



CORPORATION OF MADURAI

REQUEST FOR PROPOSAL (RFP)

**Design, development, operation &
maintenance of the
Eco Park, Corporation of Madurai
in PPP (Design, Build, Operate, Transfer) model in the
theme of an interactive animatronics park**

May 2022

I. NOTICE INVITING PROPOSAL

Request for proposal (RFP) for Design, development, operation & maintenance of the Eco Park, Corporation of Madurai in PPP (Design, Build, Operate, Transfer) model in the theme of an interactive animatronics park National Competitive Bidding

Ref. No.	A 2 / 004380 / 2022
Name of the Work:	Design, development, operation & maintenance of the Eco Park, Corporation of Madurai in PPP (Design, Build, Operate, Transfer) model in the theme of an interactive animatronics park
Bidding Document Available From	www.maduraicorporation.co.in www.tntenders.gov.in/ and www.tenders.tn.gov.com From 14.05.2022 onwards
Last Date and Time for Online Submission of Bids	Date: 30 .05.2022 till time 16:00 Hours on www.tntenders.gov.in/ and www.tenders.tn.gov.com
Physical submission of Tender Fee, EMD and other tender documents	From Date of Issue till 15:00 Hours on 31.05.2022
Office Address	The Commissioner, Corporation of Madurai , Arignar Anna Maligai, Tallakulam, Madurai-625002.
Date of pre-bid meeting	14:00 Hours on 20.05.2022 – in person and VC
Time & Date of Opening Technical Bid	15:30 Hours on 31.05.2022
Time & Date of Technical Presentation	11:00 Hours on 01.06.2022
Place of Opening of Technical Bids and technical presentation	Corporation of Madurai, Arignar Anna Maligai, Tallakulam, Madurai-625002. Phone:0452 -2540333 Email: revenue@maduraicorporation.co.in tenders@maduraicorporation.co.in
Time & Date of Opening Financial Bid	Will be Informed later on
Officer Inviting Bids	Commissioner, Corporation of Madurai
Websites for e tendering	www.tntenders.gov.in/ and www.tenders.tn.gov.com

Interested Bidders can view these tender documents online but bidders who are interested in bidding in these tenders can download tender documents as mentioned above and Bidder who wishes to submit their offer shall pay tender fee in form of Account Payee Non-refundable Demand Draft payable at Madurai drawn on any Nationalized Bank / Schedule Bank.

Tender Documents are only available in Electronic Form. Bidders shall upload the tender documents after submitting the DD details for tender fees and EMD details online. The Demand Draft towards Tender Document fees and Earnest Money Deposit before the due date as specified above. This should be as per details given online and it should be drawn before last date of the uploading of the tender.

Disclaimer

Corporation of Madurai has prepared this document to invite proposals for above mentioned activities. While Corporation of Madurai has taken due care in the preparation of information contained herein and believes it to be accurate, neither Corporation of Madurai or any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

This information is not intended to be exhaustive. Interested parties are expected to make their own inquiries and research for gathering the insights, knowledge and information that may be required for submitting a bid. The information is provided on the basis that it is non-binding on Corporation of Madurai, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Corporation of Madurai reserves the right not to proceed with the bidding process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the bid further with any party submitting a bid.

No reimbursement of cost of any type will be paid to persons or entities submitting the Bid.

II. PREAMBLE

Corporation of Madurai invites Proposals from interested Bidders for design, development, operation & maintenance of the Eco Park, Corporation of Madurai in PPP (Design, Build, Operate, Transfer) model in the theme of an interactive animatronics park for a period of 3 years which is extendable up to 3+3 years with a 5% escalation per year throughout the period.

The Bids shall be prepared in English and all entries must be typed or written in Blue/black ink. Initials of the authorized representative of the Bidder must attest all erasures and alterations made while filling the Bids. Over-writing of figures in Price Bid is not permitted. Failure to comply with any of these conditions may render the Bid invalid. A copy of this RFP document signed on all pages must accompany the bid.

Authority shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites. Authority reserves the rights to cancel, terminate, change or modify this process and/or requirements of bidding stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.

The bid evaluation shall be done based on the evaluation method set forth in the document. Only those firms/companies who qualify based on this evaluation method will be qualified bidders for the purpose of opening of Price Bid and its evaluation.

III. DEFINITIONS

"Authority" or "MADURAI CORPORATION" or MCC or Madurai City Corporation shall mean Corporation of Madurai.

"Bid" or "Detailed Bid" shall mean the detailed Bid submitted by the Bidder in response to this RFP including clarifications and/or amendments, if any.

"Bid Security" shall mean the Security furnished by the Bidder, as part of the Detailed Bid.

"Contract" or "License Agreement" or "Agreement" shall mean the agreement between the Authority and the selected bidder (here in after the "Licensee ") which allows the selected bidder to manage the facilities against the License Fee paid by

the selected bidder to the Authority and in accordance with the terms and conditions of this RFP and the Agreement.

“Designated Location” shall mean the Eco Park located at Tallkulam.

“Due Date” shall mean the last date for submission of bids as mentioned in the RFP Summary.

“Firm” shall mean a single legal entity, which is a registered body, Government agency or statutory body.

“Interactive animatronics Park” means the park that uses modern technologies like animatronics, sound and light shows to depict the core, animal life based theme of the park. It is expected that the park uses animatronics of extinct animals like dinosaurs or such similar animals.

“Joint Venture” or “Consortium” shall be a maximum of two partners who are joining together for the purpose of responding to this proposal and who together wish to carry out this work represented in this RFP.

“Letter of Acceptance” or “LOA” means the letter issued by Authority to the Successful Bidder to undertake and execute this particular Contract in conformity with the terms and conditions set forth in this RFP and subsequent Agreement.

“License(s)” or “Operator License” shall mean the license to design, development, operate & maintain of the Eco Park, Corporation of Madurai in PPP (Design, Build, Operate, Transfer) model in the theme of an interactive park as per the terms and conditions of this RFP. The license does not provide proprietary rights over any property or Asset including land at Designated Location.

“Licensee” or “Successful Bidder” or “Operator” or “Operator Licensee” shall mean the selected bidder whose RFP has been accepted by the Authority.

“License Period” shall mean the tenure of the License as mentioned in the RFP Summary of this document or the early termination of the License before the end of such License Period, whichever is earlier.

“Performance Security” shall mean Demand Draft or the Bank Guarantee furnished by a Bidder upon his selection as the Licensee as per the terms mentioned in the RFP.

“Taxes and Duties” shall mean all taxes, duties, fees etc. payable as per applicable

laws in India in connection with the procurement, development, installation, operation, maintenance and Maintenance of Project.

License Period” shall mean the tenure of the License as mentioned in the RFP Summary of this document or the early termination of the License before the end of such License Period, whichever is earlier.

RFP SUMMARY

Sr. No.	Key Information	Details
1.	RFP for	Selection of Licensee for Design, development, operation & maintenance of the Eco Park, Corporation of Madurai in PPP (Design, Build, Operate, Transfer) model in the theme of an interactive animatronics park
2.	Locations to be issued through this RFP	Eco Park located near Arignar Anna Maligai measuring approx. acres.
3.	Minimum Value of Licensee Fee	The Price Proposal submitted by the bidders shall be over and above to the Minimum Annual License Fee of. Rs.75,00,000/- (Rupees Seventy Five Lakhs only) . The bidder has to pay License fee quoted in the Price bid or the price quoted higher than above.
4.	Commencement of Recreational Services and Liquidated Damages	Licensee shall be required to start Operation Facilities within 5 months from issue of LOA. Non-operational Facility in above timeline shall invite Liquidated Damages of Rs 1000/- for per day of delay from first day after the permissible period till 15th day. Any delay beyond the initial 15 days shall attract Liquidated Damages of Rs 2000 per day from 16th day up to 30th day. If the delay continues beyond the 30th day, LOA given by the Authority can be cancelled.
5.	Payment of License fee	The payment of the license fee for the first year shall be made within 7 days of issue of LoA. The first year shall commence from the date of issue of LoA till 31.03.2023. The payment of the license fee for subsequent years shall be made on or before 15 th of April of that year.
6.	License Period	The License Period shall be of 3 years from date of LOA. The license shall extendable for 3 +3 years thereafter upon mutual agreement.

7.	Eligibility of the bidders	<p>A company incorporated as per Indian Companies Act 1956 / 2013 (Copy of Memorandum and Article of the association of the bidder should be submitted) Or Partnership firm registered under The Partnership Act (Copy of Partnership Deed should be submitted) Or a registered proprietary firm (Copy of sales tax/service tax registration, EPF registration, Shop registration certificate).Or a consortium of 2 firms having experience as Mentioned in qualification criteria. In case of consortium, the Lead bidder shall be responsible for the entire project.</p> <p>Bidders blacklisted by any Central or State Government departments, PSUs or Government Agencies are not eligible.</p>
8.	Qualification Criteria	<p>The bidder shall meet both Financial and Technical Qualifications to be considered qualified.</p> <p>Financial Qualifications:</p> <p>The bidder should have average annual turnover of Rs.20.00 Crores from the business of recreational / activities for the last 3 consecutive years starting from 2016-2017 Documentary evidences:</p> <p>Copy of Audited annual reports from 2016-2017 to 2020- 2021</p> <p>Statement from the statutory auditor as prescribed in the Annexure 3</p> <p>The bidder must have an experience of Minimum 3 years of successfully constructing and operating an Theme park in any reputed private/govt or semi govt organisation, this should be supported by documentary evidences like work orders, certificates, agreements etc.</p>
9.	Bid Submission Format	<p>Bidders are Required to submit the Bid in following two envelopes</p> <p>Envelope 1: Bid Security This envelope shall be super scribed "Envelope 1: Bid Security".</p> <p>Envelope 2: Qualification Bid/ Technical Proposal</p> <p>Forwarding letter as per Annexure 1</p> <p>Bidder Information as per Annexure 2</p> <p>Statement from Chartered Accountant as per Annexure</p>

		<p>Audited annual accounts for last Three years starting from 2016-2017</p> <p>Experience details as per Annexure 4 along with supporting documents showing ownership or operation experience as prescribed in the point no 7 of the RFP summary.</p> <p>Detailed proposal of the bidder including All other significant details that clarify the bidder's Over all idea.</p>
10.		<p>This envelope shall be super scribed "Envelope 2: Qualification Bid/ Technical Proposal" Qualification Bids may be submitted in a common envelope.</p> <p>Price Bid</p> <p>Quoting the annual License fees for the License Period shall be quoted and to be provided in separate cover by the bidder in electronic format only.</p> <p>All the envelopes shall be placed in one outer Envelope. The envelope shall be super scribed "Design, development, operation & maintenance of the Eco Park, Corporation of Madurai in PPP (Design, Build, Operate, Transfer) model in the theme of an interactive animatronics park" and submit to the address specified in RFP Summary before the Bid Submission date. The Bid submission date is Specified in RFP Summary.</p>
11.	Bid Evaluation	<p>Envelope 1: Bid Security/EMD.</p> <p>Envelope 2 of only those Bidders shall be opened who have provided BidSecurity.</p> <p>Envelope 2: Assessment of Financial and Technical qualifying criteria. The Bidders are required to pass in each of the eligibility and Qualification Criteria mentioned in the RFP summary and terms and condition set forth in this RFP document.</p> <p>Price bids shall be opened of only those bidders about whom the Authority may be satisfied in terms of their quality, safety, financial and operational capability.</p> <p>Price bids of only those parties who qualify Financially/Technically will be opened.</p>

12.	Bid Validity	180 Days from the date of opening of bid.
13.	Bid Security/ EMD	The amount for Bid Security (EMD) shall be Rs. 75,000/- in the form of Demand Draft in favour of Commissioner, Madurai Corporation. and payable at Madurai from an Approved Bank.
14.	Performance Security	<p>Performance Security will be 25% of the value of the License fees quoted for the first year in the form of DD or Bank Guarantee in favour of Madurai Corporation. and payable at Madurai from an Approved Bank to be paid on or before signing of Agreement. Format of the bank guarantee for Performance Security is given in Annexure</p> <p>Performance Security shall be valid up to the end of License Period and 60 days thereafter.</p>
15.	License fees	<p>The Licensee is required to be paid in advance yearly. The payment of license fee shall be made within 30 days of beginning of each term or commencement of operation. Any delay in payment shall carry an interest @12% per annum and upon failing, Authority shall forfeit the performance security.</p> <p>The annual License fees shall be escalated at 5%every year during the License Period.</p> <p>G.O.No.26 MAWS Department Date. 28.01.1994 carry an interest 18%</p>
16.	Award Criteria	Party quoting the highest license fees for the first year will be awarded the license with complete scope plan
17.	Tender Fee/ Cost of the document	Free of Cost.
18.	Signing of Agreement	Agreement shall be signed between Authority and Licensee incorporating the terms of the RFP as directed by Authority.
19.	Timing of Services	The hours of operation can be from 10 AM to 9 PM. However, the timing can be extended or reduced as per the applicable laws and regulations. Service provider needs to do the needful for arrangements of proper lighting during the evening times. However, reasonable effort shall be taken by the bidder to ensure operation of park on all days of the week in the above timings.
20.	Chargeable rates & duration	The bidder can charge the rates for each games or chargeable items.

21.	Last Date of receipt of Bids	31.05.2022 Till 3 PM in the office of MADURAI CORPORATION Madurai -625002
22.	Date of opening of Bid	31.05.2022 at 4.00 PM in the office of CORPORATION OF MADURAI Madurai-625002.
23.	Revenue to Licensee	Licensee is authorized to collect the Fees/fares from the users and other fun zone activities, canteen etc
24.	Approvals and Clearances	Before starting the operations of animatronics Park, Licensee shall be required to obtain all necessary approvals and clearances as specified by rules, laws and bye laws for carrying out the activities for such kind of all theme Park.
25.	Taxes	The Licensee shall be liable to pay all taxes and statutory dues including GST.
26.	Equipment Quality	The operator will have to provide rides which are new or are close to new in terms of quality. The Licensee shall submit documents to the Authority, showcasing manufacturing details if required by the authority.
27.	Place for Storage of Equipment	All necessary arrangements, electricity charges, fixtures etc. will have to be done by Operator at his own risk and cost with the prior approval of MADURAI CORPORATION.
28.	Risk & Cost	CORPORATION OF MADURAI will not be responsible for any kind of theft / loss / damage to the property / of the licensee. No such compensation will be entertained.

IV. SCOPE OF WORK:

The work scope includes creation of an extinct animal -life based story board as per the theme of the park and complete upgradation of the park which includes the following (the list is indicative and not exhaustive)

1. Grand themed entry gate
2. 18 to 20 animatronics in the core theme of the park
3. 7 to 9 interconnected enclosures with natural habitat for the depiction made based on the theme of the park
4. Complete horticulture for the park
5. Railings all over the pathways

6. Lightings all over the pathways and for enclosures
7. Sound system all over the park
8. Sitting benches all over the park
9. Knowledge wall and signages
10. Renovation of existing 2 fountains
11. Renovation of existing play equipment
12. New play equipment
13. Conditioning of public toilets and allowing it to be used at free of cost.
14. Game zones
15. Souvenir shop
16. Selfie zones
17. Cafeteria

18. Important Note: The successful bidder shall permit morning walk in the Eco Park Premises for general public from 5 am to 9:30 am on all days without any cost.

OPERATIONS:

All the above items will be placed in a proper sequence according to the story board with interconnected enclosures of related habitat of different dinosaur species. Civil, electrical, mechanical works will be carried out to pursue the enclosures. Man power will be provided by us for the entire operations of the park like gardening, housekeeping, operate some interactive dinosaurs, operate fun zone activities, securities, maintenance people, event managers if carried out, etc....

MAINTENANCE:

Complete maintenance of the park like maintaining the vegetation, all infrastructures, working models, play equipment, refreshment zones for its proper working and aesthetics.

ANIMATRONIC MODELS:

All animatronic models in the chosen theme shall be designed as life size of the real animals, in its appearance and its texture. It will have the movements like mouth open and close, neck movement, breathing, eyes blinking, tail swagging, water spraying (if required), emulating sound, arm movement etc...

STORY BOARD AND SCOPE OF WORK STORY BOARD:

The theme shall be on an extinct and exotic animal. The park shall be designed in edutainment purpose (education & entertainment). Visitors need to understand about the animal/exotic birds life cycle, see animatronics models and interact with them, see the replica of the fossils of the extinct animal, etc.

V. INSTRUCTION TO BIDDERS FOR BID PREPARATION AND SUBMISSION

1. About the Contract

The License to be awarded as per this RFP shall include the setting up of the Facility at the location, the operation and maintenance of the Facility by providing manning, maintenance and fulfilment of other such objective incidental to and in conformity with this License.

2. The Contract/License shall come into force only if following conditions have been satisfied:

- a) Performance security has been paid within the time specified in the RFP Summary of this RFP document.
- b) Agreement has been executed within the period as specified in the Letter of Acceptance.
- c) The Performance Evaluations of Licensee shall be held at the end of every year during License Period. In the event, performance of Licensee not found satisfactory, the Authority has full discretion to terminate the Agreement as sole discretion of Authority. Decision of the Authority will be final in this regard. The Performance Security shall be returned to the Licensee subject to Authority's right to receive damages, if any.

3. Right of Authority to accept or reject any Bid

The Authority will accept the bid which will be best suited in all aspects. The decision of the Authority shall be final in these aspects. The Authority also reserves following rights without any kind of liability:

- a) To accept or reject any or part of any bid/ entire bid or all the bids without assigning any reason thereof.
- b) Not to proceed ahead in the bid process without assigning any reason thereof.

4. Documents Constituting Bid

The RFP documents comprise the following and are to be read together:

- a) This RFP document, and any other documents required to be submitted as specified in Bid Submission Format.
- b) Other documents constituting the RFP and acceptance thereof and shall be deemed to include any amendments, modifications to the RFP document or its constituent document.
- c) The bidders are required to submit the bid along with copy of RFP (including addendum if any) duly signed, on each and every page by the bidder and all supporting documents through online as well as hard copies(in physical form)

in person or by courier/speed post/ registered post only.

5. Eligibility and Qualification Criteria

The Bidders shall have to meet the eligibility and qualification criteria as provided in the point number 6 and 7 of the RFP summary. Bids which do not commensurate with such criteria shall be summarily rejected by the Authority.

6. Bid Submission Format

The Bidders are required to submit the Bid in two envelopes, the details for which are specified in the RFP summary. Following is check list of the documents to be submitted as part of the bid.

7. Document Check List

Envelope No.	Documents	Relevant Annexure for format /guidelines
I	Technical Bid: (all pages to be signed) a) EMD b) Forwarding Letter c) Bidders Information d) Firm Registration documents e) Financial Statements from Auditor of the firm showing Turnover of the firm for last Three years' documents f) Copy of Audited Annual Accounts for Last Three financial years starting from 2016-2017. g) Format for experience details h) Support Documents such as work orders, Completion Certificates, etc. i) No Black Listing Certificate j) Copy of tender document signed on every page by the Bidder's authorized representative. k) Authorization of signatory in the form of Board Resolution/ Partner's Resolution or Power of Attorney, as applicable. l) Technical Presentation	Annexure 1 to 6 and 8
II	Financial proposal in the prescribed format	

8. Bid Security (EMD)

Bid submitted in response to the RFP Document shall be accompanied by a Bid Security (EMD) of the amount mentioned in the RFP Summary in the form of

Demand Draft or Bank Guarantee from an Authorized Bank. The bid security furnished by the successful bidder shall be refunded after the acceptance of Performance Security. Bids not accompanied with requisite Bid security shall be summarily rejected. The bid security shall be returned to the bidder – Whose bid has not been accepted by the Authority. Bid security is a non-interest bearing deposit. Bid Security shall be valid for a period up to 180 days from date of opening of the bid.

Bid Security shall stand forfeited in the following situations:

- a) In case of unclear offer and/or conditional offer, such bid is not acceptable by the Authority and so the Bid Security shall be forfeited.
- b) In case of revision and/or modification of terms of bid or withdrawal of bid during the validity period.
- c) In case of submission of a grossly wrong or fraudulent bid.
- d) In case of bidder demands transfer of contract before acceptance of offer or after acceptance of offer.
- e) For the successful bidder, if the Performance Security is not deposited within the stipulated time period.
- f) If the Agreement is not executed within the time period specified in the LoA or as specified by the Authority, even though Performance Security has been paid. (In this case, both Bid Security and Performance Security will be forfeited and LoA will be cancelled).
- g) If the Licensee wants to withdraw before signing of Agreement.

In the event, bidder, after the issue of communication of acceptance of his bid by the Authority, fails/refuses to start/execute the work as herein the bidder shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the bidder's calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.

9. Performance Security

- a) Licensee shall, for due and punctual performance of its obligations during the License Period, deliver to Authority, simultaneously with the execution of this Contract, an unconditional and irrevocable Bank Guarantee as Performance Security as mentioned in the RFP Summary of this RFP. Format of the bank guarantee for Performance Security is given Annexure.
- b) The Performance Security shall be valid up to the end of License Period plus 60 days. The Performance security shall not bear any interest and the Licensee shall not have any claim on the interest on Performance security.

Provided that if the License is terminated due to any Event of Default other than Licensee's Event of Default, the Performance Security shall, subject to Authority's right to receive amounts, if any, due from Licensee under this License, be duly discharged and released to Licensee.

- c) Fresh Performance Security: In the event of the encashment of the Performance Security by Authority pursuant to Encashment Notice issued, Licensee shall within 10 (ten) days of the Encashment Notice, furnish fresh Performance Security to Authority, failing which the Authority shall be entitled to terminate this License in accordance with the upgradations herein. The Authority shall be entitled to encash the Performance Security fully or partially as the case may be through notice of 20(twenty) days if any Event of Default not being remedied by the Licensee despite notice from the Authority.
- d) Whenever any claim against the Licensee for payment of sum of money arises out of or under the Contract, Authority shall be entitled to recover such sums or any sum then due or which at any time there may become due from the Licensee under this contract from Performance Security with the Authority. Should this sum be not sufficient to cover the recoverable amount, the Licensee shall pay to the Authority on demand the balance remaining due.
- e) **Performance Security shall be forfeited in following situations:**
 - i. The amount of License Fee has not been paid within the period specified in RFP Summary.
 - ii. If the Licensee is found guilty of not following any of RFP terms and conditions.
 - iii. If the Licensee fails to pay the damages, compensation if any, applied on him for breach of performance standards as specified in annexure 9
 - iv. If the contract is terminated in event of Licensee event of default.

10. Bid Signatory

The bidder will appoint an authorized signatory for signing the bid and acting as representative. The requisite authorization of this person in the form of Board Resolution/Partners Resolution or Power of Attorney will be required to be attached with the qualifying bid.

11. Bid Opening Process

On the day of bid opening, Envelope 1 would be opened first and the Document fee and EMD shall be verified. The Technical Evaluations of each Bidder shall be carried out. Technical presentation shall be made by the bidders. The bidders qualifying as per the qualifying criteria shall be considered qualified. The qualified bidders shall

be informed a due date and time of opening of Price Bid. The Bidder can remain present during the Price Bid Opening.

12. Bid Evaluation Method and Award Criteria

The Bidders are required to submit the Bid as per the RFP summary. The Bid evaluations shall be carried out for each envelope. The Bids of the Bidders not submitting the Demand Draft for Document Fee and Bid Security shall be rejected. The detailed Bid Evaluations process is described below.

Envelope 1: Bid Security and technical bid

Envelope 2: Financial Bid

- a) On opening of technical bid, various technical qualifications as mandated and their experience in doing successful similar animatronics projects elsewhere shall be evaluated (40 marks)
- b) The bidder shall make a 15 minutes presentation to the Committee constituted for this purpose by the Commissioner, Corporation of Madurai on the theme story board, depiction of their proposed work at the Eco Park (60 marks)
- c) Bidders scoring atleast 70 marks in technical evaluation alone will be considered taken for financial evaluation.
- d) The Price Bids of only those selected bidders shall be opened.

S. No	Item	Score
1	Satisfying minimum eligibility criteria	20
2	Experience in operating a similar project anywhere in India by the sole bidder or the lead partner (in case of JV) successfully for any 2 years in the last 5 years	20
3	Technical Presentation Concept, theme and storyboard, mode of execution and timing of execution, safety and security measures to be adopted by the bidder, detailed proposal on advantages to Madurai Corporation by assigning this project to the bidder	60
	Total	100

13. Validity Period

Bids shall remain valid for a period of 180 days after the date of opening of Bids by Authority. Authority reserves the right to reject a bid which is valid for a period less than so specified and also shall not be liable to send an intimation of any such rejection to such bidder.

14. Extension of Period of Validity

In exceptional circumstances, Authority may solicit the Bidder's consent for extension of bid validity period. Any such proposal by the Authority and the response thereto shall be made in writing and such extension by the Bidder should be unconditional.

15. Modification and Withdrawal of Bid

No bid may be withdrawn in the interval between the bid due date and expiration of the validity period.

16. Right to call for more information /documents

If during bid evaluation, the Authority finds certain information or documents not having been submitted by the bidder, of being made available partially only, the Authority, at its sole and absolute discretion retains the right to evaluate the bid based on submitted documents only or ask for the missing information or documents from the bidders. The Authority's decision in this case would be final and binding.

VI. GENERAL AND SPECIAL CONDITIONS OF LICENSE

Corporation of Madurai will provide Eco Park which is measuring approx. **- acres**. The layout of the plot is attached in Annexure 11. The scope of the work of the Licensee being granted the License for for Design, development, operation & maintenance of the Eco Park, Corporation of Madurai in PPP (Design, Build, Operate, Transfer) model in the theme of an interactive animatronics park under this RFP shall be as follows:

i. General Conditions of the License

- a) The Licensee is required to submit a detailed plan regarding the type of rides which will be installed along with the requisite civil work which will be carried out by the licensee. Bids must contain the detailed development plan, the bids not with detailed development plan will be rejected.
- b) Necessary permissions from various authorities like Police Department, District Administration, firedept, etc are to be obtained on its own.
- c) The development plan must contain necessary details like civil work, layout, electrification plan, time required for installation etc.
- d) CORPORATION OF MADURAI will give a moratorium period of 5 months for installations and commissioning of the project.
- e) The licensee along with the plan must list out the tentative pricing which will be charged to the customers

- f) The licensee must obtain all necessary licenses permissions, from concerned govt authorities. The licensee has to provide all required safety certificates of all the rides and submit to MADURAI CORPORATION.
- g) The licensee has to operate on all days (including holidays)
- h) The timing of operation of the Eco Park will be from morning 10.00 am to 9.00 pm.
- i) In case if any government agency like Police department CORPORATION OF MADURAI instructs change of timings or closure of operation on specific days then licensee must abide by it and no compensation will be paid by MADURAI CORPORATION.
- j) CORPORATION OF MADURAI will provide the licensee permission to install rides only in the allotted land. The licensee cannot claim any right on the land or use the allotted land for any other purpose other than Eco Park
- k) The Licensee shall be required to arrange for all the equipment for first aid, passenger safety, etc.
- l) Licensee must maintain proper cleanliness of the entire area.
- m) Performance and fulfillment of all other obligations incidental to and supporting the above.
- n) Licensee will have to take all necessary insurance required for operating the facility and CORPORATION OF MADURAI will not be responsible for any adverse accident taking place.

ii. Special Conditions of the License

- a) The responsibility of safety of all the passengers using such service shall vest with the Licensee and in no event will the Authority assume such responsibility or liability or for payment of any damages. The Licensee shall be required to take adequate insurance as per Clause 7.2 to cover such risks.
- b) The Licensee shall immediately notify and report all minor/ major accidents at the site to the Authority.
- c) Licensee shall not sublet, transfer or assign the services or any part thereof to others. No other person shall be entitled to use the premises or any part thereof in his stead.
- d) The Authority or its authorized representatives shall have access at all hours to the site or any part thereof and inspect the services provided by the Licensee.
- e) Any employee/ staff of the Licensee or any equipment/ material used by the Licensee not deemed fit for any reasons by the Authority shall be removed immediately from the Facility. The Authority shall have indirect control over the manpower as well as the equipment/ assets used for the Facility.

iii. Obligations and Undertakings

In addition to and not in derogation or substitution of any of the obligations set out

elsewhere in this RFP, the Parties shall agree and undertake as under:

- a) General Obligations of the Licensee The Licensee shall at its own cost and expense:
- b) Upgrade the park in modern standards with some technology equipments
- c) Complete horticulture of the park
- d) Renovate the existing non operational equipments (or) facilities.
- e) Provide for all the assets, infrastructure and manpower required as per the terms and conditions of this RFP and the proposal submitted by Licensee.
- f) Manage the Facility and construct the other infrastructure including all construction, repair and replacement works in full operational condition during the License Period.
- g) Ensure no queue of visitors/passengers during peak hours and peak season by providing adequate number of equipment of all types as mentioned in the RFP summary.
- h) Compulsorily issue tickets to each user of the facility
- i) Pay taxes and duties on revenue from the operations regularly as per statutory requirements.
- j) Obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance with thereof at all times for execution of its obligations.
- k) The Licensee shall be responsible for ensuring that any existing utility on, under, above, adjacent, adjoining or near the Facility is kept in continuous satisfactory use, if necessary, by the use of suitable temporary or permanent diversions with prior approval of the Authority.
- l) Strictly adhered to the routes and area under circulation as well as time period of Facility operation as specified in RFP summary all times during the License Period.
- m) Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and Systems used for the purpose of this License.
- n) Allow and entitle the Authority or a nominee of the Authority to step into this License at the Authority's discretion, in place and substitution of the Licensee in the Event of Termination pursuant to the upgradations of this RFP.
- o) Take all reasonable precautions for the prevention of accidents at the Facility and the Location and the surrounding environment.
- p) Strictly adhered to the Performance Standard as specified in
- q) Annexure all time during the Licensee Period.
- r) Make timely payment of the damages occurred due to violation in the performance standard
- s) Not to place or create nor to permit any person claiming through or under the Licensee to create or place any Encumbrance over all or any part of the Location/ Facility, or on any rights of the Licensee therein, save and except

as expressly set forth in this RFP;

- t) Take insurance as per the clause 7.2 and maintain the same all time during the License Period.
- u) The expenses for water, electricity, etc. shall be arranged and borne by the Licensee.
- v) Undertake, do and perform all such acts, deeds and things as may be necessary or required to adhere to the obligations under and in accordance with this RFP;
- w) Make available for inspection by Authority or any authorized person of the Authority, copy of RFP and proposal as submitted to the Authority, Agreement and copies of all documents relating to safety and its safety standards free of charge.

iv. **Safety and Insurance**

Safety

- a) The Licensee shall during the subsistence of the License:
- b) Ensure the safety of the Facility and all the visitors thereby at all times, by providing adequate insurance and periodic inspection report to the Authority.
- c) Make good any damage/ destruction caused due to direct/ indirect neglect of the Licensee.
- d) Plan and install fire-detection, fire-alarm and fire-fighting system including necessary approvals from competent authority on design and installation.
- e) Undertake all such safety precautions with all required approvals as per best industry practices that are incidental to the activities in accordance with the License.
- f) Licensee should necessarily submit all required safety audit report from every concerned departments at the end every year.

Insurance

- a) If during the license period any loss of property and/or life takes place, the loss and account
- b) of the same shall be borne entirely by the Licensee and CORPORATION OF MADURAI shall not be liable for any such claims. The Licensee shall be responsible for the payments arising out of any Third Party claims. The Licensee shall indemnify CORPORATION OF MADURAI against any such third party claim and is required to procure insurance for meeting such liabilities at Licensee's own cost.
- c) In general, the Licensee shall, at its cost and expense, purchase and maintain during the License Period, such insurances as are necessary at the time of starting of operations, including but not limited to the following:
- d) Licensee's all risk insurance;

- e) Procure Comprehensive third party liability insurance including injury or death to staff of Licensee, Authority and Users who may enter the Facility/ Location and mentioned the Authority as beneficiary.
- f) Workmen's compensation insurance;
- g) Any other insurance that may be necessary to protect the Licensee, its employees and its Facility (against loss, damage or destruction at replacement value) including all Force Majeure Events that are insurable and not otherwise covered in items (a) to(c).
- h) Licensee shall, from time to time, provide to the Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained in accordance with this RFP.

Application of Insurance Proceeds

- a) All moneys received under insurance policies shall be promptly applied by the Licensee towards claims of Users, staff of Authority or Licensee who face injuries or death and repairs, renovation or restoration or substitution of the Facility or any other asset, infrastructure, etc. or and part thereof as the case may be which may have been damaged or destroyed.
- b) Licensee shall carry out such towards repairs or renovation or restoration or substitution to the extent possible in such manner that the damaged Facility/ asset/ matter after such repairs or renovation or restoration or substitution be as far as possible in the same as they were before such damage or destruction.

Validity of Insurance Cover

The Licensee shall pay the premium payable on such insurance policy (i.e) so as to keep the policy (I.e) in force and valid throughout the License Period and furnish copies of the same to the Authority. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 Days' clear notice of cancellation is provided to the Authority in writing.

v. General RFP Conditions

- a) Work Order /Award of License

Award once made cannot be cancelled or amended in normal circumstances. But in case of any emergency situations it can be amended on mutual consent in writing. Authority has the discretion to decide whether the situation is emergency situation or otherwise.

- b) The license period shall be as per the RFP summary Authority at its sole discretion reserves right to select the licensees for sections under license.
- c) Letter of Acceptance & Agreement As the first step for the assignment, Authority will issue the preferred bidder a Letter of

Acceptance. This letter will refer to the proposal and confirm its acceptance. Both the parties agree to enter into a detailed Agreement in due course which shall consist of the RFP terms and conditions and additions, if any. Authority reserves the right to incorporate such terms and conditions in the Agreement in addition to those in the RFP, which are deemed to be necessary by it. The Agreement shall constitute a contract between the Authority and the Licensee under the Indian Contracts Act, 1872.

vi. **Commencement of operations**

The licensee shall start the operations for the facility within the time limit specified in the RFP summary.

vii. **Liquidated Damages**

Upon failing to start operations for the facility within the specified time limit, licensee shall be entitled to pay liquidated damages as specified in the RFP summary.

viii. **Performance Monitoring**

The Licensee shall procure certificate of fitness and pollution under control certificate and other required licences, permissions etc. required as per laws, bye laws, rules of Government, Semi government from the competent authority. Such certificates shall be renewed on time to time basis.

The Licensee shall have to pay damages to the Authority for non-performance as specified in the RFP summary.

ix. **Tax Liability**

All the taxes to be paid by the Licensee shall be in addition to the License Fee to be paid by the Licensee. GST will be payable in addition to the License fees.

x. **Visit to the Location**

The bidders prior to submitting their bid, are expected to visit and examine the Location for the Facility and the surroundings at its own expenses, the Location being offered on an "as is where is" basis and ascertain on their own responsibility information, technical data, market study, etc. including actual condition of existing services which may or may not have to be shifted/ removed/ replaced etc. It shall be assumed that all these factors were accounted for by the bidder while quoting his bid. The bidder shall be deemed to have full knowledge of the Location, environment and climate whether he inspects it or not.

xi. **Payment and Consideration**

The Licensee is required to make payment of License fee as per the RFP in the

following manner

- a) Summary in return for the Authority granting exclusive rights as a Licensee for the Recreational facilities. The quotation required to be given shall be in the format of Price Bid only.
- b) The Licensee shall provide agreed License Fee in advance yearly at the beginning of each term after commencement of operations. The payment of License fee shall be made within 30 days of beginning of each term of operation. Any delay in payment shall carry an interest to be paid by the Licensee as mentioned in the RFP summary.

1. Within 15 days of LOA – First Year Fee = X
 2. On or before 15.04.2023 – Second Year Fee = Y (X x 1.05)
 3. On or before 15.04.2024 – Third Year Fee = Z (Y x 1.05)
- $X + Y + Z = \text{Total Bid Value}$

xii. **Jurisdiction of Courts**

The Courts at Madurai shall have the exclusive jurisdiction to try all disputes between the parties arising out of the contract.

xiii. **Arbitration**

In the event of a dispute or difference of any nature whatsoever between Licensee and Authority during the course of the License, the same will be referred to a Commissioner, Corporation of Madurai and the decision of the Commissioner, Corporation of Madurai shall be final and binding in this regard.

xiv. **Events of Default and Termination**

Event of Default means the Licensee Event of Default as the context may admit or require.

a) Licensee Event of Default

Any of the following events shall constitute an event of default by the Licensee ("Licensee Event of Default") unless such event has occurred as a result of a Force Majeure Event:

- i. Any major deviation from the proposal submitted by the Licensee that is not acceptable to the Authority shall be corrected on the Authority's Notice. Failure of the Licensee to do so shall be considered as the Event of Default on part of the Licensee.
- ii. Any representation made or warranties given by the Licensee under this License is found to be false or misleading.
- iii. The Performance Security has been encased and/or appropriated in accordance with clause and Licensee fails to replenish or provide fresh Performance Security within Cure Period often (10) days from the notice for the same.

- iv. Licensee failed to make any payment to Authority within the Period specified in this RFP or as specified by Authority.
- v. Licensee submits to Authority any statement which is false in material particulars and which has a material effect on Authority's right, obligations or interests.
- vi. Licensee suspends or abandons the operations without the prior consent of Authority, provided that the Licensee shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was as a result of Force Majeure Event and is only for the period such Force Majeure is continuing,
- vii. Any serious breach that has caused some irreparable harm to the Authority/ surrounding environment or any Third Party.
- viii. Licensee has failed to correct any damage within reasonable time given by the Authority.
- ix. Licensee repeatedly fails to carry out the activities as are mentioned in the scope of activities as per this RFP.
- x. Licensee is otherwise in Material Breach of the RFP or commits a default in complying with any of its other upgradations.

b) Termination for Licensee Event of Default

- i. Without prejudice to any other right or remedy which Authority may have in respect thereof under this RFP, upon the occurrence of a Licensee Event of Default, Authority shall, subject to upgradations of the RFP, be entitled to terminate the Contract by issuing a Termination Notice of 30 (thirty) days to the Licensee, provided that before issuing the Termination Notice, Authority shall by a notice in writing inform the Licensee of its intention to issue the Termination Notice ("Preliminary Notice"). In case the underlying breach/default is not cured within a period of seven days from the date of the Preliminary Notice, Authority shall be entitled, to terminate the Contract by issuing the Termination Notice. Provided further, that:
- ii. If the default is not cured within 7 (seven) days of the Preliminary Notice, Authority shall be entitled to Encash the Performance Security with a notice to the Licensee (Encashment Notice),
- iii. If the default is not cured within 7 (seven) days of the Encashment Notice and a fresh Performance Security is not furnished within the same period, Authority shall be entitled to issue the Termination Notice.
- iv. Upon Termination the Authority shall be entitled for any legal remedies for compensation as may be prescribed by law.
- v. Rights of Authority on Termination
- vi. Upon Termination of the License for any reason whatsoever, Authority shall have the power and authority to:

- vii. Retain possession and control of Location forthwith in the original condition
- viii. Prohibit the Licensee and any person claiming through or under the License from entering upon the Location/ dealing with or any part thereof
- ix. Appoint another party or Licensee for the License.
- x. In the event of Licensee's Event of Default, forfeit the Performance Security of the Licensee and in all other events including Force Majeure, return the Performance Security subject to its rights to receive any amount due from the Licensee.

c) Termination Payments

- i. Notwithstanding anything to the contrary contained in this RFP, upon termination of
- ii. the License, the Licensee shall not be entitled for any Termination Payment from the Authority.

d) Liability

- i. In no event Authority shall be liable to the Licensee for special or, indirect damages in connection with or arising out of the furnishing, performance or use of the services or deliverables provided by Bidder under the terms of this RFP.

xv. **Force Majeure**

Should either Party be prevented from performing any of its responsibilities by reason caused by an Act of God or any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented. Under this clause, if either party is excused performance of any obligation for a continuous period of 30 (thirty) days, the two parties shall by mutual consultation decide about the further implementation of the contract, and in the event of the non-agreement in this regard, the Authority reserves the right to terminate the Contract. However, the aforementioned reasons do not include lack of personnel and non-performance of third parties hired. The Licensee shall not be entitled to any payment from the Authority in case of Force Majeure, including termination of contract due to Force Majeure. Performance security shall, subject to the Authority's right to receive amounts, if any, due from Licensee under this contract, be duly discharged and released to the Licensee.

xvi. **Independent Licensee**

Bidder shall be deemed to be acting as an independent Licensee of Authority and shall not be deemed an agent, legal representative, joint venture, partner, employee of Authority. Neither party is authorized to bind the other to any

obligation, affirmation or commitment with respect to any other person/ entity.

xvii. **Understanding of terms**

By submitting a proposal, each Bidder shall be deemed to acknowledge that it has carefully read all parts of this RFP, including all forms, schedules and annexes hereto, and has fully informed itself as to all existing conditions and limitations.

xviii. **Conflict of Interest**

Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the bidder due to prior, current contracts, engagements, or affiliations with Authority. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

xix. **Notification of Award**

Prior to the expiration of the validity period, Authority will notify the successful bidder in writing or by fax or by email, that its proposal has been accepted. The notification of award will constitute the formation of the contract.

xx. **Failure to agree with the terms and conditions**

Failure of the successful bidder to agree with the Terms& Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the contract to the next best value Bidder or call for new proposals.

xxi. **Amendments**

This RFP, together with the terms of the RFP and the Schedules, constitute a complete and exclusive statement of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

xxii. **No Partnership**

Nothing contained in this RFP shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

xxiii. **Miscellaneous**

- a) Language: All notices required to be given under this RFP and all communications, documentation and proceedings which are in any way relevant to this RFP shall be in writing in Tamil / English language.

- b) Ownership and Protection of Property: Authority shall retain the title and ownership of any Location/ site allotted by Authority to Licensee for purposes of carrying out Licensee's obligations in relation to the License. Such title and ownership of Authority of any such Location shall not pass to Licensee.
- c) For the purpose of this RFP, the Licensee shall have rights to the use of the site as sole Licensee and protect the Facility created by Licensee subject to and in accordance with this RFP.

Formats for documents to be submitted

Annexure 1: Forwarding Letter

{On bidder's letterhead} Dated:

To,
Commissioner,
Corporation of Madurai,
Madurai-625002.

Sub: Submission of Bid for Design, development, operation & maintenance of the Eco Park, Corporation of Madurai in PPP (Design, Build, Operate, Transfer) model in the theme of an interactive animatronics park

Sir,

We are pleased to make our submission for the captioned subject RFP.

We are pleased to submit the following documents towards the same.

Envelope I: EMD and Technical bid

Envelope II: Financial Bid.

I am aware of the Authority's right to accept or reject any/all bids without giving any reason and upon rejection of bid, I shall not be entitled to any right with related to the Authority. This offer is subject to all terms and conditions contained in the RFP document. We have not made any changes either directly or indirectly in terms and conditions of the RFP. In additions to terms and conditions of this RFP, I am not given any written or oral promise from the Authority. I have thoroughly read and understood all the terms and conditions of this RFP and I promise to observe all the terms and conditions of this RFP. I have signed and stamped each and every page of this RFP document and submitted the same hereof.

Thanking You,

(Authorized Representative)

Name:

Designation:

Contact Number:

Email:

Annexure 2: Bidder Information

Bidder name and contact details
(If it is a JV, details of all members to be given separately)

Name of Bidder	
Type of Bidder (Proprietor/ Partnership Firm/ Company, etc)	
Telephone No	
Fax No	
E-mail	
Registered Office Address	
PAN:	
GSTN	
Name of all the Directors (if it is a company) Name of all partners (if it is a partnership) Name of the Proprietor (If Proprietary firm)	

(Authorized Representative)

Name:
Designation:
Contact Number:
Email:

Annexure 3: Financial Statement

{To be attested by the statutory auditor with stamp}

The audited Turnover and Net profit of M/s for last five financial years are as follows;

Year	Turnover (Rs. Lakh)
2016-2017	
2017-2018	
2018-2019	
2019-2020	
2020-2021	

The Audited Net Worth of M/s
as on current date is Rs. /- (Rs. only)

Stamped and Signed by the Statutory Auditor

Annexure 4: Statement Showing Ownership / Experience Details

S. No.	Contract Name	No.of Enclosures	Ownership/ Operation contract	Contract Start Date	Contract End Date	Supporting Document Attached (Contract document / Work order/ Completion Certificate / Ownership Documents

(Authorized Representative)

Name:

Designation:

Contact Number:

Email:

Annexure 5: Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of relevant value)

No Blacklisting Affidavit

I M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government agency / any other Government entity for blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the -(Bid submission Date).

We further confirm that we are aware that our application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated this Day of, 2022.

(Authorized Representative)

Name:

Designation:

Contact Number:

Email:

Annexure 6: Format for Power of Attorney of bidder appointing Designated Representative

(To be provided on Stamp Paper and applicable only in case the Signatory to the Bid is not directly authorized to sign the bid*)

Dated: 04.2022

To,
The Commissioner,
Madurai Corporation,
Madurai-625002.

Sir,

Tender Ref.:

<Bidder's name>here by authorizes<Designated Representative's name>to act as a representative of <Bidder's name>for the following activities:

To attend all meetings conducted Madurai Corporation, Madurai or other entities associated with the up gradation, operation, maintenance and Maintenance of all facilities as mentioned in the RFP.

To discuss, negotiate, finalize and sign any agreement and contract related to the project. Yours Faithfully,

<Signature and Name of appropriate authority of the bidder >

<Signature and Name of the Designated Representative of the bidder for acceptance of this Power of Attorney>

For
<Name of Bidder >

* If the Bid Signatory is directly authorized, Board/Partner Resolution may be Submitted.

Annexure 7: Format Bank Guarantee for Performance Security

To: [Name of Authority]
[Address of Authority]

WHEREAS

[Name and address of Licensee] (Hereinafter called "the Licensee") has undertaken, in pursuance of Agreement No. dated to execute

[Name of Agreement and brief description of Works] (Hereinafter called "the Agreement");

AND WHEREAS it has been stipulated by you in the said Agreement that the Licensee shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with Agreement; AND WHEREAS we have agreed to give Licensee such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on

be of the Licensee, up to a total of Rs.

[amount of 1

Guarantee] [amount in words] such sum being

payable in the types and proportions of currencies in which the Agreement Price is payable, and we undertake in which the Agreement Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Rs.

[amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Agreement or of the Works to be performed there under or of any of the Agreement documents which may be made between you and the Licensee 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 the date:

Signature and Seal of the guarantor:

Name of Bank:

Address:

Date:

1An amount is to be inserted by the Guarantor, representing the percentage of the Agreement Price specified in the Agreement, and denominated either in the currency of the Agreement or in a freely convertible currency acceptable to the Employer.

Annexure 8: Service Conditions

Service Conditions to be fulfilled and strictly adhered to by the Licensee with regard to Amenities during the Operation, Maintenance and Maintenance of the Facility

The below mentioned list prescribe the minimum standards to be maintained by the Licensee. Breach of such conditions shall attract penalty from the Authority commensurate with the nature of the breach. Repetitive breach despite of warning from the Authority can also result in termination of License. Additional standards may be implemented keeping in view the particular situation characteristics.

GENERAL

Obtain all the required Licenses/ approvals/ permits, etc for setting up and running the Eco Park facility as per this RFP

Comply with applicable labour laws

Should maintain the cleanliness in all the area allotted for the activity

Should take all necessary insurance required to operate the said activity and also submit the copies of the same to the Authority

The equipments used shall not be allowed to travel at a speed or in a way that causes a nuisance or damage to people or property.

Complaint / Suggestions Register to be placed and maintained at the embarking/ disembarking location

A first-aid box with standard supplies will be available in the premises.

STAFF QUALITY

Smart and clean Staff Uniforms

Staff Welfare /Facilities

Name of the Bidder :

Signature of the Authorized person Name of the Authorized Person

Annexure 9
List of Approved Banks* for the Purpose of Providing Bid
Security/Performance Security/Tender Fee

All Nationalized Banks and Scheduled banks of RBI

Annexure 10: Format for Price bid (to be filled online only)

Dated: 05.2022

To,
Commissioner,
Corporation of Madurai,
Madurai-625002.

Sub: Submission of Bid for Design, development, operation & maintenance of the Eco Park, Corporation of Madurai in PPP (Design, Build, Operate, Transfer) model in the theme of an interactive animatronics park

With respect to above mentioned subject, our price bid is as below. we have thoroughly read and understood the RFP conditions and agree to abide by the same.

S. No.	Particulars	Quoted Three Year license (till 31.03.2025) (Excluding GST)
1	Design, development, operation & maintenance of the Eco Park, Corporation of Madurai in PPP (Design, Build, Operate, Transfer) model in the theme of an interactive animatronics park – operation three years till 31 st March 2025, extendable for another 6 years in blocks of 3 years each as per the terms and conditions of the tender (Base License fee I st Year = 75,00,000 + GST IIInd Year (Ist Year + 5%) = 78,75,000 + GST IIIrd Year (IIInd Year + 5%) = 82,68,750 + GST Total Amount = 2,36,43,750 + GST	
	Amount in Words: Rupees Two Crore Thirty Six Lakhs Fourty Three Thousand Seven Hundred and Fifty Only.	

(Authorized Representative)

Name:

Designation:

Contact Number:

Email:

Instructions for the Price Bid

The highest bidder quoted above will be selected

First year license fee shall be from the date of LoA till 31.03.2023. License Fees for subsequent years shall be escalated at 5% pa.

The bidder shall make the payment of the License Fee at the beginning of every term.

All Taxes shall be paid by the Licensee in addition to the amount of the License Fee.

The bidder shall be required to visit and satisfy himself as to the location, weather conditions, likely operational costs and market potential of the location of the proposed facilities.

I/We, thereby agree to have understood all the terms and conditions as stated in the RFP document and agree to abide by the same.

(Authorized Representative)

Name:

Designation:

Contact Number:

Email:

ANNEXURE –11

Eco Park Drawing / Town Survey Map

