, may result in the rejection of his Bid.

1.8 Earnest Money Deposit

1. The Bidder shall furnish, as part of its e-Bid, EMD as mentioned in the Data Sheet through RTGS / online payment on the account given in the Data Sheet. The scanned copy of the RTGS receipt of EMD with transaction ID certified by the same bank must be submitted along with the e-Bid.
2. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
3. Unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
4. The successful Bidder's e-Bid EMD will be adjusted with Performance Security to be submitted by the Bidder upon signing the contract.
5. The EMD may be forfeited:
   - If Bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Bidder on the e- bid form: or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the Bidder on the form.
   - In case of a successful Bidder, if the Bidder fails to sign the contract with the Authority.

1.9 Opening and evaluation of Bids

1.9.1 Opening of technical e-Bid by the Authority

1. The Authority will open all technical e-Bids, in the presence of Bidder`s representatives who choose to attend on the prescribed date of opening at office, BBKDA. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the date e-Bid opening being declared a holiday for the Authority, the e-bids shall be opened at the appointed time and place on the next working day.

2. The Bidder who is participating in e-Bid should ensure that the RTGS of Bid Processing Fee and EMD must be submitted in the prescribed account of the Authority within the duration (strictly within opening & closing date and time of individual e-Bid of the work as mentioned in Bid notice, otherwise, in any case, e-Bid shall be rejected.

3. The Bidders names and the presence or absence of requisite e-Bid security and such other details as the Authority at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.
4. The Authority will prepare minutes of e-Bid opening.

1.9.2 Evaluation of technical e-bid

1. Subject to confirmation of the Bid Security, the Technical Bid will be taken up for determination of responsiveness of the Bid in terms hereof.
2. The Technical Bid shall be considered responsive only if:
   a. it is received as per formats prescribed herein.
   b. it is received by the Bid Due Date including any extension thereof
   c. it contains all the information and documents (complete in all respects) as requested in this RFP;
   d. it does not contain any condition or qualification; and
   e. it is not non-responsive in terms hereof.
3. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.
4. Bidders who meet the eligibility requirements specified in Section 5 hereof shall qualify for evaluation of their Technical Bids. Bids which do not meet the eligibility as per Section 5 shall be rejected and shall not be evaluated further. The Technical Bids will then be evaluated as per the process laid in Clause 3.9.9
5. During the evaluation process of Technical Bids, the Eligible Bidders shall be invited to deliver a technical presentation. The date, time and venue for the presentation shall be communicated at a later date.
6. The Bidders who attain minimum 60 marks post the presentation and technical evaluation shall be eligible for the next stage and shall be declared as “Shortlisted Bidders”.
7. The Authority shall inform the Shortlisted Bidders, the date, time and place of opening of Financial Bid. In the event of the specified date being declared a holiday for the Authority, the Financial Bid will be opened at the appointed time and location on the next working day.

1.9.3 Opening of financial e-Bid

1. After evaluation of technical e-Bid, through the evaluation committee the Authority shall notify those Bidders whose technical e-Bids were considered non-responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e- Bids will not be opened.
2. The Authority will simultaneously notify the Bidders, whose technical e-Bids were considered acceptable to the Authority. The notification may have sent by e-mail provided by Bidder.
3. The financial e-Bids of technically qualified Bidders shall be opened in the presence of Bidders who choose to attend. The date and time for opening of financial bids will be communicated to the technically qualified Bidders subsequently after completion of

technical bids evaluation through e-mail provided by the Bidder. The name of Bidders, percentage price quoted for various items etc. will be announced at the meeting.

4. The Authority will prepare the minutes of the e-Bid opening.

1.9.4 Correction of Errors

1. Financial Bids determined to be responsive will be checked by the Authority for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
2. The amount stated in the Financial Bid will be adjusted by the Authority in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his Bid Security shall be liable for forfeiture.

1.9.5 Evaluation of Financial Bids and selection of Bidder

1. Subject to the provisions of Section 5, the Shortlisted Bidder whose Financial Bid is adjudged responsive in terms of Section 5, shall be evaluated and compared for Financial Bids by the Authority.
2. The Financial proposal will be opened and the bid having lowest financial quote will be awarded the contract.

1.9.6 Process to be Confidential

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

1.9.7 Contacting the Authority

1. No Bidder shall contact the Authority on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Authority, he/she can do so in writing.
2. Any effort by a Bidder to influence the Authority in its decisions on e-Bid evaluation, e- bid comparison or contract award may result in rejection of the Bidder's e-Bid.
3. In the event of any information furnished by the Bidder is found false or fabricated, the minimum punishment shall be debarring /blacklisting from the Authority works and legal proceeding can also be initiated.

1.10 Award of Contract

1.10.1 Award Criteria

The final Letter of Award (LoA) will be given to the selected Bidder who secures maximum marks based on the Evaluation Criteria of Bids laid in Section 5.

1.10.2 Notification of award

1. Prior to the expiration of the period of e-Bid validity, the Authority will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
2. The notification of award will constitute the formation of the contract.

1.10.3 Performance Security

EMD of the successful bidder will be considered as the security deposit and will be released after completion of the assignment. Before the contract is awarded to the Consultant, an agreement will have to be signed by the Consultant at his cost on proper stamp paper.

1) In case of a successful bidder, the performance security submitted by the bidder shall be forfeited under the following conditions:
   a) If the bidder violates any such important conditions of this RFP.
   b) If the bidder indulges any such activities as would jeopardize the interest of the Authority in timely finalization of this RFP document.
2) The decision of the Authority regarding forfeiture of PBG shall be final and not be called upon question under any circumstances. A default in such a case may involve black-listing of the bidder.

1.10.4 Signing of contract

At the same time as the Authority notifies the successful Bidder that it's e-Bid has been accepted; the successful Bidder shall have to sign the contract agreement with relevant documents. The agreement draft along with other related terms and conditions will be same as furnished in this e-Bid. Any refusal to sign the Contract shall constitute a breach of the e-Bid. The same resulting in forfeiture of security, EMD and invocation the performance Guarantee besides other legal remedies available to the Authority. The Bidder need not download and submit in hard copies of these documents.

2. PROJECT BACKGROUND

The Baghpat Baraut Khekra Development Authority (BBKDA), established in 2008 under the Uttar Pradesh Urban Planning & Development Act 1973, is responsible for the preparation and implementation of the master plan for the development area. As part of its ongoing efforts to promote sustainable development and improve the quality of life for residents, the BBKDA is pleased to invite tenders for the development of a Sensory Park in Giripur, Uttar Pradesh.

Located in the Baghpat district, which is an integral part of the National Capital Region (NCR), the proposed Sensory Park will cater to the growing needs of the local community, particularly in the context of urbanization and rapid development. The district of Baghpat, with its three tehsils - Baghpat, Baraut, and Khekra - is experiencing significant growth, driven by its strategic location, rich cultural heritage, and economic potential.

The town of Baghpat, a Municipal board in the district, is a key urban center that serves as a hub for commerce, education, and healthcare. The surrounding areas, including Giripur, are witnessing rapid development, with new residential and commercial projects being undertaken to meet the growing demands of the population. In this context, the development of a Sensory Park in Giripur will not only provide a unique recreational space for residents but also contribute to the overall aesthetic and environmental appeal of the area.

The proposed Sensory Park will be designed to provide a stimulating and therapeutic environment, incorporating a range of sensory elements, including gardens, water features, art installations, and interactive exhibits. The park will be developed with the objective of promoting social inclusion, education, and community engagement, while also showcasing the region's commitment to accessibility, sustainability, and social responsibility.

The BBKDA invites interested and eligible bidders to participate in this tender process, with the aim of selecting a qualified and experienced contractor to design, develop, and deliver the Sensory Park in Giripur, Uttar Pradesh. The successful bidder will be responsible for creating a world-class facility that meets the highest standards of accessibility, sustainability, and quality, while also reflecting the unique cultural and environmental context of the region.

3. Terms of Reference / Scope of Works:

The Baghpat Baraut Khekra Development Authority (BBKDA) invites bids from eligible contractors for the development of a Sensory Park in Giripur, Uttar Pradesh, and maintenance of the park for a period of 5 years. The park will be developed on a land parcel of approximately 7500 sqmt, and this is Phase 1 of the development of a larger land parcel.

The scope of work includes the design, development, and construction of the Sensory Park, including all the elements and components listed below:

Development Components

1. Entry & Welcome

Component	Size	Quantity
Main Gate	20’ × 8’	1
Rainbow Gate Sculpture	24’ × 15’ × 6’ depth	1

2. Parking & Utilities

Component	Size	Quantity
Wall Repair Work + Drainage	240’ × 8’	1 Stretch
Fencing	varies	3 Sides

3. Security & Basic Facilities

Component	Size	Quantity
Guard Cabin	8’ × 5’ × 9.5’H	1
Ticket Counter	4’ × 4’	1
Washrooms & Repair	20’ × 10’ each	2

4. Recreation & Utility Buildings

Component	Size	Quantity
Café	1,820 sq.ft	1
Staff Quarters	10’ × 30’ × 9.5’H	1

5. Art & Landmark Features

Component	Size	Quantity
Sculpture in Centre	varies	1
Walls Murals	8’ × 8’	15
Selfie Points	8’ × 6’	2
Sign Boards	varies	15
Seating Benches	varies	20

6. Play & Activity Zones

Component	Size	Quantity
Musical Zone elements	varies	5-6
Obstacle Course & Games	varies	20
Swings & interactive gym	varies	10-12

7. Nature & Horticulture

Component	Size	Quantity
Aviary / Bird Cage	1 Life size tree	1 zone

8. Water & Treatment Systems

Component	Size	Quantity
Water Storage Tank	10’ × 10’ × 10’H	1 unit

9. Electrical & Safety Systems

Component	Size	Quantity
Electrical Fitting + Main Electric Panel	NA	1 system
20 KVA Generator	NA	1 unit
Park Lights/ Pathway lights	NA	40+
Decorative Lights	NA	40+
Main Lights	NA	4 corners

10. Pathways & Relaxation

Component	Size	Quantity
Pathways	10,000 sq.ft	1
EPDM Flooring	8600 sq ft	1
Tactile Pathway	1’ × 1’ tile	1,000 nos.
Gazebos	varies	1

Maintenance Scope:

The contractor shall be responsible for the maintenance of the Sensory Park for a period of 5 years, including:

a. Daily cleaning and upkeep of the park
b. Maintenance of all plants, gardens, and landscaping
c. Repair and replacement of equipment, furniture, and fixtures as needed.
d. Ensuring the park is safe and accessible for all visitors.
e. Providing regular reports on maintenance activities and suggesting improvements

Deliverables:

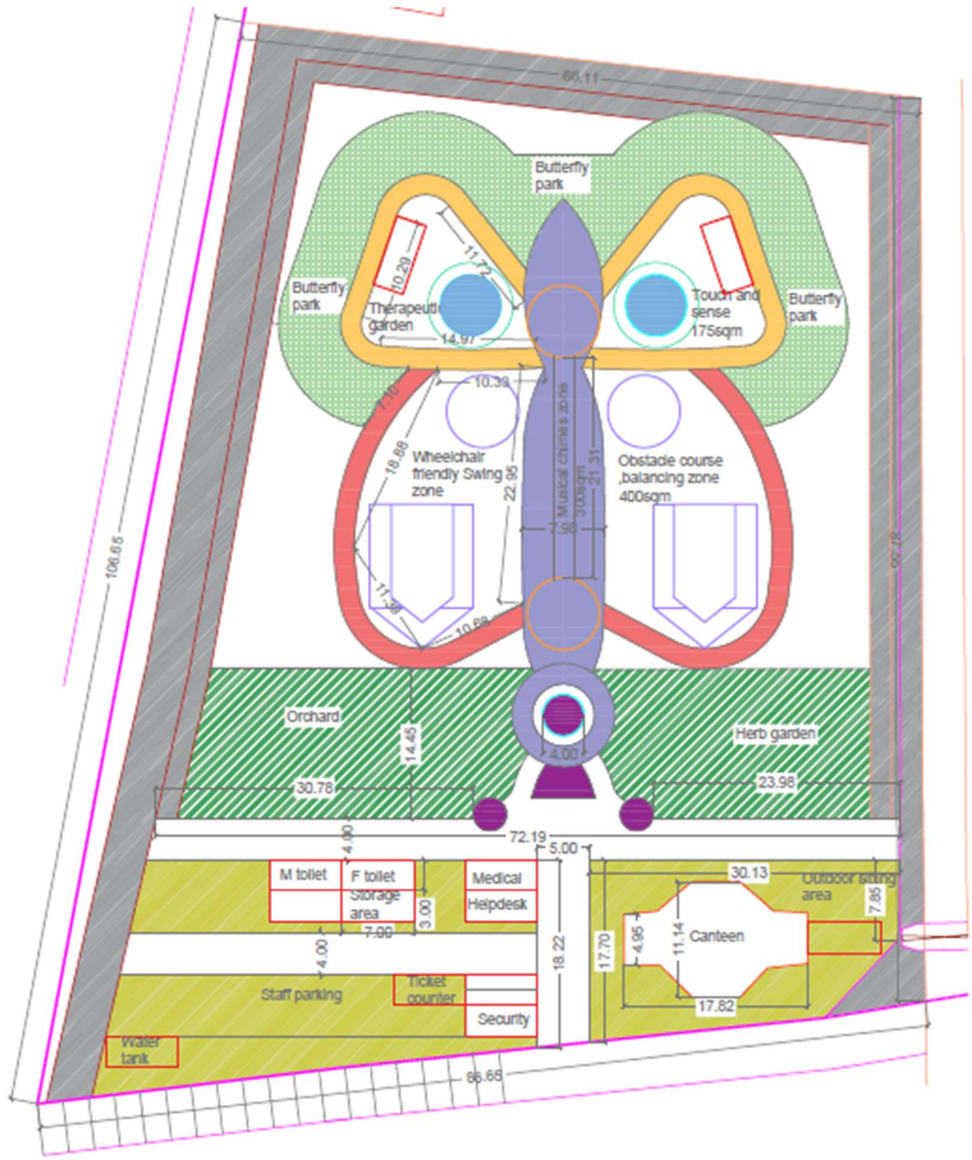
a. A fully functional and operational Sensory Park with all the elements and components listed above.
b. A maintenance plan and schedule for the 5-year maintenance period.
c. Regular progress reports and updates during the construction and maintenance phases.
d. A final completion report and handover of the park to the BBKDA

Additional Details

Location of the site:

https://www.google.com/maps/place/28%C2%B059'22.0%22N+77%C2%B012'34.9%22E/@28.9885942,77.2094217,242m/data=!3m1!1e3!4m4!3m3!8m2!3d28.989438!4d77.209703?entry=ttu&g_ep=EgoyMDI1MDgyNS4wIKXMDSoASAFQAw%3D%3D

The current development is to be done in phase 1 area only. The tentative design is as below:



Any change in design proposed needs to be approved with authority.

3.1 Timeline:

The construction of the Sensory Park shall be completed within 02 (two) months from the date of commencement. The maintenance period shall commence immediately after the completion of the handover and shall continue for 5 years.

3.2 Payment Schedule

Deliverables	Percentage Payment
Start of the work	12.00 %
Entry & Welcome -Completion of work	5.00%
Utilities - Completion of work	10.00%
Security & Basic Facilities - Completion of work	5.00%
Recreation & Utility Buildings -Delivery of materials	10.00%
Recreation & Utility Buildings - Completion of work	5.00%
Art & Landmark Features - Completion of work	13.00%
Play & Activity Zones - Completion of work	15.00%
Electrical & Safety Systems - Completion of work	10.00%
Pathways & EPDM - Delivery of materials	10.00%
Pathways & EPDM - Completion of work	5.00%
Total	100.00%

4. ELIGIBILITY AND EVALUATION CRITERIA

4.1 Pre-qualification criteria

The Bidders must carefully examine the below mentioned pre-qualification criteria. The Bidder must meet all the criteria set out in this Clause to be eligible for evaluation. The Bidder shall fulfil the conditions as mentioned below:

4.1.1 Legal Eligibility

Following are the requirements:

Sr no	**Minimum Criteria**	**Documentary Evidence**
1	The applicant should be a Proprietary / corporation/ company / Agency registered under the Companies Act. A proprietary agency, a Partnership Agency, a Limited Company, Limited Liability Partnership, a corporation, or a Registered Society.	Proof of company PAN Card. GST Certificate.
2	The Applicant should not have been blacklisted or barred from participation by any Govt./Semi Govt. Organization as on date of proposal / bid submission.	An undertaking to this effect as Tech-7 to be submitted
3	The applicant must have a registered artist in their firm.	Artisan ID card of any staff/management of the applicant issued by Ministry of Textiles, Govt of India

4.1.2 Technical Eligibility

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following projects covered under the assignments for the past 02 (two) years preceding the PDD; shall be deemed as eligible assignments ("Eligible Assignments"):

The agency shall have undertaken/completed similar assignments in the past 2 years in India. Similar assignment shall be as mentioned below:

1. Development/Redevelopment of park of an area/park/café/restaurant etc.

2. Fabrication / Installation of structures / Artefacts (Waste to wonder artefacts, new artefacts, Murals, Sculptures, etc.)

3. The applicant must have done work/s that is of national fame.

4.1.3 Financial Eligibility

The applicant shall have Annual average turnover of at least **Rs. 35 lakhs** during any one of the past 3 (Three) financial years preceding the Proposal Due Date.

The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues during each of the 3 (three) financial years preceding the PDD.

4.1.4 Other Criteria

Sr no	Criteria	Documentary proof
1	The Bidder should not have been blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar exists as on the date of the Proposal.	Undertaking as per Tech 7
2	Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder	Undertaking as per Tech 8

5. GENERAL CONDITIONS OF CONTRACT (GCC)

5.1 General Provisions

5.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a. “Agency” means any private or public entity that will provide the Services to the Client (“the Client”) under the Contract.

b. “Client” means the Authority with which the Agency signs the Contract for the Services i.e. BBKDA

c. “Contract” means the Contract signed by the Parties and all the attached documents if any

d. “Government” means the Government of the Client’s country/state

e. “Party” means the Client or the Agency, as the case may be, and “Parties” means both

f. “Personnel” means professionals and support staff provided by the Agency assigned to perform the Services or any part thereof

g. “Services” means the work to be performed by the Agency pursuant to the Contract.

5.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

5.1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5.1.4 Notices

a. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.

b. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

5.1.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Agency may be taken or executed by the officials specified in the Contract.

5.1.6 Taxes and Duties

GST/other applicable taxes shall be paid by the Client additionally on the contract amount agreed as part of this Contract.

5.1.7 Fraud and Corruption

a. Definitions: defines, for the purpose of this provision, the terms set forth below as follows:

i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
iii. "collusive practices" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

b. Measures to be taken

The Client will cancel the contract if representatives of the Agency are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;
The Client will sanction the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

5.1.8 Limitation of Liability

The Client (and any others for whom Services are provided) shall not recover from the Agency, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.
The preceding limitation shall not apply to liability arising as a result of the Agency's fraud in performance of the services hereunder.

5.2 6.2 Commencement, Completion, Modification and Termination of Contract

5.2.1 Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

5.2.2 Commencement of Services

The Agency shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

5.2.3 Expiration of Contract

Unless terminated earlier pursuant to GC Clause 7.2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

5.2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

5.2.5 6.2.5 Force Majeure

a. Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

b. No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.

The Agency will use reasonable efforts to provide the Services on-site at the Client’s offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) any of the Agency’s resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.

c. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

d. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

5.2.6 Termination

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

a. By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 7.2.6 (a). In such an occurrence the Client shall give a not less than thirty (30) days’ written notice of termination to the Agency, and sixty (60) days in the case of the event referred to in (e).

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

• If the Agency becomes insolvent or bankrupt.

• If the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

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

• If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 7 hereof.

b. By the Agency

The Agency may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 7.2.6 (b):

• If the Client fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.

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

• If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 7 hereof.

c. Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 7.2.6 (a) or 7.2.6 (b), the Client shall make the following payments to the Agency:

• payment pursuant to GC Clause 5 for Services satisfactorily performed prior to the effective date of termination.

• except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause 7.2.6 (a), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

5.3 Obligations of the Agency

5.3.1 Standard of Performance

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

5.3.2 Confidentiality

Except with the prior written consent of the Client, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

5.3.3 Documents prepared by the Agency.

All deliverable to be developed and submitted by the Agency under this Contract shall be in English language.

The Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that it owns in performing the Services. Notwithstanding the delivery of any Reports, the Agency retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Agency compiles and retains in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

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

Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

5.3.4 Accounting

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

5.4 Obligations of the Client

5.4.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Agency such assistance and exemptions as specified in the Contract.

5.4.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Agency under this Contract shall be increased or decreased accordingly under this Contract.

5.5 Payments to the Agency

5.5.1 Professional fee and Payments

The total payment due to the Agency shall be governed by the Contract Price (as determined by the financial quote in the RFP stage).

5.5.2 Terms and Conditions of Payment

Payments will be made to the account of the Agency and according to the payment schedule stated in **Section 5.7**. The contract amount shall be exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which the Client shall pay (other than taxes imposed on Agency's income generally). Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

5.6 Good Faith and Indemnity

5.6.1 Good Faith

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.

5.6.2 Indemnity

To the fullest extent permitted by applicable law and professional regulations, both the parties indemnify each other and their associates and employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the parties as part of the regular interactions or for project/s purposes.

5.7 Settlement of Disputes

5.7.1 About

This Contract shall be governed by, and construed in accordance with, the laws of India.

5.7.2 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event any dispute between the Parties arising out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

5.7.3 Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in the city of execution, India. The language of arbitration shall be English.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

5.7.4 Jurisdiction

Any dispute relating to this Contract, or the Services shall be subject to the exclusive jurisdiction of the Indian courts, to which both the parties agree to submit for these purposes.

5.7.5 Penalty & Liquated Damages

In case the consultant fails to comply to the scope of work - supervision, safety & quality control, if found negligent towards the said scope within the Contract period or extended period owing to reason attributable to consultant, liquidated damages @ 0.5% per Month of the total contract value subject to a maximum of 10% of the total contract value shall be levied of on the consultant. Competent committee/professional shall be entitled to deduct such penalty form the dues that may become payable to the consultant. Further, the agency would be liable for addition punitive actions such as cancellation of contract, banning and blacklisting in case any serious performance failure.

6. BOQ

Sr no	Description	Amount in Rs (excluding GST)
1	Development of Sensory park including all the components as mentioned in the scope of work and / or as per approval from the authority.	
2	Maintenance of the park for year 1	
3	Maintenance of the park for year 2	
4	Maintenance of the park for year 3	
5	Maintenance of the park for year 4	
6	Maintenance of the park for year 5	

Note: Maintenance amount will get approved after deduction of Ticket cost (Quarterly).

TECHNICAL PROPOSAL - STANDARD FORMS

TECH-1 Technical Proposal Submission Form

TECH-2 Financial Qualification of The Applicant

TECH-7 Blacklisting Declaration

TECH-8 Penalty Declaration

TECH-9 Power of Attorney for Signing of Application

6.1 Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [*Name and address of Client*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this a Technical Proposal, and a Financial Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment at a date mutually agreed between us.

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

Authorized Signature [*In full and initials*]:
Name and Title of Signatory:
Name of Firm:
Address:
Phone:

6.1.1 Applicant's Organization

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

6.1.2 Applicant's Experience

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment]*

Assignment name:	
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of person-months of the assignment:
Address:	Amount of consulting fee received by your firm (INR)
Start date (month/year):	Completion date (month/year):
Name of associated Agency's, if any:	No. of professional person-months provided by associated Agency:
Narrative description of Project	
Description of actual services provided by your staff within the assignment:	

6.2 Form TECH-2: Financial Qualification of The Applicant

Sr no	Financial Year	Annual Turnover
	2024-2025	
	2023-2024	
	2022-2023	

Note: No audited Financial Statements for the corresponding year has to be attached.

Name of the auditor issuing the certificate Name of the auditor’s Firm:

Seal of auditor’s Firm:

Date: (Signature, name and designation of the authorized signatory for the Auditor’s Firm

6.3 Form TECH-7: Blacklisting Declaration

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

Declaration Letter for "<insert name of the RFP>"

(To be printed on Letter Head of the Bidder)

Sir/Madam,

This is to notify you that we …………(name of the Bidder) intends to submit a proposal in response to *[insert name of the RFP]*, we also declare that ………………(name of the Bidder) has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

____

(Signature of the Authorized Person)

Name:

Designation:

6.4 Form TECH-8: Penalty Declaration

Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.

Declaration Letter for "<insert name of the RFP>"

(To be printed on Letter head of the Applicant)

Sir/Madam,

This is to notify you that ………….(name of the Bidder) intends to submit a proposal in response to *[insert name of the RFP]*, we also declare that ………….(name of the Bidder) has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

____

(Signature of the Authorized Person)

Name:

Designation:

6.5 Form TECH-9: Power of Attorney for Signing of Application

(On Non – Judicial stamp paper of Rs 100/- or such equivalent amount and document duly attested by notary public)

Power of Attorney

Know all women/men by these presents, we ………………………………………… (name and address of the registered office) do hereby constitute, appoint, and authorize Mr. / Ms…………………… ………… (name and residential address) 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 application *[insert name of the RFP]*, including signing and submission of all documents and providing information / responses to BBKDA, representing us in all matters before BBKDA, and generally dealing with in all matters in connection with our bid for the said Project.

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 ___________________________

(Signature)

(Name, Title and Address)

Accepted

…………. (Signature)

(Name, Title and Address of the Attorney)

Note:

- *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.*
- *In case the Application is signed by an Authorized Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

7. FINANCIAL PROPOSAL

(On Bidder's letter head)

[Location, Date]

To: [*Name and address of Client*]

Subject: Financial proposal for <insert RFP title>

Dear Sir/Madam,

We, the undersigned, offer to provide the services for the above in accordance with your e-Bid dated __________, and our Bid (Response to Technical Bid and Financial Bid). Our attached Financial Bid is as uploaded on e-bid portal in the .XLS format [inclusive of statutory taxes, duties, and levies during the contractual period except GST which will be paid extra by the Authority at the rate applicable on the date of invoicing, amount in words and figures].

We understand that the Authority reserves the right to negotiate the Financial Bid for the services as a whole or for individual tasks of the services.

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e. 90 days from the date of submission of the e-Bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Signature:

Name and title of Signatory:

Name & address of the Bidder