



REQUEST FOR PROPOSAL (RFP)

OPERATION & MAINTENANCE OF BUS STOP AND ADJACENT FACILITIES DEVELOPED UNDER SMART CITY MISSION NEAR BADA CHAURAH, KANPUR.

KANPUR SMART CITY LIMITED (KSCL),
MUNICIPAL CORPORATION, MOTIZHEEL , HARSH NAGAR. KANPUR – 208 002
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I - Notice Inviting Tender (NIT)

Kanpur Smart City Ltd. (KSCL) invites tenders from all interested applicants for Selection of Agency for OPERATION & MAINTENANCE OF BUS STOP AND ADJACENT FACILITIES DEVELOPED UNDER SMART CITY MISSION NEAR BADA CHAURAHA, KANPUR.

Indicative Scope:

The Broad Scope of services required under through this RFP shall be as briefed below:

1. Comprehensive maintenance and upkeep of the entire complex for Public use.
2. Operation and Maintenance of all existing infrastructure.
3. Housekeeping and Sanitation services for bus stop complex, regular cleaning of waiting area, children play area, pathway and toilets of bus stop.
4. Regular cleaning and maintenance of footpath and other infrastructure up to Comrade Park.
5. Cleaning and Maintenance of Benches, Street Furniture up to public toilet complex.
6. Regular Operation & Maintenance of LED Panels installed on top and side of Bus Stop.
7. Operation & Maintenance of Public Toilet up to the level of ODF++ standard of Swach Bharat Mission.
8. Security Services
9. Plantation and Horticulture
10. Waste Management
11. Parking Management
12. Pest control
13. Reporting and Complaint Management



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Bid Security/ Earnest Money (INR): Rs. 25,00,000.00/- (Rupees Twenty-Five Lakhs only) in the form of FDR/TDR/NSC I.F.O. **Chief Executive Officer, Kanpur Smart City Limited** payable at Kanpur. Exemption for MSME : Not Applicable

Eligibility:

The bidders should meet the following minimum eligibility criteria:

A. Technical Criteria:

- a. The bidder shall necessarily be a legally valid entity registered under the Companies Act 1956/2013 or Proprietorship, Partnership Firm; or a Joint Venture or Consortium..
- b. The bidder should have experience of running a minimum of one project of similar work i.e.:
 - i. Should have experience of maintaining & handling LED Screens on with any Govt./Semi-Govt. Agency
- OR
- ii. Should have experience of operation & maintenance of facility management services,
Accompanied with
- iii. Mandatory experience of Operation & Maintenance of Public Toilet/Urinals.
- c. In addition, Lead Bidder should have experience in handling advertisement in LED Screens with any Govt./Semi-Govt. Agency.
- d. The bidder should be registered with the Income Tax, Goods and Services Tax (GST) and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
- e. The bidder should not be blacklisted with any of the government project.

B. Financial Criteria:

- a. The bidder individually or together with the Franchisee or only of Franchisee individually should have achieved a Minimum Average Annual turnover of not less than Rs. 2,00,00,000.00 (Rupees Two crores only) for the last three financial years, ending 31st March of the previous financial year (i.e. 2021-22, 2022-23 & 2023-24).
- b. The bidder individually or together with the Franchisee or only of Franchisee individually should have a positive net worth during the previous three financial years (i.e. 2021-22, 2022-23 & 2023-24).
- c. Sole bidder or Lead member, should be financially solvent.

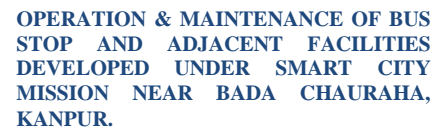


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II - Data Sheet

S. N.	DESCRIPTION	
1.	Title of Request for Proposal (RFP)	Selection of Agency for Operation & Maintenance of Bus Stop and Adjacent Facilities developed under Smart City Mission near Bada Chauraha, Kanpur.
2.	The broad scope of services	<p>The Broad Scope of services required through this RFP shall be as briefed below:</p> <ol style="list-style-type: none"> 1. Comprehensive maintenance and upkeep of the entire complex for public use. 2. Operation and Maintenance of all existing infrastructure. 3. Housekeeping and Sanitation services for bus stop complex, regular cleaning of waiting area, children play area, pathway and toilets of bus stop. 4. Regular cleaning and maintenance of footpath and other infrastructure up to Comrade Park. 5. Cleaning and Maintenance of Benches, Street Furniture up to public toilet complex. 6. Regular Operation & Maintenance of LED Panels installed on top and side of Bus Stop. 7. Operation & Maintenance of Public Toilet up to the level of ODF++ standard of Swach Bharat Mission. 8. Security Services 9. Plantation and Horticulture 10. Waste Management 11. Parking Management 12. Pest control 13. Reporting and Complaint Management
3.	Contract Period	Ten (10) years.(extension upto 2 years at discretion of KSCL)
4.	Name of the Client	Kanpur Smart City Ltd. (KSCL)
5.	Cost of RFP document	Rs. 10,000 plus 18% GST (Rs. 11,800) through DD / BC in favour of Chief Executive Officer , KanpurSmart City Limited.
6.	Downloading of RFP Documents	<p>22/09/2025 to 14/10/2025</p> <p>Bidders can download the RFP document from http://www.etender.up.nic.in</p> <p>Contact Person: R K Tiwari (Nodal Officer KSCL)</p> <p>Contact Number: +91-9839121096</p> <p>Email: ksclkanpur@gmail.com.</p>

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12.	Date of opening of Bid	Date: 14/10/2025 Time: 15:30 Hrs <i>Bidders are requested to refer to Clause 1.5.2 for details and instructions.</i>
13.	Date of opening of Financial Proposal	Date: to be communicated later Time: to be communicated later The financial Proposal of technically qualified bidders will only be opened and evaluated. Bidders offering Highest Rental per Annum, i.e. H1 , among technically qualified bidders shall be given the highest marks in the Financial Proposal. <i>Bidders are requested to refer to Clause 1.7.</i>
14.	Selection process	Selection method should be on Highest Quote Basis.
15.	Implementation Process	The date on which the Contract will be signed between KSCL and Selected Bidder will be identified as the 'Commencement Date'; The Contract Period shall start from the 'Effective Date' as defined above and shall be valid for a period of 10 years (i.e. 120 Months).
16.	Security Deposit/ Earnest Money Deposit (EMD) requested:	Rs. 25,00,000.00/- (Rupees Twenty-five Lakhs only) in the form of FDR / TDR / NSC in favor of Chief Executive Officer, Kanpur Smart City Limited. Exemption for MSME : Not applicable
17.	Performance Security requested (applicable to Selected Bidder)	The Selected Bidder must submit Performance Security of the amount equivalent to half yearly rent. In shape of Bank Guarantee/FDR/TDR/NSC for entire period of operation & maintenance. [which will be retained for the contract period plus one year.] Bidders are requested to refer Clause 1.12. for details and instructions.
18.	Name(s), address(es), and telephone numbers of the official(s):	Mr. Sudhir Kumar, IAS Chief Executive Officer, Kanpur Smart City Ltd. 3rd Floor, Kanpur Municipal Corporation Building, Motijheel Harsh Nagar, Kanpur, 208001, Uttar Pradesh. email: kscikanpur@gmail.com Contact Number: +91- 512 254 1258
19.	Name and Address where queries/correspondence concerning this Request for Proposal is to be sent.	Chief Executive Officer, Kanpur Smart City Ltd. 3rd Floor, Kanpur Municipal Corporation Building, Motijheel Harsh Nagar, Kanpur, 208001, Uttar Pradesh. email: kscikanpur@gmail.com Contact Number: +91- 512 254 1258 Bidders are instructed to send all email communications to the above-mentioned addresses only.
20.	Submission of Proposal	Proposals shall be submitted online only at UP Government e-tender portal site: http://www.etender.up.nic.in
21.	Validity of Proposal	Proposals must remain valid for one hundred eighty (180) days after the submission date, i.e., <i>Bidders are requested to refer Clause 1.15 for details and instructions.</i>



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22.	Language(s) of the submitted proposals:	English
23.	Bidder to state financial proposal in the national currency:	Indian Rupees (INR)
24.	Taxes	As per Clause no 2.8
25.	Selection Criteria for Pre-Qualification (eligibility)	<i>Bidders are requested to refer Clause 1.2.4 for details and instructions.</i>
26.	Evaluation Criteria for Technical Proposal	<i>Bidders are requested to refer Clause 1.2.4</i>
27.	Signing of Service Agreement (SA)	Within ten (10) days from issue of LOA
28.	Commencement of Agreement:	Date of the signing of Contract.
29.	Mobilization Period:	30 days or completion of the complete construction activities of the project from the signing of Contract.
30.	Submission of all Statutory documents	Within 60 days from signing of Contract.
31.	Clauses on fraud and corruption in SA:	<i>Bidders are requested to refer Clause 1.17.</i>
32.	Termination of Agreement	<i>Bidders are requested to refer Clause 2.13</i>



Chapter – 1: Instruction to bidders

1.1 Introduction

1.1.1 About Kanpur

Kanpur is a city in the Indian state of Uttar Pradesh. Kanpur was founded in 1803, and it is located on the banks of the Ganges River. It is the primary industrial and financial centre of North India, as well as the ninth-largest metropolitan economy in India. Today, it is well-known for its colonial architecture, gardens, parks, and high-quality leather products, the majority of which are exported to the West.

The leather and textile industries are well known in the city. It is India's 12th most populated city and 11th most populous urban agglomeration. Until 1947, when India attained independence, Kanpur was an important British garrison town. Kanpur Nagar is the administrative centre for the Kanpur Division, Kanpur Range, and Kanpur Zone.

The British India Corporation developed the first woolen mill in India, known as the Lal Imli, here in 1876 by Alexander MacRobert. Due to its construction, closeness to the Ganges River, and the north-east corner of the mill being topped by a clock tower similar to Big Ben in London, the mill's eastern and northern facades are similar of the Palace of Westminster. This resemblance emphasizes the city's significance and grandeur during the British era, which continues to this day, making the Lal Imli a major highlight. The city is also known as the "Leather City of the World" and is commonly referred to as the "Manchester of the East" due to its textile industries.

Three state universities are among the city's educational institutions. Chhatrapati Shahu Ji Maharaj University is one of Asia's largest universities, serving both urban and rural students with professional and academic programmes. The Chandra Shekhar Azad University of Agriculture and Technology serves the farming population of Uttar Pradesh's 29 districts. Harcourt Butler Technical University (HBTU) provides engineering bachelor's, master's, and doctoral degrees, as well as master's degrees in business administration and computer applications. The city is home to the prominent public engineering institution Indian Institute of Technology Kanpur. It was founded in 1959 as one of the earliest Indian Institutes of Technology. Kanpur also houses Ganesh Shankar Vidyarthi Memorial Medical College (GSVM Medical College), which is a state-run medical college. Aside from these, there are a number of private technical and management schools.

Kanpur is a very well-connected city. A number of significant national highways serves Kanpur. Kanpur Central Railway Station is a major rail hub and one of the busiest in the country. Rail lines connects it to all of the state's and country's major cities. Every day, over 300 trains pass through the station. Commercial flights to major Indian cities are scheduled at Ganesh Shankar Vidyarthi, Chakeri Airport. The Chaudhary Charan Singh International Airport in Lucknow is approximately 77.1 kilometres away from Kanpur. Kanpur City also has a metro rail system.

Given the aforementioned, there was a necessity for development of a Modern Bus Stop at Bada Chauraha as it is situated at heart of city and people come here for shopping at Z-Square Mall, Shivala Market, Meston Road Market, Parde Ground Market, Somdutt Plaza, Naveen Market, Peoples also come by for various works at Head Post Office & Allahabad Bank (Main Branch). People come to Urshala Hospital & Daffrin Hospital for Health Treatment issues. First Five Star Hotel "The Landmark" is situated here & at present Metro Rail Services are also available.

KSCL was responsible for the development of a Model Bus Stop in Kanpur at heart of Kanpur for Public use.



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1.1.2 Project Background & Introduction

KANPUR SMART CITY LIMITED (KSCL), invites online responses to this REQUEST FOR PROPOSAL (“RFP”) for **“OPERATION & MAINTENANCE OF BUS STOP AND ADJACENT FACILITIES DEVELOPED UNDER SMART CITY MISSION NEAR BADA CHAURAHA, KANPUR.”**

KSCL invites applicants through this RFP to propose a suitable model of **OPERATION & MAINTENANCE OF BUS STOP AND ADJACENT FACILITIES DEVELOPED UNDER SMART CITY MISSION NEAR BADA CHAURAHA, KANPUR.”**

Bada Chauraha is the most busy X-ing in the city as well as the heritage place for The Kanpur. District Court, Collectorate, GPO, Z-Square Mall, Kotwali, Meston Road and Naveen Market are the places which surround Bada Chauraha. KSCL has developed a world class bus stop near Bada Chauraha along with beautification and placemaking. A ODF++ standard 20 Seat Public toilet is also constructed.

1.2 General

1.2.1 Scope of Tender

- 1.2.1.1 Kanpur Smart City Ltd. (KSCL) (hereinafter referred to as “The KSCL”) invites bids for the Selection of Agency for Operation & Maintenance of Bus Stop and Adjacent Facilities developed under Smart City Mission near Bada Chauraha, Kanpur.
- 1.2.1.2 The successful Bidder will be expected to provide the Operation, Maintenance and Providing Comprehensive Facility Management Services for the intended period specified in the Contract Data. Please refer Section 1 for detailed scope of work and Clause No 3.2 for details of various spaces.
- 1.2.1.3 The Bidders are required to familiarize themselves with the local and site conditions and take them into account while preparing their proposals.

1.2.2 KSCL – Kanpur Smart City Limited

- 1.2.2.1 For the purpose of this RFP, KSCL shall mean Kanpur Smart City Ltd. (KSCL), an implementation of Agency for Operation & Maintenance of Bus Stop and Adjacent Facilities developed under Smart City Mission near Bada Chauraha, Kanpur.

1.2.3 Official-In-Charge

- 1.2.3.1 Chief Executive Officer, Kanpur Smart City Ltd or any other officer Authorized by him.

1.2.4 Eligibility Criteria

- 1.2.4.1 The bidders shall meet the following minimum eligibility requirements through supporting documentation to qualify for participation in the bidding process:

S.No.	Description	Required Supporting Document
Technical Criteria		
A	The bidder shall necessarily be a legally valid entity registered under the Companies Act 1956/2013 or Proprietorship, Partnership Firm; or a Joint Venture or Consortium.	Attested copy of Certificates of Incorporation issued by the respective registrar of firms/ companies or applicable registration certificate in case of Proprietorship/ Partnership Firm. Of Lead Bidder as well as



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		Franchisee if applicable.
B	<p>The bidder should have experience of running a minimum of one project of similar work i.e.:</p> <ul style="list-style-type: none"> Should have experience of maintaining & handling LED Screens on with any Govt./Semi-Govt. Agency <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> Should have experience of operation & maintenance of facility management services, <p>Accompanied with</p> <ul style="list-style-type: none"> Mandatory experience of Operation & Maintenance of Public Toilet/Urinals. 	<p>Attach true copy of supporting work order with completion certificate / certificate of satisfactory performance as applicable along with duly filled Data Sheet as per Form 12 of Section 4 Certified from Statutory Auditor/Chartered Accountant. In case Franchisee agreement is made then Documents stating ownership/Public Private Partnership along with CA certificate of Franchisee to be attached</p>
C	Lead Bidder should have experience in handling advertisement in LED Screens with any Govt./Semi-Govt. Agency.	Attach a true copy with proof of association with the Bidder.
D	The bidder should be registered with the Income Tax, Goods and Services Tax (GST) and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.	Attested copies of PAN Registration, GST Registration, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
E	The bidder should not be blacklisted with any of the government project.	Undertaking as per Form 5 Undertaking needs to be provided in organizations letterhead of sole bidder/ lead consortium member.
Financial Criteria		
F	The bidder individually or together with the Franchisee or only of Franchisee individually should have achieved a Minimum Average Annual turnover of not less than Rs. 2,00,00,000 (Rupees Two crores only) for the last three financial years, ending 31st March of the previous financial year (i.e. 2021-22, 2022-23 & 2023-24).	Duly attested copy from the statutory auditor/ chartered accountant has to be provided certifying Organizations turnover during last three financial years (i.e. 2021-22, 2022-23 & 2023-24).as per Form 4.
G	The bidder individually or together with the Franchisee or only of Franchisee individually should have a positive net worth during the previous three financial years (i.e. 2021-22, 2022-23 & 2023-24).	Duly attested copy from the statutory auditor/ chartered accountant has to be provided certifying Organizations/ Franchisees profits during last three financial years (i.e. 2021-22, 2022-23 & 2023-24) Form 4 of Section 4
H	Sole bidder or Lead member, should be financially solvent.	Certificate from any nationalized/ scheduled bank in India for an amount as indicated in Form 9 to Information to Bidders (ITB).



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Similar works means successfully providing Comprehensive Facility Management, housekeeping of building and open area, security services for the complex, horticulture, waste management etc. Operation and Maintenance of complexes over and in addition to the Facility Management Services will be the ideal match for Similar Works.

1.2.5 Proposal Preparation Cost

- 1.2.5.1 Each interested party shall be responsible for bearing all the costs and expenses associated with the preparation of its proposal and its participation in the bidding process. KSCL shall not be responsible, or in any way liable for such costs/expenses, regardless of the conduct or outcome of the bidding process.

1.2.6 Project Inspection and Site Visit

- 1.2.6.1 The Bidder, at his own responsibility and cost may visit, and examine the Project Site and its surroundings, and obtain all information that may be necessary for preparing the proposal. The costs of visiting the site shall be borne by the Bidder. KSCL shall not be liable for such costs, regardless of the outcome of the Bidding process.

1.2.7 Only One Proposal

- 1.2.7.1 Each bidder will submit only one proposal. If a bidder submits or participates in more than one proposal, all such proposals shall be disqualified. A bidder should not be part of more than one JV/Consortium.

1.3 Taxes

- 1.3.1 The financial proposal shall be exclusive of any taxes/GST that may be applicable. All applicable taxes shall be paid by the Operation, Maintenance and Facility Management Company (Operator).
- 1.3.2 Kanpur Municipal Corporation will exclude any tax charged by a municipal corporation, such as house tax & water and sewerage charges. Because this infrastructure is Kanpur Municipal Corporation's property.

1.4 Bidding Instructions

1.4.1 Brief Description of Bidding Process

- 1.4.1.1 The bidding for the project would be completed through a single bid, 3 Stage Selection Process

A. Stage 1: Eligibility Criteria.

In this stage, the Eligibility Criteria mentioned in the RFP Documents along with the submitted copies of Bid Document fee and Earnest Money Deposit (EMD) will be examined. Technical Proposal of only those bidders who fulfill all the eligibility requirements will be considered for further evaluation.

B. Stage 2: Financial Proposal

- Financial Proposal of technically qualified/eligible bidder will only be opened and evaluated.
- Bidders quoting Highest rental value per annum i.e. H1 will be declared as the selected bidder.
- Bidders should submit their Financial Proposal in Excel format by filling up the BOQ file provided in the e-Tender portal in separate cover and uploading the filled up excel sheet. No financial details to be included in the Technical Proposal which will lead



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to rejection of the bids.

- Minimum Yearly Financial Quote is Rs. 50 Lacs.
- Rent will be increased by 5% every year.

1.4.1.2 During the Bidding Process, the applicants (the "Bidders" or "Applicants") will be requested to submit their Proposals pursuant to this RFP in accordance with the terms set forth in this RFP, all the Volumes, Appendices and Addenda thereof issued by KSCL as part of this Bidding Process (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by KSCL. All Proposals shall be prepared and submitted in accordance with such terms.

1.4.1.3 KSCL reserves the right to reject the Proposal which does not meet this requirement. Any further extension of the Proposal Validity Period shall be with the consent of the Bidders. Further details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.

1.4.2 Special Instructions for Preparation of Proposal

- Language:** The proposal and supporting documents shall be in English language unless otherwise specified.
- Currency:** Bidders shall express the price of their Financial Proposal in India Rupees (INR) only.
- All Bidders are required to submit their Proposal in accordance with the guidelines set forth in this RFP. In order to promote consistency among Proposals and minimize potential misunderstandings regarding interpretation of Proposals by KSCL, the format in which Bidders have to specify the fundamental aspects of their Proposal have been outlined in this RFP under Section 1. The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by applicants themselves. Any such corrections, interlineations or overwriting must be initialed by the person(s) who had signed the proposal. KSCL's decision in this regard will be final.
- In preparing their Proposal, bidders are expected to examine in detail all the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. While preparing the Technical Proposal, Bidders must give particular attention to the following:
 - The bidder must physically visit the project premises to have a clear understanding of the proposed facilities and the nature of services required, financial and technical implications.
 - While making the proposal, the bidder must ensure that he provides all the information as sought by KSCL, failing which the proposal shall be considered as non-responsive.
 - The Bidder shall also submit, along with their Proposal, a copy of this RFP bearing the initials of the Authorized Signatory of the Bidder and stamp of the entity thereof on each page of these documents i.e. RFP. This shall indicate that the Bidder agrees to abide by all terms & conditions specified in the RFP.
- It shall be deemed that prior to the submission of the Proposal, the Applicant has:
 - made a complete and careful examination of terms and conditions/ requirements, and other information as set forth in this RFP document;



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- received all such relevant information as it has been requested from KSCL; and
 - made a complete and careful examination of the various aspects of the Project.
- vi. No change in or supplementary information to a Proposal shall be accepted after the Proposal Due Date. However, KSCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. In case of non- submission, incomplete submission or delayed submission of such additional information or clarifications sought by KSCL, the Proposal would be evaluated solely on the basis of available information.
- vii. KSCL shall not be liable for any mistake or error or neglect by Applicant in respect of the above.
- viii. KSCL reserves the right to reject any or all of the Proposals without assigning any reason whatsoever.
- ix. KSCL also reserves the right to withdraw the Bidding Process at its discretion under intimation to the Bidders submitting the Proposals, without assigning any reasons for the same.
- x. KSCL reserves the right to vet and verify any or all information submitted by the Bidder.
- xi. Notwithstanding anything stated in this RFP, if any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by KSCL, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection.
- xii. The Bidder shall be responsible for all costs associated with the preparation of the Proposal. KSCL shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

1.4.3 Submission of queries

Any queries or request for additional information concerning this RFP shall be submitted in writing or by e-mail within the time frame provided, to the officer designated as described below:

Chief Executive Officer,

Kanpur Smart City Ltd,

Nagar Nigam Mukhyalay

Moti Jheel, Harsh Nagar

Kanpur, Uttar Pradesh 208002

Contact Person: Mr. Sudhir Kumar, IAS

Contact Number: +91- 512 254 1258

Email for communication: ksclkanpur@gmail.com

The email subject / communication shall clearly bear the following identification/ title:
"QUERIES / REQUEST FOR ADDITIONAL INFORMATION: REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR OPERATION & MAINTENANCE OF BUS STOP AND ADJACENT FACILITIES DEVELOPED UNDER SMART CITY MISSION NEAR BADA CHAURAHA, KANPUR."



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Email for communication: ksclkanpur@gmail.com

Note: Queries will be entertained only if submitted on the above E-mail id as per Data Sheet Point No. 7

The applicant shall mention the name of firm and contact details of their representative on the envelope/email while sending queries.

1.4.4 Clarification and Amendment of RFP document

On the basis of the inputs provided by Bidders during Pre-bid meeting and any further discussions with any/all interested parties, which KSCL may hold at its own discretion, KSCL may amend and or correct the RFP document. Such amendments shall be intimated in writing by KSCL which will qualify as an "Addendum". Corrections if any shall be intimated in writing by KSCL which will be called as "Corrigendum".

At any time prior to the deadline for submission of Proposals, KSCL may, for any reason, whether at its own initiative or in response to clarifications requested by one or more of the interested parties, modify the RFP document by way of issuance of an "Addendum" and or "Corrigendum"

The Addendums/ Corrigendum will be uploaded on the websites as mentioned in the Data Sheet of this RFP in the form of corrigendum. Each such Addendum shall become part of the RFP document.

1.4.5 Applicants' submission for Eligibility Criteria

Bidder shall submit the signed checklist for eligibility criteria as per Form-3 along with requisite documents as indicated in the clause 1.2.4

1.4.6 Applicants' submission for Technical Proposal

Bidders are required to submit a Technical Proposal (TP) in forms provided in Section-1 of the RFP.

Submission of wrong type of Technical Proposal will result in the Proposal being deemed non- responsive. The Technical Proposal shall provide the information indicated in the following paras using the attached Standard Forms as per Section 4.

Scanned copies of following documents required for Technical Proposal shall be uploaded as specified in clause 1.4

Form No.	Enclosures to the Technical Proposal
Form 1	Letter of Technical Proposal Submission.
Form 2	Format for Power of Attorney for Lead bidder of Consortium
Form 3	Company Organization and General Experience
Form 4	Financial Capacity of the Bidder
Form 5	Declaration of Non-Blacklisting
Form 6	Declaration for Consortium Member:
Form 7	Consortium/Franchisees Agreement
Form 8	Bank Solvency Certificate
Form 9	Format for Power of Attorney to Authorize Signatory
Form 10	Anti-Collusion Certificate
Form 11	Format for Experience in Operations, Maintenance and Comprehensive Facilities Management.
Form 12	Performance Bank Guarantee format
Form 13	Current Litigation Status



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1.4.7 Applicants submission for Financial Proposal

- i. The Financial Proposal shall be prepared and will be uploaded online on E procurement website as per instructions in clause 1.4.
- ii. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
- iii. All information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the higher amount will be taken as correct, whether the same has been provided in figures or in words.
- iv. The financial proposal shall be in the form of lump-sum amount (quoted in INR for First Year) and shall be exclusive of any taxes/GST that may be applicable.
- v. All applicable taxes shall be paid by the Agency.

1.5 Instructions to Bidders for Online Bidding

1.5.1 Registration

For participating in bids through the e-bidding system, it is necessary for the bidders to be the registered users of the e-procurement website <http://etender.up.nic.in>. The bidders shall first register themselves on the e-bidding website, if they have not done so previously, using the option “Online Bidder Enrolment” available on the home page of the website.

In addition to the normal registration, the bidder has to register with their Digital Signature Certificate (DSC) in the e-bidding system and subsequently he/ she will be allowed to carry out his /her bid submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity. Before proceeding to register their DSC, the bidder shall first log on to the e-bidding system using the User Login option on the home page with the logging ID and Password with which they have registered. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the bidder must ensure that they possess class-2 /Class-3 DSC issued by any certifying authorities duly approved by Controller of Certifying Authorities. The bidder is also advised to register their DSC on E-procurement website well in advance before bid submission period & time so that they do not face any problem while submitting their e-bid against this bidding. The bidder can perform User Login creation and DSC registration exercise as described above even before bid submission period starts. KSCL shall not be held responsible if the bidder tries to submit their e-bid at the last moment of submission of bid, but could not submit due to DSC registration problem.

1.5.2 Online Bidding Process

The Bid Submission module of e-procurement website <http://etender.up.nic.in> enables the bidders to submit the e-bids online against this bidding published by the purchaser. Bid may be submitted only during the period and time stipulated in the bidding. Bidders are advised to start the Bid Submission process well in advance so that they can submit their bids in time. The bidders shall submit their bids taking into account the server time, displayed in the e-procurement website. This server time is the time by which the bid submission activity will be allowed till the permissible time on the last date of submission stipulated in the schedule. The bidders cannot submit their bids after the completion of bid submission period. For delay in submission of bids due to



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any reasons, shall be responsibility of the bidder. The bidders shall follow the instructions mentioned herein under for submission of their e-bids.

The bidder can search for active biddings through “Search Active Biddings” link, select a bidding in which they are interested in and then move it to ‘My Biddings’ Folder using the option available in the Bid Submission menu. After selecting and viewing the bidding, for which the bidder intends to bid, from “My Biddings” folder, the bidder can place their bid by clicking “pay Offline” option available at the end of the view bidding form. Before this, the bidder should download the bidding document and price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder shall keep all the documents ready as per the requirements of bidding document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which shall be in the XLS Format (EXCEL sheet).

After clicking the ‘Pay offline’ option, the bidder shall be redirected to the relevant page of Terms and conditions. The bidder shall read the Terms and conditions before proceeding to fill in the Bidding fee EMD offline payment details. After entering and saving the Bidding Fee and EMD details, the bidder shall click “Encrypt & Upload” option given in the offline payment details form so that “Bid Document Preparation and Submission” window appears to upload the documents as per technical (Fee details, Qualification details, Bid Section 1 and Technical Specification details) and financial (Bid Section 1 and Price Schedule/BOQ) schedules/packets given in the bidding details. The details of the Demand Draft or any other accepted instrument which is to be sent physically in the original before opening of technical bids, should tally with the details available in the scanned copy and the data entered during with submission time otherwise the bid submitted shall not be accepted.

Next, the bidder should upload the Technical Bid Documents for fee details (Bidding fee and EMD), Qualification details as per PQC, and Financial Bid documents as per BOQ of bidding document. Before uploading, the bidder has to select the relevant Digital signature Certificate. They 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 Eligibility and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder’s computer.

The Bidder shall click “Encrypt” next for successfully encrypting and uploading of required documents. During the above process, the bid documents are encrypted/locked electronically with the DSC’s of the Bid openers to ensure that the bid documents are protected, stored and opened by concerned bid openers only.

After successful submission of bid documents, a page giving the summary of bid submission will be displayed that the process of e- bid submission is completed. The bidder can take a printout of the summary using the “print” option available in the window as an acknowledgement for future reference.

KSCL reserves the right to cancel any or all Bids without assigning any reason.

The Bidders are advised to upload the scanned documents with minimum of 150 dpi scanner to ensure readable uploaded.

1.5.3 Preparation of Bids for online submission

- a) Bidders should take into account any corrigendum/addendum to the tender document published before submitting their bids.
- b) Bidders should go through the tender advertisement/NIT, RFP and Bid Document



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carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers/packets in which the bids have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG/ other system supported formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidder can use “My Space/Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.5.4 Submission of Bids

The bids shall be submitted online in three covers viz., 1 Tender Documents Fee/EMD Deposit. 2. Eligibility Criteria. 3. Technical Proposal. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.

a. Cover – I: Financial Instruments:

- Original Demand Draft / Bankers Cheque drawn in favor of “Chief Executive Officer, KSCL” towards the Bid Documents fee.
- Original TDR/Fixed Deposit/NSC in favour of “Chief Executive Officer, KSCL” towards the EMD.

b. Cover – II: Qualification Documents:

- The documents as specified in clause 1.2.4 of this RFP are to be self-attested and furnished by the Bidder

c. Cover – III Technical Proposal:

- The documents as specified in clause 1.4.1 of this RFP are to be self- attested and furnished by the Bidder.

1.5.5 Assistance to Bidders

Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to the Tender Inviting authority or the relevant contact person indicated in the RFP document.



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1.6 Modifications/Substitution/Withdrawal of Proposals

No proposal can be modified by the bidder subsequent to the closing date and time of proposal submission due date. In the event of withdrawal of the proposal by bidder, the EMD will be forfeited by KSCL

1.7 Opening of Proposal

KSCL reserves the right to reject any Proposal not submitted on time and which does not contain the information / documents as set out in this RFP.

Stage 1: Opening of Cover 1 and 2 (Financial Instruments and Eligibility Documents)

The documents in Cover I & 2 submitted online by respective bidders will be opened on the date and time stipulated in the “Data Sheet”, processed & scrutinized to determine Non- Responsive Proposals.

Proposals for which a notice of withdrawal has been submitted shall not be opened.

Prior to evaluation of Proposals, KSCL will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

Cover 1: Financial Instruments

- Is received by the Proposal Due Date pursuant to point 9 of the Data Sheet
- Is submitted pursuant to Clause 1.5.4
- Accompanied by Tender Documents Fee and EMD as per clause 1.5.4.

Cover 2: Eligibility Documents

- Is accompanied by the Power(s) of Attorney as specified in Form 2 & Form 10, as applicable
- Contains information in the forms specified in this RFP; and fulfills the conditions of Pre- Qualification /Eligibility Criteria

Stage 2: Opening of Cover 3

After the technical evaluation, KSCL would prepare a list of qualified Applicants in for opening of their Financial Proposals.

KSCL will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process.

The financial evaluation would be carried out in terms of Clause 1.8.2

1.8 Evaluation of Proposal

1.8.1 Evaluation

The EMD of bidders who do not qualify the eligibility criteria shall be returned to respective unsuccessful bidders.

1.8.2 Financial Evaluation and Selection of Bidder

Financial Proposal of qualified bidders will only be opened and evaluated.

Among qualified bidders, Bidders quoting Highest Rental Per Annum Basis i.e H1



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will be Successful Bidder.

1.9 Award of Work

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the KSCL to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the KSCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security/EMD of such Bidder as mutually agreed genuine pre- estimated loss and damage suffered by the KSCL on account of failure of the Selected Applicant to acknowledge the LOA, and the next eligible Applicant may be considered.

1.10 Execution of Service Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Concession Agreement (SA) within the period prescribed in “Data Sheet”.

The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement.

The Selected Bidder shall submit Performance Security before signing of Concession Agreement.

1.11 Implementation Process and Contract Period

The date on which the Contract will be signed between KSCL and Selected Bidder will be identified as the ‘Commencement Date’;

1.11.1 Mobilization Period

The Agency will be granted 30 calendar days from the signing of Contract to mobilize the resources as per the requirements stated in this RFP. The date on which the mobilization period gets completed will be identified as the ‘Effective Date’

1.11.2 Contract Period

The Contract Period shall start from the ‘Effective Date’ as defined above, and shall be valid for a period of **10 years (i.e 120 Months)**.

The Operator shall provide a consolidated list of equipment’s procured by the Operator and update the KSCL on annual basis for records. This list shall not include Spares Stock and consumables.

1.12 Performance Security

1.12.1. Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the KSCL a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] in any of the forms given below for an amount equivalent to Half Yearly Rent of Contract Amount per Annum as stipulated in the conditions of contract:

Payments can be made through FD/TDR/ NSC / BG I.F.O. **Chief Executive Officer, Kanpur Smart City Limited** payable at Kanpur.

Failure of the successful Bidder to comply with the requirements of Sub- clause 1.11.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the



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Bid Security.

- 1.12.2. The initial performance security will be for 11 (10+ 1) years and shall be valid for ONE YEAR after the scheduled completion date.
- 1.12.3. It is expressly understood and agreed that the performance security is intended to secure the performance of entire Contract. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.
- 1.12.4. Should the contract period, for whatever reason be extended, the Bidder, shall at his own cost, get the validity period of Bank Guarantee in respect of performance security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the KSCL before the expiry date of the Bank Guarantee originally furnished.

1.12.5. Appropriation of Performance Security

Performance Security submitted by the Operator shall be forfeited if the Operator fails to commence operations as per the requirements of this RFP. In the event the Operator fails to per-section 1 any or all its obligations under the Service Agreement and damages are imposed for such failure, the KSCL shall have right to appropriate such amount as damages from the Performance Security submitted by the Operator.

Upon occurrence of a Operator Default or failure to meet any condition as per the Service Agreement, the KSCL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Operator Default or failure to meet any Condition Precedent. Upon such appropriation from the Performance Security, the Operator shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the KSCL shall be entitled to terminate this contract.

Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the Operator shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Operator Default or to meet any Condition Precedent, and in the event of the Operator not curing its default or meeting such Condition Precedent within such Cure Period, the KSCL shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this contract.

1.12.6. Release of Performance Security

Performance Security submitted, will be returned to the Agency subject to the KSCL's right to receive or recover amounts, if any, due without any interest 30 days after completion of Contract.

1.13 Bid Security/EMD

- 1.13.1. Proposal should necessarily be accompanied by an **Earnest Money Deposit for an amount of Rs. 25,00,000/- (Indian Rupees Twenty Five Lakhs only)** through FDR/TDR/NSC in favor of **Chief Executive Officer, Kanpur Smart City Limited. Payable at Kanpur.** EMD shall remain valid for a period of forty-five days beyond the final proposal/bid validity period.
- 1.13.2. Bidder should prepare the EMD as per the instructions specified in the tender document.



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- 1.13.3.** The EMD in the form of FDR/TDR/NSC shall be sealed in an envelope super scribed Earnest Money Deposit (EMD) for **“SELECTION OF AGENCY FOR OPERATION & MAINTENANCE OF BUS STOP AND ADJACENT FACILITIES DEVELOPED UNDER SMART CITY MISSION NEAR BADA CHAURAHA, KANPUR.”**
- 1.13.4.** EMD should be enclosed along with Technical Bid. Tenders without EMD are liable to be rejected.
- 1.13.5.** EMD of successful Applicant shall be retained by the KSCL till Security Deposit is submitted by the successful Applicant. EMD of unsuccessful Applicants will be returned after expiry of the final proposal/bid validity and latest on or before the 30th day after the award of the contract.
- 1.13.6.** The EMD shall be forfeited by KSCL in the following events:
- If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
 - if a Bidder submits a Non-Responsive Proposal or if any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect;
 - If the Proposal is varied or modified in a manner not acceptable to KSCL after opening of Proposal during the validity period or any extension thereof.
 - If the bidder tries to influence the evaluation process.
 - in the case of Selected Bidder, if it fails within the specified time limit -
 - to accept the LoA; and / or to sign the Contract; and / or
 - to furnish the Performance Security; and
 - In case the Selected Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

1.14 Power of Attorney

- 1.14.1.** The Applicant should submit a Power of Attorney in the format specified at Form 10, of Section 1, authorizing the signatory of the Proposal to commit the Applicant.

1.15 Proposal Validity

- 1.15.1.** The Data Sheet point 21, indicates how long Bidders' Proposals must remain valid after the submission date. During this period, bidders shall ensure the availability of professional staff nominated in the Proposal and also the financial proposal shall remain unchanged. KSCL will make its best effort to complete the selection process within this period. Should the need arise KSCL may request the bidders to extend the validity period of their proposals. Bidders who do not agree, have the right to refuse to extend the validity of their Proposals; under such circumstance KSCL shall not consider such bidder's proposal for further evaluation.
- 1.15.2.** Bidders are requested to refer “Data Sheet” for applicable duration of validity.

1.16 Conflict of Interest

- 1.16.1.** Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as Operator under any of the circumstances set forth below:



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- a) **Conflicting Assignment/Job:** A bidder or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with this Assignment/job of the bidder to be executed for the same Employer.
 - b) **Conflicting Relationships:** A bidder that has a business or family relationship with a member of the KSCL/Ministry's staff who is directly or indirectly involved in any part of
 - i. the preparation of the Terms of Reference of the Assignment/job,
 - ii. the selection process for such Assignment/job, or
 - iii. Supervision of the Contract, may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to the KSCL.
- 1.16.2.** Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of KSCL, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract.

1.17 Corrupt or Fraudulent Practices

1.17.1. KSCL desires to observe a high standard of ethics during the procurement and execution of Draft Service Agreement. In pursuance of this Clause, the KSCL:

- a) will not accept a proposal for award if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt fraudulent practices on competing for the RFP in question, and will declare a bidder ineligible.
- b) if it, at any time determines that the bidder has engaged in corrupt or fraudulent practices, for this RFP or in the past for the purpose of this provision, the KSCL defined the terms set forth as follows:

"Corrupt Practices" means the offering, giving, receiving and soliciting of anything of value to influence the action of an official in the procurement process or in Service Agreement execution; and

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Service Agreement and includes collusive practices among Bidders (prior to or after Proposal submission designed to establish Proposal prices at artificial, non-competitive levels and to deprive the KSCL of the benefits of free and open competition

1.18 Prohibition against collusion amongst bidder(s)

1.18.1. Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which have been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the purpose of restricting competition shall be deemed to be invalid and the concerned Bidder(s) shall lose its/their Earnest Money, at KSCL's sole discretion. The format for Anti- Collusion Certificate has been provided in **Form 11** of the RFP document.

1.19 Confidentiality

1.19.1. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other



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persons not officially concerned with the process, until the publication of the award of Contract. The effort by bidder to seek confidential information related to the process may result in the rejection of its Proposal.

1.20 Interpretation of Documents:

- i. KSCL will have the sole discretion in relation to:
 - a. the interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
 - b. All decisions in relation to the evaluation of Proposals.
- ii. KSCL will have no obligation to explain or justify its interpretation of this RFP document, the Proposal(s) or their supporting/related documents/information or to justify the evaluation process or selection of the Selected Bidder.
- iii. In the event of conflicts of any sort among the Information and Instructions to Bidder and the Service Agreement, the documents shall be given the following priority:
 - a. Service Agreement,
 - b. Information and Instructions to Bidder.
- iv. KSCL reserves the right to use and interpret the Proposal documents, data etc. it receives from the Bidder(s) in its absolute discretion.



Chapter – 2: Key clauses of Contract

2.1 Sub-contracting

- 2.1.1 The Operator may sub-contact any portion of work with the approval of the KSCL but shall not assign the contract without the approval of the Operator in writing. Sub-contracting does not alter the facility management contractor's Obligations and responsibilities under the contract.

2.2 Other Contractors

- 2.2.1 Operator shall cooperate and share the site with other contractors, Occupants, Operators, Public Authorities, utilities and the engineer between the dates given in the schedule of other contractors, as and when engaged by KSCL.
- 2.2.2 Operator shall as refer to in the contract data, also provide facilities and services for them as described in the schedule. KSCL may modify the schedule of other contractors and shall notify the Operator of any such modification.

2.3 Materials, Machinery & Equipment

- 2.3.1 The Operator shall arrange and supply at his own cost all material, machinery, equipment, plant, tools, appliances, implements, ladder, cordage, tackle, scaffoldings, water and power supply or referred conditions or all which may be necessary for the purpose of satisfying or complying with the requirements of KSCL as to any matter which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage therefore to and from the work.
- 2.3.2 The Operator shall bear all the taxes including transportation, loading, unloading, stacking storage, safe custody against the damage due to sun, rain, dampness, fire, theft etc.
- 2.3.3 The Operator shall procure all material from sources approved by the KSCL in writing. All the material brought to the site shall be duly accounted for by the contractor and got insured against loss due to any reason what so ever. Proof regarding this supported by the copies of the requisite document shall be regularly submitted to the Representative appointed by the KSCL. The KSCL may summon the complete record of the procurement of materials from the contractor at any time if needed. At site, the material shall be accounted in a manner prescribed by KSCL in writing.
- 2.3.4 The material procured by the contractor shall be strictly according to the specification of that material conforming to ISI standard or any other approving authority as applicable.
- 2.3.5 Storage of the material should be as per approved norm. No damaged or inferior material will be kept at site of work for more than seven days from the date of orders of KSCL to remove the material.
- 2.3.6 Operator will not make any additions or alterations to the structure or develop new areas or facilities or make any new constructions within /outside the complex without consulting/written approval of KSCL.



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2.4 Labour

- 2.4.1 The Operator shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
- 2.4.2 The Operator shall, if required by the KSCL, deliver to the KSCL a return in detail, in such Section 1 and at such intervals as the authorised officer of KSCL may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the site and such other information KSCL may require.

2.5 Compliance With Labour Regulations

- 2.5.1 During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all the existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local KSCL and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authorities.
- 2.5.2 The Contractor shall keep KSCL indemnified in case any action is taken against KSCL by the competent authority on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If KSCL is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for non- observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments If any on the part of the contractor, the Engineer/Employer shall have the right to deduct any money due to Operator, the Engineer/Employer shall have the right to deduct any money due to the Operator including his amount of performance security. KSCL/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by KSCL.
- 2.5.3 The employees of the Operator and the Sub-Contractor in no case shall be treated as the employees of KSCL at any point of time.

2.6 Insurance

- 2.6.1 The Operator shall provide, in the joint names of KSCL and the Operator, insurance cover from the Start Date to the end of the Maintenance Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risk:
 - a. loss of or damage to the Works, Plant and Materials
 - b. loss of or damage to Equipment
 - c. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract: and
 - d. Personal injury or death.
- 2.6.2 Policies and certificates for insurance shall be delivered by the Operator to the KSCL for the KSCL's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.



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- 2.6.3 If the Operator does not provide any of the policies and certificates required, KSCL may affect the insurance which the Contractor should have provided and recover the premiums KSCL has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 2.6.4 Alterations to the terms of insurance shall not be made without the approval of the KSCL.
- 2.6.5 Both parties shall comply with any conditions of the insurance policies.

2.7 Safety

- 2.7.1 The Operator shall be responsible for maintaining the safety of all activities on the site.
- 2.7.2 In respect of all labour directly or indirectly employed in the work for the performance of the Operator 's part of this contract, the Operator shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith.
- 2.7.3 Operator is responsible for co-ordination and management of delivery of services from AMC vendors/suppliers/contractors, therefore for ensuring safety compliance by them, Operator is required to monitor the delivery of service and report client in case of non-compliance of safety requirements immediately.

2.8 Taxes

- 2.8.1 GST, if applicable is to be rendered by the Operator, shall be reimbursed by KSCL to the Operator, subject to the Operator regularly furnishing to The KSCL, the proof of depositing the GST to the concerned department.
- 2.8.2 As a condition, precedent for reimbursement of the GST, the Operator shall provide a valid GST registration number issued by the concerned Statutory authority.
- 2.8.3 The financial liability on account of any other applicable taxes, as may be applicable on the amounts received by the Operator from KSCL shall be solely borne by the Operator. The Operator alone shall be responsible in all respects for the payment of all taxes including Income Tax etc. in a timely manner and filing the returns in respect thereof as per the applicable laws.
- 2.8.4 However, towards compliance with the applicable Tax laws, KSCL shall deduct applicable taxes from the payments to be made by KSCL to Operator and Operator shall not object to the same. If no payment is due this will be added to the Gross Revenue to be shared by Operator to KSCL.
- 2.8.5 Kanpur Municipal Corporation will exclude any tax charged by a municipal corporation, such as house tax & water and sewerage charges. Because this infrastructure is Kanpur Municipal Corporation's property.
- 2.8.6 Operator should have to pay advertisement tax payable as per advertisement policy-2023 or statutory modifications or enactments being enforced from time to time.

2.9 Liquidated Damages

- 2.9.1 The Operator shall pay liquidated damages to the KSCL at the defined rates. The total amount of liquidated damages shall not exceed the amount defined in the Notional Contract Amount. The KSCL may include the liquidated damages in payments due from



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Operator.

- 2.9.2 In case of continued default or repetitive non-performance at regular intervals, KSCL may go on enhancing the levy of liquidated damages, each time limited to 1% of the amount of contract per month of further default subject to maximum limit as defined in the Contract Data.

2.10 Cost Of Repairs

- 2.10.1 Loss of damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the duration of Contract shall be remedied by the Operator at Operator's cost if the loss or damage arises from the Operator 's acts or omissions or damage to main Operator 's work.

2.11 Manuals & Registers

- 2.11.1 The Operator shall provide updated asset register recording the actual condition of the assets at the time of takeover and at the end of the contract period.
- 2.11.2 If the Operator does not submit the asset register at the end of the contract period or they do not receive the KSCL's approval, the KSCL reserves the right to withhold all payments due or recover the same from the Performance Security.

2.12 Force Majeure

Force Majeure Event: Force Majeure Event shall mean any event or circumstance or a combination occurring in India set out hereunder, which affect or prevent the Party claiming Force Majeure ("Affected Party") from performing its obligations:

A. Non-Political Events

- a. Acts of God or natural disasters beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, including but not limited to storm, cyclone, typhoon, hurricane, flood, landslide, drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the implementation of the Project.
- b. Radioactive contamination, ionizing radiation
- c. Epidemic, famine.
- d. An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, military action, nuclear blast.
- e. Strikes or boycotts or industrial action or any public agitation of any kind;
- f. Any event or circumstances of a nature analogous to any of the foregoing.

B. Political Event

- a. Change in Law, other than any Tax laws, rules and regulations, to which the provisions of Change in Law as per the contract cannot be applied;
- b. Expropriation or compulsory acquisition by any Competent KSCL of the Project or part thereof or any material assets or rights of the Operator; provided the same has not resulted from an act or default of the Operator or such person;

Above are only key events of Force majeure and KSCL may appropriately add /modify terms in the Contract.



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2.13 Termination

2.13.1 The authorized officer on behalf of the KSCL may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, 6 months' notice in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Contract with a copy to KSCL.

2.13.2 Fundamental breaches of Contract include, but shall not be limited to the following:

a. Breach of contract by Operator

- i. the Operator stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the authorized officer of the KSCL
- ii. the Operator is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- iii. the authorized representative of the KSCL gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Operator fails to correct it within a reasonable period of time determined by the authorized representative of KSCL
- iv. the Operator does not maintain a security which is required
- v. the Operator has delayed the provision of services by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data;
- vi. If the Operator, in the judgment of the KSCL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- vii. If the Operator, having been given a notice in writing by the KSCL, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, un workman like manner or not in accordance with sound Engineering practices or without complying with the

In case of Company Incorporated under Companies act in 1956 /2013– The changes in directors, is permissible but the contract will remain enforce only in the name of company registered with registrar of companies and quitting directors will not have any individual rights on contract

Under All circumstances mentioned above a written information should be given to the KSCL/Then employer

Breach of contract by KSCL

- viii. the authorized representative of the KSCL instructs the Operator to delay the progress of works and the instruction is not withdrawn within 28 days.
- ix. the KSCL is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- x. Operator displays the illegal advertisement on the third instance/notices LED panel.
- xi. Toilet is not maintained as per the ODF++ Standard of SBM. After third notice the contract is liable to be terminated.



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- 2.13.3 If the Contract is terminated the Operator shall stop work/services immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.
- 2.13.4 After the termination of the contract under this clause, the KSCL shall be at liberty to get the balance work/services executed through some other contractual agency or through departmental means or to abandon the balance work/services altogether or to modify the design and scope of the work/services in any manner. The Operator shall have no claim against KSCL in this regard.

2.14 Payment Upon Termination

- 2.14.1 If the Contract is terminated because of a fundamental breach of Contract by the Operator, the authorized representative of KSCL shall issue a certificate for the value of the work done/services less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the KSCL exceeds any payment due to the Operator the difference shall be a debt payable to the KSCL.
- 2.14.2 If the Contract is terminated because of a fundamental breach of Contract by the KSCL, the KSCL shall issue a certificate for the value of the work/services done. This work value shall take into account the cost of balance material brought by the Operator and available at site, the reasonable cost of removal of Equipment, repatriation of the Operator 's personnel employed solely on the Works, and the Operator 's costs of protecting and securing the works and less advance payment received up to the date of the certificate, less other recoveries due in terms of the contract and less the taxes due to be deducted at source as per applicable law.
- 2.14.3 No Compensation for Alteration in or Restriction in Works
- 2.14.4 If at any time , after the commencement of the work the Government, for any reason whatsoever, does not require the whole Project/Work or part thereof to be carried out, the authorized representative of the KSCL shall give notice in writing of the fact to the Operator, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of work not having been carried out, neither shall he have any claim for compensation by reasons of any alteration having been made in the original specifications, drawings , designs and instructions , which shall involve any curtailment of the work originally contemplated.

2.15 Deduction For Non-Performance

- 2.15.1 Subject to the terms and conditions mentioned in the Contract, any deficiency by the Operator in the performance of its delivery obligations, shall render him liable to any or all of the following penalties.

Description	Expected for upkeep	Minimum Obligation	Deduction recovery to be affected in the notational Contract amount
Bus Stop waiting Hall	100%	99.5%	2% of the notational Contract amount



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Children Play Area	100%	98%	0.5% of the notationalContract amount
LED Panels	100%	98%	1% of the notationalContract amount
Pathway & Railing	100%	100%	2% of the notationalContract amount
CCTV	100%	98%	1% of the notationalContract amount
Shortfall in Deployment of minimum manpower	100%	100%	3% of the notional Contract amount
ODF++ standard toilet complex	100%	100%	3% of the notional Contract amount
Minor Defects	100%	98%	1% of the notional Contract amount
Major Defects	100%	95%	2% of the notional Contract amount
Housekeeping works as per Agreement	100%	95%	2% of the notional Contract amount

2.15.2 In case of repetitive instances of non-performance regularly, KSCL may take necessary action for termination of Contract and forfeiture of Performance Bank Guarantee after issuing a maximum of three months' notice.

2.16 Obligations of Operator

2.16.1 General Obligations

A. Standard of Performance

The Operator 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 Operator shall at all the times support and safeguard the KSCL's legitimate interest in any dealings with the other parties.

B. Law governing Services

The Operator shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the personnel of Operator, comply with the



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Applicable Law.

C. Conflict of Interest

The Operator shall hold the KSCL's interest's paramount, without any consideration for future works, and strictly avoid conflict with other assignments or their own corporate interests.

a. Prohibition of conflicting activities

The Operator shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or and their professional activities which would conflict with the activities assigned to them under this Contract.

D. Confidentiality

Except with the prior written consent of the KSCL, the Operator 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 Operator and the Personnel make public the recommendations formulated in the course of or as a result of the Services.

E. Liability of the Operator

Subject to additional provisions, if any, set forth in the Contract, the entire and collective liability of the selected Operator arising out of or relating to this agreement will be to the extent of the agreed final total fee as quoted by the Operator.

The liability of the Operator shall be as per the scope of work defined in Form – A.

F. Operator's actions requiring KSCL's prior approval

The Operator shall obtain KSCL's prior approval in writing before taking any of the following actions

- a. Any change or addition to the Personnel listed as key professionals under the Scope of Work, Form – A
- b. Any change in equipment / material in respect of make, quality or other criteria, which the Operator furnished in Form – A.

2.16.2 Special Obligations for This Infrastructure

- i. Operator has to run all the facilities provided in enclosed list of facilities in a manner as deemed and desired by Management of KSCL for the purpose of achieving the motto of establishment facilities to citizens of Kanpur.
- ii. The operations of all activities have to be managed professionally and adequately trained staff have to be employed.
- iii. All facilities have to be operated with excellence without ignoring any part of infrastructure established whether it is revenue generating or not.
- iv. Prime motto of Infrastructure is to provide ease and comfortable waiting space to the public with good sanitary condition.
- v. The shop area on ground, office space on first floor, LED Panel (04 Nos.) already installed. LED displays spaces as marked on the map, 06 Backlit Panel Space on Bada Chauraha to Kutchery Road, 03 Backlit Panel space on UHM Hospital Boundary. Public Toilet Complex as per rate approved by the KNN shall be used only for revenue generation in legal manners and any activities prohibited by law



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shall lead to termination of the contract.

2.17 Obligation of the KSCL

2.17.1 Assistance and exemptions

KSCL shall assist the Operator and his staff for getting necessary statutory permissions, approvals (if any) as may be required under the law for their stay at project site and for providing Services as per Scope of Work defined in Form– A. Such assistance shall not be considered as KSCL's obligation.

2.17.2 Access to Land/Premises

The KSCL warrants that the Operator shall have, free of charge unimpeded access to all land at the Project site in respect of which access is required for the performance of the Services. The KSCL will be responsible for any damage to such land or property thereon resulting from such access and will indemnify Operator and each Personnel in respect of liability for any such damage, unless such damage is caused by default or negligence of Operator or Personnel or any affiliate of them.

2.17.3 Change in 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 which increases or decreases the cost incurred by Operator in performing the Services, then the remuneration and reimbursable expenses as otherwise payable to the Operator under this Contract shall be increased or decreased accordingly by agreement between the parties hereto.

2.17.4 Payment

The payment of Fixed Rental Per Annum will be done on Quarterly basis within 15 days of start of each Quarter upon invoice being generated by KSCL and directly credited to the designated bank account of KSCL during contract period. Details of remittance and a copy of the Books of Accounts forming the basis of such payment shall be submitted both in hard copy and softcopy format to the designated KSCL official.

2.17.5 Office Space

KSCL will provide office space to Operator within the Bus Stop Complex as per need. However, furniture, hardware and software infrastructure and any other infrastructure required shall be arranged by Operator.

2.17.6 Miscellaneous Cost

All Miscellaneous Cost like AMC, Insurance (Project related), Utility Bills, Liaising Fee etc. will be paid by Operator. KSCL if required shall assist and facilitate in selection of vendors/suppliers for the rendering the services.

2.17.7 Utilities

Utilities like Water and Power Supply connections will be provided by the KSCL to Operator, however the maintenance of infrastructure required for use of water and power supply as well as payment of the utility bills as per actual consumption except house tax and water and sewerage charges shall be the responsibility of Operator.



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2.18 Rights of Operator

The operator will have broadly have following rights during the term of agreement: -

- i. The Operator has got right to display advertisement on 04 LED screens (already installed). However, KSCL makes the following reservations /preferences with respect to time for display/ streaming of KSCL / other government schemes on the LED screens as tabulated hereunder:

	Timings	Duration
Morning	09:00 AM to 2:00 PM	01 Hour
Evening	05:00 PM to 09:00PM	01 Hour

- ii. The Operator has got right to install 03 Backlit panel on the wall of UHM Hospital Boundary up to Public Toilet Complex size of the panel will be 3' x 4'.
- iii. The Operator has got right to install 06 Backlit Panel on the wall of Allahabad Bank side road from X-ing to Kactchery Road.
- iv. The Operator has got right to install LED display (still) on the top of the bus stop 02 Nos. 06'x2' and 8'x3'.
- v. The Operator has got right to charge on the use of public toilets on rates approved by the KNN.

2.19 Financial Obligations of Operator

The operator has to incur following expenses out of his pocket and which will not be disbursed or shared by KSCL/KNN under any circumstances: -

- i. All salaries of Admin Staff, Security, House Keeping, gardeners or any personnel deployed for operations and maintenances.
- ii. All electricity bills.
- iii. DG Set Fuel.
- iv. AMC of all equipment and services.
- v. Govt. Taxes and levies as per govt. rules and regulations. (House Tax & Water Tax Exempted being Property of KNN) but advertisement tax be compulsory payable on the prevailing rate as per Vigyapan by laws 2023 or statutory modifications or enactments being enforced from time to time.
- vi. Annual repairs and maintenance of building and equipment.
- vii. The payment of Fixed Rental Per Annum will be done on Quarterly basis within 15 days of start of each Quarter upon invoice being generated by KSCL and directly credited to the designated bank account of KSCL during contract period.
- viii. The Rent will increase by 05% in every year.
- ix. GST on Lease Rent if so applicable



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- x. Insurance charges of Premises and equipment.
- xi. Capital Expenditure of Loose Equipment will be done by Operator. Which will remain his property forever.

2.20 Continuity/Extension/Renewal of Contract

- 2.20.1 The extension or renewal of the contract in terms of increase in duration of contract or addition in scope of work, if required by the KSCL/KNM, shall be conducted based on the performance of the Operator for additional two Years subject to increment in rent.
- 2.20.2 The extension or renewal of the contract shall be as per the mutually agreeable terms and conditions worked out between the KSCL/KNM and Operator then upon.
- 2.20.3 In Case KSCL gets merged with any other department or transfer it's assets to land owner or any other department / govt. body / PSU / Private Entity the Rights of Operator will continue as it is for the period for which contract is awarded and such new employer will have to abide by the terms of this RFP & subsequent Contract.
- 2.20.4 In Case Operator bears losses and at his own option wishes to quit before the expiry of term of contract from the contract then Operator has to give at least 6 Months prior notice to KSCL/Then Employer in writing expressing the reason and on quitting without any prior written notice the annual rent equivalent to amount of 12 months will be recovered from Operator.



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Chapter – 3: Schedule of Requirements.

3.1 About “BUS STOP AND ADJACENT FACILITIES DEVELOPED UNDER SMART CITY MISSION NEAR BADA CHAURAHA, KANPUR”

Bada Chauraha is the busiest X-ing in the city as well as the heritage place for The Kanpur. District Court, Collectorate, GPO, Z-Square Mall, Kotwali, Meston Road and Naveen Market are the places which surround Bada Chauraha. KSCL has developed a world class bus stop near Bada Chauraha along with beautification and placemaking. An ODF++ standard 20 Seat Public toilet is also constructed.

3.2 Facility Area

The project location is right in the heart of the city i.e. Bada Chauraha. It is easily accessible from the metro, which is about 100 Meters away. The projected facility facilities at Bus Stop and adjacent facilities developed under Smart City Mission near Bada Chauraha are mentioned below.

S.NO.	NAME OF SPACE	FACILITY COMPONENT	NOS.	TOTAL AREA IN SQ.MTR.	TOTAL AREA IN SQ.FT.
A	GROUND FLOOR				
1	WAITING LOUNGE	A waiting space for public who wants to get bus. This space includes a 1.5-ton split AC for comfort of public and a water cooler for drinking water.	01	25.00	269.00
2	SHOP	Dedicated space for commercial shop which can facilitate public waiting for bus and nearby public.	01	11.78	126.75
3 (A)	TOILET	A 02 Seated Male Toilet and Female Toilet of 02 Seat for Public.	02	11.68	125.68
3 (B)	TOILET	A 16 Seated Public Toilet with ODF++ Standard.	01	137.18	1476.00
4	LED SCREEN	P4 Series LED Video Wall supporting live camera, Laptop Live, PPT, DVI VGI, HDMI with A4 5G Processor and AUX for audio. For advertisement Purpose and Revenue Generation purpose.	2	3.15 3.15	33.89 33.89
5	KIDS PLAY AREA	A play/sitting space area for children and public.	1	56.55	608.47
6	PATHWAY	Pathway which joins Ram Asrey Park and Bus Stop. Built by Granite Stone with SS Railing and Planters.	1	108.96	1172.41



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	PATHWAY	Tempo Stand with Pathway of length 35.00 Meter	1	274.50	2954.69
S.NO.	NAME OF ROOM	FACILITY COMPONENT	NOS.	TOTAL AREA IN SQ.MTR.	TOTAL AREA IN SQ.FT.
	PATHWAY	C.C. Pathway opposite to Z-Square Mall	1	200.00	2152.00
7	HORTICULTURE	Horticulture work at Tempo Stand of size 4.00m x 0.70m	6	2.80	30.14
8	PLANTER	At Allahabad Bank Boundary	7	18.24	196.26
9	BENCHES	Stainless Steel Benches with shed at Tempo Stand	5	-	-
10	PARKING FLOOR	Parking space Infront of Kotwali	1	283.90	3055.87
11	BUS PARKING AREA	CC Built floor area to stop bus for public.	1	196.00	2108.96
B	FIRST FLOOR				
12	LED SCREEN	P4 Series LED Video Wall supporting live camera, Laptop Live, PPT, DVI VGI, HDMI with A4 5G Processor and AUX for audio. For advertisement Purpose and Revenue Generation purpose.	1	9.55	102.76
			1	5.75	61.87
13	OFFICE ROOM	A Room for office or other purpose.	1	24.79	266.74
14	TERRACE AREA	Open Terrace Space	1	144.61	1556.00

3.3 Broad Scope of Work

3.3.1 The Broad Scope of services required under through this RFP shall be as briefed below:

- i. Operator has to run all facilities in a manner as deemed and desired by the management of KSCL for the purpose of achieving the motto of establishment of facilities to citizens of Kanpur.
- ii. Operation of all activities here to be managed professionally and adequate trained staff have to be employed.
- iii. All facilities have to be operated with excellence without ignoring any part of the infrastructure.
- iv. All infrastructure to be made available for all Class of Society.
- v. Dedicating team of housekeeping, maintenance staff, horticulture maintenance team (gardening staff) and toilet maintenance staff should be deployed.



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- vi. Dedicated trained team for operation of LED panels& Backlit Panels be deployed.
- vii. Public Toilet should be maintained as per the ODF++ standard of Swach Bharat Mission.
- viii. Regular & Periodic maintenance of Pathway, Railing Lights & Statue areas children play area should be done with trained staff.
- ix. Disposal of garbage, wastes from all areas will be sole responsibility of operator.
- x. Operator has to maintain security of all infrastructure as provided in the list

3.4 Duration of Services

- 3.4.1 Initial contract period is 10 (Ten) years.
- 3.4.2 After completion of contract period of 10 (Ten) years on satisfactory performance of the vendor, the contract may be renewed for the term of 02 (two years) at KSCL's discretion, on same or mutually agreed amended terms & conditions, with overall cost escalation of 5% p.a. on incremented value of contract.

3.5 Payment Terms

- 3.5.1 The payment of Fixed Rental Per Annum will be done on Quarterly basis within 15 days of start of each Quarter upon invoice being generated by KSCL and directly credited to the designated bank account of KSCL during contract period. Details of remittance and a copy of the Books of Accounts forming the basis of such payment shall be submitted both in hard copy and softcopy format to the designated KSCL official.
- 3.5.2 All reporting requirement and copy of the major repair works to be reimbursed by KSCL will also be submitted along with the Remittance details. Performance of the Operator and timely payment of Fixed Rental Per Annum shall be monitored by the KSCL appointed officials.
- 3.5.3 Failure in quarterly payment of the Rent by the Operator within the prescribed time will attract a penalty of Rs. 10,000.00 (Rupees Ten Thousand only) in addition to the amount of rent due.
- 3.5.4 In case of continuous default by the Operator with respect to rent being paid for 2 or more quarters consecutively, KSCL reserves its right to terminate the Contract with the Operator .



Chapter – 4: Detailed Scope of Work, Forms for Bid Submission

DETAILED SCOPE OF WORK FOR THE FACILITY (SECTION 1)

4.1 Comprehensive Facility Management

- 4.1.1. The Facility Area where services of Operator are required shall include all areas mentioned in Chapter – 3: Schedule of Requirements, 3.2 Facility Area.
- 4.1.2. Operator may need to coordinate with these Contractors and Agencies to avail their services during the warranty / Defect Liability period for any assistance required.
- 4.1.3. All common areas with public utilities needs are under scope of work of Operator.

4.2 Broad Description of Facility Management

- 4.4.1 This scope of work essentially indicates Operations & Maintenance services pertaining to upkeep & smooth working of the entire bus stop premises including equipment's, building services, infrastructure, fixtures, accessories, utilities, and services, in the Bus Stop. Operation & Maintenance for the equipment/artifacts etc. will be carried out as per benchmarked for maintenance practices / OEM (Original Equipment Manufacturer) manuals / O&M Manuals provided by the Contractor.
- 4.4.2 The scope of work broadly includes the operation, maintenance and management of general building operations as described in this contract for the Project Facility. The Operator will be directly responsible for ensuring operational service levels and that the performance is met as per terms and conditions defined in this document. Facility Management Contractor (Operator) will be directly reporting to the officer authorised by the KSCL.
- 4.4.3 The Broad Scope of services required as below
 - i. Operator has to run all facilities in a manner as deemed and desired by the management of KSCL for the purpose of achieving the motto of establishment of facilities to citizens of Kanpur.
 - ii. Operation of all activities here to be managed professionally and adequately trained staff have to be employed.
 - iii. All facilities have to be operated with excellence without ignoring any part of the infrastructure.
 - iv. All infrastructure to be made available for all Class of Society.
 - v. Bus Stop & waiting area should remain operation from 08:00 AM up to 11:00 PM with good sanitary condition.
 - vi. Dedicating team of housekeeping, maintenance staff, horticulture maintenance team (gardening staff) and toilet maintenance staff should be deployed.
 - vii. Dedicated trained team for operation of LED panels & Backlit Panels be deployed.
 - viii. Public Toilet should be maintained as per the ODF++ standard of Swach Bharat Mission. Operational time should be 5:00 AM to 11:00 PM



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- ix. Regular & Periodic maintenance of Pathway, Railing Lights & Statue areas children play area should be done with trained staff.
- x. Disposal of garbage, wastes from all areas will be sole responsibility of operator.
- xi. Operator has to maintain security of all infrastructure as provided in the Facility Area list.
- xii. Security Services
- xiii. Plantation and Horticulture
- xiv. Waste Management
- xv. Parking Management
- xvi. Pest control
- xvii. Reporting and Complaint Management
- xviii. Coordination with Stakeholders

Please refer 3.2 Facility Area for details of various spaces.

4.3 Brief About Facility Management Services

4.5.1 The scope of work for facility management services is broadly divided into following categories:

a. Maintenance

- i. Breakdown Maintenance is defined as

The maintenance performed on equipment that has broken down and is unusable. It is based on a breakdown maintenance trigger. If breakdown occurs due to defects including manufacturing defects or defect due to faulty erection or any defective work or material, it would be covered under defect liability period or equipment warranty period as may be applicable.

- ii. Preventive Maintenance is defined as

The planned maintenance which is performed while the equipment is still working so as to reduce unexpected breakdown. This maintenance is scheduled based on time (monthly, quarterly, annually) or usage triggers. Activities in Preventive Maintenance are usually performed based on guidelines from equipment suppliers / manufactures and as per the O& M manuals provided by the Contractor/PMSP.

However, Operator scope of work includes Breakdown Maintenance, co-ordination and managing Vendors / Suppliers / Manufactures for performing preventive maintenance as per the O&M Manuals provided by the Contractor /Project Management Consultants / Supplier / Vendor / Manufacturers.

4.4 Duration of Services

- i. Initial contract period is 10 (Ten) years.
- ii. After completion of contract period of 10 (Ten) years on satisfactory performance of the vendor, the contract may be renewed for the term of 02 (two) years at KSCL's



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discretion, on same or mutually agreed amended terms & conditions, with overall cost escalation of 5% p.a. on incremented value of contract.

4.5 Scope of Work

4.7.1 Unless it is explicitly restricted, the scope of work under the Contract for Operator is as below:

a. Operation of Equipment / Fixtures

- i. The Operator shall ensure operation and upkeep of all equipment's (Electrical, Mechanical, AV, IT etc.) in accordance with Operation and maintenance manuals provided by Contractor/PMC / Supplier / Vendor / Manufacturers and ensuring safety of equipment and personal using it.
- ii. The Operator will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.
- iii. The Operator shall operate all fittings and fixtures (electrical / mechanical / plumbing etc.) on regular basis and ensure the smooth functioning of the area.
- iv. The Operator shall carry out daily, weekly, quarterly, half-yearly and yearly checks as per the O&M Manual for smooth operation and functioning of the area.
- v. In case the Operator installs the CCTVs , its cost (both installation and maintenance) shall be borne by the Operator. However, the CCTV, installed should be integrated with the Smart City Operations Centre (ICCC).
- vi. The Operator shall monitor and maintain the ambient room parameters (temperature humidity, noise level, required light levels etc.) for different components/areas/ exhibits/ artifacts as specified in the O&M manual carefully, at all times throughout the Contract period. Any damage done to the exhibits/ artifacts / equipment's due to non-maintenance of required ambient room parameters will be theresponsibility of Operator and shall make good the damaged exhibit / artifacts / equipment's at his own cost.

b. Housekeeping / Front Desk Management

i. Cleaning Services

The Operator shall

- i. Perform routine cleaning of the internal and external areas to meet the required service standard.
- ii. Additional housekeeping services as and when required by KSCL.
- iii. Deploy equipment's for cleaning and shall be responsible for maintaining these equipment's at all time. All costs for purchase/repair/spares/maintenance etc. for these equipment's will be borne by Operator.
- iv. Responsible for the safekeeping of these equipment's at the project facility and shall not take out these equipment's any time during the term of contract other than for repairs. In case such repairs take more than a week, Operator shall arrange to provide alternate equipment for the Project Facility.
- v. Adopt a proactive approach to the delivery of this Service. As such, they are required to report immediately any defects, deterioration, or damage to the property at Project



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Facility as soon as they become aware of such defects in the course of their duties under this Contract.

- vi. Dusting/cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobwebs and marks.
- vii. Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
- viii. Polishing / vacuum cleaning / cleaning of floors, carpets, carpet tiles, mats and mat wells and ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry. All carpeted areas are to be cleaned by the manufactures recommended methods and recommended intervals.
- ix. Clean all water tanks and disinfects specially before start of rainy season and as instructed by KSCL.
- x. Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.
- xi. Entrances, waiting area, children play area, paving, paths, roads, grounds amphitheaters, courtyard sand, lawns at the entrance, outside premises must be maintained so that no graffiti, debris, litter cigarette ends, dirt or spillages are apparent after cleaning.
- xii. Server Room, Control Room etc. must be free from dust, static electricity and be left clinically clean
- xiii. Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
- xiv. All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.
- xv. Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent

ii. Cleaning of Toilets

- i. All sanitary ware including sinks, wash hand basins, WC bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.
- ii. Floors should be cleaned to the same standard as other building floors. In addition, there should be no evidence of scum, grease, hair, and scale and the floors must be disinfected.
- iii. Soap dispensers must be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears.
- iv. All toilets should be kept fully stocked with supplies and should be made available at all times.
- v. Dispensers must be clean, dry and free from dust, marks and smears with clean towels fitted. Hot air dryers must be clean, dry and free from dust, marks and smears.

iii. Waste Management

- i. Renovation Debris is to be stored at designated space at designated area



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- ii. The Operator undertaking the renovation work would remove the debris when it amasses to a volume equivalent to a tempo load
- iii. Bins must be emptied, cleaned and dried inside and out, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.
- iv. Operator shall segregate the waste in recyclable and non-recyclable type and shall ensure proper disposal of waste as per the standards and directions provided by Competent KSCL
- v. Operator shall ensure that 100% of recyclable waste is being recycled.
- vi. Operator shall be responsible for arranging the transport and in consultation with KSCL, shall identify the area / frequency for garbage disposal.
- vii. The waste management methodology shall comply with the guidelines laid down by Municipal Solid Waste (Management & Handling Rules, 2016).

iv. Pest Control

The Operator shall be responsible for ensuring the disinfectants, insecticides and pesticides used for rendering the services shall be safe, having low toxic levels, duly approved by WHO and Central Insecticide Board.

Disinfestations Treatment

Pest Covered: Ants, cockroaches, silverfish, spiders, ticks, bugs, crickets, termites etc. The Operator shall take the following control measures:

- a. Intensive / extensive spray with oil / water-based chemicals.
- b. Frequency: Fortnightly as per client schedule and need base

Rodent Control

Pest Covered: Domestic / Field Rodents. The Operator shall take the following control measures:

- a. Baiting with anti – coagulant rodenticide / asphyxiates type chemicals
- b. Trapping with lures
- c. Eliminating rats / mice with glue traps
- d. Frequency: Monthly as per client schedule and need base.

Fly Control

The Operator shall take the following control measures:

- a. Sanitation
- b. Chemical control
- c. Frequency: Monthly as per client schedule and need base
- d. Sanitation
- e. Chemical control
- f. Frequency: Monthly as per client schedule and need base

Mosquito Control

The treatment will be carried out all over the premises and surrounding areas inside and outside. The Operator shall take the following control measures:



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- a. Residual Spot Spraying
- b. Fogging Operations
- c. Mist Blowing
- d. Frequency: Fortnightly as per client schedule and need base

v. Horticulture

The Operator shall be responsible for ensuring proper maintenance and upkeep of all horticulture works. Adequate equipment shall be procured by Operator including grass cutting machine and other tools required for maintenance of horticulture areas and shall provide seasonal plants and seasonal flowers. Operator shall make required arrangements and proper use of required insecticides, Pesticides, Fertilizers, Manure etc.

c. Management Services

The Operator shall be responsible for integrated facility management of the Facility Area and managing the following aspects for ensuring proper operation and maintenance of the facilities in the premises:

- i. Take ownership of all the services as described in scope of work and will work as an independent Unit.
- ii. Maintain a record of all the Equipment / assets at facility, keep record of the Vendors details, keep track of the dates of AMC/Warranty validity and inform Company when the validity is within 2 months of completion and also co-ordinate with vendors for extension of services on behalf of KSCL.
- iii. Make payment of all utility bills
- iv. Collection of License Fee, Rentals, Charges and Common Area Maintenance charges and account for the same in the project accounts.
- v. Calculation of common area maintenance charges.
- vi. Prepare a preventive maintenance plan for all equipment / fittings & fixtures, ensuring 100% compliance.
- vii. Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.
- viii. Keep the Inventory status of all spares and consumables required for the maintenance of the facility and update on a weekly basis, and maintain the records of consumption.
- ix. Conduct quarterly equipment health audits with and through the AMCService provider and submit a health status report to the Officer authorized by KSCL.
- x. Prepare and follow Standard Operating procedures for smooth functioning of the maintenance services within 30 days of commencement of the agreement.
- xi. Brief the representative on maintenance and operational proceedings on day to day basis.
- xii. Liaison with local, state authorities, and/or private agencies related to the Facility.
- xiii. Provide support and guidance to the KSCL in all matters as requested.
- xiv. Disposal of Garbage wastes from all areas will be the sole responsibility of the operator.



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- xv. The Operator shall report to a Nodal Officer appointed by KSCL for the management services as and when required.

d. Complaint management

The following are defined SLA times for responding and closure of complaints by Operator, and based on standards, and these present guidelines may be changed by KSCL from time to time.

Description of Complaints	Service required	Report	Complaint closure time
For Minor Defects	Rectification without any replacement by Operator personnel	Immediately	Twenty Four Hours
For Major Defects	To be decided in consultation with KSCL	Immediately	To be decided in consultation with KSCL
Item available locally	Rectification / Replacement by external agencies (Main Contractor PMSP/ Interior Contractor / Vendors / Manufacturer / Supplier	Immediately	One week
Item available domestically		24hrs	Two weeks

To the extent possible, Operator shall make ensure that the Vendor / Manufacturer performs their obligations as per the Contract. Even after Operator makes all the efforts, the Vendor/manufacturer fails to perform its obligations. The Operator shall notify the KSCL and ask for necessary action.

e. Reporting

The Operator shall establish a MIS system for reporting. The Operator shall submit the following reports within the stipulated time to the Authorized Officer of the KSCL:

- Initial Review Report
- Monthly Reports
- Revenue Collection and Expenditure Report



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f. Security Services

Security of Project Facility is in Operator scope. The activities and responsibilities of Operator are:

- To provide security services for the protection of life and property against theft, pilferage, fire etc.,
- Ensure safety and security of men and material.
- Prevent entry of stray animals like cows, dogs etc.,

g. MANPOWER

The Operator shall have to submit the list of proposed manpower required and to be deployed to efficiently and effectively manage the facility constructed at Bus Stop And Adjacent Facilities Developed Under Smart City Mission Near Bada Chauraha, Kanpur

h. PAYMENT TERMS

- The payment of Fixed Rental Per Annum will be done on Quarterly basis within 15 days of start of each Quarter upon invoice being generated by KSCL and directly credited to the designated bank account of KSCL during contract period. Details of remittance and a copy of the Books of Accounts forming the basis of such payment shall be submitted both in hard copy and softcopy format to the designated KSCL official.
- All reporting requirement and copy of the major repair works to be reimbursed by KSCL will also be submitted along with the Remittance details. Performance of the Operator and timely payment of Fixed Rental Per Annum shall be monitored by the KSCL appointed officials.
- Failure in quarterly payment of the Rent by the Operator within the prescribed time will attract a penalty of Rs. 10,000.00 (Rupees Ten Thousand only) in addition to the amount of rent due.
- In case of continuous default by the Operator with respect to rent being paid for 2 or more quarters consecutively, KSCL reserves its right to terminate the Contract with the Operator.



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Form 1: Letter of Technical Proposal Submission.

Date: dd / mm / yyyy

To,

Chief Executive Officer
Kanpur Smart City Limited,
Third Floor Nagar Nigam Mukhlaya, Motijheel,
Kanpur, 208002,
Uttar Pradesh, India

Subject: Request for Proposal for Selection of Agency for Operation & Maintenance of Bus Stop and adjacent facilities developed under Smart City Mission near Bada Chauraha, Kanpur.

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

With reference to your “Request for Proposal for Selection of Agency for Operation & Maintenance of Bus Stop and adjacent facilities developed under Smart City Mission near Bada Chauraha, Kanpur we hereby submit our Prequalification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the KSCL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b. We have submitted EMD of INR [] and Tender fee of INR [] in the <<Account details>>.
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of Submission of bid prescribed by KSCL and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the RFP document
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support and discounts etc.



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- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the KSCL may cancel the bidding process at any time and that KSCL is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact _____, email_ , contact no.

Thanking you,

Yours sincerely,

(Signature of the Lead bidder)

(Printed Name) Designation Seal

Date:

Place:

Business Address:



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Form 2: Format for Power of Attorney for Lead bidder of Consortium

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney]

Whereas _____ has invited RFP response for (Name of the Project)

Whereas, the Members of the Consortium comprising of M/s. ___, M/s. ___, M/s. ___ and M/s. ___ (the respective names and addresses of the registered offices to be given) are interested in bidding for the Project and implementing the same in accordance with the terms and conditions contained in the RFP Documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power and KSCL to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's RFP response for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s. _____ and M/s. _____ and M/s. _____ hereby designate M/s. _____

being one of the members of the Consortium, as the lead member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's RFP response for the Project, including submission of the RFP response, participating in meetings, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till the expiry of the Project Agreement.

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 or Consortium.

Dated this the _____ day of _____ 2025

(signature)

(Name in Block Letter of Executant) [seal of Company]

Witness 1 _____ Witness 2 _____

Notes:

To be executed by all the members individually, in case of a Consortium.

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.



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Form 3: Company Organization and General Experience

A. Brief company profile (required for both bidder and consortium member)

S. No.	Particulars	Description
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Incorporation date and number	
6.	GST number	
7.	MSME Registration Details (If Applicable)	
8.	PAN details	
9.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
11.	Role in Consortium (if applicable) Brief scope of work in the consortium	

B. Valid Certificate of Incorporation (required for both bidder and consortium member)



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Form 4: Financial Capacity of the Bidder

The financial turnover of the company has to be provided as per the following table:

Annual Turnover details (certified)			
#	FY- 2021-22	FY- 2022-23	FY- 2023- 2024

- Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover
- Positive net worth of the last five financial years as on 31.03.2024. Copy of self-certified statutory auditor certificate to be submitted along with the bid.



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Form 5: Declaration of Non-Blacklisting

(To be provided on the Company letter head)

Declaration for Lead Bidder:

To,
Chief Executive Officer
Kanpur Smart City Limited,
Third Floor Nagar Nigam Mukhlaya, Motijheel,
Kanpur, 208002,
Uttar Pradesh, India

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Selection of Agency for Operation & Maintenance of Bus Stop and adjacent facilities developed under Smart City Mission near Bada Chauraha, Kanpur.

Dear Sir,

We confirm that our company or firm, _ ,is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Lead Bidder)Printed Name

Designation

Seal

Date:

Place:

Business Address:



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Form 6 - Declaration for Consortium Member:

(To be provided on the Company letter head)

To,
Chief Executive Officer
Kanpur Smart City Limited,
Third Floor Nagar Nigam Mukhlaya, Motijheel,
Kanpur, 208002,
Uttar Pradesh, India

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Selection of Agency for Operation & Maintenance of Bus Stop and adjacent facilities developed under Smart City Mission near Bada Chauraha, Kanpur.

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

We confirm that our company or firm, _ ,is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Consortium Member)

Printed Name

Designation

Seal Date:

Place: Business Address:



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Form 7 - Consortium/Franchisees Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper of INR 100 duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2025 at [Place] among Kanpur Smart City Limited (KSCL) (hereinafter referred to as " _ ") and having office at [Address], India, as Party of the First Part and (hereinafter referred to as " _ ") and having an office at [Address], as Party of the Second Part and _

(hereinafter referred to as " _ ") and having an office at [Address], as Party of the Third Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS KSCL, Kanpur UP has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in Request for Selection of Agency for Operation & Maintenance of Bus Stop and adjacent facilities developed under Smart City Mission near Bada Chauraha, Kanpur

AND WHEREAS the Parties have had discussions for the formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

As MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a. Submit a response jointly to Bid for the "Selection of Agency for Operation & Maintenance of Bus Stop and adjacent facilities developed under Smart City Mission near Bada Chauraha, Kanpur" as a Consortium.
 - b. Sign Contract in case of an award.
 - c. Provide and perform the supplies and services which would be ordered by the KSCL pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the KSCL for Selection of Agency for Operation & Maintenance of Bus Stop and adjacent facilities developed under Smart City Mission near Bada Chauraha, Kanpur" for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- iii. The Lead Bidder shall be solely and severally responsible and bound towards the KSCL for the performance of the works in accordance with the terms and conditions of the BID document, and Contract. The consortium members, if any will support the lead bidder in successful implementation of the objectives.
- iv. (Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
 - a. To ensure the technical, commercial and administrative co-ordination of the work package
 - b. To lead the contract negotiations of the work package with the KSCL.
 - c. The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
 - d. In case of an award, act as channel of communication between the KSCL and the Parties to execute the Contract
- v. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
- vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as



below:

REQUEST FOR PROPOSAL (RFP)

OPERATION & MAINTENANCE OF BUS
STOP AND ADJACENT FACILITIES
DEVELOPED UNDER SMART CITY
MISSION NEAR BADA CHAURAH, KANPUR.

Party A:

Party B:

Party C:

- vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- viii. That this MoU shall be governed in accordance with the laws of India and courts in Kanpur shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part) (Party of the third part)

Witness:

i. —

ii. —



**REQUEST FOR PROPOSAL
(RFP)**

**OPERATION & MAINTENANCE OF BUS
STOP AND ADJACENT FACILITIES
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Form 8- Bank Solvency Certificate

(as per Banks Own format)



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Form 9 - Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper is to be in the name of the company who is issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorise Mr. or 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 our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

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.

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of _____, _____ and _____

Dated this the _____ day of _____ 2025

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1: _____ Witness 2: _____

Notes:

- a. *To be executed by all the members individually.*
- b. *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.*



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Form 10 - Anti-Collusion Certificate

[Certificate should be provided by Lead Bidder and on letter head]

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for Request for Proposal for “Selection of Agency for Operation & Maintenance of Bus Stop and adjacent facilities developed under Smart City Mission near Bada Chauraha, Kanpur” against the RFP issued by KSCL, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Lead Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:



**REQUEST FOR PROPOSAL
(RFP)**

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**Form 11 - Format for Experience in Operations, Maintenance and
Comprehensive Facilities Management.**

[All credentials should be followed by relevant documentary proof.]

Name of the Project & Location

Client's Name and Complete Address

Narrative description of the project

The contract value for the bidder (in INR)

Date of Start

Date of Completion

Activities undertaken by prime bidder or consortium member

N.B - If the project is ongoing, the bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self-certificate as per the format provided.



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Form 12 - Performance Bank Guarantee format

Ref:

Date :

Bank Guarantee No.

<Name>

<Designation>

<Address> <Phone Nos.> <Fax Nos.>

<Email id>

Whereas, <<name of the Contractor and address>> (hereinafter called "Operation & Maintenance Facility management Contractor ") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for

<<name of the assignment>> to KSCL (hereinafter called "the KSCL")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date _

Place _

Signature _

Witness _

Printed name _

(Bank's common seal)



**REQUEST FOR PROPOSAL
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Form 13 - Current Litigation Status

(on the Letterhead of the Firms)

Information on current litigation in which the Bidder is involved.

Name of Other Party(s)	Cause of dispute	Litigation where(Court/arbitration)	Amount involved

Signature of the Authorised Signatory:

Name:

Designation:

Company Seal:



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Form 14 - Financial Bid Submission

Format for Financial Proposal

Tendering Authority: Kanpur Smart City Limited			
Bidder Name:			
Title: REQUEST FOR PROPOSAL FOR OPERATION & MAINTENANCE OF BUS STOP AND ADJACENT FACILITIES DEVELOPED UNDER SMART CITY MISSION NEAR BADA CHAURAHA, KANPUR.			
Sr. No.	Description	Minimum Rental Value Per Annum (IN INR)	Price to be Quoted per Annum (Excluding Taxes) Amount in words
1	Bidder has to quote Annual Rent per year for Operation & Maintenance Of Bus Stop And Adjacent Facilities Developed Under Smart City Mission Near Bada Chauraha, Kanpur..	Rs. 50,00,000.00/- (Rupees Fifty Lakhs Only)	

Note- Important points to be considered by the bidder during filling Financial Proposal.

- GST to be paid as per applicable rules.
- Bidders quoting Highest rental value per annum i.e. H1 will be declared as the selected bidder.
- Bidders should submit their Financial Proposal in Excel format by filling up the BOQ file provided in the e-Tender portal in separate cover and uploading the filled up excel sheet. No financial details to be included in the Technical Proposal which will lead to rejection of the bids.
- Minimum Yearly Financial Quote is Rs. 50 Lacs.
- Rent will be increased by 5% every year.