

# REQUEST FOR PROPOSAL

## APPOINTMENT OF CONSULTANT

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for

**Setting up of Project Management Unit (PMU) to provide Technical Support  
to  
Uttar Pradesh State Tourism Development Corporation (UPSTDC)**



### **Issued By:**

Uttar Pradesh State Tourism Development Corporation Ltd.  
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## Disclaimer

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants ("Consultants"), whether verbally or in documentary or any other form by or on behalf of the Information provided by Uttar Pradesh State Tourism Development Corporation (UPSTDC) or any of their employees or Advisers, **is provided to Applicants** on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This Request for Proposal (RFP) is an invitation by UPSTDC (referred to as the Client), to get a Technical Bid and Financial Bid from the Applicants.

This RFP is not an agreement and is neither an offer nor an invitation by the UPSTDC to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the UPSTDC in relation to the Consultancy services. Such assumptions, assessments, and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the UPSTDC, its employees, or advisers to consider the objectives, technical expertise, and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Reasonable care has been taken in its preparation and all information has been compiled in good faith. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depend 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 UPSTDC accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on the law expressed herein.

The UPSTDC, its employees, and its advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, 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, reliability or completeness 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 Selection Process.

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

The UPSTDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the UPSTDC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy services and the UPSTDC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

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## 1. Data sheet

1	<b>Name of the Bid</b>	Appointment of Consultant for Setting up of Project Management Unit (PMU) to provide Technical Support to Uttar Pradesh State Tourism Development Corporation (UPSTDC)
2	<b>Time-period of contract</b>	One year (12 months)
3	<b>Method of selection</b>	Quality-cum-Cost Based Selection (QCBS)
4	<b>Bid Processing Fee</b>	Non-refundable/Nonadjustable fee of INR 10,000 + GST 18 % (INR Ten Thousand Only + GST @ 18 %). The payment to be made in the form of RTGS/NEFT only to the account details as mentioned below: <b>NAME OF THE BANK: Canara Bank, Vipin Khand, Gomti Nagar, Lucknow</b> <b>Name of Beneficiary: U.P.STATE TOURISM DEVELOPMENT CORP. LTD.</b> <b>A/c No: 2405101008858</b> <b>IFS code: CNRB0002405</b>
5	<b>Earnest Money Deposit (EMD)</b>	Earnest Money Deposit (EMD) Refundable amount of INR 3,00,000 (INR Three lakh only). The payment to be made in the form of RTGS/NEFT only to the account details as mentioned below: <b>NAME OF THE BANK: Canara Bank, Vipin Khand, Gomti Nagar, Lucknow</b> <b>Name of Beneficiary: U.P.STATE TOURISM DEVELOPMENT CORP. LTD.</b> <b>A/c No: 2405101008858</b> <b>IFS code: CNRB0002405</b>
6	<b>Financial Bid to be submitted together with Technical Bid</b>	YES
7	<b>Name of the Client's official for addressing queries and clarifications</b>	<b>Shri. Manoj Kumar Singh (Ph:9792001857)</b> Chief Finance and Accounts Officer <b>Uttar Pradesh State Tourism Development Corporation.</b> Lucknow.
8	<b>Proposal Validity Period</b>	90 Days from Proposal Due Date
9	<b>Schedule of Bidding Process</b>	
	Date of Issue of RFP	26-12-2025
	Pre-Bid Conference	02 -01-2026, 4:00 pm.(virtual link will be shared on UPSTDC website/E-tender website by 02 -01-2026, 11:00 am)
	Last Date for receiving queries	05 -01-2026, 11:00 am
	Publication of responses to pre bid queries	07 -01-2026
	Proposal Due Date (PDD)	16-01- 2026, 2:00 pm
	Date of opening of Technical Proposal	16-01-2026, 4:00 pm
	Date of Presentation by Bidders	To be held at UPSTDC Meeting Hall (exact time and date shall be confirmed later)
	Date of opening of Financial proposal	To be informed later
10	<b>Consortium to be allowed</b>	NO
11	<b>Performance Security</b>	10% of the contract value

## 2. Instructions to Bidders

### 2.1 General instructions

#### 2.1.1 Number of Proposals and respondents

1. No Bidder shall submit more than one (1) Proposal, in response to this RFP.
2. A Bidder applying individually shall not be entitled to submit another Proposal.
3. Joint Venture/Consortium is not allowed

#### 2.1.2 Proposal preparation cost

1. The Bidders shall bear all costs associated with the preparation and submission of the Proposal. The Client will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
2. Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
3. All papers submitted with the Proposal are neither returnable nor claimable.
4. Please note that the cost of preparing a proposal and of negotiating a contract including visits to UPSTDC, if any is not reimbursable as a direct cost of the assignment.

#### 2.1.3 Acknowledgement by the Bidder

It shall be deemed that by submitting the e-Bid, the Bidder has:

1. Made a complete and careful examination of the e-Bid.
2. Received all relevant information requested from Client
3. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the e-Bid or furnished by or on behalf of Client
4. Satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all its obligations thereunder;
5. Acknowledged that it does not have a Conflict of Interest; and
6. Agreed to be bound by the undertaking provided by it under and in terms hereof

#### 2.1.4 Availability of Bid Document

This Bid document is available on the web site <http://etender.up.nic.in> 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- Bidder notice/ e-Bid document. ***The Bidders shall have to pay bid processing fee and EMD as mentioned in Data sheet*** through RTGS as given in data sheet. The scanned copy of RTGS with transaction ID certified by the same bank must be enclosed along with the e-bid. The e-bid document fee will be **non- refundable**. Bid without these in the prescribed form will not be accepted.

### 2.1.5 Right to accept and reject any or all the Proposals

1. Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
2. The Client reserves the right to reject any Proposal if:
  - i. At any time, a material misrepresentation is made or discovered, or
  - ii. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
  - iii. The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

### 2.1.6 Clarifications

1. During evaluation of e-Bid, the Client may, at its discretion, ask the Bidder for a clarification of his/her e-Bid. The request for clarification shall be in writing. If a Bidder does not provide clarifications sought under Sub-Clause 2.2.16 within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Client may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from submitting clarifications after the specified time.
2. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Client and the Project site, sending written queries to the Client. In case the Bidder seeks for any queries, he shall send letter or e-mail to the correspondence address given in Data Sheet.
3. However, the Client shall not entertain any correspondence from the Bidders during the period of e-Bid opening to selection of the successful Bidder. Any wrong practice shall be dealt in accordance with the Corrupt and Fraudulent Practices.

### 2.1.7 Amendment of the RFP

1. At any time prior to the Proposal Due Date (PDD), the Client, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-Bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned website from time to time for any amendment in the RFP document/s. The Client shall not be responsible for failure to get/download the amendments.

2. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, the Client may, at its own discretion, extend the PDD.

#### **2.1.8 Data identification and collection**

1. It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
2. It would be deemed that by submitting the Proposal, the Bidder has:
  - i. Made a complete and careful examination and accepted the RFP in totality;
  - ii. Received all relevant information requested from Client and:
  - iii. Made a complete and careful examination of the various aspects of the indicative Scope of work.
3. The Client shall not be liable for any mistake or error on the part of the Bidder in respect of the above

#### **2.1.9 General Conditions of Contract**

1. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Client on the basis of this RFP.
2. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Client. Any notification of preferred bidder status by the Client shall not give rise to any enforceable rights by the Bidder. The Client may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Client.
3. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications
4. This RFP and any resulting contract shall be governed by the laws of India, with jurisdiction at Lucknow.

#### **2.1.10 Conflict of Interest**

1. The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Bidder's team deployed at UPSTDC shall not engage in consulting activities that conflict with the interest of the Client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. The staff deployed with the Client shall be as a full time deployment exclusively with the Client. It should be the requirement of the contract that the Bidder should provide professional, objective and impartial advice and at all times hold Client's interest paramount, without any consideration for future work and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to Client, or that may place them in a position of being unable to carry out the assignment in the best interest of Client. Without limitation on the generality of the foregoing, Bidder shall not be hired, under the circumstances set forth below:



2. Conflict between assigned works and services: A Bidder that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing services related to those goods, works or services. Conversely, a Bidder concerned hired to provide services for the said event and each of its affiliates shall be disqualified from subsequently providing goods, works or services for such preparation or implementation to any other agency.
3. Conflict among assignments: Neither Bidder (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Providers.
4. Relationship with Employer's staff: Bidder (including their personnel and sub-consultants) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultants work.
5. The Bidder shall disclose to the Client in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

## **2.2 Preparation, submission, opening & acceptance of Proposal/e-bids**

### **2.2.1 Language and currency**

1. The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
2. The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).
3. The fees shall be quoted in Indian Rupees only. Please note that the remuneration which you receive from the contract will be subject to normal tax liability in India. Kindly contact the concerned tax authorities for further information in this regard if required.

### 2.2.2 Proposal validity period and extension

1. Proposals shall remain valid for a period of as mentioned in the data sheet from the Proposal Due Date ("Proposal Validity Period") and Client may solicit the Bidder's consent for extension of the period of validity, if required. Client reserves the right to reject any Proposal, which does not meet this requirement.
2. You are requested to hold your proposal valid as aforementioned for the validity period from the date of submission without changing the personnel proposed for the assignment and your proposed price.
3. In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Client may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

### 2.2.3 Bidders Queries

1. The Client invites queries from Bidders as per the details mentioned in the schedule of the bidding process of this RFP.
2. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to the Client (Word File Only) on or before last date for sending pre-bid queries as mentioned in schedule of the bidding process of this document through the e-mail of only authorized representative of the Bidder.
3. The Client shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Client.
4. The purpose of query clarification is to provide the Bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, the Client reserves the right to hold or re-schedule the Pre- Bid meeting.

### 2.2.4 Responses to Pre-bid Queries and Issue of Corrigendum

1. The Client shall provide timely response to the queries. However, the Client makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the Client undertake to answer all the queries that have been posed by the Bidders.
2. At any time prior to the last date for receipt of bids, Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
3. The Corrigendum (if any) & clarifications to the queries from all Bidders will only be uploaded on the website <https://etender.up.nic.in>
4. Any such corrigendum shall be deemed to be incorporated into this RFP.
5. In order to provide prospective Bidders reasonable time for taking the corrigendum into account,
6. The Client may, at its discretion, extend the last date for the receipt of Proposals

### 2.2.5 Rights to terminate the process

1. The Client may terminate the RFP process at any time and without assigning any reason. Client makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by the Client. The Bidders' participation in this process may result in the Client selecting the Bidder to engage towards execution of the Contract.

### 2.2.6 Format and signing of Proposals

1. The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
2. Bidders should provide all the information as per the RFP and in the specified formats. Client reserves the right to reject any Proposal that is not in the specified formats.
3. In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.
4. The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on e-Tender portal <https://etender.up.nic.in>.
5. **Along with the submission of technical and financial e-bids/Proposals on e-procurement website mentioned in this RFP, the Bidders also needs to submit two (2) hard copies of the Technical Bids at the address mentioned in the Data Sheet. In case of discrepancy between the hard copy and the online bid, the e-bid shall prevail over the hard copy. It may be noted that Bidders shall not submit the financial bid in hard copy and if in case it is done the Bidders proposal shall be rejected and shall not be evaluated further.**
6. **Please note that prices should not be quoted in the technical bid. Prices should be quoted in the financial bid only**
7. **All the documents of the Proposal under this RFP shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page.** All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal.

### 2.2.7 Submission of e-bid/Proposal

1. The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Client. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.
2. The Bidders must follow the following instructions for submission:

- i. For participating through the e-tendering 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 with U.P. Electronics Corporation Ltd. (UPLC), Lucknow if they have not done so previously.
- ii. In addition to the normal registration, the Bidder must register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
- iii. 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 DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/ Proposal submission date starts. The Client shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
- iv. The Bidder can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
- v. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- vi. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document

label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.

- vii. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal 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/Proposal documents are protected, stored and opened by concerned bid openers only.
- viii. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgment for future reference.
- ix. Client reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

### 2.2.8 Deadline for submission

E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Client may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Client and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

### 2.2.9 Late submission

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/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. 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/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

### 2.2.10 Withdrawal and resubmission of Proposal

1. At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter

- giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.
2. No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.
  3. The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.
  4. The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
  5. No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

#### **2.2.11 Verification and Disqualification**

1. The Client 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 the Client, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Client shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Client thereunder.
2. The Client reserves the right to reject any Bid and appropriate the Bid Security if:
  - a) at any time, a material misrepresentation is made or uncovered, or
  - b) the Bidder does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Bid.
3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder.

#### **2.2.12 Selection of the Bidder**

From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Client, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Client in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

### 2.2.13 Proposal opening

1. After the technical evaluation as defined in criteria for technical evaluation mentioned, the Client shall prepare a list of prequalified Bidders in terms of Section 4 for opening of their financial bid. A date, time and venue will be notified to all technically qualified Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Client will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.
2. Bidders are advised that selection shall be entirely at the discretion of the Client. Bidders shall be deemed to have understood and agreed that the Client shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
3. Any information contained in the Proposal shall not in any way be construed as binding on the Client, its agents, successors or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

### 2.2.14 Confidentiality

1. Information relating to the examination, clarification, evaluation and recommendation for the shortlisted Bidder/s shall not be disclosed to any person not officially concerned with the process.
2. After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.
3. At all-time of the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this RFP/tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

### 2.2.15 Tests of responsiveness

1. Prior to evaluation of the Proposals, Client will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
  - i. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
  - ii. It contains all information as desired in this RFP.
  - iii. Information is provided as per the formats specified in the RFP.

- iv. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Data Sheet of this RFP.
2. Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Client in respect of such Proposal.

#### **2.2.16 Clarifications sought**

To assist in the process of evaluation of Proposals, the Client may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

#### **2.2.17 Proposal evaluation**

1. Submissions from Bidders would first be checked for responsiveness as set out in Clause 2.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Eligibility Criteria set out in Clause 4.1 and 4.2 of this RFP.
2. The Proposal containing the Technical Details in Clause 4.1 and 4.2 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

#### **2.2.18 Earnest Money Deposit**

1. The Bid document should be accompanied with an Earnest Money Deposit (EMD) as mentioned in the data sheet of this document.
2. Any e-Bid not secured in accordance with above shall be treated as non-responsive and rejected by the Client.
3. For unsuccessful Bidder's EMD will be returned promptly as possible after opening of the Price Bid.
4. For successful Bidder's e-Bid EMD will be returned after submission of Performance Security and signing of the contract.
5. The EMD may be forfeited:
  - a. If 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 form.
  - b. In case of a successful Bidder, if the Bidder fails to sign the contract with the Client.

#### **2.2.19 Award Criteria**

1. The final Letter of Award (LoA) will be given to the selected Bidder who fulfils the Eligibility & Evaluation Criteria of Bids laid in Section 4 of this bid document.
2. The Client will award the contract to the successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the eligibility requirement of the bidding document.
3. In the event of non- receipt of acceptance of the LOA by the Selected Bidder by the stipulated date, Client may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Applicant, and the next eligible Bidder may be considered.



### 2.2.20 Notification of Award

1. Prior to the expiration of the period of e-Bid validity, the Client will notify the successful Bidder in writing, by letter/e-mail/fax, that its e-Bid has been accepted.
2. The notification of award will constitute the formation of the contract.

### 2.2.21 Performance Security

1. Prior to award of contract, to fulfil the requirement of performance security during the implementation period, the successful Bidder will deposit Performance Security amount equivalent to as mentioned in the Data Sheet of the financial Bid value in the form of Bank Guarantee / FDR drawn on any Scheduled or Nationalized Bank within 10 days of issuance of LoA in favour of Managing Director, Uttar Pradesh State Tourism Development Corporation valid for six months after completion of the Project.
2. The same will be released on successful completion of all the works satisfactorily. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.
3. The proceeds of the performance guarantees shall be payable to the Selected Bidder as compensation for any loss/ penalties resulting from the Selected Bidder's failure to complete its obligations under the Contract.
4. The performance guarantee will be discharged by the purchaser and returned to the Selected Bidder within 60 days following the date of completion of the Selected Bidder's performance obligations satisfactorily, including any warranty obligations under the Contract.

## 2.3 Signing of Agreement

### 2.3.1 Execution of Agreement

1. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement (Draft agreement attached separately) within 15 days from the date of issuance of LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder fails to submit the Performance guarantee and fails to sign the Agreement, their EMD shall be forfeited and Appropriated by the Client. In such an event, the Client may invite the Second Ranked Bidder for negotiations and may issue LOA to him.
2. During the tenure of the agreement, nothing shall be done by the Selected Bidder in contravention of any law, act and/ or rules/ regulations, there-under or any amendment thereof governing inter- alia customs, stowaways, foreign exchange etc. and shall keep the Client indemnified in this regard.

### 2.3.2 Indemnity

1. The Selected Bidder shall execute and furnish to the Client, a Deed of Indemnity in favour of the Client in a form and manner acceptable to the Client, indemnifying Client from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

2. Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third Party in connection with or incidental to this Contract; or
3. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/ Third Party.
4. The indemnity shall be to the extent of total contract value.

### **2.3.3 Duration of Contract**

1. The duration of the assignment shall be 12 months from the date of signing of the agreement.

### **2.3.4 Expiration of agreement**

1. Unless terminated earlier hereof, the agreement shall expire when the Services have been completed and a period of 30(thirty) days has elapsed after all payments due under the Agreement have been made.

### **2.3.5 Extension of Agreement**

1. Subject to mutual consent, the Client has the option to extend the Agreement (for a maximum period of one Year) on expiry, to avail the services of the Consultant for specific work or continuation of the work carried out during the Operative Period of Agreement without the need to go for a separate bid process on mutually agreed terms and conditions.
2. The decision on the extension will be taken exclusively by the Client keeping in consideration (a) satisfactory performance of the Consultant (b) time constraints or other serious impediments in selection of Replacement Consultancy (c) Where circumstances inescapably require taking recourse to this option.
3. All the general terms and conditions of this Agreement will be in force during the extended period of the Agreement.

### **2.3.6 Client's Obligations**

1. The Client's representative shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.
2. The Client shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include diagram/ plans and all specifications related to Services required to be provided as part of the Scope of Work.
3. The Client shall provide functional office space to the Project Team in its premises equipped with Internet and Printer etc. facilities.

### **2.3.7 Suspension of Agreement**

1. The Client may, by written notice of suspension to the Consultant, without any obligation (financial or otherwise) suspend all the payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

### **2.3.8 Termination of Contract**

#### **1. Termination for Default**

- a. The Client may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 30 days is given to the selected Bidder to rectify the breach):
  - i. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by the Client; or
  - ii. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
  - iii. If the selected Bidder, in the judgment of the Client, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
  - iv. If the selected Bidder commits breach of any condition of the Contract
- b. If the Client terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

#### **2. Termination for Insolvency**

- a. The Client may at any time terminate the Contract by giving a written notice of at least 30 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Client.

#### **3. Termination for Convenience**

- a. The Client, by a written notice of at least 30 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

- b. In such case, the Client will pay for all the pending invoices as well as the work done till that date by the Consultant.
- c. Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination.
- d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

#### **4. Termination by the Client**

- a. The Client may, by not less than 30 days written notice of termination to the selected Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
  - i. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently granted in writing;
  - ii. The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
  - iii. The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
  - iv. The selected Bidder submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the selected Bidder knows to be false;
- b. Any document, information, data or statement submitted by the Bidder in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or as the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- c. If the Client would like to terminate the Contract for reasons attributable related to the selected Bidder's performance, the government will give a rectification notice for one month to the Consultant in writing with specific observations and instructions.

#### **5. Termination by the selected Bidder**

- a. The selected Bidder may, by not less than 60 days written notice to the Client, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- i. The Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently agreed in writing) following the receipt by the Client of the selected Bidder's notice specifying such breach
- ii. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than thirty (30) days;
- iii. The Client fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
- iv. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by Client to the selected Bidder within 30 days of the Contract termination

## 6. Consequences of Termination

- a. In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), the Client shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of the Client to invoke the Performance Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available to the Client under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

### 2.3.9 Disputes Resolution

1. **Amicable Settlement:** The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

## 2. Arbitration and Reconciliation

- a. In case the dispute is not resolved as indicated in Clause 2.45, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 as may be amended from time to time. The arbitral proceedings shall be conducted by sole arbitrator that may be appointed with the consent of Parties to such dispute. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Lucknow and following are agreed:
  - i. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
  - ii. The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)
  - iii. When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

### 2.3.10 Failure to agree with Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Client may award the contract to the next best value Bidder or call for new Proposals from the interested Bidders or invoke the PBG of the most responsive Bidder.

### 2.3.11 Local Conditions

1. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and/ or the cost.
2. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award as described in the bidding document. The Client shall not entertain any request for clarification from the Bidder regarding such local conditions.
3. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, what-so-ever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by the Client. Neither any change in the time schedule of the Contract nor any financial adjustments arising there-of shall be permitted by the Client on account of failure of the Bidder to know the local laws/ conditions. The Bidder is expected to visit and

examine and study the location of Govt. offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

### **2.3.12 Special Condition for Awarding the Agreement:**

1. The Client will sign the Agreement with Successful Bidder for a period as mentioned in Duration of Contract in the document.
2. The Client may extend the Agreement for a time period beyond what has been specified in Duration of Contract in the document.
3. The Client will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
4. The Client will have the right to ask for additional Team members beyond what has been specified in this RFP.

### **2.3.13 Miscellaneous**

1. The Selection Process shall be governed by and construed in accordance with the laws of India and the Court at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
2. The Client in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to:
  - a. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection 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 the Client by, on behalf of and/or in relation to any Bidder; and/or 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.
3. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases Client, 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 herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
4. The Client shall provide (or cause others to provide) to the Consultant, promptly, the information, resources and assistance (including access to records, systems, premises and people) that the

Consultant reasonably require to perform the services under the Contract, failing which the Consultant shall not be responsible for any delay, loss or damage to the Client.

5. Any information, advice, recommendations or other content of any reports, presentations or other communications that the consultant provide under this assignment ("Reports"), are for Client's internal use only (consistent with the purpose of the particular Services) including Client's board of directors, its audit committee, or its statutory auditors.
6. The Selected Bidder shall not carry and/ or transmit any material, information, layouts, diagrams, storage media or any other goods/ material in physical or electronic form, which are proprietary to or owned by the Client, out of premises, without prior written permission from the Client.
7. The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by the Client, whichever is earliest, return any and all information provided to the Selected Bidder by the Client, including any copies or reproductions, both hard copy and electronic.
8. Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of the engagement. UPSTDC however reserve the right to review and negotiate the charges payable.
9. **Continuance of the Contract:** Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.
10. **Severance:** In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.
11. **No Claim Certificate:** The Selected Bidder shall not be entitled to make any claim, whatsoever against the Client, under or by virtue of or arising out of, the Contract, nor shall the Client entertain or consider any such claim, if made by the Selected Bidder after it has signed a "No claim" certificate in favour of the Client in such form as shall be required by it after the work is finally accepted.
12. **Relationship between the Parties**
  1. Nothing in the Contract constitutes any fiduciary relationship between the Client and Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the Client and Selected Bidder.
  2. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
  3. The Client will not be under any obligation to the Consultant's Team except as agreed under the terms of the Contract.



13. **No Assignment:** The Selected Bidder shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the Client.
14. **Survival :** The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Client notifies the Selected Bidder of its release from those obligations.
15. **Entire Contract:** The terms and conditions laid down in the Tender and all annexure thereto as also the Proposal and any attachments/ annexes thereto shall be read in consonance with and form integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.
16. **Governing Law and Jurisdiction of Courts :** This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Lucknow shall have exclusive jurisdiction over matters arising out of or relating to this Contract.
17. **Compliance with Laws:** The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.
18. **Waiver**
  - a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
  - b. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
  - c. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.
19. **Modification :** Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.
20. **Taxes:** The Bidder shall pay all taxes/charges/fees other than GST, if any, imposed on the Services under this Contract.

#### 2.3.14 Fraudulent and Corrupt Practices

1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”)

- in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the bid security or Performance guarantee, as the case maybe, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
2. Without prejudice to the rights of the Client under the above Clause and the rights and remedies which the Client may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by UPSTDC during a period of 2 years from the date such Bidder, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
  3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
    1. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of UPSTDC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;
    2. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
    3. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the Selection Process.

4. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or(ii) having a Conflict of Interest; and
5. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 2.3.15 Liquidated damages

**Liquidated Damages for error/variation :** In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Client in a reasonable manner and recovered from the Transaction Advisor by way of deemed liquidated damages, subject to a maximum of 10 % ( ten percent) the Agreement Value.

### 2.3.16 Penalty for deficiency in Services

1. In addition to the liquidated damages not amounting to penalty, as specified in Clause 2.3.15, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Client, other penal action including penalty up to 10 percent of monthly billing (up to 10 percent of contract value) or forfeiture of Performance Security or debarring for a specified period may also be initiated as per policy of the Client.

### 2.3.17 Intellectual Property Rights (IPR):

1. The Consultant shall retain ownership of all pre-existing intellectual property used in the Services. However, all intellectual property rights in deliverables (including reports, plans, software tools & methodologies) created specifically for this assignment shall vest with UPSTDC upon payment of the relevant invoices. The Consultant grants UPSTDC a perpetual, irrevocable, royalty-free license to use, modify, and reproduce such deliverables for tourism development purposes. The Consultant shall indemnify UPSTDC against any third-party IP claims arising from the Services.

### 2.3.18 Insurance Requirements

1. The Consultant shall maintain, at its own cost, professional indemnity insurance covering errors/omissions up to 20 Lakhs and public liability insurance up to INR 50 Lakhs throughout the contract term. Copies of policies shall be submitted within 15 days of award. UPSTDC shall be named

as co-beneficiary. Any claims arising from inadequate coverage shall be the Consultant's sole responsibility.

### **2.3.19 Force Majeure**

1. Neither party shall be liable for delays/failures due to events beyond reasonable control (e.g., God, War, Epidemics, and Government restrictions). The affected party shall notify the other within 7 days and take mitigation steps. The contract period may be extended by mutual agreement equivalent to the delay duration. Persistent force majeure (>30 days) allows termination without penalty.

### 3. Terms of Reference

#### 3.1 Background

UP State Tourism Development Corporation Ltd. (UPSTDC) is a 100% owned State Govt. company, incorporated under the Companies Act, 1956, owns and operates units/properties i.e. Rahi, Tourist Bungalows, Hotels, Restaurants, Parking, Ropeways etc. in the State of Uttar Pradesh.

The main objective of UPSTDC is to provide tourist accommodation, restaurants and wayside amenities to the tourists and to open recreational centres and organize package tours, ensuring promotion of tourism in the state through vigorous publicity. UPSTDC is also involved in engineering works to create tourism infrastructure in the state.

UPSTDC (the Client) has a limited in-house manpower capacity. UPSTDC therefore needs human resource and intellectual support to conceptualise, carry out necessary documentation, analyse, procure developers / implementing agencies and monitor them for development of the projects. The Client intends to select and appoint a Project Management Unit (PMU), for deployment of personnel with specific skills and experiences through this RFP to assist the Corporation in its various activities in promoting the tourism potential of the state.

#### 3.2 Objective of the Assignment

To boost utilization, enhance revenues, and unlock tourism potential, the Corporation intends to establish a **PMU** with expertise across PPP/O&M, engineering works, tourism product development, marketing, events, and project monitoring

#### 3.3 Scope of the Assignment

The selected consultant shall have to carry out the following tasks:

##### A. O&M/PPP Advisory

1. Assist UPSTDC in identifying tourism assets suitable for PPP, leasing, management contracts, or operation and maintenance arrangements, and shall prepare asset profiles and assessments for such properties.
2. Prepare pre-feasibility notes and financial analysis for the shortlisted assets, including revenue forecasts and financial viability indicators for proposed PPP/O&M models. Prepare the financial model including among others the revenue and expenditure projections, mandatory augmentation costs, accounting and tax implications etc. over the concession period. Prepare cash-flow statements for the contract period and also prepare the Revenue Model which will indicate the possible capital structure, likely sources of

financing, the costs of financing, the cash flow, debt service etc. Analyse financial viability based on key financial indicators

3. Support UPSTDC in preparing bidding documents, including Expressions of Interest (EOIs), Requests for Qualification (RFQs), Requests for Proposals (RFPs), Draft Concession Agreements, Draft Lease Agreements, and O&M Agreements, as may be required.
4. Assist UPSTDC during the bid process management by facilitating pre-bid meetings, preparing replies to bidders' queries, and assisting in the development of transparent technical and financial evaluation criteria.
5. Provide assistance to UPSTDC in the evaluation of bids and in preparing necessary evaluation reports, and shall support UPSTDC in negotiations and in finalisation of agreements with the selected bidders.
6. Provide initial handholding post award to ensure smooth transition and setup
7. Provide recommendations for improving occupancy levels, revenue generation, operational efficiency, and the utilisation of UPSTDC properties proposed under O&M or PPP arrangements.

## **B. Engineering and Technical Review**

1. Carry out review of DPRs prepared by architectural/engineering consultants engaged by UPSTDC, including review of drawings, BOQs, cost estimates, specifications, and compliance with applicable standards. Wherever required, the Consultant shall recommend improvements, cost optimizations, design modifications, and measures to enhance operational efficiency or visitor experience.
2. Provide independent advisory observations on the progress of works, adherence to timelines, and any potential risks or deviations requiring attention.
3. Review test reports, measurement books, bills, and key financial documents associated with engineering works. The Consultant shall verify major quantities and measurements on a sample basis, review the justification of cost variations or change-of-scope proposals, assess the legitimacy of extension-of-time requests, and examine contractor claims. Based on these reviews, the Consultant shall provide UPSTDC with financial and contractual recommendations, ensuring that payments, variations, and time extensions comply with approved norms, contract conditions, and principles of sound financial management.
4. Assist UPSTDC in the preparation of tender documents for works, architectural services, and related technical services, and shall provide support during the technical evaluation of such tenders in line with applicable procurement guidelines.

5. Provide technical advisory support during the conceptualisation of new tourism infrastructure projects (heritage conservation initiatives, riverfront developments, eco-tourism hubs, adventure tourism centres, craft villages, hospitality projects, interpretation centres, and other tourism infrastructure) including preparation of concept notes and indicative costing.

This function shall complement—but not replace—the roles of the Engineer-in-Charge appointed for individual projects, offering UPSTDC an independent layer of supervision and technical assurance. The PMU shall not be required to undertake responsibilities such as daily site inspection, material testing.

### **C. Tourism Product Development, Market Strategy and Offtake Enhancement**

1. To enhance the utilization and revenue of UPSTDC properties, the Consultant shall analyse the present performance of hotels, tourist bungalows, TFCs, restaurants, and other properties and recommend appropriate measures to improve occupancy, visibility, service standards, and revenue generation. The Consultant shall devise strategies for dynamic pricing, package bundling, festival pricing, seasonal promotions, and corporate tie-ups.
2. Further, the Consultant shall develop comprehensive tourism packages, combining UPSTDC properties, destinations, and experiences. The Consultant shall prepare route plans, day-wise itineraries, costing models, inclusions/exclusions, branding templates, and promotional strategies for each package.
3. Support UPSTDC in identifying potential partnerships with tourism operators, travel agents, experience providers, and other relevant stakeholders for the promotion and implementation of the proposed products and packages
4. Recommend strategies for strengthening UPSTDC's digital presence, including OTA (Online Travel Agency) integration, pricing strategies for online platforms, and improvements to website content planning, without undertaking execution of digital operations and deliver a digital transformation roadmap
5. Identify opportunities to develop new and innovative tourism products within Uttar Pradesh and develop concept notes for new and innovative tourism products, experiences, and itineraries aligned with the tourism landscape of Uttar Pradesh, including spiritual, heritage, cultural, eco-tourism, rural, and craft-based circuits.
6. Prepare concept notes for promotional campaigns, including festival-based and seasonal initiatives, to enhance visibility and tourist engagement.

PMU will provide strategy but not execute social media operations, web management, paid promotions, or digital content management. However the success of strategies developed by the PMU will be judged based on the impact of its strategies consequent to its adoption by a separate UPSTDC team or a designated agency.

**D. Events and Festivals Management Support**

1. The Consultant shall assist UPSTDC in the conceptualisation of events by preparing event concept notes, initial layouts, proposed activities, and indicative budgets.
2. The Consultant shall prepare Terms of Reference (TORs) or RFPs for the engagement of professional event management agencies, as required,

**E. Procurement and Bid Process Support**

1. Prepare EOIs, RFPs, and bid documents for various procurements undertaken by UPSTDC relating to PPP/O&M, consultancy services, infrastructure works etc.
2. Support UPSTDC in evaluating technical and financial bids received for such procurements and in preparing the necessary evaluation reports and minutes of meetings.
3. Ensure that procurement processes advised under this PMU remain consistent with the provisions of GFR, CVC guidelines, and relevant Government of Uttar Pradesh procurement procedures.

**F. Institutional Strengthening and Capacity Building**

1. The Consultant shall prepare Standard Operating Procedures (SOPs), manuals, guidelines, and policy frameworks required to standardise UPSTDC's internal processes. These may include SOPs for engineering works tendering, quality control, asset management, O&M contract monitoring, procurement, hospitality operations, digital marketing, data collection.
2. The Consultant shall support UPSTDC in improving internal reporting formats, documentation processes, and coordination mechanisms for better governance and monitoring.

**G. MIS development and Reporting**

1. Prepare Monthly Progress Reports (MPRs) summarising the progress under PPP/O&M advisory, product development, engineering review, procurement, and marketing support.
2. Assist in developing dashboards for monitoring occupancy, revenue, physical and financial progress of projects, and key performance indicators related to tourism products and assets.
3. Support UPSTDC in preparing periodic presentations and reports required for senior management and review committees.

The scope of work specified above is not exhaustive and the Consultant shall undertake such other tasks/activities as may be necessary to achieve objectives of this RFP.



### 3.4 Key Personnel Deployment for the Assignment

3.4.1 The Consultant will provide technical support to the Client through Project Management Unit (PMU). The Consultant will deploy a team of technically qualified and experienced professional who will be primarily responsible to collectively provide day-to-day support to UPSTDC. The details of the PMU engagement team along with Key personnel for on-site deployment is as mentioned below:

Sr.No.	Position	Minimum Education Qualification required	Minimum no. of years' work experience required	Minimum relevant project experience
1.	Team Leader & PPP Expert	Post-graduate degree In MBA/Economics/Finance/Urban Management	10 years	<ul style="list-style-type: none"> <li>At least three (3) projects involving PPP /O&amp;M/transaction advisory for government/PSUs</li> <li>Experience in tourism/hospitality/culture sector projects is highly desirable</li> </ul>
2.	Infrastructure Expert	Bachelors in Civil Engineering with Post graduate Degree in any stream of Civil Engineering	8 years	<ul style="list-style-type: none"> <li>Must have worked on atleast three (3) government/PSU infrastructure projects involving design review, DPR vetting, construction monitoring and supervision</li> <li>Experience in Building related construction projects desirable</li> </ul>
3.	Procurement Expert	Master's degree in Finance/Commerce/Law/Business/MBA	7 years	<ul style="list-style-type: none"> <li>Must have handled procurement/bid process management for atleast three</li> </ul>

				<p>(03) government tenders including drafting of bid documents.</p> <ul style="list-style-type: none"> <li>• Experience in bid process management in PPP/O&amp;M or infrastructure or tourism projects desirable</li> </ul>
4.	Financial Expert	Post-Graduate Degree in Finance/MBA or CA/CFA	7 years	<ul style="list-style-type: none"> <li>• At least three (03) projects involving financial modelling, cash flow analysis, financial evaluation.</li> <li>• Experience of project involving financial oversight of engineering works/DPR cost review/cost monitoring is desirable</li> </ul>
5.	Tourism Expert	Masters in Tourism Management/ Hospitality/ Marketing/ Business Administration	7 years	<ul style="list-style-type: none"> <li>• Must have worked on at least 3 tourism-sector projects related to product design/ development, destination planning, experience design, tourism marketing</li> <li>• Experience with State/Central tourism/culture departments highly desirable</li> </ul>

3.4.2 The job roles and responsibilities for each key personnel to be deployed at UPSTDC are as following:

1. **Team Leader & PPP Expert:** The Team Leader shall steer the entire PMU and ensure timely delivery of all components of the assignment. The expert shall:
  - a. Lead PPP/ O&M advisory and asset monetization processes, including feasibility assessment, model structuring, preparation of EOIs/RFQs/RFPs, bid-process management, evaluation, and support in signing agreements.

- b. Identify properties suitable for PPP/O&M models, conduct preliminary feasibility assessments, and determine the appropriate transaction structures
- c. To appraise UPSTDC with the recommend project structure, funding plan, business model
- d. Prepare the EoI/RFQ/RFP, evaluation criteria, agreements/contracts and service level frameworks
- e. Execute end to end bid process management covering pre-bid meetings, clarifications, bid evaluation, negotiation and preparation of award recommendations
- f. Guide UPSTDC on contract management, onboarding and establishing monitoring and performance frameworks.
- g. Provide strategic direction for tourism product development, market strategy, and offtake improvement.
- h. Review and provide senior-level guidance on the RFP objectives.
- i. Guide institutional strengthening, SOP development, policy inputs, and capacity building.
- j. Assist UPSTDC in interactions with investors, industry bodies, and tourism partners

2. **Infrastructure Expert:** The Infrastructure Expert shall be responsible for engineering oversight, technical evaluations related to UPSTDCs ongoing and planned infrastructure projects. The expert shall:

- a. Review designs, drawings, DPRs, BoQs, specifications, and site plans for infrastructure projects.
- b. Assess physical progress, verify quality, and flag deviations.
- c. Provide observations on construction progress, quality adherence and any deviations from approved drawings or timeline
- d. Verify compliance with engineering standards
- e. Support evaluation of contractors' claims, measurement books, bills, extension of time and variation proposals.
- f. Assist in preparing tender documents related to works and engineering consultancy assignments and assist in evaluation of bids.
- g. Assist in planning and conceptualizing new projects (hotels, wayside amenities, adventure tourism infrastructure, riverfront/tourist facilities).
- h. Ensure tourism design best practices.
- i. Provide technical inputs for PPP projects where engineering components are involved.

The above assessment shall be based periodic review of reports/photographs submitted by Client's Engineer-in-charge, with occasional site visits only for major milestones or issue verification, rather than a permanent site presence.

3. **Procurement Expert:** The Procurement Expert shall handle all procurement, contracting, and bid-process tasks for UPSTDC across PPP/O&M, infrastructure, events, and other functions. The expert shall:
  - a. Prepare and/or review EOIs, RFQs, RFPs, ToRs, tender documents, and evaluation criteria for PPP, engineering works, events, and consultancy assignments.
  - b. Manage end-to-end bid processes, including publication of tenders, conducting pre-bid meetings, issuing clarifications, managing corrigenda, evaluating bids, and preparing evaluation reports and recommendations for award
  - c. Ensure compliance with GFR, CVC guidelines, Government of India procurement rules, and Government of Uttar Pradesh procurement procedures.
  - d. Facilitate contract signing and ensure adherence to timelines and deliverables.
  - e. Support UPSTDC in contract management, including drafting contract variations, reviewing EoT requests, handling contractual correspondence, and advising on disputes or performance issues
  - f. Support the empanelment of operators, vendors, event managers, adventure tourism providers, and other service providers required for UPSTDC's operations
  - g. Design and maintain MIS dashboards for key performance indicators.
4. **Financial Expert:** he Financial Expert shall be responsible for financial feasibility, modelling, cost validation, and economic assessments related to PPP/O&M, infrastructure, and tourism initiatives. The expert shall:
  - a) Prepare financial models for PPP/O&M projects, including revenue-sharing models, lease models, viability analysis, NPV/IRR computations.
  - b) Analyse cost structures, assess financial viability of UPSTDC properties, and support tariff and pricing strategy.
  - c) Develop comprehensive revenue enhancement strategies for UPSTDC
  - d) Support evaluation of financial bids under tenders.
  - e) Provide inputs for tourism product pricing, package costing, and revenue maximization strategies.
  - f) Develop pricing models, seasonal tariffs, promotional tariff strategies and occupancy maximisation plans

- g) Review the financial sections of DPRs, validate cost estimates, assess bills on a sample basis, analyse variation orders, and monitor project expenditures against approved budgets
- h) Contribute to institutional strengthening through the development of financial MIS systems, reporting templates, and capacity-building initiatives

5. **Tourism Expert:** The Tourism Expert shall drive product development, market strategy, branding coordination, events support, and tourism promotion. The expert shall:

- a) Identify new tourism opportunities, circuits, and experiences; prepare product concepts, itineraries, and visitor experience plans.
- b) Develop strategies to improve offtake and occupancy of UPSTDC properties, including digital sales, OTA integration, branding enhancements, and package promotions.
- c) Support branding and marketing
- d) Assist in conceptualizing tourism events, festivals, cultural activities, and promotional programs.
- e) Provide sectoral insights for adventure tourism, water sports planning, and operator empanelment.
- f) Support market research, competitor benchmarking, and demand forecasting.
- g) Assist in training, capacity building, and institutional strengthening initiatives for UPSTDC staff.

The above job roles/responsibilities are only indicative. The Key Personnel/team member shall be tasked with assignments as may be necessary for successful completion of bid process for the project or to do other activities necessary to achieve objectives, which are not specifically barred under this RFP.

3.4.3 The client may require additional resources for the above positions. These resources shall be deployed by the selected bidder at rates finalized for the respective positions in the RFP. The man-month rate quoted in the financial bid shall be the ceiling rate for any subsequently required full-time personnel under the same category.

3.4.4 Over and above, subject matter specialists on need basis can be invited for providing technical inputs on man-day or man-month basis, depending upon the requirement. The Consultant shall provide such services on mutually agreed terms and conditions.

3.4.5 UPSTDC may request review /comments of any expert of the Consultant's organization on any document prepared by the PMU. The Consultant shall arrange to submit such contribution of such expert within 7 days from the date of receipt of such communication with the necessary documents from UPSTDC. No additional fee shall be paid to the consultant for reviewing and commenting on any document by an

internal expert of the Consultant's organization.

- 3.4.6 The key personnel shall have to deployed within 15 days of Letter of Acceptance or Signing of agreement whichever is earlier.
- 3.4.7 The PMU will work from the office premised provided by UPSTDC. The PMU team will function during all the working days and if required, on holidays also during exigencies
- 3.4.8 Team members should have their own laptops and other peripherals and consumables including mobile phone.
- 3.4.9 The PMU resources would be eligible to avail leaves as per their respective organization's leave policy subject to prior approval by the purchaser (which will not be unreasonably withheld). In case of leave of more than 10 continuous working days, bidders shall provide suitable replacement for this duration.
- 3.4.10 For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 30 working days in a year or more than 10 working days at one time, the consultant shall deploy a personnel of equal or higher qualification and experience under intimation to the Managing Director . In the event of the failure of the consultant to do so, deduction in the fees at pro-rata rate for the member remaining absent shall be made from the payment due.
- 3.4.11 The selected bidder is not expected to change the team from what is proposed as a part of the response to this RFP. However, if a resource needs to be changed due to unforeseen circumstances, the bidder need to give it in written to the Client and only upon agreement, the replacement may be carried out.
- 3.4.12 The Selected bidder shall be under obligation to provide the manpower services/personnel, based on the qualifications and details mentioned in the Bid Document. In case at any future date, the Client finds that the performance of any personnel is not up-to-mark or wanting, it may ask the Selected Bidder to give a replacement with similar qualifications/experience and it shall be under obligation to replace the manpower/personnel with similar qualifications/experience within one month of receipt of express written request by the Client in this regard. The supporting documents of year of experience and project exposure certificate by bidding agency and the requisite professional qualifications apart from submitting the CV for each expert member shall be submitted
- 3.4.13 The Selected Bidder shall not replace any manpower provided by them, without prior express and written consent of the Client. Any deviation in this regard shall amount to be a violation of the contract terms and may make the selected bidder liable for disqualification and blacklisting in accordance with the provisions of RFP.
- 3.4.14 In the event of any personnel resigning from the Consultant Organisation , such personnel provided by the Consultant shall be under obligation to give a minimum of one months' notice to the Consultant Organisation who shall in-turn intimate the same to the Client forthwith. The Consultant shall take all

steps to provide details of a replacement with similar qualifications/experience within the one month notice period and such replacement shall be accepted by only after written approval by the Client.

3.4.15 In the event UPSTDC does not have the requirement of one or more personnel deployed, UPSTDC shall intimate the same to the Consultant in writing. The Consultant shall withdraw such personnel within a period of 30 days from the date of receipt of such intimation. The Monthly Fee shall be paid as per actual deployment.

3.4.16 In the event, UPSTDC desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

3.4.17 The PMU shall directly report to the Managing Director, UPSTDC, LTD.

### 3.5 Deliverables

As the engagement will be PMU based consultancy work, the contractual deliverable for the Consultant will be Monthly Progress Report (MPR) submission. A format for MPR shall be developed by the Client which shall include all the works done in the previous month, list of issues./critical activities and shall involve KPIs such as number of tenders drafted, number of bid processes completed, number of works contractor claims reviewed and examined, number of properties brought into O&M/PPP, digital roadmap, customer segmentation and targeting strategy roadmap, monthly occupancy improvement, number of DPR reviews completed. Further, in respect of the scope of services and technical support desired from the Consultant, the reports/ documents/ notes to be prepared and submitted by the Consultant for each of such tasks shall be treated as deliverable too. However, the timeline for such deliverable will be mutually decided by the Nodal Agency and the Consultant taking into consideration the effort estimation, etc. The consultant shall be required to deliver on the activities mentioned in the scope of the work during the course of the assignment.

### 3.6 Payment

The payment schedule shall be monthly and based on the rate quoted in the financial bid. By 15<sup>th</sup> day of each month the PMU shall raise invoice for the monthly fee for the previous month, along with the submission of Monthly Progress Report and attendance sheet of all personnel showing days of absence, duly certified. The fees as approved under the RFP shall be paid within 15 days from the date of acceptance of the Monthly Progress Report. In case the Client fails to officially approve the MPR within 15 days of their submission, it shall be deemed accepted for the purpose of initiating the payment process. However, the first monthly fees shall be paid one month after the actual deployment of the staff at UPSTDC. Income tax as applicable shall be deducted at source from every payment towards fees

The expenses on account of travel, as per instruction of The Managing Director, UPSTDC to the PMU team members - the cost of travel, local conveyance, lodging in the host city and out of pocket expenses- shall be paid by UPSTDC, provided that the travel is made with the prior written approval of The Managing Director, UPSTDC or when the travel has been made as per the written instruction of UPSTDC. The eligibility for the travel, stay and other contingent expenditure for the deployed personnel would be as per expenses as admissible to Class I Officers of the State Government.

### **3.7 Exit Management & Handover Plan**

The Consultant shall prepare and submit an Exit Management Plan (EMP) within 30 days of contract signing, detailing knowledge transfer protocols, including training UPSTDC staff on PMU processes, archiving of documents, and transition of ongoing tasks. The EMP must ensure zero disruption to tourism projects. At least 60 days before contract expiry (or upon termination), the Consultant shall execute the EMP, handing over all assets, data, and IP to UPSTDC at no extra cost. Failure to comply shall attract liquidated damages as per Clause 2.3.15.

### **3.8 Sustainability and Inclusivity Commitments**

The Consultant shall ensure all PMU recommendations and deliverables promote sustainable tourism practices, including environmental impact assessments, heritage conservation (per ASI guidelines), and inclusivity for marginalized communities (e.g., women-led enterprises). The Consultant must comply with UP Tourism Policy 2022 and national eco-tourism standards. A sustainability checklist shall be integrated into all reports, with non-compliance reportable to UPSTDC for corrective action.



## 4. Eligibility and Evaluation criteria

### 4.1 Pre-qualification criteria

Only those bidders who satisfy the pre-qualification criteria would be considered for further evaluation. The evaluation criteria for pre-qualification is tabulated as follows:

Sr.No	Criteria	Minimum Qualification	Supporting Documents
1.	General Criteria	The Agency should be an entity incorporated/ registered under the Companies Act 2013 or a Limited Liability Partnership registered under the LLP Act 2008.	Certificate of Incorporation, PAN, GST registration certificate
2.	Technical criteria	In the last five(05) years, the Bidder should have <ol style="list-style-type: none"> <li>Completed at least one (01) long term project (minimum 1 year duration) relating to Transaction advisory/PPP/Operation &amp; Management/Asset Monetization for Central/State Government department/Undertakings/Corporations with a minimum fee of INR 1 crore</li> <li>Completed at least one (01) long term project (minimum 1 year duration) relating to infrastructure project involving DPR review, construction supervision, PMC etc for Central/State Government department/Undertakings/Corporations with a minimum fee of INR 1 crore</li> </ol>	Letter of Award/Copy of Work Order/Contract Agreement and Completion Certificate from the Client
3.	Financial criteria	Should have a minimum average annual turnover of Rs 5 crore from consulting services during last three financial years preceding the Proposal Due Date	Certificate from statutory auditor /Chartered Accountant having Unique Document Identification Number (UDIN) along with copies of the Audited financial statements for the three previous financial years
4.	Minimum Qualification and	As per clause no 3.4 of RFP	CVs of key personnel

	experience of key personnel		
5.	Debarment	The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal	Undertaking as per Form 5
6.	Failure to perform	Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder	Undertaking as per Form 6
7.	Bid document fee and EMD	The Bid document fee and EMD as specified in the Data Sheet needs to be submitted	Copy of RTGS/NEFT payment (with UTR no.) needs to be submitted as proof

#### **Notes:**

- Self-declaration documents to fulfil eligibility criteria shall be rejected.
- Projects with adequate supporting document proof will be considered. The experience claimed by the Bidder is liable to be rejected in absence of satisfactory documentary proofs.
- The Bidder is required to submit separate projects for each category of eligible assignments mentioned above.
- The bidder shall be a single entity. Consortium, academic and voluntary organizations are not eligible to participate in the selection process under this RFP.
- LoA/Work Order/Contract Agreement and Completion Certificate shall specifically mention Client Name, type or work as per experience requirement category in the scope of work/Terms of Reference, duration of Consultancy along with total project cost and clearly highlight the relevant scope/terms for evaluating the experience.
- The Applicant firms shall submit the audited financial statements of each of the last three financial years in support of its financial capacity.
- The Bidder shall provide an Auditor's Certificate having Unique Document Identification Number (UDIN) specifying the Annual Turnover from Consultancy.

- h. If the bidder does not have an Auditor, then it has to furnish the Certificate specifying the Annual Turnover from Consultancy and Net Worth from a Chartered Accountant who certifies its annual financial statements.

Only proposals of firms determined to be qualified as per the prequalification criteria will be considered for technical evaluation.

## 4.2 Evaluation

Technical Proposals which meet the minimum eligibility criteria shall be evaluated and such bidders may also be invited for making a presentation on their proposal approach & methodology. Bidders shall be intimated at least 7 days before the date of any such presentation. The Client will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/marks to be given under each of the evaluation criteria are:

Sr.No.	Technical Proposal Evaluation Parameters	Max Score	Scoring criteria
<b>1 (i)</b>	<b>Bidder Credentials : Experience</b>		<b>Max 35 marks</b>
a.	In the last 05 years, the bidder should have experience of at least one (01) long term project (minimum 1 year duration) relating to Transaction advisory/PPP/Operation & Management/Asset Monetization for Central/State Government department/Undertakings/Corporations with a minimum fee of Rs 1 crore	15 marks	5 marks for each project subject to maximum of 15 marks
b.	In the last 05 years, the bidder should have experience of at least 1 long term project (minimum 1 year duration) relating to infrastructure project involving DPR review, construction supervision etc for Central/State Government department/Undertakings/Corporations with a minimum fee of Rs 1 crore	10 marks	5 marks for each project subject to maximum of 10 marks
c.	Experience of working on projects related to tourism/hospitality/culture in Central/State Government department/Undertakings/Corporations in last 05 years	10 marks	5 marks for each project subject to maximum of 10 marks
<b>1 (ii)</b>	<b>Bidder credentials : financial capacity in last 03 financial years</b>		<b>Max 05 marks</b>

	Average annual turnover in the last 03 financial years	05 marks	> Rs 5 crore upto Rs 10 crore      3 marks > Rs 10 crore upto Rs 25 crore      4 marks Above Rs 25 crore .....      .5 marks
2.	Key Personnel Criteria.      Max 40 marks		
a.	Team Leader & PPP Expert		
	Years of Experience	8 marks	10 to 12 years of experience – 02 marks More than 12 years of experience – 03 marks
	Experience of projects involving PPP /O&M/transaction advisory for government/PSUs		03 projects to 05 projects– 02 marks More than 05 projects – 03 marks
	Experience in tourism/hospitality/culture sector projects		02 mark
b.	Infrastructure Expert		
	Years of Experience	8 marks	8 to 10 years of experience – 02 marks More than 10 years of experience – 03 marks
	Experience of government infrastructure projects involving design review, DPR vetting, construction monitoring and supervision		03 projects to 05 projects – 03 marks More than 05 projects – 04 marks
	Experience in building related construction projects		02 marks
c.	Procurement expert		
	Years of Experience	8 marks	7 to 10 years of experience – 02 marks More than 10 years of experience – 03 marks
	Experience of handling procurement/bid process management for government tenders including drafting of bid documents		03 projects to 05 projects– 02 marks More than 05 projects – 03 marks
	Experience in bid process management in PPP/O&M or infrastructure or tourism projects		02 marks
d.	Financial expert		
	Years of Experience	8 marks	7 to 10 years of experience – 02 marks More than 10 years of experience – 03 marks
	Experience of projects involving financial modelling, cash flow analysis, financial evaluation.		03 projects to 05 projects– 02 marks More than 05 projects – 03 marks
	Experience of project involving financial oversight of engineering works/DPR cost review/cost monitoring		02 marks

e.	Tourism expert		
	Years of Experience	8 marks	7 to 10 years of experience – 02 marks More than 10 years of experience – 03 marks
	Experience of working on tourism-sector projects related to product design/development, destination planning, experience design, tourism marketing		03 projects to 05 projects– 02 marks More than 05 projects – 03 marks
	Experience of projects with State/Central tourism/culture departments		02 marks
3.	Approach & Methodology Max 20 marks		
	Technical Proposal and Technical Presentation, clarity in understanding of scope of services, same getting reflected through proposed work plan and delivery approach designed to meet the engagement objectives	20 marks	20 marks

**Notes:**

- Self-declaration documents to fulfil eligibility criteria shall be rejected.
- Projects with adequate supporting document proof will be considered. The experience claimed by the Bidder is liable to be rejected in absence of satisfactory documentary proofs.
- The Bidder is required to submit separate projects for each category of eligible assignments mentioned above.
- For completed assignments, LoA/Work Order/Contract Agreement along completion certificate from the Client shall be submitted. For ongoing assignments, LoA/Work Order/Contract Agreement along with latest satisfactory performance certificate/progress certificate from the client shall be submitted.** These documents shall specifically mention Client Name, type or work as per experience requirement category in the scope of work/Terms of Reference, duration of Consultancy along with total project cost and clearly highlight the relevant scope/terms for evaluating the experience.
- The Bidder shall provide an Auditor's Certificate having Unique Document Identification Number (UDIN) specifying the Annual Turnover from Consultancy in the last three financial years. If the bidder does not have an Auditor, then it has to furnish the Certificate specifying the Annual Turnover from Consultancy from a Chartered Accountant who certifies its annual financial statements
- Proof of Educational Qualification, Proof of Work Experience / Affidavit stating the total years of work experiences, Proof of Project Experience and CV dully signed by the experts must be submitted.

In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, financial capacity, Key personnel proposed for the assignment, Bidder's approach, and methodology including presentation as above. Only those Tenderers whose Technical offer score is **60 (Sixty) marks or more** out of 100 (Hundred) marks shall qualify for further consideration and selection. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score and Financial Bids of such failed bidders will not be opened.

#### 4.3 Final evaluation of proposals

The financial e-Bids shall be opened of the bidders which score more than 60 marks in the Technical Evaluation criteria. The Bids shall be opened in presence of representative of the technically qualified Bidders who chooses to attend. The names of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened.

The Bidders shall upload the Financials in the Financial bid section of the e-Tender portal. Completely filled financial bid in xls format shall have to be submitted on the e-Tender portal.

The Bidder shall be required to quote only in Indian Rupees Man-Month rate for the personnel forming part of the PMU team, to be paid by the Client for this service/ assignment. The Bidder/s shall indicate offer amount, which should be exclusive of GST for execution of this services as per "**Terms of Reference**". The Client will pay prevalent GST as per applicable rate prevailing at time of consultant submitting Invoices for payment.

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services.

If there are conditions attached to any financial e-Bids, which shall have bearing on the total cost, the Client will reject any such e-Bids as non- responsive financial proposal. However, if the Client feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties or any such matter, the Client may do so by inviting responses in writing.

The lowest Financial Proposal (**Fm**) will be given a financial score of 100 points. The financial scores (**Sf**) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

Wherein, **Sf** is the financial score, **Fm** is the lowest Financial Proposal, and **F** is the Financial Proposal (in INR) under consideration.

#### 4.4 Evaluation & Scoring

Proposals will be finally ranked as per QCBS (Quality cum Cost Based Selection) method in accordance with their combined technical (**St**) and financial (**Sf**) scores:

$$S = (St \times Tw) + (Sf \times Fw)$$

Wherein, **S** is the combined score, and **Tw** and **Fw** are weights assigned to Technical Proposal and Financial Proposal that will be **0.70:0.30**.

Tenderers will be ranked accordingly to their Composite Scores and will be listed in the order of merit as H 1, H 2 and H 3 and so on. The top scorer (H 1) would be eligible and may be invited for negotiations (*if required*) and shall be recommended for award of work accordingly. In case of a tie (having same composite score), the bidder getting higher technical score will be ranked higher.

The decision of MD, UPSTDC as regards to acceptance/ rejection of eligibility for parties who apply will be final and binding. Notwithstanding the above UPSTDC reserves the right to accept or reject any or all bids or to annul the bidding process.

#### 4.5 Selection

The Bidder scoring the highest Total Score shall be declared as the “Selected Consultant”

#### 4.6 Award of Contract

The Selected Consultant is expected to commence the Assignment on the date specified in the Agreement

**Annexure A: Standard Forms****FORM 1: Proposal Submission Form**

(To be printed on Letter Head on Letter head of the Applicant )

To:

.....,  
.....,  
.....

**Ref: Submission of Proposal against your Tender Reference No .....**

Dear Sir,

With reference to your RFP document dated\_\_\_\_\_, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.

- 1) All information provided in the proposal and in the Appendices is true and correct.
- 2) This statement is made for the purpose of qualifying as a bidder for undertaking the Project.
- 3) I/ We will make available to the Client any additional information it may find necessary or require to supplement or authenticate the Bid.
- 4) I/ We acknowledge the right of the Client to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5) We certify that debarment by UPSTDC or Government of Uttar Pradesh (GoUP), or any of the government agencies of GoUP or other states from participating in its projects and the debarment does not subsist at the time of submission of bid.
- 6) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Client.
- 7) I/ We do not have any conflict of interest in accordance the RFP document;
- 8) 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 defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Client or any other public sector enterprise or any government, Central or State.
- 9) 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 will engage in any corrupt practice, fraudulent practice, coercive practice, and undesirable practice or restrictive practice.
- 10) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to Bid for the Project, without incurring any liability to the bidders, in accordance with the RFP document.
- 11) I/ We declare that we are not a Member of any other firm submitting a proposal for the Project.
- 12) I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a



regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

- 13) I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 14) I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Client of the same immediately.
- 15) I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Client in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- 16) In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to us prior to the proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 17) I/We have studied all the Bidding Documents carefully and also understood the scope of the project. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.
- 18) The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP and draft Agreement.
- 19) I/We offer and submit as specified Non-refundable processing fee.
- 20) I/We agree to keep this offer valid for as many days from the proposal Due Date as specified in the RFP.
- 21) I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.

Yours Sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Seal of Bidder Company

**FORM 2: Details of Bidder****(To be submitted on Letterhead of Bidder)**

- 1 a) Name:
- b) Date of Incorporation/Commencement (attach true copy of Certificate of Incorporation):
2. Brief Description of Company including details of its main line of Business
3. List of Directors:
4. Details of Individual who will serve as the point of contact/communication to Client:
  - a) Name :
  - b) Designation : :
  - c) Address :
  - d) Telephone No :
  - e) Email Address :
  - f) Fax Number :
  - g) Mob No :
5. Goods and Service Tax (GST) Registration Number (attach true copy of PAN and GST registration)
6. Particular of Authorised Signatory of Bidder:
  - a) Name :
  - b) Designation :
  - b) Address :
  - c) Telephone No. :
  - d) Mob. No :
  - e) Email Address :
  - f) Fax No :
7. Particular of contact person for this assignment:
  - a) Name :
  - b) Designation :
  - g) Address :
  - h) Telephone No. :
  - i) Mob. No :
  - j) Email Address :
  - k) Fax No :

Signature of Authorized Representative with stamp

Name

Designation

Place:

Date:

Tel No:

Email:

### FORM 3: Financial capacity of the Bidder (last three financial years)

#	Financial Year	Annual turnover from Consultancy fee (in INR)
1	2024-25	
2	2023-24	
3	2022-23	

(The audited Financial Statements for the corresponding years have to be attached.)

#### Certificate from the Statutory Auditor

This is to certify that.....(name of the Bidder) has received the payment shown above against the respective years on account of Consultancy fees/ services rendered.

Unique Document Identification Number (UDIN):

Name of the auditor issuing the Certificate:

Name of the auditor's Firm

Seal of the auditor's Firm

Date: (Signature, name and designation of the authorised signatory of the Auditor's Firm)

<Seal and stamp of the bidder>

#### \*Notes:

- The Bidder shall submit the financial turnover attested by the Statutory Auditor or a Chartered Accountant (that ordinarily audits the annual accounts of the Bidder) in case it does not have any Statutory Auditor
- The Bidder shall provide an Auditor's/ CA Certificate having Unique Document Identification Number (UDIN) specifying the Annual Turnover from Consultancy
- CA Certified Financial statements supported with Audited Financial Reports/ Balance Sheets and Profit & Loss Statements for that period will be considered

**FORM 4: Eligible Assignments of the Bidder ( in the last 5 years)**

Sr.No.	Name of the Project and location	Name and Address of Client	Description of the Project	Description of the actual service provided by the Bidder	Details of the professional staff provided by the Bidder including no. of man months	Total cost of project	Consultancy fees received as on proposal due date	Start Date (Month/Year)	End Date (Month/Year)	Present Status (Completed/Ongoing)

1. Please enclose Work order/Copy of contract agreement/letter of award and any one of the following:

- a) **For completed assignments, completion certificate from the Client shall be submitted.**
- b) **For ongoing assignments, latest satisfactory performance certificate/progress certificate from the client shall be submitted.**

2. The Bidder should provide details of only those assignments that have been undertaken by it under its own name

**Seal / Name & Signature of Authorised Signatory**

### **FORM 5: Declaration**

(Declaration for not being barred by the Central Government, any State Government, a statutory authority or a public sector)

#### **Declaration Letter for "<insert name of the RFP>"**

(To be printed on Letter Head of the Bidder)

Sir/Madam,

This is to notify you that we .....(name of the Bidder) intends to submit a proposal in response to <insert name of the RFP>, we also declare that .....(name of the Bidder) has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

---

(Signature of the Authorized Person)

Name:

Designation:

### **FORM 6: Declaration**

(Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder)

#### **Declaration Letter for "<insert name of the RFP>"**

(To be printed on Letter head of the Applicant)

Sir/Madam,

This is to notify you that .....(name of the Bidder) intends to submit a proposal in response to <insert name of the RFP>, we also declare that .....(name of the Bidder) has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

---

(Signature of the Authorized Person)

Name:

Designation:

**FORM 7: DELETED**

## **FORM 8: Understanding of TOR, description of approach, methodology, staffing schedule and work plan in responding to the terms of reference**

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing:

### **a) Understanding of ToR:**

Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs),

### **b) Technical Approach and Methodology including Presentation:**

- The consultant to explain its understanding of the objectives of the project, approach to the project, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.
- The consultants should clearly articulate the approach it would follow to develop the vision, implementation strategy and integrated infrastructure development.
- The consultant needs to explain the technical approach, tools and methodologies that they propose to adopt for envisioning, planning and implementation of various components as specified in the Scope of Work.

### **c) Work Plan and Staffing Schedule**

#### **i. Work Plan**

- The consultant should also propose and justify the main activities of the assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and key performance indicators. The Proposed work plan should be included here. More specifically Highlight how you would proceed to meet the project requirements for activities defined in the Scope of Work.
- The consultant needs to make its own analysis based upon developing the understanding of the nature of work, deliverables (including indicative deliverables as mentioned in RFP)
- Highlight tools and methodologies to be used for this effort and How would you manage the complexity of the project
- Proposed handholding during the execution of the project/task.

**ii. Staffing Schedule:** In this, the consultant should propose the structure and composition of the proposed team. The consultant should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.



**FORM 9: Team composition (Key Personnel)**

<b>Sr.No .</b>	<b>Name of Staff</b>	<b>Educational Experience</b>	<b>Length of Professional Experience</b>	<b>No. of Eligible Assignments</b>	<b>Present employment (name of firm and employed since)</b>	<b>Position Assigned</b>	<b>Task Assigned for this Project</b>

Signature .....

In the Capacity of .....

Duly authorised to sign proposal for and on behalf of .....

Date .....

Place .....

### FORM 10: Curriculum Vitae (CV) for Proposed Professional Staff

1. Name of Staff:
2. Proposed Position:
3. Employer:
4. Date of Birth:
5. Nationality:
6. Education

School, college and/or University Attended	Degree/certificate or other specialized education obtained	Date Obtained

7. Professional Certification or Membership in Professional Associations:
8. Other Relevant Training:
9. Countries of Work Experience:
10. Languages

Language	Speaking	Reading	Writing

#### 11. Employment Record:

From:	To:	

11. Detail of Tasks Assigned	12. Relevant Projects Undertaken
	Name of assignment or project: Year: Location: Client: Main project features: Position Held in the project: Activities performed:

#### Certification

I certify that

- (1) to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience;
- (2) that I am available for the assignment for which I am proposed



I understand that any wilful misstatement or misrepresentation herein may lead to my disqualification or removal from the selected team undertaking the assignment.

(Name and Signature of staff member)

(Name and Signature of Authorized Signatory)

Date and Place:

Date and Place :

**FORM 11: Financial Proposal-PART I (On Bidder's letter head)**

[Location, Date]

To: [Name and address of Client]

**Sub: Financial Bid for "Title of the project"**

**Dear Sir/Madam,**

We, the undersigned, offer to provide the services for the above in accordance with your e-Bid dated \_\_\_\_\_, and our Bid (Response to Technical Bid and Financial Bid). Our attached Financial Bid is as uploaded on ebid portal in the .XLS format [inclusive of statutory taxes, duties, and levies during the contractual period except GST which will be paid extra by UPSTDC at the rate applicable on the date of invoicing, Amount in words and figures]. We understand that the Client reserves the right to negotiate the Financial Bid for the services as a whole or for individual tasks of the services.

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e. 90 days from the date of submission of the e-Bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India. We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Signature:

Name and title of Signatory:

Name & address of the Bidder

[Date]

NAME OF THE BIDDER AND SEAL

## FORM 12- FINANCIAL PROPOSAL – PART II

Sr. No.	Particulars	Man-Month Rate (in figures) (INR)	Input Months	Total Amount (INR)
1	Team Leader & PPP Expert		12	
2	Infrastructure Expert		12	
3	Procurement Expert		12	
4	Financial Expert		12	
5	Tourism Expert		12	
6	Grand Total for Consultancy Services Fee excluding GST			
7	Grand Total for Consultancy Services Fee excluding GST (in words)			

### Notes:

- Grand Total for Consultancy Services Fee excluding GST shall be the bid variable
- GST would remain effective as per the Government Guidelines which shall be paid as per the provisions effective at the time of release of payments.
- No conditions should be attached to the Financial Proposal.
- In case of any discrepancies in the prices mentioned in the figures and words, the prices mentioned in the words would be considered as final price.
- Amount mentioned in Grand Total for Consultancy Services Fee shall be considered for the purpose of Financial Proposal evaluation.