



**REQUEST FOR PROPOSAL**  
**SELECTION OF AGENCY FOR OPERATION, MAINTENANCE AND PROVIDING**  
**COMPREHENSIVE FACILITY MANAGEMENT SERVICES**  
for  
**Kanpur Convention Centre, Kanpur**



**File No : KSCL/SPV/1186/25-26**

**Second Call**

**Kanpur Smart City Limited**



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KSCL may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

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The issue of this RFP does not imply that KSCL is bound to select Applicant or to appoint the Successful Applicant, as the case may be. KSCL reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

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

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### III Notice Inviting Tender (NIT)

**Kanpur Smart City Ltd. (KSCL)**, invites tenders from all interested applicants for ‘**Selection of Agency for Operation, Maintenance and Providing Comprehensive Facility Management Services for Kanpur Convention Centre, Kanpur**’ on behalf of Kanpur Smart City Limited.

#### **NOTICE INVITING TENDER**

The Chief Executive Officer (CEO), Kanpur Smart City Ltd.(KSCL) invites tender for the below mentioned work.

Sl. No.	Name of the Project	Earnest Money Deposit (EMD) (INR)
1.	Selection of Agency for Operation, Maintenance And Providing Comprehensive Facility Management Services for Kanpur Convention Centre, Kanpur (Second Call)	1,00,00,000.00 (Rupees One Crore Only)

1. Tender documents can be downloaded from website <https://gem.gov.in/> via GEM Auction Id – 25298.
2. The last date for Pre Bid Queries is 24-09-2025 till 12:00 noon through Email only on [ksclkanpur@gmail.com](mailto:ksclkanpur@gmail.com) and pre bid meeting will be held on 22-09-2025 at 02:00 PM in the CEO Office, Kanpur Smart City Limited, 3<sup>rd</sup> Floor, Kanpur Nagar Nigam Mukhyalaya, Motijheel, Harsh Nagar , Kanpur -208002 .Contact No. : +91-9839121096 & 8601805555.
3. The end date of online bid submission is 04-10-2025 till 03:00 PM and last date for Hard/ Physical Copy submission of Technical Bid Documents is 06-10-2025 till 03:00 PM.
4. Online Technical Bid Opening Date 04-10-2025 at 03:30 PM.
5. Bidders are requested to submit the EMD for an amount of Rs. 1,00,00,000/- (Indian Rupees One Crore only) through Demand Draft/Banker’s Cheque/RTGS/NEFT/Bank Guarantee in the bank account as per bank details provided in the Data sheet.
6. For more details :  
Contact Person: R K Tiwari (Nodal Officer KSCL)  
Contact Number: +91-9839121096  
Email: [ksclkanpur@gmail.com](mailto:ksclkanpur@gmail.com)

**Chief Executive Officer**  
Kanpur Smart City Limited





**Indicative Scope:**

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

1. Marketing, Business Development of the events (ceremonial, cultural, political, exhibitions etc.) and corporate Programs and Events by Educational Institutions.
2. End to end management of all events.
3. Comprehensive maintenance and upkeep of the entire complex to International standards
4. Operation and Maintenance of all equipment
5. Housekeeping and Sanitation services
6. Security Services
7. Plantation and Horticulture
8. Front Desk Management
9. Hospitality and catering services
10. Waste Management
11. Parking Management
12. Pest control
13. Reporting and Complaint Management
14. Coordination with Stake holders

**Bid Security/ Earnest Money (INR) :** -Rs. 100,00,000/- (Rupees One Crore Only)

**Eligibility:** Please refer Clause no. 1.2.4

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## Data Sheet

S. N.	DESCRIPTION	
1.	Title of Request for Proposal (RFP)	Selection of Agency for Operation, Maintenance and Providing Comprehensive Facility Management Services for Kanpur Convention Centre, Kanpur
2.	Broad scope of services	<p>The Broad Scope of services required under through this RFP, shall be inter alia as briefed below:</p> <ol style="list-style-type: none"> <li>1. Marketing, Business Development of the events (ceremonial, cultural, political, exhibitions etc.) and corporate Programs and Events by Educational Institutions</li> <li>2. End to end management of all events.</li> <li>3. Comprehensive maintenance and upkeep of the entire complex to International standards</li> <li>4. Operation and Maintenance of all equipment</li> <li>5. Housekeeping and Sanitation services</li> <li>6. Security Services</li> <li>7. Plantation and Horticulture</li> <li>8. Front Desk Management</li> <li>9. Hospitality and catering services</li> <li>10. Waste Management</li> <li>11. Parking Management</li> <li>12. Pest control</li> <li>13. Reporting and Complaint Management</li> <li>14. Coordination with Stake Holders</li> </ol>
3.	Contract Period	<b>Ten (10) years.</b>
4.	Name of the Client	Kanpur Smart City Ltd. (KSCL)
5.	Extension / Renewal/ Continuity	Upto maximum of 5 years on the discretion of KSCL.
6.	A. Downloading of RFP Document.	<p><b>Date :</b> 17-09-2025 <b>Time:</b> 08:00 PM</p> <p>Bidder can download the RFP document from <a href="https://gem.gov.in/">https://gem.gov.in/</a></p>
	B. Site Visit	<p><b>Date:</b> 20-09-2025 <b>Time:</b> 04:00 PM</p> <p><b>Note:</b> bidders are request to be present at this specified date and time for site visit as beyond this date not request for site visit will be entertained.</p>
	C. Pre-bid Conference	<p><b>Date:</b> 22-09-2025</p> <p><b>Time:</b> 02:00 PM</p> <p><b>Venue:</b>                      Kanpur Smart City Limited                      Office: 3rd Floor, Nagar Nigam HQ, Kanpur,                      208001, Uttar Pradesh. email:  <a href="mailto:ksclkanpur@gmail.com">ksclkanpur@gmail.com</a></p> <p>The pre-bid Conference will be parallely held through the Web in “Google Meet” Platform and those desire to join through web conferencing via this link –</p> <p>Pre-Bid Meeting for O&amp;M of Kanpur Convention Centre                      Monday, September 22 · 2:00 – 4:00pm                      Google Meet joining info                      Video call link: <a href="https://meet.google.com/gsz-bicb-wnk">https://meet.google.com/gsz-bicb-wnk</a></p>



		<b>Contact Person:</b> R K Tiwari (Nodal Officer KSCL) <b>Contact Number:</b> +91-9839121096 <b>Email:</b> ksclkanpur@gmail.com <i>Bidders may confirm their participation in the meeting to the above Official.</i>
7.	Downloading of RFP Documents	Bidders can download the RFP document from <a href="https://gem.gov.in/">https://gem.gov.in/</a>
8.	Last date and time of sending queries	<b>Date:</b> 24-09-2025 <b>Time:</b> 12:00 Noon
9.	KSCL's response to queries by	<b>Date:</b> 27-09-2025 Response to all the queries shall be uploaded on GEM Portal.
10.	A. Last date and time of Submission of Online Proposal (Proposal Due Date)	<b>Date:</b> 04-10-2025 <b>Time:</b> 03:00 PM
	B. Last date and time of Submission of hardcopy of the Proposal (Proposal Due Date)	<b>Date:</b> 06-10-2025 <b>Time:</b> 03:00 PM
11.	A. Date of opening of Pre-Qualification and Technical Proposal	<b>Date:</b> 04-10-2025 <b>Time:</b> 04:30 PM
	B. Technical evaluation of Bids and announcement of technically qualified bidders	As per Process
12.	A. Declaration of qualified parties for submission of EMD	<b>Date :</b> 10-10-2025
	B. EMD submission Date & Time	<b>From Date:</b> 13-10-2025 <b>Time:</b> 10:00 AM <b>Till Date:</b> 15-10-2025 <b>Time :</b> 02:00 PM
13.	Date of Auction	<b>From Date:</b> 16-10-2025 <b>Time:</b> 11:00 AM <b>Till Date:</b> 17-10-2025 <b>Time :</b> 03:00 PM Financial Proposal of technically qualified bidders will only be opened and evaluated. Bidders offering Highest annual rent per year of Concession Period i.e. H1 among technically qualified bidders shall be given the highest marks in the Financial Proposal. The H1 will be decided based on forward auction.
14.	Site Visit	Bidders are advised to submit their respective Proposals only after visiting the site and validating project information. Please communicate with the Contact Person at S.N. 6 for coordinating the site visit.
19.	Selection process	After Qualifying, the qualification and technical evaluation criteria, the bidder will submit the EMD and thereafter the H1 will be decided based on forward auction process conducted through the GEM Portal. ( <a href="https://gem.gov.in/">https://gem.gov.in/</a> )



20.	Implementation Process	<p>The date on which the Contract Agreement will be signed between KSCL and Selected Bidder will be identified as the 'Commencement Date';</p> <p>The Agency will be granted 90 calendar days from the date of signing the Contract to mobilize the project team as per the requirements stated in this RFP. The date on which the mobilization period gets completed will be identified as the 'Effective Date'.</p> <p>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).</p>
21.	Security Deposit/ Earnest Money Deposit (EMD) requested:	<p>The Bidder must submit a Security Deposit / EMD of Rs. <b>1,00,00,000.00</b> /- (<b>Rupees One Crore only</b>) in Indian Rupees in the Bank Account Details as mentioned below:</p> <p><b>Bank Account Name:</b> KANPUR SMART CITY LIMITED</p> <p><b>Bank Name:</b> Punjab National Bank</p> <p><b>Bank Account Number-</b> 0727000101193643</p> <p><b>Branch Name-</b> Swaroop Nagar Uttar Pradesh Kanpur</p> <p><b>IFSC Code:</b> PUNB0072700</p> <p><b>MICR Code:</b> 208024037</p> <p><i>Bidders are requested to refer clause 1.12</i></p>
22.	Performance Security requested (applicable to Selected Bidder)	<p>The Selected Bidder must submit Performance Security of the amount equivalent to <b>Rs. 5,00,00,000.00 (Rupees Five Crore Only)</b> in form of <b>BG/ FDR/TDR</b> issued in favour of <b>Chief Executive Officer, Kanpur Smart City Limited.</b></p> <p><i>Bidders are requested to refer Clause 1.11 for details and instructions.</i></p>
23.	Name(s), address(es), and telephone numbers of the official(s):	<p><b>Mr. Sudhir Kumar, IAS</b>  Chief Executive Officer,  Kanpur Smart City Ltd.  Regd. Office: 3rd Floor, Nagar Nigam  Mukhyalaya, Motijheel, Kanpur, 208002  Uttar Pradesh.  email: ksclkanpur@gmail.com</p> <p>Contact Number: +91-8601811111</p>
24.	Name and Address where queries/correspondence concerning this Request for Proposal is to be sent.	<p>Chief Executive Officer,  Kanpur Smart City Ltd.  Regd. Office: 3rd Floor, Nagar Nigam  Mukhyalaya, Motijheel, Kanpur, 208002  Uttar Pradesh.  email: ksclkanpur@gmail.com</p> <p><i>Bidders are instructed to send all email communications to the above-mentioned addresses only.</i></p>
25.	Submission of Proposal	<p>Proposals shall be submitted online only at <b>GEM Portal.</b>  <a href="https://gem.gov.in/">https://gem.gov.in/</a></p>

26.	Validity of Proposal	Proposals must remain valid for one hundred eighty (180) days after the submission date  <i>Bidders are requested to refer Clause 1.14 for details and instructions.</i>
27.	Language(s) of the submitted proposals:	English
28.	Bidder to state financial proposal in the national currency:	Indian Rupees (INR)
29.	Taxes	As per Clause no 1.3
30.	Selection Criteria for Qualification (eligibility)	<i>Bidders are requested to refer Clause 1.2.4 for details and instructions.</i>
31.	Evaluation Criteria for Technical Proposal	<i>Bidders are requested to refer Clause 1.2.4.1</i>
32.	Signing of Service Agreement (SA)	Within 15 (fifteen) days from issue of LOI.
33.	Commencement of Agreement:	Date of signing of contract.
34.	Mobilization Period:	90 days from the signing of Contract.
35.	Submission of all Statutory documents	Within 90 days from signing of Contract.
36.	Clauses on fraud and corruption in SA:	<i>Bidders are requested to refer Clause 1.16</i>
37.	Termination of Agreement	<i>Bidders are requested to refer Clause 2.13</i>

## Chapter – 1: Instruction to bidders

### 1.1 Introduction: International Convention Centre

Background and Rationale Kanpur Convention Center (KCC) is a state-of-the-art facility established under the auspices of Kanpur Smart City Limited (KSCL). Located in Chunniganj, Kanpur—a city recognized for its industrial legacy and ongoing modernization efforts—KCC stands as a strategic infrastructure meant to catalyze socio-economic growth. Kanpur has historically evolved as a textile and industrial hub, but in recent years, city administrators and development agencies have sought to broaden its appeal through improved urban amenities, digital initiatives, and public-private projects that enhance its competitiveness and livability.

#### 1.1.1 Genesis of KCC

The impetus for constructing a large convention center arose from repeated feedback that Kanpur lacked a versatile venue able to host corporate conferences, government summits, cultural events, and large-scale exhibitions. Feasibility studies undertaken by KSCL, in collaboration with urban planning experts, confirmed strong demand for such a facility in central Uttar Pradesh—particularly given Kanpur’s accessibility via railways, highways, and its proximity to other regional centers. Funding under the Smart City Mission, local municipal support, and alignment with the city’s development blueprint led to the conceptualization of KCC. Architectural design competitions and stakeholder consultations shaped its final design, emphasizing modern aesthetics, sustainability, operational efficiency, and adaptability for multiple event formats.

#### 1.1.1 Construction Milestones and Current Status

KCC’s construction was completed recently, following a phased approach: foundation works, superstructure development, mechanical/electrical installations, interior finishing, and final system commissioning. A comprehensive network of mechanical, electrical, plumbing (MEP) lines, HVAC solutions, and integrated safety features positions KCC for seamless operation. The final touches—furniture, signages, digital equipment—are ready, with only minor punch list tasks (if any) needed. From a purely physical standpoint, KCC is “ready for business.” To translate this structural completion into a thriving, revenue-generating convention venue, KSCL has elected to select a specialized, professional Operator with proven track records in facility management and event coordination. This RFP thus serves as the official invitation for national and international entities to propose how they would manage day-to-day operations, ensure financial sustainability, and help position KCC as a major events destination in North India.

### 1.2 General

#### 1.2.1 Scope of Tender

Kanpur Smart City Ltd. (KSCL) (hereinafter referred to as “The KSCL”) invites bids for the Selection of Agency for Operation, Maintenance and Providing Comprehensive Facility Management Services for Kanpur Convention Centre, Kanpur.

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 **Form A** for detailed scope of work and Annexure III for details of various spaces.

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

For the purpose of this RFP, KSCL shall mean Kanpur Smart City Ltd. (KSCL), an implementation agency for Operation, Maintenance and Providing Comprehensive Facility Management Services for Kanpur Convention Centre, Kanpur.

#### 1.2.3 Official In charge

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

#### 1.2.4 Eligibility Criteria

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

### Eligibility Criteria

This Invitation to Bid is open to all entities meeting or exceeding all of the following minimum Qualification criteria. Any Bidder not meeting even one of the qualification criteria as mentioned below shall be summarily rejected.

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in this Document. The Bidder must also possess the administrative capability, technical know-how and the financial wherewithal that would be required to successfully undertake the Project for the entire period of the Contract. The Bids must be complete in all respects and should cover the entire Scope of Work as stipulated in this Tender document.

Only agencies/ firms who meet the given minimum qualifying criteria are eligible to apply and agencies/ firms which do not meet the necessary eligibility criteria will not be considered for further evaluations.

### Qualification Criteria

S. No.	Clause	Documents Required/Details
1.	Bidder must be registered under the Companies Act, 1956 or Companies Act, 2013 or a partnership firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 or A Proprietorship. Bidder must have a valid PAN.	Copy of Certificate of Incorporation/ Partnership deed/ Registration self-certified by the Authorized Signatory of the company. As per Form 02.
2.	The Signatory signing the Bid on behalf of the Firm/Company should be duly authorized by the Board of Directors/Partners of the Bidder to sign the Bid on their behalf.	Power of Attorney/ Board Resolution executed by the bidder in favor of authorized signatory.





3.	Bidder/Single Group Entity/JV Entity must have an <b>average annual turnover of at least INR 30 crore</b> for the last three financial years: <b>2021-22, 2022-23, 2023-24.</b>	Last 3 years CA certified Balance Sheet. ITR for verification of turnover of Bidder/Single Group Entity/Single JV entity to be given. As per Form 04.
4.	Bidder should have experience of at least one <b>similar project</b> with any of the state government/Central Government/ PSU/ Local Bodies/ Private Ownership, of comprehensive facility Management Services.	Copies of the Performance Certificate/letter from the employers (clients) indicating successful running of facility with Agreement/SLA (Service Level Agreement) shall be attached as documentary proof of experience or public domain proof duly signed by Statutory Auditor/ CA/ Company Secretary/ Authorized Signatory as per format in Form 11. In case of JV or Group Entity experience of partners shall be considered as per their expertise. <b>For the Private Ownership experiences Bidder should also submit Copies of balance sheet and TDS Certificate.</b>
5.	Lead bidder may have experience or an association in getting manpower from a Security/housekeeping agency having experience of minimum 3 years providing manpower in a large infrastructure.	Attach documents of association with the agency.
6.	Bidder/Anyone JV/ group entity should have positive net worth for previous 3 financial years i.e. FY. 2021-22,2022-23 and 2023-24.	Certificate duly signed by Statutory Auditor/CA/ Company Secretary of the Bidder mentioning the net worth. This document should be UDIN Certified.
7.	Bidder must possess a valid PAN No., <b>GST Registration</b>	Copy of the Certificate and PAN
8.	Bidder/Any one JV/Group Entity should have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.	A self-certified letter as per the Form No 5.
9.	Bidder/JV/Consortium should not have been blacklisted by any government or quasi-government entity in India (Centre/ State/ Local Bodies, PSU or any State Organization etc.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on the date of submission of Bid.	A self-certified letter as per Form no.5.
10.	Labour Registration of bidder.	A self- Attested copy of Certificate.

### Group Entity/JV:

Group entity shall mean any entity fully owned and controlled by the present partners/Directors/ Shareholders of the Bidder/firm/company/LLP/proprietorship applying this bid or any Joint Venture (JV) agreement shall mean an agreement with clearly defined credentials of directors/partners/leading partners where in the bidder controls not less than 51% in the JV agreement.

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

### Eligible Projects :

Similar works executed for Convention Centre/ Commercial Complexes with multiple Banquet Halls/ Luxury Hotels/ Resorts/ among other projects of similar nature. In case of the bidder being a member of the joint venture / Sub Contractor for Eligible Projects, the bidder should have received 26% or more in the total project fees.

#### 1.2.4.1 Technical Qualification Criteria:

The bidder should have experience as given below for qualifying to financial bid Opening.  
(Minimum Qualifying Marks is 60)

S. No.	Clause	Marks	Max Marks
1.	Bidder/Consortium/JV should have experience of carrying out hospitality/ comprehensive facility management services in government institute/ organization/Private Ownership infrastructure.		30
	1 – 2 years	10	
	2 - 3 years	20	
	3 years above	30	
2.	Average Annual Turnover from similar services		20
	30 Crore to 50 Crore	10	
	More than 50 Crore	20	
3.	Bidder individually or together in consortium/JV should have experience in providing facility management services to Government Owned facilities such as Central/State Government/PSUs/ Nationalized Banks/ Private Ownership Infrastructure. <b>(At least built-up area of one facility managed by the bidder should be greater than or equal to 10,000 sqm.)</b> (As per Form 11).		30
	1 Project	10	
	2 Projects	20	
	More than 2 projects	30	
4.	Bidder/Consortium/JV should have experience of operations and management of Auditorium (min. capacity 250) & Cultural Centre.		10
	1-2 years	05	
	2-3 years	7.5	
	3 years above	10	
6.	Bidder/Consortium/JV having ISO 9001:2015 (relating to Quality Management Systems) & ISO 14001:2015 Certifications for Environmental Management Systems/ Certifications for the Service.	10	10
<b>Total marks</b>			<b>100</b>

#### 1.2.5 Proposal Preparation Cost

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

The Bidder, at his own responsibility 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

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

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 (OMFMC).

### 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 through GEM Portal Only (<https://gem.gov.in/>). The bidder are requested to submit the proposal following the guidelines for forward auction available at the GEM Portal ([https://gem.gov.in/training/training\\_module](https://gem.gov.in/training/training_module))

1.4.1.1.1 **Stage 1:** Qualification Bids by the prospective Bidders.

In this stage the Qualification / Eligibility Criteria mentioned in the RFP Documents along with the submitted copies of Bid Document will be examined. Technical Proposal of only those bidders who fulfill all the Qualification requirements will be considered for further evaluation for Stage 2.

1.4.1.1.2 **Stage 2:** EMD Submission

The Bidder must submit a Security Deposit / EMD of Rs. **1,00,00,000.00** /- (**Rupees One Crore only**) in Indian Rupees favour of “Chief Executive Officer, KSCL” through **Demand Draft/Banker’s Cheque/RTGS/NEFT/Bank Guarantee** in the bank account as per bank details provided in the Data sheet. EMD shall remain valid for a period of forty-five days beyond the final proposal/bid validity period.

1.4.1.1.3 **Stage 3:** Financial forward auction

1.4.1.1.3.1 The bidder who is qualified as per technical criteria of this RFP and EMD’s Submitted will be allowed to participate in Forward Auction.

1.4.1.1.3.2 The incremental bid price will be Rupees 10,00,000.00 (Ten Lakhs Rupees only) Bidders quoting Highest Royalty value per annum i.e H1 will be declared as the “Selected Bidder” to be called as Operation,

Maintenance and Facility Management Contractor" (OMFMC).

1.4.1.1.3.3 Bidders should submit their Financial Proposal in the GEM portal via forward auction. No financial details to be included in the Technical Proposal which will lead to rejection of the bids.

1.4.1.1.3.4 **The following points should be considered before participating in the financial forward auction.**

**A. Annual Rent per year for OPERATION, MAINTENANCE AND PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES For Kanpur Convention Centre, Kanpur.**

- Minimum Yearly Financial Quote is Rupees 500.00 Lakhs.
- The rent will be increased @ 5% every year.
- The operator has to strictly obtain the required license within the mentioned mobilisation period.

**1.4.2 Special Instructions for Preparation of Proposal**

- i. **Language:** - The proposal and supporting documents shall be in English language unless otherwise specified.
- ii. **Currency:** - Bidders shall express the price of their Financial Proposal in India Rupees (INR) only.
- iii. 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 Chapter 4 & 5. 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.
- iv. 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.
- v. It shall be deemed that prior to the submission of the Proposal, the Applicant has:
  - a) Made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;



- b) Received all such relevant information as it has been requested from KSCL; and
  - c) 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,  
Kanpur 221010, U.P

**Contact Person: Sudhir Kumar, IAS**

**Contact Number:** +91-8601811111

**Email for communication:** ksclkanpur@gmail.com

Note: Queries will be entertained only if submitted on the above E-mail id.

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 and Providing Comprehensive Facility  
Management Services for Kanpur Convention Centre, Kanpur.”**

The applicant shall mention the name of firm and contact details of their representative on the 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 Chapter-4 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 Chapter 4.

Scanned copies of following documents required for Technical Proposal shall be uploaded as specified in clause 1.2.4.1.

<b>Form No.</b>	<b>Enclosures to the Technical Proposal</b>
Form 1	Letter of Technical Proposal Submission
Form 2	Bidder's Authorization Certificate
Form 3	Company's Organization and Experience
Form 4	Financial Capacity of the Bidder
Form 5	Declaration for Non-Black Listing
Form 6	Details of Human Resources Proposed
Form 7	Consortium Agreement
Form 8	Bank Solvency Certificate
Form 9	Power of Attorney to Authorised Signatory
Form 10	Anti-Collusion Certificate
Form 11	Experience in Operation, Maintenance and Comprehensive Facilities Management
Form 12	Performance Bank Guarantee Format
Form 13	Format for Curriculum Vitae of Proposed Personnel
Form 14	Current Litigation Status

#### **1.4.7 Applicants submission for Financial Proposal**

- i. The Financial Proposal shall be prepared using the attached Standard Forms as per (Chapter 5) and scanned copy of the financial proposal shall be uploaded.
- 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 quoted in INR exclusive of GST for 1 year.
- v. All applicable taxes shall be paid by the Agency.

#### **1.4.8 Assistance to Bidders**

- a) 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.

#### **1.5 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

#### **1.6 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 (Qualification Documents)**

The documents in Cover I 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: Qualification Documents**

- Is accompanied by the Power(s) of Attorney as specified in Form 2 & Form 9, as applicable.
- Contains information in the forms specified in this RFP; and fulfills the conditions of Pre- Qualification /Eligibility Criteria.
- The documents in Cover 1 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:
- Is received by the Proposal Due Date pursuant to point 10 of the Data Sheet
- Is submitted pursuant to Clause 1.2.4
- Is accompanied by the Power(s) of Attorney as specified in Form 2 & Form 9, as applicable.
- Contains all the information as requested in the RFP

KSCL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification; substitution or withdrawal shall be entertained by KSCL in respect





Selection of Agency for Operation, Maintenance and Providing Comprehensive Facility Management Services for Kanpur Convention Centre, Kanpur  
of such Proposals.

KSCL would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.7 and the criteria set out in Clause 1.2.4 of this RFP.

#### **Stage 2: Opening of Cover 2 (Submission of EMD)**

The technical qualified eligible bidders will have to submit the EMD fee within the date mentioned as per data sheet.

#### **Stage 3: Opening of Cover 3 (Financial Forward Auction)**

The technical qualified eligible bidders and those who have submitted the EMD will be invited for financial forward auction as per the date mentioned in data sheet of this RFP.

### **1.7 Evaluation of Proposal**

#### **1.7.1 Technical Evaluation**

The Technical Proposal of bidders will be evaluated for compliance with the eligibility/Technical criteria as defined in the RFP clause 1.2.4.1.

In order to Qualify in the Technical Evaluation stage, the bidders should secure a minimum of 60% marks in the Technical proposal.

#### **1.7.2 Submission of EMD**

The technical qualified eligible bidders will have to submit the EMD fee within the date mentioned as per data sheet.

#### **1.7.3 Financial Forward Auction**

Bidders offering Highest annual rent per year of Concession Period i.e **H1** among technically qualified bidders shall be given the highest marks in the Financial Proposal. The H1 will be decided based on forward auction basis on the GEM portal.

#### **1.7.4 Selection of Bidder**

After financial evaluation, the **H1** Bidder after financial evaluation shall be identify the “**selected bidder**”.

### **1.8 Award of Work**

After selection, a Letter of Intent (the “LOI”) 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 LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI 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 LOI, and the next eligible Applicant may be considered.

### **1.9 Execution of Service Agreement**

After acknowledgement of the LOI 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.

### **1.10 Implementation Process and Contract Period**

The date on which the Contract will be signed between KSCL and Selected Bidder will be

#### **1.10.1 Mobilisation Period**

The Agency will be granted 90 calendar days from the date of signing the Contract to mobilize the project team as per the requirements stated in this RFP. The date on which the mobilization period gets completed will be identified as the 'Effective Date'

#### **1.10.2 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 120Months)**.

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

### **1.11 Performance Security (5 Crore validity period 10+1 year)**

- 1.11.1** 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 5 Crore as stipulated in the conditions of RFP.

The Selected Bidder must submit Performance Security of the amount equivalent to **Rs. 5,00,00,000.00 (Rupees Five Crore Only)** in form of BG/ FDR/TDR issued in favour of **Chief Executive Officer, Kanpur Smart City Limited**. Refer to Data Sheet (Sr. No. 22).

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 Bid Security.

- 1.11.2** The performance security will be for a period of 10+1 (11) years and shall be valid for ONE YEAR after the scheduled completion date.
- 1.11.3** 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.
- 1.11.4** 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.

**1.11.5 Appropriation of Performance Security**

Performance Security submitted by the OMFMC shall be forfeited if the OMFMC fails to commence operations as per the requirements of this RFP. In the event the OMFMC fails to perform 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 OMFMC.

Upon occurrence of a OMFMC 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 OMFMC Default or failure to meet any Condition Precedent. Upon such appropriation from the Performance Security, the OMFMC 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 OMFMC shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the OMFMC Default or to meet any Condition Precedent, and in the event of the OMFMC 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.

#### **1.11.6 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.

#### **1.12 Bid Security/EMD**

- 1.12.1 Proposal should necessarily be accompanied by an **Earnest Money Deposit** for an amount of **Rs. 1,00,00,000/- (Indian Rupees One Crore only)** through **Demand Draft/Banker's Cheque/RTGS/NEFT/Bank Guarantee** in the bank account as per bank details provided in the Data sheet. EMD shall remain valid for a period of forty-five days beyond the final proposal/bid validity period.

1.12.1.1 Bidder should prepare the EMD as per the instructions specified in the tender document.

- 1.12.2 The EMD in the form of Demand Draft / Bankers check / acknowledgement of deposit through RTGS / NEFT transfer, shall be sealed in an envelope super scribed Earnest Money Deposit (EMD) for "Selection of Agency for Operation, Maintenance and Providing Comprehensive Facility Management Services for Kanpur Convention Centre, Kanpur"

- 1.12.3 EMD should be enclosed along with Technical Bid. Tenders without EMD are liable to be rejected.

- 1.12.4 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.

1.12.5 The EMD shall be forfeited by KSCL in the following events:

- a) If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- b) 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;
- c) 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.
- d) If the bidder tries to influence the evaluation process.
- e) in the case of Selected Bidder, if it fails within the specified time limit -
  - to accept the LOI; 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.

### 1.13 Power of Attorney

- 1.13.1 The Applicant should submit a Power of Attorney in the format specified at Form 9, of Section 4, authorizing the signatory of the Proposal to commit the Applicant.

### 1.14 Proposal Validity

- 1.14.1 The Data Sheet point 26, 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.

- 1.14.2 Bidders are requested to refer "Data Sheet" for applicable duration of validity.

### 1.15 Conflict of Interest

- 1.15.1 Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as Operation, Maintenance and Facility Management Company (OMFMC) under any of the circumstances set forth below:
- 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.
  - 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
    - the preparation of the Terms of Reference of the Assignment/job,
    - the selection process for such Assignment/job, or
    - 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.
- 1.15.2 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.

### 1.16 Corrupt or Fraudulent Practices

- 1.16.1 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:
- 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.
  - 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*

#### **1.17 Prohibition against collusion amongst bidder(s)**

- 1.17.1** 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 10 of Chapter 4** of the RFP document.

#### **1.18 Confidentiality**

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

#### **1.19 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.

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.
- ii. 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.
- iii. 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 OMFMC may sub-contact any portion of work only after prior approval of KSCL. Sub-contracting does not alter the facility management contractor's Obligations and responsibilities under the contract.

### 2.2 Other contractors.

- 2.2.1 OMFMC 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 OMFMC 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 OMFMC of any such modification.

### 2.3 MATERIALS, MACHINERY & EQUIPMENT

- 2.3.1 The OMFMC shall arrange and supply at his own cost all material, machinery, equipment, plant, tools, appliances, implements, ladder, cordage, tackle, scaffoldings, water and power supply and temporary works requisite or proper for effective execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the Contract or referred to these conditions or not 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 OMFMC 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 OMFMC 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 OMFMC 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.





## **2.4 LABOUR**

- 2.4.1 The OMFMC 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 OMFMC shall, if required by the KSCL, deliver to the KSCL a return in detail, in such form 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 the all 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 OMFMC, the Engineer/Employer shall have the right to deduct any money due to the OMFMC 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 OMFMC 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 OMFMC shall provide, in the joint names of KSCL and the OMFMC, 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:
- loss of or damage to the Works, Plant and Materials
  - loss of or damage to Equipment
  - loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract: and
  - Personal injury or death.
- 2.6.2 Policies and certificates for insurance shall be delivered by the OMFMC 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.
- 2.6.3 If the OMFMC 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 OMFMC 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 OMFMC's part of this contract, the OMFMC 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 OMFMC is responsible for co-ordination and management of delivery of services from AMC vendors/suppliers/contractors, therefore for ensuring safety compliance by them, OMFMC 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 OMFMC, shall be reimbursed by KSCL to the OMFMC, subject to the OMFMC 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 OMFMC 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 OMFMC from KSCL shall be solely borne by the OMFMC. The OMFMC 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 OMFMC and OMFMC shall not object to the same. If no payment is due this will be added to the Gross Revenue to be shared by OMFMC to KSCL.
- 2.8.5 Kanpur Smart City Limited will exclude house tax charged by a municipal corporation; however water and sewerage tax will be payable as per consumption.

## **2.9 LIQUIDATED DAMAGES**

- 2.9.1 The OMFMC shall pay liquidated damages to the KSCL at the defined rates as quoted in Clause 2.15 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 OMFMC.
- 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 OMFMC at

OMFMC's cost if the loss or damage arises from the OMFMC's acts or omissions or damage to main OMFMC's work.

## **2.11 MANUALS & REGISTERS**

- 2.11.1 The OMFMC 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 OMFMC 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 OMFMC; provided the same has not resulted from an act or default of the OMFMC or such person;

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



## 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, 06 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 OMFMC

- i. the OMFMC 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 OMFMC 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 OMFMC fails to correct it within a reasonable period of time determined by the authorized representative of KSCL
- iv. the OMFMC does not maintain a security which is required
- v. the OMFMC 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 OMFMC, in the judgment of the KSCL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- vii. If the constitution of OMFMC changes then following will apply –

In case of Sole Proprietorship – if Converted to Partnership Firm then Contract will Prevail as it is but sole proprietor should remain major share holder of the partnership firm.

In case of Partnership Firm – In case Constitution changes the contract will automatically will be terminated.

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 circumstance mentioned above a written information should be given to the KSCL/Then employer

b) Breach of contract by KSCL.

- i. The OMFMC shall not engage the services of any sub-contractor/vendor/agency for the purposes of discharging obligation under the Contract without approval of the KSCL.
- ii. If the OMFMC, 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 directions and requirements within a period of 15 days of the issue of said notice.

- iii. OMFMC makes unauthorized new construction / development/changes within the Complex without the written approval of KSCL
- iv. If the OMFMC commits any acts of defaults with respect to conditions of contract.

**c) Breach of contract by KSCL**

- i. the authorized representative of the KSCL instructs the OMFMC to delay the progress of works and the instruction is not withdrawn within 28 days.
- ii. the KSCL is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.

2.13.3 If the Contract is terminated the OMFMC 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 OMFMC shall have no claim against KSCL in this regard.

2.13.5 Upon the expiry / termination of Contract with the OMFMC (as the case may be), OMFMC to handover the entire data and the facility in as is condition (subject to normal wear and tear) to KSCL.

**2.14 PAYMENT UPON TERMINATION**

2.14.1 If the Contract is terminated because of a fundamental breach of Contract by the OMFMC, the authorized representative of KSCL shall issue a certificate for the value of the work done/services less advance payments received upto 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 OMFMC 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 OMFMC and available at site, the reasonable cost of removal of Equipment, repatriation of the OMFMC's personnel employed solely on the Works, and the OMFMC's costs of protecting and securing the works and less advance payment received upto 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 OMFMC,



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 OMFMC 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
Power – Substation / DG set	100 (Ability to be online in case of power failure to be not less than 20 secs.)	98%	1% of the Notational Contract Amount.
UPS	100%	99.95%	0.5% of the notational Contract amount
HVAC systems for entire complex	100%	99.5%	2% of the notational Contract amount
Elevators	100%	98% (lift shall not have more than 4 times BD a year)	0.5% of the notational Contract amount
ACBs / Panels/ Cables	100%	Critical ACBs: 100% Non critical: 99.5%	1% of the notational Contract amount
Fire Hydrant system & Sprinkler system	100%	100%	2% of the notational Contract amount
Control Room / BMS	100%	98%	2% of the notational Contract amount
CCTV	100%	99%	1% of the notational Contract amount
Horticulture and landscaping	100%	98%	0.1% of the notational Contract amount
Shortfall in Deployment of minimum manpower described in the agreement	100%	100%	3% of the notational Contract amount
Shortfall in Deployment of minimum machinery / tools described in the agreement	100%	100%	3% of the notational Contract amount
Minor Defects	100%	98%	1% of the notational Contract amount
Major defects	100%	95%	2% of the notational Contract amount



Housekeeping works as per Agreement	100%	95%	1% of the notational Contract amount
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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.

2.15.3 The defects, when occurred; to be categorized as Minor or Major will be finalized by a committee formed by KSCL .

## **2.16 OBLIGATIONS OF OMFMC**

### **2.16.1 General**

#### **A. Standard of Performance**

The OMFMC 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 OMFMC 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 OMFMC shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that the personnel of OMFMC, comply with the Applicable Law. The KSCL shall notify OMFMC in writing of the relevant local customs, and the OMFMC after such notification, respect such customs.

#### **C. Conflict of Interest**

The OMFMC 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. OMFMC not to benefit from commissions, discounts, etc.**

OMFMC shall not accept any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the OMFMC shall use its best efforts to ensure that Personnel involved shall not receive any such additional payment.

##### **b. OMFMC and affiliates not to be otherwise interested in Project**

The OMFMC agrees that, during the term of this Contract and after its termination, the OMFMC and any entity affiliated with OMFMC, shall be disqualified from providing goods, works or services resulting from or directly related to the OMFMC for the implementation of the project.

##### **c. Prohibition of conflicting activities**

The OMFMC 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 OMFMC 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 OMFMC and the Personnel make public the recommendations formulated in the course of or as a result of the Services.

**E. Liability of the OMFMC**

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

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

**F. OMFMC's actions requiring KSCL's prior approval**

The OMFMC 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 OMFMC furnished in Form – A.

**2.17 OBLIGATION OF THE KSCL**

**2.17.1 Assistance and exemptions**

The obligation to receive statutory permissions / approvals/ NOCs and ensuring their periodic renewal as required is the obligation of OMFMC.

KSCL shall assist the OMFMC 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 OMFMC 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 OMFMC and each Personnel in respect of liability for any such damage, unless such damage is caused by default or negligence of OMFMC 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 OMFMC in performing the Services, then the remuneration and reimbursable expenses as otherwise payable to the OMFMC under this Contract shall be increased or decreased accordingly by agreement between the parties hereto.

**2.17.4 Services, facilities and property of KSCL**

The KSCL shall make available to the OMFMC and the Personnel, for the purpose of the



Services and free of any charge the property described in the Scope of Work.

**2.17.5 Payment**

In consideration of the Services performed by the OMFMC under this Contract, the KSCL shall accept Annual Rent from OMFMC in such a manner as is provided in the Agreement.

**2.17.6 Office Space**

KSCL will provide office space to OMFMC within the Kanpur Convention Centre. However, furniture, hardware and software infrastructure and any other infrastructure required shall be arranged by OMFMC.

**2.17.7 Miscellaneous Cost**

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

**2.17.8 Basic Utilities**

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

**2.18 EXTENSION/RENEWAL OF CONTRACT**

2.18.1 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, shall be conducted based on the performance of the OMFMC.

2.18.2 The extension or renewal of the contract shall be as per the mutually agreeable terms and conditions worked out between the KSCL and OMFMC to maximum of 5 years only. However, KSCL is not bound to consider any such extensions.

**2.19 Special Condition**

1. Any event organised by district administration / KNN/ KSCL OMFMC to provide free access and space rental free of cost. Maximum Number of events restricted to 30 per year.
  - a. All the operational cost for such events will be borne OMFMC except Decoration & Catering. Which will be payable by the respective Govt. Department/Govt. Organization.
  - b. In case of any pre-booked private event overlapping with the Govt. Event, OMFMC to make necessary arrangements for the private events, giving first preference to Govt. Events.
2. OMFMC to grant access to Login ID & password for review and monitoring by Authorised representative of KSCL.
3. All Bookings and Payments to be made online
4. Any event / activity hindering national integrity / national security or conducting any kind of anti-national activities is strictly prohibited.
5. Selling of liquor within the facility is strictly prohibited. However, serving of the same might be permitted subject to necessary permissions / approvals / NOCs being received which is solely the obligation of the OMFMC.
6. No temporary or permanent construction will be allowed in the free circulation space available.
7. The finalization of nomenclature of the facility as a whole will be at the discretion of KSCL. However, the OMFMC has the authority to finalize the nomenclature of the meeting/ exhibition halls within the facility at its own discretion.
8. The rent will be increased @ 5% every years.
9. OMFMC may modify the facility/ incur any expenditure / expense at its own cost in order to avoid operational hassles without any obligation to / reimbursement by KSCL. However, any



such construction should be of temporary nature and be done with prior permission of KSCL with approved drawing and design. Construction of any kind of permanent structure is strictly prohibited and liable to be demolished.

## **2.20 Rights of OMFMC**

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

- i. He has got right to charge fees at reasonable prices (as per market rate) as may be prevalent in similar infrastructure.
- ii. The fees can be charged on event to event basis.

## **2.21 Financial obligation of OMFMC**

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

- i. All salaries of Admin Staff, Security, House Keeping, gardeners or any personnel deployed for operations and maintenances.
- ii. All electricity and other utility bills as per actual consumption
- iii. DG Set Fuel.
- iv. AMC of all equipment and services
- v. Govt. Taxes and levies as per govt. rules and regulations. (House Tax Exempted being Property of KNN)
- vi. Annual repairs and maintenance of building and equipment.
- vii. Annual rent to KSCL as per clauses of this RFP.
- viii. Annual rent will increase by 5% in every years.
- ix. GST on annual rent if so applicable.
- x. Insurance charges of Premises, equipment and loss or damage caused to material, equipment or human being in the premises.
- xi. OMFMC to install at its own cost all other necessary equipment's such as DG Set, Furniture, Kitchen essentials, consumables etc. in order to make the facility functional without any onus to KSCL. It shall be the obligation of OMFMC to restore the power backup 24 x 7 within the facility. The OMFMC should also submit an exhaustive list of the equipment's so installed by it within the facility along with copy of the invoices duly certified by an authorized representative of OMFMC to KSCL to be verified by the Finance Department of KSCL.
- xii. OMFMC to ensure submission of its financial data and other related information (comprising of Annual Financial Statements, Audit Reports and other related documents) as and when desired by KSCL for verification.
- xiii. OMFMC to create a website for the operation of facility at its own cost with the ownership (domain name / source code / database) in the name of KSCL.
- xiv. Upon the expiry / termination of Contract with the OMFMC (as the case may be), OMFMC to handover the entire data and the facility in as is condition (subject to normal wear and tear) to KSCL.

## **2.22 JURISDICTION:**

Not with standing any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent jurisdiction in this behalf at Kanpur Nagar and only the said Court shall have jurisdiction to entertain and try

## Chapter – 3: Schedule of Requirements.

### a.1 About Kanpur Convention Centre

Kanpur Convention Center (KCC) is a state-of-the-art facility established under the auspices of Kanpur Smart City Limited (KSCL). Located in Chunniganj, Kanpur—a city recognized for its industrial legacy and ongoing modernization efforts—KCC stands as a strategic infrastructure meant to catalyze socio-economic growth. Kanpur has historically evolved as a textile and industrial hub, but in recent years, city administrators and development agencies have sought to broaden its appeal through improved urban amenities, digital initiatives, and public-private projects that enhance its competitiveness and livability.

### a.2 Facility Overview: Built-Up Area and Layout

From the appended area statements, KCC covers a total built-up area of approximately 14,054.4 square meters. The distribution spans multiple floors:

- i. **Ground Floor:** ~5,281.16 sq. m.
  - Parking for 132 cars and 79 two-wheelers
  - Open food court or recreational space
- ii. **First Floor:** ~4,734.84 sq. m (including balcony)
  - 500-seat auditorium (dimensions ~30.45 m x 23.60 m)
  - Conference Hall (with capacity ~227), plus smaller meeting rooms (~90 capacity each)
  - Hotel block featuring 6 rooms, 2 suites, a dining area, a business center, and a kitchen
- iii. **Second Floor:** ~4,038.40 sq. m (including balcony)
  - Additional meeting/hotel amenities (any leftover expansions for events).
- iv. **Third Floor:**
  - Exhibition Halls (dimensions in the 30 m x 39.9 m range, plus a smaller ~37 m x 21 m hall).
  - A 100-capacity meeting-cum-ceremony hall for additional breakouts or synergy with the main auditorium.

**Table 1: Area requirements of the Convention Area at Kanpur**

S. No.	Typology of Space	Capacity	Proposed Covered Area
<b>CONVENTION AREA</b>			
1.	Auditorium	500	30.45m X 23.60m
2.	Conference Hall	227	18.80m X 15.80m



3.	Meeting Room - 01	90	18.80m X 7.98m
4.	Meeting Room - 02	90	18.80m X 8.05m
5.	Meeting Room - 03	90	18.80m X 7.78m
6.	Exhibition Hall 01	-	30.00m X 39.90m
7.	Exhibition Hall 02	-	30.00m X 39.90m
8.	Exhibition Hall 03	-	37.40mX 21.10m

9.	Meeting cum Ceremony Hall for Auditorium	100	18.80m X 9.25m
<b>HOTEL</b>			
10.	Business Centre	-	13.60m X 4.70m
11.	Dining Area	-	12.80m X 12.40m
12.	Kitchen	-	-
13.	Rooms	06	-
14.	Suites	02	-
<b>OPEN SPACES</b>			
15.	Parking	132 cars 79 two-wheelers	-
16.	Open Food Court	-	-

**Table 2: Statement of the floor-wise covered area of the Convention Centre at Kanpur**

S. No.	Floor	FAR (Sqm.)	Balcony Area (Sqm.)	Covered Area (Sqm.)
1.	Ground Floor	5281.16	00	5281.16
2.	First Floor	4486.76	248.08	4734.84
3.	Second Floor	3790.32	248.08	4038.40
4.	Total Covered Area	13558.24	496.16	14054.4

This multi-level arrangement supports a wide variety of gatherings. With dedicated spaces for exhibitions, smaller conferences, and lodging, KCC can host multiple concurrent events, from government summits or corporate conferences to cultural performances. The Operator must manage housekeeping, maintain building systems, manage security, and ensure an integrated experience across all floors. Since each floor features distinct usage patterns—parking and open areas below, major event and hospitality spaces above—the complexity of the O&M approach intensifies.

### **a.3 Broad Scope of Work**

1. Operator has to run all the facilities in a manner as deemed and desired by Management of KSCL for the purpose of achieving the motto of establishment of facilities to citizens of Kanpur.
2. The operations of all activities have to be managed professionally and adequate trained staff, have to be employed as per list given in Chapter-4 of this RFP. The list given is estimated, minimum numbers however if required more man power will have to be employed by the operator to smooth, proper Hassel free operation of the complex.



3. All facilities have to be operated with excellence without ignoring any part of Infrastructure established whether it is revenue generating or not.
4. Prime motto of Infrastructure is to promote economic growth and trade/business facilitation and no lapses in that shall be permitted.
5. All infrastructure to be made available for all classes of society.
6. All consumables for facilities have to be made available by operator at complex and criteria for issue of same should be transparent and clear.
7. The fee structure & rates for all segments of society & age group should be charged by OMFMC with a prior intimation to KSCL before commencement of O& M and also as and when the rates are revised by the OMFMC.
8. Complete sincerity of staff to be monitored by management and external team to be formed by Operator for best performance.
9. Top Class and as per norms maintenances of equipment, cleanliness, Hygiene is the main concern and should be in form always.
10. Dedicated Team of Housekeeping and maintenances staff should be deployed for.
11. Regular & periodical maintenances of flooring, equipment, areas, etc. should be done by authorized trained personnel's of company to keep up the quality of such items.
12. Any Physical Damage caused to any structure has to be replaced and repaired to original level by operator at its own cost and KSCL will not disburse any amount for same.
13. Operator has to submit list of Fees to be charged for facilities to KSCL and full transparency should be followed in same.
14. Over and above Operator has to maintain all club and hospitality infrastructure and has to operate it most decent manner as per norms of various similar clubs and hospitality areas the standard of services as per industry standards.
15. The Kitchen Staff, service staff & quality of food should be up to proper standards of decent restaurants of city.
16. The maintenances of discipline, crowd management and decorum shall be sole responsibility of operator and use of infrastructure by unauthorized persons, groups or those with criminal background will be totally banned and shall be responsibility of operator.
17. Disposal of Garbage, wastes from all areas will be sole responsibility of OMFMC.
18. OMFMC to make initial investment for on Kitchen Equipment, Restaurants Cutlery & Crockery, Additional Outdoor Furniture, Sound Systems, Display Screens & Signage, Computers & Software & Other Fit-Out System.

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

- i. Marketing, Business Development of the events (ceremonial, cultural, political, exhibitions etc.) and corporate Programs and Events by Educational Institutions.
- ii. End to end management of all events.
- iii. Comprehensive maintenance and upkeep of the entire complex to International standards
- iv. Operation and Maintenance of all equipment
- v. Housekeeping and Sanitation services
- vi. Security Services
- vii. Plantation and Horticulture
- viii. Front Desk Management
- ix. Hospitality and catering services
- x. Waste Management





- xi. Parking Management
- xii. Pest control
- xiii. Reporting and Complaint Management
- xiv. Coordination with Stake holders

Please refer Form A for detailed scope of work, Annexure III for details of various spaces.

**b. Duration of Services**

- i. Initial contract period is 10 (Ten) years.
  - a. After completion of contract period of 10 (ten) years on satisfactory performance of the vendor, the contract may be renewed for the term of 05 (five) years at KSCL's discretion, on same or mutually agreed amended terms & conditions.

**c. Payment Terms**

The payment of Annual rental will be done in advance on Annual / Half Yearly basis as may be mutually agreed between the Authority and the Successful bidder 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.

Performance of the OMFMC and timely payment of annual rent shall be monitored by the KSCL appointed officials.



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

Please refer Form A and Annexure III for details.

### FORM A: DETAILED SCOPE OF WORK FOR THE FACILITY

#### 4.1 Marketing, Business Development of the Events

- Market Demand Assessment
- Feasibility Study of Events (Cultural Events, Ceremonial Events, Conferences, Seminars, School Events, Corporate Events etc.)
- Planning and Design of Events
- Develop and apply Sales and Marketing Strategy
- Planning, developing, producing, and delivering marketing and communications materials
- Manage development, production, and distribution of promotional and collateral materials
- Develop and oversee the communications calendar to ensure timely execution of the program
- Use contact management system and other social media to create and send emails, newsletters, etc.
- Budget development and budget management
- Prepare written materials including some marketing copy, business communications, reports, and presentation scripts
- Write and distribute press releases

#### 4.2 End to end management of all events, cultural programs and Corporate Programs

- Conduct research to make decisions about event possibilities
- Coordinate on-site arrangements for all meetings and events
- Conduct negotiations for space contracts and book event space, arrange food and beverage, order supplies and ensure appropriate décor
- Liaison with vendors on event-related matters
- Assist with managing on-site performance and clean up for events as necessary
- Prepare signages, materials, notebooks, packages, gift bags, registration lists, seating arrangements, etc.
- Manage event Financing
- Close out all events as required
- Propose new ideas to improve the event planning and implementation process

#### 4.3 Comprehensive Facility Management

- 4.3.1 The Facility Area where services of OMFMC are required shall include all areas within boundary of Kanpur Convention Centre including but not limited to all built-up areas, landscape and open spaces. Refer Annexure III for details of various spaces.



- 4.3.2 However, there are certain functions including operation and maintenance which may be already covered in the existing contracts of Main Construction Contractor and the sub-vendors. The OMFMC shall deploy manpower for training and capacity building as per the instructions of KSCL before the completion of O&M period of other contractors.
- 4.3.3 OMFMC may need to coordinate with these Contractors and Agencies to avail of their services during the warranty / Defect Liability period for any assistance required.
- 4.3.4 Spaces including Exhibition spaces, Convention Centre with Green Rooms, VIP Lounge etc. and all common areas with public utilities needs are under scope of work of OMFMC.

## **4.4 Brief About Facility Management Services**

### **4.4.1 The scope of work for facility management services is broadly divided into following categories:**

Operation: Operation includes:

- 4.4.1.1 Day to day running of equipment / facilities and upkeep of the areas including housekeeping.
- 4.4.1.2 Daily / periodic maintenance (inspection, oiling and re-tightening) to retain the healthy condition of equipment and prevent failure through the prevention of deterioration, periodic inspection or equipment condition diagnosis.

### **4.4.2 Maintenance**

#### **4.4.2.1 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.

#### **4.4.2.2 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, OMFMC 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.

### **4.4.3 Management includes**

- 4.4.3.1 Co-ordination with Contractors/PMC for rectification of defects falling under DLP.
- 4.4.3.2 Co-ordination with Vendors / Suppliers / Manufacturers for preventive maintenance.



- 4.4.3.3 Co-ordination with O&M team for rectification of breakdowns (covered under breakdown maintenance/AMC) and for operations.
- 4.4.3.4 Printed comprehensive logbook as per certified standards and procedures, containing tables for daily record of all critical schedules, temperatures, pressures, humidity, power consumption, starting, stopping times of various equipment's, daily record of unusual observations.
- 4.4.3.5 MIS Reporting for overall management of services.
- 4.4.3.6 Co-ordination for conducting drills (earthquake, fire etc.).

However, the scope as defined above is not limited to or exclude any item in the scope of work that is to be covered for delivering the Facility Management Services timely and successfully.

## 4.5 Scope of Work

**4.5.1 Unless it is explicitly restricted, the scope of work under the Contract for OMFMC is as below:**

### A. Maintenance Services.

The OMFMC shall be responsible for breakdown maintenance as defined in Clause 4.4. The OMFMC for preventive maintenance shall coordinate with the Main Contractor/PMC, Interiors Contractor, Vendors, Suppliers and Manufacturers for rendering the services under the terms and conditions stipulated in this document.

- i. The OMFMC shall be liable to perform / undertake following services:
  - a. Keep the Inventory of all spares and consumables required for the maintenance of the Centre and update on weekly basis.
  - b. Prepare purchase request for spare parts, Electrical and Mechanical items, plumbing, AC spares including Screw chiller, Reciprocating chiller, split units etc. and DG spares and will coordinate for approvals.

### B. Operation Services

The operation services under the scope of work are subdivided into two categories namely

- i. Operation of Equipment / Fixtures.
- ii. Housekeeping / Front Desk Management.

#### B1. Operation of Equipment / Fixtures

- i. The OMFMC 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 OMFMC will ensure that all filters, belts, fasteners, fixtures, lubricants, and other routine items are installed and are working properly.
- iii. The OMFMC shall operate all fittings and fixtures (electrical / mechanical / plumbing etc.) on regular basis and ensure the smooth functioning of the area.
- iv. The OMFMC 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. The OMFMC shall be responsible for operating and maintaining the Building Management



System (BMS) in a fully functional, fully enabled manner. The OMFMC shall ensure the BMS is operating the building components in the most efficient, cost effective manner. Servers and PCs running the BMS software shall be kept up-to-date with regard to security patches and anti-virus software.

- vi. The OMFMC shall operate and maintain the complete Access Control system, CCTV System, PA system and any other system as installed in the said premises.
- vii. The OMFMC 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 the responsibility of OMFMC and shall make good the damaged exhibit / artifacts / equipment's at his own cost.

## **B2. Housekeeping / Front Desk Management**

### **B.2.1 Cleaning Services**

The OMFMC shall

- i. Perform routine cleaning of the internal and external areas to meet the required service standard.
- ii. Perform cleaning and upkeep of exhibits and artifacts, IT & AV equipment's in the project facility as per the directions in Manuals / as per directions of representative of Interior Contractor.
- iii. Perform periodic cleaning of glass facades, structure at entrance plaza, external claddings etc. at all heights (internal + external).
- iv. Additional housekeeping services as and when required by KSCL.
- v. 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 OMFMC.
- vi. 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, OMFMC shall arrange to provide alternate equipment for the Project Facility.
- vii. 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 Facility as soon as they become aware of such defects in the course of their duties under this Contract.
- viii. Dusting / cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass panes etc. to remove debris, stains, cobwebs and marks.
- ix. Stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
- x. 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.

- xi. Clean all water tanks and disinfects specially before start of rainy season and as instructed by KSCL.
- xii. Regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.
- xiii. Entrances, service areas, parking areas, paving, paths, roads, grounds amphitheatres, 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.
- xiv. Server Room, Control Room etc. must be free from dust, static electricity and be left clinically clean
- xv. Sticky substances like chewing gum shall be removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
- xvi. Care is to be exercised when staff/visitors are still on the premises. Wet floors should be sign-posted. Trailing cables and open sockets should be made safe.
- xvii. All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.
- xviii. Stainless steel surfaces must be treated with an appropriate cleaning and polishing agent

#### **B.2.2 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.

#### **B2.3 Waste Management**

- i. Renovation Debris is to be stored at designated space at designated area
- ii. The OMFMC undertaking the renovation work would remove the debris as and when required at its own expense.
- 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. OMFMC 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. OMFMC shall ensure that 100% of recyclable waste is being recycled.
- vi. OMFMC shall be responsible for arranging the transport and in consultation with KSCL, shall identify the area / frequency for garbage disposal. The disposal site will be within 5 km radius from the project site.
- vii. The waste management methodology shall comply with the guidelines laid down by Municipal Solid Waste (Management & Handling) Rules, 2016, which states that, manual handling of municipal solid waste shall be prohibited: provided that in case unavoidable due to constraints, manual handling shall be carried out under proper precaution with due care for safety of workers

#### **B2.4 Pest Control**

The OMFMC 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.

##### **i. Disinfestations Treatment**

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

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

##### **Fly Control**

The OMFMC shall take the following control measures:

- g. Sanitation
- h. Chemical control
- i. Frequency: Monthly as per client schedule and need base
- j. Sanitation
- k. Chemical control
- l. 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 OMFMC shall take the following control measures:

- m. Residual Spot Spraying
- n. Fogging Operations
- o. Mist Blowing
- p. Frequency: Fortnightly as per client schedule and need base



## **B2.5 Help Desk, Front Desk Services**

The OMFMC shall operate front desk/ help desk as per the guidelines provided by KSCL. These Services pertain to the assisting / guiding the visitors, KSCL's staff, attending problems on Help-Desk and resolving the problems to closure, which occur on day-to-day basis.

The helpdesk / front desk operations shall include responding and resolving the problems which may related to visitors / premises which may or may not be logged (problems such as failure of UPS, fire alarm etc.).

## **B2.6 Horticulture**

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

## **C. Management Services**

The OMFMC 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. Provide required assistance to the KSCL during transition period of handover – takeover of the Project Facility from the Main Contractor / PMC including but not limited to providing assistance in snagging, de-snagging, testing and commissioning of equipment's etc.
- ii. Take ownership of all the services as described in scope of work and will work as an independent Unit.
- iii. Co-ordination with all the stakeholders of the Project including KSCL, PMC, Project Architect, Contractors, Consultants and other agencies.
- iv. 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.
- v. Co-ordinate with Main Contractor/PMC/ Interior Contractor for rectifying of defects under the DLP period.
- vi. Make payment of all utility bills
- vii. Collection of License Fee, Rentals, Charges and Common Area Maintenance charges and account for the same in the project accounts
- viii. Calculation of common area maintenance charges.
- ix. Preparation, submission and obtaining approval on detailed O&M plan including maintenance and security, staffing requirement and schedule; equipment, tool and machineries to be maintained; maintenance schedule; manpower and incident reporting structure; etc.



- x. Prepare a preventive maintenance plan for all equipment / fittings & fixtures, ensuring 100% compliance. OMFMC shall co-ordinate for:
  - Repair technician for doors, blinds and floor springs etc.
  - Original Equipment Manufacturer (OEM) of Building Management System, CCTV, Access Controls, Lifts, HVAC and other E&M systems, Plumbing Works (auto flush system, other sanitary fixtures), IT Installations (Computers, monitors, CPU's), AV Installations and related items covered under the scope of Main Contractor / Interior Contractor.
  - Works like painting, polishing, tiling, ceiling works etc.
- xi. Co-ordination with Vendors / Manufacturers / Suppliers for the purpose of preventive maintenance and upkeep of the equipment during AMC / Warranty period.
- xii. Prepare and maintain the records of routine services, visits provided by AMC providers and tracking to be done against actual visits.
- xiii. Keep the Inventory status of all spares and consumables required for the maintenance of the facility and update on weekly basis and maintain the records of consumption.
- xiv. Conduct quarterly systems & equipment health audits with and through the AMC Service provider and submit a health status report to the Officer authorized by KSCL.
- xv. Coordinate with third party for conducting equipment audit, fire audit as and when required by KSCL.
- xvi. It is the responsibility of the OMFMC to ensure highest level of uptime and reliability of all equipment is maintained at site.
- xvii. Prepare and follow Standard Operating procedures for smooth functioning of the maintenance services, within 30 days of commencement of agreement.
- xviii. Brief the representative on maintenance and operational proceedings on day to day basis.
- xix. Liaison with local, state authorities, and/or private agencies related to the Facility.
- xx. Control and report any violation in sound emanating from the Facility is within the noise pollution norms prescribed by the Central Pollution Control Board and any notification issued by the Ministry of Environment and Forests, Government of India.
- xxi. Provide support and guidance to the KSCL in all matters as requested
- xxii. The OMFMC, within its staff shall provide persons who are trained in first-aid/ paramedics to coordinate with Wellness Centre/ First Aid Room in case of emergency.

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

### **C1. Complaint management**

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



Table: Service Level Agreement

Description of Complaints	Service required	Report	Complaint closure time
For minor defects	Rectification without any replacement by OMFMC personnel	Immediately	24 hrs
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	1 week
Item available domestically		24hrs	2 weeks
Item to be procured internationally		48hrs	1 month

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

## C2. Reporting

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

- Initial Review Report
- Monthly Reports
- Deployment Report and
- Attendance Reports
- Events Reports
- Revenue Collection and Expenditure Report

The MIS report shall cover the following aspects:

- Record of all events held, organizer, participants, duration of the events
- Revenue accrued and Expenditure incurred
- Consumption and stock of consumables
- Compliance of preventive maintenance plan
- Resource deployment report (manpower, equipment)
- Expense report (committed and invoiced amounts)
- Energy consumption – by utility, by premise
- Status of periodic activities as described under scope of work for Operation, Maintenance.
- Facility Inspection: The OMFMC shall conduct regular comprehensive facility inspection and perform any additional ones that will maintain / enhance the appearance, operation, and safety aspects of all the facility as approved by KSCL. The OMFMC shall indicate frequency of inspection covering all premises.
- Highlight Critical Issues / Problems with recommended solutions which should contain



the technical recommendations / alternatives, cost, time schedules, etc.

- k. Prepare a foot fall report for the visitors.
- l. Customer Feedback Analysis
- m. Report on Audits/ drills etc.
- n. Complaint Management reporting.
- o. MIS on procurement, statutory payments & on any other invoices processed by KSCL.
- p. Any other reports as needed from time to time.
- q. IT assets, stationaries and operating cost required to prepare report is in the scope of OMFMC
- r. OMFMC has the option to use / implement any software for managing the Facility.
- s. OMFMC shall submit the Performa and format and the same shall be approved by Authorized Officer.
- t. Any other reports / compliance certificates as needed from time to time

#### **D. Parking Management**

Parking and Vehicle Management is in OMFMC scope. The activities and responsibilities of OMFMC are:

- a. Processing parking tickets.
- b. Manage operations at Entry and Exit terminals.
- c. Manage way - finding / space monitoring & guiding for parking

#### **E. Security Services**

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

- a. To provide security services for the protection of life and property against theft, pilferage, fire etc.,
- b. Ensure safety and security of men and material,
- c. Guiding visitors to desired locations/ concerned officials/ occupants,
- d. Regulating entry of unwanted visitors/salesmen and maintenance of visitor's register,
- e. Checking of gate passes and to regulate the entry and exit of vehicles/materials,
- f. Prevent entry of stray animals like cow, dogs etc.,
- g. Round the clock patrolling of the Project Facility,
- h. Frisking and checking of visitors during and after operational hours,
- i. Hand held metal detectors should be provided by the Security Agency to Security Guards for checking and frisking of visitors as well as their carry bags,
- j. Checking of vehicles at entry and use inverted mirror detectors for checking vehicles,
- k. Agency shall maintain records of inwards and outwards movement of men, materials and vehicles, etc. with proper check as per instructions given from time to time by KSCL,
- l. Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills. Liaison with appropriate agencies in case of emergencies/Disaster & be well equipped with their update contact numbers,
- m. Visitor's management in common, during events & exhibitions, and during other special occasions,
- n. Having effective control on movement of materials in / out,
- o. Physical guarding of entry / exit points,
- p. Screening / directing of visitors,

- q. Patrolling and guarding various common areas and surroundings to ensure adequate safety and security,
- r. Assisting the occupants during the emergency evacuation of the building,
- s. Rescue operation of passengers stranded in the lifts,
- t. Complete disaster management in case of emergencies/ disasters,
- u. Providing of adequate security as per the requirement,
- v. Ensuring and monitoring the operations of Boom Barriers & Access Control System,
- w. Lodging of complaints/FIRs in case of emergency/disaster on intimation,
- x. OMFMC shall provide a log book register for making entries by the security personnel of their presence at duty site.
- y. OMFMC shall provide at his own cost (i) proper clean uniform and badges and (ii) photo identity cards as per laid down rules for Private Security Agencies.
- z. OMFMC shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- aa. OMFMC shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. KSCL will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
- bb. OMFMC shall bear all the expenses incurred on the following items i.e. required security devices, metal detectors, searching mirror, Walky-Talky, provision of torches and cells, lathis/ballams and other equipment to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.

## 4.6 MANPOWER

### 4.6.1 Staff Deployment Plan (Manpower Requirements)

The efficient operation of the Kanpur Convention Centre demands a carefully structured staffing strategy that evolves with the growth trajectory of the Centre. The staffing plan has been designed to ensure optimal service delivery, financial prudence, and flexibility to scale operations as the Centre moves from its launch phase to full maturity.

Department	Role	Number of Personnel
Management & Admin	General Manager	1
	Assistant Manager	1
	Accountant	1
	Clerks	2
	Office Peon	2
Technical Maintenance	Electrician – Head	1
	Electrician – Assistant	1
	Lift Operator	2
	Plumber – Head	1
	Plumber – Assistant	1
Housekeeping	Housekeeping Supervisor	2



	Housekeeping Staff	10
Security (Outsourced)	Security Guards	8
Landscaping	Gardeners	2
<b>Total Staff</b>		<b>34</b>

A minimal yet functional team is proposed to manage basic operations, focusing on essential management, technical maintenance, housekeeping, and outsourced security services.

As event bookings and Centre utilization grow, additional support staff, technical maintenance personnel, and housekeeping manpower can be introduced to ensure service quality and operational robustness.

#### 4.7 PAYMENT TERMS

The payment of annual rental will be done in advance on Annual basis within 60 calendar days of beginning of each financial year 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. Performance of the OMFMC and timely payment of annual rent shall be monitored by the KSCL appointed officials.



**FORM B: EQUIPMENT AVAILABILITY / ACCESS COMMITMENT & MATERIALS / CONSUMABLES TO BE USED**

**1. List of equipment**

Sr. No.	Item of equipment	Requirement	Availability Proposals				Remarks (From whom to be purchased )
		No.	Capacity	Owned /leased/to be procured	Nos./ capacity	Age / condition	
	(1)	(2)	(3)	(4)	(5)	(6)	(7)

**2. List of Materials / Consumables to be used**

Sr. No.	Name of consumable proposed (with details and make)		Consumable to be used		
	Consumable	Make / Brand	Per day	Per week	Per month

**Note:**

1. All the equipment considered in costing for financial bid needs to be reported here.
2. The Bidder shall procure Diesel / CNG / LPG / Lubricants / Oils to be used in / for any kind of machinery installed at the facility like in substation, DG set and other equipment and maintain record like bills / consumption details etc. Cost of these will be borne by the OMFMC.
3. OMFMC shall procure all related consumables like toiletries, spares, fasteners / fixtures required (if any), housekeeping consumables etc. and the cost of the same shall be borne by the OMFMC.
4. All the consumables used by visitors as per the tentative list shared in Annexure II shall be provided by OMFMC.

## Annexure I

### LIST OF KEY PLANT & EQUIPMENT TO BE DEPLOYED ON CONTRACT WORK

#### 1. Engineering Tools

Sr. No.	Name of Tools	Sr. No.	Name of Tools
1	Megger (0-500volts)	2	Gloves (Electrical) (HT/ LT.)
3	Multi-Meter (digital) – Texas Instruments/Fluke	4	Grease gun (heavy Duty)
5	Tong tester/Clamp Meter ( Digital)	6	Chisel Small & Big (heavy duty)
7	Thermometer Digital	8	Safety Goggles
9	Air Blower (Hot)	10	Nose Pliers 9"
11	Punching Tools (set 3mm to 24 mm)	12	Tool Box metallic
13	Crimping Tools	14	Parrot Wrench 10"
15	Crimping Tool for Electrical	16	Safety helmet
17	Electric Drill M/C	18	Safety belt ( with complete specifications)
19	Torch with cells	20	Cartridge fuses puller (HT / LT.)
21	Pliers	22	Measuring tape - 5 mtrs
23	Screw Driver Set	24	Pipe wrench 18"
25	Screw Driver Set	26	Bearing Puller
27	Screw Driver 8"/12"	28	Digital Anemometer
29	Pipe Wrench 12"/10"/8" (set 1 of each)	30	Water Testing Kit
31	Line Tester	32	Digital LUX Meter
33	D-Spanner Set	34	Db meter for noise level monitoring
35	Ring Spanner Set	36	IR GUN
37	Screw wrench	38	Torque spanner
39	Box Spanner Set	40	Ear Muffler
41	Bench Wise 6"	42	SAW
43	Hacksaw Frame	44	All Electrical /Carpentry / Plumbing works related Tools
45	Tool Bag	46	Hammer 1/2 lbs., 1 lbs, 11/2 lbs



## 2. House Keeping Tools/ Equipment

Sr. No.	Name of Tools
1	Commercial vacuum cleaner
2	High pressure jet cleaning machine
3	Puzzy machine to clean chairs and sofas
4	Floor scrubber / polishing machine
5	Wringer Mop Trolley
6	Motorized Grass cutter
7	Road sweeping machine
8	Telescoping ladder
9	Fork Lift
10	Equipment for cleaning facades of building higher than 15 min (non-accessible in nature)

**Note:**

The list shown is not exhaustive list and the bidder if required may add based on their assessment of work in FORM A.

## **Annexure II**

### **LIST OF CONSUMABLES TO BE USED**

#### ***1. List of Consumables – for Entire Complex (OMFMC)***

The tentative list of the consumables to be used at facility is as below. However, the exhaustive list of consumables is to be provided by the OMFMC in his submission. The OMFMC shall use the Godrej / Johnson / Taski / Hindustan Unilever / Manufacturing Brand approved by KSCL, for the listed consumables. The OMFMC can also suggest the other brand with same quality and shall get it approved from KSCL.

- i. Hand Sanitizer (for COVID-19 care)
- ii. Phenyl (to be used for housekeeping / cleaning)
- iii. Room Spray (Premium)
- iv. Auto Spray- Air Refresher
- v. Naphthalene Balls
- vi. Sodium Hypochlorite
- vii. Brasso
- viii. R1 (Bathroom Cleaner)
- ix. R2 (Glass Cleaner/Colin)
- x. R4 (Furniture Cleaner)
- xi. R6 (Toilet Cleaner)
- xii. D-7 (Stainless Steel Polish)
- xiii. Bleaching Powder
- xiv. Garbage Bag
- xv. Hit/ Baygon/ Mortein Spray
- xvi. Binliners

#### ***2. List of Consumables for Toilets***

The tentative list of consumables to be used at Facility and to be provided OMFMC by shall include but not limited to:

- i. Phenyl
- ii. Odonil
- iii. Urinal Cubes
- iv. Hand Wash Liquid
- v. Toilet Roll Paper
- vi. Tissue Box – premier for cab in use
- vii. Hand Towel-Tissue Paper-C-Fold
- viii. Dettol Antiseptic

### Annexure III

#### Details of various spaces

**Table 1:**

S. No.	Typology of Space	Capacity	Proposed Covered Area
<b>CONVENTION AREA</b>			
1.	Auditorium	500	30.45m X 23.60m
2.	Conference Hall	227	18.80m X 15.80m
3.	Meeting Room - 01	90	18.80m X 7.98m
4.	Meeting Room - 02	90	18.80m X 8.05m
5.	Meeting Room - 03	90	18.80m X 7.78m
6.	Exhibition Hall 01	-	30.00m X 39.90m
7.	Exhibition Hall 02	-	30.00m X 39.90m
8.	Exhibition Hall 03	-	37.40m X 21.10m
9.	Meeting cum Ceremony Hall for Auditorium	100	18.80m X 9.25m
<b>HOTEL</b>			
10.	Business Centre	-	13.60m X 4.70m
11.	Dining Area	-	12.80m X 12.40m
12.	Kitchen	-	-
13.	Rooms	06	-
14.	Suites	02	-
<b>OPEN SPACES</b>			
15.	Parking	132 cars 79 two-wheelers	-
16.	Open Food Court	-	-

**Table 2:**

S. No.	Floor	FAR (Sqm.)	Balcony Area (Sqm.)	Covered Area (Sqm.)
1.	Ground Floor	5281.16	00	5281.16
2.	First Floor	4486.76	248.08	4734.84
3.	Second Floor	3790.32	248.08	4038.40
4.	Total Covered Area	13558.24	496.16	14054.4

In addition to the above, the entire area of the Kanpur Convention Center Complex bound within the compound wall including the Lawns, Green area, Circulation area around the buildings, Waste Collection, Pump houses parking will be handed over to the OMFMC.



## **Annexure-IV: Brief Job Description of Key Personnel**

### **General Manager**

The General Manager will be the Overall in charge for the entire business and operation of the Kanpur Convention Center Complex and will represent the 'Operation, Maintenance and Facility Management Contractor' to KSCL and all other stake holders and Public.

Under his control the Marketing Manager will handle the business development, marketing, event management, communications and public relations functions. Also, under his control will be the Operations Manager who will be responsible for the operational management, maintenance management and facilities management.

All the agencies to whom the services may be outsourced like housekeeping, security, lift and pump operations and etc. will report to the General Manager directly.

The candidate for General Manager position is expected to be an MBA with a minimum of 10 years' experience in a similar position or industry. However, persons with relevant managerial experience with similar or other equivalent qualifications like Hotel Management, Tourism, Hospitality, Plant management can also be considered.

### **Assistant Manager**

The marketing Manager will report to the General Manager and will be carryout the following responsibilities:

- Market Demand Assessment
- Feasibility Study of Events (Cultural Events, Conferences, Seminars, School & Corporate Events)
- Planning and Design of Events
- Develop and apply Sales and Marketing Strategy
- Planning, developing, producing, and delivering marketing and communications materials
- Manage development, production, and distribution of promotional and collateral materials
- Develop and oversee the communications calendar to ensure timely execution of the program
- Use contact management system and other social media to create and send emails & newsletters
- Budget development and support budget management
- Prepare written materials including some marketing copy, business communications, reports, and presentation scripts
- Write and distribute press releases
- Create and manage Social media pages, web site and use these medium to effectively communicate with the target audience and build market demand
- Coordinate on-site arrangements for all meetings and events:
- Assist with negotiations for event contracts and facilitate booking of event space, arrange food and beverage, order supplies, ensure appropriate décor
- Serve as liaison with vendors on event-related matters
- Assist with managing on-site production and clean up for events as necessary
- Prepare signages, materials, handouts, packages, gift bags, registration lists, seating arrangements, etc.



- Assist with preparing budgets and provide periodic progress reports to the General Manager for each event project
- Keep track of event finances including advances, invoicing, and reporting
- Close out all events as required
- Propose new ideas to improve the event planning and implementation process
- Plan, organize, direct and run optimum day-to-day operations of the Centre
- Increase production, assets capacity and flexibility while minimizing unnecessary costs and maintaining current quality standards
- Be responsible for workers output, maintenance quality and on-time completion of activities
- Allocate resources effectively and fully utilize human and material resources to produce optimal results
- Implement strategies in alignment with management's initiatives and provide a clear sense of direction and focus
- Monitor day to day operations and trigger corrective actions
- Share a trusting relationship with the workforce, and recruit, manage maintenance staff
- Collect and analyze data to find grey areas and improve maintenance standards
- Commit to and enforce safety procedures
- Develop systems and processes that track and optimize maintenance standards, metrics and performance targets to ensure effective return on human and material resources
- Address employees'/sub contractor's issues or grievances and administer resolution/settlements
- Stay up to date with latest facilities management best practices and concepts

The candidate for Marketing /Events Manager position is expected to be a MBA (marketing)/ BBA with a minimum of 5 years' experience in a similar position or industry. However, persons with relevant managerial experience with similar or other equivalent qualifications like Hotel Management, Event Management, Tourism, Hospitality, Plant management with an exposure to Business development and Marketing can also be considered.

\*\*\*

*Note: These are indicative Job Description provided as a Guidelines to the Bidder. However, bidders are free to choose Candidates with higher Qualification and Experience as felt necessary. Bidders may choose to propose any additional positions which in their opinion are necessary for managing the Centre.*



## Form 1: Letter of Technical Proposal Submission.

Date: dd / mm / yyyy

To,

CEO, KSCL,  
O/o Municipal Commissioner, Nagar Nigam, Kanpur,  
Kanpur, 221010, Uttar Pradesh, India

Subject: Request for Proposal for Selection of Agency for Operation, Maintenance and Providing Comprehensive Facility Management Services for Kanpur Convention Centre, Kanpur Ref: RFP No. <<.....>>

dated << .....>>

Dear Sir,

With reference to your “Request for Proposal for Selection of Agency for Operation, Maintenance and Providing Comprehensive Facility Management Services for Kanpur Convention Centre, 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 [ ] 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.
- 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:



## 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.*



### Form 3: Company Organisation 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)





## 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

Net worth as on date ..... 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.



### Form 5: Declaration of Non-Blacklisting

(To be provided on the Company letter head)

Declaration for Lead Bidder:

To:

CEO, KSCL,  
O/o Municipal Commissioner, Nagar Nigam, Kanpur  
Kanpur, 221010, Uttar Pradesh, India

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Selection of Agency for Operation, Maintenance and Providing Comprehensive Facility Management Services for Kanpur Convention Centre, 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:



**Declaration for Consortium Member:**

(To be provided on the Company letter head)

To:

CEO, KSCL,  
O/o Municipal Commissioner, Nagar Nigam, Kanpur,  
Kanpur, 221010, Uttar Pradesh, India

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Selection of Agency for Operation, Maintenance and Providing Comprehensive Facility Management Services for Kanpur Convention Centre, 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:



### Form 6: Details of Resources proposed

Sl. No.	Name of the Resource	Proposed Role	Highest degree	Basic Qualification (e.g. B.Sc. or B.E. or MCA or Diploma)	Total Experience (in years)
1.					
2.					
3.					
4					
5					
6.					

Note: The Curriculum Vitae of the Resources proposed for the Following Positions need to be furnished in the Proposal as per format given in Form 13.

- General Manager
- Assistant Manager



## Form 7: Consortium 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] 2020 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 office at [Address], as Party of the Second Part and (hereinafter referred to as " ") and having 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 and Providing Comprehensive Facility Management Services for Kanpur Convention Centre, Kanpur

AND WHEREAS the Parties have had discussions for 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 and Providing Comprehensive Facility Management Services for Kanpur Convention Centre, Kanpur" as a Consortium.
  - b. Sign Contract in case of 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 and Providing Comprehensive Facility Management Services for Kanpur Convention Centre, 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:

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. \_





## **Form 8: Bank Solvency Certificate**

(as per Banks Own format)



## 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 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 \_\_\_\_ 2020

(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.*



## 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 and Providing Comprehensive Facility Management Services for Kanpur Convention Centre, 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:



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

[All credentials should be followed by relevant documentary proof on Client Company's letter head]

Name of the Project & Location

Client's Name and Complete Address

Narrative description of project

Contract value for the bidder (in INR)

Built-up Area

Date of Start

Date of Completion

Activities undertaken by prime bidder or consortium member

*N.B - If the project is ongoing, 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.*



## 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 and 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)



### Form 13: Format for Curriculum Vitae (CV) of Proposed Personnel

Name:					
1.	Proposed position or role	(only one candidate shall be nominated for each position)			
2.	Date of Birth		Nationality		
3.	Education	Qualification	Name of School or College or University	Degree Obtained	Year of Passing
4.	Years of Experience				
5.	Areas of Expertise and no. of years of experience in this area	(as required for the Profile)			
6.	Certifications and Training attended				
7.	Employment Record	Employer	Position	From	To
		[Starting with present position and last 2 firms, list in reverse order, giving for each employment: dates of employment, name of employing organization, positions held.]			
8.	Detailed Tasks Assigned	(List all tasks to be performed under this project)			





- **Relevant Work Undertaken that best illustrates the experience as required for the Role**

<b>Position held</b>	
<b>Activities performed</b>	
Project 2	
<b>Name of assignment</b>	
<b>Year</b>	
<b>Location</b>	
<b>Employer</b>	
<b>Main project features</b>	

[Repeat the above for every relevant work experience]



### Form 14: 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:



## Chapter – 5: Financial Bid Submission

### Format for Financial Proposal

<b>Tendering Authority: Kanpur Smart City Limited</b>		
<b>Bidder Name:</b>		
<b>Title : REQUEST FOR PROPOSAL SELECTION OF AGENCY FOR OPERATION, MAINTENANCE AND PROVIDING COMPREHENSIVE FACILITY MANAGEMENT SERVICES FOR KANPUR CONVENTION CENTRE, KANPUR</b>		
<b>Sr. No.</b>	<b>Description</b>	<b>Price to be Quoted (Excluding Taxes) Amount in words</b>
1	Bidder has to quote Annual Rent per year for operation, maintenance and providing comprehensive facility management services for Kanpur Convention Centre, Kanpur.	

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

- Minimum Yearly Financial Quote/Bid Reserve Price is Rupees 500.00 Lakhs.
- The rent will be increased @ 5% every year.
- The incremental bid price will be Rupees 10,00,000.00 (Ten Lakhs Rupees only) Bidders quoting Highest Royalty value per annum i.e H1 will be declared as the “Selected Bidder” to be called as Operation, Maintenance and Facility Management Contractor” (OMFMC).
- Bidders should submit their Financial Proposal in the GEM portal via forward auction. No financial details to be included in the Technical Proposal which will lead to rejection of the bids.
- GST to be paid as per applicable rules.

## Tentative Estimate of Revenue and Expenditure

The revenue model incorporates a diversified mix of streams, including venue rentals (auditorium, exhibition halls, conference rooms, business center), food and beverage operations (food court and kitchen leasing), guest room rentals, and parking fees.

All projections aim to balance conservative estimates with an achievable growth trajectory through strategic marketing, strong operational management, and competitive pricing aligned with regional demand.

**Table 1: Yearly Revenue (8–10 days/month occupancy)**

Sr. No.	Name of Avenue	Units/ Bookings	Rate	Avg. Days per Month	Monthly Revenue (₹)	Annual Revenue (₹)
1	Food Court (8 Shops)	8	₹25,000/shop	- (fixed)	₹2,00,000	₹24,00,000
2	Main Kitchen + Dining	1	₹5,00,000	- (fixed)	₹5,00,000	₹60,00,000
3	Parking Area Rental	1	₹2,00,000	- (fixed)	₹2,00,000	₹24,00,000
4	Guest Rooms (6 Rooms)	9 days × ₹5,000	₹5,000/day	9	₹2,70,000	₹32,40,000
5	Suite Rooms (2 Rooms)	7 days × ₹12,000	₹12,000/day	7	₹1,68,000	₹20,16,000
6	Branding (Parking Area)	20 Boards	₹15,000/board	- (fixed)	₹3,00,000	₹36,00,000
7	Branding (Corridors, Lobby)	40 Boards	₹10,000/board	- (fixed)	₹4,00,000	₹48,00,000
8	Auditorium	9 days ×	₹2,00,000/day	9	₹18,00,000	₹2,16,00,000

	Rental	₹2,00,000				
9	Conference Room Large	9 days × ₹80,000	₹80,000/day	9	₹7,20,000	₹86,40,000
10	Conference Room Small (3)	10 days × ₹50,000	₹50,000/day	10	₹15,00,000	₹1,80,00,000
11	Exhibition Hall Large 1	9 days × ₹3,00,000	₹3,00,000/day	9	₹27,00,000	₹3,24,00,000
12	Exhibition Hall Large 2	9 days × ₹2,50,000	₹2,50,000/day	9	₹22,50,000	₹2,70,00,000
13	Business Center	8 days × ₹25,000	₹25,000/day	8	₹2,00,000	₹24,00,000
<b>Total</b>						<b>₹ 13.45 Cr</b>

Limited initial occupancy (8–10 days per month) with emphasis on building market visibility and client base. Major revenue contribution from fixed rentals (food court, kitchen, branding) and mid-sized event bookings.

The successful operation and maintenance of the Kanpur Convention Centre require a well-structured expenditure framework to ensure service quality, upkeep of infrastructure, and operational efficiency.

The expenditure projections have been carefully developed considering:

- The manpower needs at different phases (initial, ramp-up, and mature operations),
- Inflationary adjustments to salaries and utilities over time,
- Escalating maintenance and administrative costs associated with increased usage.

The objective is to maintain a lean and efficient cost structure during the initial years and systematically increase operational spending in line with revenue growth and event volume.

The detailed expenditure plan outlined corresponding to Year 1, matching the Centre's expected growth trajectory.

**Table 2: Year 1: Expenditure Table**

Sr. No.	Expenditure Head	Nos.	Salary per Month (₹)	Amount (₹)	Monthly Expenditure (₹)
<b>ADMINISTRATIVE STAFF</b>					
1	General Manager	1	₹1,00,000	₹1,00,000	₹1,00,000
2	Asst. Manager	1	₹40,000	₹40,000	₹40,000
3	Accountant	1	₹25,000	₹25,000	₹25,000
4	Clerks	2	₹15,000	₹30,000	₹30,000
5	Office Peon	2	₹10,000	₹20,000	₹20,000
<b>Maintenance Staff</b>					
6	Electrician - Head	1	₹20,000	₹20,000	₹20,000
7	Electrician - Astd.	1	₹10,000	₹10,000	₹10,000
8	Lift Operator	2	₹12,000	₹24,000	₹24,000
9	Plumber - Head	1	₹15,000	₹15,000	₹15,000
10	Plumber - Astd.	1	₹10,000	₹10,000	₹10,000
11	Housekeeping Supervisor	2	₹20,000	₹40,000	₹40,000
12	Housekeeping Staff	10	₹10,000	₹1,00,000	₹1,00,000
13	Security (Outsourced)	8	₹18,000	₹1,44,000	₹1,44,000
14	Gardeners	2	₹12,000	₹24,000	₹24,000
<b>Other Expenditures</b>					
15	Electricity Bills (Avg.)	-	-	-	₹20,00,000
16	Misc. Maintenance	-	-	-	₹2,00,000
17	Housekeeping Materials	-	-	-	₹50,000
18	AMC (AC, STP, Lifts)	-	-	-	₹2,50,000
19	Insurance Cost	-	-	-	₹1,00,000
20	Other Maintenance (STP/CCTV/Lift)	-	-	-	₹1,00,000

**Total Monthly Expenditure (Year 1) = ₹33,02,000**

**Total Annual Expenditure (Year 1) = ₹3.96 Crores**



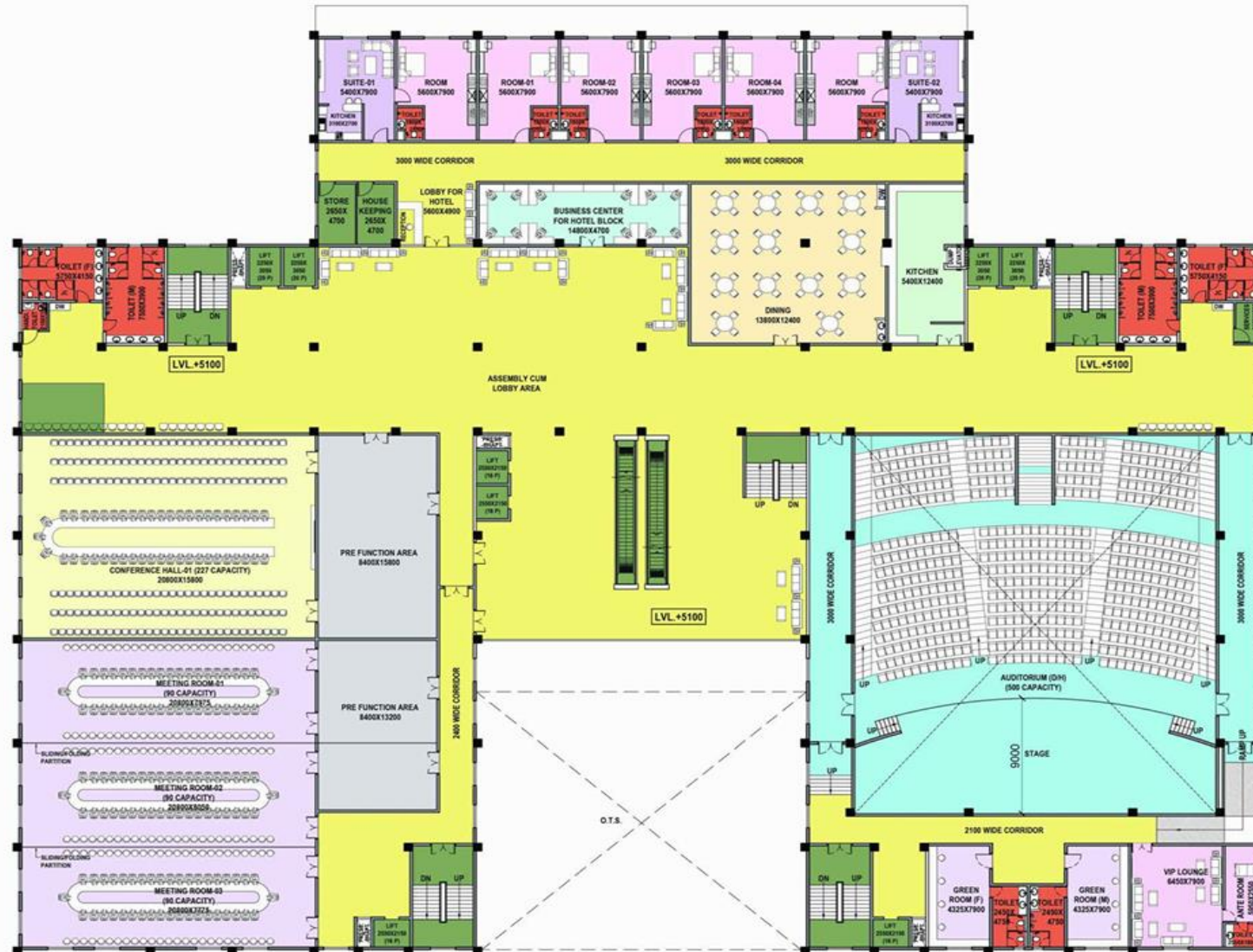
Selection of Agency for Operation, Maintenance and Providing Comprehensive Facility Management Services for Kanpur Convention Centre, Kanpur







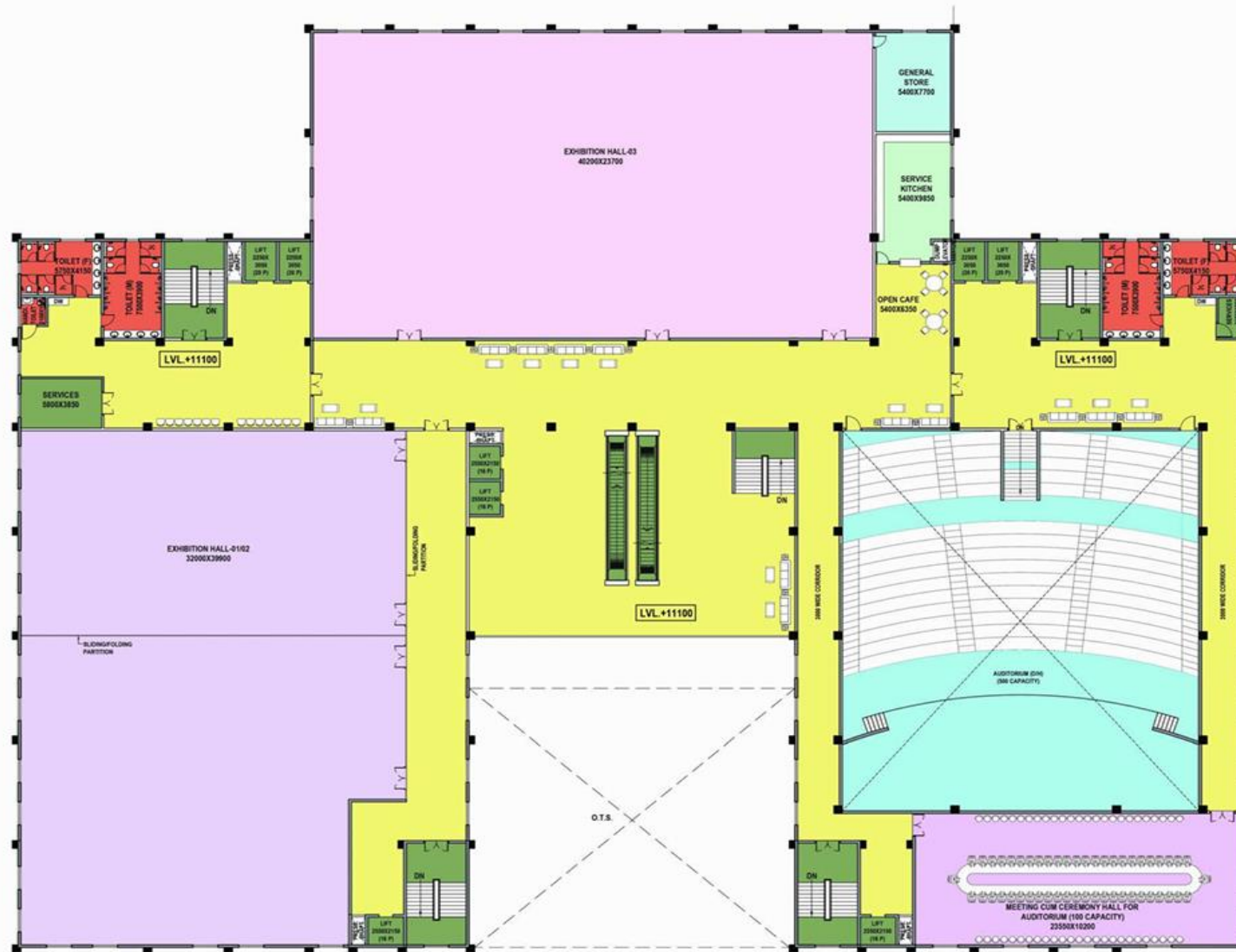
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CONCEPT DRAWING

- NOTES:
1. ALL DIMENSIONS IN MILLIMETER UNLESS OTHERWISE SPECIFIED.
  2. FIGURE DIMENSIONS SHALL BE FOLLOWED.
  3. ALL DIMENSIONS SHALL BE CHECKED & VERIFIED BEFORE COMMENCEMENT OF THE WORK.
  4. DISCREPANCY, IF ANY, SHALL BE BROUGHT TO THE NOTICE OF ARCHITECT IN-CHARGE AND CLARIFICATION OBTAINED IN WRITING PRIOR TO EXECUTION OF THE WORK.

1.				
2.				
3.				
S.N.	R.NO.	DATE	DESCRIPTIONS	INITIAL
REVISIONS				
PROJECT :				
CONSTRUCTION OF CONVENTION CENTRE AT KANPUR.				
DRG. TITLE -				
FIRST FLOOR				
PRESENTATION PLAN				
NORTH -		SCALE -	DATE -	
		1:150@A1	JAN-22	
DRG NO.-				
MHPL/KAN/CC/AR/03				
IMPLEMENTING AGENCY:				
				
KANPUR SMART CITY LIMITED				
EPC Contractor :				
MHPL India Private Limited				
150778 Civil Lines, Kanpur-208-001 Uttar Pradesh, India				
EPC Architects :				
Gyan P Bhattacharya Associates Pvt. Ltd.				
C-28, East of Kalyani, New Delhi, Delhi-110003, India				
Office Telephone: 011-4601-0588				
Email: info@gpma.com				
				



# CONCEPT DRAWING

NOTES:  
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SL. NO.	DATE	DESCRIPTION	INITIAL
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REVISIONS  
 PROJECT:  
 CONSTRUCTION OF CONVENTION CENTRE AT KANPUR.

DRG. TITLE -  
 SECOND FLOOR  
 PRESENTATION PLAN  
 NORTH - SCALE - DATE -  
 1:150@A1 JAN-22

DRG NO.-  
 MHPL/KAN/CC/AR/04

IMPLEMENTING AGENCY:



KANPUR SMART CITY LIMITED

EPC Contractor :

MHPL India Private Limited

1527N Civil Lines, Kanpur-208-001 Uttar Pradesh, India

EPC Architects :  
 Gun P. Mishra & Associates Pvt. Ltd.  
 C-28, East of Kailash, New Delhi, Delhi-110025, India  
 Office Telephone: 011-4600-0588  
 Email: info@gunp.com

