



(Uttar Pradesh State Tourism Development Corporation-UPSTDC)

**REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR DEVELOPING  
5000 BEDDED TENTED DORMITORY ACCOMMODATION AT BLOCK A FOR  
THE PERIOD OF 24<sup>th</sup> JAN-24<sup>th</sup> MARCH 2024 AT AYODHYA**

REFERENCE: AYODHYA-2024/DORMITORY TENTED  
ACCOMODATION

**JANUARY 2024**

**Issued By**

UTTAR PRADESH STATE TOURISM DEVELOPMENT CORPORATION LIMITED

Paryatan Bhawan

C-13, Vipin Khand, Gomti Nagar,

Lucknow – 226010, Uttar Pradesh (India)

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## **Disclaimer**

The information contained in this Request for Proposals document ("RFP") or subsequently provided to the Applicant, whether verbally or in documentary or in any other form by or on behalf of Uttar Pradesh State Tourism Development Corporation (UPSTDC) or any of its employees, is provided to the Applicant on the terms and conditions set out in this RFP and other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the UPSTDC to the prospective Applicant or any other person. The purpose of this RFP is to provide Applicant with information that may be useful to them in the formulation & submission of their bids pursuant to this RFP.

This RFP may not be appropriate for all persons, and it is not possible for the UPSTDC and its employees 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. 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 may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be 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 for any interpretation or opinion on the law expressed herein.

The UPSTDC and its employees/advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statutory 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 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 howsoever 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 Applicant or to appoint the Selected Applicant as the case may be, for the job and the UPSTDC reserves the right to reject all or any of the applications/bids without assigning any reasons whatsoever.

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## **INSTRUCTION FORTENDERING**

The bidding process for this tender will be completed manually. The tender document can also be downloaded free of cost from the [www.upstdc.co.in](http://www.upstdc.co.in).

The Bidders must attach all the required documents in two separate envelop one for the technical bid and one separate envelop (for the Financial Proposal ) both these envelops should be placed in a third bigger envelop clearly marked as “RFP FOR SELECTION OF AGENCY FOR DEVELOPING 5000 BEDDED DORMITORY TENTED ACCOMMODATION AT **BLOCK A** FOR THE PERIOD OF 24th JAN-24th MARCH 2024 AT AYODHYA”

Along with technical bid, the cost of tender document and the EMD has to be submitted through RTGS or original hard copy in the form of DD.

The technical bid will be opened at the below address:

Paryatan Bhawan  
3<sup>rd</sup> Floor, C-13, Vipin Khand,  
Gomti Nagar, Lucknow – 226010  
Uttar Pradesh, India

**NOTICE INVITING TENDER**

UPSTDC invites sealed technical and financial proposals for the **‘SELECTION OF AGENCY FOR DEVELOPING 5000 DORMITORY TENTED ACCOMMODATION AT BLOCK A FOR THE PERIOD OF 24<sup>th</sup> JAN-24<sup>th</sup> MARCH 2024 AT AYODHYA.**

<b>S.No.</b>	<b>Description</b>	<b>Date/Details</b>
1.	Issue of RFP PROPOSAL document manually, the same can also be downloaded from the website www.upstdc.co.in	11-01-2024
2.	Cost of tender document	INR 11000 + 18% GST i.e. Rs. 12,980/- payable through Cash/ RTGS/Demand Draft in favor of Managing Director, Uttar Pradesh State Development Corporation.
3.	Bid Security	INR 5,00,000/- (Rupees Five Lakhs Only) payable through RTGS.  <b>Account Details for RTGS</b> Name of the Beneficiary: <b>UPSTDC Ltd.</b> Name of Bank & Branch: <b>Canara Bank, Vipin Khand, Gomti Nagar Lucknow</b> Account Number: <b>2405101006659</b> IFSC Code: <b>CNRB0002405</b> or Demand Draft in favor of Managing Director, Uttar Pradesh State Development Corporation.
4.	Bid Submission Start Date	11-01-2024
5.	Bid Submission Closing Date	13-01-2024 at 03:00 PM
6.	Opening of Tender	13-01-2024 at 04:00 PM
7.	Completion of Work	24-01-2024

**THE PLACE OF OPENING :**

Paryatan Bhawan  
3<sup>rd</sup> Floor, C-13, Vipin Khand,  
Gomti Nagar, Lucknow – 226010  
Uttar Pradesh, India

Queries, if any, proposed to be raised by the agency should be submitted to the UPSTDC in soft copy of the same shall be e-mailed to mdupstdc@gmail.com latest by 12.01.2024

## 1. SECTION 1: - INTRODUCTION

### 1.1 Background

1.1.1 Uttar Pradesh is one of the most favored states for tourists in India, with a consistent ranking amongst the top states in terms of tourist arrivals, Uttar Pradesh was ranked the 2nd state in terms of the total tourist arrivals, 2nd in terms of the domestic tourist arrivals and 3rd in terms of the foreign tourist arrivals. Uttar Pradesh, with its strong and diverse culture is home to many events and festivals.

1.1.2 Government of Uttar Pradesh (GoUP) through Uttar Pradesh State Tourism Development Corporation Limited (UPSTDC), a 100% owned State Government company, incorporated under the Companies Act, 1956 owns and operates units/properties i.e. Hotels, Wayside Amenities, Restaurants, Resorts etc. in the State of Uttar Pradesh.

At Ayodhya, UPSTDC intends to develop 5000 bedded dormitory tented accommodation at Block A for the period of 24<sup>th</sup> January to 24<sup>th</sup> March 2024 to provide quality accommodation to the tourists. This RFP PROPOSAL document is meant to select reputed agencies for providing the services to UPSTDC, for installation, operation and management of tented accommodation at Ayodhya City for a period from 24<sup>th</sup> January 2024 to 24<sup>th</sup> March 2024.

1.1.3 RFP PROPOSAL document is available at the website "www.upstdc.co.in". Interested parties may download the RFP PROPOSAL documents from the website and submit their Proposals.

1.1.4 The scope of services to be provided by the Agency are in general and the list is not exhaustive i.e. does not mention the entire incidental services required to be carried out. The services shall be provided all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. The scope of services shall be governed by the provisions of the RFP PROPOSAL and the service agreement for the work. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. The scope of services shall be as stated in **Annexure-1**.

1.1.5 The statements and explanations contained in this RFP PROPOSAL are intended to provide a proper understanding to the Bidders about the subject matter of this RFP PROPOSAL and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Agency set forth in RFP PROPOSAL or UPSTDC's rights to amend, alter, change, supplement or clarify the scope of work, the Right to be awarded pursuant to this RFP PROPOSAL or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP PROPOSAL are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by UPSTDC.

1.1.6 UPSTDC shall receive Proposals pursuant to this RFP PROPOSAL in accordance with the terms set forth in this RFP PROPOSAL/Bidding Document and any addenda issued subsequent to this RFP PROPOSAL (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by UPSTDC, and all

Proposals shall be prepared and submitted in accordance with such terms.

- 1.1.7 A 5000 bedded dormitory tented accommodation at Block A is intended to be developed along with bath & toilet facilities and provision of separate dining area.
- 1.1.8 The Proposal/Bid is invited through Single RFP document for Selection of Agency for Development of 5000 bedded dormitory tented accommodation at Block A at Ayodhya.
- 1.1.9 **The tented accommodation will be awarded as per the Least Cost (L1) based methodology described in Clause 3.4/3.5.**
- 1.1.10 The scope of services to be provided by the Agency are in general and the list is not exhaustive i.e. does not mention the entire incidental services required to be carried out. The services shall be provided in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. The scope of services shall be governed by the provisions of the RFP and the service agreement for the work. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects.
- 1.1.11 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Agency set forth in RFP or UPSTDC Ltd rights to amend, alter, change, supplement or clarify the scope of work, the Right to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by UPSTDC Ltd.
- 1.1.12 UPSTDC may at its discretion allocate installation of additional dormitory tents/beds at the rate quoted by the successful bidder.
- 1.1.13 UPSTDC Ltd shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and any addenda issued subsequent to this RFP (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by UPSTDC Ltd, and all Proposals shall be prepared and submitted in accordance with such terms.

## **1.2 Brief Description of Selection Process**

- 1.2.1 UPSTDC Ltd has adopted a single stage two envelop bidding process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The process involves qualification (the "Technical Qualification") of interested parties/ consortia who make an Application in accordance with the provisions of this RFP (the "Applicant / Bidder", which expression shall, unless repugnant to the context, include the Members of the Consortium). Prior to making an Application, the Applicant shall pay to the Authority a sum of **Rs 11,000 + 18% GST** as the cost of the RFP process (Non-Refundable).
- 1.2.2 In the Technical Qualification Stage, Applicants would be required to furnish all the information specified in this RFP. The Financial Bid of only those Applicants that are qualified in the Technical Stage and short- listed by the Authority shall be opened for



the Project. **The Applicants are, advised to visit the site and familiarise themselves with the Project.**

- 1.23 The Bid shall be valid for a period of not less than 180 days from the date specified in Clause 4 for submission of Bids (the “Bid Due Date”). The same, if required, can be extended by UPSTDC.
- 1.24 In terms of the RFP PROPOSAL, a Bidder will be required to deposit, along with its Bid, **a EMD of INR 5,00,000/- (Rupees Five Lakhs Only) (the “Bid Security”)**, refundable no later than 120 (One hundred and twenty) days from the Bid Due Date, except in the case of the Selected Bidders whose Bid Security shall be retained till it has provided a **Performance Security (of an amount equal to 5% of the contract value)** under the Service Agreement. The Bidders will have an option to provide Bid Security through RTGS. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.25 **The Technically Shortlisted bidder/s who have submitted the lowest financial quote will be awarded mandate for development of the tented dormitory accommodation.**
- 1.26 As part of the Bidding Documents, UPSTDC will provide a Draft Service Agreement and other information pertaining/ relevant to the Project available with it.
- 1.27 Bids will be invited, for the development of 5000 bedded dormitory tented accommodation at **Block A** including the procurement, installation, maintenance, operation and other incidental works as per the provisions hereof and other part of the bidding documents.
- 1.28 UPSTDC invites eligible Bidders to submit their Proposals in accordance with the terms of this RFP PROPOSAL document.

**Contact Information & Address for communication: -**

Managing Director UPSTDC, Payatan Bhawan  
3<sup>rd</sup> Floor, C-13, Vipin Khand Gomti Nagar, Lucknow – 226 010

- 1.29 Bidders are suggested to carry out, at their cost, such studies as may be required for submitting their respective Proposals for award of the Right.
- 1.2.10 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process.

**2. SECTION 2: - INSTRUCTIONS TO BIDDERS**

**2.1 Eligible Bidders**

- 2.1.1 The applicant for pre-qualification may be a single business entity the “**Single Business Entity**”) or a group of entities (the “**Consortium**”) coming together for providing services to UPSTDC. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.

**A Single Business Entity shall mean a company incorporated under Companies**

**Act, 1956/2013 or a Sole Proprietorship firm Registered under any Governmental Agency such as GST, Shop and Establishment, etc or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008.**

Note:

1. Consortium or Joint Venture is allowed to participate in the Selection Process. However, the number of the members in consortium can be maximum of 3 (three) with one member as Lead Member of the consortium.
2. If the Bidder is:
  - i. A company should furnish copy of the certificate of incorporation and memorandum & Article of Association of association, Copy of PAN and GST registration as a proof of identity.
  - ii. A registered partnership firm and a Limited Liability Partnership firm should furnish copy of Deed of Partnership, the registration certificate, Copy of PAN and GST registration as a proof of identity
  - iii. A Proprietorship firm should furnish copy of the certificate registration of Shop and Establishment, Copy of PAN and GST registration as a proof of identity
  - iv. In Case of consortium the above Applicable documents for each Members.

2.1.2 The bidder shall be evaluated in single stages with technical & financial evaluation of Proposal. The Bidder fulfilling technical criteria shall be shortlisted for opening of financial bid. The bidder should be fulfilling the following preconditions and must also submit documentary evidence in support of fulfillment of these conditions while submitting the technical bid. UPSTDC reserves the right to verify the claims made by the Bidders and to carry out the capability assessment of the bidders and UPSTDC's decision shall be final in this regard. UPSTDC may, in its absolute discretion, waive any of the conditions and / or requirements in the Tender in respect of any or all of the bidders. Loose documents shall be out rightly rejected.

**a) Qualification Criteria for bidders**

<b>Sr.</b>	<b>Qualification Criteria</b>	<b>Documentary Evidence</b>
1	The bidder should have a minimum experience of three years in conceptualizing, designing, execution, Operation and maintenance of temporary accommodation and similar works.	Work Order/Work Completion certificate to establish minimum five years of experience as per Appendix-IV. Submit copy of work order/work completion Certificate.
2	The Bidder should have achieved a <b>Minimum Annual Average Financial Turnover</b> (in equivalent temporary structure, event management, related work etc.) of <b>Rs. 2 Cr</b> in last 5 years (2018-19, 2019-20, 2020-21, 2021-22, and 2022-23).	<ul style="list-style-type: none"> <li>• Audited Financials for 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23</li> <li>• CA certificate indicating separately total annual financial turnover <b>and</b> Financial Turnover <b>from concept, design, execution, temporary structure /infrastructure, event management and similar work</b> for year (2018-19, 2019-20, 2020-</li> </ul>

		21, 2021-22, 2022-23).
3	The bidder should have executed a minimum <b>one Similar work</b> of at least Rs <b>1 Cr</b> at a single place in last Five years. (i.e. 2018-19, 2019-20, 2020-21, 2021-22, 2022-23)  <b>Similar work:</b> - should necessarily mean conceptualization, designing, execution, operation and maintenance of temporary accommodation or such large scale event management or experience in hospitality / tour operation.	The bidder shall provide work order or work completion certificate which mentions clearly the amount of work completed as well as scope of work.
4	The bidder shall submit a power of attorney authorizing the signatory of the bid to sign and execute the contract.	Power of Attorney as per the format given in <b>Appendix-VI</b>
5	The bidder shall provide PAN, GST Number.	A copy of PAN, GST Certificate.
6	The bidder shall provide a valid Bid Security acceptable to UPSTDC, of <b>INR 5,00,000/- (Rupees Five Lakhs Only)</b> has to be submitted along with bid document and Non-refundable Tender fees of <b>Rs 11,000 +18% GST- through RTGS.</b>	Tender fee and EMD details to be enclosed
7	The bidder has to submit Affidavit indicating that they have not been blacklisted by any Government Department/Organization/Corporation.	Affidavit - as per format given in Appendix V

**In case of consortium, all members should submit the entire Document as defined (above).**

After the technical evaluation is completed, UPSTDC shall notify those agencies whose proposals did not meet the minimum qualifying criteria or were considered non-responsive to the RFP and Scope of work and the financial proposals of such bidders will not be opened.

UPSTDC shall simultaneously notify the agencies that have secured the minimum qualifying criteria before the opening the financial bid.

The financial bid shall be opened subsequently; representatives of the agencies can be present during the opening if they intend to be. The name of the agencies, the technical points, and the prices quoted shall be read out by UPSTDC officials.

The successful bidder shall be the bidder quoting the lowest cost to be paid by UPSTDC. In case two or more bidder have same financial quotes the same shall be decided based on the draw of lots.

- 2.1.3 Any Agency which has been barred by the Central Government or any State Government or any entity controlled by them, from participating in any project/provision of service and the bar subsists as on the Proposal Due Date and shall not be eligible to submit a Proposal.
- 2.1.4 A Bidder should, in the last 5 (five) years, have neither failed to perform on any contract, 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/provision of service or contract nor have had any contract terminated for breach by such Bidder.
- 2.1.5 The Bidder should submit a Power of Attorney as per the format enclosed as **Appendix-VI**, authorizing the signatory of the proposal to commit the Bidder. The Proposals must be properly signed by the authorized representative (the “**Authorized Representative**”) as detailed below:
- (a) In case the sole proprietor himself is signing the Proposals, the Power of Attorney is not required to be submitted. However, if the Proposals are signed by any other person other than the sole proprietor or a duly authorized person, the Power of Attorney is required to be submitted in the format at **Appendix- VI**
  - (b) By a partner or a duly authorized person holding the Power of Attorney, in case of a limited liability partnership; or a partnership firm or
  - (c) By a duly authorized person holding the Power of Attorney, in case of a Company.
  - (d) In case the bidder is a Consortium, the other members should submit a Power of Attorney in favour of the lead member as per format at **Appendix – VI (A)**.

## 2.2 Number of Proposals

Each Bidder shall submit only one (1) Proposal for one block, in response to the RFP PROPOSAL. Any Bidder who submits or participates in more than one Proposal shall be disqualified.

## 2.3 Proposal Preparation Cost

The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the Selection Process. UPSTDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## 2.4 Right to Accept any Proposal and to Reject any or all Proposals

- 2.4.1 UPSTDC reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals at any time, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons thereof.
- 2.4.2 UPSTDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP PROPOSAL. Failure of UPSTDC to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of UPSTDC thereunder.

## 2.5 Conflict of Interest

- 2.5.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Services (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of

Interest shall be disqualified. In the event of disqualification, UPSTDC shall forfeit and appropriate the EMD as mutually agreed genuine pre-estimated compensation and damages payable to UPSTDC for, inter alia, the time, cost and effort of UPSTDC including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to UPSTDC hereunder or otherwise.

- 25.2 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- a) a constituent of such Bidder is also a constituent of another Bidder; or
  - b) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
  - c) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder.

## **2.6 Clarifications**

- 26.1 Bidders requiring any clarification on the RFP PROPOSAL may notify UPSTDC in writing and e-mail to the address before 12.01.2024. The subject line for communication must clearly bear the following:

Queries/Request for Additional Information: RFP PROPOSAL for "**SELECTION OF AGENCY FOR DEVELOPING 5000 BEDDED DORMITORY TENTED ACCOMMODATION AT BLOCK A FOR THE PERIOD OF 24<sup>TH</sup> JANUARY TO 24<sup>TH</sup> MARCH 2024 AT AYODHYA**".

- 26.2 The responses will be uploaded in the website by UPSTDC without identifying the source of the enquiry. However, UPSTDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring UPSTDC to respond to any question or to provide any clarification.
- 26.3 All clarifications and interpretations issued by UPSTDC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by UPSTDC or its employees or representatives shall not in any way or manner be binding on UPSTDC.

## **2.7 Amendments to RFP PROPOSAL**

- 27.1 At any time prior to the Proposal Due Date, UPSTDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the RFP PROPOSAL by the issuance of Addenda in the Website. Any Addenda issued would be published in the Website (s) and the same shall be binding on the Bidders.
- 27.2 In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, UPSTDC may, at its discretion, extend the Proposal Due Date.

## **2.8 Payment Schedule**

The Selected Agency shall be paid by the UPSTDC Ltd as per the payment schedule given in table below. The agency has to raise the invoice with the UPSTDC Ltd after achieving the payment milestone mentioned in the RFP. UPSTDC Ltd after due verification of the work/invoice, will make every endeavour to release the payments expeditiously.

S.No	Payment Schedule	% payable of the Total Amount
1	Installation of all the number of tents required to be set up, providing all the services as per the agreement, payment of all dues to other government agencies like Electricity & Water	20%
2	Uninstallation of tents, vacation of site, cleaning of the site and restoration of the site to original condition to the satisfaction of land owning agency.	80%

Note: The Authority at its discretion reserves the right to make more upfront payment to the Selected Agency

## A. PREPARATION AND SUBMISSION OF PROPOSAL

### 2.9 Language and Currency

The Proposal and all related correspondence and documents shall be written in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation in English language. Supporting materials that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

### 2.10 Validity of Proposal

- 2.10.1 The Proposal shall be valid for a period not less than 180 (One Eighty and Twenty) days from the Proposal Due Date ("**Proposal Validity Period**"), in the format to be provided to the shortlisted bidders at a later stage. UPSTDC reserves the right to reject any Proposal that does not meet this requirement.
- 2.10.2 Prior to expiry of the Proposal Validity Period, UPSTDC may request the Bidders to extend the period of validity for a specified additional period.
- 2.10.3 The Selected Bidder shall, where required, extend the validity of the Proposal till the date of completion of services as per scope of work.

### 2.11 Bid Security

- 2.11.1 The Bidder shall furnish a Bid Security of INR 5,00,000/- (Rupees Five Lakhs Only) (the "Bid Security") through RTGS along with bid documents. UPSTDC shall not be liable to pay any interest on the EMD so made and the same shall be interest free.
- 2.11.2 The Bid Security amount shall remain valid for a period of 180 (One hundred and Eighty) days from the Proposal Due Date, or beyond any period of extension subsequently as determined by UPSTDC from time to time. The Proposal shall be summarily rejected if it is not accompanied by the bid security.
- 2.11.3 The Bid security shall be returned to the unsuccessful Bidders after selection of the Selected Bidder.
- 2.11.4 The Bid Security shall be forfeited, if the Bidder:
- i. furnishes any information or document which is misleading or untrue in any material respect;
  - ii. engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified; and

## **2.12 Bidder's Responsibility**

- 2.12.1 It shall be deemed that prior to the submission of Proposal, the Bidder has:
- Made a complete and careful examination of terms & conditions/requirements, and other information set forth in this RFP PROPOSAL;
  - Received all such relevant information as it has requested from UPSTDC; and
  - Made a complete and careful examination of the various aspects of the Assignment.
- 2.12.2 UPSTDC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

## **2.13 Format and Signing of Proposal**

- 2.13.1 Bidders would provide all the information as per this RFP PROPOSAL in the specified format(s). UPSTDC would evaluate only those Proposals that are received in the required format and complete in all respects. Incomplete and/or conditional Proposals shall be liable to rejection.
- 2.13.2 All the documents of the Proposal under this RFP PROPOSAL 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 initialed by the person(s) signing the Proposal. The person signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal. The Proposals must be properly signed by the Authorized Signatory as detailed below:
- (a) By a duly authorized person holding the Power of Attorney, in case of a Company, Partnership Firm and Limited Liability Partnership or Consortium; or
  - (b) By the proprietor or a duly authorized person holding the Power of Attorney, in case of a sole proprietary firm.

## **2.14 Submission of Proposals**

- 2.14.1 The Bidder shall prepare 1 (one) original set of the proposal (together with the documents required to be submitted pursuant to this RFP PROPOSAL) and clearly marked as "ORIGINAL". This set should be submitted in a sealed envelopes super scribed as **"REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR DEVELOPING 5000 BEDDED DORMITORY TENTED ACCOMMODATION AT BLOCK A FOR THE PERIOD OF 24<sup>th</sup> JANUARY to 24<sup>th</sup> MARCH 2024 AT AYODHYA"**.

- 2.14.2 The documents accompanying the manually proposal(s) submitted should include:

### **"Technical Proposal", consisting of the following:**

- a. Letter of Proposal in the prescribed format at **Appendix - I**;
- b. Details of Bidder in the prescribed format at **Appendix - II**;
- c. Financial Capacity of the Bidder in the prescribed format at **Appendix - III**;
- d. Experience of the Bidder in the prescribed format at **Appendix - IV**.
- e. Self-declaration in the prescribed format at **Appendix - V** for not being black listed Power of Attorney for signing of Proposal in the prescribed format at **Appendix- VI and VI(A)**
- f. Joint Bidding Agreement, in case the bidder is a consortium, in the format at **Appendix - VII**
- g. **Appendix - IX: Affidavit**

- h. Bid Security and Document fees
- i. A company should furnish copy of the certificate of incorporation and memorandum & Article of Association of association, Copy of PAN and GST registration as a proof of identity.
- j. A registered partnership firm and a Limited Liability Partnership firm should furnish copy of Deed of Partnership, the registration certificate, Copy of PAN and GST registration as a proof of identity
- k. A Proprietorship firm should furnish copy of the certificate registration of Shop and Establishment, Copy of PAN and GST registration as a proof of identity
- l. In Case of consortium the above Applicable documents for each Members.
- m. Copy of the Bidder's duly audited annual financial reports (Balance sheet Profit and Loss Account And all the schedules)for the preceding 5 (five) Financial Years (Along with CA Certificate).

2.143 The financial proposal should be exclusive of GST as per scope of work of the Agency. The Financial Proposal should clearly indicate the financial quote for proving 5000 bedded dormitory tented accommodation. In the event of any difference between figures and words, the amount indicated in words shall prevail.

2.144 Bidders may note that UPSTDC will not entertain any deviations to the RFP PROPOSAL at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders should have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP PROPOSAL. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

2.145 UPSTDC reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bidding Documents.

## **2.15 Proposal Due Date**

2.151 Proposals should be submitted physically at the office of the Managing Director, Uttar Pradesh State Tourism Corporation on or before the Proposal Due Date as indicated, in the manner and form as detailed in this RFP PROPOSAL document. Proposals submitted by either facsimile transmission or telex or e-mail will not be accepted.

2.152 UPSTDC, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with the provisions of this RFP PROPOSAL.

## **2.16 Late Bids**

The date and time indicated in this bid document will be the time by which the tender submission activity will be allowed. Once the tender submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her tender is not submitted in time due to any reasons.

It shall be deemed that prior to the submission of the Proposal, the Bidder has:

- Made a complete and careful examination of terms and conditions/ requirements, and other information as set forth in this RFP Document;
- Received all such relevant information as it has requested from the Client, and;
- Made a complete and careful examination of the various aspects of the Project.
- The Client shall not be liable for any mistake or error or neglect by the bidder in respect of the above.



## 2.17 Withdrawal and Resubmission of Bids

- 2.17.1 At any point of time, a Bidder can withdraw his/her s submitted manually before the submission end date and time. The Bidder can resubmit his/ her s as and when required till the Bid submission end date and time. The new one bid will replace the tender submitted earlier. The payment made by the Bidder earlier will be used for revised tender and the new Bid submission summary generated after the successful submission of the revised tender will be considered for evaluation purposes.
- 2.17.2 The Bidders can submit their revised Bids as many times as possible by submitting their documents within the scheduled date & time for submission of proposal document.
- 2.17.3 No tender can be resubmitted subsequently after the deadline for submission of tender.
- 2.17.4 The Client may, in exceptional circumstances, and at its sole discretion, extent the above Proposal Due Date by issuing an Addendum

## 2.18 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising UPSTDC in relation to, or matters arising out of, or concerning the Selection Process. UPSTDC will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. UPSTDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or UPSTDC.

## 2.19 Clarifications

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

## 3. SECTION 3: EVALUATION OF PROPOSALS

### 3.1 Opening and Evaluation of Proposal

- 3.1.1 UPSTDC shall open the Proposals on the date specified in **Notice Inviting Tender**, in the presence of the Bidders who choose to attend.
- 3.1.2 UPSTDC will examine and evaluate the Proposals in accordance with the provisions set out in this **Section 3**.
- 3.1.3 To facilitate evaluation of Proposals, UPSTDC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.
- 3.1.4 Any information contained in the Proposal shall not in any way be construed as binding on UPSTDC, its agents, successors or assigns, but shall be binding against the Bidder if the Services are subsequently awarded to it under the Selection Process on the basis of such information.

### 3.2 Tests of Responsiveness

- 3.2.1 Prior to evaluation of Proposals, UPSTDC will determine whether each Proposal is

responsive to the requirements of the RFP PROPOSAL. A Proposal shall be considered responsive only if:

- i. it is received by the Proposal Due Date including any extension thereof pursuant to **clause 2.14.2**;
- ii. is received through as stipulated in **Clause 2.14**.
- iii. it is accompanied with the Bid security as set out in **Clause 2.11**;
- iv. it contains the information and documents as requested in the RFP PROPOSAL;
- v. it provides the information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by UPSTDC without communication with the Bidder). UPSTDC reserves the right to determine whether the information has been provided in reasonable detail;
- vi. it does not contain any condition or qualification; and
- vii. it is not non-responsive in terms hereof.

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

3.2.3 Bids of a single business entity which are found to be non-responsive shall be rejected.

### **3.3 Evaluation of Experience of the Bidder**

3.3.1 The Proposals received will be scrutinized to assess their eligibility based on the qualifying criteria. Those Proposals which do not meet the qualifying criteria will be rejected, forthwith, or at any stage of detection.

3.3.2 UPSTDC will finalize Agency on basis of their technical credentials. This assessment will be done by a Tender Committee.

3.3.3 The decision of selection committee shall be final/binding for selection of applicants in technical qualification.

### **3.4 Evaluation of Financial Proposals**

3.4.1 The financial bids of only those bidders which have technically qualified, shall be opened.

3.4.2 The Financial Proposals of only the Qualified Bidders shall be opened manually in the presence of the Bidder's representatives who choose to attend on the date and time intimated to the Qualified Bidders. The name of the Bidder and the proposed financial offer shall be read aloud.

3.4.3 Bids will be invited for the Project on the basis of lump-sum amount to be paid to the Agency for the Installation, Management, Operation, Services and other incidental works for the Development of Tented accommodation as per the provisions hereof and other part of the bidding documents.

3.4.4 The lump-sum amount quoted by the Bidder in the Financial Proposal shall be deemed as final amount which the Authority will be liable to pay to the Selected Bidder for Development, Operation and Maintenance of the tented accommodation complete in all respect as per the provisions of this RFP. The Authority would not pay any additional amount for any allied works, therefore, the Bidders are suggested to quote the amount considering the cost for all works as per the scope of services.

### **3.5 Selection of Bidder**

The evaluation methodology will be based on Least Cost Based Selection Method. The bidder submitting the lowest cumulative financial quote for 5000 bedded dormitory tented accommodation at Block A for the period of 24th jan-24th march 2024 at

Ayodhya will have considered to be the successful bidder and may be invited for negotiations, if required before signing of **the agreement**.

The payment of financial cost shall be paid by the Authority to the Selected Bidder on actual basis at the rate quoted by the bidder. The bidder is required to provide services to the guest (tourists/visitors) free of cost

### **3.6 Letter of Award (LOA) / Work Order**

3.6.1 After selection, a Letter of Award (the “**LOA**”) / Work Order shall be issued, in duplicate, by UPSTDC to the Selected Bidder and the Selected Bidder shall, within three working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, UPSTDC may, unless it consents to extension of time for submission thereof, appropriate the Bid security of such Bidder on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

### **3.7 Contacts during Proposal Evaluation**

Proposals shall be deemed to be under consideration immediately after they are opened and until such time UPSTDC makes official intimation of technically qualified bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties shall not make attempts to establish unsolicited and unauthorized contact by any means with UPSTDC and/ or their employees/ representatives on matters related to the Proposals under consideration after opening of the Proposals and prior to notification of the Award. If any attempt by the Bidder causing extraneous pressure on UPSTDC shall be sufficient reason to disqualify the Bidder.

### **3.8 Fraud and Corrupt Practices**

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 PROPOSAL, UPSTDC 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. UPSTDC may also, in its sole discretion, debar the Bidder (including its Associates) in participating in any of the bidding/ tender processes in the state for any time period determined by it.

**ANNEXURE-1: - Scope of Work**

**A. Scope of work for selected agency: -**

With the intent to provide quality accommodation to the tourists/visitors, UPSTDC intends to develop 5000 bedded dormitory tented accommodation at Block A for tourists/visitors at Ayodhya from 24<sup>th</sup> January to 24<sup>th</sup> March 2024. The tents should be clearly numbered for identification and convenience of the tourist/visitors. UPSTDC has identified a land parcel for installation of tents. The land parcel is the vacant land of green field township owned and developed by UP Awas Evam Vikas Parishad at Ayodhya ( located on National Highway connecting Lucknow and Ayodhya ). The site can be visited by the interested bidder in coordination with the Authority.

1. The selected agency shall be responsible for installation and management of tented accommodation being developed for accommodation of tourists at Ayodhya from 24<sup>th</sup> January 2024 to 24<sup>th</sup> March 2024. The same may be extended on mutually agreed terms at the discretion of the Authority.
2. To conceptualize the design and layout of the entire area for proper management, safety and as per applicable standards and specifications. The layout plan should be finalised in consultation with Managing Director- UPSTDC.
3. The selected agency shall provide all supporting facilities like Electricity, Plumbing, Sanitary, Drainage and exterior furnishing of the dormitory tents. UPSTDC will provide support to the agency for getting connection to the source for electricity, water. The agency will have to pay the actual bills / charges for usage of the electricity and water to the concerned department / public sector agency as per the rates prevalent at that time.
4. The selected agency shall execute the work with due respect to aesthetics, safety, theme considering to best of industry practice within given time.
5. The selected agency shall execute the Civil Works including Site cleaning, site levelling / grading, development, plumbing and other services. Proper signage for the facilities along with emergency exit plan needs to be displayed at proper locations.
6. The selected agency shall install dormitory tents with minimum one bath & toilet facility for 10 person, lobby/ reception area, adequate dining area minimum 200 person at a time along with other basic facilities (including changing room for ladies).
7. The selected agency shall manage the dormitory tent facility including furnishing, housekeeping like maintaining toilets, drinking water facilities, water supply for other works, electricity supply, area lighting cleanliness, garbage disposal, security (security towards prevention of

theft/damage of properties within tented accommodation ), up keeping of the structures etc. Efforts are to be made that “NO” plastic material is used at any stage. The Agency will dispose off Municipal / Solid Waste safely in coordination with concerning authority or agency deputed by them for the collection and disposal of municipal solid waste. All other waste, other than municipal solid waste will have to be disposed off safely by the agency himself in accordance with relevant rules.

8. Preparing of required documents & certificate to obtain from Government other approval Agency and overall coordination & follow up with Agency for getting approvals & certificates to be completed before starting the operations.
9. The selected agency should comply and obtain all statutory approvals/NOCs. Licensed electrical contractor, clearances & License from labour department, Shops & Establishments, Entertainment License as required by Law.
10. The bidders is required to make provision of wooden platform or brick platform to ensure no water clogging, subject to the requirements of the tents to be setup on the land parcel provided.
11. Service by selected agency shall also include managing tourist i.e. managing their Check in & Check out/luggage pick-ups, and other in house facilities. Agency shall depute necessary skilled & trained manpower.
12. Provision of spacious common area for basic sitting and recreation of the tourist/visitors
13. Dedicated dining area (Minimum 200 people), spacious reception with public toilet for the tourist
14. Securing the premises with peripheral fencing of atleast 8 feet height
15. Arrangement of sufficient common area and pathway lighting.
16. Dedicated public audio system
17. Provision of emergency SOS response system
18. Shall make necessary arrangement for drinking water, water supply line, overhead tank with stand etc & electric line with materials like panel board, distribution board, different size of cable, change over switch, earthing etc is the part of scope of work bidder.
19. The selected agency shall bear all the expenditure regarding getting temporary connection for water supply & electricity, all deposits, usage charges and any other chargeable expenses for above services and any other arrangement.

20. The selected agency shall arrange for DG set for 100% backup with all accessories, consumable, cabling, change over switches, panel board etc complete at his cost.
21. Fire safety and other safety measures must be followed by bidder as per prescribed rules & regulations.
22. Overall cleanliness shall be utmost important. The selected agency shall be responsible for cleaning of the septic tanks with proper disposal at its own cost. Any other charges/ statutory tolls/levies/ dues not covered above shall also be payable by bidder.
23. Managing Monkey Menace will be the responsibility of the selected bidder.
24. The bidders who technically qualifies during technical evaluation stage will be eligible for financial opening.
25. The financial bids of technically qualified bidders will be opened. Each bidder will be asked to **Quote without tax**. The bidder quoting lowest quote will be declared as successful bidder.

**NOTE:** USE OF FIRE RETARDANT MATERIALS IN MAKING ALL STRUCTURES IS MANDATORY

**B. Specification: -**

**1.1 General**

- a) Providing, erecting and maintaining Public Accommodation structure (dormitory tent) at designated locations (provided by the Authority) spread across designated area in different capacity as mutually decided with the Authority .
- b) The bidder may be required to provide the partition with octonorm walls for group of persons as instructed by the Authority based on the requirements.
- c) The tents can be a German temporary hangar made of aluminium extrusions with base plate that are anchored to the ground and covered with SRF material that is fire retardant. The hangar structure should be able to withstand wind speed upto 100 KMPH. The Hangar will be completely weatherproof and with adequate number of entry exit points including emergency exits. General lighting will be part of the hangar, hangar will be pillarless.
- d) Structure/shed shall have doors, windows and locking (lockers for the tourist /visitors) arrangements.
- e) The ground shall be sloped towards the roadside/Toilets so that water should not stagnate.
- f) Flooring of the shed shall be of non-woven synthetic carpet on the wooden platform and shall be provided all around the Structure. Further, carpeting

shall also be done from approach till the entry gate of the structure, cleanliness of carpet is the responsibility of bidder

- g) The Items in each Public Accommodation Structure shall be as follows:
- a. Folding cots – 1 per person
  - b. 50 MM Thick foam Mattress- 1 per person
  - c. PU Foam Pillow- 1 per person
  - d. Bed Sheet with Pillow cover - minimum 2 Sets per person
- h) Front Facade (Prior to installation of the facade, the design will be approved by Authority)
- i) Proposed main Entry / Exit gates at approved locations. The gates shall be Steel structures with outer face covered in plywood. The entry gates should have proper decorative lighting and depict a theme by providing flex, plastic papers. Necessary partitions are to be made for Male & Female section separately. Final elevation/looks/appearance shall be approved by the Authority. (4 nos main entry and exit gates and 2 exit gates for emergencies)
- j) First Aid counters (3mt. X 3mt. each): The First Aid counters shall be made of Octonorm partition and should have separated sections for First aid Counter. In each cabin necessary furniture including two padded chairs, one table. Proper internal lighting shall be provided. The placement of structure shall be done after getting approvals. (As per requirements of every structure)
- k) Reception counter (3m x 3 m) shall be made by the bidder in pagoda tent with tables and padded chairs along with carpets, the reception counter shall be manned at all time to maintain the records and allotment of beds. All beds should be numbered row-wise and proper directional signages should be provided to locate the bed numbers. Proper internal lighting shall be provided.
- l) The Applicant shall install fire extinguishers (5kg), sand buckets, water barrels etc. as per requirement post approval from the concerned fire department. The Applicant shall identify the locations which shall be approved by the Consultant / Committee for all the structures and for public movement areas. (As per requirement of every structure)
- m) Power Backup: The Applicant shall arrange approval from Electrical inspector for main power source as a temporary base. The Applicant shall get drawings & load approval within 05 (five) days from date of final approval of event design & drawing by the Authority. The Applicant shall be responsible for power, electrification, all type of cabling work, installation and testing of various panels, transformer, earthing etc. for general lighting within the Public Accommodation Structure. In addition the Applicant shall install adequate capacity Genset's for functioning of all electric fixtures in the Public Accommodation Structure in case of power failure.
- n) Panels and Distribution Boards: The Applicant shall be responsible for providing installing and testing of LT panels/Sub panels/ Distribution boards. It shall be responsible for all type of wiring complete with incomer ELR, circuit breakers, change and change over switches of suitable size, outgoing circuit breakers & ELCB, along with connection of incoming and outgoing cables with required size of load wires and terminations, with suitable safe Earthing for each panel/distribution board. This shall include loading, unloading and transportation from vender's store to site store including all labour work as per direction of engineer in charge. (As per requirement)
- o) Electric Wiring & Lighting: The Applicant shall be responsible for providing & erecting various types of light fixture, power plug) including par light, halogen up to 500 or 1000w, 5/15 AMP Plug point as per required) etc. This shall include various fixtures

controlled from SB/Distribution board/Panel, including wiring from panel/DB/SB to fixtures, including wires, pipes, necessary hardware material & labour as per direction of engineer in charge. Wiring shall be done with FRLS type flexible wire of 650V/1100V. The wiring shall be done as per IS 732 and IS 4648. All material used shall be FIA & ISI Approved. Lighting inside the unit with fixtures and necessary internal wiring conduit in PVC pipe with proper circuit control switches shall be provided. Fixtures shall include Tube light, LED Bulbs of 15 watts at each door, Plug point of 5 amps, Switch board's and MCB box (The par light, halogen, plug point and mobile charging points shall be installed as per requirements)

- p) The Applicant shall provide separate team of sweepers and cleaning staff for the Public Accommodation Structures and toilet areas. Adequate number of manpower to be posted
- q) The Applicant shall ensure availability of adequate purified water stations for the residents. (As per requirement of every structure)

The scope includes but not limited to providing design, layout, and theme development, engaging architects, engineers, interior designers, graphic designers, supervisors, electricians, plumbers etc. and other manpower as required.

#### **1.1.1 Operation & Maintenance:**

- a) Operation and maintenance of the Public accommodation for the entire project duration is also included in the Scope for the Bidder.
- b) All the cleaners must have necessary Personal Protective Equipment (hand gloves, shoes etc.) at all times.
- c) To ensure proper erection, standard materials and equipment should be used as and when required.
- d) Routine maintenance including prompt repairs of membrane, cracks, electric fittings, lighting, and signage inside the complex.
- e) Proper litter/garbage disposal at the location as approved by the Client should be done by the bidder.
- f) Maintenance to be undertaken as and when required.
- g) Cleanliness and disinfecting the area of the floor surface of the toilet and urinals to be done periodically.
- h) The lighting arrangement at Public accommodation shall be fully functional at all the times.
- i) Damaged parts of structure & membrane are to be replaced within 3 hrs of such event. For this purpose, it is advised that the Bidder maintains a minimum inventory of similar parts to provide prompt service.
- j) The Bidder shall provide easy access for physically challenged – ramps, railings, grab bars etc.
- k) Bed sheets and pillow covers should be regularly changed by the bidder
- l) Regular cleaning of all the areas should be done as and when required.

#### **1.2 Specifications**

##### **1.2.1 General**

- a) The Applicant shall provide and erect a fire resistant temporary dormitory tented accommodation herein after referred to as Public Accommodation Tented Structure which can be German temporary hangar is made of aluminium extrusions with base plate that are anchored to the ground and covered with SRF material that is fire



retardant. The hangar structure should be able to withstand wind speed upto 100 KMPH. The Hangar will be completely weather proof and with adequate number of entry exit points including emergency exits. General lighting will be part of the hangar.

- b) The Applicant shall do all necessary concept planning, layout, designs for Main Public Accommodation Structure including plumbing, interiors, Front Facade (Prior to installation of the facade, the design will be approved by Authority), working drawings etc. for execution of the project and for structural soundness of the Public Accommodation Structure.
- c) The concept developed should be consistent with existing/local structures and ambience of other tented accommodation.
- d) The Public Accommodation Structure shall be firmly grounded and stable against wind force, and dead- loads, considering the surrounding environment, wind force & rains. Adequate care to be taken to avoid sinking of structures in the soil/sand.
- e) The Public Accommodation Structure Hall shall be designed and executed considering adverse weather conditions
- f) The Joinery and supports should be properly engineered, firm and with good finish. No water should seep inside the Public Accommodation Structure.
- g) The Applicant shall not demolish, remove or alter structures or other facilities on the site without prior approval of the in charge
- h) Care should be taken that adequate facility for drainage and sewerage be done, any leakages reported during the event shall attract suitable penalty by the Authority.
- i) Fire precaution shall be taken care of as per the relevant sections of the relevant Fire Service Act.
- j) All the furniture should be firm, comfortable, traditional and as per functional requirements.
- k) The stages shall have to be erected on firm base. The pathways connecting platforms shall be decorated and covered with brand new decorative carpet.
- l) The Applicant shall be responsible for house-keeping of the Public Accommodation Structure for entire event duration
- m) All transportation charges including loading and unloading charges for Consumables, cleaning/Washing Reagents, Materials, Tools, Machinery/Plants and throwing of garbage outside of site premises to disposal yards / scrap yard shall be borne by the Applicant
- n) The garbage shall be collected in bags during cleaning and shall be disposed of by the Applicant outside the site area in disposal yard / scrap yard / location identified by the Applicant post approval from Authority. The Biodegradable waste and Hazardous waste shall be collected and transported in separate bins / bags as per Applicable Law / Instruction from Authority.
- o) The Water Connection at one point shall be made available to the Applicant; it shall arrange for distribution of water to toilets in the Public Accommodation Structure as per layout
- p) VIP and VVIP security related arrangements shall have to be worked out by the Applicant with the Police and relevant departments, the cost of such arrangements shall deemed to have been included in the quote by the Applicant
- q) The Aisle's at the Public Accommodation Structure must always be kept clear for the visitors.
- r) All the material shall be conforming to IS codes or as approved by the Authority.
- s) Decayed or cracked wood shall not be used

- t) Defective, cracked materials shall not be used

### **1.2.2 Electrical**

- a) All electrical materials to be used like wires, cables, switchgears, fuse switch units, metal clad switches, Insulation tap, lugs, cable glands etc. should be with I.S.I. mark.
- b) Provision of charging points for each bed need to be there.
- c) In any case, CPWD electrical specifications for material and workmanship should be followed as a minimum requirement.
- d) Where explicit specifications are not available, the work shall be executed as per the instruction of Authority.
- e) The Applicant must have Electrical License from government body
- f) The electrical work should be done in presence of electrical supervisor (approved by Government) of the Electrical License Holder contractor

### **1.2.3 Changeover switches**

Changeover switches should be properly rated and specifications are as per applicable Standards

### **1.2.4 Lighting**

- a) Each structure should have proper illumination. Within the structure, minimum lux level should be 200.
- b) Outdoor lighting fixtures should be waterproof and is better to use with I.P.55 enclosure.
- c) General Lighting should be done with outdoor type 500W or 1000W Halogen fixtures.
- d) At area like entrance where more illumination is required, Metal Halide type fixtures are preferable.
- e) Erection of Halogen fixtures should be done on H frame type towers or wooden towers of 30 ft height for 10-30 halogens or on small poles like “panjas” or “Chhatris” for 5-10 halogens or on wooden balls for 1-2 halogens.
- f) Horns or speakers can be erected on the same tower of Halogen.
- g) Each big tower should have individual power distribution board with TPN switch along with fuse.
- h) All indoor lighting fixtures should be properly fixed in line, level and with proper support.
- i) Each plug points should have properly connected earth wire.
- j) Each plug should be properly fixed.

### **1.2.5 Mains Wiring and cabling**

- a) Mains of halogen should be taken from nearest power distribution board.
- b) Size of mains should be adequate according to the circuit load.
- c) Joints in mains wiring should be insulated with ISI insulation tap. These joints should not be in contact with cloth curtains or such inflammable materials.
- d) All cable or wire joints should be in proper manner.
- e) Wiring along with cloth should be done within conduit.

- f) All cables must be armoured cables. Use of insulation damaged cables should be avoided. Minor cuts on cable insulation should be properly insulated with insulation tape.
- g) All cables must be laid underground with proper depth.
- h) All cables should be properly gladded and terminated with proper size of lugs.
- i) The Mains shall be with ISI marked PVC insulated wire with aluminium / copper conductor as specified. The size of phase and neutral shall be same, while the size of earth conductor shall be as specified in the item. The number and size of conductor shall be as specified in the item. All wires shall be single core multi-strand PVC insulated as per IS: 634 and shall be 660 V/1100V grade. All wires shall be as per colour code viz. Red for R phase, Yellow for Y phase, Blue for B phase, Black for neutral, Green for earth conductor.
- j) Necessary connections to control switchgear, MCB distribution board, plug etc. shall be made firmly as per requirement and as instructed by in-charge-electrical engineer.

#### **1.2.6 Point Wiring in Structures (Light, Bell and Plug)**

- a) The point wiring shall be confirmed to IS: 5908 - 1970. A point shall consist of the branch wiring from the branch distribution board (switch board) together with a switch as required, as far as and including the ceiling rose or socket-outlet or suitable termination. A three-pin socket-outlet point shall include, in addition, the connecting wire or cable from the earth pin to the earth stud of the branch distribution board.
- b) The installation shall generally be carried out in conformity with the requirements of the Indian Electricity Act, 1910, as amended up to date and the Indian Electricity Rules, 1956.
- c) The point wiring shall be carried out in under mentioned mix.
- d) Supply, installation, fixing of conduits with necessary accessories, junction/inspection/switch/outlet boxes.
- e) Supplying and drawing of wires of required size including insulated earth continuity wire.
- f) Supply, installation and connection of Modular switches, sockets, switch plates etc. as specified.
- g) The point shall be complete with branch wiring from the first switch board to the outlet point through other loop. Switch boards if necessary, in a circuit, conduit with accessories, junction, inspection boxes, control switch, socket outlet boxes, ceiling roses, connector etc.
- h) Unless otherwise mentioned, the system of wiring shall consist of single core 650/1100-volt grade PVC insulated wire with Aluminium /copper conductor laid through exposed surface mounted/concealed in wall and ceiling rigid PVC pipe/rigid steel conduits/PVC oval conduit/PVC casing-N-Capping/ trunking etc. as specified.
- i) The rigid PVC pipe shall confirm to IS: 9537 with minimum wall thickness of 1.5mm. The corresponding accessories shall confirm to IS: 3419. The minimum diameter of pipe shall be 20 mm.
- j) The wiring shall be as per color code viz. Red for R phase, Yellow for Y phase, Blue for B phase, Black for neutral, Green for earth, Grey for control, white for bell point and

all off wires shall be same as phase wire. The wiring shall be done in a looping manner. All looping shall be made only in switch boards.

- k) The switches and socket outlets shall be Modular type with silver-coated contacts with ISI marked IS: 3854.
- l) The Conduit run on surfaces shall be supported on metallic 1.2mm thick saddles/heavy duty PVC saddles which in turn shall securely screwed to wall or ceiling. Saddles shall be at intervals of not more than 500 mm. Fixing screws shall be with round or cheese head and of rust-proof materials. No cross-over of conduits shall be allowed. Unless it is unavoidable. The entire conduit installation shall be clean and neat in appearance.
- m) The Maximum load of each circuit shall not exceed 800 watts and maximum points of each circuit shall not exceed 10 points. Where wiring passes through wall, care shall be taken to see that wire pass very freely through protective pipe rigid steel conduit / rigid PVC pipe / porcelain tube and that the wires pass through without any twist or cross in wires, or either ends of holes

### **1.2.7 Earthing**

- a) Each Power Distribution board should have pipe Earthing.
- b) All metallic structures of the venue should be properly earthed.
- c) The Earthing of an installation shall confirm to I.E. Electricity Rules and IS-3043.
- d) The copper earth plates should be tinned before installation. The earth plates of Cast iron, having size of 30 x 30 x 0.35 cms in separate pit. Specially prepared 2.5 mtr deep with necessary to real moist earth surface. The earth pit should be provided with 38 MM dia GI Pipe 2 mtr long. Alternative layers of salt and coke shall be provided surrounding the plate.
- e) The pits shall be filled when the plates are in position and in presence of Engineer in Charge.

### **1.2.8 Health & Safety**

- a) The Applicant is responsible for ensuring that the workers comply with all applicable health & safety rules at work. The cost of such arrangements shall be borne by the Applicant. Additionally, the Applicant shall be responsible for supplying and maintaining adequate fire precaution facilities on all the Site.

### **1.2.9 Cleaning & House Keeping**

- a) The Applicant should carry out installation, upkeep and maintenance (cleaning and housekeeping) services using best quality material, disinfectants and cleaning agents. The Housekeeping and maintenance should be carried out by the Applicant in the area of the Pandal etc.
- b) The cleaning and servicing work shall be done with standard equipment using standard quality cleaning agents / consumables as per the satisfaction of the Authority. The cleaning agents required for floor cleaning / area cleaning shall be in the scope of contract and nothing extra will be paid on this account
- c) The Public accommodation with its items and various furniture is to be cleaned and to be kept neat & in hygienic condition at all times.

- d) The Daily chart for cleaning of the Public accommodation area shall be available on demand by the Applicant or the Authority
- e) The fittings and furniture installed in shall be checked in each shift and status for any damage, theft shall be hand over to next shift and be reported to Authority
- f) All workers should wear uniform and Identity Card. The uniform may be decided by the Applicant in consultation with the Authority. The employees should be supplied with adequate number (at least two sets) of uniforms by the Applicant at its own cost. The workmen should use these uniforms in clean condition and properly pressed.

### 1.3 Team

The Bidder will provide relevant workforce in sufficient numbers. The key team shall constitute of the members as defined below:

<b>S. No</b>	<b>Position</b>	<b>Min number</b>
1	Project Manager	1
2	Construction Supervisor/Engineer in charge	1
3	Security Guards	2 per 200 people per shift for 2 shifts of 12 hours each
4	Electrician	1 per 500 people
5	Housekeeping	4 (for group of 250 persons) & 6 (for group of 500 persons) per Structure per shift for 2 shifts of 12 hours each

The bidder shall submit a detailed manpower plan along with contact details for operation and maintenance.

The Bidder shall deploy/nominate Project Manager. The Project Manager shall not be changed during the contract period. If the Bidder wants to change the Project Manager under unavoidable circumstances, the same shall be done only after approval from the UPSTDC ( also referred to as Client /Authority).

If the Client asks the Bidder to remove a person who is a member of the Bidder's staff or his/her workforce stating the reasons, the Bidder shall ensure that the person leaves the Site within two days and has no further connections with the work in the Contract.

Bidder has to make arrangements for deployment of Carpenter, Electricians, Plumber etc as per the requirement onsite at his own expense. Further, list of all such deployment shall be provided to Authority after issuance of LOA.

Sufficient number of labour for erection of Hanger has to be deployed by the bidder at his own expense.

1. The quality of design, workmanship and service shall be as per industry practice.
2. Defective, cracked or torn materials shall not be used.
3. All dormitory Tents shall be firmly grounded and stable against wind force and dead loads. Considering the surrounding environment & wind force & rains.
4. Tents shall be designed and executed considering adverse weather conditions.
5. Joinery and supports should be properly engineered, firm and with good finish.
6. Water flow and pressure should be uniform in toilets of each tent.
7. All dormitory Tents shall have good quality furniture, fixtures & fittings. The furniture, fixtures & fittings should as per good industry practice and conformity to ISI. (Bed, Mattress, Pillow, Bed sheets, Towels, Chairs, Writing Desk, Note Pad with Pen, Chappal/sleeper pair, Bucket, Mug, Hanger, cold water / warm water supply (Geyser), Fire extinguisher, WC & Bath, Flush cock / tank, wash basin, mirror, Tumbler, Towel Rod, Napkin Holder, Toilet paper roll with roll handler)
8. Fire precaution shall be taken care of,
9. All the furniture should be firm, comfortable, traditional and as per functional requirements.
10. **Visitor reception / WaitingArea:** - The Agency will be required to develop a Visitor Reception / Waiting area with adequate capacity. The Visitor reception / Waiting Lounge should be braced and tied M.S. Steel structure with outer face covered with white/coloured cloth, Roof covered with coloured waterproof and fire-retardant

fabric/standard quality SRF PVC material, ceiling with white fabrics. Carpet, general lighting, Newspapers & Tourism related magazines (will be suggested by UPSTDC Ltd), necessary sitting arrangement furnishing like sofas, center tables, chairs, dustbins, drinking water facilities etc. Adequate number of reception counter and manpower should be there to attend to the guests so that one should not wait for more than 5 minutes for receiving any assistance.

11. **Dining Area:** - The Agency will be required to provide Dining area with seating capacity for atleast 200 persons at a single time. The dining area should be a braced and tied steel structure, roof covering and wall covering with fire retardant material. Interior work as per the usage and purpose of area. General lights, carpet, adequate openings, water supply, wash area and necessary sitting arrangements with complete furnishing as per good industry practices.
12. **Fencing:** The Agency will be required to fence the entire compound area of the assigned Block with proper camouflaging with CCTVs for complete coverage of the block and Internal areas
13. **Infrastructure – Pathway / Walkway / Entry & Exit Gate:** - Provision of internal paved pathway with kerbing between structure and approaches to tent areas for public movements of 3-4 m width. Necessary sand bedding and filling of joints should be accurate with kerbing. Decorative light poles along the pathways at pathways at particular distances are to be provided in entire venue for proper movement. Single entry & exit gate of dimensions 20 feet width x 16 feet height x 5 feet depth. The entry & exit gate and the overall ambience of area has to be decorated on the Awadhi Theme.
14. **Parking Area:** - Proper parking arrangement should be made including development of approaches, lighting arrangement and general PA system will be required for each block.
15. **GI Sheet and MS Pipe barricading:** - GI Sheet barricading covered with white /decorative cloth on both side with proper structural support and stable enough to withstand self-loads, may be provided. The barricading should be done in such a manner that it should not restrict the beauty. The barricading shall be in proper alignment, plumb with uniform height. Necessary View Cutters have to be set up wherever required to restrict unpleasant views.
16. **Signage / Way Findings:** - Directional signage using Flex, painted ply cutouts along the pathways with readable font size in English & Hindi.
17. **Floor Covering:** - The said land parcel will be generally a levelled land parcel, but not compacted. The bidders are suggested to visit the area and assess the requirement. In case, it is required, then the requisite area may be covered with new jute or agro net in double layer, so as to make the venue dust free. Non-woven carpets of best quality should be laid without crease and shall be in line and level, as per the requirements.
18. **Water Supply and Drainage:** - The water supply line and drainage is available upto the road adjacent to the land parcel. The selected bidder has to make necessary arrangements for water connection and supply within the land parcel for toilet, wash area, service area, cooking area through pipes. The agency has to pay the user charges to concerning authority. The water may be stored in to PVC water tanks of adequate capacity, rested on elevated structure. The agency should ensure adequate drainage facilities for connecting it to the nearest available sewer manhole.
19. **House Keeping / Cleaning:** - House Keeping for the entire area of the Tented accommodation including the tented accommodation. The Agency must consider all tools, equipment's, consumables, dustbins & service staff from mobilization to demobilization etc. The Agency has to make adequate arrangement of Sweepers for general cleaning the entire area, garbage disposal, cleaning of fooding area & toilet cleaning and skilled manpower like electrician, plumber, technician etc.
20. **Fire Fighting System:** - Fire extinguishers, sand buckets, water barrels etc. as per requirements.
21. **Insecticides:** - Providing and spraying insecticides.
22. It will be responsibility of agency to maintain clean and hygienic condition in the tented accommodation area. The agency will install adequate number of dust-bins with Swachh Bharat Branding at different location in the tent accommodation.

23. The quality, workmanship and service shall be as per industry and laws practiced.
24. Defective, cracked or torn materials shall not be used.
25. All Tents shall be firmly grounded and stable against wind force and dead loads. Considering the surrounding environment & wind force & rains.
26. Tents shall be designed and executed considering adverse weather conditions.
27. Joinery and supports should be properly engineered, firm and with best possible finish.
28. Water flow and pressure should be uniform in toilets of each tent.
29. All the furniture should be firm, comfortable, traditional and as per functional requirements.
30. Agency is advised to depute a suitable team to visit the site to fully understand the job. The site visits shall be entirely at bidder's own expense.
31. The agency shall maintain ecological balance by preventing water pollution, defacing of natural landscape or any other disturbance to ecology.
32. It shall be the sole responsibility of the agency to adopt all the safety measures & deploy personnel who are adequately trained in safety.
  - a. If any accident occurs due to operations or due to negligence on the part of the Agency's personnel it shall be the full responsibility of the Agency.
  - b. The agency indemnifies and holds GoUP harmless from and against all liabilities, losses, claims, damages, costs and expenses that may be incurred by or asserted against any such party / authority or any liability accrued by the agency for the assignment.
40. A reasonable proportion of the agencies superintending staff shall have a working knowledge of English and/or Hindi language.
41. The agency shall not sub-contract any part of his obligation to any third party without prior approval of the UPSTDC Ltd.
42. The agency shall collect the visitor's feedback related to the services/facility etc. The agency shall handover such data as and when required by UPSTDC Ltd.
43. Where explicit specifications are not available the work has to be executed as per the instructions of the UPSTDC Ltd.
44. All transportation charges including loading and unloading charges for consumables, cleaning/washing reagents, materials, tools, machinery/plants and garbage removal outside the premise to disposal yards etc.
45. The Bio Degradable waste and Hazardous waste shall be collected and transported in separate bins / bags as per applicable law / Instruction from UPSTDC Ltd.
46. UPSTDC Ltd reserves the right to ask the selected bidder to install lesser or more number of tents than those stated in the RFP document. In such situation the payment to the bidder shall be made for such lesser or the more number of tents installed on pro-rata basis. The common facilities like restaurant and reception will remain same. However, the Authority will notify the exact number of tents to be set up.
47. The agency will clear the site on possession and hand over back the site once the event is over in to pre-event condition within seven days of the completion of event
48. Adequate arrangements have to be made for especially-abled and blind residents of the tent accomodation.
49. The agency has to setup a medical center with all first-aid provisions. The agency will responsible for providing manpower in the medical center.
50. The temperature inside each tent should be maintained between 25 -35 degree Celsius.
51. Each tent has to be allotted a unique number for identification and allotment

**C. Other terms & conditions: -**

1. **Agency is advised to depute a** suitable team to visit the site to fully understand the job. The site visits shall be entirely at bidder's own expense.
2. The agency shall maintain ecological balance by preventing water pollution, defacing of natural landscape or any other disturbance to ecology.
3. It shall be the sole responsibility of the agency to adopt all the safety measures & deploy personnel who are adequately trained in safety.
  - a. If any accident occurs due to operations or due to negligence on the part of the Agency's



- personnel it shall be the full responsibility of the Agency.
- b. The agency indemnifies and holds UPSTDC harmless from and against all liabilities, losses, claims, damages, costs and expenses that may be incurred by or asserted against any such party / authority or any liability accrued by the agency for the assignment.
  4. A reasonable proportion of the Agency superintending staff shall have a working knowledge of English and/or Hindi language.
  5. The agency shall not, otherwise than in accordance with the statutes, ordinances and government regulations or orders for the time being in force, impart, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.
  6. The agency shall not have, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.
  7. The agency shall not sub-contract any part of his obligation to any third party without prior approval of the UPSTDC.
  8. The agency shall collect data related to tent occupancy, tourist feedback related to services/facility, etc. The bidder shall handover such data to UPSTDC, as and when required by UPSTDC for verification.
  9. The bidder shall have to liaison, arrange for and bear the cost of arranging Fire Fighters, utilities, etc through concern authorities, utility providers, etc.
  10. The sewerage shall have to be connected to nearest available sewer manhole/ soak pit. Emptying soak pits on daily basis or as per requirements including entire system pertaining to cottages, dormitories, tents & other relevant structures, dining hall etc (by mechanical means only) & disposal; maintenance of same and cleanliness of is scope of work of bidder.
  11. The Agency shall be required to follow the instruction as provided by UPSTDC/ Managing Director, UPSTDC.
  12. Where explicit specifications are not available the work may have to be executed as per the instruction of Managing Director, UPSTDC.
  13. Agency shall take all necessary safety measures to work where required and also maintain first aid arrangements for emergency.
  14. UPSTDC would provide Marketing support to the bidder.
  15. If the Agency fails to deliver required work as per agreed schedule or quality, UPSTDC can appoint other Agency for the services / assignment or forfeit bid security.
  16. All transportation charges including loading and unloading charges for Consumables, cleaning/Washing Reagents, Materials, Tools, Machinery/Plants and throwing of garbage outside of site premises to disposal yards / scrap yard shall be borne by the agency.
  17. The garbage shall be collected in bags during cleaning and shall be disposed of by the contractor outside the site area in disposal yard /scrap yard /Location identified by agency and getting prior approval from competent authority from UPSTDC
  18. The Bio Degradable waste and Hazardous waste shall be collected and transported in separate bins / bags as per applicable law / Instruction from competent authority / Managing Director UPSTDC.
  19. Solid Waste disposal system should be connected to all sewers / soak pit which developed at venue or disposed off through suitable system with consultation with competent authority/ Managing Director UPSTDC.
  20. The agency shall ensure proper safety and security of the assets, manpower and guests.
  21. Documentation report and summary report of the stall along with the photographs should be compiled and submitted to UPSTDC after the event is over.

22. The agency shall be responsible for dismantling & removal of the tents and other structures and cleaning the area after completion of the event.
23. Proper provisions for physically challenged persons needs to be incorporated while implementing the project.
24. The agency shall distribute the promotional/tourism material (of tourist places of Uttar Pradesh State) to guests.
25. **LIQUIDATED DAMAGES:** In the event of contractor's failure to complete the work and providing various services within the specified time, the UPSTDC may, without prejudice to any other rights hereunder, recover from the supplier, as Liquidated Damages, subject to a maximum sum of the contract price and shall be recovered by appropriation from the Performance Security or otherwise.
26. **Termination by Default:** UPSTDC reserves the right to terminate the contract of any agency in case of change in the Government procedures or unsatisfactory services.
27. **Risk – Purchase Clause:** If the Bidder, after submission of RFP and the acceptance of the same, fails to abide by the Terms and Conditions of the RFP document or fails to complete the work within the specified time or at any time repudiates the contract, the UPSTDC will have the right to:
  - a) Forfeit the EMD.
  - b) Invoke Security Deposit/Performance Bank Guarantee
  - c) In case of completion through alternative sources and if price is higher, the contractor will pay the balance amount to UPSTDC.
  - d) For all purposes, the work order accepted by the bidder and issued by UPSTDC will be considered as the formal contract.

## **28. Force Majeure**

### 1. Definition

- a) For the purposes of this RFP, " Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a Party's performance of its obligation hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to changes in Applicable Law, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include:
  1. Any event which is caused by the negligence or intentional action of a party or such party's employees, nor
  2. Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the execution of this Agreement, and (ii) avoid or overcome in the carrying out of its obligations hereunder.

### 2. No Breach of RFP/Agreement

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this RFP/Agreement in so far as such inability arises from an event of Force Majeure provided that the party affected by such an event has taken all reasonable alternative measures, all with the objective of carrying out the terms and conditions of this RFP/Agreement.

### **3. Measures to be Taken**

- a) A Party affected by an event of Force Majeure shall take appropriate action to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- a) A Party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- b) The Parties shall take all reasonable measures to minimize the consequence of any event of Force Majeure.

#### **4. Consultation**

Not later than seven (7) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

#### **29. Termination of the Agreement**

The Agreement pursuant to this RFP shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as per the Clause (i) & (ii) below:

- i. The Agreement may be terminated if the Selected Agency is in breach of any of its obligations under the Agreement and the breach has not been remedied within Twenty-one (21) days (or longer period as UPSTDC may allow) of the intimation to the Party in breach requiring the breach to be remedied.
- ii. In case of any delay / non-performance of the deliverables by the agency, the provisions of liquidated damages shall become applicable.

The communication of termination of this Agreement shall be by means of written notice ("Termination Notice")

#### **30. Responsibilities and Obligation of the Agency**

The Agency shall:

- a) Provide the Services in accordance with RFP;
- b) Exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature the entire document submitted by agency duly certified by qualified personal.
- c) Be bound to comply with any written direction of UPSTDC to vary the scope sequence or timing of the Services; and
- d) Use all reasonable efforts to inform itself of UPSTDC requirements for the Deliverables for which purpose the Agency shall consult UPSTDC throughout the performance of the Services.

The project structure shall be based on the general guidelines of the Central/State Government duly supported by documentary evidence/ circular/ notification etc.

#### **31. Compliance with Laws**

The Agency shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect

hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

### **32. Transfer Or Assignment**

Agency shall not assign its interests in the Agreement without the prior written consent of the UPSTDC. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

### **33. Dispute Resolution**

Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement between the Parties and so notified in writing by either Party to the other (the "Dispute") such dispute or difference or claims of any kind arises between the Authority and the Bidder in connection with "**DEVELOPING 5000 BEDDED DORMITORY TENTED ACCOMMODATION AT BLOCK A FOR THE PERIOD OF 24<sup>TH</sup> JANUARY TO 24<sup>TH</sup> MARCH 2024 AT AYODHYA**", interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of this Agreement, or the rights, duties or liabilities of any Party under this Agreement, whether before or after the termination of this Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them. The Director General (DG) of Uttar Pradesh Tourism or their nominee of the Authority will be the highest authority to resolve any sort of dispute.

### **34. Redressal of Public Grievances**

The Selected Agency shall maintain a complaints office at the Project Facility (dormitory tented accomodation) where it shall keep a register (the "Complaint Register") open to the officials of the Authority and Users at all times for recording of complaints by such persons (the "Complainant"). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Selected Agency at the Project Facility so as to bring it to the attention of all Users.

The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Selected Agency. Immediately after a complaint is registered, the Selected Agency shall give a receipt to the Complainant stating the date and complaint number.

Without prejudice to any provisions of the RFP, the Authority may, in consultation with the Selected Agency, specify the procedure for making complaints in electronic form and for responses thereto.

The Selected Agency shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Selected Agency to the Complainant under a certificate of posting.

The Selected Agency shall fortnightly send to the Authority a true photocopy each of all the pages of the Complaint Register on which any entry has been recorded during the course, and upon perusal thereof, the Authority may, in its discretion, advise the Selected Agency to

take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Selected Agency shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal in accordance with Applicable Law, and advise the Complainant to pursue the complaint at his own risk and cost.

**35. Entire Agreement**

This RFP and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this RFP are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Selected Agency arising from the Request for Proposals, as the case may be, shall be deemed to form part of this RFP and treated as such.

**36. Severability**

If for any reason whatever, any provision of this RFP is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this RFP or otherwise.

**37. Successors and assigns**

This RFP shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

**38. Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this RFP shall be in writing.

**39. Language**

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this RFP shall be in writing and in English language.

**40. Counterparts**

This RFP may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this RFP.

**41. Legal**

Any legal dispute shall be subject to the jurisdiction of Lucknow courts only.

FORMATS FOR SUBMISSION OF PROPOSAL

**Appendix - I - Letter of Proposal**

*(On the letterhead of the Bidder)*

Dated:

To,

Managing Director  
UPSTDC  
Payatan Bhawan  
3<sup>rd</sup> Floor, C-13, Vipin  
Khand Gomti Nagar,  
Lucknow – 226 010

Dear Sir,

**Sub: PROPOSAL FOR “SELECTION OF AGENCY FOR DEVELOPING 5000 BEDDED  
DORMITORY TENTED ACCOMMODATION AT BLOCK A FOR THE PERIOD OF 24th  
JAN-24th MARCH 2024 AT AYODHYA”**

- 1 With reference to your RFP PROPOSAL document dated \_\_\_ / \_\_\_ / \_\_, I/We, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Service. The Proposal is unconditional and unqualified.
- 2 All information provided in the Proposal and in the Appendices is true and correct.
- 3 I/We shall make available to UPSTDC any additional information it may find necessary or require to supplement or authenticate the Bid.
- 4 I/We acknowledge the right of UPSTDC to reject our Proposal without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
- 5 I/We understand that you may cancel the Selection 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 Services, without incurring any liability to the Bidders.
- 6 I/ We certify that in the last five years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform any contract, as 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 contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 7 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 UPSTDC in connection with the selection of the Bidder, or in connection with the Selection Process itself, in respect of the above-mentioned activities and the terms and implementation thereof.
- 8 I/We offer a Bid security of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to UPSTDC in accordance with the RFP PROPOSAL Document. The bid security in the form of RTGS (strike out whichever is not applicable) is attached.
- 9 I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the

activities/ Right are not awarded to me/us or our Proposal is not opened.

- 10 I/We agree and undertake that the authorised signatory in Appendix- VI shall represent the company in all matters pertaining to the Selection Process. No third person, consultant, agency shall represent the company in all matters pertaining to the Selection Process.
- 11 I/We agree and undertake to abide by all the terms and conditions of the Bidding Document.

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

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the  
Authorised signatory)

Name and seal of Bidder

**Appendix – II- Details of Bidder**

*(On the letterhead of the Bidder/All members in case of consortium)*

1.
  - (a) Name:
  - (b) Place of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/ or commencement of business:
  
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities for providing the Service
  
3. Details of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:

**Note:**

The Bidder must submit the following document to establish the legal status along with this Form:

- a. In case of a company, copy of the Certificate of Incorporation, Copy of Memorandum and Articles of Association of the Bidder.
- b. In case of a sole proprietorship firm GST and IT returns for the last five financial years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23) as a proof of identity.
- c. In case of a Partnership firm or a Limited Liability Partnership firm, it should furnish copy of the registration certificate, GST and IT returns for the last five financial years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23) as a proof of identity.
- d. Copy of the Bidder's duly audited financial Statement for the preceding 5 (five) Financial Years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23).



**Appendix – III – Financial Capacity  
(On letterhead of CA)**

<b>Sl. No.</b>	<b>Financial Years</b>	<b>Annual Turnover (Rs.)</b>	<b>Annual Turnover (Rs.) from similar activity</b>
1	<b>2018-19</b>		
2	<b>2019-20</b>		
3	<b>2020-21</b>		
4	<b>2021-22</b>		
5	<b>2022-23</b>		
	<b>Average Turnover</b>		

**Certificate from the statutory Auditor**

This is to certify that ----- (name of the Applicant)  
has annual Turnover is as shown above in the respective years are True and correct.

Date:

(Signature, name and designation of the authorized signatory)

Name and seal of the audit firm

(Supporting financial statements and relevant documents are to be furnished.)

**Appendix – IV – Experience of the Bidder**

*(On the letterhead of the Bidder)*

Sl. No.	Particulars	Description
1	Name of the Organization	
2	Address of the contact details of Organization	
3	Details of Work Experience (2018-19, 2019-20, 2020-21, 2021-22, 2022-23).	

Name of the Bidder

.....

Signature of the Authorised Person

..... Name

of the Authorized Person

**Appendix -V- Self Declaration**

(Should not have been black listed)

(Affidavit)

I / We agree that the decision of UPSTDC in relation to **“SELECTION OF AGENCY FOR DEVELOPING 5000 BEDDED DORMITORY TENTED ACCOMMODATION AT BLOCK A AT AYODHYA”**, addition or deletion will be final and binding to me / us.

I / We confirm that we have not been blacklisted by Central or State Governments & PSUs.

Name of the Bidder

.....

Signature of the Authorised Person

..... Name

of the Authorized Person

**Appendix –VI- Format for Power of Attorney for Signing of Proposal**

*(On Stamp paper of relevant value)*

Know all men by these presents, we, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms

(Name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the **“SELECTION OF AGENCY FOR DEVELOPING 5000 BEDDED DORMITORY TENTED ACCOMMODATION AT BLOCK A FOR THE PERIOD OF 24th JAN-24th MARCH 2024 AT AYODHYA”**, proposed by the UPSTDC (the “**Authority**”) including but not limited to signing and submission of all applications, proposals, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to UPSTDC, representing us in all matters before UPSTDC, signing and execution of all contracts and undertakings consequent to acceptance of our Proposal, and generally dealing with UPSTDC in all matters in connection with or relating to or arising out of our Proposal and/or upon award thereof to us.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_.

For \_\_\_\_\_  
(Signature)  
(Name, Title and Address)

Witnesses:

1  
2

Accepted

[Notarised]

(Signature)

(Name, Title and Address of  
the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on*

*behalf of the Bidder.*

**Appendix –VI (A) Power of Attorney for Lead Member of Consortium**

Whereas the..... (“the Authority”) has invited applications from interested parties for the ..... Project (the “Project”).

Whereas, ....., .....and ..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP PROPOSAL), and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, ..... having our registered office at ....., M/s. .... having our registered office at ....., M/s. .... having our registered office at ....., and ..... having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

For .....

(Signature)

.....

(Name & Title)

For .....

(Signature)

.....

(Name & Title)

Witnesses: 1.

2.

..... (Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

**APPENDIX-VII Joint Bidding Agreement**  
***(To be executed on Stamp paper of appropriate value)***

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of 20...

**AMONGST**

1. .... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. .... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST AND SECOND PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

**WHEREAS,**

(A) [The..... , represented by its ----- and having its registered office at ----- ] (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the “**Applications**”) by its Request for Proposal No. .... dated ..... (the “**RFP PROPOSAL**”) for qualification of bidders for development Project (the “**Project**”).

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP PROPOSAL document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP PROPOSAL document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP PROPOSAL .



## 2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

## 3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall sign the Agreement for the Project.

## 4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the **First Part shall be the Lead member** of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding

Process and until the Appointed Date under the Service Agreement when all the obligations of the Lead member/Consortium shall become effective;

- (b) Party of the Second Part shall be {the Member of the Consortium;}

## 5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP PROPOSAL, and the Service Agreement, till completion of the Project is achieved under and in accordance with the Service Agreement.

## 6. Shareholding in the Consortium

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the Consortium shall be as follows:

First Party:

Second Party:

Third Party:

- 6.2 The Parties undertake that they shall at all times during the bid and the Agreement Period together hold 100% of the subscribed and paid up equity share capital.

6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Service Agreement.

## 7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and all the parties are Jointly and severally liable for the complete project
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently

affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## 8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the Project is achieved under and in accordance with the Service Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by UPSTDC to the Bidder, as the case may be.

## 9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of UPSTDC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of  
LEAD MEMBER by:

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of  
THIRD PART

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1.

2.

**APPENDIX-VIII**

**Bank Guarantee for Performance Security**

B.G. No. Dated:

1. In consideration of you, ....., having its office at ....., (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to accept the Bid of ..... (a company registered under the Companies Act, 1956/ 2013) and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter referred to as the “Selected Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Development of Tented accommodation at Ayodhya (hereinafter referred to as “the Project”) pursuant to the RFP PROPOSAL Document dated ..... issued in respect of the Project (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Selected Bidder, do hereby in terms of Clause 2.11 of the RFP PROPOSAL Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP PROPOSAL Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to UPSTDC an amount of Rs. .... (Rupees ..... only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Selected Bidder if the Selected Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by UPSTDC stating that the Selected Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Selected Bidder or any other person and irrespective of whether the claim of UPSTDC is disputed by the Selected Bidder or not, merely on the first demand from UPSTDC stating that the amount claimed is due to UPSTDC by reason of failure of the Selected Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to comply with the requirements as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to

an amount not exceeding Rs. .... (Rupees ..... only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between UPSTDC and the Selected Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that UPSTDC shall be the sole judge to decide as to whether the Selected Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents, and the decision of UPSTDC that the Selected Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between UPSTDC and the Selected Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Selected Bidder or the Bank or any absorption, merger or amalgamation of the Selected Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, UPSTDC shall be entitled to treat the Bank as the principal debtor. UPSTDC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Selected Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Selected Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by UPSTDC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Selected Bidder or any other forbearance, act or omission on the part of UPSTDC or any indulgence by UPSTDC to the said Selected Bidder or by any change in the constitution of UPSTDC or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for UPSTDC to proceed against the said Selected Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which UPSTDC may have obtained from the said Selected Bidder or any other person and which

shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of UPSTDC in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.

..... crore (Rupees ..... crore only). The Bank shall be liable to pay the said amount or any part thereof only if UPSTDC serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by ..... Bank

By the hand of Mr./Ms ....., its ..... and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

**Appendix – IX: Affidavit**

*(On Stamp paper of relevant value)*

Date:

To:

**Ref: for “SELECTION OF AGENCY FOR DEVELOPMENT OF TENTED  
ACCOMMODATION FOR THE PERIOD OF 24th JAN-24th MARCH 2024 AT  
AYODHYA ”**

Dear Sir,

I/We\_\_\_\_\_ hereby declare that statements, project documents, credentials, documentary evidences, financial statements and other tender documents in the proposal are true, authentic to the best of my/our knowledge. I/we have not incorporated any information not undertaken by us, in the proposal. I/We, for the purpose of the said tender, have not forged, misrepresented & misled any information that has not been undertaken by us. For the purpose of the evaluation, the UPSTDC Ltd, has the right to verify the authenticity of the proposal submitted by us.

I/We fully understand that in case of furnishing any false documents or statements, forging, misrepresentation & producing misleading information in the proposal, and failure to abide by the terms and conditions of the tender, I/we are liable to any actions that may be taken against us by the UPSTDC Ltd.

Yours faithfully,  
For and on behalf of (Name of Bidder)  
Duly signed by the Authorized Signatory of the  
Bidder (Name, Title and Address of the  
Authorized Signatory)



**Appendix – X: Financial Proposal**

(To be submitted in a separate envelop)

Dated:

To,

Managing Director  
UPSTDC  
Payatan Bhawan  
3<sup>rd</sup> Floor, C-13, Vipin Khand Gomti  
Nagar, Lucknow – 226 010

Dear Sir,

**Sub: FINANCIAL PROPOSAL FOR “SELECTION OF AGENCY FOR  
DEVELOPING 5000 BEDDED DORMITORY TENTED ACCOMMODATION AT  
BLOCK A FOR THE PERIOD OF 24th JAN-24th MARCH 2024 AT AYODHYA”**

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

I/we hereby submit our bid to successfully accomplish the scope of work as defined in this RFP at a total cost (exclusive of GST) of Rs. \_\_\_\_\_ ( Rs. In word) to be paid to us as per the milestone as defined in this RFP.

I/We shall keep this offer valid for 180 days (one hundred and twenty days) from the BID submission date as specified in this RFP

Yours faithfully,  
For and on behalf of (Name of Bidder)  
Duly signed by the Authorized Signatory of the  
Bidder (Name, Title and Address of the  
Authorized Signatory