

Lucknow Development Authority Vipin Khand, Gomti Nagar, Lucknow

# **REQUEST FOR PROPOSAL**

# LUCKNOW DEVELOPMENT AUTHORITY

# **ON THE BEHALF OF SMARAK SAMITI**

for

# **ENGAGEMENT OF MANAGER**

# for

# **DEVELOPMENT AND OPERATION**

of

# FOOD PARLOURS AND ON-STREET FOOD VENDING

at

# **CHATORI GALI**

# between

# SAMTAMULAK CHAURAHA & PRATEEK STHAL GOMTI NAGAR, LUCKNOW

December 2017

**GREEN LUCKNOW** 

CLEAN LUCKNOW

SAFE LUCKNOW

#### DISCLAIMER

- I. This request for proposal (RFP Document) for Licensing of Food Parlours and On-Street Food Vending Spaces at Chatori Gali between Samtamulak Chauraha & Prateek Sthal Gomti Nagar, Lucknow contains brief information about the Food Parlours and On-Street Food Vending Spaces, Qualification Requirements and the Selection process for the successful bidder. The purpose of the RFP document is to provide bidders with information to assist the formulation of their bid application (the Bid).
- II. The information (Information) contained in this RFP Document provided to interested parties (the Bidder(s)), in writing by Lucknow Development Authority (LDA) on behalf of Smarkon, Sangrahalayon, Sansthaon, Parkon Va Upvano Aadi ki Prabandhan, Suraksha Avam Anurakshan Samiti (Smarak Samiti), is provided to Bidder(s) on the terms and conditions set out in the RFP Documents and any other terms and conditions subject to which such information is provided.
- III. This RFP Document does not purport to contain all the information that each Bidder may require. This RFP Document has been prepared with a view to provide the relevant information about the Food Parlours and On-Street Food Vending Spaces at Chatori Gali between Samtamulak Chauraha & Prateek Sthal Gomti Nagar, Lucknow available with LDA/Smarak Samiti. LDA/Smarak Samiti advises each Bidder to conduct its own investigations and analysis and satisfy itself of the accuracy, reliability and completeness of the information in this RFP Document and to obtain independent advice from appropriate sources. LDA/Smarak Samiti, its employees and advisors make no representation or warranty and shall not be liable in any manner whatsoever to the accuracy; reliability or completeness of the information provided in this RFP Document.
- IV. Intimation of discrepancies in the RFP Document, if any, may be given, by the Bidders, to the office of the LDA/Smarak Samiti immediately by the Bidders. If LDA/Smarak Samiti receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the RFP document.
- V. Any character or requirement for the Food Parlours and On-Street Food Vending Spaces, which may be deemed to be necessary by the Bidder should be independently established and verified by the Bidder.
- VI. This RFP Document is not an agreement, offer or invitation by LDA/Smarak Samiti to any other party. The terms for development of Food Parlours and On-Street Food Vending Spaces and the right of the successful Bidder, shall be as set out in separate agreements executed between LDA/Smarak Samiti and the successful Bidder broadly in the format setout herein.
- VII. LDA/Smarak Samiti reserves the right to accept or reject any or all Bids without giving any reasons thereof. LDA/Smarak Samiti shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this RFP Document.
- VIII. LDA/Smarak Samiti reserves the rights to cancel the entire bidding process without assigning any reasons and to recall again at its discretion with same terms or otherwise and parties offered proposal is not entitled any sort of claims in this regard.

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#### 1. INTRODUCTION

#### LUCKNOW

Lucknow is the capital of India's most populous state, Uttar Pradesh and is situated about 500 km southeast of New Delhi in the heart of the state. The city lies at an average altitude of 110 meters above mean sea level and generally slopes to the east. Lateral slopes are towards the River Gomti, which flows from north-west to south-east through the heart of the city, dividing it into the Trans-Gomti and Cis- Gomti regions. The position of the City as the only large urban centre amidst a number of small towns in the surrounding districts makes it an attractive destination for job seekers and people in need of education and health facilities. Lucknow is known for its cultural heritage. Some of the well-known historical buildings, which occupy a pride of place, include the Residency, Bara Imambara, Rumi Darwaza, Husainabad Imambara, the Picture Gallery, Sikandar bagh, Dilkusha Palace, Kaiserbagh Palace, the Hussainabad Clock Tower etc. Area of Lucknow city is 337.5 Sq. Km. The present population is around 35 lakhs. It is well connected by air and rail connectivity is also very good with all the major railway stations in India.

Today, Lucknow is among the top ten fastest growing non-metropolitan cities of India. The City is witnessing an economic boom. The presence of Government departments and several public sector undertakings provide lot of employment opportunities in that area. Lucknow Development Authority has a very optimistic plan for developing the infrastructures for the City's further economic growth and tap the City's potential to take it to a next higher level. In last few years, the City has witnessed few drastic changes which are indicators of its development and potentiality of the City for further development.

Lucknow was ranked "India's 2<sup>nd</sup> Happiest City" in a survey conducted by IMRB International and LG Corporation last year, after only Chandigarh City. It fared better than other metropolitan cities in India including New Delhi, Bangalore and Chennai. Lucknow was found to be better than other cities in areas such as food, transit and overall citizen satisfaction.

In view of the above, the City is in need of enhanced evening public spaces facilities with varied entertainment events and that to capitalize on what the city's famous food brands can offer, Food Parlours and On-Street Food Vending shall be operated.

#### 1.1 Lucknow Development Authority

Lucknow Development Authority (referred to as **LDA/Authority**) was established in 1974 under Uttar Pradesh Urban Planning & Development Act 1973. It works on the development of city, regarding control and acquisition of land, building constructions and social and physical infrastructure in urban area of the city. The Authority is responsible for developing the urban areas of the city.

In order to operate and maintain the Food Parlours and On-street Food Vending, LDA has decided to appoint a manager to operate these Food Parlours besides On-Street Food Vending and Entertainment Events. The Food Parlours will be handed over to the manager (the "Licensee") on 'As Is Where is Condition'.

LDA shall extend this on-street food vending scheme across its jurisdiction in future with the same Licensee, as per mutually agreed terms and conditions, with the decision of LDA on such extension being final and binding on the Licensee.

**The Project Proponent**: The Project Proponent for the Food Parlours and On-Street Food Vending shall be the Vice Chairman, Lucknow Development Authority in the capacity of the Member Secretary, Smarkon, Sangrahalayon, Sansthaon, Parkon Va Upvano Aadi ki Prabandhan, Suraksha Avam Anurakshan Samiti (Smarak Samiti)

#### 1.2 **Project Details**

**The Proposed Site**: The proposed site for the Project is the built up parlours on pedestrian paths at Chatori Gali between Samtamulak Chauraha & Prateek Sthal Gomti Nagar, Lucknow. The proposed Food Street is easily accessible by road from all parts of Lucknow City.

**The Project**: Development and Operation of Food Parlours and On-Street Food Vending at Chatori Gali between Samtamulak Chauraha & Prateek Sthal Gomti Nagar, Lucknow, every day evening between 6:00 PM and 11:00 PM with entertainment zones.

#### **Project Components**

One built up food parlour of 160.75 sq.mt. area and 10 numbers of built up food parlours of different sizes ranging from 31.12 sq.mt. to 68.62 sq.mt. shall be renewed by the Operator to necessary standards to be operated as food parlours. Food trucks, street vendors with umbrella or canopies shall also be allowed as per prevalent rules and entertainment events for public shall be conducted with prior intimation to LDA/Smarak Samiti

Sr.	Hut/Kiosk No.	Size (Sqm.)	Area (Sqm.)
1	01	5.30X7.45	39.48
2	02	5.30X7.50	39.75
3	03	4.60X7.45	34.27
4	04	4.25X7.50	31.87
5	05	4.15X7.50	31.12
6	06 ¼tyiku x`g½	5X32.15	160.75
7	07	5.55X7.45	41.35
8	08	6.45X7.50	48.37
9	09	7.25X7.45	54.01
10	10	8.10X7.55	61.15
11	11	9.15X7.50	68.62

#### 1.3 Project Scope

In order to run these facilities, LDA/Smarak Samiti desires to hire services of a Manager (the "Licensee") for Development and Operation of Food Parlours and On-Street Food Vending at Chatori Gali between Samtamulak Chauraha & Prateek Sthal Gomti Nagar, Lucknow as per scope of works mentioned below:

- a) The Food Parlours will be handed over to the Licensee on '*As is where is condition*'. The Licensee shall not be allowed to construct, extend or bring any structural changes in the property. Any improvements / repairs to the existing fixtures etc., if required, can be undertaken by the Licensee at its own cost with prior written consent of the LDA/Smarak Samiti. The furnishing of the Food Parlours shall be the responsibility of the Licensee.
- b) The Licensee will be responsible for furnishing (structural works are complete), renovation, operation, management and maintenance of these properties for a pre-fixed period of 4 years from date of Signing of License Agreement ("License Period").

- c) The Licensee shall bear entire operation, maintenance & management expenditure including but not limited to the utility bills (water, electricity, telephone, sewage, sanitation etc.), cost of consumables, and all kind of taxes, manpower cost, and insurance premium towards protection of project facilities from fire and burglary etc.
- d) The Licensee shall be responsible for procuring funding for the project at its own cost.
- e) The Licensee will be responsible for providing and subsequently manage the following on the entire length of the Project Site:
  - Food-Parlours and On-street food Vending (Variety of food stalls: e.g. Reputed Food Brands of Lucknow (FBL), local vendors serving local and lucknow's cuisine). A list of FBLs is provided as Annexure-10, the Licensee shall be required to have atleast 10 brands out of that list at the Food Parlours and On-Street Food Vending at all times during the License Period.
  - Shops & Kiosks which would be selling gift hampers, goodies, locally made goods, etc.
  - Entertainment events for public shall be conducted with prior intimation to LDA/Smarak Samiti.
- f) The Licensee shall make necessary provision of the following at all times free of cost to the visitors/users:
  - Drinking Water
  - Toilet and Washrooms
- g) The Licensee shall maintain the Food Parlours in line with the industry best practices and standards. He shall be obligated to meet certain standards with respect to the following:
  - Customer convenience
  - Quality of service
  - General upkeep and maintenance of the facility
- h) The Authority/Samiti will have the right to verify and certify the quality of food and other services, to be provided by the Licensee.
- i) Licensee will be allowed to recover its initial expenditure on furnishing the Food Parlours through rates/tariffs and other revenues from the facilities.
- j) The Licensee should operate the food parlours and On-Street food vending on permitted times throughout the License Period.
- k) The Licensee shall undertake clearing of any choking in the drainages, manholes, etc., removal of beehives and cobwebs/ honey webs from the property and its premises, cleaning and sweeping of roof tops with brooms/ mechanized sweeping, cleaning of signage. All dust bins shall be properly cleaned from inside and outside and should be emptied at the end of the everyday business on regular basis. The Licensee will also be responsible for cleaning/clearing of the Project Site before everyday's evening comes to a close.

#### **1.4** Business Proposition of the Food Parlours and On-street Food Vending:

- a) Prime location: The Food Parlours are located at Chatori Gali between Samtamulak Chauraha & Prateek Sthal Gomti Nagar, picnicked daily by citizens of Lucknow and easily accessible to the tourists visiting the City. These places are bound to attract good number of daily footfall of customers and offers ample opportunities for on-street food business.
- b) Bundling: As these food parlours and on-street food vending are planned, a host of other facilities shall be bundled together (e.g. entertainment events, shops/kiosks, advertisements on mobile vends, media partner, etc.), the business proposition gets enhanced further.
- c) Low competition: Since the Project Site will be closed for through traffic during the evening time of operation of on-street food vending at Chatori Gali between Samtamulak Chauraha & Prateek Sthal Gomti Nagar, and there are no other facilities, there is literally zero competition to these facilities. The chance of visitors / tourists to the mentioned location using the food parlours and on-street food vending is very high.

#### 1.5 Description of RFP Process

LDA/Smarak Samiti intends to make the process innovative by inviting the market interest as well as seeking the inputs / suggestions of the interested players in the project structuring part so as to make the project a win-win for both the Authority/Samiti as well as the private sector proponent. In line with this objective, LDA/Smarak Samiti has decided to undertake this RFP exercise to assess the market potential and gauge the market interest and seek inputs/suggestions for project structuring. In this way, the procurement stage for the project can be expedited. Subsequently, a single stage two envelope system is proposed for carrying out the procurement process.

## **1.6 E-Tendering Instructions**

## (A) <u>THE BID DOCUMENT</u>

#### 1) Cost of Bid Document/ e-Bid Processing Fee

- i) The bidder shall bear all costs associated with the preparation and submission of its e-Bid. Lucknow Development Authority/Smarkon, Sangrahalayon, Sansthaon, Parkon Va Upvano Aadi ki Prabandhan, Suraksha Avam Anurakshan Samiti hereinafter referred to as "the Authority/Samiti", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- ii) This bid document is available on the web site <u>http://etender.up.nic.in</u> to enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Bid notice / e-bid document against this e-Bid. The bidders shall have to pay cost of bid document / e-Bid processing fee as per eTender Notice through RTGS/NEFT/Net Banking only in favor of "Lucknow Development Authority" payable at Lucknow. Scanned copy of which must be enclosed along with the e-Bid. This cost of bid document/ e-Bid processing fee will be non-refundable. Bid without cost of bid document/ e-Bid processing fee will not be accepted.

#### 2) <u>Contents of e-Bid Document</u>

- i) The scope of work, e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document.
- ii) The bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid document or submission of e-Bid not responsive to the e-Bid document in every respect will be at the bidder's risk and may result in rejection of the said e-Bid.

#### 3) <u>Amendment of e-Bid Document</u>

- i) At any time prior to the deadline for submission of e-Bid, the Authority/Samiti may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website <u>http://etender.up.nic.in</u> through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- ii) It shall be the sole responsibility of the prospective bidders to check the website <u>http://etender.up.nic.in</u> from time to time for any amendment in the e-bid document. In case of failure to get the amendments, if any, the Authority/Samiti shall not be responsible for it.

iii) In order to allow prospective e-Bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Authority/Samiti, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-Procurement website http://etender.up.nic.in.

#### 4) Language of e-Bid

The e-Bid prepared by the bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the bidder and the Authority/Samiti shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

## 5) **Documents Constituting the e-Bid**

The eBid prepared by the bidder shall comprise the following components:

- (a) **Prequalification** :-
  - (i) **Fee Details** It will consist of the cost of bid document/ e-Bid processing fee document and prescribed e-Bid Security in prescribed form.
  - (ii) **Eligibility Criteria** It will consist of the details as per the Tender Document.
- (b) **Financial e-Bid** Financial e-Bid will comprise of:

<u>**Price Schedule/BOQ**</u> - includes Price Schedule/BOQ in XLS format to be filled in after downloading from the e-Procurement website for this e-bid.

#### 6) <u>e-Bid Form</u>

The bidder shall complete the e-Bid Form and the appropriate Price Schedule/BOQ furnished in the e-Bid document.

#### 7) <u>e-Bid Currencies</u>

Prices shall be quoted/calculated in Indian Rupees only.

#### 8) Documents Establishing bidder's Qualification

- The bidder shall furnish, as part of its Technical e-Bid, documents establishing the bidder's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.
- The documentary evidence of bidder's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in ebid document.

#### 9) <u>e-Bid Security</u>

- The bidder shall furnish, as part of its e-Bid, an e-Bid security as per the e-Tender notice through RTGS/NEFT/Net banking using link <u>http://ebs.in/lda/public</u> Scanned copy of which must be enclosed along with the e-Bid. Bid without e-Bid Security in the prescribed form, will not be accepted.
- ii) Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Authority/Samiti.

- iii) Unsuccessful bidder's e-Bid Security will be returned promptly as possible after the acceptance of e-Bid not later than two (2) weeks from the date of signing of Agreement between the Authority/Samiti and the Successful Bidder Applicant.
- iv) The successful bidder's e-Bid EMD/ Proposal Security will be converted into security upon the bidder signing the Contract.
- v) The e-Bid security may be forfeited:
  - (a) if a bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the bidder on the e-Bid Form; or (ii) does not accept the correction of errors or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the bidder on the e-Bid form or
  - (b) in case of a successful bidder, if it fails to sign the Contract with the Authority/Samiti for any reason whatsoever.

#### 10) <u>Period of Validity of e-Bid</u>

- i) e-Bid shall remain valid for 180 days after the date of e-Bid opening prescribed by the Authority/Samiti. An e-Bid valid for a shorter period shall be rejected by the Authority/Samiti as non-responsive.
- ii) In exceptional circumstances, the Authority/Samiti may solicit the bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting its e-Bid security. A bidder granting the request will not be required nor permitted to modify its e-Bid.

#### 11) Format and Signing of e-Bid

- i) The bidder shall prepare one electronic copy each of the Technical e-Bid and Financial e- Bid separately.
- ii) The e-Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

#### (B) <u>SUBMISSION of e-Bid</u>

# 1) <u>Submission of e-Bid</u>

The Bid Submission module of e-Procurement website <u>http://etender.up.nic.in</u> enables the bidders to submit the e-Bid online in response to this e-bid published by the Authority/Samiti. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-bid. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-bid schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall only be held responsible.

The bidders have to follow the following instructions for submission of their e-Bid:

- For participating in e-Bid through the e-biding system, it is necessary for the bidders, to be the registered users of the e-Procurement website http:// etender.up.nic.in. The bidders must obtain a User Login Id and Password by registering themselves if they have not done so previously for registration.
- ii) In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-biding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-biding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered. For successful registration of DSC on e-Procurement website http://etender.up.nic.in the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website http:// etender.up.nic.in is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise above even before e-Bid submission date starts. The Authority/Samiti shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.
- iii) The bidder can search for active bids through "Search Active bids" link, select a bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the e-Bid Submission menu. After selecting and viewing the bid, for which the bidder intends to e-Bid, from "My Bids" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view bid details form. Before this, the bidder should download the e-bid document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-bid document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- iv) The bidder should read the Terms & Conditions carefully before proceeding to fill in the cost of bid document/ e-Bid processing fee and EMD payment details. After entering and saving the cost of bid document/ e-Bid processing fee and EMD details, the bidder should click "Encrypt & Upload" option given in the payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Document Cost/Processing Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the bid details. The details available in the scanned copy of bid form cost and of EMD shall be verified by the Authority/Samiti and in case of any discrepancy the e-bid shall be rejected.
- v) Next the bidder should upload the Technical e-Bid documents for Fee details (Cost of bid document/ e-Bid processing fee and EMD), Qualification details. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the

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bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.

- vi) The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- vii) After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- viii) Authority/Samiti reserves the right to cancel any or all e-Bids without assigning any reason.

## 2) <u>Deadline for Submission of e-Bid</u>

- i) e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website http://etender.up.nic.in not later than the time on the prescribed date and time as per RFP (as the server time displayed in the e-Procurement website).
- ii) The Authority/Samiti may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Authority/Samiti and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

# 3) <u>Late e-Bid</u>

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

# (C) OPENING AND EVALUATION OF e-Bid

# 1) **Opening of e-Bid by the Authority**

The Authority/Samiti will open all e-Bids, in the presence of bidders' representatives who choose to attend on the prescribed Date and Time of opening at LDA office. The bidder's representatives who are present shall sign evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Authority, the e-Bids shall be opened at the appointed time and place on the next working day.

ii) The bidder's names and the presence or absence or repulsion e-Bid security and such other details as the Authority/Samiti at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the requirement shall be notified.

# 2) Opening of Financial e-Bid

- The financial e-Bids of Pre-Qualified Bidders shall be opened at a later date (shall be intimated to Pre-Qualified Bidders, refer clause 2.3.c) in the presence of bidders. The name of bidders, Price quoted for various items etc will be announced in the process.
- ii) The Authority/Samiti will prepare the minutes of the e-Bid opening.

## 3) <u>Clarification of e-Bid</u>

i) During evaluation of e-Bid, the Authority/Samiti may, at its discretion, ask the bidder for a clarification of his/her e-Bid. The request for clarification and the response shall be in writing.

#### 4) <u>Evaluation of e-Bid and Evaluation Criteria</u>

The Authority/Samiti will examine the e-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required cost of bid document/ e-Bid processing fee, e-Bid security and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

#### 5) <u>Contacting the Authority</u>

- i) No bidder shall contact the Authority/Samiti on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded.
- Any effort by a bidder to influence the Authority/Samiti in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the bidder's e-Bid.
- iii) In the event of any information furnished by the bidder is found false or fabricated the minimum punishment shall be debarred / blacklisting from LDA/Smarak Samiti works and the legal proceeding can also be initiated.

# (D) <u>AWARD OF CONTRACT</u>

## 1) <u>Award Criteria</u>

The Authority/Samiti will award the contract to the highest Combined Score successful Bidder whose bid has been determined to be responsive to all the conditions of the contract of the Bidding Document.

2) <u>Authority's/Samiti's right to accept any e-Bid and to reject any or all e-Bids</u> The Authority/Samiti reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

# 3) <u>Notification of Award</u>

- i) Prior to the expiration of the period of e-Bid validity, the Authority/Samiti will notify the successful bidder in writing by letter/e-mail/fax, that its e-Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.

#### 4) <u>Signing of Contract</u>

At the same time as the Authority/Samiti notifies the successful bidder that its e-Bid has been accepted, the successful bidder shall have to sign the contract agreement.

#### 2. NOTICE INVITING BID

- 2.1. LDA/Smarak Samiti invites e-Bids from suitable Bidders who may be a registered sole proprietorship firm, a partnership firm or a company having registered office in India for selection of a Licensee to grant Licensing Rights of Food Parlours and On-Street Food Vending Spaces at Chatori Gali between Samtamulak Chauraha & Prateek Sthal, Gomti Nagar on as is where is basis for commercial activities except banned list of usages as detailed in Annexure-8.
  - a. The Bidder may be any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India.
  - b. Consortium, academic and voluntary organizations are not eligible to participate in the selection process under this RFP.
  - c. A Bidder shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder shall be deemed to have a conflict of interest affecting Bidding Process if a constituent of one Bidder is also a constituent of another Bidder.
  - d. The Bidders shall enclose with its application an undertaking stating/ providing the Necessary supporting documents, including audited accounts and financial statements.
- 2.2. LDA/Smarak Samiti shall receive e-Bids pursuant to this RFP document, in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by LDA/Smarak Samiti. RFP Bidders shall submit e-bids in accordance with such terms on or before the date specified in this document. The Bidders are advised to visit the premises/project site and familiarize themselves with the proposed arrangements and all activities necessary in this regard.
- 2.3. Salient features of Bidding Process:
  - LDA/Smarak Samiti has adopted a single-stage two packets Bidding Process for selection a. of a successful bidder to grant Licensing Rights for the commercial activities inside Food Parlours and On-Street Food Vending Spaces at Chatori Gali between Samtamulak Chauraha & Prateek Sthal, Gomti Nagar. The Applicant shall furnish, as part of its e-Bid, an e-Bid Security of Rs. 1,00,000/- (Rs. One Lakh) only as per the e-Tender notice / NEFT/ Net Banking using link http://ebs.in/lda/public, through RTGS returnable/refundable not later than 30 days from PDD except 2<sup>nd</sup> highest bidder. In the event that the Highest Bidder commences the assignment as required, the 2<sup>nd</sup> highest Bidder, who has been kept in reserve, shall be returned/refunded its e-Bid Security forthwith, or within 180 days from PDD whichever is earlier. The Selected Applicant's E-Bid Security shall be returned/refunded upon the Applicant signing the Agreement and completing the deliverables assigned to it in accordance with the provisions thereof. The Applicant is required to submit formal request for the release of the same.

 Bidders are expected to carry out extensive survey of Premises and analysis at their own cost, before submitting their respective Bids for award of the License Agreement. LDA/Smarak Samiti shall provide necessary permission and assistance to the prospective Bidders in this regard.

Date of Pre Bid Meeting	05.01.2018 on 14.00 hrs at LDA Office	
Technical Presentation by Interested	After Pre-Bid Meeting on 05.01.2018	
Applicants		
Last Date of Receipt of Pre-Bid Queries	10.01.2018 up to 17.00 hrs	
Reply to Pre-Bid Queries	12.01.2018	
Proposal Due Date	Latest by 15.00 hrs on 29.01.2018	
Date & Time Opening of Technical Bids	15.15 hrs on 29.01.2018	
Date & Time of Opening of Financial Bids	Shall be notified separately	
Validity of Bids	180 days from bid submission date	

c. Schedule of Bidding Process

d. Schedule of Various Stages: The Selected Bidder shall follow the following time lines:

Stage of Activity	Time Period	
Payment of Advance quarterly License Fees	Within 15 days of receipt of Letter of	
and Interest Free Security Deposit to	Acceptance	
LDA/Smarak Samiti by Licensee.		
Date of Commencement of License Fees	60 days from Date of notice to Handing	
	over/taking over or from start of first day	
	whichever is later	
Signing of License Agreement	Within 30 days after issue of LOA and	
	payment of due as per LOA	
Licensed Period	Four (4) years from the date of	
	Commencement of License Fees	

- 2.4. RFP document can be obtained from the date of issue of notice till Proposal Due Date (the "PDD") on e-procurement platform https://etender.up.nic.in. A payment (non refundable) of Rs. 10,000/- (Rupees Ten Thousand) only towards cost of RFP document through RTGS/NEFT/Net Banking in favour of Lucknow Development Authority using link http://ebs.in/lda/public shall be made by the Applicant before Proposal Due Date and scanned copy or the screenshot of payment confirmation should be attached with the e-bid. Pre Bid queries and any clarification with respect to tender can be forwarded to chatorigalilko@gmail.com
- 2.5. E-Bid may be submitted on the prescribed date, by the notified time, and submitted online only.

#### **3.** ELIGIBILITY CRITERIA FOR BIDDERS

- 3.1. The bidder shall be evaluated first for fulfilling eligibility criteria.
- 3.2. To be eligible for bidding process, the Bidder shall fulfill each of the following conditions simultaneously:

- Bidder must have sum of Average Annual Turnover of Rs. 3,00,00,000/- (Rupees Three Crores) only in immediately preceding three completed financial years as on date of notice for invitation of e-Bid on <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> website to become eligible for Bid.
- Should have executed at least one project in Development / Operation & Maintenance of Public Event management operating at least 2 ha. in each of the last 3 financial years.
- The Applicant should have a positive net worth as in 31.03.2017;
- The applicant should not be barred/black listed by Central/any State Government department in India as on the date of submission of the EOI.
- Bidder shall submit EOI statements signed up with atleast 10 of the FBLs listed in Annexure-10 or 10 established food brands operating in Lucknow already who are interested in carrying out food parlours and on-food vending services under the aegis of the Bidder.
- 3.3. The Bidder shall enclose following document along with its Bid:
  - a) The Certificate(s) from its statutory auditors with its Bid providing the information sought in clause 3.2 as per format given in Annexure-4.
  - b) Audited financial statements including Gross Turnover, Balance Sheet, Profit Loss Account, etc. for immediate preceding 3 (three) completed financial years. If audited financial statement for the last completed year is not available, the Bidder shall furnish a certificate from a statutory auditor in this regard.
  - c) Food related business bidder should have FSSAI or HACCP certificates, to submit the same along with the tender document.
  - d) Previous tenant records/ agreement.
  - e) An undertaking stating/providing the necessary supporting documents, including audited accounts and financial statements, duly initialed and stamped by the Authorized representative/ bidder.
- 3.4. The bids shall be submitted by the bidder in two parts comprising of Technical Bid and Financial Bid. The Technical Bid shall include the details for fulfilling eligibility criteria as laid down in this document. The Financial Bid shall include the financial offer of the bidder in the manner prescribed in this document. Both the Technical Bid and Financial Bid shall be submitted by the bidder on the same due date as mentioned in the RFP document. The offer of Bidder who does not fulfill the Eligibility criteria shall be submarily rejected.

# 4. TERMS AND CONDITIONS

- 4.1. Commencement of License fee will be 60 days from the date of notice to handing over/ takeover or from the start of first day of ROD whichever is later.
- 4.2. LDA/Smarak Samiti reserves its right to add or withdraw a few parlours or locations approved from the License Rights. The Licensee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. The Licensee shall include/vacate the premises of such parlours within a period of 30 days from such intimation. The tenure of the License Period shall be co-terminus with this license agreement.
- 4.3. It is proposed to give 11 built up Parlours which are being offered for licensing rights. The vacant Street space as mentioned in Annexure-1, shall be handed over on as is where is basis within 15 days from the date of receipt of full payment as stipulated in Letter of Acceptance.
- 4.4. The License Fee per Month shall be as quoted by the Licensee in e-Bid Form.

- 4.5. License Fees along with other dues shall be payable in advance by the Licensee to LDA/Smarak Samiti on quarterly basis before the 30 days of the end of previous term.
- 4.6. The License Agreement shall be executed within 30 days of issue of Letter of Acceptance.
- 4.7. Area of Food Parlours and On-Street Food Vending Spaces specified in RFP document are approximate. Actual area shall be measured at the time of handing over of the area.
- 4.8. Permissible Usage of Food Parlours and On-Street Food Vending Spaces: Food Parlours and On-Street Food Vending Spaces can be put for any activity except banned list of usage mentioned in Annexure-8 following the other terms and conditions of this Bid Document. Apart from built up parlours cooking with gas bank shall not be allowed by LDA/Smarak Samiti and only electrical cooking/ heating are permitted with prior written permission from LDA/Smarak Samiti.
- 4.9. All the Licensee's personnel shall be required to possess ID card while working in Project Site.
- 4.10. On completion/ termination of License Agreement, the Licensee shall handover the premises in as per last development plan with normal wear & tears. The Licensee shall not remove any facility, equipment, fixture, etc. which are integral part of the development plan of the premises. However, the Licensee can remove movable assets without causing damage to the structure.
- 4.11. Security Deposit: Licensee shall pay Interest Free Security Deposit to LDA/Smarak Samiti which is one year license fee of 1st year. The interest free Security Deposit shall be accepted through RTGS / NEFT/ Net Banking using link http://ebs.in/lda/public
- 4.12. Tenure of License Agreement:
  - a. Licensing Rights of Food Parlours and On-Street Food Vending Space shall be for a period of 4 (four) years, unless otherwise terminated by LDA/Smarak Samiti or surrendered by the Licensee. The tenure of License Agreement shall commence from the date of commencement of License fees.
  - b. The licensee shall have option to exit from the License Agreement only after issue of six month prior notice to LDA/Smarak Samiti. In this case, Security Deposit of the Licensee shall be refunded after adjusting the dues, if any, to be payable by the Licensee.
  - c. If the licensee is exiting the License Agreement without issuing 6 months' notice, the interest free Security Deposit shall be forfeited by LDA/Smarak Samiti besides recovering other dues if any and Licensee shall not make any dispute or make any claims in this regard.
  - d. No partial surrender of Food Parlours individual shop by Licensee shall be permissible.
- 4.13. The Licensee may be allowed for amalgamation of licensed Food Parlours and On-Street Food Vending Spaces with the prior permission of LDA/Smarak Samiti. In this case, no damage to load bearing/ structural member and any service/utility shall be permitted.
- 4.14. The Licensee may do the interiors of the Licensed Spaces on his own with approval from LDA/Smarak Samiti of the proposal.
- 4.15. Subject to technical feasibility, additional common water and drainage point may be provided and from the same the Licensee should do the internal distribution network of the built up shop

including sanitary facilities if necessary on technical feasibility and prior approval from LDA/Smarak Samiti. However commercial applicable charges will be collected by LDA/Smarak Samiti for additional supply of water and provision of drainage facilities as per norms.

- 4.16. Licensee can use the common toilet available.
- 4.17. The power supply connection released for commercial activity shall be from Electrical Loads available from power network. However, if additional electrical load is required by the Licensee, the same may be arranged by LDA/Smarak Samiti based on feasibility.
- 4.18. Licensee may provide split ACs in the Food Parlours, if required, at his own cost conforming to specifications laid down by LDA/Smarak Samiti.
- 4.19. For any addition & alteration to the existing floor plan, structure, utilities, etc., the licensee shall be solely responsible for obtaining all necessary prior permissions/ approvals from the concerned bodies/ departments. LDA/Smarak Samiti shall restrain itself only up to forwarding/ applying for obtaining the permission/ approval from the other bodies/ departments. All other liaising, risk & cost in this regard shall be borne solely by the Licensee.
- 4.20. Hiring Radio Media: Licensee may tie up for the promotion of the Project for a minimum period of three month from the first day of License Period. The radio agency would be broadcast minimum 20 slots (minimum 10 seconds each) per day. Thereafter it should be on an average of 200 slots per month.
- 4.21. Organizing Events at the Project Site: The Licensee would be responsible for organinsing an Event daily at the Project Site at a suitable time for a timeline of at least 45 mins. The Licensee would also ensure that the temporary structures/ stage would be created at the Project Site and removed daily. The Licensee would take a prior approval of the Events for the next fifteen days from the Client periodically during the License Period.
- 4.22. Solid Waste Management: The Licensee would be responsible for the solid waste management or cleanliness at the Project Site, at all times. They should ensure that the site is clean, during and after the vendors have moved out from the Project Site daily.
- 4.23. Electricity: The Licensee would be responsible to pay for the electricity bill payments to the appropriate govt. agency, monthly. LDA/Smarak Samiti would ensure that the electricity meters are installed at the Project Site for the vendors in the existing structures.
- 4.24. Safety & Security at the Project Site: The Licensee would be responsible for security arrangements during the operations of the Project.
- 4.25. Payment of Taxes/Fees: The Licensee would be responsible for the payment of any tariff/ fees at the Project Site during the Licensee Period levied by any Govt. Agency as per existing rules.
- 4.26. Maintenance of Toilet blocks/ Water Supply: The Licensee may set up mobile toilets with prior approval of LDA/Smarak Samiti and would maintain the operation of the Toilet at the Project Site for a fee.
- 4.27. The selection and removal of any vendor at the Project Site during the License Period would be the sole responsibility of the Licensee.

- 4.28. The Licensee will be entitled for the following, with a prior approval from the client:
  - a. <u>Site Management Fee:</u> The Licensee would be entitled for a Site Management Fee from the vendors at the Project Site. This would only include the charges paid for the consumed electricity charges and the expenses incurred in the cleanliness of the Project Site.
  - b. <u>Parking Charges:</u> The Licensee would not be entitled for collecting pre approved Parking Charges at the Project Site.
  - c. <u>Associating with Sponsor:</u> The Licensee would have the right of exclusivity for indentifying and associating with Sponsor's or any Brand Promotion in the Project during the Licensee Period. All association for advertising and its modes should be prior- approved by the Client. The Licensee would ensure its best efforts to abide by the applicable rules.
- 4.29. All statutory taxes, statutory dues, local levies, etc as applicable shall be charged extra and will have to be remitted along with the License Fees for onward remittance to the Government. The Licensee shall indemnify LDA/Smarak Samiti from any claims that may arise from the statutory authorities in connection with this License Agreement.
- 4.30. The property tax applicable, if any, on the property of LDA/Smarak Samiti shall be borne by LDA/Smarak Samiti.
- 4.31. Payment of stamp duty on agreement, if any, to be executed in pursuance of this Bid shall be borne solely by Licensee.

#### 5. SUBMISSION AND EVALUATION OF BIDS BY BIDDERS

- 5.1. No Bidder shall submit more than one Bid for this RFP document.
- 5.2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the License Agreement.
- 5.3. The Bid should be furnished in the format at Annexure-1 to Annexure-10, clearly indicating the financial offer in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory.
- 5.4. Bid Variable: The bidder has to quote license fees mentioned in both words as well as figures payable per month which shall be increased by 10% on compounding basis after completion of every year from the handing over of vacant Food Parlours and On-Street Food Vending Spaces. If there is a discrepancy between words and figures, the amount quoted in words shall prevail.
- 5.5. The Applicant shall furnish, as part of its e-Bid, an e-Bid Security of Rs. 1,00,000/- (Rs. One Lakh) only as per the e-Tender notice through RTGS / NEFT/ Net Banking using link http://ebs.in/lda/public, returnable/refundable not later than 30 days from PDD except in case of the two highest ranked applicants as required in Clause 2.3.a. The Applicant is required to submit formal request for the release of the same. In the event that the Highest Bidder commences the assignment as required in Clause 2.3.a, the 2nd highest Bidder, who has been kept in reserve, shall be returned/refunded its e-Bid Security forthwith, or within 180 days from PDD whichever is earlier. The Selected Applicant's E-Bid Security shall be returned/refunded upon the Applicant signing the Agreement and completing the deliverables assigned to it in accordance with the provisions thereof. The interest free e-Bid Security of the selected Bidder may also be adjusted

against the Interest Free Security Deposit due as per the License Agreement. The interest free EMD of unsuccessful bidders shall be refunded after award of License, without considering any interest thereof. The e-Bid shall be summarily rejected if it is not accompanied by the interest free e-bid Security. If the selected bidder withdraws his bid at any stage, his interest free EMD amount shall be forfeited by LDA/Smarak Samiti.

- 5.6. The Bidder should submit a Power of Attorney as per the format at Annexure-5, authorizing the signatory of the Bid to commit the Bidder.
- 5.7. The documents including this RFP and all attached documents, provided by LDA/Smarak Samiti shall remain or become the properties of LDA/Smarak Samiti and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and LDA/Smarak Samiti shall not return to the Bidders any Bid, document or any information provided along therewith.
- 5.8. The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting Bidding Process if a constituent of such Bidder is also a constituent of another Bidder.
- 5.9. Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. LDA/Smarak Samiti shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 5.10. Site visit and verification of information: Bidders are advised to submit their respective Bids after visiting Food Parlours and On-Street Food Vending Spaces and ascertaining themselves the Food Parlours and On-Street Food Vending Spaces conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to project site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.
- 5.11. It will be deemed that by submitting a Bid, the Bidder has:
  - a) made a complete and careful examination of the bidding documents;
  - b) received all relevant information from LDA/Smarak Samiti;
  - c) accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of LDA/Smarak Samiti relating to any of the matters referred to in RFP document;
  - d) satisfied itself about all matters, things and information hereinabove necessary and required for submitting an informed Bid, execution of the license agreement in accordance with the bidding documents and performance of all of its obligations there under;
  - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, claim for performance of its obligations, loss of profits, etc. from LDA/Smarak Samiti, or a ground for termination of the License Agreement by the Licensee;
  - f) acknowledged that it does not have a Conflict of Interest; and
  - g) agreed to be bound by the undertakings provided by it under and in terms hereof.

- 5.11. LDA/Smarak Samiti shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Bidding Process, including any error or mistake therein or in any information or data given by LDA/Smarak Samiti.
- 5.12. Verification and Disqualification: LDA/Smarak Samiti reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by LDA/Smarak Samiti, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by LDA/Smarak Samiti shall not relieve the Bidder of its obligations or liabilities hereunder nor shall it affect any rights of LDA/Smarak Samiti there under.

#### 5.13. Amendment of RFP

- a) At any time prior to the Bid Due Date, LDA/Smarak Samiti may, for any reason, modify the RFP by the issuance of Addenda/ Corrigenda.
- b) Any Addendum/ Corrigendum issued hereunder shall be uploaded on LDA/Smarak Samiti website only.
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, LDA/Smarak Samiti may, in its sole discretion, extend the Proposal Due Date.
- 5.14. Preparation and Submission of Bids
  - a) The Applicant shall provide all the information sought under this RFP. The Authority/Samiti would evaluate only those Proposals that are received in the specified forms and complete in all respects.
  - b) The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page. The Proposals must be properly signed as detailed below:
    - (i) by the proprietor, in case of a proprietary firm;
    - (ii) by the partner holding the Power of Attorney, in case of a partnership firm; or
    - (iii) by a duly authorized person holding the Power of Attorney (the "Authorised

Representative"), in case of a Limited Company or a corporation;

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant or a notary public on the specified form shall accompany the Proposal.

- c) Applicants should note the Proposal Due Date, is as specified in Clause 2.3.c, for submission of Proposals. Applicants are reminded that no supplementary material will be entertained by the Authority/Samiti, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.3.c. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.
- d) The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

- 5.15. The e-Bid shall contain following envelopes:
  - (i) The Applicant shall submit the Proposal online through e-procurement portal https://etender.up.nic.in comprising of the necessary documents along with supporting documents as appropriate
  - (ii) The Applicant shall submit the following documents physically with scanned copies online:(a) Original Power of Attorney for signing the Application as per format at Appendix-C

Above documents shall be submitted in an envelope which shall clearly bear the following identification: Request for Proposal (RFP) for Selection of a Consultant for Servicing the "Project Development Unit" for Urban Development Projects under the aegis of Lucknow Development Authority

and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of the envelope.

1	Submission (in Hard Copy))	Vice Chairman/Member Secretary , 2nd Floor, Pradhikaran Bhawan, Vipin Khand, Gomti Nagar, Lucknow- 226010 Tel.: 0522- 2307868, Fax.: 0522-2307688, Email- <u>vicechairmanlda@gmail.com</u> , <u>chatorigalilko@gmail.com</u>
2	Contact Person's for queries	1. Manager (Administration)   Smarak Samiti,   Room no.17,   Ramabai Ambedkar Maidan, Sharda   Nager,   Lucknow- 226002   Email- chatorigalilko@gmail.com
		2. Executive Engineer (Maintenance) Lucknow Development Authority 3 <sup>rd</sup> Floor, Pradhikaran Bhawan, New Building, Vipin Khand, Gomti Nagar, Lucknow-226010. Email- <u>chatorigalilko@gmail.com</u>

5.16. Envelope containing hard copies shall be addressed to:

- 5.17. If the envelope are not sealed and marked as instructed above, the Authority/Samiti assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.
- 5.18. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 5.19. Bid Submission Date: The Bid shall be submitted on or before due date and time at the address provided in the manner and form as detailed in this RFP document. Any bid application received after due date and time as prescribed in RFP document shall be summarily rejected.
- 5.20. LDA/Smarak Samiti shall open the Technical Bids on the Due Date of Bid Submission, at the place & time specified in this document and in the presence of the Bidders who choose to attend. LDA/Smarak Samiti will subsequently examine and evaluate the Technical Bids in accordance with the Eligibility Criteria set out in this RFP document.

- 5.21. The sealed Financial Bid shall be kept in safe custody of LDA/Smarak Samiti and shall be opened on a subsequent date after evaluation of eligibility. Financial Bid of only those Bidders, whose submissions are found to fulfill the eligibility criteria as stipulated in chapter-3 above, shall be opened. The offer of Bidder, who does not fulfill the Eligibility criteria, shall be summarily rejected. The time of opening of Financial Bid shall be informed separately to the eligible Bidders and eligible Bidders can be present to witness the opening of the Financial Bid.
- 5.22. To facilitate evaluation of Bids, LDA/Smarak Samiti may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 5.23. Evaluation of Bid: The evaluation and assessment for the selection of the Bidder shall be based on the Bid Variable i.e., the License Fee per month quoted by the Bidder. The Technically Eligible Bidder, quoting the highest License fee per month, shall be the highest Bidder whose offer shall be evaluated and assessed by LDA/Smarak Samiti.
- 5.24. After evaluation of Bids, Letter of Acceptance (LOA) shall be issued, in duplicate, by LDA/Smarak Samiti to the Selected Bidder and the Selected Bidder shall, within 15 (Fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, LDA/Smarak Samiti may, unless it consents to extension of time for submission thereof, appropriate the Interest free e-Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to unconditionally accept the terms of LOA.
- 5.25. Successful Bidder is required to deposit quarterly Advance Licensee Fee along with the required Interest Free Security Deposit within fifteen days (15) from receipt of Letter of Acceptance, failing which Letter of Acceptance shall stand cancelled and amount of interest free e-bid Security shall be forfeited by LDA/Smarak Samiti. The bidder voluntarily and unequivocally agrees not to seek any claim, compensation, damages or any other consideration, whatsoever on this account.
- 5.26. After acknowledgement of the LOA and deposit of dues as mentioned above, the Selected Bidder shall execute the License Agreement within the period prescribed in RFP document. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the License Agreement.
- 5.27. Notwithstanding anything contained in this Bid document, LDA/Smarak Samiti reserves the right to accept or reject any Bid offer and to annul the Bidding Process and reject all Bid offers, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore. In the event that LDA/Smarak Samiti rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 5.28. Confidentiality: Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising LDA/Smarak Samiti in relation to or matters arising out of, or concerning the Bidding Process. LDA/Smarak Samiti shall treat all information, submitted as part of Bid, in confidence and shall require all those who have access to such material to treat the same in confidence. LDA/Smarak Samiti may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or LDA/Smarak Samiti or as may be required by law or in connection with any legal process.

#### 6. MISCELLANEOUS

- 6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. During the bidding process no dispute of any type would be entertained. Even in such cases where LDA/Smarak Samiti asks for additional information from any bidder, the same cannot be adduced as a reason for citing any dispute. All disputes between the successful bidder and LDA/Smarak Samiti shall be settled as per the Dispute Resolution procedure elaborated in the Draft License Agreement. The courts at Lucknow shall have the sole & exclusive jurisdiction to try all the cases arising out of this License agreement.
- 6.2. LDA/Smarak Samiti, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any Bidder in order to receive clarification or further information;
- c) retain any information and/ or evidence submitted to LDA/Smarak Samiti by, on behalf of, and/ or in relation to any Bidder; and/ or
- d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases LDA/Smarak Samiti, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4. The RFP and License Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them, the priority shall be in the following order:
  - a) License Agreement
  - b) RFP Document;
    - i.e. the License Agreement shall prevail over RFP Document.

#### Annexure-1

## DETAILS OF FOOD PARLOURS AND ON-STREET FOOD VENDING SPACES AT CHATORI GALI BETWEEN SAMTAMULAK CHAURAHA & PRATEEK STHAL, GOMTI NAGAR, LUCKNOW

Sr.	Hut/Kiosk No.	Size (Sqm.)	Area (Sqm.)
1	01	5.30X7.45	39.48
2	02	5.30X7.50	39.75
3	03	4.60X7.45	34.27
4	04	4.25X7.50	31.87
5	05	4.15X7.50	31.12
6	06 ¼tyiku x`g½	5X32.15	160.75
7	07	5.55X7.45	41.35
8	08	6.45X7.50	48.37
9	09	7.25X7.45	54.01
10	10	8.10X7.55	61.15
11	11	9.15X7.50	68.62

**Note-1:** Areas indicated above are approximate. Actual area measured at the time of handing over of the area shall be final.

**Note-2:** All Food Parlours and On-Street Food Vending Spaces offered on license basis are on as is where is basis.

**Note-3:** All Food Parlours and On-Street Food Vending Spaces can be utilized for any activity except the activities specified in banned list as per Annexure-10.

**Note-4:** Bidders who propose to visit the Project Site, may do so with prior intimation between 1000 hrs to 1700 hrs on all working days, free of cost on production of identity proof and authority letter of the Bidder.

#### Annexure-2

#### LETTER COMPRISING THE RFP BID

(On Official letterhead of the Bidder)

No:

To,

Vice Chairman/Member Secretary, 2<sup>nd</sup> Floor, Pradhikaran Bhawan, Vipin Khand, Gomti Nagar, Lucknow- 226010 Tel.: 0522- 2307868, Fax.: 0522-2307688, Email-<u>vicechairmanlda@gmail.com/chatorigalilko@gmail.com</u>

# Sub: RFP bid for Licensing Rights of Food Parlours and On-Street Food Vending Spaces at Chatori Gali Between Samtamulak Chauraha and Prateek Sthal, Gomti Nagar, Lucknow.

Sir,

With reference to above subject, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Licensing Rights for commercial activities in Food Parlours and On-Street Food Vending Spaces on fixed License Fees basis at Chatori Gali Between Samtamulak Chauraha and Prateek Sthal, Gomti Nagar, Lucknow.

. The Bid is unconditional and unqualified.

- 1. I/ We acknowledge that LDA/Smarak Samiti shall be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Licensee for the aforesaid subject, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
- 2. This statement is made for the express purpose of our selection as Licensee for the aforesaid subject. I/ We shall make available to LDA/Smarak Samiti any additional information it may find necessary or require to supplement or authenticate the Bid.
- 3. I/ We acknowledge the right of LDA/Smarak Samiti to reject our Bid without assigning any reason or otherwise and hereby waive, our right to challenge the same on any account whatsoever.
- 4. I/ We declare that:

(a) I/ We have examined and have no reservations to the Bidding Documents, including Addendum/ Corrigendum, if any, issued by LDA/Smarak Samiti; and

(b) I/ We do not have any conflict of interest in accordance with provisions of the RFP document; and

(c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as stipulated in the RFP document, in respect of any Bid or request for proposal issued by or any agreement entered into with LDA/Smarak Samiti; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or shall engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

Dated:

(e) the undertakings given by me/us along with the Application in response to the RFP for the above subject were true and correct as on the date of making the RFP Application and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

- 5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the above subject, without incurring any liability to the Bidders, in accordance with provisions of the RFP document.
- 6. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by LDA/Smarak Samiti in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned subject License Agreement and the terms and implementation thereof.
- 7. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a License Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 8. I/ We have studied all the Bidding Documents carefully and also surveyed the LDA/Smarak Samiti Food Parlours and On-Street Food Vending Spaces. We understand that except to the extent as expressly set -forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by LDA/Smarak Samiti or in respect of any matter arising out of or relating to the Bidding Process including the award of License Agreement.
- 9. I/ We offer due Interest free e-Bid Security to LDA/Smarak Samiti in accordance with the RFP Document. The documents accompanying the Bid, hard copies as specified in RFP, which have been submitted in a separate envelope and marked as per the RFP.
- 10. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the licensing rights as mentioned in above subject are not awarded to me/us or our Bid is not opened or rejected.
- 11. The financial offer has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft License Agreement, addenda /corrigenda, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
- 12. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
- 13. I/We agree and undertake to be jointly and severally liable for all the obligations of the Licensee under the License Agreement for the License period in accordance with the Agreement. To comply with all applicable laws, regulations including labour laws and indemnify LDA/Smarak Samiti fully against any issues arising out of noncompliance of applicable laws.
- 14. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
- 15. I/ We hereby submit bid documents including addendum/corrigendum i.e. RFP documents and Draft License Agreement duly signed on each page as token of unconditional acceptance of all terms and conditions set out herewith.
- 16. I/ We declare that the submitted RFP documents are same as available on LDA's/Smarak Samiti's website. I / We have not made any modification / corrections / additions etc. in the RFP Documents.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document. Yours

(Signature, name and designation of the Authorised signatory) Name and seal of Bidder/Lead Member Date: Place:

#### Annexure-3

#### **General Information of the Bidder**

- (a) Name : (b) Designation : (c) Company : (d) Address : Telephone Number (e) : (f) Fax Number : (g) E-Mail : (h) Address :
- Signature

(Name of the Authorised Signatory)

For and on behalf of (Name of the Bidder) Designation

Place:

Date:

## <u>Annexure-4</u> CERTIFICATE OF STATUTORY AUDITOR WITH REGARD TO ELIGIBILITY OF THE BIDDER

#### (On the Letterhead of the Statutory Auditor)

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ [*Name of Bidder*], and certify that the Gross Annual turnover of M/s \_\_\_\_\_ (*Name of the Applicant*) from the Business of alone in the last 3 completed financial years is Rs. \_\_\_\_\_.

Year wise details of Gross Annual Turnover from the business of alone are as under:

Name of BidderTurnover			
	2013-14	2014-15	2015-16

(i) Turnover as brought out in the audited annual financial results is to be indicated in above table and certified by the statutory auditor of the applicants.

Name & address of Applicant's Bankers:

Signature and Seal of the Statutory

Auditor clearly indicating his/her membership number

#### <u>Annexure-5</u> POWER OF ATTORNEY OF BIDDER

Know all men by these presents, We \_\_\_\_\_\_ [name and address of the registered office] do hereby constitute, appoint & authorize Mr./Ms.\_\_\_\_\_ [name and residential address] who is presently employed with us and holding the position of \_\_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid, including signing and submission of all documents and providing information / responses to LDA/Smarak Samiti, representing us in all matters before LDA/Smarak Samiti, and generally dealing with LDA/Smarak Samiti in all matters in connection with our Bid.

We hereby agree to have deemed ratified all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

Accepted

\_\_\_\_\_(Signature)

(Name, Title and Address) of the Attorney

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the

30fulfillment(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

2 It should be on non-judicial stamp paper of Rs.100/- at least duly notarized with supported by copy of Board of Resolution passed for this purpose only in case of company.

#### <u>Annexure-6</u> FINANCIAL PROPOSAL SUBMISSION FORM

Date

To Vice Chairman/Member Secretary, 2<sup>nd</sup> Floor, Pradhikaran Bhawan, Vipin Khand, Gomti Nagar, Lucknow- 226010 Tel.: 0522- 2307868, Fax.: 0522-2307688, Email-<u>vicechairmanlda@gmail.com / chatorigalilko@gmail.com</u>

#### **Dear Sirs:**

We, the undersigned, pleased to provide our financial proposal for RFP for Food Parlours and On-Street Food Vending Spaces at Chatori Gali Between Samtamulak Chauraha and Prateek Sthal, Gomti Nagar, Lucknow.

In accordance with tender dated [Insert Date] and our Technical Proposal, our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is exclusive of Goods & Services Tax.

We also understand that the above quoted License fee shall be increased annually by 10% of the previous year license fee.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

No Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution.

#### We understand you are not bound to accept any Proposal you receive. We remain,

Yours	sincerely,
-------	------------

Authorized Signature [In full and initials]: \_\_\_\_\_\_

Name and Title of Authorised Signatory: \_\_\_\_\_

Name of Firm/ Agency:

Address:

## Annexure-7

## AFFIDAVIT

(To be given separately by each consortium member of the Bidder on Stamp Paper of Rs. 100)

I, [\_\_\_\_\_\_\_ *name of the Authorised Signatory*], Daughter/Son of [Name of Mother/Father] resident of [residential address] is the [insert designation] of the [name of the Bidder], do solemnly affirm and state as follows :

1. I say that I am the authorised signatory of [insert name of company] (hereinafter referred to as Bidder) and I am duly authorised by the Board of Directors of the Bidder to swear and depose this Affidavit on behalf of the Bidder.

2. I say that I have submitted information with respect to our eligibility for Request For Proposal (RFP) for Operation and Maintenance of Food Parlours and On-Street Food Vending Spaces (hereinafter referred to as Food Parlours and On-Street Food Vending Spaces) at Chatori Gali Between Samtamulak Chauraha and Prateek Sthal, Gomti Nagar, Lucknow published by Lucknow Development Authority/ Smarkon, Sangrahalayon, Sansthaon, Parkon Va Upvano Aadi ki Prabandhan, Suraksha Avam Anurakshan Samiti (hereinafter referred to as "LDA/Smarak Samiti") and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.

3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by LDA/Smarak Samiti to verify our credentials/ information provided by us under this Bid and as may be deemed necessary by LDA/Smarak Samiti.

4. I say that if any point of time including the License period, in case LDA/Smarak Samiti requests any further/ additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of LDA/Smarak Samiti.

5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us.

6. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

#### DEPONENT

#### VERIFICATION:-

I, the above named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed. Verified at\_\_\_\_\_\_ (place), on this the \_\_\_\_\_\_ day of 2018.

DEPONENT

#### Annexure-8

#### LIST OF USAGES BANNED/ NEGATIVE LIST

- 1. Any product / Service the sale of which is unlawful /illegal or deemed unlawful under any Indian act or legislation.
- 2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
- 3. Sale of open liquor and alcohol based drinks or beverages.
- 4. Use of plastic bags/Articles are prohibited.
- 5. Coal/ Gas based cooking strictly prohibited.

<u>Annexure-9</u> SITE PHOTOGRAPHS & SITE AERIAL VIEW







#### <u>Annexure-10</u> TENTATIVE LIST OF REPUTED FOOD BRANDS OF LUCKNOW (FBL)

- ✓ Lalla ki Biryani ✓ A Complete Juice Store ✓ A1 Bakery ✓ Lucknow Haat ✓ Aalamgeer ✓ Madhurima Sweets ✓ Aryan's Restaurant Mainland China  $\checkmark$ ✓ Awadh Biryani  $\checkmark$ Mocha ✓ Barbeque Nation Moti Mahal Restaurant  $\checkmark$ ✓ Barista Cafe  $\checkmark$ Mubeen Nihari ✓ Baskin Robin ✓ Mr Brown Bakery ✓ Bikaner ✓ Marksmen ✓ Bombay Pao-bhaji ✓ Nawab's ✓ Brij ki Rasoi ✓ Neelkanth Sweets ✓ Nescafe Coffee House ✓ Burger King ✓ C2C ✓ Open Air ✓ Pack & Chew ✓ Cappuccino Blast ✓ Chappanbhog ✓ Prakash Kulfi ✓ Chaudhary Sweet House  $\checkmark$ **Radhey Sweets** ✓ Chawla Chatpati Fish Rahim ki Nihari  $\checkmark$ ✓ Chung fa ✓ Raja Thandai ✓ Crazy Balls  $\checkmark$ Ram Asrey ✓ Dastarkhwan  $\checkmark$ Ratti Ke Khaste ✓ Exer Club ✓ Red Dragon ✓ Gloria Ice-creams ✓ Ritz Restaurant & Sweets ✓ Good Bakery ✓ Rovers ✓ GPO Ke Dahi-bade ✓ Royal Café ✓ Haldiram's ✓ Royal Sky Sagar Ratna  $\checkmark$  Ice n spice  $\checkmark$ Sakhawat Restaurant ✓ Idrees Biryani  $\checkmark$ ✓ J.J Bakers Sharma Tea Corner Shri Lassi Corner ✓ Jone Hing  $\checkmark$ ✓ Kaventars (Tea Shop) Stadium Paan  $\checkmark$ 
  - ✓ Subway

✓ King Chaat Corner

- ✓ Suravie
- ✓ The Chocolate Room
- ✓ The Sky Ragla Punjab
- ✓ Tundey Ke Kabab
- ✓ Vajpayee Ke Puri
- ✓ Wahid Biryani
- ✓ Zeeshan Biryani Corner