



Government of Uttar Pradesh

e-Stamp

UPH/12016348793X
ACC NAME - MATA PRASAD
STAMP VENDOR
LICENCE No. - 18
ESTAMPING ACC76-UPH/12016348793X
CO-LECTORATE AGRA (UP)

Certificate No.	: IN-UP44128856348793X
Certificate issued Date	: 11-Jan-2025 12:07 PM
Account Reference	: NEWIMPACC (SV)/ up14321004/ AGRA SADAR/ UP-AGRI
Unique Doc. Reference	: SUBIN-UPUP1432100485251398280381X
Purchased by	: CEO AGRA SMART CITY LIMITED
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: CEO AGRA SMART CITY LIMITED
Second Party	: PANKAJ SCANNING AND PATHOLOGY RESEARCH CENTRE PVT
Stamp Duty Paid By	: CEO AGRA SMART CITY LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Agreement

Today on this date 21.01.25, this agreement is executed between

Part 1: Agra Smart City Ltd. (ASCL) having its registered head office at Building of Agra Nagar Nigam, M G Road Agra through its Chief Executive Officer, (here in after called as Authority/Client)

And

Part 2: Pankaj Scanning and Pathology Research Centre Pvt. Ltd., having its registered office at Address E-14,15 Shopping Arcade Sadar Bazar, Agra, E-Mail ID – pankajmahinderu@gmail.com (here in after called as Agency/Licensee/Concessionaire)

It is evident that the maximum quoted bid for the project, "AGENCY REQUIRED TO RUN CAFÉ, BOOK STORE, PARKING, ADVERTISEMENT AND EVENT MANAGEMENT AT QUEEN EMPRESS MARY LIBRARY AT SADAR BAZAR AGRA (3rd Call)" has been received from Pankaj Scanning and Pathology Research Centre Pvt. Ltd., approval for the said project after due tendering

For Pankaj Saxena And Pathology
Research Center Pvt. Ltd.

Director

G. M. (Project)
Anra Smart City Ltd

Addl. C.E.O.

Agra Smart City Limited

procedures was obtained on 09-01-2025 for the License Fee per month Rs. 2,51,000.00 (2,96,180.00 with GST) Which will be payable in favor of Agra Smart City Limited and LOI was issued to Pankaj Scanning and Pathology Research Centre Pvt. Ltd via Letter no. 742/ASCL/2024-25, Dated 09.01.2025

That the Agency/Licensee/Concessionaire, along with his representatives and successors have themselves bound through this agreement wherein, he has agreed and signed all the terms and conditions of Agra Smart City Ltd, as written in the document and that both parties have signed, is related to it.

1. That the Agency/Licensee/Concessionaire has submitted Performance Security as per Clause no. 1.2.18 Rs. 15,00,000.00 via FDR No. 581028, Dt. 10.01.2025 pledged in the name of Chief Executive Officer, ASCL as security deposit to Agra Smart City Ltd. in order to regularize the work under this contract. The responsibility of validity of the same shall be that of the Licensee/Contractor.
2. The operation of the café, bookstore, parking, advertisement, and event management at Queen Empress Mary Library, Sadar Bazar, Agra, will commence either from the date of signing of the agreement or as per the directions of the Chief Executive Officer, Agra Smart City Ltd.
3. It will be mandatory to deposit the monthly license fee by the 7th of the every month. This payment schedule must be adhered to consistently thereafter.
4. This agreement is valid for 10 years from signing date of this agreement.
5. This agreement (extendable on mutual basis for 5 years with 10% escalation) for developing, operating, and maintaining the premises. The period of contract is extendable depending upon the performance.


Pankaj Scanning and Pathology
Research Centre Pvt. Ltd.
Director


G. M. (Project)
Agra Smart City Ltd.


Addl. C.E.O.
Agra Smart City Limited

1. Data Sheet

1	Name of the Bid	AGENCY REQUIRED TO RUN CAFÉ, BOOK STORE, PARKING, ADVERTISEMENT AND EVENT MANAGEMENT AT QUEEN EMPRESS MERRY LIBRARY AT SADAR BAZAR AGRA (3rd Call)
2	Time-period of contract	10 years (extendable for 5 years based on the performance of the agency and mutual consent) with 10% Rent escalation
3	Method of selection	QCBS.
4	Minimum Rent	2.5 lakh per month excl. GST
5	Ernest Money Deposit	Refundable amount of Equal to 3 Months of Quoted Rental amount or minimum INR 7,50,000.00 excl. tax/GST etc. Payable to "Chief Executive Officer Agra Smart City Limited" in the form of FD/ Bank Guarantee(BG) only. EMD should be valid up to 225 days from the last date of bid submission. Scan copy of the Receipt of the deposit with Transaction No., date, Name of Bank & Branch, Account No., Shall have to be uploaded in e-procurement portal "https://etender.up.nic.in" at the time of Bid submission. No interest is payable to the Bidders on Bid Security deposited with the Bid Inviting Authority for the Bid. There is no exemption of Bid security for MSME.
6	Tender Processing Fee	Non-refundable fee of INR 5,000 + GST 18% Account Details: Name of Beneficiary: Agra Smart City Limited Bank: HDFC Bank A/c. No.: 50100585322667 RTGS/ NEFT/ IFS Code: HDFC0000121
7	Security Deposit	Equal to 06 Months of Quoted Rental Amount or minimum INR 15,00,000 /- (Rs 15 lakh only) excl tax/GST etc
8	Name of the Authority's official for addressing queries and clarifications	Chief Executive Officer, Agra Smart City Limited Address: AGRA NAGAR NIGAM CAMPUS NEAR SURSADAN, M.G. ROAD, AGRA-282002 Agra. E-mail: agrasmartcitylimited@gmail.com Contact: 9737708222 Website: http://etender.up.nic.in
9	Validity Period	90 days from Proposal Due Date
10	Consortium/JV	Allowed (with maximum of three partners. Lead partner should have minimum 51% and no bidder should have less than 13 %.)
11	Schedule of Bidding Process	
	Task	Key Dates
	Bid Start Date	21.12.2024 at 12:00 Hrs.
	Proposal Due Date (PDD)/ Bid End Date	28.12.2024 till 15:00 Hrs.
	Opening of Technical	28.12.2024 after 16:00 Hrs.
	Concept Presentation	To be communicated
	Opening of Financial Bid	To be communicated

Section 1: Letter of Invitation

1. The Agra Smart City Ltd. (hereinafter called "Employer") is inviting proposals for Request for Proposal Document for Selection. Agency required to run café, book store, parking, advertisement and event management at Queen Empress Merry Library at Sadar bazar Agra
2. More details on the services are provided in the Terms of Reference in this RFP document and qualification requirement is at Instructions to Bidders.
3. ~~BIDDER will be selected under "Quality and Cost Based System (QCBS)" and procedures described in this RFP.~~

For Pankaj Scanning Research Centre Pvt. Ltd.

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Director

G. M. Agra Smart City Ltd.

Chief Executive Officer (CEO)
ASCL

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Addl. C.E.O.
Agra Smart City Limited

Section 2 - Instructions to Bidders (Part 1)

1. General instructions

1.1.1 Number of Proposals and respondents

1. No Bidder shall submit more than one (1) Proposal, in response to this RFP.
2. The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.
3. A Bidder applying individually shall not be entitled to submit another Proposal.
4. A Bidder shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.

1.1.2 Proposal preparation cost

1. The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
2. Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
3. All papers submitted with the Proposal are neither returnable nor claimable.

1.1.3 Right to accept and reject any or all the Proposals

1. Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
2. Authority reserves the right to reject any Proposal if:
 - i. At any time, a material misrepresentation is made or discovered, or
 - ii. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
 - iii. The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

1.1.4 Clarifications

1. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Bid Meeting.
2. Bidders requiring any clarification on the RFP may send their queries to the Client by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification:

"Queries/Request for Additional Information concerning RFP to undertake:

For Pankaj Scanning And Pathology
Research Centre Pvt. Ltd.

For Pankaj Scanning And Pathology
Research Centre Pvt. Ltd.

Director

Director

G. M. (Project)
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3. The Client shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The Client will post the reply to all such queries on the Official Website.
4. The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 1.1.4 shall be construed as obliging the Client to respond to any question or to provide any clarification.

1.1.5 Amendment of the RFP

1. At any time prior to the Proposal Due Date (PDD), the Authority, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Authority shall not be responsible for failure to get/download the amendments.
2. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Authority may, at its own discretion, extend the PDD Data identification and collection.
3. It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
4. It would be deemed that by submitting the Proposal, the Bidder has:
 - i. Made a complete and careful examination and accepted the RFP in totality.
 - ii. Received all relevant information requested from Authority and:
 - iii. Made a complete and careful examination of the various aspects of the Indicative Scope of Work.
5. Authority shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

For Pankaj Scanning And
Research Centre Pvt. Ltd.

(S)

Director

Karan

Director

G. M. (Project)
Agra Smart City Ltd.

For Pankaj Scanning And Pathology
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(S)

Director

Karan

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2. Preparation, submission, opening & acceptance of Proposals/e-bids

1.2.1 Language and currency

1. The Proposal and all related correspondence and documents should be written in the English/Hindi language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English/Hindi language. Supporting materials, which are not translated into English/Hindi, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English/Hindi language translation shall prevail.
2. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

1.2.2 Proposal validity period and extension

1. Proposals shall remain valid for a period of as mentioned in the data sheet from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of validity, if required. Authority reserves the right to reject any Proposal, which does not meet this requirement.
2. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

1.2.3 Format and signing of Proposals

1. The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
2. Bidders should provide all the information as per the RFP and in the specified formats. Authority reserves the right to reject any Proposal that is not in the specified formats.
3. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

1.2.4 Submission of e-bid/Proposal

1. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Authority. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.
2. The Bidders have to follow the following instructions for submission:
 - i. For participating through the e-tendering system, it is necessary for the Bidders to be registered users of the e-procurement website <http://etender.up.nic.in>. The Bidders must obtain a user login ID and password by registering themselves with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.

For Pankaj Scanning and Pathology
Research Centre Pvt. Ltd.
Director

Kumar
Director
G. M. (Project)
Agra Smart City Ltd.

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- ii. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
- iii. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Authority shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
- iv. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
- v. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- vi. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.
- vii. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSCs of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- viii. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.

ix. Authority reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

For Further Scanning and Printing

For Further Scanning and Printing

Research Centre Pvt. Ltd.

Director

Director

Director

Kumar

G. M. (Project)
Agra Smart City Ltd.

Addl. C.E.O.
Agra Smart City Limited

1.2.5 Deadline for submission

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

1.2.6 Late submission

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

1.2.7 Withdrawal and resubmission of Proposal

1. At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.
2. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.
3. The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login ID and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.

For Pankaj Scanning And Pathology

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4. The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

1.2.8 Verification and Disqualification

1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
 - a. At any time, a material misrepresentation is made or uncovered, or
 - b. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. 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:
 - a. Invite the remaining Bidders to submit their Bids in accordance with Section 3 and 4; or
 - b. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
 - c. Bidders are hereby informed that any technical bids containing financial bid information will be summarily rejected. Bidders are strictly instructed to ensure that financial bid details are not included in the technical proposal submission.

1.2.9 Selection of the Bidder

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

1.2.10 Proposal opening

1. After the technical evaluation, the Authority shall prepare a list of prequalified Bidders in terms of Section 4 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.

For Pankaj Research And Pathology
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G. M. (Project)

Agra Smart City Ltd.

Addl. C.E.O.

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2. Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
3. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

1.2.11 Confidentiality

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

1.2.12 Tests of responsiveness

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

1.2.13 Clarifications sought by Authority

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

1.2.14 Proposal evaluation

1. Submissions from Bidders would first be checked for responsiveness as set out in Clause 1.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Eligibility Criteria set out in Clause 8 of this RFP.
2. The Proposal containing the Technical Details in Clause 10 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

For Fankai Scanning And Pathology
Research Centre Pvt. Ltd.
Director

Kumar
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1.2.15 Earnest Money Deposit

1. The Bid document should be accompanied with an Earnest Money Deposit (EMD) as mentioned in the data sheet of this document.
2. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority.
3. For unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
4. For successful Bidder's e-Bid EMD will be returned after submission of Security Deposit and signing of the contract.
5. The EMD may be forfeited:
6. a) 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.
b) In case of a successful Bidder if the Bidder fails to sign the contract with the Authority.

1.2.16 Award Criteria

1. The final Letter of Award (LoA) will be given to the selected Bidder as the successful bidder as Eligibility & Evaluation Criteria of Bids laid in Section 4 of this bid document.
2. The Authority will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.

1.2.17 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.

1.2.18 Performance Security

1. Prior to award of contract, to fulfil the requirement of Security Deposit during the implementation period, the successful Bidder will deposit Security Deposit Equal to 06 Months of Quoted Rental Amount or minimum INR 15,00,000 /- (Rs 15 lakh only) excl tax/GST etc. the form of FDR drawn on any Scheduled or Nationalized Bank in favour of ASCL valid for two months after completion of the Project or a bank guarantee drawn in any Scheduled or Nationalized Bank in favour of ASCL valid for two months after completion of the Project.

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

For Pankaj Scanning And Research Centre Pvt. Ltd.

Director

G. M. (Project)
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Agra Smart City Limited

Terms of reference

3. Disclaimer

The information contained in this Request for Proposal document ("RFP document") or subsequently provided to Applicant(s), whether verbally or in documentary or in any other form, by or on behalf of Agra Smart City Ltd. or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided in writing.

This RFP document is intended to be and is hereby issued only to the prospective Applicants. The purpose of this RFP document is to provide the Applicant(s) with information for Agency required to run café, book store, parking, advertisement and event management at Queen Empress Merry Library at Sadar bazar Agra. This RFP document does not purport to contain all the information that each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the Agra Smart City Ltd., its employees or advisors to consider the investment objectives, financial situation and particular needs of each Applicant who reads or uses this RFP document. The assumptions, assessments, statements and information contained in the RFP document may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and where necessary obtain independent advice from appropriate sources. The Agra Smart City Ltd., its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP document.

Information provided in this RFP document to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Agra Smart City Ltd. accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

The Agra Smart City Ltd. also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP document.

The Agra Smart City Ltd. may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document before the last date of bid submission.

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Director

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The issue of this RFP document does not imply that the Agra Smart City Ltd. is bound to select an Applicant or to appoint the selected Applicant or Concessionaire, as the case may be, for the Project and the Agra Smart City Ltd. reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

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

Bidding Process.

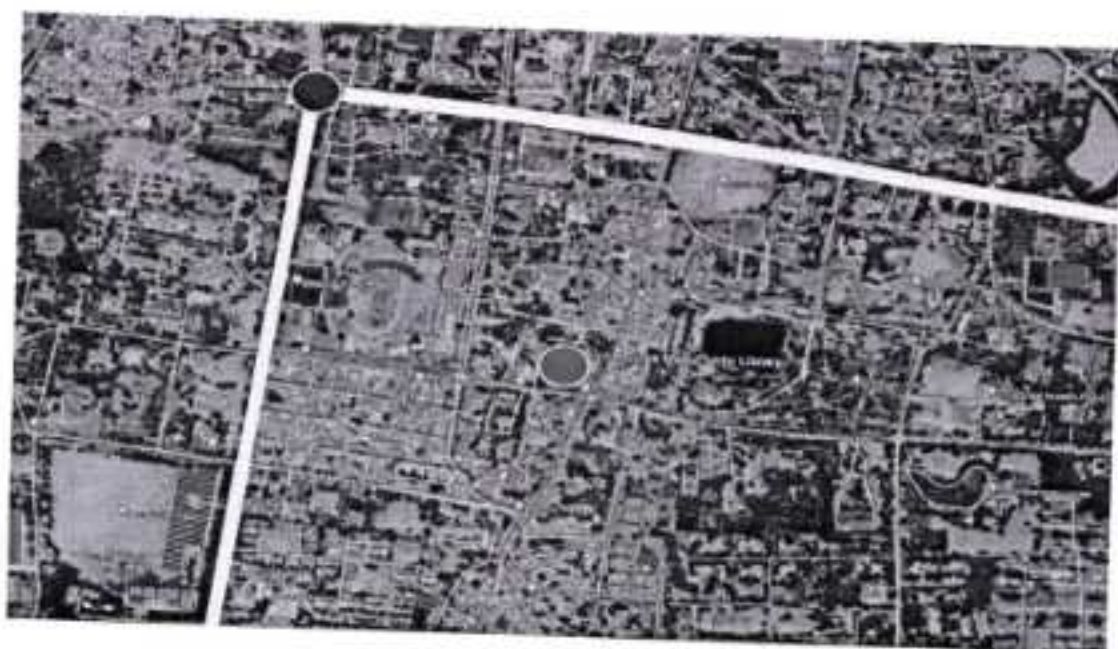

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4. Site Details

1.4.1 Site Location

Site Coordinates:



Please Note: The location mentioned for the Queen Mary library is tentative, and the Agra Smart City Limited reserves the right to change the location as deemed necessary for the Request for Proposal (RFP) process.



- Location Agra South, Zone-5
- Agra Cantonment Area
- Adjacent to Shahzadi Mandi
- Eklayya Stadium in West

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- Tajganj Area in the East
- Accessibility 500M from the Mall road
- 500M from the NH-21
- 1000M from the VGN Avantibal Lodhi Circle
- Description Ownership: Unknown (Cantonment Board Most likely)



5. Scope of services of Concessionaire:

1. **Library premises:** The concessionaire shall develop a comprehensive plan to manage the flow of visitors within the library premises, ensuring efficient movement and accessibility to different sections and amenities. It is the responsibility of the concessionaire to keep the premises clean. Electric connection/ consumption will be in the scope of concessionaire. All other charges like water charges etc is in the scope of the concessionaire.
2. **Development of Garden Area and Parking Space:** The concessionaire will be responsible for enhancing and maintaining the garden area and paid parking facilities, creating a welcoming and historically accurate environment that complements the British era library building. The concessionaire should create a plan for seamless entry and exit. The concessionaire is free to fix parking charges of 2/3/ 4wheelers for hourly/ daily or monthly basis. The concessionaire should mark the area for different type of parking. A proper record should be kept.
3. **Book Store:** The concessionaire will be responsible for developing Area for book store. All the furniture and shelf for books and stationeries will be in the scope of the concessionaire.
4. **Utilization of Outdoor Green Area and area demarcated inside the building:** Outdoor green spaces shall be utilized for event management like hosting art exhibitions, book fairs.
5. **Fire Safety Measures:** Installation of fire-fighting equipment, smoke detectors, and other safety measures will be mandatory to safeguard the premises and its occupants against fire hazards.
6. **Security Systems:** Implementation of CCTV systems, security interlocking systems, and electronic anti-burglary and alarm systems will be essential to maintain the security and integrity of the library, seamlessly integrated with the Victorian-era architecture.
7. **Tailored Lighting Levels:** Maintaining tailored lighting levels in the whole area areas will be crucial to provide a comfortable and conducive environment, in line with the historical ambiance.
8. **Furniture Design and Layout:** Introduction of furniture as per approved design and layout will enhance the aesthetics and functionality of the premises, ensuring it aligns with the Victorian era theme while providing comfort and usability for visitors.
9. **Premises Redevelopment:** The entire premise is being renovated with basic civil work, electrical works, plumbing works, Road repair, Boundary wall construction and erection of entry and exit gates by Agra Smart City Limited. The concessionaire shall be handed over the renovated site for development of bookstore, café etc. The concessionaire shall design the premises including the outdoor green area, roads, and inside of the building. The indicative development of the building is shown in below drawing. The tentative area for the redevelopment is given below. The reading area and bookstore may have different set of books. Users shall be permitted to get their own books to the reading area. The concessionaire to get written approval from the authority / client of the design proposed. Post approval from authority, the concessionaire shall start the development works
10. **Café Development:** It is up to the concessionaire to design and develop a café, provide seating areas, kitchen facilities, and storage space, all designed to reflect the charm and sophistication of Victorian-era establishments. The concessionaire can design the café as outdoor with prior approval of design from the client. The concessionaire can also use modern techniques of café which are more environments friendly. The concessionaire should run cafe with strict hygiene and waste management rules to be followed



11. **Technology Integration:** Leveraging modern technologies while maintaining the Victorian aesthetic will be essential to enhance the library experience (Eg: Installation of Information kiosks next to a British era window)
12. **Reporting Requirements:** The concessionaire must submit monthly reports to the authority on book selling, cafe usage, financial performance, maintenance activities, and other relevant metrics, ensuring transparency and accountability.
13. **Event Hosting in Outdoor Areas:** The garden and outdoor areas may be licensed out for educational public events, such as book release events, book fair etc related to educational objectives. The exhibition can also be done for fine arts like painting exhibition, etc with prior approval from the Client.
14. **Restrictions on Usage:** Under no circumstances shall any part of the library premise be permitted for conducting coaching classes or lectures or any other activity which is commercial in nature. Liquor and narcotics is strictly prohibited in premises. If such type of article found in premises authority can take strict action against Licensee and may lead to termination of the contract.
15. **Preservation and Conservation:** The concessionaire shall not make any structural changes to the library premises during the operation phase, and should be in line with existing building features.
16. **Visitor Facilitation:** The concessionaire shall arrange to have a facilitation centre at the entrance/ reception area to disseminate information about the library building and its facilities.
17. **Educational Initiatives:** Develop and implement educational initiatives and programs catering to diverse age groups and interests, including workshops, seminars, and educational outreach activities in collaboration with local educational institutions in the open area.
18. **Advertisement:** under the premises licensee can do commercial advertisements but make sure it shall not be related to Liquor, narcotics, vulgarity etc. Licensee will be sole responsible for any unlawful activity
19. **Event Management:** The concessionaire shall be responsible for every event. Make sure the event shall not been vulgar, alcoholic, commercial in nature like birthday party, anniversary, marriage party etc. Licensee will be sole responsible for any unlawful activity
20. **Staff Personals:** The concessionaire shall be responsible deploy manpower as per requirement and submit staff details with qualification to the authority. also ensure that the working personals be available always in proper uniform/dress
21. **License Fee Payments:** The concessionaire shall pay the quoted license fee in advance on or before the 7th date of the first month (First month being the month in which the operations begin). In addition to the license fee the concessionaire is obligated to remit the quoted percentages of the revenues earned through events, exhibitions and educational festivals at the library along with the yearly fee.
22. **Cleanliness and upkeep:** The concessionaire is obligated to always keep the library premises neat and clean and pay utility bills (water supply, sewerage, electricity and solid waste management) for the duration of contract for all amenities except Library.
23. **Other works:** Any other modification or repair works in the premises to be done after written approval from the client.



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Director

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6. Specific Conditions of the Contract

The property will be available for 10 years (extendable on mutual basis for 5 years with 10% escalation) for developing, operating, and maintaining the premises. The period of contract is extendable depending upon the performance of the selected Agency. There are some specific conditions of this contract, which are as follows:

1. The licensee shall not allow any non-permissible activities, creating nuisance and or damage to neighbouring structures, buildings, and activities.
2. The Licensee will be responsible for all statutory compliances / approvals from relevant authorities for Advertisement, event management, Parking, café and book store cum exhibition centre.
3. The Authority will remain to be the rightful owner of the Geological Properties. The licensee will not encroach additional land parcel and will confine its operations to the allotted land.
4. The Licensee shall arrange for required electric / water/ irrigation facilities for maintaining the property in front, gardening, construction, or any other works prescribed in the scope of work and shall seek desired approval from the Authority for the same and shall bear all associated one time and recurring costs. Any support required for obtaining the required utilities will be provided by the authority.
5. The Licensee shall be solely responsible for the payment of all utility charges associated with the library, including but not limited to water supply, electricity bills, and any other operational expenses.
6. The Licensee shall be responsible for the safety and security of the area, existing and new infrastructure, trees, electric and other utilities. The licensee shall bear the expenditure for provisions of safety measures.
7. The Licensee shall be responsible for the cleanliness, maintenance, and upkeep of the entire site and shall bear the costs associated with the same. The Licensee shall comply will all guidelines and directions of CLIENT regarding Solid waste management, composting, and proper disposal of wet waste and dry waste or any other guidelines prevailing in the future.
8. The property should be kept open from 10:00 am to 10:00 pm every day. The licensee may request CLIENT for the requirement of any change in the time schedule.
9. The selected agency shall cooperate with CLIENT for co-branding efforts as directed, ensuring that all promotional and branding materials align with CLIENT's guidelines and objectives.
10. The Licensee is responsible for obtaining all necessary safety standard approvals from relevant authorities before the commencement of the. This includes but is not limited to fire safety, structural safety, and emergency preparedness.
11. The Licensee shall, within the bounds of the law, procure all requisite licenses, permits, and No Objection Certificates (NOCs) from the pertinent government departments and authorities, adhering strictly to legal requirements. This shall include but is not confined to, the procurement of licenses and NOCs from the government authority responsible for overseeing such establishments, compliance with the Trade and Shop Act, securing labour licenses in accordance with labour laws, obtaining food licenses to meet food safety regulations, acquiring fire and safety licenses and NOCs, obtaining any necessary "Yantrik" (machine operator) licenses, and securing aviation NOCs in situations involving airport

airspace or other aviation-related considerations. The agency shall meticulously ensure full compliance with all licensing and NOC prerequisites, encompassing the assumption of all associated financial expenses. In cases of non-compliance with these regulatory obligations, the agency shall bear all legal and financial consequences in accordance with prevailing laws and regulations.

12. The Licensee must possess a valid Food Safety and Standards Authority of India (FSSAI) certificate or source food items exclusively from suppliers holding FSSAI certificates. Compliance with food safety regulations is non-negotiable.
13. Alcohol and smoking or any intoxicant are not allowed within the premises. This prohibition is in line with CLIENT's commitment to maintaining a family-friendly and safe environment.
14. Before the execution of any components, the Licensee shall conduct a thorough structural and safety vetting of all proposed installations. This process shall include a comprehensive assessment by qualified structural engineers to ensure the integrity and stability of all structures, including but not limited to towers, platforms, and safety barriers. Additionally, a safety audit shall be performed to verify that all safety features and equipment, such as emergency exits, harnesses, and protective barriers, are in compliance with relevant regulations and standards. The agency must obtain formal approval from competent authorities following this vetting process.
15. The agency is responsible for operating and maintaining clean and accessible toilet facilities for patrons, ensuring compliance with sanitation regulations.
16. The agency is responsible for providing and managing parking facilities for Library free of cost. In the event that CLIENT designates a parking space, additional charges will apply, paid in addition to the License fee. The agency must comply with all relevant regulations, implement necessary traffic management measures, and promptly address any parking-related issues or complaints.
17. The Licensee is required to strictly adhere to all CLIENT norms and regulations. Any violations or misconduct during the operations will result in penalties ranging from ₹5,000 to ₹50,000 or any higher amount as deemed fit by the client, per incident determined based on the severity of the infraction, at the discretion of CLIENT. Penalties will be formally communicated to the agency and must be remitted within the specified timeframe. Repeated violations may lead to contract suspension or termination.
18. The Licensee shall indemnify and hold harmless the project owner from any legal liabilities arising from accidents, injuries, fatalities, or property damage during the provision of services.
19. Client holds the right to check and verify the premise, infrastructure, trees, and plants or the progress of the other development and management works, as prescribed in the scope of work, and at locations as directed by Client at any point in time. The site plan should be in response to the existing trees on site. Cutting of trees will not be allowed.
20. The licensee shall be responsible for the safety and security of hardware and software related to the activity.
21. The licensee shall have to follow all guidelines/orders by CLIENT and other competent Authority, issued from time to time.



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22. At the end of the license period, the developed site should be in proper condition as it was at the start of the project.
23. The licensee agency will be liable to pay a heavy penalty, legal action, and blacklisting if found to be violating any of the conditions mentioned in this RFP.
24. The Licensee shall be responsible for securing comprehensive insurance coverage for all their staff, client and visitors participating in the activity. This insurance shall provide coverage for injury, accident, or any other casualty that may occur during their visit. The agency shall bear the cost of this insurance and shall ensure that all visitors are adequately covered.
25. In the event of any casualty or accident involving a visitor, the agency shall promptly initiate the insurance claim process. The Licensee shall be responsible for facilitating and coordinating the insurance claim on behalf of the affected visitor(s). Any insurance proceeds received as a result of such claims shall be utilized for covering the medical expenses, compensation, or other costs related to the incident, and the agency shall ensure that visitors receive fair and timely compensation as per the terms of the insurance policy.
26. The selected Licensee must serve for a minimum of three (3) years during the contract period; failure to meet this requirement will result in the forfeiture of the Performance

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7. Milestones

#	Milestone	Timeline
1	Submission of Performance Security Amount of INR 15,00,000 (Five Lakhs Only)	Within 15 days after issuance of work order
2	Submission of Final Development Proposal / Design for approval	Within 15 days after issuance of work order
3	Completion of development works on site	Within 01 months after issuance of Work Order

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Eligibility and Technical Evaluation criteria

8. Eligibility criteria

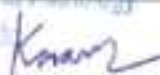
The Bidders must carefully examine the below mentioned pre-qualification criteria. The Bidder has to meet all the criteria set out in this Clause to be eligible for evaluation. The Bidder shall fulfil the conditions as mentioned below.

The bidder shall submit all the undertakings mentioned herein below table and in annexures.

S. No.	Criteria	Documents to be submitted
1	The Bidder should be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008 or a Proprietorship or register under GST	Registration certificate in case of a Private Limited or a Limited Liability Partnership. In case of sole proprietor, necessary document to be provided
2	The minimum average annual turnover over any three consecutive financial years out of the last four financial years shall be 100 lakh	CA certified turnover certificate on CA letterhead with UDIN
3	Bidder should have active PAN and GST registration	PAN and GST documents of the firm
4	Active ESI & EPF Registration Certificate	Relevant documents which proves active validity
5	Declaration that the tenderer should not have any non-performing contracts during last 5 years. The tenderer shall disclose details of any ongoing litigations along with scope of work, value of work, reason for litigation and status	Undertaking as per format
6	Declaration for not being barred/blacklisted by the Central Government, any State Government, a statutory authority or a public sector on the date of proposal submission	Undertaking as per format
7	Joint Venture	Allowed with maximum of three partners. Lead partner should have minimum 51% and no bidder should have less than 13%.

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9. Technical Evaluation Criteria

Eligible Bidders will be called for technical presentation and will be evaluated on their previous experience and expertise, financial and technical capability, Proposed activities, Financial Model, Teaming, and proposed methodology. The date and time for the same will be communicated later. Only bidders having 60% score in the technical presentation will be considered for financial evaluation.

Sr No	Criteria	Marks Obtained
1	Company 3 years old	5 Marks
2	Company 5 years old	10 Marks
3	Company 10 years or more old	15 Marks
Turn Over		
1	Turn-over 0.5 - 1 Crore	5 Marks
2	Turn-over 1-3 Crore	10 Marks
3	Turn-over more than 3 Crore	15 Marks
Past Experience		
1	Book Store/Cafe/Parking/Advertisement/Event management	5 Marks
2	Event management + café /combination of any two chain	10 Marks
3	Book store + parking + café + advertisement	20 Marks
4	Running Library + Cafe Chain(Like CCD, Starbucks, Barista, etc.)	30 Marks
5	Cafe Chain(Like CCD, Starbucks)	20 Marks
Net Worth		
1	Up to 1 Crore	5 Marks
2	1-3 Crores	10 Marks
3	More Than 3 crores	15 Marks
No of Staff on permanent Roll		
1	Up to 5	5 Marks
2	5-10	10 Marks
3	More Than 10	15 Marks
Presentation		
1	Presentation	20 Marks

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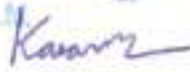
10. Financial Evaluation

The Bidder shall be selected under QCBS with **Highest Cost Basis (H1)** with procedures described in this RFP.

1. The Bidder shall be selected under QCBS with Highest Cost Basis (H1) with procedures described in this RFP.
2. Financial Tender will be evaluated on the basis of the yearly License Fee quoted by the tenderer. Note: Minimum cost per month to be quoted is Rs 2.5 Lakhs (Two Lakhs Fifty Thousand only). Bidder quoting less than the mentioned amount will be rejected.

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General Conditions of Contract (GCC)

11. General Provisions

1.11.1 Definitions

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

- a) "Agency/Licensee/Concessionaire" means any private or public entity that will provide the Services to the Client ("the Client") under the Contract.
- b) "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- c) "Authorized Representatives" shall have the meaning set forth in Clause 1.5 of Annexure B
- d) "Bidder" means any private or public entity that will provide the Services to the Authority ("the Client") under the Contract.
- e) "Client" means the Authority with which the Bidder signs the Contract for the Services
- f) "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any
- g) "Confidentiality" shall have the meaning set forth in Clause 3.3 of Annexure B
- h) "Licensee" means the successful bidder with whom the contract shall be or has been signed
- i) "Eligibility" shall have the meaning set forth in Clause 4.1 of the RFP
- j) "EMD" Earnest Money Deposit
- k) "Government" means the Government of the Client's country/state
- l) "Key Dates" shall mean the dates mentioned in the Data Sheet
- m) "License" means the licensing rights granted by ASCL to the Selected Bidder for activities on the Assigned Licensed Space, based on the terms and conditions of the License Agreement.
- n) "Licensee" means the Selected Bidder, who has executed the license agreement with ASCL pursuant to bidding process.
- o) "License Fee" means the amount payable by the licensee to ASCL as per rates offered by the Selected Bidder for utilization of licensed space and accepted by ASCL, including with other payable charges and any kind of Central or State Taxes, local levies, statutory dues, etc. as per prevalent law.
- p) "License Period" means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the date of this Agreement.
- q) "Licensed Space" means the specified space(s) at Agra handed over by ASCL to the licensee under and in accordance with this License Agreement.
- r) "LOA" Letter of Award
- s) "Party" means the "Client or the Bidder" as the case may be, and "Parties" means both of them
- t) "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof
- u) "Proposal Due Date" or "PDD" shall mean the date as specified in the Data Sheet



- v) "Proposal Validity Period" shall mean the number of days for which the proposal shall be called valid post bidding till the signing of contract (the number of days are as mentioned in the Data Sheet)
- w) "RFP" means Request for Proposal i.e. It is a document that solicits a proposal, made through bidding process, by an agency or Authority interested in procurement of a commodity, service, or valuable asset.
- x) "Scheduled Bank" means Banks specified in the RBI Act, 1932
- y) "Services" means the work to be performed by the Bidder pursuant to the Contract.
- z) "days" means calendar days
- aa) "weeks" means calendar weeks
- bb) "months" means calendar months

1.11.2 Law Governing Contract

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

1.11.3 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.

1.11.4 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 or any other authorized representative as decided by Authority and communicated to the Agency.

1.11.5 Taxes and Duties

GST/other applicable taxes shall be paid by the Agency in addition to License Fee as per applicable rates.

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1.11.6 Fraud and Corruption

- a) Definitions: defines, for the purpose of this provision, the terms set forth below as follows:
- b) "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.
- c) "Fraudulent practice" means a misrepresentation or omission of facts to influence a selection process or the execution of a contract.
- d) "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.
- e) "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.

1.11.7 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.

12. Commencement, Completion, Modification and Termination of Contract

1.12.1 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.

1.12.2 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.

1.12.3 Expiration of Contract

This Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

1.12.4 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.

1.12.5 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. For purpose, the definition or interpretation of the client regarding such event and/or regarding reasonable control of a party shall be final.

1.12.6 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 which the other party has agreed in writing. 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. For pandemic related risks, the parties may mutually agree to suspend the Contract for a mutually agreed period and the same shall be resumed after the mutually agreed timeframe.

A) 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.

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1.12.7 Termination

- a) 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

- a) 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 6.2.7. In such an occurrence the Client shall give a not less than twenty-one (21) days' written notice of termination to the Agency, and thirty (30) days' in the case of the event referred to in (e).
- b) If the Agency does not remedy a failure in the performance of their obligations under the Contract, within twenty-one (21) days after being notified or within any further period as the Client may have subsequently approved in writing.
- c) If the Agency becomes insolvent or bankrupt, to be certified by the competent court.
- d) If the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract or the Agency is not performing as per the terms and conditions of this contract.
- e) 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.
- f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- g) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant.

1.12.8 Obligations of the Agency

A. 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.

B. Confidentiality

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Director

(Project)

Smart City Ltd.

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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 2 years from the date of termination of this Agreement.

- a) 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 2 years from the date of termination of this Agreement.

1.12.9 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

For Panika Scanning And Printing
Research Centre Pvt. Ltd.

Director

G. M. (Project)
Agra Smart City Ltd.

Addl. C.E.O.
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such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

13. Good Faith and Indemnity

1.13.1 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.

1.13.2 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 running of sky dining services.

14. Settlement of Disputes

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

1.14.2 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.

1.14.3 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 Agra, India. 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.

For Pankaj Scanning and
Research Centre Pvt. Ltd.

Director

G. M. (Project)
Agra Smart City Ltd.

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Agra Smart City Limited

1.14.4 Jurisdiction

Any dispute relating to this Contract, or the Services shall be subject to the exclusive jurisdiction of the courts in Agra or Hon'ble High Court of Allahabad at Prayagraj, to which both the parties agree to submit for these purposes.



Dr. Pankaj Scanning And Pathology
Research Centre Pvt. Ltd.



Director



G. M. (Project)
Agra Smart City Ltd.



Addl. C.E.O.
Agra Smart City Limited

Annexure A: Standard Forms

FORM 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 [title of assignment] in accordance with your Request for Proposal dated [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 **Development, Operation & Management of Sky dining activity at Agra** 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: _____

For Scanning And Packaging
Taj Mahal Centre Pvt. Ltd.

Director

G. M. (Project)
Agra Smart City Ltd.

Addl. C.E.O.
Agra Smart City Limited

FORM 2: Financial capacity of the Bidder

#	Financial Year	Annual Turnover (in INR)
1.		
2.		
3.		
4.		

Note: Attach audited financial statements as proof of the above figures. The licensee shall, as per their published balance sheet, provide 3 consecutive balance sheets for the last 4 years.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

<Seal and stamp of the bidder and CA>



For Pankaj Scanning and Pathology
Research Centre Pvt. Ltd.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Director G. M. (Project)
Agra Smart City Ltd.

Addl. C.E.O.
Agra Smart City Limited

FORM 3A: Eligible assignments of the Bidder

#	Name of Project*	Name of Client	Year of Implementation and Activities	Approximate Area (Clear photographic evidence must also be attached)
1				
2				
3				
4				
5				
6				

* The Bidder should provide details of only those assignments that have been undertaken by it under its own name.



FCS (Faridkot) Scanning And Packaging
Research Centre Pvt. Ltd.
Kumar
Director

AG
G. M. (Project)
Agra Smart City Ltd.

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FORM 38: Eligible Project Details

Assignment name:	
Country: Location within country:	Duration of assignment (months):
Name of Client:	Approximate daily Footfall for this project:
Address:	Amount of fee received by your firm (INR):
Start date (month/year):	Completion date (month/year):
Name of associated Bidders, if any:	No. of professional man-months provided by associated Bidders:
Narrative description of Project	
Description of actual services provided by your staff within the assignment:	
Firm's Name:	

For Pathology Scanning And Pathology
Research Centre Pvt. Ltd.

Director G. M. (Project)
Agra Smart City Ltd.

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Agra Smart City Limited

FORM 4: Bidder's organization and experience

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



Sri Sai Scanning And
Research Centre P.L. Ltd.

Director

G. M. (Project)
Agri Smart City Ltd.

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Agri Smart City Limited

FORM 5: Non-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)

Sir/Madam,

This is to notify you that our Firm/Company/Organization intends to submit a proposal in response to invitation for RFP No: XXX dated XX/XX/2023 for XXXX. In accordance with the above we declare that:

- We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
- We are not blakhlited by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities, as on date.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:

For Partial Scanning and Pathology
Research Centre Pvt. Ltd.


Director

G. M. (Project)
Agra Smart City Ltd.

Addl. C.E.O.
Agra Smart City Limited

FORM 6: 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)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFP>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> 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:



Scanning And Pathology
Centre Pvt. Ltd.

Karan
Director

G. M. (Project)
Agra Smart City Ltd.

Aditi C.E.O
Agra Smart City Limited

FORM 7: Financial Proposal (Only in .XLS format)

[Date]

To: [Name and address of Client]

Subject: Financial proposal**Reference: (Insert name of the consultancy)**

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 – License Fee per month is as uploaded on e-bid portal in the .XLS format [except GST which will be paid extra by the bidder at the rate applicable on the date of Invoicing, Amount in words and figures].

License Fee Rate per month (A) excluding GST	License Fee Rs. in Words excluding GST
Final Bid Value in Figure	Final Bid Value in words (Min 2.5 Lakhs)

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. 180 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. We have read and examined the RFP document complete with the Terms of reference, Instructions to Bidders and General Conditions of Contract.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand the Authority is not bound to accept any proposal that is received.

Signature and Name of the Authorised Person

NAME OF THE BIDDER AND SEAL

NAME OF THE BIDDER AND SEAL

For Sanjay Scanning And Printing
Centre P.O. Ltd. 

Director


G. M. (Project)
Agra Smart City Ltd.


Addl. C.E.O.
Agra Smart City Limited

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY BY SHRI

(Signature, name & address with stamp)

SIGNED ON BEHALF OF **PANKAJ SCANNING AND PATHOLOGY RESEARCH CENTRE PVT. LTD (LICENSEE)**

BY SHRI

(Signature, name & address with stamp)

IN THE PRESENCE OF (WITNESSES):

1.

2.

 Pankaj Scanning And Pathology
Research Centre Pvt. Ltd.
Director


G. M. (Project)
Agra Smart City Ltd.


Addl. C.E.O.
Agra Smart City Limited