

**REQUEST FOR PROPOSAL (RFP)
FOR DEVELOPMENT,
OPERATIONS & MAINTAINANCE
OF KARUNA SAGAR POINT,
KASYA, KUSHINAGAR ON PPP
MODE**

CEO KSADA KUSHINAGAR



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

REQUEST FOR PROPOSAL (RFP) FOR DEVELOPMENT, OPERATIONS & MAINTAINANCE OF KARUNA SAGAR POINT, KASYA, KUSHINAGAR ON PPP MODE

Kushinagar Special Area Development Authority (KSADA) Kushinagar, invites Proposal for the following work:

Sr.	Name of work and Location	Tender Fee	EMD
	REQUEST FOR PROPOSAL (RFP) FOR DEVELOPMENT, OPERATIONS & MAINTAINANCE OF KARUNA SAGAR POINT, KASYA, KUSHINAGAR ON PPP MODE	10000/- + 18% GST =Rs. 11800/-	200000/-

Note: - This Request For Proposal (RFP) document can be downloaded at www.ksadakushinagar.in and <https://etender.up.nic.in> websites.

1	Downloading of RFP Documents	13 March 2026
2	Last date of query submission on KSADA email id kasada_kushinagar@rediffmail.com	20 March 2026
3	Last date of Online Submission	03 April 2026 at 18:00
4	Last date of Physical document Submission	05 April 2026 at 18:00
5	Date of online opening of Technical Bid	07 April 2026
6	Date of opening of Financial Bid	To be informed later
7	Right to accept or reject any or all the bids without assigning any reason is reserved for the KSADA.	



DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Kushinagar Special Area Development Authority, Kushinagar ("KSADA") or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by the KSADA to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting their Technical Bid and Financial Bid pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the KSADA in relation to the Project. Such assumptions, assessments and statements do not purport to be accurate or contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the KSADA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, especially the Project Reports, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

The KSADA, its employees and advisors make no representation or warranty and shall statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, Damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

The KSADA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The KSADA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the KSADA is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the KSADA reserves the right to reject all or any of the Bidders or Bids without assigning any



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

reason whatsoever.

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

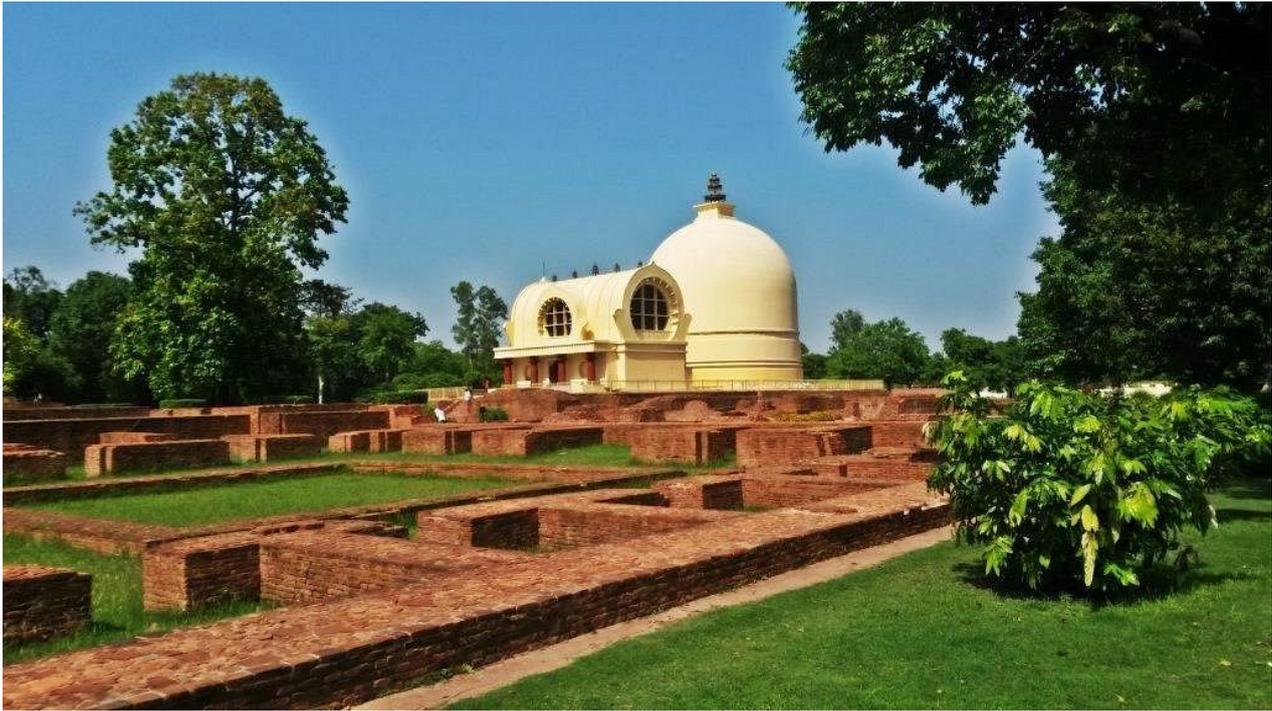


Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

ABOUT KUSHINAGAR

Kushinagar is a historic and sacred town in eastern Uttar Pradesh, near the border of Nepal. It is one of the four most important Buddhist pilgrimage sites in the world because it is the place where Gautama Buddha attained Mahaparinirvana (passed away) around 483 BCE.



Major Attractions in Kushinagar

- Mahaparinirvana Temple: Houses a 6.1-meter reclining statue of Buddha showing his final moments. One of the most visited sites by Buddhist pilgrims.
- Ramabhar Stupa: Believed to be the cremation site of Buddha.
- Matha Kuar Shrine: Contains a Buddha statue carved from a single block of stone.
- Wat Thai Temple: A beautiful Thai Buddhist temple built by Thailand.

Kushinagar is overwhelmingly famous as a major Buddhist pilgrimage site, However, beyond its dominant Buddhist identity, here are some notable things includes International Airport, Banana Fibre Products (ODOP - One District One Product), Sun Temple (Surya Mandir), Kuber Asthan, Birla Temple and some general local markets or festivals.



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

ABOUT KSADA

Kushinagar Special Area Development Authority (KSADA) is a statutory body established by the Government of Uttar Pradesh under the Uttar Pradesh Special Area Development Authorities Act, 1986 (U.P. Act No. 9 of 1986). It was formally constituted via government notifications in June 2003 (initially on 4 June 2003, with amendments on 5 June 2003) to plan, develop, and regulate the special area around Kushinagar, focusing on its unique status as a major Buddhist pilgrimage site.

The authority handles planned urban and regional development in the designated "Kushinagar Special Area." This includes preparing and implementing master plans, land use regulations, infrastructure projects, building bylaws, and promoting sustainable growth—especially to support tourism, pilgrimage infrastructure, and local needs while preserving heritage.



Supports tourism indirectly through planned development, though Major Buddhist site management often involves other bodies like the Archaeological Survey of India or UP Tourism.

The authority plays a crucial role in balancing the influx of pilgrims (from the Buddhist circuit) with controlled urban expansion, infrastructure upgrades, and environmental considerations in this historically significant but relatively small town. Recent activities appear focused on tenders and administrative updates rather than large-scale new projects visible in public domains as of early 2026.



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

PROPOSED SITE

Karuna Sagar is a sacred pond/ghat area in Kushinagar, located near the Hiranyavati River. The name “Karuna Sagar” means “Ocean of Compassion.



SCOPE OF WORK

KSADA intends to invite proposal from experienced parties for tender for request for proposal (RFP) for Development, Operations & Maintainance of Karuna Sagar point, Kasya, Kushinagar on PPP mode. Scope of Work includes:

- Development and Beautification of Karuna Sagar Point as a Café Zone/Picnic Point.
- Adequate Parking Space.
- Non-Permanent Shops/Kiosks.
- Operations & Maintenance of Karuna Sagar Point as a Café Zone/Picnic Point for 30 YEARS (15+15 Years).



ELIGIBLE BIDDERS

- a)** The Bidder may be a single entity or a group of entities (hereinafter referred to as Consortium/Joint Venture), coming together for providing the Services. The term Bidder used hereinafter would therefore apply to both a single entity and a consortium. Individual can also apply.
- b)** The detailed evaluation of the proposals received will be carried out in accordance with Tender document.
- c)** Proposals submitted by a Consortium would be bound by the following additional stipulations:
- i)** Members of the Consortium shall nominate one member as the Lead Member.
 - ii)** The proposal should contain the information sought in this document for the Lead Member and all other members;
 - iii)** In case of Joint Venture (JV)/ Consortium, the lead member shall hold equity of not less than 51% for a period of three years from the date of Letter of Intent (LOI). The firm who has submitted the "Proposal Document" must be the lead member of J.V./Consortium.
- d)** The share holding pattern of Joint Venture can be changed after three years of operation and the consent of the licensor provided that the lead member should hold minimum 51% of the shareholding of JV till end of the license period.



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

BID SELECTION CRITERIA

TECHNICAL CRITERIA

It is upto the bidder to propose the activities as per the site conditions, land-use, building bylaws, NGT, Wetland guidelines, as well as Pollution control guidelines. Within the limit of all the guidelines of the State and Central government cumulative proposals are to be submitted. With proposed design submission the bidders will also submit an estimate for the proposed development for both the sites.

KSADA will assess the technical soundness of the proposal and will give marks on its technical soundness in view of proposal's compatibility with NGT and wetland guidelines and directives, proposed construction techniques as well as its financial/business soundness and public utility.

The Marks will be divided as below;

Proposed construction technique and its environmental friendliness as per green quotient for proposed construction.	Max. 30 Marks
Proposed Design narrative and its effectiveness as per Public utility without increasing the existing problems, infact solving them thoroughly.	Max. 30 Marks
Proposed Investment amount on development of both the sites	Max. 20 Marks
Past experience criteria	Max. 20 Marks
TOTAL MARKS	100 Marks

NOTE: Bidder obtaining Minimum 70 Marks will be qualified for technical opening of the bid but weightage of marks obtained in technical criteria will be used in final election criteria.



FINANCIAL CRITERIA

Once the bidder qualifies the technical criteria by obtaining minimum 70 marks. Financial bid will be assessed on monthly rent proposed by the bidder.

The Bidder proposing highest rent per month will be awarded 100 Marks, other bidders will be given marks according to the below formula.

If A is Maximum Monthly rent earned by KSADA through maximum proposed monthly rent by bidder (X) in a financial year.

And if B is the Monthly proposed by another bidder (Y) lesser than Maximum rent i.e. A in a financial year.

Marks of Y = (B divided by A) multiplied by (maximum marks), rounding to zero decimal places but starting from 99.

It is expressly clarified that:

- 1.** Rent to be paid to KSADA will be computed on monthly basis to be paid monthly as per agreed rate.
- 2.** In case of any dispute, discrepancy ambiguity, doubts or otherwise, relating to the computation and /or meaning of rent, the decision of the Licensor, at its sole discretion, shall be final.
- 3.** No separate fees except rent and GST shall be separately levied on licensee.
- 4.** Licensee has the option of outsourcing/ subcontracting/ subletting the services without allowing any deviation from project specifications and agreed terms & conditions, with prior consent from KSADA.



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

FINAL SELECTION OF THE BIDDER

Both Marks obtained in the Technical criteria and financial criteria will be used for selection of bidder using following formula.

H = (70% of marks obtained in Technical)+(30% of marks obtained in financial)

where H = Highest marks obtained by a bidder.

The Bidder getting highest marks will be selected for Request for Proposal (RFP) For Development, Operations & Maintenance of Karuna Sagar Point, Kasya, Kushinagar on PPP Mode



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

GENERAL CONDITIONS

Definitions and General Notes

The words and expressions beginning with capital letters and defined in this RFP shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1. “Applicable Laws” means all laws which are applicable to the Project and / or the Licensee extending to the state of Uttar Pradesh, having been enacted or brought into force by Government of India or state of Uttar Pradesh including regulations and rules made thereunder, and judgments, decrees, injunctions, writs and orders of any Court of Record, as may be in force and effect during the subsistence of this RFP.
2. “Applicable Permits” or “Approvals” means, means all clearances, licences, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the implementation of the Project during the subsistence of this Project.
3. “Authority” means Kushinagar Special Area Development Authority (KSADA)
4. “Bid” or “Proposal” means the Operator’s quoted Financial Proposal and Technical Proposal for the Project, including the Operator’s Proposal, submitted to the Authority and as accepted by the Authority.
5. “Competent Authority” or “Government Instrumentality” means any agency, authority, department, ministry, public or statutory person of the Uttar Pradesh or Government of India, or any local authority, or any other sub division thereof with authority over aspects of implementation of the Project having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this RFP.
6. “Day” means calendar day, “Month” means 30 (thirty) days and “Year” means 365 days.
7. “KSADA” means Kushinagar Special Area Development Authority.
8. “Earnest Money Deposit (EMD)” or “Bid Security” or “Proposal Security” means the security provided by the Selected Bidder to the Authority along with the Bid/Proposal in the sum of INR (Rupees) in accordance with the Instructions to Bidders (ITB).



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

9. “Encumbrances” mean any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security, interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances or encroachments on the Facility where applicable herein.
10. “Financial Offer” means the undertaking, the prospective Bidder has to give in Annexure-VI
11. “License” means an authorization by the “Licensor” to the Licensee”.
12. “Rent” means monthly a fixed amount of money that licensee will pay to the licensee.
13. “License Period” means the period for which this permission is granted.
14. “Licensor” means “Kushinagar Special Area Development Authority, Kushinagar”.
15. “Licensee” means the successful bidder to whom the license is granted by the licensor on the terms and conditions outlined in the Tender Document.
16. “RFP” means the Request for Proposal document issued by the Authority. The terms "RFP" and "Request for Proposal" are synonymous with "Tender Documents" and "Bidding Documents".
17. “Selected Bidder” means the shortlisted bidder after evaluation as per RFP, to whom Letter of Award is issued by KSADA.
18. “Sub-license” allied Facilities like Kitchen, restaurant, Bar, and other services outsource the other operator.
19. “Sublet” to allow someone to rent all or part of a Licensed Area that allotted to Licensee.
20. “Tax” means any tax, duty, levy, charge whatsoever charged, imposed or levied under Applicable Laws. Here, for this Project, the Concessionaire shall, at its own cost, pay all applicable existing and future taxes/ charges/ fees/ levies including, service tax, stamp duty, registration charges and any other charges payable/ leviable in respect of the said Project.
21. “Termination Date” means the date on which this License terminates by efflux of time or by issuance of a Termination Notice.
22. “Termination Notice” means the communication issued in accordance with this License by a Party to the other Party for terminating the License Agreement.
23. “Third Party” means any Person, real or judicial, or entity other than the Parties to this License Agreement.
24. “Licensed Area” means the area within which licensed activity takes place.



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

Grant of License

License will be granted to the successful Bidder in consideration of payment to KSADA as accepted by the Bidder (Licensee) in Undertaking placed at Annexure-VI. License shall be granted at the cost, charges and expenses of the Licensee for Floating Restaurant.

Licensee's Obligations under the License

The licensee's obligations shall be as under:-

- a) To accept License on the terms and condition contained herein;
- b) To save and except as otherwise provided in these conditions, accept all risks in respect of the "License".
- c) To save as expressly provided herein, not to assign the license in favour of any third party.
- d) To finance, operate and manage the waterbody, park and other infrastructure as per the tender document.
- e) Obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance with thereof at all times for execution of its obligations.
- f) To comply with, observe and perform all the duties, obligations, and responsibilities, liabilities, which are required to be complied with, observed and performed under these conditions.
- g) Strictly adhere to the routes and time period of Facility operation as decided with consultation of the Authority.
- h) To make regular payment of revenue share at the intervals stated by the Authority. To make payments of KSADA for the services rendered and/or stated in the tender as per the applicable Scale of Rates and Rules and Regulations in force from time to time.
- i) Take insurance as per the applicable condition in the RFP and maintain the same all time during the License Period.
- j) Develop, implement and administer a Safety Program for the purpose of this License and the users thereof and the personnel engaged in the provision of any services including correction of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

- k) The floating boats in the waterbody to be duly certified by competent authority for the purpose of navigation, safety equipment's, certification of passenger carrying capacity, etc
- l) The floating vessels if any used in waterbody shall be registered with competent authority.
- m) The Play equipment shall be duly certified by highest safety standards.
- n) Conduct Safety audit of the Play equipment every year through an independent auditor certified in assessment of all the play equipment, boats, structure etc. And submit their reports to KSADA on yearly basis.
- o) Undertake regular maintenance, routine maintenance and preventive maintenance of Facility
- p) The expenses for water, electricity, etc. shall be arranged and borne by the Licensee.
- q) Designate and appoint suitably qualified officers/ representatives as it may deem appropriate to supervise the implementation of its obligations under this RFP and to deal with the Authority or its representative and to be responsible for all necessary exchange of information required pursuant to this RFP.
- r) The Licensee or its representative shall not carry out any casino / gambling / illegal/ unauthorized activities at the licensed facility premises.
- s) The Licensee or its representative shall not serve any form of alcoholic drink at the licensed facility premises.
- t) To peacefully handover the licensed area in good condition to KSADA on expiry of license period in accordance with the provision of these conditions.

Licensor's Obligations under the license:

- a) Provide the Licensee access [Right Of Way] to the Location and permit the Licensee to execute its activities and obligations as per this License.
- b) Provision and maintenance of the facilities offered in the License.
- c) In case of any tender co-existing, after expiry of existing tender, give complete right to bidder to operate all such activities as proposed and sanctioned by KSADA.

License Period:

The license shall be granted for a period of 30 YEARS (15+15 Years) from the rent start month (Extendable by maximum 5 more years 1 year at a time) on monthly rental basis and as detailed under various sections of this tender document.



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

Premises for use of Licensee:

The bare space/ waterbody / Land will be made available to Licensee on "AS IS WHERE IS BASIS". The licensee shall at his own cost, charges and expenses may do modifications with the prior approval of KSADA/ applicable authority.

Use of License:

The License shall not be put to any purpose other than for operating activities as as stated in the Tender document and as well as final approved proposal submitted to KSADA.

The Ownership of the area permitted:

The ownership of premises shall always and at all times vest and deemed to vest in the government.

Safety and Security Requirements:

The Licensee shall during the subsistence of the License:

- a) Undertake all such safety precautions with all required approvals from the applicable authorities as per best industry practices that are incidental to the activities in accordance with the License
- b) Ensure safety requirements of all the public and staff through provision of life jackets, fire-fighting and other necessary safety equipment.
- c) Adequate rescue arrangement shall be made available in full readiness at all times during the operation of the Facility to evacuate all the users in the facilities in a timely manner.
- d) The Licensee shall ensure complete safety to theProperty and users of licensed properties in all respect.
- e) Ensure all the provision of NGT and Wetland and rules made there under are adhered.
- f) The Licensee needs to conduct Safety audit of the all the equipments, premises, Boats every year through an independent auditor certified in assessment of such safety Audits as per prevailing safety standards and submit the audit report to the authority within 15 days.
- g) Comply with the effluent and emission limits as per the standards set by respective government authorities
- h) Make good any damage/ destruction caused to the facilities due to direct/ indirect neglect of the Licensee.



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

Engagement of Labour and Staff:

The Licensee will be free to operate the facilities with its own or contractors' workers.

Environmental and other Statutory Clearances:

The Licensee will be required to obtain all approval and clearances from KSADA, State Pollution Control Board, FSSI, etc. and any other statutory clearance required from various departments under the various Acts and Rules in force at his own cost for the specific activities requiring such permission and shall be responsible to those Statutory Bodies without any liability on KSADA whatsoever.

Security:

The Licensee can deploy his own security at the licensed premises.

Access to Licensor's Representative for Inspection:

At all times the Licensee shall allow full access to the authorized representative of licensor to inspect the licensed area.

Obligation to obtain all statutory Clearances, Permissions:

The Licensee shall at its own cost obtain and maintain valid all statutory clearances and permissions as may be required by laws for operating any activity as per law. However, the Tender Inviting Authority may facilitate without any obligation for all necessary permissions and clearances to be obtained by the licensee within the stipulated period of time.

Failure to pay dues of the KSADA:

Delay or failure on the part of the Licensee to make payments to the KSADA as per the accepted offer shall render the Licensee for payment of simple penal interest on the amounts due at the rate of SBI PLR + 2 % per annum.

Taxes, Levies etc

The Licensee shall meet all legal and financial obligations and shall pay all lawful taxes, assessments or charges which may be levied by the tax assessment levying agencies, including corporate tax or any other taxes or charges levied from time to time by any Government authority. Effect of any "Change in Law" The enactment of any new Indian law, The repeal, modification or re-enactment of any existing Indian law, Any change in the rate of any Tax should be liability of Licensee.



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

Labour Regulations:

The Licensee shall comply with the requirements of all the statutes, bye laws, rules and regulations in respect of its workmen and employees as may be applicable from time to time.

Insurance etc.:

The Licensee shall take out all necessary insurance covers as required by the law and ensure that these are valid throughout the Licensed Period. The Licensee shall indemnify and protect and hold the Tender Inviting Authority/ KSADA harmless from and against all suits, actions, claims, demands, damages, losses, expenses and any other kind of descriptions to which Licensee may be subjected by the reason of injury to the person or property during the use of the licensed area by the Licensee. If during the License period any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Licensee and KSADA shall not be liable for any such claims.

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 activity, including but not limited to the following:

- a) Licensee's all risk insurance;
- b) 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.
- c) Workmen's compensation insurance;
- d) 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).

The Licensee shall provide to the Authority copies of all insurance policies (or certifications or other satisfactory evidence of insurance) obtained in accordance with this RFP. The Licensee shall pay the premium payable on such insurance policy (ies) so as to keep the policy (ies) in force and valid throughout the License Period.

No Nuisance/ Annoyance to Others:

The Licensee shall not indulge or allow anybody else to indulge in anything, which may be or become or occur to be danger, nuisance or annoyance to any other agency/ owners in the vicinity of the licensed area.



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

Liability to the person at the area permitted for ship and / or at the Ship: KSADA shall not be liable to the Licensee's employees, patrons, customers, visitors or any person(s) or any damages to the person(s) or property caused by any act of omission negligence, or for non-compliance with any statutory requirement of the Union, State Government by the Licensee or its agents, employees, assigns.

The Licensee shall indemnify and keep KSADA harmless against all claims throughout the License Period.

Default:

The following shall constitute the event of default by the Licensee: -

- a) if at any time, any payments, assignments, charges, lien or damage herein specified to be paid by the Licensee shall remain in arrears and unpaid for a period of 60 days, or
- b) if Licensee is adjudicated to be as bankrupt or become insolvent.
- c) change in control of the Licensee arising from sale, assignment, transfer or other disposition of capital stock in the Licensee; or
- d) if the Licensee through any of its employees, by taking advantage of their free access to the Licensed Premises, engage in or knowingly take part or fail to take action to prevent the commission of any illegal activities at the Licensed Premises; or
- e) If the Licensee shall do any act or thing thereby causing harm to the said licensed area; or its interests, the Licensee's allotted area therein shall be distrained, attached, seized.
- f) If the Licensee operates any casino or carries out any gambling / illegal/ unauthorized activities at the Floating Restaurant / Licensed facility premises;

In the event of default, the Licensee shall be informed in writing by the KSADA of any alleged violation the Licensee may have committed; giving the Licensee a period of 30 days from the date of receipt of such written communication to clarify, explain or commence to rectify such default. Thereafter, the Tender Inviting authority may in the event of such clarification, explanation or rectification, not being found satisfactory proceed to take necessary action to suspend, cancel or terminate the License;

Upon termination of license, the licensee shall handover vacant and peaceful possession of the licensed area after removal of the construction, equipment, fixtures, furniture, passenger/ cruise operation material etc. to the Licensor failing which the Licensor shall take possession of the area including arrears which may have accrued upto the date of



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

handing over of possession of the area to the Licensor with due process of law and forfeit the Scrutiny Deposit.

Termination of License:

The License is awarded by the Tender Inviting Authority to the Licensee upon the conditions that the Licensee shall observe each and every term and condition of the License. In case of violation of any of such conditions by the Licensee, the Licensor shall terminate the License after giving 30 Days' notice.

No Compensation on Expiry of License period:

No compensation whatsoever shall be payable by the Tender Inviting Authority to the Licensee on expiry of the License Period.

Cumulative Remedies:

The exercise of right by either Party to terminate this Agreement, as provided herein, shall not preclude either Party from availing or exhausting any other remedies that may be available to it under law. All remedies available to either parties, shall cumulative and the exercise of, or failure to exercise, one or more remedies by either Party shall not limit or preclude the exercise of, or constitute a waiver of, other remedies by either Party.

In the event of dispute between the parties after acceptance of award of contract, efforts will be made to settle the issue mutually, failing which matter will be referred to arbitration under Arbitration and Conciliation Act, 1996, as per Annexure VIII.

Law:

License shall be subject to all the prevailing laws of India and state of Uttar Pradesh. The licensee shall abide by all the prevalent laws and regulations and fulfill all statutory obligations without any liability to KSADA.

Security Deposit:

The submitted EMD of the successful bidder will be kept as a security deposit and will be returned without interest to the bidder after License period and/or handing over possession of the area to the Licensor after deduction of sums, if any that may have become due and payable in respect thereof.

Amendment:

The conditions of License may be amended only with written mutual agreement between the Licensee and the Licensor.



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

Illegality:

If for any reason whatsoever any provision and condition is held to be void, illegal or invalid under present or future laws or regulations effective and applicable during the License Period, such provision shall be fully separable and this License shall be construed as if such void or illegal or invalid provision and ever comprised part of the License shall remain in full force and shall not be affected by such illegal or invalid provision had ever comprised part of the License conditions and the remaining provision of the License shall remain in full force and effect and shall not be affected by the such illegal or invalid provision or by its severance from this Agreement.

Peaceful possession of Area on Expiry of License period or on termination of License:

The Licensee shall remove the constructions, equipment, boats etc. on the expiry of license period or on termination of the license at his own cost and handover peaceful possession of the licensed property.

Renewal of License period:

The License period can be extendable for further five more years one year at a time.

The Exit Clause for the Licensee:

The Licensee will have an option to exit with a notice period of six months and forfeiture of the EMD -

Advertisement Rights:

The Licensee shall have the rights or equivalent to provide advertisements on the Premises as he may deem fit subject to the following condition

1. The dimension, design, colour, location, characteristics, etc. of the advertisement elements shall be approved by the Authority in advance initially and for all significant changes before such rights can be exercised.
2. Any violation from approved design or from the following conditions may be rectified by the Licensee immediately on being given notice by the Authority. Any violation further shall attract damages as per the RFP.
3. The advertisement rights and optional rights can be revoked by authority. If it is found violating any of the conditions of the agreement.
 - i. All National/ State local level rules and norms in terms of products, themes, content and mode of display would continue to apply.



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

- ii. The content of the advertisement shall maintain standards of decency and uphold public morals. The Authority shall reserve the right to prohibit any advertisement in which it finds having objectionable content.
- iii. Materials used in advertisement device shall be non-polluting, fire resistant and injury proof.
- iv. It shall not be a threat to the safety and security of the surrounding environment and/ or the visitors.
- v. No advertisement shall be displayed for banned products and services, any banned advertisements, having indecent representation of women, violence and racial abuse.
- vi. Any such advertisement as considered improper for a public place by the Authority.

Start of rent:

The Licensee must finish all the necessary constructions within 6 months from the date of the work order after the expiry of the period monthly rent will commence.



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

ANNEXURE-I: UNDERTAKING BY THE BIDDER

(Should be submitted in the firm's/Lead firm's letter head)

To

The Secretary, Kushinagar Special Area Development Authority

Sub: *Tender for Request for Proposal (RFP) For Development, Operations & Maintenance of Karuna Sagar Point, Kasya, Kushinagar on PPP Mode*

I/We, have gone through the tender document carefully & hereby confirm as under:

The complete tender set i.e. Technical cover sealed as described in clause No. 2.14 and is submitted as per clause no. 2.15 of tender and the same is WITHOUT any defacement, addition or alteration as prescribed and with all the relevant Appendices and Proforma duly filled in. I/We have submitted our tender with requisite Earnest Money Deposit lodged and accept the validity period as described in the Clause No. 1.9 of RFP. I/We have not indicated anywhere in the first cover, the amount of our price bid. I/We have not made any counter stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and as such offer will not be evaluated and considered at all by you. I/We hereby declare that, all information furnished by me/us with this tender is true to best of my /our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I /We agree that, my/our tender shall be summarily rejected without prejudice to the right of the Executive Engineer, KSADA Kushinagar to take further action into the matter. I/We have not made any payment or illegal gratification to any person/authority connected with the bid process so as influence the bid process and have not committed any offence under the Prevention of Corruption Act 1988 in connection with the bid.

Witness Signature :

Name:

Designation:

Address:

Tel. No. :

Date:-

Tenderer's Signature:

Name:

Designation:

Address:

Tel. No. :

Date:-



ANNEXURE-II: PERFORMANCE STANDARDS

Performance Standards to be fulfilled and strictly adhered to by the Licensee with regard to Amenities during the Operation, Maintenance and Management of the Facility. The below mentioned list prescribe the minimum standards to be maintained by the Licensee. Breach of such standards shall attract penalty from the Authority commensurate with the nature of the breach. Repetitive breach in spite 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

1. Any facility/amenity provided should take care not to pollute the water or the surrounding premises of the designated location.
2. Obtain all the required Licenses/ approvals/ permits, etc for setting up and running the proposed facilities as per this RFP.
3. Comply with applicable labor laws.
4. The boats used shall not be allowed to travel at a speed or in a way that causes a nuisance or damage to people or other ships, or causes damage or erosion.
5. Complaint/Suggestions Register to be placed and maintained at the premises.
6. Proper Signage shall be provided at all prominent locations and the carrying capacity of the boats shall have to be clearly displayed so that it is noticeable by the public as well as regulatory agencies.
7. The Life Jackets will be available in sufficient numbers on the boats as well as nearby land.
8. A first-aid box with standard supplies will be available at an easily accessible location.
9. All the play equipments shall be safety specified by required authority and safety audit report to be submitted yearly.



EFFLUENT TREATMENT AND DISPOSAL

All the effluent shall be disposed off from the premise and there shall be no contamination or stagnancy of any form of effluent at the site.

THROWING OF GARBAGE

The bidder has to ensure at all times that there is no discharge of any of the following garbage by either the visitor or his workers/ staff:

Plastics: includes plastic bags, cups

Floating drainage, lining and packing materials

- Food waste, paper, rags, glass, metal, bottles, crockery, and similar refuse
- Comminute or ground food waste, paper, rags, glass, etc.

SAFETY REQUIREMENTS

10. Well trained staff/ workers

11. Adequate First Aid kits at the Facility

12. Adequate number of throwable devices that can be made available immediately shall be maintained

13. Adequate fire-fighting equipment including fire-extinguishers in working condition shall be available at all times at the Facility. The Facility shall be in compliance with all applicable fire-fighting norms of the state govt.

14. Conduct Safety audit of all the structure/equipments/boats/installations from an independent auditor certified in assessment as per various codes and submit the audit report to the authority within 15 days.

15. To follow all the safety norms as per the Best Industry Standards and safe practices.

STAFF QUALITY

16. Smart and clean Staff Uniforms

17. Staff Welfare / Facilities

ECO FRIENDLY PRACTICES

Pollution Control Measures as prescribed by the state Pollution Control Board pollution, noise pollution, etc.



For pollution, garbage disposal, sewage disposal etc. the Project proponent have to follow the best international practices under various Indian Acts including on air pollution and water pollution.

WASTE MANAGEMENT

For pollution, garbage disposal, sewage disposal etc. the Project proponent have to follow the best international practices under various Indian Acts including on air pollution and water pollution.

UNALLOWABLE PRACTICES

- To operate any casino / gambling / illegal/ serving liquor or any unauthorized activities at the Licensed facility premises
- To operate the boat in a careless or reckless manner.
- To operate the boat in such a manner that is it obstructs or tends to obstruct ordinary navigation.
- To operate the boat outside the area or time limit allotted for the same or outside the permissible limits as set by the Authority.
- To deposit or leave refuse in or upon the waters of the state or at public access areas.



ANNEXURE-III : DATASHEET

Constitution of Firm :

Nature of the firm (state whether Ltd. company, Partnership/Associates or Firm or Sole Proprietor), if Partnership, attach Photo Copies of Partnership deed.:

Year of Establishment:

Registration No., if any :

GSTIN no. of firm/leading firm:

Telegraphic address, if any :

Registered Postal Address :

Telephone No (s), if any :

Mobile no:

Address of Branches, if any:

Name of the Directors in case of company/Associate:

Name of the Partners in case of Partnership Firm:

Name of the Proprietor (Please indicate address of each Director, partner, Proprietor as the case may be with telephone No. if any):

Name of the Chairman in case of Co- Operative Society.:

Permanent Income Tax No.:

Annual Turnover of Last three Financial Years for which experienced is claimed.: 2019-

20

2020-21

2021-22

Other documents in support of minimum experience for 3 preceding years in support of the minimum qualifying criteria should be submitted.:

Name of the Bankers and Branch With full address. Type of

Bank Account & Account No NEFT/MICR details:

Name (s) of person (s) operating the Account.:

We do hereby certify that the information as provided above is correct and true in all respects.

SIGNED BY

NAME & ADDRESS

Date:

STAMP:



ANNEXURE-IV

COMPLETE PROJECT PRESENTATION AND DESIGN, COMPLIANCE
INCLUDING PROJECT ESTIMATE AND FEATURES
TO BE SUBMITTED BY BIDDER IN APPROPRIATE FORMAT AS SUITED



ANNEXURE-V: PREAMBLE TO TENDER

TENDER FOR Request for Proposal (RFP) For Development, Operations & Maintenance of Karuna Sagar Point, Kasya, Kushinagar on PPP Mode" ON LICENSE BASIS FOR 30 YEARS.

- I/We, have carefully read and noted all the Instructions and Conditions of Tender in connection with **Request for Proposal (RFP) For Development, Operations & Maintenance of Karuna Sagar Point, Kasya, Kushinagar on PPP Mode** for 30 YEARS (15+15 Years) and agree to abide by all the terms and conditions stipulated / in accordance with the Tender Document.
- I/We also know that KSADA reserves the right to cancel the license after giving reasonable opportunities of representation from bidder .
- I/We have understood that the License period is for 30 YEARS (15+15 Years) from the date of intimation of acceptance of offer and shall not be extendable further under this contract.
- I/We undertake that facilities erected at the allotted areas will be of temporary nature and will be used by us during the license period. The same shall be removed within 30 days after expiry date of license period.
- I/We undertake that I/We shall restrict the activities strictly within the area allotted and use the area for the purpose for which permission is granted. Further I/We shall comply with, observe and perform all the duties, obligations, responsibilities, liabilities, which are required to be complied with, including all risks in respect of license under these conditions during license period.
- I/We know that the all NOCs at the proposed premise will be at the cost, charges and expenses of ours and I/we will obtain the necessary permission from requisit authorities, govt. Bodies and safety bodies.
- I/We know that, as per clause No. 3.22 of General Conditions of License in the



कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

event of default / violation as per the license informed in writing by the Tender Inviting Authority, I/We may have committed, the KSADA may in such event / default suspend, cancel or terminate the License. Upon termination of license, the Tender Inviting Authority shall have right to bring suit/s for and collect all due payments of obligations which may have accrued up to the time of such termination and forfeit the EMD and the license fee for the remaining period paid in advance.

Authorized Signatory

Date



ANNEXURE-VI: FINANCIAL OFFER FORMAT

I UNDERTAKE TO PAY FOLLOWING RENT TO THE KSADA LTD Request for Proposal (RFP) For Development, Operations & Maintenance of Karuna Sagar Point, Kasya, Kushinagar on PPP Mode ON LICENSE BASIS FOR 30 YEARS.

There will be 5% increment in rent from the previous year rent.

Sr.	Name	Rent per Annum (Minimum Base Price is 5 lakh per annum)
1	Development, Operations & Maintenance of Karuna Sagar Point, Kasya, Kushinagar on PPP Mode	

SIGNATURE OF

BIDDER :- DATE:-



ANNEXURE-VII: FORMAT IN CASE OF JOINT VENTURE AGREEMENT

(MEMORANDUM OF UNDERSTANDING)

Know all men by these presents that we,-----

and -----(persons and companies name)

and -----(persons and companies name)

(herein after collectively referred to "the consortium I Joint venture") for execution of Tender.

Whereas Kushinagar Special Area Development Authority, Kushinagar (hereinafter referred to as "KSADA") has invited tenders from the interested parties for-----
----- (hereinafter referred to as "the contract"). Whereas the members of the consortium / joint venture are interested in bidding of the work of- ----
----- in accordance with the terms and conditions of the tender.

This Joint Venture agreement is executed to undertake the work and role and responsibility of the firms are----- (role and responsibilities of each firm for administrative arrangement for management and execution of contract) and----- (name of the person) of (name of the firm) and

----- (name of the person) and----- (name of the firm) and
----- (name of the person) and----- (name of the firm) are the authorized representative of respective firms.

As whereas it is necessary under the tender conditions for the member of the consortium / joint venture to appoint and authorize one of them as Lead firm to do all acts, deeds and things in connection with the aforesaid tender.

We hereby nominate and authorize ----- as our constituted



कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

attorney in our name and on our behalf of do or execute all or any of the acts or things in connection with the execution of the Tender No:-----

and thereafter to do all facts, deeds and things on our behalf and thereafter till the satisfactory completion of work. And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and conform all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given.

In witness hereof we have signed this deed on this the day of

SIGNED, SEALED & DELIVERED

By the with named through it duly constituted attorneys in the presence of

In witness hereof we have signed this deed on this the day of

SIGNED, SEALED & DELIVERED

By the with named through it duly constituted attorneys in the presence of



Kushinagar Special Area Development Authority

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ANNEXURE-VIII: DISPUTE RESOLUTION

Amicable Settlement

If any dispute or difference or claims of any kind arises between the Concessing Authority and the Concessionaire in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities of any Party under this Agreement, whether before or after the termination of this Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

Assistance of Expert

The Parties may, in appropriate cases agree to refer the matter to an Expert appointed by them with mutual consent. The cost of obtaining the service of the Expert shall be shared equally.

Arbitration

(a) Arbitrators

Failing amicable settlement and/or settlement with the assistance of Expert appointed by the Parties by mutual consent, the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. Unless the Parties mutually agree otherwise, within 30 (thirty) Days of invocation of the arbitration as mentioned below, the rules of arbitration prescribed by the International Centre for Alternative Dispute Resolution, New Delhi shall apply to the arbitration. The arbitration shall be conducted by a sole arbitrator to be appointed by the VC, KSADA.

(b) Place of Arbitration

The place of arbitration shall be the KSADA office.



Kushinagar Special Area Development Authority

कुशीनगर विशेष क्षेत्र विकास प्राधिकरण

(c) English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and Hindi and, if oral hearings take place, Hindi and English shall be the language to be used in the hearings.

(d) Procedure

The procedure to be followed within the arbitration, including appointment of arbitrator, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996

(e) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any court having jurisdiction thereof.

(f) Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be borne and paid by Licensee subject to determination by the arbitrator. The arbitrator may provide in the arbitral award for the reimbursement to the successful party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the Party.

(g) Performance during Arbitration

Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published, the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.