RFP Ref. No.: 2128/Water Sports-Catamaran/2026-27

Request for Proposal (RfP)

Selection of Operator
for
Operation, Maintenance and Management of Catamaran-Based Tourism Services at River Saryu, Ayodhya and River Ganga, Varanasi, Uttar Pradesh on Revenue Sharing Basis

November 2026.

Issued By

UP State Tourism Development Corporation Ltd.
Rajarshi Purshottam Das Tandon Paryatan Bhavan,
C-13, Vipin Khand, Gomti Nagar,
Lucknow, Uttar Pradesh.
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Uttar Pradesh State Tourism Development Corp. Ltd.
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C-13, Vipin Khand, Gomti Nagar,
Lucknow, Uttar Pradesh.
Ph: +91-522-2308993
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(Notice Inviting E-Tender)

Request for Proposal (RfP)
for
Selection of Operator
for
Operation, Maintenance and Management of Catamaran-Based Tourism Services at River Saryu, Ayodhya and River Ganga, Varanasi, Uttar Pradesh on Revenue Sharing Basis

The Uttar Pradesh State Tourism Development Corp. Ltd. (UPSTDC), Government of Uttar Pradesh is inviting Proposal from interested Applicants for Selection of Operator for above mentioned assignment based on Terms of Reference (ToR) and other Scope of Services and conditions as detailed out in the RfP.

Interested Applicants are invited to submit their Proposals in accordance with the terms specified in the RfP. The RfP Document is available on the e-procurement website (https://etender.up.nic.in). Duly completed RfP shall be submitted online through e-procurement portal on or before **12:00 hours: 28th November 2026**.

UPSTDC reserves the right to accept or reject the selection process without assigning any reasons thereof.

For further information please contact:
Nodal Officer, UPSTDC
E-mail id: md@upstdc.co.in; Mob.: 91490 99890

Managing Director
UPSTDC
Government of Uttar Pradesh

DATA SHEET

Sl.No.	Description	Remarks
1	Name of the Project	Selection of Operator for Operation, Maintenance and Management of Catamaran-Based Tourism Services at River Saryu, Ayodhya and River Ganga, Varanasi, Uttar Pradesh on Revenue Sharing Basis
2	Scope of Service	To Promote Green Water tourism in River Saryu, Ayodhya and River Ganga, Varanasi, the Authority has been provided with the Electric Catamaran Vessel on Lease for a period of 15 years that has been operational for the last 2 years. The Authority intends to select an operator for Operation, Maintenance and Management of the Catamaran and related tourism services.
3	Type	Single Stage – License Agreement
4	Selection Process	Highest Revenue Share (H1 Applicant)
5	RfP Document Fee	Rs 5,000.00 (Rupees Five Thousand only) + Rs 900.00 (Rupees Nine Hundred only) GST as applicable i.e. Rs. 5,900 (Rupees Five Thousand Nine Hundred only) (non-refundable) to be paid through **NEFT/RTGS**[1] Only
6	Downloading of RfP document	06th Nov 2026 10:00 Hrs. IST onwards (https://etender.up.nic.in)
7	Submission of Queries/ Clarification	Applicants shall have to post their queries on e-mail address md@upstdc.co.in on or before 17th Nov 2026 15:00 Hrs. IST.
8	Nodal Officer	Managing Director Uttar Pradesh State Tourism Development Corp. Ltd. Rajarshi Purshottam Das Tandon Paryatan Bhavan, C-13, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh. Ph: +91-522-2308993 Fax: 91-522-2308937, 2307074 E:Mail: md@upstdc.co.in
9	Proposal Due Date	28th Nov 2026 12:00 Hrs. IST
10	Opening of Technical Proposal	30th Nov 2026 15:00 Hrs. IST. at 3rd Floor, Rajarshi Purshottam Das Tandon Paryatan Bhavan, C-13, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh.
11	Opening of Financial Proposal	To be intimated later only to Short-listed Applicants
12	Letter of Award (LoA)	Within 7 days from opening of Financial Proposals
13	Signing of Agreement	Within 30 days from the Acceptance of LoA and subject to submission of Performance Security
14	Proposal Security/ EMD	Rs 5,00,000.00 (Rupees Five Lacs only) as applicable (refundable) to be paid through **NEFT/RTGS** (Bank details specified in the footnote) Only
15	Submission of Proposal	through e-procurement portal only i.e. https://etender.up.nic.in
16	Validity of the Proposal	120 (One Hundred and Twenty) from the Proposal Due Date.
18	Performance Security	INR 50,00,000 (Rs. Fifty Lacs Only) per location in the form of a bank guarantee issued by Nationalised Bank, or a Scheduled Commercial Bank in India in favour of MD, UPSTDC Ltd or through NEFT/RTGS in the following Account "Name of Beneficiary: UPSTDC Ltd; Name of Bank and Branch: Canara Bank, Vipin Khand, Gomti Nagar Lucknow; Account Number: 2405101006659; IFSC Code: CNRB0002405"or a Fixed Deposit Receipt (FDR) issued by a Nationalised Bank or Scheduled Commercial Bank in India in favour of the Managing Director, UPSTDC Ltd.

[1] **Account details for (NEFT/RTGS) of cost of RFP documents & EMD: -**
Name of Beneficiary: UPSTDC Ltd; Name of Bank and Branch: Canara Bank, Vipin Khand, Gomti Nagar Lucknow; Account Number: 2405101006659; IFSC Code: CNRB0002405

RFP Ref. No.: 2128/Water Sports-Catamaran/2026-27

Uttar Pradesh State Tourism Development Corp. Ltd.
Government of Uttar Pradesh

Request for Proposal (RfP)

Selection of Operator
for
Operation, Maintenance and Management of Catamaran-Based Tourism Services at River Saryu, Ayodhya and River Ganga, Varanasi, Uttar Pradesh on Revenue Sharing Basis

PART I: INSTRUCTION TO APPLICANTS

November 2026.

UP State Tourism Development Corporation Ltd.
Rajarshi Purshottam Das Tandon Paryatan Bhavan,
C-13, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh.
Ph: +91-522-2308993 Fax: 91-522-2308937, 2307074
upstdc.co.in

Disclaimer

1. *The information contained in this Request for Proposal document (the "RFP") or subsequently provided to the Applicant(s), whether verbally or in documentary or any other form by or on behalf of UP State Tourism Development Corporation Ltd. ("UPSTDC") or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.*
2. *This RFP is not an agreement and is neither an offer nor invitation by UPSTDC to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting their Technical and Financial Proposals (together constituting the "Application") pursuant to this RFP. This RFP includes statements which reflect various assumptions and assessments arrived at by UPSTDC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for UPSTDC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP 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, statements and information contained in this RFP and obtain independent advice from appropriate sources.*
3. *Information provided in this RFP to the Applicant(s) is 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. UPSTDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.*
4. *UPSTDC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, sufficiency, completeness or reliability of this RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bidding Process.*
5. *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.*
6. *UPSTDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.*
7. *The issue of this RFP does not imply in any way, that UPSTDC is bound to select an Applicant or to appoint the Operator, as the case may be, for the Project and the UPSTDC reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.*
8. *The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by UPSTDC or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and UPSTDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.*
9. *In particular, UPSTDC shall not be responsible / liable for any latent or evident defect of the site or any other related aspects at the time of bidding, as applicable to the tender. Any character or requirement of the site, which may be deemed to be necessary by the Applicant should be independently established and verified by the Applicant.*

Glossary

Authority	As per Clause 1.1.1 of the RfP
the “Proposal”	As per Clause 1.2.1 of the RfP
the “Operator”	As per Clause 1.2.1 of the RfP
the “Services”	As per Clause 1.2.1 of the RfP
RFP Document	As per Clause 1.4.3 of the RfP
Selection Process	As per Clause 1.6.1 of the RfP
Selected Applicant	As per Clause 1.6.3 of the RfP
Agreement	As per Clause 2.1.4 of the RfP
Contract	As per Clause 2.1.4 of the RfP
Conditions of Eligibility	As per Clause 2.2.1 of the RfP
Conflict of Interest	As per Clause 2.3.1 of the RfP
Authorised Signatory	As per Clause 2.11.2 of the RfP
License Fee	As per Clause 2.13.2 of the RfP
“Highest Applicant” or “H1 Applicant”	As per Clause 2.13.4 of the RfP
LoA	As per Clause 2.27 of the RfP
Qualified Applicants	As per Clause 3.1.3 of the RfP
Performance Security	As per Clause 5.2 of the RfP

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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1. Introduction

1.1. Background

1.1.1 Uttar Pradesh State Tourism Development Corporation Ltd. (UPSTDC) **(**the **"Authority")** is a Government of Uttar Pradesh undertaking responsible for tourism infrastructure development and promotion of tourism across the State. As a part of this endeavour, the Authority intends to improve and facelift Green Water Tourism in Ayodhya and Varanasi, Uttar Pradesh. The action seek to:

a) To Promote green water tourism in River Saryu, Ayodhya and River Ganga, Varanasi;

b) The Inland Waterways Authority of India (IWAI) and Government of Uttar Pradesh vide Agreement dated 25th September 2023 has provided the Electric Catamaran Vessel on Lease for a period of 15 years to Government of Uttar Pradesh.

1.1.2 As part of this endeavour, the Authority intends to license the Catamaran Vessel to the selected Operator for an initial period of 5 (five) years for its operation, maintenance and management, which may be extended for a further period of 5 (five) years, subject to satisfactory performance of the Operator and on such terms and conditions as may be stipulated by the Authoritys, the details of which are stated below:

Location 1 **Allied** **Infrastructure**	Ayodhya • Pontoon for movement • Electricity Connection (Type-Public Charging Station- LMV 11) at Naya Ghat/ Guptar Ghat
Location 2 **Allied** **Infrastructure**	Varanasi • Pontoon for movement • Electricity Connection (Type-Public Charging Station- LMV 11) at Namo Ghat/ Ravidas Ghat
Electric Catamarans	The tentative brief outline technical specifications of the electric powered Catamaran Vessels are as follows: • Approximate Dimension (LxBxDxT) are 25.0 m x 6.5m x 1.7m x 0.9m respectively. • Speed: Cruising speed is 7 knots and maximum speed is 9 knots • Propulsion: Conventional Twin Screw: Battery Power Source and electric type • Endurance: At cruising speed is 75 mins and at maximum speed is 45 mins. • Material: Aluminum hull and FRP Structure • Battery: LTO type with the capacity of about 120 kW hr; Charging time is 20 minutes for 80% SoC. • Complement: 50 passengers • Accommodation is fully air conditioned for passenger space; 2 men crew cabin; toilet facility for passenger/crew
Insurance	Insurance done and effective from 22/08/2026 to 21/08/2027 for the following: • Unnamed 50 passenger and 5 crew members • Accident and Health insurance • Other Non-life insurance services • Vehicle's Hull • Marine, aviation and other transport insurance services

1.1.3 The Authority has previously operationalized the electric catamaran services for eco-friendly river tourism operations. The Authority intends to engage a competent private partner for the operation, maintenance and management of the Catamaran and allied services for green tourism promotion.

1.2. Request for Proposal

1.2.1 The Authority is now inviting proposal **(the "Proposal")** from experienced, qualified and interested firms for selection of Operator **(the "Operator")**, desirous to provide services for undertaking the Assignment **(the "Services")** in accordance with the Scope of Work specified at Clause 2.1**.**

1.2.2 The Authority intends to select the Operator through an open competitive Selection Process in accordance with the procedure set out herein.

1.2.3 The interested Applicant may apply for either or both of the locations/cities.

1.3. Due diligence by Applicants

1.3.1 Applicants are encouraged to inform themselves fully about electric Catamaran and the local conditions before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Data Sheet.

1.4. RFP Document

1.4.1 The RFP shall be available on the e-Tendering website (https://etender.up.nic.in) till the provided bid due date and may be downloaded by the interested Applicants. The aforesaid documents and any addendum/corrigendum issued subsequent to this RFP will be deemed to form part of the RFP Document.

1.4.2 The Applicant shall deposit (on-line mode through RTGS) the RFP Document Fee of Rs 5,000.00 (Rupees Five Thousand only) + Rs 900.00 (Rupees Nine Hundred only) GST as applicable i.e. Rs. 5,900 (Rupees Five Thousand Nine only) (non-refundable). Any Proposal not accompanied with RFP Document Fee will be summarily rejected by the Authority as being non-responsive and the Proposal of such Applicant shall not be evaluated further.

1.4.3 The Authority shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority **(collectively the "RFP Document")**, and all Proposals shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.8 for submission of Proposal.

1.5. Validity of the Proposal

1.5.1 The Proposal shall be valid for a period of not less than 120 (One Hundred and Twenty) from the Proposal Due Date.

1.6. Brief description of the Selection Process

1.6.1. The Authority has adopted a single-stage Highest Revenue Based Selection process **(collectively the "Selection Process")** in evaluating the Proposals comprising technical and financial proposals to be submitted on-line through the e- Tendering portal (https://etender.up.nic.in).

1.6.2. In the first stage, a technical evaluation shall be carried out as specified in this RfP. Based on this technical evaluation, a list of shortlisted applicants shall be prepared. In the second stage, a financial evaluation shall be carried out based on the Revenue Share as quoted by the Applicants as specified in Clause 3.1. Proposals shall finally be ranked according to their financial scores as specified in Clause 3.1.

1.6.3. The first ranked Applicant (the "Selected Applicant") shall be called for negotiation, if necessary,

while the second ranked Applicant will be kept in reserve.

1.7. Currency for evaluation.

1.7.1 For the purposes of evaluation of Proposals of Applicants, only INR will be considered as the applicable currency.

1.8. Schedule of Selection Process

1.8.1 The Authority would endeavor to adhere to the following schedule:

Description	Remarks
Downloading of RfP document	06th Nov 2026 10:00 Hrs. IST onwards (https://etender.up.nic.in)
Submission of Queries/ Clarification	Applicants shall have to post their queries on e-mail address md@upstdc.co.in on or before 17th Nov 2026 15:00 Hrs. IST.
Nodal Officer	Managing Director Uttar Pradesh State Tourism Development Corp. Ltd. Rajarshi Purshottam Das Tandon Paryatan Bhavan, C-13, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh. Ph: +91-522-2308993 Fax: 91-522-2308937, 2307074 E:Mail: md@upstdc.co.in Contact Person: Manoj Kumar Singh (CFAO): Mob. 91490 99890 Vinay Kumar Singh (PMU Team): Mob. 97936 11444
Pre Proposal Meeting	18th Nov 2026 15:00 Hrs. IST. **The link for Pre-proposal meeting will be uploaded in the e-tender website**
Proposal Due Date	28th Nov 2026 12:00 Hrs. IST
Opening of Technical Proposal	30th Nov 2026 15:00 Hrs. IST. at 3rd Floor, Rajarshi Purshottam Das Tandon Paryatan Bhavan, C-13, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh.
Opening of Financial Proposal	To be intimated later only to Short-listed Applicants
Letter of Award (LoA)	Within 7 days from opening of Financial Proposals
Signing of Agreement	Within 15 days from the Acceptance of LoA and subject to submission of Performance Security

1.8.2 The Authority shall endeavour to adhere to the dates indicated above. However, it reserves the right to effect changes to the above dates, if the need arises, without assigning any reason or being liable for the same in any manner whatsoever. Such change, if any, would be uploaded at the e-tender portal from time to time.

1.8.3 Further, the Authority reserves the right to hold, in its sole and absolute discretion, more than one Pre-Bid meeting or hold one or more consultation meetings with the Applicants and in such event the above schedule shall stand modified and amended.

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of the Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to the Services are specified in this RFP. In case an Applicant firm possesses the requisite experience and capabilities required for undertaking the Services, it may participate in the Selection Process. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the License Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Applicant hereunder shall continue to have effect in addition to its obligations under the License Agreement.

2.1.3 Applicants are advised that the selection of Operator shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process or selection shall be given and that the Authority's decisions are without any right of appeal whatsoever.

2.1.4 The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical Proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Selected Operator shall be required to enter into an agreement in the form specified at Schedule 1 **(the "Agreement")**. The Agreement sets forth the detailed terms and conditions for including the scope of the works of services **(the "Contract")**.

2.1.5 The scope of work for the Service includes:

- The Operator shall be broadly responsible for the
    a) complete operation, management, maintenance, safety, regulatory compliance, and commercial management of the Catamaran Boat Services during the Contract Period, including but not limited to mobilisation, inspection, takeover and deployment of vessels; recruitment, verification, training, deployment and supervision of personnel;
    b) passenger management, ticketing, boarding and disembarkation;
    c) navigation, route planning, scheduling and crowd management;
    d) charging operations and electricity consumption; preventive and corrective maintenance, repairs, upkeep of batteries, chargers, equipment and onboard systems;
    e) cleaning, housekeeping, consumables, spare parts and passenger amenities;
    f) revenue collection, accounting and payment of the Authority's revenue share;
    g) customer service, grievance redressal and incident reporting; emergency response and safety management;
    h) procurement and maintenance of all permits, licences, approvals, registrations, certifications and statutory clearances required for the operation of the services; payment of applicable taxes, fees and charges allocated to the Operator;
    i) procurement, maintenance and renewal of adequate insurance policies throughout the Contract Period, including vessel insurance, third-party liability insurance, passenger liability insurance, employee/workmen compensation insurance and such other insurances as may be required under Applicable Laws.;
    j) payment of all applicable taxes, duties, cesses, fees, port charges, berth charges, registration charges, utility charges and other statutory levies and outgoings allocated to the Operator under this Agreement;

k) compliance with all applicable laws, regulations, standards and directions relating to inland water transport, tourism, environmental protection, labour, taxation, electrical safety, public safety and any other applicable legal requirement.; and

l) The Operator shall also be responsible for the orderly demobilisation and handover of all vessels, equipment, records and facilities to the Authority upon expiry or termination of this Agreement in accordance with the Authority's directions

- The detailed Scope of Work is determined in **Clause 3** of the Agreement.

2.2 Conditions of Eligibility

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the **"Conditions of Eligibility"**) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility shall be considered for evaluation.

a) The Applicant may be a single entity, or a group of entities ("**Consortium**"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be a member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium;

b) Number of members in a Consortium shall not exceed 2 (two) including Lead Member;

c) The Applicant including any Consortium Member may be a business entity/proprietorship/partnership/company or other legally recognised business form etc.

d) The Applicant including any Consortium Member shall be legally competent to enter into an Agreement as per prevailing Indian law;

e) An Applicant including any Consortium Member 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 Applicant, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Applicant.

f) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (Service Contracts, PPP or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as Member of a Consortium.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

2.2.2.1 The Applicant should be a registered Legal Entity:

Applicant Type	Eligibility	Mandatory documents (As applicable)
Single Entity/ Consortium	• An independent private legal entity incorporated / registered in India such as proprietorship firm, partnership firm, limited liability partnership (LLP), private limited company registered under Companies act 2013, public limited company registered under Companies act 2013 including Joint Ventures, government-owned entities.	• Certificate of Incorporation; • GST Registration certificate issued by GSTN authorities; • PAN Card; • Board Resolution (only in the case of Company) allowing the Company to participate in the tender and nominating an authorized signatory Appendix I – Form 3. The Board Resolution is not mandatory in case of Proprietorship firms.

		• Appendix I – Form 2

2.2.2.2 The Applicant should have prior relevant technical experience:

Applicant Type	Eligibility	Mandatory documents
Single Entity/ Consortium	• The Applicant(s) shall have experience of at least: 1. **Continuous Operating Experience** The Bidder shall have a minimum of **five (5) years of continuous experience** in operating passenger cruise vessels, ferries, tourist boats, houseboats, or similar passenger water transport services as on the Bid Due Date. 2. **Experience in Operating Passenger Vessels** The Bidder shall have operated during the last five (5) years at least two (2) passenger vessels simultaneously or operated passenger vessels having an aggregate passenger carrying capacity of not less than 100 passengers. 3. **Passenger Handling Experience** The Bidder shall have handled a cumulative passenger traffic of not less than **10,000 passengers** during any one year in the immediately preceding five (5) years. 4. **Ownership of Passenger Vessel** The Bidder shall own and operate at least one (1) passenger vessel having a certified passenger carrying capacity of not less than 50 passengers as on the Bid Due Date. 5. **Operational and Regulatory Capability** The Bidder shall demonstrate capability in vessel operations, crew management, safety management, maintenance planning, and compliance with all applicable statutory and maritime regulations.	• The details of all eligible criteria should be provided as per the formats provided in Appendix – I Form - 7. • Any one or more of the following as applicable to substantiate eligibility: ✓ Completion/ Performance/ Satisfactory Services Certificate. ✓ Contract Continuation Certificate (for ongoing contracts). ✓ Copy of Work Order ✓ Concession Agreements, Charter Agreements, License Agreements, or Contracts evidencing vessel operations. ✓ CA Certificate confirming revenue from passenger vessel/cruise operations during the relevant period with UDIN. ✓ Vessel Registration Certificates./ Passenger Vessel Licenses. ✓ CA certificate specifying fleet size and capacity with UDIN. ✓ Passenger traffic reports certified by a Chartered Accountant with UDIN. ✓ Certificates from Port Authority, Inland Waterways Authority, Maritime Board, Tourism Department, or contracting authority, wherever available. ✓ Certificate of Registry/Certificate of Ownership. ✓ Insurance Policy of the vessel. ✓ Details of key operational personnel and crew. ✓ Crew competency certificates and licenses.

2.2.2.3 The Applicant should have a minimum financial strength:

Applicant Type	Minimum Eligibility	Mandatory documents
Single Entity/ Consortium	• Single Entity- Average annual Turnover in the last 3 financial years (i.e 2022-23,2023-24 and 2024-25 or 2023-24,2024-25 and 2025-26) should be at least INR 10,00,00,000 /- (INR Ten Crores only).	• Turnover of the Applicant (s) should be provided as per the format provided in Annexure1 Form 6 and certified by a

	• Consortium- Average annual Turnover in the last 3 financial years (i.e 2022-23,2023-24 and 2024-25 or 2023-24,2024-25 and 2025-26) should be at least INR 14,00,00,000 /- (INR Fourteen Crores only).	Chartered Accountant with UDIN.
	• Bidder should have positive Net-Worth as on bid submission date.	

2.2.2.4 The Applicant should not have any conflict of interest or blacklisting as on bid due date:

Applicant Type	Minimum Eligibility	Mandatory documents
Single Entity/ Consortium	The Applicant: Not be insolvent, under liquidation, debarred or blacklisted by any Central Government, State Government, local authority, public-sector undertaking or statutory body as on the Bid Due Date.	• Certificate from the authorized signatory of the Applicant as per the Annexure1 Form 1 mentioned at Qualification application.

2.2.3 In case of a Consortium, the combined technical and financial capacity of both the Members will be considered.

2.2.4 The Technical/Financial qualification of the Bidder and its Holding/Sister/ Subsidiary/ Parent company shall be considered for evaluation of the Bid.

2.2.5 In case the Applicant is a Consortium, it shall comply with the following additional requirements:

a) Number of members in a Consortium shall not exceed 2 (two) including Lead Member;
b) the term Applicant, shall include each Member of such Consortium;
c) the Bid should include a brief description of the roles and responsibilities of individual Members, particularly with reference to financial, technical and operation & maintenance obligations;
d) Members of the Consortium shall nominate one Member as the lead member ("**Lead Member**"). The nomination(s) shall be supported by a Power of Attorney, as per the format at Form-5: Annexure-I, signed by all the other members of the Consortium;
e) an individual Bidder cannot at the same time be member of a Consortium applying for the RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for RFP;
f) members of the Consortium shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at Form-4: Annexure-I (the "**Joint Bidding Agreement**"), for the purpose of making the Bid and submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:

- *clearly outline the proposed roles and responsibilities, if any, of each member;*
- *The composition of the Consortium, including the Lead Member and other Consortium Members, shall remain unchanged from the Bid Due Date until the expiry of a period of two (2) years from the Commercial Operation Date ("Lock-in Period").*
- *During the Lock-in Period, no Consortium Member shall withdraw, transfer, alienate, assign, dilute, or otherwise dispose of its ownership, shareholding, partnership interest, or rights in the Consortium/Project Entity without the prior written approval of the Authority.*
- *any change in the Consortium composition or ownership structure during the Lock-in Period without the prior written consent of the Authority shall constitute a material breach of the Agreement and shall entitle the Authority to take appropriate action, including suspension, termination of the Agreement, encashment of Performance Security, and/or other remedies available under the Agreement.*

- *Upon expiry of the Lock-in Period, any proposed change in Consortium composition shall remain subject to the prior written approval of the Authority and compliance with the eligibility and qualification requirements stipulated in the Bid Documents and the Agreement.*
- *include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Operator in relation to the Project; and*
- *except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Directorate/Authority.*

g) The Lead Member of the Consortium should confirm unconditional acceptance of full responsibility for executing the Project and meeting all obligations of this RFP. This confirmation should be furnished as part of the Technical Bid; and

h) The Lead Member shall be responsible for discharging all responsibilities related to the Bidding Process.

2.3 Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest (the **"Conflict of Interest"**) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. Without limiting the generality of the above, a Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be, in the other Applicant, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Applicant is also a constituent of another Applicant; or

iii. such Applicant or its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant or its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant or its Member or Associate thereof; or

iv. such Applicant has the same legal representative for purposes of this Bid as any other

Applicant; or

v. such Applicant, or any Associate thereof, has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

vi. such Applicant or any Associate thereof has participated as a Applicant to the Authority in the preparation of any documents, design or technical specifications of the Project

Explanation:

For purposes of this RFP, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

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

2.3.3 Any Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance, this disqualification shall not apply where such adviser was engaged by the Applicant, its Members or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of the issue of the RFP. Nor will the disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.4 Number of Proposals

2.4.1 No Applicant shall submit more than one Proposal for the Services.

2.5 Cost of Proposal

2.5.1 The Applicants shall be responsible for all the costs associated with the preparation of their Proposals in accordance with Clause 2.5.2 and participation in the Selection Process, visits to the Authority and Project Site, etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.5.2 Applicants are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, Applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Applicant

2.6.1 It shall be deemed that by submitting the Proposal, the Applicant has:

a. made a complete and careful examination of the RFP Document;

b. received all relevant information requested from the Authority;
c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
d. satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;
e. acknowledged that it does not have a Conflict of Interest; and
f. agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to reject any or all Proposals

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any or all Proposal and to annul the Selection Process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Applicants to submit fresh Proposals hereunder.

2.7.2 Without prejudice to the generality of Clause 2.7.1, the Authority reserves the right to reject any Proposal if:
a. at any time, a material misrepresentation is made or discovered, or
b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal;

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified/rejected, then the Authority reserves the right to consider the next best Applicant or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

2.7.3 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.7.4 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any Proposal.

B. Documents

2.8 Contents of the RFP

2.8.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum/Amendment issued in accordance with Clause 2.10:

Request for Proposal	
1	Introduction
2	Instructions to Applicants
3	Criteria for Evaluation

4	Fraud and Corrupt Practices
5	Miscellaneous
Schedule	
1	Draft Agreement with Annexures
Annex 1	Terms of Reference
Annex 2	Financial Bid
Annex 3	Bank Guarantee for Performance Security
3	Appendices
Appendix-I	Technical Proposal
Form 1	Letter of Proposal
Form 2	Particulars of the Applicant
Form 3	Power of Attorney (PoA) for Signing the Proposal
Form 4	Joint Bidding Agreement for Consortium (Not Applicable)
Form 5	Power of Attorney (PoA) for Lead Member of the Consortium (Not Applicable)
Form 6	Financial Capacity of the Applicant(s)
Form 7	Details of Eligible Assignments of Applicant
Appendix-II	Financial Proposal

2.9 Clarifications on RFP

2.9.1 Applicants requiring any clarification on the RFP may send their queries to the Authority by sending emails before the date mentioned in the Schedule of Selection Process at Clause 1.8 Schedule of Selection Process.

2.9.2 The Authority shall endeavor to respond to the queries by the date mentioned at Clause 1.8. Schedule of Selection Process. The Authority will post the reply to all such queries on the e-procurement portal without identifying the source of queries.

2.9.3 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be construed as obliging the Authority to respond to any queries or to provide any clarification.

2.10 Amendment of RFP

2.10.1 At any time prior to the PDD, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addendum/ Amendment. All such amendments will be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.10.2 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.11 Language

2.11.1 The Proposal with all accompanying documents and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the prescribed forms provided in this RFP.

2.12 Format and signing of Proposal

2.12.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received online in the specified forms and complete in all respects and RFP processing Fee, Proposal Security are provided as per the conditions of the RfP. Incomplete and /or conditional Proposals shall be liable to rejection.

2.12.2 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall 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 Proposals must be properly signed by the authorised signatory (the "Authorised Signatory") as detailed below:

a) by the Proprietor, in case of a proprietary firm or a duly Authorised person holding the Power of Attorney issued by the Proprietor; or
b) by a Partner, in case of a partnership firm and/or a limited liability partnership or a duly Authorised person holding the Power of Attorney issued by the Partner; or
c) by a duly Authorised person holding the Power of Attorney or a Borad Resolution, in case of a Limited Company or a Corporation; or
d) In the case of a Consortium, the Proposal shall be signed by the duly authorised representative of the Lead Member, who shall be authorised by all Consortium Members through a Power of Attorney.

A copy of the Power of Attorney, duly notarised and in the form specified in Appendix-I (Form-3), shall accompany the Proposal. In the case of a Consortium, the Power of Attorney executed by all Consortium Members in favour of the Lead Member and the Power of Attorney issued by the Lead Member in favour of its authorised representative, as applicable, shall accompany the Proposal. Provided, however, that such Power of Attorney shall not be required where the Proposal is signed by the Proprietor, a Partner, or a Director on the Board of Directors of the Applicant or the Lead Member, as the case may be, and documentary evidence of such authority is furnished.

2.12.3 All the documents of the Proposal should be uploaded on the E-Procurement Portal https://etender.up.nic. using digital signature with their valid Digital Signature Certificate (DSC) in the form of smart card token.

2.12.4 The Applicant shall submit through E-Procurement Portal two separate files. First Electronic Document – Part 1- Technical Proposal documents and the Second Electronic Document – Part 2- Financial Proposal document. After submission of Proposals, the system would generate a unique proposal identification number which is time stamped. This shall be treated as acknowledgment of Proposal submission. The Applicant shall submit the Technical Proposal and Financial Proposal online through e-procurement portal https://etender.up.nic.in along with supporting documents as appropriate.

Note: Instructions for e-submission are specified in E-Procurement Portal of https://etender.up.nic The Applicant must acquaint and train themselves with the rules, regulations, procedure and implied conditions/agreement. The Applicant shall settle clarifications and disputes if any, regarding the E-Procurement Portal directly with E-Procurement Portal helpdesk. The Applicant shall be responsible for seeing the E-Procurement Portal till last date of submission of Proposal for any clarification/amendment which shall be part of the RFP Document. Authority will not own the responsibility for any technical issue, if any, for the submission of the proposal.

2.13 Technical Proposal

2.13.1 Applicant shall submit the technical proposal strictly as per forms given in Appendix-I ("Technical Proposal").

2.13.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

a) all forms are submitted in the prescribed formats and signed by the Authorised signatory;

b) Power of Attorney (PoA), if applicable, is executed as per Applicable Laws;
c) the Proposal is responsive in terms of Clause 2.22;
d) Copies of Applicant's duly audited balance sheet and profit and loss statement for preceding 3 years;
e) Certificate(s) from its Statutory Auditors/ Chartered Accountants with UDIN stating its total revenues during each of the past 3 (three) financial years;
f) Proposal Security/EMD through NEFT/RTGS in the following Account "Name of Beneficiary: UPSTDC Ltd; Name of Bank and Branch: Canara Bank, Vipin Khand, Gomti Nagar Lucknow; Account Number: 2405101006659; IFSC Code: CNRB0002405;
g) Copy of Proof of payment of Rs. 5,000 (Rupees Five Thousand only) + GST @ 18% i.e. Rs. 5,900/- towards cost of RFP Processing Fee.

2.13.3 Failure to comply with the requirements spelt out in this Clause 2.13 shall make the Proposal liable to be rejected.

2.13.4 Not be insolvent, under liquidation, debarred or blacklisted by any Central Government, State Government, local authority, public-sector undertaking or statutory body as on the Bid Due Date.

2.13.5 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LoA or entering into of the Agreement, and if the Selected Applicant has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP Document, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Advisor, as the case may be. In such an event, the Authority shall forfeit and appropriate the Proposal Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.13.6 The short-listed Applicants shall submit the following documents physically (if any) before opening of their Financial Proposal:
a) Original Power of Attorney for signing the Proposal as per format at Appendix- I Form 3;
b) Original Joint Bidding Agreement for Consortium as per format at Appendix- I Form 4 if applicable;
c) Original Power of Attorney for Lead Member of the Consortium as per format at Appendix- I Form 5 if applicable.

The documents listed at Clause 2.13.6 shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "RFP for Selection of Operator for Operation, Maintenance and Management of Catamaran-Based Tourism Services at River Saryu, Ayodhya and/or River Ganga, Varanasi, Uttar Pradesh on Revenue Sharing Basis" and shall clearly indicate the name and address of the Applicant and shall be addressed to the Nodal Officer mentioned at Clause 1.8.

2.13.7 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.13.8 Failure to comply with the requirements spelt out in this Clause 2.13 shall make the Proposal liable to be rejected.

2.13.9 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.13.10 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP Document. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.13.11 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LoA or entering into of the Agreement, and if the Selected Applicant has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP Document, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Advisor, as the case may be. In such an event, the Authority shall forfeit and appropriate the Proposal Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.14 Financial Proposal

2.14.1 Applicants shall submit the Financial Proposal (strictly as per the format and instructions of e-procurement portal) in the Form-1 of Appendix-II ("Financial Proposal") clearly indicating the percentage of Revenue Share (the "Revenue Share") in both figures and words, in Percentage. In the event of any difference between figures and words, the amount indicated in words shall prevail

2.14.2 While submitting the Financial Proposal the Applicant shall ensure that the Financial Bids are invited for the Project on the basis of **monthly revenue share** payable to the Authority for respective city, considering all the following factors:

a) Due diligence & survey;
b) Cost related to conceptualization, design, manufacture/procurement, delivery, trail-run, monitoring and verification of Catamaran and equipment;
c) Costs of procurement, installation, operation and maintenance of temporary or permanent infrastructure, including associated civil, electrical, safety, utility and support infrastructure;
d) All operation and maintenance expenses, including manpower, repairs, replacements, consumables, mandatory spares, insurance and other recurring expenses;
e) Electricity and utility charges, including fixed charges, energy charges, cess, surcharges, duties and other charges levied by the relevant utility provider;
f) All requirements under the Operators' obligations for testing, pre commissioning and commissioning of the facilities, acquisition of required permits, approval and licenses etc. required to run the Catamaran during the Agreement Period mentioned in the RFP;
g) Collection and appropriation of Revenue: The Operator shall have the sole and exclusive right to demand, collect and appropriate Fare and Non-Fare revenue from the operation, during the Contract Period in accordance with Applicable laws, Good industry practice and more particularly, in accordance with the terms set out under the Agreement.
h) All the costs associated with the Assignment shall be considered prior to the quote of Revenue Share percentage in the Financial Proposal.

2.14.3 The Revenue Share percentage shall constitute the sole criteria for evaluation of Financial Proposals. The Project shall be awarded to the Applicant quoting the highest Revenue Share percentage for respective cities.

2.14.4 In this RFP, the term **"Highest Applicant"** or **"H1 Applicant"** shall mean , in respect of a particular

City, the Applicant whose Financial Proposal for such City contains the highest Revenue Share percentage payable to the Authority and is determined to be the highest-ranked responsive bid in accordance with the provisions of this RFP.

a) The quoted percentage shall apply to Gross Realisable Revenue[2];
b) The Operator shall not deduct operating expenses, electricity, maintenance, depreciation, finance cost, salary, tax, commissions, payment-gateway charges, marketing cost, refunds not approved, bad debts or any other expense before calculating the Authority's share.
c) The Revenue Share Fee shall be exclusive of GST;
d) GST as applicable on the Revenue share shall be paid extra;
e) The Selected Applicant shall pay to the Authority the Revenue Share calculated as the applicable percentage of the Gross Realisable Revenue earned during each calendar month. Such Revenue Share shall be payable on or before the 15th (fifteenth) day of the immediately succeeding month, along with a statement certified by the Authorised Signatory containing details of the Gross Realisable Revenue for the relevant month.
f) Any delay in payment to the Authority shall attract a interest of SBI MCLR + 2% per annum

2.14.5 Minimum Revenue Share Percentage

The Revenue Share Percentage quoted by the Applicant shall not be less than **10% (Ten Percent)** of the Gross Realisable Revenue. Any Bid quoting a Revenue Share Percentage below 10% shall be considered non-responsive and shall be rejected outright without further evaluation.

The Revenue Share Percentage offered by the Selected Applicant shall remain valid and binding throughout the Contract Period and shall constitute the minimum revenue payable to the Authority in accordance with the terms of this Agreement.

For avoidance of doubt, Applicants may quote a Revenue Share Percentage higher than 10%, and such higher percentage shall be considered for the purpose of Bid evaluation in accordance with the provisions of the Bid Documents.

2.15 Proposal Due Date (PDD)

2.15.1 Proposal should be submitted on the Proposal Due Date specified at Clause 1.8 ("PDD") in the manner and form as detailed in this RFP Document. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing a Corrigendum/Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.15.2 The Proposal comprising of the document listed in Clause 2.13.2 of the RFP shall be submitted online through e-procurement portal on or before the PDD. Documents listed at Clause 2.13.6 of the RFP shall be physically submitted as advised, at the address provided in Clause 1.8 in the manner and form as detailed in this RFP.

2.15.3 The Authority shall not be responsible for any non-receipt/non submission of any Proposal owing to any technical issue at e-procurement portal. The Applicants are requested to make online submission well in advance.

2.16 Late Proposals

[2] Gross Realisable Revenue means the total amount charged, collected, receivable or otherwise realised from passengers, group bookings, charters, special trips, advertisements, sponsorships, onboard sales and any other activity using the Catamaran or the Authority's facilities, before deduction of commissions, discounts, digital-payment charges, operating expenses, salaries, taxes, refunds, bad debts or any other cost, except properly documented passenger refunds approved under the Contract.

2.16.1 E-procurement portal https://etender.up.nic.in shall not allow submission of any Proposal after the prescribed date and time at Clause 2.15. Physical receipt of documents listed at Clause 2.13.6 of the RFP after the prescribed date and time as ascertained by the Authority shall not be considered and the Proposal shall be summarily rejected.

2.17 Modification/ substitution/ withdrawal of Proposals

2.17.1 The Applicant may modify, substitute or withdraw its Proposal after submission prior to the PDD. No Proposal can be modified, substituted or withdrawn by the Applicant on or after the PDD.

2.17.2 For modification of Proposal, Applicant has to detach its old Proposal from e-procurement portal and upload/resubmit digitally signed modified Proposal. For withdrawal of Proposal, Applicant has to click on withdrawal icon at e-procurement portal and can withdraw its e-Proposal. Before withdrawal of a Proposal, it may specifically be noted that after withdrawal of a Proposal for any reason, Applicant cannot re-submit e-Proposal again.

2.17.3 Any alteration/ modification in the Proposal or additional information supplied subsequent to the PDD, unless the same has been expressly sought by the Authority, shall be disregarded.

2.18 Submission of Proposals

2.18.1 Proposal must be submitted online only through e-procurement portal of the Authority https://etender.up.nic.in using the digital signature of Authorised Signatory of the Applicant on or before PDD.

2.18.2 The documents listed at Clause 2.13.2 shall be prepared and scanned in different files (in PDF format) and uploaded during the on-line submission of Proposal. The Applicant shall submit his Proposal online following the instructions appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is also available on e-procurement portal.

2.18.3 A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.18.4 Generally, the H1 Applicant shall be the Selected Applicant. The remaining Applicants shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the H1 Applicant in case such H1 Applicant withdraws or is not selected for any reason. In the event that none of the other Applicants match the Bid of the H1 Applicant, Authority may, in its discretion, annul the Bidding Process.

2.18.5 Applicants are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Contract.

2.18.6 Interested Applicants are invited to submit their bid in accordance with the terms specified in this RFP.

2.19 Proposal Security

2.19.1 The Applicant shall furnish as part of its Proposal, a proposal security as determined in the Data Sheet.

2.19.2 Any Proposal not accompanied by the Proposal Security shall be summarily rejected by the Authority as non-responsive.

2.19.3 Save and except as provided in Clauses 2.19.1, the Proposal Security of unsuccessful Applicants will be returned by the Authority, as promptly as possible on acceptance of the Proposal of the Selected Applicant/s or when the Selection Process is cancelled by the Authority, and in any case within 120 (one hundred and twenty) days from the PDD.

2.19.4 The Selected Applicant's Proposal Security shall be returned, upon the selected Applicant signing

the Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Applicant's option, adjust the amount of Proposal Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.

2.19.5 The Authority shall not be liable to pay any interest on the Proposal Security amount.

2.19.6 The Applicant, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Proposal Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

a) If an Applicant submits a non-responsive Proposal;
b) If an Applicant engages in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
c) if the Applicant is found to have a Conflict of Interest;
d) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
e) In the case of Selected Applicant, if it fails within the specified time limit
   i. to sign and return the duplicate copy of LoA;
   ii. to furnish the Performance Security within the period prescribed therefore in the Agreement; or
   iii. to sign the Agreement.

D. EVALUATION PROCESS

2.20 Online Opening of Proposals

2.20.1 Opening of Proposals will be done through online process.

2.21 Opening of Technical Proposals

2.21.1 The Authority shall open the Technical Proposals received online at the time, date and the place specified in Clause 1.8 and in the presence of the Applicants who choose to attend. Financial Proposal of only those Applicants shall be opened online whose documents listed in Clause 2.13.6 of the RFP have been physically received.

2.21.2 The Applicants' names and the presence or absence of requisite Proposal Security and such other details as the Authority at its discretion, may consider appropriate, shall be announced at the opening.

2.21.3 The Proposal Evaluation Committee constituted by the Authority **(the "Proposal Evaluation Committee")** will subsequently examine and evaluate the Proposals in accordance with the provisions set out in this Section.

2.21.4 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarification in writing from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.21.5 If an Applicant does not provide clarifications sought under Clause 2.21.4 within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

2.22 Tests of Responsiveness

2.22.1 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

a. the Technical Proposal is received in the form specified at Appendix-I;
b. it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.15;
c. it is accompanied by the Proposal Security as specified in Clause 2.19.1;
d. it contains all the information (complete in all respects) as requested in this RFP;
e. it does not contain any condition or qualification; and
f. it is not non-responsive in terms hereof.

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

2.23 Evaluation Parameters

2.23.1 Assessment of Eligibility Criteria of only those Applicants shall be carried out whose Proposals is meeting Condition of Eligibility and uploaded scanned copies of all required documents pursuant to Clauses above.

2.23.2 The Authority shall examine and evaluate the Eligibility Criteria of each Proposal upon determining its eligibility as per Clause 2.2 above.

2.23.3 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP Document.

2.23.4 After the technical evaluation, the Authority shall prepare a list of shortlisted Applicants. The Authority shall inform the date, venue and time of online opening of the Financial Proposals to the shortlisted Applicants through e-procurement portal as mentioned in Data Sheet and e-mail.

2.23.5 The Authority shall online open the Financial Proposals for respective city in the presence of the authorised representatives of the shortlisted Applicants who may choose to attend. The Authority shall prepare a record of opening Financial Proposals. Before opening of the Financial Proposals, the list of shortlisted Applicants will be read out. The Authority shall not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.1.

2.23.6 The Authority after opening of the Financial Proposal shall determine the Highest Revenue Sharing bidder (the "H1 Bidder") for respective city as the selected bidder (the "Operator").

2.23.7 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Service Contract is subsequently awarded to it.

2.24 Confidentiality

2.24.1 Information relating to the examination, clarification, evaluation, and recommendation for the selection of Operator shall not be disclosed to any person who is not officially concerned with the Selection Process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Selection Process. The Authority shall treat all information submitted as part of the Proposal, in confidence and shall 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 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.

E. APPOINTMENT OF OPERATOR

2.25 Negotiations

2.25.1 The Selected Applicant/s may, if necessary, be invited for negotiations. The negotiations shall generally not be for the price of the Proposal but will be for re-confirming the obligations of the Operator under this RFP. Issues such as deployment of Personnel, understanding of the RFP, methodology and quality of the Work Plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.26 Substitution of Personnel

2.26.1 Applicants should specifically note that if the Authority receives complaint about the Personnel deployed by the Operator, then the Operator, on the written direction of the Authority will be required to substitute the personnel within 10 days from the date of such submission.

2.27 Indemnity

2.27.1 The Applicant shall, indemnify the Authority against any direct loss or damage suffered by the Authority arising from any material deficiency in the Services attributable to the Operator's breach of the Agreement, negligence, wilful misconduct or failure to comply with Applicable Law, provided that the aggregate liability of the Operator shall not exceed the liability cap specified under the Agreement.

2.27.2 The Operator shall indemnify, defend and hold harmless the Authority, its officers, employees and representatives from and against any and all third-party claims, actions, proceedings, damages, losses, liabilities, costs and expenses (including reasonable legal costs) arising out of or relating to:

a) any negligent act or omission, wilful misconduct or breach of the Agreement by the Operator, its employees, agents, contractors or subcontractors;

b) death of or injury to any person;

c) loss of or damage to any property;

d) violation of any Applicable Law, permit, approval or statutory requirement by the Operator;

e) operation and maintenance of the Catamaran, Charging Infrastructure, River Tours or any other activities undertaken by the Operator under the Agreement, except to the extent that such claim, loss, damage or liability arises from the gross negligence or willful misconduct of the Authority.

2.27.3 The limitation of liability specified in this Agreement shall not apply to liabilities arising from fraud, willful misconduct, third-party death or bodily injury, or the Operator's indemnity obligations in respect of third-party claims.

2.28 Letter of Award

2.28.1 After selection, a Letter of Award (the "LoA") shall be issued, in duplicate, by the Authority to the Selected Applicant of respective city and the Selected Applicant shall, within **7 (seven) 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 Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LoA and the next highest-ranking Applicant may be considered.

2.29 Execution of Agreement

2.29.1 After acknowledgement of the LoA as aforesaid by the Selected Applicant, it shall execute the License Agreement within the period prescribed in Data Sheet with selected applicant of respective

cities. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.29.2 Each Agreement shall be city-specific, and the revenue share quoted and accepted for a particular City shall apply only to the Gross Realisable Revenue generated from operations undertaken in that City.

2.30 Commencement of Assignment

2.30.1 The Selected Applicant shall commence the Assignment within **30 (thirty) days** of the date of the Agreement or such other date as may be mutually agreed. If the Selected Applicant fails to sign the Agreement as specified in Clause 2.29 or commence the Assignment as specified herein, the Authority may invite the second-ranked Applicant for negotiations. In such an event, the LoA or the Agreement, as the case may be, may be cancelled /terminated and the Proposal Security shall be forfeited and appropriated in accordance with the provisions of Clause 2.19.6.

2.31 Proprietary Data

2.31.1 Subject to the provisions of Clause 2.24, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Operator, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Applicant to the Authority in relation to the Services shall be the property of the Authority.

3. EVALUATION PROCESS

3.1 Final Evaluation

3.1.1 Proposals will finally be ranked according to their Financial Proposal for respective cities. The Applicant quoting the Highest Revenue Sharing Percentage shall be ranked as the Highest Ranked Applicant (H1), then the H2 applicant and so on and so forth.

3.1.2 The Selected Applicant shall be the Applicant ranked as the H1 Applicant for respective city. The second highest Applicants shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws or fails to comply with the requirements specified in Clauses 2.25, 2.28, 2.29 and 2.30, as the case may be.

3.2 Letter of Award

3.2.1 After selection, a Letter of Award (the "LoA") shall be issued, in duplicate, by the Authority to the Selected Applicant of respective city and the Selected Applicant shall, within 7 (seven) 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 Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority on account of failure of the Selected Applicant to acknowledge the LoA, and the next eligible Applicant may be considered.

3.3 Execution of License Agreement

3.3.1 After acknowledgement of the LoA as aforesaid by the Selected Applicant, it shall execute the License Agreement for respective city within the period prescribed in Clause 2.29. The Selected Applicant shall not be entitled to seek any deviation, modification or amendment in the License Agreement.

3.3.2 Failure of the Selected Applicant to comply with the requirements of Clause 3.3.1 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

4. FRAUD AND CORRUPT PRACTICES

4.1 General

4.1.1 The Applicants 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 Document, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Proposal Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

4.1.2 Without prejudice to the rights of the Authority under Clause 4.1.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant , as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Applicant or Advisor shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Advisor, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.1.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical Advisor/ adviser of the Authority in relation to any matter concerning the Project;

b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

5.1 Pre-Proposal Conference

5.1.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place as indicated in Clause 1.8. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

5.1.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

5.2 Performance Security

5.2.1 Prior to seven (7) days of execution of Agreement, the Selected Applicant shall furnish performance security to the Authority for an amount equal to INR 50,00,000 ("Performance Security") per location in accordance with the instructions in the Data Sheet. This Performance Security shall remain valid up to sixty (60) days after the date of completion of all contractual obligations by the Operator under the Agreement. Performance Security may be furnished in any of the following forms:

a) an irrevocable and unconditional Bank Guarantee issued by a Nationalised Bank or a Scheduled Commercial Bank in India in favour of the Managing Director, UPSTDC Ltd., in the format prescribed at Annexure 3 of Schedule I;

b) electronic transfer through NEFT/RTGS to the following account of the Authority:

i. **Name of Beneficiary:** UPSTDC Ltd.
Name of Bank & Branch: Canara Bank, Vipin Khand, Gomti Nagar, Lucknow
Account Number: 2405101006659
IFSC Code: CNRB0002405

c) a Fixed Deposit Receipt (FDR) issued by a Nationalised Bank or Scheduled Commercial Bank in India, pledged and marked in favour of the Managing Director, UPSTDC Ltd., for the benefit of the Authority, with a validity extending up to at least sixty (60) days beyond completion of all contractual obligations under the Agreement.

5.3 Other Conditions

5.3.1 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.

5.3.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

b) consult with any Applicant in order to receive clarification or further information;

c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

5.3.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all

liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection here with and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

5.3.4 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

RFP Ref. No.: 2128/Water Sports-Catamaran/2026-27

Uttar Pradesh State Tourism Development Corp. Ltd.
Government of Uttar Pradesh

Request for Proposal (RfP)

Selection of Operator
for
Operation, Maintenance and Management of Catamaran-Based Tourism Services at River Saryu, Ayodhya and/or River Ganga, Varanasi, Uttar Pradesh on Revenue Sharing Basis

PART II: SHEDULES

November 2026.

UP State Tourism Development Corporation Ltd.
Rajarshi Purshottam Das Tandon Paryatan Bhavan,
C-13, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh.
Ph: +91-522-2308993 Fax: 91-522-2308937, 2307074
upstdc.co.in

Schedule 1

DRAFT LICENSE AGREEMENT

Selection of Operator for Operation, Maintenance and Management of Catamaran-Based Tourism Services at River Saryu, Ayodhya and/or River Ganga, Varanasi, Uttar Pradesh on Revenue Sharing Basis

This AGREEMENT (hereinafter called the "**Agreement**") is made and executed at Lucknowon this _____, in the year Two Thousand and Twenty Six by and

Between

the Uttar Pradesh State Tourism Development Corporation Limited (UPSTDC), having its registered office at Rajarshi Purushottam Das Tandon Paryatan Bhawan, C-13, Vipin Khand, Gomti Nagar, Lucknow, (hereinafter referred to as **"Authority"** which expression shall unless it is excluded by or repugnant to the context, include its successors and permitted assigns), OF THE ONE PART

and

M/s_____, [Name of the Sole Bidder/ Lead Member of the Consortium] acting through its _____, having its registered office at _____

and

[M/s_____, [Name of the Consortium Member] acting through its _____, having its registered office at _____][3]

(hereinafter referred to as "**Operator(s)**", which expression shall, unless it is excluded by or repugnant to the context, include its successors and permitted assigns), OF THE SECONDPART

WHEREAS

A. The Authority vide its Request for Proposal No. _____ dated _____invited Proposals for engagement of Applicant for Operation, Maintenance and Management of Catamaran on the Bank of River_____[Name of the River], _____[Name of the City], Uttar Pradesh (the **"Services**");

B. After evaluation of the Proposals received, the Authority had accepted the Proposalof **M/s** (**"Selected Applicant**" or the "**Operator"**) and issued its Letter of Award No. _____ dated _____(hereinafter called the "**LoA**") to the Selected Applicant requiring, inter alia, the execution of this Agreement.

C. The Operator, in compliance with the terms of the LoA and as per the RFP, has submitted Performance Security of **Rs** _____ **(Rupees** _____ **only)** i.e. in the form of Bank Guarantee in favour of the Authority as prerequisite for signing of this Agreement.

[3] To be used in case of a Consortium Partner

D. The Authority, through its [letter dated _____], had agreed to the request of the Selected Bidder, and accordingly intends to enter into this Agreement with the Operator for execution of the Project.

E. subject to and on the terms and conditions set forth hereinafter. The Authority and the Operator are hereby entering into this Agreement for Operation, Maintenance and Management of Catamaran-Based Tourism Services at _____[Name of the River],_____[Name of the City], Uttar Pradesh.

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement by theirduly authorised representative on the date first above written

Signed on behalf of Authority	*Signed on behalf of Operator*
Director	**Director**
Address:	Address:
Witnesses	*Witnesses*

1. GENERAL

1.1. Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafterrespectively assigned to them:

a) **Catamaran** means Authority-owned electric boat listed in Annexure I, including its hull, propulsion system, batteries, charger, controls, navigation equipment, safety equipment, fixtures, fittings and accessories.

b) **City** means each operating location specified in Annexure I.

c) **Commencement Date** means the date stated in the written commencement order after completion of handover, statutory readiness and mobilization

d) **Gross Realisable Revenue** means the total amount charged, collected, receivable or otherwise realised from passengers, group bookings, charters, special trips, advertisements, sponsorships, onboard sales and any other activity using the Catamaran or the Authority's facilities, before deduction of commissions, discounts, digital-payment charges, operating expenses, salaries, taxes, refunds, bad debts or any other cost, except properly documented passenger refunds approved under the Contract.

e) **Net Authority Share** means the Authority's accepted percentage of Gross Realisable Revenue, after adjustment only for statutory taxes collected on behalf of the Government.

f) **Operator or Selected Bidder** means the bidder awarded the Contract.

g) **Operating Day** means a day on which the service is scheduled or made available to the public.

h) "Services" means the operation, maintenance, management and provision of passenger water transport services through the Catamaran(s), including navigation, crewing, ticketing, passenger handling, maintenance, safety management, revenue collection, customer service, regulatory compliance and all ancillary activities required for safe and efficient operations and obligations of the Operator determined in the License Agreement. The Services shall be performed directly by the Operator using its own managerial, technical and operational expertise, personnel and resources. The Operator shall remain fully responsible and accountable for the performance of the Services and shall not assign, delegate, subcontract or otherwise transfer the core obligations relating to operation, navigation, maintenance and management of the Catamaran(s) to any third party without the prior written approval of the Authority.

i) **"Transfer Date"** means the date occurring upon expiry or earlier termination of this Agreement on which the Project is transferred by the Concessionaire/Licensee to the Authority or its designated Government agency in accordance with the terms of this Agreement.

j) **Approved Route** means a route, trip, timing, jetty or operating zone approved in writing by the Authority and competent authorities.

k) **Force Majeure** has the meaning assigned in Clause

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document wouldprevail over another would be as laid down below beginning from the highest priority to the lowest priority:

a) Agreement;
b) Annexes of Agreement;
c) LoA, Acceptance of LoA and other written communications;
d) Pre-Proposal responses;
e) RFP including Appendices; and
f) The Proposal.

1.2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Operator. The Operator shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. **Rights and obligations**

The mutual rights and obligations of the Authority and the Operator shall be as set forth in the Agreement, in particular:

a) the Operator shall carry out the Services and make payments in accordance with the provisions of the Agreement; and

b) the Authority shall provide due support to the Operator in accordance with the provisions of the Agreement.

1.4. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5. 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 Agreement shall be in writing and in English language.

1.6. Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7. Notices

1.7.1 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 Agreement shall be in writing and shall be given by e-mail and by letter delivered by hand to the address given below.

Authority	*Operator*
Authorised Representative/Nodal Officer	Authorised Representative
Name:	Name:
Designation:	Designation:
Communication Address:	Communication Address:
Mobile No.	Mobile No.
E-mail id:	E-mail id:

1.8. Authorised Representatives

1.8.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Operator, as the case may be, may be

taken or executed by the officials specified in the Datasheet.

1.8.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....
.....
Tel: .....
Mobile: .....
Email: .....

1.8.3 The Operator may designate one of its employees as Operator's Representative. Unless otherwise notified, the Operator's Representative shall be:

.....
.....
Tel: .....
Mobile: .....
Email: .....

1.9. Taxes and duties

Unless otherwise specified in the Agreement, the Operator shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

2.1.1 This Agreement shall come into force and effect on the date of this Agreement (the "**Effective Date**").

2.2 Commencement of Services

2.2.1 The Operator shall commence the Services Subject to the fulfilment or waiver (to the extent permitted under this Agreement) of the Conditions Precedent stated below:

a) **Statutory Approvals**
Obtaining all permits, licences, registrations, certifications and approvals required by the Operator for performing the Services under Applicable Laws.

b) **Insurance**
Procurement and maintenance of all insurances required under this Agreement, including third-party liability insurance, passenger liability insurance, workmen compensation insurance and such other insurance as may be prescribed.

c) **Operations and Maintenance Plan**
Submission of a detailed Operations and Maintenance Plan, Safety Management Plan and Emergency Response Plan for the Authority's review and approval.

d) **Operational Readiness**
Demonstration to the satisfaction of the Authority of adequate manpower, management systems, ticketing systems, communication systems and operational arrangements necessary for commencement of the Services.

e) **Training and Handover**
Completion of familiarisation training of the crew and personnel with the Catamaran, associated facilities, routes, safety systems and emergency procedures.

f) **Undertaking for Direct Operations**

Furnishing an undertaking that the Operator shall directly operate, maintain and manage the Catamaran Services through its own personnel and management and shall not transfer operational control of the Services to any third party without the prior written approval of the Authority.

g) Deployment of GPS and Monitoring System

The Operator shall, at its own cost and expense, install, commission, test and operationalize a GPS-based Vessel Tracking and Monitoring System, or such other technology as may be approved by the Authority, on the Catamaran and integrate the same with a dashboard, web portal or monitoring platform accessible to the Authority. The system shall provide real-time information relating to vessel location, route adherence, operational status, speed, trip history and such other parameters as may be specified by the Authority. The Operator shall ensure uninterrupted functioning of such system throughout the Contract Period and provide the Authority unrestricted access to the monitoring platform and related data.

The Operator shall ensure compliance with Conditions Precedent and commence the Services within a period of 30 (Thirty) days from the Effective Date or such later date as may be agreed by the Parties in writing. The Operator shall diligently undertake all actions necessary to satisfy the Conditions Precedent and achieve operational readiness within the aforesaid period.

2.2.2 Subject to and in accordance with the provisions of this Agreement, the Agreement hereby granted shall entitle or oblige the Operator to undertake the following in accordance with the provisions of Applicable Laws and Applicable Permits, during the Agreement Period to:

I. plan, design, develop, procure, construct, finance, equip, and manage the Project as per the terms and conditions of this Agreement including Specifications and Standards, Applicable Laws, Applicable Permits and Good Industry Practice and transfer the same to the Authority or designated Government agency on the Transfer Date;

II. operate, manage, and maintain the Services;

III. perform and fulfil all of the Operator's obligations under and in accordance with this Agreement including Specifications and Standards, Applicable Laws, Applicable Permits and Good Industry Practice;

IV. bear and pay all costs, expenses, and charges in connection with or incidental to the performance of the obligations of the Operator under this Agreement;

V. neither assign, transfer, or sublet or create any lien or Encumbrance on this Agreement, or the terms hereby granted or on the whole or any part of the Project nor sell, transfer, exchange, lease, sub-license part possession thereof, save and except as expressly permitted by this Agreement;

VI. set all standards and frame and apply all internal policies, guidelines and procedures as may be appropriate for safety, security, development, management, operation or maintenance of the Project and the Site, subject only to the terms of this Agreement and in accordance with the Applicable Permits, the Applicable Laws and Good Industry Practice;

VII. exercise such other rights as the Authority may determine as being necessary for the purposes incidental and necessary to implement, manage, operate and maintain the Project; and

VIII. do all things incidental or related thereto or which the Operator considers desirable and appropriate to be carried out in connection therewith during the Agreement Period.

IX. throughout the Contract Period, retain operational control of the Catamaran Services and shall deploy its own trained and experienced personnel for navigation, vessel operation and maintenance. Any arrangement that results in transfer of operational control or management of the Services to a third party shall constitute a material breach of the Agreement and an Event of Default.

2.3 Termination of Agreement for failure to commence Services

2.3.1 If the Operator does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 3 (three) weeks' notice to the Operator, declare

this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Operator shall be deemed to have accepted such termination and the Performance Security of the Operator shall stand forfeited.

2.4 Expiry of Agreement

2.4.1 Term of Engagement

The engagement of the Operator under this Agreement shall be for an initial term of **5 (five) years** commencing from the Effective Date ("Initial Term"), which may, at the sole discretion of the Authority and subject to satisfactory performance of the Operator and compliance with the terms of this Agreement, be extended for a further period of **5 (five) years** on the same or such revised terms as may be determined by the Authority.

The Authority does not guarantee any minimum deployment, utilisation, passenger traffic, revenue, operating days or voyages during the Term of this Agreement, and no exclusivity rights are granted to the Operator under this Agreement.

2.4.2 Termination by the Authority

Notwithstanding anything contained in this Agreement, the Authority may, for reasons to be recorded in writing and upon providing not less than ninety (90) days' prior written notice to the Operator, suspend, discontinue, or terminate this Agreement and/or the Operator's right to operate the Vessel in the event of (i) material breach of the terms of this Agreement by the Operator which remains uncured within the period specified by the Authority, (ii) persistent non-compliance with Applicable Laws, safety requirements, statutory obligations, or directions issued by the Authority, or (iii) where such suspension, discontinuance, or termination is required in public interest, for operational requirements of the Authority, or pursuant to any order, policy, or direction of the Government or any competent authority.

The notice issued by the Authority shall clearly specify the reasons for such proposed action and, wherever the circumstances permit, provide the Operator with a reasonable opportunity to make representations and/or remedy the identified non-compliance.

Upon expiry of the notice period, or such later date as may be specified in the notice, the Operator shall cease operations and comply with all handover requirements prescribed by the Authority. The Operator shall not be entitled to any compensation for loss of future profits, business opportunities, or consequential damages arising from such termination; provided, however, that the Operator shall be entitled to receive any revenue share, fees, or other amounts lawfully accrued and payable up to the effective date of termination.

2.4.3 Nature of Arrangement

The Parties acknowledge that this is an operation and maintenance arrangement and does not create any leasehold right, concession right, vested interest, or any expectation of continuation beyond the period expressly permitted by the Authority from time to time.

2.5 Modification of Agreement

2.5.1 Modification of the terms and conditions of this Agreement, including any modification of the Scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

2.6 Force Majeure

2.6.1 Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement, to the extent such failure or delay is caused by a Force Majeure Event.

2.6.2 For the purposes of this Agreement, a "Force Majeure Event" shall mean any event or circumstance beyond the reasonable control of the affected Party, including but not limited to acts of God, floods, cyclones, storms, earthquakes, lightning, epidemics, pandemics, war, terrorism, riots, civil commotion, strikes, governmental restrictions, court orders, fire, accidents, adverse weather conditions, navigational restrictions, closure of waterways, or any

other event which materially affects the operation of the vessel.

2.6.3 The affected Party shall notify the other Party in writing as soon as reasonably practicable of the occurrence of a Force Majeure Event and shall take all reasonable steps to mitigate its effects.

2.6.4 During the continuance of a Force Majeure Event, the obligations of the affected Party shall be suspended to the extent impacted by such event.

2.6.5 The Authority shall not be liable to compensate the Operator for any loss of revenue, loss of business, idle time, or any consequential losses arising due to a Force Majeure Event.

2.6.6 If a Force Majeure Event continues for a period exceeding thirty (30) consecutive days or such other period as determined by the Authority, the Authority may terminate this Agreement forthwith by written notice without any liability whatsoever.

2.7 Termination of Agreement

2.7.1 Operator Event of Default

The following shall constitute an Event of Default by the Operator:

- Failure to commence or continue vessel operations as directed by the Authority;
- Non-payment or delayed payment of the Authority's revenue share;
- Breach of safety, environmental, statutory, or operational requirements;
- Submission of false information or records;
- Any instance of revenue concealment, revenue diversion, under-reporting or pilferage exceeding 5% of the actual revenue determined through audit or inspection shall be deemed a material breach of this Agreement and shall entitle the Authority to levy damages, recover the shortfall with interest, invoke the Performance Security, and/or terminate the Agreement after giving the Operator an opportunity of being heard.
- Insolvency, bankruptcy, winding up, or liquidation proceedings;
- Unauthorized assignment or subcontracting;
- Abandonment of services for more than 07 (seven) consecutive operating days without approval of the Authority.

Upon the occurrence of an Operator Event of Default, the Authority may, by notice, require the Operator to remedy such default within 30 (thirty) days of receipt thereof. If the Operator fails to remedy the default within the aforesaid period, the Authority may forthwith terminate this Agreement, invoke and appropriate the Performance Security, and make alternative arrangements for operation of the Vessel at the risk and cost of the Operator. The Authority shall also be entitled to recover from the Operator any additional costs, losses, damages or expenses incurred on account of such default.

2.7.2 Cessation of License

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.4 or 2.7.1 hereof, the Operator shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner.

2.7.3 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.4 or 2.7.1 hereof, the Operator shall make the following payments to the Authority:

a. License Fee pursuant to Clause 3.3 hereof for the duration the Services were performed prior to the date of termination;

b. If the Termination has been done by the Authority as per the provisions of Clause 2.7.1 then the Performance Security as stated in the Clause 3.4 shall be encashed.

2.7.4 Termination by the Operator

The Operator may terminate this Agreement only upon giving the Authority at least 90 (ninety) days' prior written notice. During such notice period, the Operator shall continue to discharge all its obligations under this Agreement. The Authority shall be entitled to deduct, recover or adjust any outstanding dues, damages, penalties or other amounts payable by the Operator prior to the effective date of termination, without prejudice to its other rights and remedies under this Agreement.

2.7.5 Termination on Account of Force Majeure

In the event that a Force Majeure Event continues for a period exceeding 60 (sixty) consecutive days and materially affects the performance of the obligations of either Party under this Agreement, either Party shall be entitled to terminate this Agreement by issuing a written notice of termination to the other Party. Upon such termination, the Parties shall stand released from further performance of their respective obligations under this Agreement, except for those obligations which expressly survive termination and any liabilities accrued prior to the date of termination.

2.7.6 Disputes about Events of Termination

Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence of an Operator Event of Default, the Authority may issue a notice requiring the Operator to cure such default within a period of 30 (thirty) days from the date of receipt of such notice. In the event the Operator fails to remedy the default within the said period, the Authority shall be entitled to terminate this Agreement by written notice, and such termination shall take effect on the date specified therein.

Upon such termination, the Authority shall be entitled, without prejudice to any other rights or remedies available under this Agreement or Applicable Law, to invoke and appropriate the Performance Security, recover any losses, damages, penalties, revenue shortfalls and other amounts due from the Operator, and make alternative arrangements for operation and management of the Services at the risk and cost of the Operator.

Any dispute regarding the existence or occurrence of an Operator Event of Default may be referred to arbitration in accordance with this Agreement; provided, however, that the commencement or pendency of any such proceedings shall not prejudice, defer, stay or otherwise affect the Authority's right to terminate this Agreement, invoke the Performance Security, recover its dues, or make alternative arrangements for the continued operation of the Services.

2.8 Entire Agreement

2.8.1 This Agreement and the Annexes/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 Agreement are abrogated and withdrawn; provided, however, that the obligations of the Operator arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.8.2 Without prejudice to the generality of the provisions of Clause 2.8.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.9 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the Scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

3. OBLIGATIONS

3.1 OBLIGATIONS OF THE OPERATOR

3.1.1 Standards of Performance

The Operator shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Operator shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful operator to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

A. The Operator shall, at its own cost and risk, operate, maintain and manage the Catamaran, Pontoon(s) and associated facilities for public passenger and tourism services. The scope of Services shall include, but not be limited to, the following:

- Mobilisation, inspection, takeover and deployment of the Catamaran, Pontoon(s) and associated infrastructure.
- Recruitment, verification, training, deployment and supervision of all personnel required for operation and management of the Services.
- Daily operations, passenger handling, ticketing, boarding, disembarkation and customer facilitation.
- Safe navigation, route management, trip scheduling and crowd management.
- Electricity consumption for charging and all related charging operations.
- Preventive maintenance, corrective maintenance, breakdown repairs and manufacturer/manual-prescribed maintenance of the Catamaran and all associated equipment.
- Battery management, battery health monitoring, charger maintenance and safe handling of electrical systems.
- Cleaning, housekeeping, lubrication, consumables, tools, spare parts and replacement parts required for the Catamaran, Pontoon(s) and associated infrastructure.
- Operation, maintenance, upkeep, repair, replacement and restoration of the Pontoon(s), passenger access infrastructure and all allied facilities necessary for the provision of Services.
- Routine inspections, structural upkeep, cleaning, safety compliance, rectification of defects and all measures necessary to keep the Catamaran, Pontoon(s) and associated infrastructure in a safe, clean and operational condition at all times.
- Maintenance and upkeep of onboard and shore-side safety, navigation, communication and passenger amenities.
- Obtaining and maintaining, at its own cost, adequate insurance coverage for the Catamaran, Pontoon(s), associated equipment, personnel and third-party liabilities, including coverage against loss, damage, accident, fire, flood, vandalism and other insurable risks, in accordance with Applicable Laws and prudent industry practice.
- Undertaking all minor and major repairs, restoration works and replacement of damaged components of the Catamaran, Pontoon(s) and associated infrastructure arising out of operation, accident, misuse, negligence, improper maintenance or any act or omission attributable to the Operator, its employees, agents or contractors.
- Payment of all taxes, permits, licences, statutory fees, testing charges, surveys and renewals allocated to the Operator under this Agreement or Applicable Law.
- Revenue collection, ticketing, accounting, reconciliation, audit support and timely payment of the Authority's share of revenue.

- Passenger information services, complaint resolution, lost-and-found management and incident reporting.
- Emergency response, rescue coordination, first aid, evacuation procedures and compliance with prescribed safety standards.
- Compliance with all applicable environmental, waterbody, labour, tax, electrical, inland vessel, tourism, municipal, public safety and other statutory requirements.
- Obtaining and maintaining all permits, licences, approvals, registrations, certifications, sanctions, exemptions and permissions required from any competent authority for commencement and continuation of the Services and operation of the Catamaran and associated facilities, and ensuring compliance with all conditions attached thereto throughout the Contract Period.
- Demobilisation, return and restoration of the Catamaran, Pontoon(s), equipment and facilities on expiry or termination of this Agreement. The Operator shall hand over the Catamaran and associated infrastructure to the Authority in a safe, clean, river worthy, structurally sound and operational condition, fair wear and tear excepted, together with all keys, manuals, records, permits, equipment, batteries, accessories and other assets pertaining thereto.
- The Operator shall not abandon, leave unattended, improperly berth, misuse or permit deterioration of the Catamaran, Pontoon(s) or associated infrastructure at any time during the Contract Period. Upon suspension, expiry or termination of the Agreement, the Operator shall forthwith dock the Catamaran safely, disembark all passengers, remove its personnel and belongings, and secure and hand over the Catamaran, Pontoon(s) and associated facilities to the Authority in accordance with the provisions of this Agreement.

B. Capacity operations

- The Operator shall operate the Catamaran only at capacity approved by the Authority i.e. maximum 50 passengers.

C. Ticketing and passenger service

- The Operator shall establish, publish and implement the fare structure for the Services, including passenger fares, group rates, charter rates, promotional fares, discounts and other pricing arrangements, subject to compliance with Applicable Laws and the provisions of this Agreement. The Operator shall promptly furnish to the Authority the prevailing fare structure and any revisions thereto.
- Notwithstanding the foregoing, the Authority shall have the right to review the fare structure from time to time in the interest of public convenience, affordability, accessibility, tourism promotion, passenger welfare or orderly operation of the Services. Where the Authority reasonably determines that any fare or fare revision is excessive, discriminatory, unreasonable or otherwise contrary to public interest, it may require the Operator to revise the same, and the Operator shall implement such revision within the time specified by the Authority.
- The Operator shall maintain professional conduct in all dealings with passengers, prevent harassment and discrimination, provide reasonable assistance to elderly persons and persons with disabilities, and prominently display passenger information, fare schedules and safety instructions in Hindi, English and the applicable local language.

D. Operations control

The Operator shall maintain daily logs containing at least:

- Catamaran identification, route, master/crew and operating hours.
- Charging start/end time, energy consumed and charger readings.
- Number of trips, passenger count, fare category and revenue.
- Weather/water conditions and any route restriction.

- Defects, breakdowns, repairs and downtime.
- Safety checks and incident/near-miss records.
- Complaints, lost-and-found items and resolution status.

E. Charging and electricity

The Authority shall hand over the identified electric connection(s) installed for Catamaran operations. The Operator shall:

- Use the connection only for the Catamaran and approved operational equipment.
- Pay all electricity consumption charges, demand charges, meter charges, penalties, taxes, surcharges and other charges attributable to operation, every month and provide the details thereof to the Authority.
- Maintain the charging station, charger, cables, connectors, switchgear, earthing, protection systems and associated equipment handed over to it.
- Follow the manufacturer's charging protocol, electrical safety procedures and applicable electricity-supply rules.
- Prevent unauthorized access, overloading, unsafe extension wiring, water ingress and fire hazards. Maintain charging logs and submit monthly meter readings, bills and proof of payment.
- Immediately report abnormal voltage, charger failure, overheating, insulation fault, battery alarm or other electrical hazard and isolate the system where safety requires.
- Not make any electrical modification, load enhancement or connection transfer without written approval and required statutory permission.

The Authority shall provide reasonable access to the existing connection and disclose known sanctioned-load details. The Operator shall not use the Authority's connection for any unrelated business or third-party vehicle/equipment.

F. Maintenance

The Operator shall maintain the Catamaran in safe, clean, efficient and manufacturer-compliant condition throughout the Contract. Maintenance shall include:

- Daily pre-start and post-operation inspections.
- Scheduled preventive maintenance at manufacturer/manual intervals.
- Periodic inspection of hull, fittings, propulsion system, batteries, battery-management system, charger, cables, controls, bilge systems, electrical systems, navigation equipment, lights, communication systems and emergency equipment.
- Corrective maintenance and breakdown repair without avoidable delay.
- Replacement of worn, defective, damaged or expired components with genuine or approved equivalent parts.
- Dry docking, haul-out, underwater inspection, anti-corrosion treatment, painting and other marine work when required.
- Battery health testing, state-of-charge control, thermal monitoring and safe end-of-life handling.
- Calibration, testing and certification of safety and navigation equipment.
- Cleaning, waste removal and prevention of oil, chemical, battery-electrolyte or other pollution.

The Operator shall not alter, retrofit, repaint, rebrand, remove, replace or modify any major component without prior written approval. Any approved modification shall be recorded and, where required, submitted to the competent authority.

The Operator shall maintain a maintenance management system with job cards, service reports, parts records, warranty records, photographs and invoices. The Authority may inspect and audit these records.

G. Safety and statutory compliance

• The Operator shall ensure safe navigation and passenger safety at all times. No Catamaran shall operate unless it has valid certificates, registration, survey, fitness, insurance, permits, approved route/zone permissions and other documents required by law.

• The Operator shall comply with the Inland Vessels Act, 2021, applicable rules and notifications, State rules, directions of the designated authority, port/waterbody requirements and all applicable safety requirements. Under the Act, mechanically propelled inland vessels require valid survey and registration documentation, and the certificate of survey specifies the applicable operating zone/service. Electrical propulsion is identified as a special-category characteristic under the Act, so the Authority should verify the applicable classification and regulatory requirements before tender issue.

• The Operator shall ensure:

i. Only qualified, medically fit, trained and duly certified masters/pilots and crew are deployed.
ii. Manning never falls below the statutory or approved minimum.
iii. Life jackets of appropriate sizes are available for every passenger and crew member, with additional reserve stock as prescribed.
iv. Fire extinguishers, alarms, first-aid kits, emergency lighting, communication equipment, navigation lights, sound signals and other safety appliances are available, inspected and serviceable.
v. Safety briefing is provided before or during every trip as appropriate.
vi. Boarding is controlled and safe, with no overloading or unsafe standing.
vii. Bad-weather, low-water, high-current, lightning, flood, pollution or other hazardous operations are suspended when necessary.
viii. A written emergency response and evacuation plan is maintained and rehearsed periodically.
ix. Every accident, casualty, injury, pollution event, near miss, fire, collision, grounding, battery incident and major breakdown is reported to the Authority immediately and followed by a written report within 24 hours or such shorter period directed by the Authority.

The Operator shall bear all consequences of operating without required statutory compliance, except to the extent directly caused by the Authority's failure to provide a document that the Authority is expressly required to provide.

H. Insurance

Apart from the insurance obtained by the Authority, if required, in accordance with The Inland Vessels Act, 2021 or otherwise the Operator shall, at its own cost, maintain:

• Hull and machinery/equipment insurance for each Catamaran for not less than its reinstatement or declared value.

• Passenger and third-party liability insurance, including death, bodily injury, property damage and legal liability, in aggregate or such higher amount required by law or in industry practice.

• Employer's liability/workmen compensation and employee accident insurance as applicable.

• Insurance for the charging equipment and other Operator-controlled equipment where required.

• Pollution liability and environmental impairment cover where applicable.

• Any other insurance required by law, the vessel's certificate, financier, competent authority or the Authority.

The Authority shall be named as owner, additional insured, loss payee or beneficiary to the extent appropriate. Policies shall contain waiver of subrogation in favour of the Authority where commercially available, prior notice of cancellation/non-renewal and insurer rights of direct notice. Copies of policies, endorsements, premium receipts and renewals shall be submitted before commencement and on every renewal.

I. Personnel and labour compliance

• The Operator shall employ and pay all staff, crew, technicians, security, ticketing staff, cleaners and supervisors. It shall comply with wages, working hours, social-security, occupational-safety, contract-labour, sexual-harassment prevention and other applicable labour laws.

• All personnel shall carry identification and wear a uniform or visible identification as approved. The Operator shall conduct police/background verification wherever required, maintain training records and remove any person whose conduct or competence creates a safety or public-order risk.

• No personnel shall be treated as an employee, agent or representative of the Authority. The Operator shall indemnify the Authority against employment claims, wage claims, statutory dues and personnel-related liabilities.

J. Taxes and statutory payments

• The Operator shall obtain and maintain all registrations, permits, licences and approvals necessary for its business and shall pay all taxes, fees, duties, cess, electricity charges, penalties, licence fees, permit fees, labour dues and other statutory payments attributable to the operation, except taxes expressly payable by the Authority as owner.

• GST and other indirect taxes on the Authority's revenue share, licence fee or other amounts shall be charged and paid as required by law. The Operator shall issue compliant invoices, maintain records and provide tax documents needed by the Authority.

K. Audit, Inspection and Access Rights

- The Operator shall maintain complete, accurate and up-to-date records relating to the Services and shall, at all times during the Contract Period and for a period of three (3) years thereafter, grant and ensure unrestricted access to the Authority, its officers, employees, representatives, auditors, consultants, chartered accountants, technical experts and any agency authorized by the Authority for the purposes of inspection, monitoring, verification and audit.
- Without prejudice to the foregoing, the Operator shall provide access to the Project Site, Catamaran, Pontoon(s), embarkation and disembarkation facilities, ticketing counters, operational areas, maintenance facilities, control rooms and all other assets and facilities used in connection with the Services.
- The Operator shall permit inspection, examination and audit of all passenger records, ticketing data, electronic ticketing systems, websites, mobile applications, revenue records, financial accounts, bank statements, statutory records, maintenance logs, GPS data, CCTV footage, vessel operation records, safety records, permits, licences, insurance documents and any other records, data or information relevant to the Services.
- The Authority shall be entitled to conduct routine inspections, surprise inspections, technical inspections, financial audits, safety audits and special audits, with or without prior notice, and the Operator shall provide all necessary assistance, access, facilities, information, documents, explanations and clarifications as may be required by the Authority for such purpose.
- The Operator shall ensure that its employees, agents, contractors and personnel cooperate fully with the Authority and shall not obstruct, delay or interfere with any inspection, audit, verification or monitoring exercise undertaken by the Authority.
- Any discrepancy, concealment, diversion, under-reporting, misreporting, pilferage, non-disclosure or irregularity detected during any inspection, audit or verification shall be promptly rectified by the Operator, without prejudice to the Authority's right to recover any shortfall, levy damages, invoke the Performance Security, issue a Recovery Certificate for recovery of dues as arrears of land revenue, suspend the Operator's rights, terminate this

Agreement, or exercise any other rights and remedies available under the Agreement or Applicable Law.

3.2 OBLIGATIONS OF THE AUTHORITY

In consideration of the rights granted to the Operator under this Agreement and subject to the terms and conditions hereof, the Authority shall provide such support, assistance, approvals and facilitation as may be reasonably required for implementation, operation and monitoring of the Project. The Authority's obligations shall include, but not be limited to, the following:

3.2.1 Upon written request from the Operator, and subject to the Operator complying with Applicable Laws, provide reasonable support and assistance to the Operator in procuring Applicable Permits required from any Government Instrumentality for implementation and operations of the Project;

3.2.2 Assist the Operator in procuring police assistance for regulation of traffic, removal of trespassers and security;

3.2.3 Issuance of LOA to the winning Applicant.

3.2.4 Verification and Approval of Conditions Precedent on the application of the Operator.

3.2.5 Handover or cause to be handed over, license rights to the Catamaran on as-is-where-is basis, within ten (10) days from the Effective Date or within any such extended period of time as mutual agreed between the Parties;

3.2.6 If required, Constitute a committee to streamline the project decision taking and mitigate the challenges that arises or Constitute a Project Monitoring Unit to provide strategic guidance and to actively monitor the project.

3.2.7 Re-order the list of activities, take a final decision on attributing delays to project timeline and reschedule the project implementation timelines, if needed.

3.2.8 Conduct periodic review for assessing progress of project

3.2.9 Review and Approve Monthly and Yearly Progress and Operations Reports.

3.3 Payment Obligations

3.3.1 Revenue Share Obligation

3.3.1.1 The Operator shall pay to the Authority the Revenue Share quoted in its Bid and accepted by the Authority for the respective City as provided in Annexure II. The Revenue Share shall be calculated on the Gross Realisable Revenue generated from the Services. Goods and Services Tax ("GST") on the Revenue Share amount shall be borne and paid by the Operator over and above the Revenue Share payable to the Authority, at the rates prescribed under Applicable Law.

3.3.2 Due Date for Payment

3.3.2.1 The Operator shall pay to the Authority the Revenue Share calculated as the applicable percentage of the Gross Realisable Revenue earned during each calendar month. Such Revenue Share shall be payable on or before the 15th (fifteenth) day of the immediately succeeding month, along with a statement certified by the Authorised Signatory containing details of the Gross Realisable Revenue for the relevant month.

3.3.3 Payment Condition

3.3.3.1 The Operator shall, on or before the due date specified above, remit the applicable Revenue Share to the Authority without any deduction, set-off, deferment or withholding, except to the extent expressly permitted under this Agreement or by law.

3.3.3.2 Any delay in payment to the Authority shall attract a interest of SBI MCLR + 2% per annum.

3.3.4 No relinquishment of Obligation

The Obligation to pay the Revenue Share under this Clause shall be unconditional and shall not be affected by delay in the commencement of operations, partial commencement, disputes

or any other circumstances except where the Authority has expressly agreed otherwise in writing.

3.3.5 Failure to Pay

If the Operator fails to pay the Revenue Share by the due date or any extension thereof granted by the Authority, such failure shall constitute a Material Breach and an Event of Default, entitling the Authority to levy interest, invoke the Performance Security, suspend the Operator's rights, terminate this Agreement, and recover the outstanding dues, together with interest, damages and penalties, as arrears of land revenue through issuance of a Recovery Certificate (RC), without prejudice to any other rights and remedies available to the Authority under this Agreement or Applicable Law.

3.3.6 Currency of payment

All payments shall be made in Indian Rupees.

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3.4 Performance Security

3.4.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to INR 50,00,000 (the "Performance Security") per location. The Performance Security shall be returned within a period of 60 (sixty) days after successful completion of the Services.

3.4.2 The Authority shall be entitled to forfeit and appropriate the amount of Performance Security as a whole or in part:

a) in the event the Authority requires to recover any sum due and payable to it by the Operator including but not limited to Damages; and which the Operator has failed to pay in relation thereof; and

b) in relation to Operator Default in accordance with the terms contained herein.

3.4.3 At any time during the Term of this Agreement, the Performance Security has either been partially or completely been encashed by the Authority in accordance with the provisions of this Agreement, the Operator shall within 30 (thirty) days of such encashment either replenish, or provide a fresh Performance Security, as the case may be, failing which shall be considered as Breach of Contract.

4. FAIRNESS AND GOOD FAITH

4.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

4.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 3.5.

5. Conflict of Interest

5.1 The Operator shall not have a Conflict of Interest, and any breach hereof shall constitute a breach of the Agreement.

5.2 For the purpose of this Agreement "Conflict of interest" shall mean any situation in which the Operator or any of their Affiliates, directors, officers, employees, advisors, agents or subcontractors, directly or indirectly, has financial, personal, managerial, ownership, or other interest, relationship, arrangement or association that may:

- Impair or appear to impair independent judgement or objectivity in the performance of obligations under this Agreement;
- Create an unfair advantage, influence, or preferential treatment in relation to the project;
- Compromise the transparency, fairness, or integrity of the project; or
- Adversely affect the performance, safety, compliance, or public interest objectives of the project.

5.3 The Operator and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"**).** Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Operator, without being liable in any manner whatsoever to the Operator, if it determines that the Operator has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

5.4 Without prejudice to the rights of the Authority under Clause 5.3 above and the other rights and remedies which the Authority may have under this Agreement, if the Operator is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Operator shall not be eligible to participate in any tender or RFP issued during a period of 3 (three) years from the date the Operator is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

5.5 For the purposes of Clauses 5.3 and 5.4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**corrupt practice**" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LoA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LoAor after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement,who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

(b) "**fraudulent practice**" means a misrepresentation or omission of facts orsuppression of facts or disclosure of incomplete facts, in order to influencethe Selection Process;

(c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its

obligations by the Authority under this Agreement;

(d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

6. Confidentiality

The Operator, and its Personnel of either of them shall not, either during the term or within two (2) years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Operator; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Operator is under an obligation to keep confidential in relation to the Assignment, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Operator, may disclose Confidential Information to the extent that such Confidential Information:

a. was in the public domain prior to its delivery to the Operator, or becomes a part of the public knowledge from a source other than the Operator;

b. was obtained from a third party with no known duty to maintain its confidentiality;

c. is required to be disclosed by Applicable Laws or judicial or administrativeor arbitral process or by any governmental instrumentalities, provided thatfor any such disclosure, the Operator shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

d. is provided to the professional advisers, agents, auditors or representatives of the Operator, as is reasonable under the circumstances; provided, however, that the Operator, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

7. LIQUIDATED DAMAGES

The Parties acknowledge and agree that the timely, safe and efficient operation, maintenance and management of the Catamaran Services are of the essence of this Agreement. In the event of any failure by the Operator to meet the Service Requirements, Service Levels or other obligations specified under this Agreement, the Authority shall be entitled to levy Liquidated Damages in accordance with this Clause 7. The Parties further acknowledge that the actual loss arising from such failures may be difficult to ascertain with precision and that the Liquidated Damages specified herein represent a genuine pre-estimate of the loss likely to be suffered by the Authority and are without prejudice to the Authority's right to require the Operator to remedy the deficiency and perform its obligations in accordance with this Agreement.

The levy or recovery of Liquidated Damages shall not relieve the Operator from its obligation to rectify the deficiency, comply with the applicable Service Requirements, or discharge any of its obligations under this Agreement, nor shall it prejudice any other rights or remedies available to the Authority, including invocation of Performance Security, suspension, termination, or recovery of additional losses to the extent permitted under Applicable Law.

7.1 Liquidated Damages for delay

In case of delay in Operation, liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Performance Security perday, subject to a maximum of 5.00% (five per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Operator, suitable extension of time shall be granted.

7.2 Other Liquidated Damages

Defined Parameters	**Service Requirement**	**Validation Procedure**	**Liquidated Damages**
Vessel Availability	Catamaran shall remain available for operations for at least 95% of the scheduled operating days, excluding Force Majeure, Scheduled Maintenance and Authority-approved shutdowns.	Review of daily operation logs and monthly performance reports.	₹25,000 per day of avoidable non-availability.
Scheduled Trips	Operate all scheduled trips as approved by the Authority.	Verification against trip schedules, ticketing records, and GPS/AIS records.	₹10,000 per missed trip.
GPS-based Vessel Tracking System	Failure of the GPS-based Vessel Tracking System to remain operational for more than 24 hours, other than due to Force Majeure or Authority-caused reasons	Remote online monitoring	₹10,000 per instance of non-compliance.
Safety Compliance	Maintain all statutory certificates, safety equipment, life jackets, fire-fighting equipment, navigational aids, and crew certifications in valid condition at all times.	Physical inspection and documentary verification by the Authority.	₹50,000 per instance of non-compliance and immediate rectification.
Vessel Cleanliness	Ensure cleanliness, hygiene, and upkeep of passenger seating areas, washrooms, decks, and boarding points.	Periodic inspections and passenger feedback.	₹10,000 per instance of non-compliance.
Crew Deployment	Deploy trained and licensed crew as required under applicable laws and standards.	Verification of crew rosters and certifications.	₹25,000 per instance.
Passenger Safety	No overloading and compliance with approved passenger carrying capacity.	Inspection reports, ticketing records, and surprise checks.	₹50,000 per instance.
Revenue Reporting	Submit accurate passenger and	Audit of ticketing and	₹5,000 per day of

Defined Parameters	Service Requirement	Validation Procedure	Liquidated Damages
	revenue data within prescribed timelines.	financial records.	delay.
Revenue Leakage / Under-reporting	No suppression, concealment, manipulation, or under-reporting of passenger or revenue data.	Audit, inspection, and reconciliation of records.	Three times the amount under-reported, subject to a minimum of ₹1,00,000 per instance.
Customer Service Standards	Maintain service quality and address passenger complaints within prescribed timelines.	Passenger feedback and complaint register review.	₹10,000 per substantiated complaint.
Reporting Obligations	Submit operational, maintenance, safety, and incident reports as required under the Agreement.	Verification of report submissions.	₹15,000 per instance beyond permissible response time.
Environmental Compliance	Ensure no discharge of waste, oil, fuel or pollutants into the river and comply with environmental regulations.	Inspection reports and regulatory findings.	₹50,000 per instance, without prejudice to statutory penalties.

7.3 Encashment and appropriation of Performance Security

- The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Operator in the event of breach of this Agreement or for recovery of Liquidated Damages specified in this Clause 7. The aggregate Liquidated Damages levied during any Contract Year shall not relieve the Operator of its obligations under the Agreement.
- In the event the Authority appropriates, invokes or encashes the Performance Security, whether in whole or in part, the Operator shall, within 30 (thirty) days from the date of such appropriation, replenish, restore or provide a fresh Performance Security such that the value of the Performance Security at all times remains equal to the amount required under this Agreement. Failure of the Operator to replenish, restore or furnish such Performance Security within the aforesaid period shall constitute an Operator Event of Default.
- If the aggregate Liquidated Damages exceed 25% of the Performance Security in a Contract Year, or if the same service deficiency occurs more than three times in a quarter, the Authority may treat the same as an Operator Event of Default and take appropriate action, including further encashment of the Performance Security and termination of the Agreement.

7.4 Notwithstanding anything contained in this Agreement, if any penalties, liquidated damages, revenue share dues, interest, or other amounts payable by the Operator to the Authority remain unpaid the Authority shall be entitled to recover the same from the Operator by issuance of a Recovery Certificate and/or as arrears of land revenue or through any other mechanism available under Applicable Laws. The Performance Security shall not limit the liability of the Operator or the Authority's right to recover the full amount due under this Agreement.

8. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out ofor in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

i. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth.

ii. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and furtheragree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon MD, UPSTDC and the CEO of the Operator or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 3.11.3 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act,1996. The place of such arbitration shall be Lucknow and the language of arbitration proceedings shall be English/Hindi.
2. The Operator and the Authority agree that an Award may be enforced against the Operator and/or the Authority, as the case may be, and their respective assets wherever situated.
3. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to besigned in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED		SIGNED, SEALED AND DELIVERED	
For and on behalf of Operator:		For and on behalf of Authority:	
(Signature)		(Signature)	
(Name)		(Name)	
(Designation)		(Designation)	
(Address)		(Address)	
In the presence of:			
1.		2.	

Annexure I: Details of Catamaran and City

Annexure II: Financial Bid

[BOQ of the Selected Bidder]

Annexure III: Bank Guarantee Format for Performance Security

Performance Security[4]

To

_____[name of Client]

_____[address of Client]

WHEREAS [name and address of Licensee] (hereafter called the "Licensee ") has undertaken, in pursuance of Letter of Acceptance (LOA) No. Dated for [name of the Services] (hereinafter called the "Services").

AND WHEREAS the Agreement requires the Licensee to furnish an Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Agreement Period} in a sum of Rs. _____/-. (Rupees _____ Only) (the "Guarantee Amount").

AND WHEREAS we, ... through our branch at.....(the "Bank") have agreed to furnish this Bank Guarantee (hereinafter called the "Guarantee") by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally, irrevocably and on non-transferable basis guarantees the due and faithful performance of the Licensee's obligations during the {Agreement Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Client, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Licensee, such sum or sums up to an aggregate sum of the Guarantee Amount as the Client shall claim, without the Client being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. The Client shall be entitled to invoke this Guarantee, in whole or in part, inter alia, for recovery of unpaid Revenue Share, License Fee, Liquidated Damages, penalties, interest, damages, losses, costs, expenses or any other amount payable by the Licensee under the Agreement.

3. A letter from the Client, under the hand of an officer duly authorized by the Client, that the Licensee has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Client shall be the sole judge as to whether the Licensee is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Licensee is in default shall be final and binding on the Bank, notwithstanding any differences between the Client and the Licensee, or any dispute between them pending before any court, tribunal, arbitrators or any other Client or body, or by the discharge of the Licensee for any reason whatsoever.

4. In order to give effect to this Guarantee, the Client shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Licensee and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

5. It shall not be necessary, and the Bank hereby waives any necessity, for the Client to proceed against the Licensee before presenting to the Bank its demand under this Guarantee.

6. The Client shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the

[4] To be issued by a Bank in India and from Lucknow branch only

Licensee contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Client against the Licensee, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Client, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Client of the liberty with reference to the matters aforesaid or by reason of time being given to the Licensee or any other forbearance, indulgence, act or omission on the part of the Client or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

7. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Client in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Licensee under the Agreement.

8. Notwithstanding anything contained herein, the aggregate liability of the Bank under this Guarantee shall not exceed the Guarantee Amount. This Guarantee shall remain valid until _____ and claims hereunder may be made up to _____ (claim period), after which all rights of the Client under this Guarantee shall stand extinguished. Any demand made by the Client within such period shall be honored notwithstanding that payment is effected thereafter.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Client in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be delivered by hand, registered post, speed post, courier or electronic means addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Client that the envelope was so posted shall be conclusive. This Guarantee is irrevocable and shall not be revoked, amended or modified without the prior written consent of the Client.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Client pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of....., 20.....at

SIGNED, SEALED AND DELIVERED .....

For and on behalf of the Bank
by: (Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:

a) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

b) The address, telephone no. and other details of the Head Office of the Bank as well asof issuing Branch should be mentioned on the cover letter of issuing Branch.

RFP Ref. No.: 2128/Water Sports-Catamaran/2026-27

Uttar Pradesh State Tourism Development Corp. Ltd.
Government of Uttar Pradesh

Request for Proposal (RfP)

Selection of Operator
for
Operation, Maintenance and Management of the Saryu River Jetty at Ayodhya, Uttar Pradesh, with Rights to Undertake River Tourism and Water Adventure Sports Activities

PART III: APPENDICES

November 2026.

UP State Tourism Development Corporation Ltd.
Rajarshi Purshottam Das Tandon Paryatan Bhavan,
C-13, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh.
Ph: +91-522-2308993 Fax: 91-522-2308937, 2307074
upstdc.co.in

Form-1: Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,
.....
.....
.....

Sub: Service for Operation, Maintenance and Management of Catamaran-Based Tourism Services at River Saryu, Ayodhya and/or River Ganga, Varanasi, Uttar Pradesh on Revenue Sharing Basis

Dear Sir,

With reference to your RFP Document dated ……., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for **Service for Operation, Maintenance and Management of Catamaran-Based Tourism Services at River Saryu, Ayodhya and/or River Ganga, Varanasi, Uttar Pradesh on Revenue Sharing Basis**. The Proposal is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Applicant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Applicant for the aforesaid Project.
4. I/We are bidding as Single Bidder / Consortium. The names of our Consortium Members are as follows: (Please provide names)

   _____

   _____
5. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
6. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/ We certify that in the last 3 (three) years, we or our Associates 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, 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.
8. I/We declare that:
   a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
   b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;
   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 Clause 4.1 of the RFP document, in respectof

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

d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

9. I/We declare that we are not a member of any other Applicant applying for Selection as a Applicant.
10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Services for the Assignment or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Applicant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. I/We 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/ key employees5.
14. I/We further certify that we or any of our Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (Service Contract, PPP or otherwise), and no bar subsists as on the date of Bid.
15. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred above or any other provisions of this RFP, we shall intimate the Authority of the same immediately.
16. The Bid Security of Rs. ..... (Rupees) in the form of a
17. Demand Draft is attached, in accordance with the RFP document.
18. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Services for the Project is not awarded to me/us or our proposal is not opened or rejected.
19. I/We agree to keep this offer valid for 120 (one hundred twenty) days from the Proposal Due Date specified in the RFP.
20. The Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-3.
21. In the event of my/our firm being selected as the Applicant, I/we agree to enter into an Agreement in accordance with the form at Schedule 1 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
22. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title

[5] In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 12, it may precede the paragraph by the words viz. "Except as specified in Schedule ……. hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder

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 Selection Process including the award of Services.

23. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
24. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

Signature

Name and Designation of the Authorised Signatory

Name and seal of the Applicant

APPENDIX-I

Form-2: Particulars of the Applicant(s)

1.	Name of the Applicant	
2.	Legal status	▪ Partnership Firm ▪ Sole Proprietary ▪ Company ▪ Limited Liability Company
3.	Country of incorporation	
4.	Date of incorporation and/ or commencement ofbusiness	Please attach: ▪ Copy of Certificate of Incorporation and Memorandum of Association (in case of Company); or Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms or LLP; or any other relevant Certificate to claim legal entity of the Bidder; ▪ Permanent Account Number (PAN) issued by the Income Tax Authority; ▪ GST registration certificate
5.	Registered address/ Corporate headquarters andits branch office(s), if any	
6.	Brief description of the Applicant including details of its main lines of business	▪ Capability Profile of the Organization; ▪ Details of its main lines of business of the Company and proposed role and responsibilities in this Project; ▪ Organisation Chart showing the structure of the organization, including the names of the Directors/Partners (as applicable);
7.	Details of individual(s) who will serve as the point of contact/ communication for theDirectorate	Name: Designation:Company: Address: Telephone Number:E-Mail Address:
8.	Particulars of the Authorised Signatory of theApplicant	Name: Designation:Company: Address: Telephone Number:E-Mail Address:
9.	Has the Applicant been barred/ blacklisted by any Government department/Public Sector Undertaking, from participating in any project?	Yes/No
10.	If the answer to 9 is yes, does the bar subsist ason the Bid Due Date?	Yes/No

11.	In case of non-Indian Firm, does the Firm havebusiness presence in India?	Yes/No If yes, provide the office address(es) in India.
12.	Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years?	Yes/No
13.	Has the Applicant ever failed to complete any work awarded to it by any public authority/ entity in last five years?	Yes/No
14.	Has the Applicant, suffered bankruptcy/insolvency in the last five years?	Yes/No
	Note: If answer to any of the questions at (10) to (14) is yes, the Applicant is not eligible for this Services Assignment.	
	Please attach the Copies of following: a) Certificate of Incorporation, GST Registration copy, PAN Card Copy etc. asmay be applicable) b) Organisation Chart showing the structure of the organization, including the names of the Directors c) IT Return Certificate for last 3 FYs	
	Signature **Name and Designation of the Authorised Signatory** **Name and seal of the Applicant**	

APPENDIX-I

Form-3: Power of Attorney for Signing the Proposal

Know all men by these presents, we, ... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr /Ms..... son/daughter/wife 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 "Authorised Signatory") 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 [**Name of Project**]]Project**,** proposed to be developed by the ..... (the "**Authority**") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contractsand undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal forthe said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative 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 Authorised Representative 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, designation and address)

Witnesses:

1.
2.

Notarised

Accepted
.....

(Signature, name, designation 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 executants (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 ofthe 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 Applicant.*

APPENDIX-I

Form-4: Joint Bidding Agreement for Consortium (Not Applicable)
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of …… 2026.

AMONGST

1. {…… ……} 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. {…… ……..} 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, & SECOND PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

2. [_____], represented by its [_____] and having its principal offices 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 Bids (the "**Bid**") by its Request for Proposal No dated……(the "**RFP**") for _____ (the "**Project**").

3. 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 and other bid documents in respect of the Project, and

4. It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement ("**Consortium Agreement**") and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

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.

3. Covenants

3.1 The Parties hereby undertake that in the event the Consortium is declared the Selected Applicant and awarded the Project, it shall enter into an agreement with the Authority and for performing all its obligations as the CPO in terms of the Agreement for the Project.

4. Role of the Parties

4.1 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 Commercial Operation Date under the Agreement when all the obligations of the CPO shall become effective;

b. Party of the Second Part shall be {the Lead Member of the Consortium;}

c. Party of the Third Part shall be {the _____ Member of the Consortium.}

5. Joint and Several Liabilities

5.1 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 and the Agreement, till such time as the Commercial Operation Date for the Project is achieved under and in accordance with the Agreement.

6. Representation of the Parties

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

a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Consortium Agreement;

b. The execution, delivery and performance by such Party of this Consortium 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 Consortium Agreement for the delegation of power and authority to execute this Consortium Agreement on behalf of the Consortium Member is annexed to this Consortium Agreement, and will not, to the best of its knowledge:

1. require any consent or approval not already obtained;
2. violate any Applicable Law presently in effect and having applicability to it;
3. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
4. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, 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

5. 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 Consortium Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates 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 fulfilment of its obligations under this Consortium Agreement.

8. Termination

8.1 This Consortium Agreement shall be effective from the date hereof and shall continue in full force and effect until the Commercial Operation Date of the Project is achieved under and in accordance with the 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 Consortium Agreement will stand terminated in case the Applicant is not selected or upon return of the Bid Security by the Authority to the Applicant, as the case may be.

9. Miscellaneous

9.1 This Consortium Agreement shall be governed by laws of India.
9.2 The Parties acknowledge and accept that this Consortium Agreement shall not be amended by the Parties without the prior written consent of the Authority/ Land Owning Agency.

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

FIRST PART (SIGNATURE) (NAME DESIGNATION)	SECOND PART (SIGNATURE) (NAME DESIGNATION)
WITNESS 1	WITNESS 2

(SIGNATURE) (NAME DESIGNATION)	(SIGNATURE) (NAME DESIGNATION)

Notes:

▪ *The mode of the execution of the Joint Bidding Agreement 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.*

▪ *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as 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.*

APPENDIX-I

Form-5: Power of Attorney for Lead Member of Consortium (Not Applicable)

Whereas the [_____] ("Authority") has invited bids from interest parties for [Name of the Project] ("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 (RFP) 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 _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Applicant") 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") and 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 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 submission of its bid for the Project, including but not limited to signing and submission of all bids and other documents and writings, participate in Applicants' 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 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2026.

FIRST PART (SIGNATURE) (NAME DESIGNATION)	SECOND PART (SIGNATURE) (NAME DESIGNATION)
WITNESS 1 (SIGNATURE) (NAME DESIGNATION)	WITNESS 2 (SIGNATURE) (NAME DESIGNATION)

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;*
- *Wherever required, the Bidder 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 Bidder;*
- *An international Bidder bidding as a member of a Consortium shall ensure that Power of Attorney is legalised/ Apostille by appropriate authority notarised in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled;*
- *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 Bidders 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-I

Form-6: Financial Capacity

{In case of a consortium to be provided by both the bidders}

All figures in Rs Crore

Financial Year	Annual Revenue
2024 – 2025 or 2025 – 2026	
2023 – 2024 or 2024 – 2025	
2022 – 2023 or 2023 – 2024	

Certificate from the Statutory Auditor

This is to certify that ..... (name of the Applicant) has received the payments shown above against the respective years.

Date:
Name of the Audit firm:
Seal of the audit firm:
UDIN:

In case the Applicant does not have a statutory auditor, it shall provide the certificate from itschartered accountant that ordinarily audits the annual accounts of the Applicant.

In the event that the Applicant does not wish to disclose its Annual Revenue, it may state thatit has received more than the amount specified in the aforesaid certificate.

Note:
Please do not attach any printed Annual Financial Statement.

Signature

CA Signature with UDIN
Name and seal of the Applicant

APPENDIX-I

Form-7: Details of Technical Eligibility

Project Details

S. No.	Particulars	Details
1	Title of the Project	
2	Project Location	
3	Name of Client/Authority	
4	Nature of Passenger Water Transport Service (Cruise/Ferry/Tourist Boat/Houseboat/Other)	
5	Contract Period	From ___ To ___
6	Current Status (Completed/Ongoing)	
7	Contact Details of Client (for verification)	

Eligibility Criterion No. 1

Continuous Operating Experience

Requirement: Minimum five (5) years of continuous experience in operating passenger cruise vessels, ferries, tourist boats, houseboats or similar passenger water transport services as on the Bid Due Date.

Particulars	Details
Date of Commencement of Operations	
Date of Completion / Continuing Till	
Total Continuous Experience (Years & Months)	
Nature of Operations Undertaken	
Documentary Evidence Attached	Yes / No

Eligibility Criterion No. 2

Experience in Operating Passenger Vessels

Requirement: Operated at least two (2) passenger vessels simultaneously OR passenger vessels having aggregate passenger carrying capacity of not less than 100 passengers.

Vessel Name	Vessel Type	Passenger Capacity	Ownership/Operation Status	Period of Operation
Vessel-1				
Vessel-2				
Vessel-3 (if any)				

Summary

Particulars	**Details**
Number of Vessels Operated Simultaneously	
Aggregate Passenger Capacity	

Eligibility Criterion No. 3

Passenger Handling Experience

Requirement: Handled cumulative passenger traffic of not less than 10,000 passengers during any one year in the immediately preceding five (5) years.

Financial Year	**Number of Passengers Handled**
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	

Summary

Particulars	**Details**
Year for which Eligibility is Claimed	
Total Passengers Handled During the Year	

Eligibility Criterion No. 4

Ownership of Passenger Vessel

Requirement: Ownership and operation of at least one passenger vessel having certified passenger carrying capacity of not less than 50 passengers.

Particulars	**Details**
Name of Vessel	
Type of Vessel	
Ownership Status	
Certified Passenger Capacity	
Registration Number	
Certifying Authority	
Documentary Evidence Attached	Yes / No

Eligibility Criterion No. 5

Operational and Regulatory Capability

Requirement: Demonstrate capability in vessel operations, crew management, safety management, maintenance planning and statutory compliance.

Details of Capability

Area	**Details**
Vessel Operations Management System	
Crew Management System	
Safety Management Procedures	
Maintenance Planning System	
Regulatory Compliance Framework	
Relevant Certifications (if any)	

Supporting Documents Attached

S. No.	**Document Name**	**Reference**
1		
2		
3		
4		

Bidder's Declaration

I/We hereby certify that the information furnished above is true and correct and that the supporting documents submitted along with this Form are authentic. I/We acknowledge that any misrepresentation, suppression of facts or submission of false information may lead to rejection of the Bid and other actions as may be deemed fit by the Authority.

Authorized Signatory

Name: _____

Designation: _____

Date: _____

Place: _____

Notes:

1. The Applicant shall provide details only of those assignments undertaken in its own name.
2. Documentary evidence such as Work Orders, Agreements, Completion Certificates, Client Certificates, CA certificates with UDIN, Vessel Registration Certificates, Passenger Records, Operation Permits, and Statutory Approvals shall be submitted in support of the claims made.
3. The Authority reserves the right to seek additional information or independently verify any information furnished by the Applicant.

Appendix-II : Financial Proposal

Form-1

S.No.	Description	% of Revenue Share
1	Selection of Operator for Operation, Maintenance and Management of Catamaran-Based Tourism Services at River Saryu, Ayodhya Uttar Pradesh on Revenue Sharing Basis	(to be provided by the Applicant)

S.No.	Description	% of Revenue Share
1	Selection of Operator for Operation, Maintenance and Management of Catamaran-Based Tourism Services at River Ganga, Varanasi, Uttar Pradesh on Revenue Sharing Basis	(to be provided by the Applicant)