

Tender



“TENDER FOR OPERATIONAL LEASE OF BOAT SHED ALONG WITH POWER BOATS AND WATER SPORTS EQUIPMENT AT YAMUNA RIVER BANK PRAYAGRAJ”

UPSTDC invites offers for "**OPERATIONAL LEASE OF BOAT SHED ALONG WITH POWER BOATS AND WATER SPORTS EQUIPMENT AT YAMUNA RIVER BANK PRAYAGRAJ**" from reputed Adventure/Water Tourism Tour Operators, Firms, or Individuals having requisite experience.

The detailed terms & conditions can be downloaded from website <https://etender.up.nic.in>.

For further information, contact at 9415233440.

Last Date and Time for Online Bid Submission is **19-09-2024 at 03:00 PM**

Managing Director

UTTAR PRADESH STATE TOURISM DEVELOPMENT CORPORATION LUCKNOW

DISCLAIMER

The information contained in this Request for Proposal (RFP) document, whether subsequently provided to the Bidder(s), in documentary form, by the Uttar Pradesh Tourism Development Corporation Ltd (UPSTDC), or any of its authorities, agencies, officers, employees, agents or advisors is provided to Bidders on the terms and conditions set out in this document and any other terms and conditions subject to which such information is provided.

This TENDER is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this TENDER. This TENDER includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Agency. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This TENDER may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in this TENDER, 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 TENDER and obtain independent advice from appropriate sources.

Information provided in this TENDER 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way in this Selection Process.

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

The Authority 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 TENDER.

The issue of this TENDER does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Agency and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever and cancel the entire bidding process.

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

The word "Bid" and "Tender" is used interchangeably in the document.

The word "Applicant", "Party", "Agency", "Firm" and "Bidder" is used interchangeably in the document.

DATA SHEETS

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|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Name of the Authority: Managing Director, U.P. State Tourism Development Corporation Limited, Paryatan Bhawan, Gomti Nagar LUCKNOW |
| 2. | Proposal should remain valid for 3 months from the proposal due date |
| 3. | The Agency/Firm is required to include with its Proposal written confirmation of authorization to sign on behalf of the Firm: Yes |
| 4. | The Agency/Firm must submit: <ul style="list-style-type: none">• Technical Proposal (To be submitted Online only)• Financial Proposal (To be submitted Online Only) |
| 5. | An Earnest Money Deposit (EMD) must be submitted: YES, along with the Bid Proposal. |
| 6. | Cost of RFP document to be paid: Yes, Rs. 1,000.00 (Rs. One Thousands only) + 18%GST (Rs.180) = Rs. 1,180/- to be paid Online payable through RTGS or in the form of Demand Draft, in favour of UPSTDC Ltd payable at Lucknow. |
| 7. | The Amount for Bid Security: Rs. 5,00,000.00 only (Rupees Five Lacs only). |
| 8. | A Bid Security must be submitted either payable through RTGS or in the form of Demand Draft*, in favour of UPSTDC Ltd payable at Lucknow. Account Details for RTGS Name of the Beneficiary: UPSTDC Ltd. Name of Bank & Branch: Canara Bank, Vipin Khand, Gomti Nagar Lucknow Account Number: 2405101006659 IFSC Code: CNRB0002405 |
| 9. | Bid Security of unsuccessful bidder will be returned not later than 120 days from bid Due Date. The Bid Security of successful bidder shall be returned upon completion of the proposed assignment. Bids not accompanied by the EMD shall be rejected. |
| 11. | Date of opening of Technical Proposal: 20-09-2024 at 03:00 PM |
| 12. | Date of opening of financial Proposal: To be informed |
| 13. | Proposals must be submitted on or before: at 05:00 PM. Bid received after this time will not be entertained nor considered. |
| 14. | All Correspondence shall be addressed to: Managing Director, U.P. State Tourism Development Corporation Limited, Paryatan Bhawan, Gomti Nagar LUCKNOW Email: md@upstdc.co.in Phone |

* In case payment payable through Demand Draft must be submitted physically in the office with covering letter before tender opening time and a receipt obtained.

1. INTRODUCTION & BACKGROUND

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. Rahi, Tourist Bungalows, Hotels, Motels, Restaurants, Resorts etc. in the State of Uttar Pradesh.

1.1 UPSTDC is operating following Boats and facilities at Yamuna Bank Boat Shed Opposite UPSTDC hotel Triveni Darshan at Prayagraj:

- (i) 06 Seater Imported HDPE Power Boats.
- (ii) Two FRP non-AC 30 seater Catamaran Hulls Boats with Canopy – MINI CRUISE
- (iii) One Sofa Bumper Boat
- (iv) Boat Shed
- (v) Floating Jetty
- (vi) Slipway linked to the Boat Shed.

The above facilities can be examined at the site.

1.2 The 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/Bidding document 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.

1.3 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's 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.

1.4 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.

1.5 OBJECTIVE

Through this tender UPSTDC intends to lease above BOATS and Boating Facilities owned by the corporation as on where is basis and to be operating and maintain on same locations.

This Project is envisaged to diversify the tourism services with the emphasis on Aqua Tourism offered by the Corporation to provide additional entertainment option to the tourists visiting the state. An information document covering details of the instant proposal may be downloaded from the website **upstdc.co.in**

1.6 Scope of work

Operate and maintain the POWER BOATS and Two Mini Cruises for the purpose of tourism and to promote the tourism and to keep the ELECTRIC BOATS in Best of conditions with international standards adhering to the guidelines issued by ATOAI (Adventure Tour Operators Associations of India) for the Water Tourism and approved by the Ministry of Tourism, Govt. of India and also all maritime safety precautions as per the Inland Vessel Act 2021 GOI.

The scope of work shall include operation, maintenance and transfer of the project. The Developer may also undertake minimal development work as required for operation and management of commercial facilities as mentioned in the RFP. The Developer has the right to demand, charge, collect and retain the user fee from the project and transfer the project site along with the facilities to the Authority in accordance with the provisions of draft Operation & Management Agreement. The Lease will be valid for 10 years.

BRIEF DESCRIPTION OF THE SELECTION PROCESS

(a) The Authority has adopted a **Two-Stage**, bidding process (collectively referred to as the “**Bidding Process**”) for selection of the bidder.

- The *first stage* of the evaluation (the “**Qualification/Eligibility-Criteria Stage** of the process involves **Qualification/Eligibility** of interested parties (the “**Bidder**”), in accordance with the provisions of this TENDER.
- At the end of first stage, the Authority will finalize a list of qualified Bidders, on fulfilling the Eligibility Criteria, as laid down in this tender document, will be selected for opening of FINANCIAL BID within the prescribed date and time limit which shall be intimated by email to the eligible bidders.

The Operation and Maintenance lease will be awarded to the successful Bidder(s) on the basis of the highest amount offered per annum for each location separately. This amount will have an increment of 5% increase per year subject to the 10 % of Turnover.

UPSTDC shall endeavour to adhere to the following bidding schedule:

| Sl No | Event Description | Estimated Date/Time |
|-------|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 1 | Issue of Bid Documents | 26-08-2024 |
| 2 | Virtual Pre-Bid Meeting (Those who are interested send mail to md@upstdc.co.in upto 05-09-2024 with complete profile) | 06-09-2024 at 12:00 NOON |
| 3 | Online Bid Submission Last Date and Time | 19-09-2024 at 03:00 PM |
| 4 | Opening date and Time of Proposals (Technical Bid) | 20-09-2024 at 03:00 PM |
| 5 | Opening Date and Time of Financial Bids | Will be informed to successful bidders. |

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 TENDER Document

RFP Document can be obtained **through website <https://etender.up.nic.in>**

2.2 Eligibility of Bidders:

The Bidder should be an Individual Proprietorship Firm/ Partnership Firm /Private limited Company or LLP operating /having experience in the Adventure tourism for minimum 5 years and must submit the proof of it

The bidder shall be evaluated in two stages viz Pre-qualification stage and Technical Evaluation of Proposal. The Bidder fulfilling pre-qualification criteria shall be shortlisted for Technical Stage. The bidder should be fulfilling the following preconditions and must also submit documentary evidence in support of fulfilment of these conditions while submitting the technical bid.

UPSTDC Ltd 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 Ltd 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.

3. Stage – I: Pre-qualification Criteria for bidders

3.1. Following areas of experience will be considered

- a. Operation of Boat Club for commercial/tourism.
- b. Operation of Power Boats and Water borne Activities.
- c. Operation of Cruise/ Power Boats in river or lakes.

| Sr. | Pre-qualification Criteria | Documentary Evidence |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Technical Experience Criteria: The bidder should have a minimum experience of Five (05) years in operation & management of cruise Tourism, Water Sports & Adventure Tourism Activities. | Oldest Work Order/ Work Orders or registration for activities/ any other Certificate must be submitted to establish minimum Five years' experience. In case The Bidder is carrying similar business, the Financial Turnover from the line of business as reflecting in the financial statements will also be considered as experience (Supported by CA Certificate with UDIN) |
| 2. | Financial Qualification Criteria: The Bidder should have achieved a Minimum Annual Average Financial Turnover of 2 Crore as per audited financial statements for any three years | CA Certificate indicating annual financial turnover of any three years from amongst 5 years (i.e. 2019-20 to 2023-24) of the Bidder (Single entity) |

| | | |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | from amongst 5 Years (i.e. 2019-20 to 2023-24) | Audited Financial Report for the three financial years of Bidder |
| 3. | The Bidder should have experience of ongoing similar project (/s) for operation & management of cruise Tourism, Water Sports & Adventure Tourism Activities.: wherein annual revenue from the project (/s) shall be of at least Rs 50.00 lakhs. | The bidder shall provide Work Order or Work Completion Certificate which Mentioning clearly the date of start, period of service, amount of work completed, revenue details as well as scope of work. In case the bidder is in the same line of business, financial turn over from the said line as reflecting in the financial statement of any three years from amongst 2019-20 to 2023-24 |
| 4 | Power of Attorney: - The Bidder shall submit a Power of Attorney authorizing the signatory of the bid to sign and execute the contract. | Power of Attorney |
| 5 | The bidder shall provide PAN, GST Number. | Copy of PAN and GST certificate /details of PAN/GST to be enclosed |
| 6 | The Bidder shall provide a valid security acceptable to UPSTDC Ltd of INR 5,00,000/- and non-refundable tender document fee of Rs 1000/-+18% GST (INR 1,180/-) in the form of DD or NEFT/RTGS in favour of UPSTDC Ltd payable at Lucknow along with bid documents. | Tender Fee & EMD- DD/NEFT/RTGS Detail |
| 7 | The Bidder has to submit a self-certified letter as per Format given in form of affidavit indicating that they have not been blacklisted by any Government Department/Organization/Corporation. | A self-certified letter as per format |

3.2. Stage-II: Primary Technical Evaluation

The bidders fulfilling pre-qualification criteria will be shortlisted for Primary Technical Evaluation. The primary technical evaluation criteria are given in the following table

| Sr | Criteria | Documentary Evidence | Marking Pattern | Max Marks |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|-----------|
| 1 | <p>The bidder should have minimum experience of Five years in operation and management of cruise Tourism, Water Sports & Adventure Tourism Activities</p> <p>Note: The Experience for aforesaid criteria will be counted from the last dated for submission of Bid.</p> | <p>Work Order, Work Completion Certificate clearly indicating experience.</p> <p>The experience will be considered on the basis of the oldest work order submitted in support of the claim.</p> <p>In case The Bidder is carrying similar business, the Financial Turn over from the line of business as reflecting in the financial statements will also be considered as experience</p> | <p>if 5 to 6 years - 15 More than 6 years- 20</p> | 20 |
| 2 | <p>The Bidder should have achieved a Minimum Annual Average Financial Turnover of Rs. 2 Cr in any three years from amongst 2019-20 to 2023-24</p> | <p>CA Certificate indicating annual financial turnover of any three years from amongst 2019-20 to 2023-24 of the Bidder</p> | <p>If 5To 7 Crores– 15 More Then 7Crore - 20</p> | 20 |
| 3 | <p>No. of similar operations in marine field in last Five (05) financial years. (i.e. 2019-20 to 2023-24)</p> | <p>Oldest Work Order/ Ticketing revenue or any other proof must be submitted to establish minimum Five years' experience</p> <p>In case the Bidder is carrying similar business, the Financial Turn over from the line of business as reflecting in the Financial statements will also be considered as experience.</p> | <p>Single similar operation– 20 More than one similar operation – 30</p> | 30 |
| 4 | <p>Presentation on concept and methodology</p> | <p>Power Point Presentation</p> | <p>As per the Criteria mentioned below.</p> | 30 |

The bidders fulfilling the pre-qualification criteria will have to make a presentation on the date and time intimated, on the concept and methodology before the committee. The indicative points to be covered in presentation are:

- Concept, Designing, methodology to operate the proposed project
- Details of license/accreditations available to train and operate water sports / adventure activities
- Past Experience in handling similar projects
- Key Personnel for the project / Trained Personnel's for Water Sports
- Tie ups with institutions for training activities
- Branding and Revenue Generation
- Safety measures for the proposed activities
- Action plan in case of miss-happening

The criteria for marking on presentation will be as described in below table:

| Sl. No. | Particular | Max Marks |
|----------------|----------------------------------------------------------------------------------------------------------------------|------------------|
| 1. | Understanding of the Government's objective; List of activities proposed, plan to operate and manage the facility | 10 |
| 2. | Previous experience in managing similar events/ related experience and availability of licenses & trained work force | 10 |
| 3. | Plan for safety and crowd management; Branding Methodology; Plans for Revenue Generation | 10 |
| | Total | 30 |

The Technical score (PE) for the technical proposal will be the Arithmetic sum of the marks assigned to the bidders under each of the parameters listed above. The bidder is required to achieve a minimum technical score of 70 marks (Benchmark score) for opening of the financial bids.

- 3.3** 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.
- 3.4** A Bidder should, in the last 3 (three) 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.
- 3.5** 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: 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**
- (a) 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

(b)By a duly authorized person holding the Power of Attorney, in case of a Company / LLP.

4. Number of Proposals

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

4.1 Clarifications

Bidders requiring any clarification on the RFP may notify UPSTDC Ltd in writing and e-mail to the address before the last date & time of receiving queries as mentioned in Notice Inviting Proposal. The subject line for communication must clearly bear the following:

4.2 Queries/Request for Additional Information: “OPERATIONAL LEASE OF BOAT SHED ALONG WITH POWER BOATS AND WATER SPORTS EQUIPMENT”.

The responses will be uploaded in the Website by UPSTDC Ltd without identifying the source of the enquiry. However, UPSTDC Ltd 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 Ltd to respond to any question or to provide any clarification.

All clarifications and interpretations issued by UPSTDC Ltd shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by UPSTDC Ltd or its employees or representatives shall not in any way or manner be binding on UPSTDC Ltd.

5. Amendments to RFP

At any time prior to the Proposal Due Date, UPSTDC Ltd may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the RFP by the issuance of Addenda in the Website / eTendering Portal. Any Addenda issued would be published in the Website (s) and the same shall be binding on the Bidders.

In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, UPSTDC Ltd may, at its discretion, extend the Proposal Due Date.

6. General Terms of Bidding.

- 6.1** All documents submitted by the Applicant(s) will be treated as confidential.
- 6.2** Authority reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the Applicant(s). Authority also reserves the right not to award or enter into any contract or agreement with any Applicant(s), and may terminate the procurement process at any time without thereby incurring any liability to any Applicant.
- 6.3** Failure by any Applicant(s) to provide all of the information required in the proposal or any additional information requested by Authority may lead to rejection of the Applicant's proposal in its entirety.
- 6.4** Applicants have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Applicant or termination of its Contract at any stage.
- 6.5** A recommendation for award of Contract will be rejected if it is determined that the recommended Firm has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases the Authority will declare the Firm and/or members of the consortium ineligible, either indefinitely or for a stated period of time and will be blacklisted.
- 6.6** Wherever required by applicable laws, Authority shall deduct taxes at source, from the amounts payable, and shall provide to the firm/Agency the appropriate tax deduction certificate evidencing payment of such taxes.

- 6.7** The Bidder Shall Quote Annual License/Rent fee in financial BOQ format and paid to UPSTDC LTD along with applicable taxes.
- 6.8** The License/Rent fee will be escalated at 5% per annum every year, on last paid quarterly License/Rent fee, excluding applicable GST. All applicable taxes (including GST) shall be paid by the bidder in addition to the quarterly License/Rent fee.
- 6.9** Quarterly License/Rent fees shall be paid 30 days in advance of commencement of respective quarter of agreement. Extension of timeline may be granted for first quarter of agreement period at sole discretion of UPSTDC LTD. However, no more than 2 extensions shall be granted in any case. For any kind of extension/ delay in payment of License/Rent fees, the Bidder shall be charged 18% interest per annum on due License/Rent fees.
- 6.10** Quarterly License/Rent fees shall be paid for all months of the License/Rent period.
- 6.11** Bidder is bound to maintain and keep all facility is workable condition up to the time of handing over the project to the UPSTDC.
- 6.12** Bidder is required to operate this facility by booking through online and offline.
- 6.13** Bidder is required to follow IWAI and Dist. Administration Rules and regulation

7. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

8. Right to accept and to reject any or all bids

Notwithstanding anything contained in TENDER, UPSTDC reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the UPSTDC's action.

UPSTDC Ltd reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of UPSTDC Ltd to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of UPSTDC Ltd there under.

9. DOCUMENTS

Contents of the TENDER

The proposal should be submitted as follows: -

- i) Technical Proposal:** - The technical proposal shall contain all the documents as required and necessary for evaluation of eligibility criteria and also as described in the annexure of the tender document. (To be uploaded Online only website: <https://etender.up.nic.in>)
- ii) Financial Proposal:** - One original copy duly signed in the format as provided in annexure of this tender document.
(To be submitted Online only website: <https://etender.up.nic.in>)

10. Clarifications

Agency may request a clarification on any of the bid documents in Pre Bid Meeting on the indicated date. UPSTDC will respond to such requests

and will post the response on E –tendering website: <https://etender.up.nic.in> and will inform the Pre- Bid Attendees by Email.

At any time before the submission of Proposals, UPSTDC may, for any reason, whether at its own initiative or in response to a clarification request by an invited firm, modify the bid documents (RFP) by amendment. E –tendering website: <https://etender.up.nic.in> and will inform the Pre- Bid Attendees by Email. UPSTDC may, at its discretion, extend the deadline for the submission of Proposals.

11. Amendments Modification of TENDER

- At any time **at least 7 days** prior to the deadline for submission of RFP, Authority may, for any reason, whatsoever at its own initiative or in response to clarifications requested by Bidder, modify the RFP by the issuance of Addenda.
- Any Addendum thus issued will be posted on E –tendering website: **<https://etender.up.nic.in>** and will inform the Pre- Bid Attendees by Email.
- All such amendments/addendum will become part of the bidding document.
- In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Bid Submission Last Date.

12. Preparation & submission of Bids

12.1 Language

12.1.1 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English/Hindi. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

12.2 Format & signing of Bid

- 12.2.1 The Bidder shall prepare original copy of the documents comprising the Bid as described in the TENDER. The Bidder bidding for the project has to submit Technical Bid of the Project along with all relevant required documents and EMD through online.
- 12.2.2 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initiated by the person or person's bidder to sign the Bid.

12.3 Sealing & marking of Bid

The Bidder shall submit the Bid in two Parts as below:

I: Technical Bid (To be submitted on line)

II: Financial Bid (To be submitted on line only)

The Technical Bid shall be uploaded on the website **<https://etender.up.nic.in>**.

Financial Bid: The Bidder shall submit its Financial Bid Online only as per the prescribed format– Annexure VI and financial Bid shall be uploaded on the website **<https://etender.up.nic.in>**.

12.4 Bid Due Date

12.4.1 Bids should be submitted on the Bid Due Date in the manner and form as detailed in this TENDER.

12.4.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with the TENDER uniformly for all Bidders.

12.5 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

12.6 Modifications/ Substitution/ Withdrawal of Bids

12.6.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date (submission date).

12.6.2 No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date (submission date).

12.6.3 The modification, substitution or withdrawal notice shall be prepared through online.

12.6.4 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

12.7 Rejection of Bids

The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

12.7.1 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

12.8 Validity of Bids

The Bids shall be valid for a period of two months from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

12.9 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 the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 the Authority.

13. Correspondence with the Bidder

The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

13.1 EARNEST MONEY DEPOSIT (EMD) and PERFORMANCE SECURITY:

13.1.1 Earnest Money Deposit

- a)** The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) amount of Rs.5,00,000/- (Rupees Five Lakh only) for each location is to be submitted Online Only. The EMD shall be refundable to unsuccessful bidder not later than 120 (one hundred and twenty) days from the Bid Due Date. Except in case of the 2 Highest-ranked bidders. EMD of the 2nd ranked bidder shall be returned on signing of the agreement with the selected bidder. The selected bidder's EMD shall be returned upon completion of the proposed assignment. Bids not accompanied by the EMD shall be rejected.
- b)** Any Bid not accompanied by the EMD shall be summarily rejected by the Authority as non-responsive.
- c)** The EMD of unsuccessful Bidders will be returned without any interest subject to **(a)** The EMD of the successful bidder will be retained for one year and will be adjusted against **Security Deposit which will be: 50.00 lakh.**
- d)** The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:
 - i.** If the Bidder withdraws its Bid during the Bid Validity Period as specified in this TENDER and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - ii.** If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
 - iii.** If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - iv.** The LOI will be send to the H1 bidder, if the Bidder fails within the specified time limit to sign and return the duplicate copy of LOI action as per 3.6.9 will be initiated.
 - v.** Any other conditions, with respect to the Preferred Bidder, for which forfeiture of Bid Security has been provided under this TENDER.

14. EVALUATION OF BIDS

14.1 Opening & Evaluation of Bids

- 14.1.1 The Authority will open the Bids received containing the Technical Bid on the date and time mentioned in the TENDER.
- 14.1.2 In the event of specified date of Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day.
- 14.1.3 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

15. Examination of Technical Bid and Determination of Responsiveness of the same

- 15.1.1 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required EMD.

15.1.2 If the EMD furnished does not conform to the amount and validity period as specified in this TENDER document and has not been furnished in the form specified in the TENDER, the Bid shall be rejected by the Authority as non – responsive.

15.1.3 **Test of Responsiveness-** Prior to evaluation of Bids, the Authority (UPSTDC) shall determine whether each bid is responsive to the requirements of the TENDER. A bid shall be considered responsive only if;

- a) it is received in as per the formats provided in the TENDER
- b) it is received by the Bid due date including any extension there of
- c) it is duly signed and marked as stipulated in the TENDER
- d) it is accompanied by EMD as stipulated specified in this TENDER
- e) it is accompanied by the Power of Attorney as specified in the TENDER
- f) it contains all the information and documents (complete in all respect) as required in the TENDER and/or bidding document (in the same format as those specified)
- g) it does not contain any conditions or qualifications, and
- h) it is non-responsive thereof;
- i) it contains certificates from its statutory auditors in the formats as specified

15.1.4 The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria in terms hereof, has the required financial capabilities as set out in this TENDER, is accompanied by the requisite certificates, undertaking and other relevant information specified in this TENDER document and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require.

15.1.5 If the Technical Bid of any Bidder is not substantially responsive, the Bid of such Bidder will be rejected by the Authority and the Bidder will not subsequently be allowed to make its Bid responsive by correction or modification or withdrawal of the non-conforming deviation or reservation.

15.1.6 The Authority shall inform, the Bidders, whose Technical Bid is found to be responsive for and who are short listed based on qualification criteria as detailed out in the TENDER for opening of financial bid.

16. Opening of Financial Bids

The Authority will open the ‘Financial Bid’ through online the Bidders or their representatives may attend the same.

The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

17. Examination of Financial Bids and Determination of Responsiveness of Financial Bid

17.1 UPSTDC will determine responsiveness of each Financial Bid in accordance with the price quoted.

17.2 A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications **of the bidding documents.**

17.3 If the Financial Bid of any Bidder is not substantially responsive in terms hereof, the Bid of such Bidder shall be rejected by UPSTDC and the Bidder shall not subsequently be allowed to make its Bid responsive by correction or withdrawal of the non-conforming deviation or reservation.

18.0 Correction of Errors

18.1 Financial Bids determined to be substantially responsive will be checked by UPSTDC for any arithmetic errors. Arithmetic errors will be rectified on the following basis: -

- i) Where there is a discrepancy between the amount quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy
- ii) The amount stated in the Financial Bid will be adjusted by UPSTDC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his EMD may be forfeited.

19.0 Evaluation and Comparison of Financial Bids

19.1 In preparing the Financial Proposal, Agencies are expected to take into account the requirements and conditions outlined in the TENDER document.

19.2 UPSTDC will evaluate and compare only those Financial Bids which are determined to be substantially responsive. For financial evaluation, total cost of financial proposal will be considered.

The Authority will determine whether the financial proposals are complete, correct and free from any computational errors and indicate correct prices in local currency (Indian Rupee).

19.3 In evaluating the Financial Bids, UPSTDC will determine for each Financial Bid the amount quoted by the Bidder. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

19.4 To assist in the examination, evaluation, and comparison of Bids, UPSTDC may, at its discretion, ask any Bidder for authentication the correctness of the information/details furnished by him in his Bid. Such request by UPSTDC and the response by Bidder shall be in writing or by email/fax, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by UPSTDC in the evaluation of the Bids.

19.5 Subject to Sub Clause in the TENDER, no Bidders shall contact UPSTDC on any matter relating to his Bid from the time of Bid opening to the time contract is awarded. Any effort by the Bidder to influence UPSTDC in the UPSTDC's Bid evaluation, bid comparison or contract award decisions may result in the rejection of his Bid.

19.6 The Bidder found eligible and quoting the highest rate in its Proposal shall normally be declared as the Selected Bidder for the Project.

- 19.7 In the event of two or more Bidders quoting same amount in financial proposal for the Project, the authority may ask the Bidders to submit their revised Financial Proposals with the amounts quoted by them earlier as reserve price for such Financial Bid. In such case, the Bidder who amongst the tie Bidders, quotes the higher amount in the revised Financial Bid will normally be declared as the Selected Bidder for the Project.
- 19.8 **No commitment to accept highest bids:** - However, the confirmation of the highest Bid shall be at the sole discretion of the authority who does not bind itself to confirm to the highest Bid and reserves the right to reject the Bid without assigning any reasons whatsoever.
- 19.9 Further, in the event of the highest Bidder withdrawing its offer or not being selected for any reason in the first instance for the Project, (the “First Round of Bidding”), the authority without being under any obligations to do so, may, at its sole discretion, either invite the next highest Bidder to revalidate and/ or extend its EMD, as necessary and also match the Bid of the aforesaid highest Bidder for the Project or annul the bidding process as deemed appropriate by the authority in its sole discretion.
- 19.10 **In case of Highest Bidder fails to accept the lease or withdraws, Firm quoting next higher bid will be asked to accept the bid at H1 rate and so on. However financial loss clause will be initiated against the default H1 Party in addition to forfeiting the EMD.**

20 Process to be Confidential

- 20.1 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 the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 the Authority or as may be required by law or in connection with any legal process.

21. Period of Task details:

21.1 The rates quoted should be valid for three months.

In case of only one bid has been received for the item, and procedure for the “**Single Bid Tender**” will be adopted for such item which will be dealt independently

- 21.2 The bidder has to submit all the required details / documents with the tender. As per Annexure II
- 21.3 The authority does not pledge him to accept the highest or any tender and also reserves the right to accept the whole or any part of the tender against any item at his discretion. The tender will be accepted if the authority is satisfied about the credentials based on the documents submitted and past performances of bidder.
- 21.4 Successful bidder shall enter into agreement for due performance of the contract.

22 Confirmation of Order

- 22.1 Without prejudice to the formation of contract by acceptance of bid, the Bidder shall acknowledge the acceptance of the Purchase Order by signing and returning the duplicate / photocopy within 7 (seven) days following receipt of the Lease Order and such acknowledgement shall constitute conclusive evidence of a concluded contract without exception, on the terms and conditions set out in the Bid Documents.
- 22.2 Should the Bidder fail to acknowledge acceptance of the Lease Order within the period specified above, UPSTDC may, without prejudice to any other right or remedy available to it, forfeit the Earnest Money Deposit.

23. Termination

- 23.1. Without prejudice to authority's right to price adjustment by way of discount or any other right or remedy available to the authority, authority may terminate the Contract or any part thereof by a written notice to the Bidder, if:
- (1) The Bidder fails to comply with any operational terms of the Contract.
 - (2) The Bidder informs authority of its inability to operate the ELECTRIC BOATS.
 - (3) The Bidder becomes bankrupt or goes into liquidation.
 - (4) The Bidder has misrepresented to authority, acting on which misrepresentation authority has placed the Purchase Order on the Supplier.
 - (5) The Bidder, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 23.2 Upon receipt of said termination notice, the Bidder shall discontinue the work on the Contract so far as terminated, and matters connected therewith.
- 23.3 On termination of the Contract, without prejudice to any other right or remedy available to the authority under the contract, in the event of authority suffering any loss on account of delayed delivery or non-delivery, authority reserves the right to claim and recover damages from the Supplier in respect thereof.
- 23.4 Notwithstanding anything to the contrary herein contained, authority will be at liberty to take independent administrative and / or legal action against the Bidder for delay or non-performance of its contractual obligations or any of them.

24. Technical Information / Confidentiality

- 24.1 The Bidder shall not, without the authority's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Authority in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 24.2. The Bidder shall not, without the Authority's prior written consent, make use of any document or information enumerated in Clause 24.1 except for purposes of performing the Contract.

24.3 Any document, other than the Contract itself, enumerated in Clause 24.1 shall remain the property of the authority and shall be returned (in all copies) to the Purchaser on completion of the Bidder's performance under the Contract if so required by the Authority .

25. Settlement of disputes

In the event of any dispute or differences arising between the parties as to the interpretation, operation or effect of any clause of the agreement to be executed with the Corporation or any of the terms and conditions contained herein which shall be made integral part of the agreement such dispute or difference shall be referred to the sole arbitration of a person appointed by Principal Secretary, Tourism Department Govt. of Uttar Pradesh and there shall be no objection if Govt. Appoints any officer who has in the discharge of his duties as such officer, has either expressed any opinion or issued any direction in the matter and the provisions of the Arbitration Act 1996 shall apply to such arbitration.

26. Legal:

Any legal dispute shall be subject to the Jurisdiction of Lucknow Courts only.

27. Governing Language

The contract shall be written in English/Hindi language. Subject to Clause 27, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

28. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

29. Notices

29.1. Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email/ fax and confirmed in writing to the other Party's physical addresses, as notified in the correspondence.

29.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

30. Security Deposit:

The successful bidder (H1) will Deposit the Security Amount (10% costs of the assets) in the form of DD in the name of UPSTDC Ltd payable at Lucknow or Through DD/ RTGS:

Rs.50.00 lakh (Rupees Fifty Lakhs only.)

The Security amount will be returned to the Lessee within one month after the termination of the lease and any dues owned by the lessee will be adjusted against this amount.

31. The lessee will pay all taxes and GST as applicable.

32. The lessee will operate the vessels as per the INLAND VESSEL ACT 2021.

33. No liquor will be allowed to be served on board.

34. MD UPSTDC or their representative will have right to board and inspect the vessels any time without any prior notice.

35. The lessee will not carry out any modification in the vessels without the prior written permission of the competent authority from UPSTDC.

36. The lessee will carry out all scheduled maintenance and routine checks and servicing /repairs of the equipment as per the manuals.

- 37 The Vessel will operate by displaying joint signage Of the UPSTDC and the Lessee on the vessels with good visibility of the Signages displayed.
38. An Indemnity Bond approved by the UPSTDC will be displayed at the ticket Counter which will be binding to every traveller on board.
39. The Ticket sale will be Online and at Counter with online billing software.
40. **Payment Schedule: The Annual Rent will be paid in advance every Quarter/year by DD in the name of UPSTDC and the Operation will commence from the date on which amount is received by the Corporation. In subsequent Quarters/years the lease rent amount will be deposited 15 days in advance before the due date failing which the lease will stand cancelled after the due date.**

ANNEXURE –(I)

Letter Comprising the Bid

Ref.

Date:

To,

The Managing Director
Uttar Pradesh Tourism Development Corporation Limited, Gomti Nagar
Lucknow
Uttar Pradesh, India

Sub: -OPERATIONAL LEASE OF BOAT SHED ALONG WITH POWER BOATS AND WATER SPORTS EQUIPMENT AT YAMUNA RIVER BANK PRAYAGRAJ

Dear Sir,

Being duly bidder to represent and act on behalf of _____ (hereinafter referred as the “Bidder”), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification fo the
“OPERATIONAL LEASE OF BOAT SHED ALONG WITH POWER BOATS AND WATER SPORTS EQUIPMENT AT YAMUNA RIVER BANK PRAYAGRAJ.

We are enclosing our Bid, in conformity with the terms of the TENDER, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail. We confirm that the application is valid for a period of 120 days from the due date of submission of application and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by M/s _____ *...+ (name of the Bidder, in accordance with the conditions stipulated in the TENDER.
2. We have examined in detail and have understood the terms and conditions stipulated in the TENDER Document issued by UPSTDC (hereinafter referred as the “Authority”) and in any subsequent communication sent by Authority.\
3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the TENDER or in any of the subsequent communications from Authority)
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the TENDER, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Preferred Bidder.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or 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 declare that:

- a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b. I/ We do not have any conflict of interest in accordance with the TENDER document; and
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the TENDER document, in respect of any TENDER or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
8. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the TENDER, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
 10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.
 11. I further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.
 12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
 13. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
 14. In the event of me being declared as the Preferred Bidder, I agree to enter into a Authorization Agreement in accordance with the draft that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 15. I have studied all the Bidding Documents carefully and also surveyed the project details. We understand that except to the extent as expressly set forth in the License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Authorization.
 16. The amount has been quoted by me/ after taking into consideration all the terms and conditions stated in the TENDER, our own estimates of costs and after a careful assessment of the identified locations of the proposed Centers and all the conditions that may affect the Bid.
 17. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Authorization is not awarded to me or our Bid is not opened or rejected
 18. I agree and undertake to abide by all the terms and conditions of the TENDER document which inter alia includes payment of Project Development Expenses and Project Development Fees (Success Fee) and furnishing of the Performance Security to the Authority in the manner provided in respect thereof in the TENDER.

19. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 90 days from the Proposal Due Date.
20. I/we offer an Earnest Money Deposit (EMD) of **Rs. 5,00,000 (Rupees Five lakhs)** to the authority through online.
21. I agree and undertake to abide by all the terms and conditions of the TENDER document. In witness thereof, I submit this Bid under and in accordance with the terms of the TENDER document.

Thanking You,

Yours Sincerely,

Date: _____

Place: _____

For and on behalf of: (name of the Bidder and the Company Seal)

Signature: (Bidder Representative & Signatory) **Name of the**

Person: Designation

ANNEXURE - (II)
TENDER FOR OPERATIONAL LEASE OF BOAT SHED ALONG WITH POWER BOATS
AND WATER SPORTS EQUIPMENT AT YAMUNA RIVER BANK PRAYAGRAJ

Details of Bidder

| Sr. No. | Particulars | Remarks/Details |
|---------|-------------------------------------------------------------------------------------------------------------------|-----------------|
| 1. | Name of Agency/ Applicant | |
| 2. | Details about office of agency : | |
| 3. | Address : | |
| 4. | Phone No : | |
| 5. | E-Mail ID : | |
| 6. | Website : | |
| 7. | Mobile No. and contact person: | |
| 8. | Details about registered office of Applicant and Contact No. | |
| 9. | Status of Applicant [Proprietorship/ partnership firm/ Pvt. Ltd. Co. / Public Ltd Co.] | |
| 10. | Details about Director/Partners List to be attached | |
| 11. | Copy of Memorandum to be attached | |
| 12. | Total experience of applicant [No. of years] | |
| 13. | Certified copy of the Turnover of Agency/ Applicant during last financial three years (2021-22, 2022-23, 2023-24) | |
| 14. | P.A.N. No. (Copy to be attached) | |
| 15. | GST Registration No. | |
| 16. | Bank Details: Account Holder Name: Bank Name Bank Branch Name Account No. IFSC Code. | |
| 17. | Any other document as required under this TENDER. | |

Bidder

Signature & Seal of the

Date:

DECLARATION

1. I / We have read the instructions appended to the Pro forma and I/We understand that if any false information is detected at a later date, any contract made between ourselves and UPSTDC on the basis of the information given by me/us can be treated as invalid by the UPSTDC and I / We will be solely responsible for the consequences.
2. I/We agree that the decision of UPSTDC in selection of contractors will be final and binding to me/us.
3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
4. I / We agree that I / We have no objection if enquiries are made about the work listed by me / us here in above and/or in the accompanying sheets.

Place.

Date.

SIGNATURE:

Name & Designation

& seal of the Company:

Annexure (III)
Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder) Ref.

Date:

To,

The Managing Director
Uttar Pradesh State Tourism Development Corporation Limited
Gomti Nagar
Lucknow
Uttar Pradesh, India

Sub: . **OPERATIONAL LEASE OF BOAT SHED ALONG WITH POWER BOATS AND WATER SPORTS EQUIPMENT AT YAMUNA RIVER BANK PRAYAGRAJ**

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the TENDER document.

We have agreed that _____ (insert individual's name) will act as our representative and has been duly bidder to submit the TENDER. Further, the bidder signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,
yours faithfully,

For and on behalf of

Bidder signatory

Annexure (IV)
Power of Attorney for signing of Application

Know all men by these presents, We _____
(name of the firm and address of the registered office) do hereby irrevocably
constitute, nominate, appoint and bidder 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 Bid for the *****
Project*s+ proposed or being developed by the ***** (the "Authority") including but
not limited to signing and submission of all applications, bids and other
documents and writings, participate in Pre-Applications and other conferences
and providing information/ responses to UPSTDC, representing us in all matters
before UPSTDC, signing and execution of all contracts including the Authorization
Agreement and undertakings consequent to acceptance of our bid, and generally
dealing with UPSTDC in all matters in connection with or relating to or arising
out of our bid for the said Project and/ or upon award thereof to us and/or till
the entering into of the Authorization Agreement with UPSTDC.

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 1. [Notarized]

2 Accepted

(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 30xecutants(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 favor
of the person executing this Power of Attorney for the delegation of power hereunder
on behalf of the Bidder.*

*For a Power of Attorney executed and issued overseas, the document will also have
to be legalized by the Indian Embassy and notarized in the jurisdiction where the
Power of Attorney is being issued.*

ANNEXURE – (V)

TECHNICAL BID

TENDER FOR OPERATIONAL LEASE OF BOAT SHED ALONG WITH POWER BOATS AND WATER SPORTS EQUIPMENT AT YAMUNA RIVER BANK PRAYAGRAJ

FIRM NAME : _____

| <u>S.No</u> | <u>Description with Technical Specifications</u> | <u>Quantity</u> | <u>Remarks YES or NO</u> |
|--------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <u>01</u> | OPERATIONAL LEASE OF BOAT SHED ALONG WITH POWER BOATS AND WATER SPORTS EQUIPMENT AT YAMUNA RIVER BANK PRAYAGRAJ | <u>I. BOAT SHED</u> <u>II. SLIPWAY</u> <u>II. FLOATING JETTY</u> <u>V. 06 IMPORTED HDPE POWER BOATS 40 HP 4S EFI OBM WITH RC</u> <u>V. TWO FRP 30 SEATER MINI CRUISE WITH 90 HP 4S EFI OBM WITH RC</u> | |
| | | | |

ANNEXURE – (VI)

FINANCIAL BID

TENDER FOR OPERATIONAL LEASE OF ELECTRIC BOATS

FIRM NAME : _____

| <u>S.No</u> | <u>ITEM Description with Technical Specifications</u> | <u>Minimum Upset Price Per annum</u> | <u>Annual Lease rent bid Amount which will be increased 5%, per annum from the subsequent year on recurring basis</u> |
|--------------------|------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <u>01</u> | OPERATIONAL LEASE OF BOAT SHED ALONG WITH POWER BOATS AND WATER SPORTS EQUIPMENT AT YAMUNA RIVER BANK PRAYAGRAJ | <u>Rs.50 LAKH</u> | |
| | | | |

Note:

- a) Price quoted is without GST. GST as applicable will be paid extra
- b) Price quoted is subject to 10% of the revenue of the activity for that year
- c) If 10% of the revenue is higher than the lease as increased then for that year 10% of the revenue will be treated as lease rental and for next year increase in lease rental will be done on that value.
- d) All Terms and Conditions for the safety issued by the District Administration will be adhered to by the bidder.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX