REQUEST FOR PROPOSAL

for

Selection of an Agency for Operation and Maintenance

of

Tourist Bungalow, Rania

on

Management Contract_2nd Call

Issued By

UP State Tourism Development Corporation Ltd.

upstdc.co.in

(Tender Reference No. – Rania/TB/2026)

UP State Tourism Development Corporation Ltd

Rajarshi Purshottam Das Tandon Paryatan Bhavan,C-13, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh.

NOTICE INVITING TENDER

Tender reference no: - **Rania/TB/2026**

Date: - _____

RFP for selection of an agency for Operation and Maintenance of **Tourist Bungalow, Rania** on Management Contract.

The Government of Uttar Pradesh had entrusted to the Uttar Pradesh State Tourism Development Corporation (the "**Authority**"), established in the year 1974 to select an agency to operate and maintain **Tourist Bungalow, Rania** located at Kanpur Dehat.

The Authority was established with an objective to provide tourist accommodation, restaurants, wayside amenities to the tourists and to open recreational centers and organize package tours ensuring promotion of tourism in Uttar Pradesh.

As a part of this endeavour, the Authority has decided to invite participations from eligible entities to undertake, the Operation and Maintenance of **Tourist Bungalow, Rania**, (the "Project") on Management Contract, and has, therefore, decided to carry out the bidding process for selection of an entity as the Bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of the Project	Key Components
Selection of an agency for Operation and Maintenance of **Tourist Bungalow, Rania** on Management Contract	Operation and Maintenance of project on Management Contract basis for 15 years extendable for further 15 years on fixed Annual License Fees with annual escalation.

The complete Bidding Documents can be viewed/ downloaded from https://etender.up.nic.in/ from 31/10/2026 to 20/11/2026. Bid must be submitted online only at https://etender.up.nic.in/ on or before 20/11/2026 (up to 12:00 hours IST). Bids received online shall be opened on 20/11/2026 (at 16:00 hours IST). The hard copy of the technical bid only shall be submitted by the Bidder within 07 (seven) days of last date of online submission of bid.

Please note that Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever.

Thanking you,
Yours faithfully
MD
UPSTDC Ltd

Disclaimer

1. The information contained in this Request for Proposal (RFP) document, whether subsequently provided to the Bidder(s), verbally, or in documentary form, by the Uttar Pradesh Tourism Development Corporation Ltd (UPSTDC), or any of its authorities, agencies, officers, employees, agents or advisors is provided to Bidders on the terms and conditions set out in this document and any other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor invitation by UPSTDC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to the, in the formulation of their application for qualification and making their financial offers (Bids) 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 Bidder 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, data and information furnished in this RFP or to be furnished later under the bidding documents, by UPSTDC are, only indicative and for the sole purpose of making available to interested parties bidders information that may be useful to the, in the formulation of their Bid. Such assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, before placing reliance on aforesaid assumptions, assessments, statements, data and information [furnished in this RFP or referred to herein, by UPSTDC] 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. For avoidance of doubt, in case Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information [furnished by UPSTDC in this RFP or referred to herein], then the same shall not in any manner bind/make liable the Authority, to indemnify the Bidder in respect to any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.
3. The information is provided on the basis that it is non-binding on UPSTDC or any of its authorities, agencies, officers, employees, agents or advisors. Information provided in this Tender document to the Bidder 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 of opinion on law expressed herein.
4. While UPSTDC has taken due care in the preparation of this document and believes it to be accurate, neither UPSTDC, or any of its authorities, agencies, officers, employees, agents or advisors give any warranty, or make representations, express or implied, as to the completeness of the RFP document, and shall incur no liability to any person, including the Bidder, under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, reliability or completeness of the RFP document, and any assessment, assumption, statement or information contained therein

or deemed to form part of this RFP document or arising in any way in this selection process

5. UPSTDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority 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.
6. The issue of this RFP document does not imply that UPSTDC is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter), for implementation, and UPSTDC reserves the right to reject all, or any, of the Bidders, or Bids, without assigning any reason whatsoever.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid 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 Bid. All such costs and expenses will remain with the Bidder and UPSTDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the selection process.
8. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/advisor/ representative of Authority or to any other person in a position to influence the decision of the [Authority] for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
9. Laws of the Republic of India are applicable to this RFP.
10. Each Bidder's procurement of this RFP constitutes its agreement to, and acceptance of, the terms set forth in this Disclaimer. By acceptance of this RFP, the recipient agrees that this RFP and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereto.
11. The RFP is solely for the implementation of the Project to be undertaken in accordance with this RFP on the site, the owner of which is and shall always be Authority and the Project facility shall always be deemed to be in the actual exclusive possession of Authority. The Selected Bidder shall only make use of the Project Facility to implement the Project and the Project facility shall in no way be deemed to be transferred by any mode to the Selected Bidder. Any attempt to transfer the Project facility or creation of charge, lien or encumbrance, by any mode shall be treated as malfeasance and in that event the Operation and Maintenance Agreement shall be terminated forthwith without any notice and reason and Authority shall resume the Project facility and forfeit the Bid Security/ Performance Guarantee without any prejudice to any action taken as per law.

Contents

NOTICE INVITING TENDER **2**

Disclaimer **3**

Definitions **8**

SECTION 1: INTRODUCTION **12**

1 Introduction **12**

1.1 About UPSTDC 12

1.2 Project Summary 12

1.3 Project Site 13

SECTION 2: SCOPE OF WORK **14**

2 Scope of Work **14**

2.1 Extent of the property 14

2.2 Rights and Responsibilities of UPSTDC 14

2.3 Rights and Responsibilities of the selected bidder 14

2.4 Commercial Consideration 17

SECTION 3: BIDDING PROCESS SUMMARY **19**

3 Bidding Process Summary **19**

3.1 Bidding process 19

3.2 Schedule of bidding process 21

3.3 Pre-bid conference 22

SECTION 4: INSTRUCTION TO THE BIDDER **23**

4 Instructions to the Bidder **23**

4.1 Purpose of bid document 23

4.2 Scope of the bid 23

4.3 General terms of bidding 23

SECTION 5: ELIGIBILITY CRITEREA **28**

5 Eligibility Criteria **28**

5.1 Financial eligibility criteria 30

SECTION 6: OPENING AND EVALUATION OF BIDS **31**

6 Opening and evaluation of bids **31**

6.1 Test of responsiveness 31

6.2 Technical Evaluation 32

6.3 Verification and disqualification 34

6.4 Evaluation criteria for financial bids 35

6.5 Selection of bidder and award of contract 36

SECTION 7: PREPARATION AND SUBMISSION OF BIDS **37**

7 Preparation and submission of bids **37**

7.1 Language 37
7.2 Preparation of bid 37
7.3 Bid submission 37
7.4 Instructions for submission of bid 38
7.5 Change in Ownership 39
7.6 Bid Due Date 40
7.7 Late bid 40
7.8 Modification / substitution / withdrawal of bid 40
7.9 Rejection of bid 40
7.10 Validity of bids 41
7.11 Confidentiality 41
7.12 Correspondence with the bidder 41
7.13 Sealing and marking of bids 41
7.14 Amendment of RFP 42
7.15 Site visit and verification of information 42
SECTION 8: BID SECURITY 44
8 Bid security 44
8.1 Bid Security 44
8.2 Forfeiture of Bid Security 44
SECTION 9: FRAUD AND CORRUPT PRACTICES 45
9 Fraud and corrupt practices 45
SECTION 10: CONFLICT OF INTEREST 47
10 Conflict of Interest 47
SECTION 11: PROPRIETARY DATA 49
11 Proprietary data 49
SECTION 12 MISCELLANEOUS 49
12 Miscellaneous 49
SECTION 13: THE PROJECT DETAILS 51
13 The Project Site, Project Facilities & their specifications 51
Annexure A1: Letter comprising the Bid for Pre-qualification and Technical Evaluation 54
Annexure A2: Power of Attorney for signing of Bid 58
Annexure A3: Power of Attorney for Lead Member of Consortium 60
Annexure A4: Joint Bidding Agreement for Consortium 62
Annexure A5: Bank Guarantee for Performance Security 67
Annexure A6: Statement of Legal Capacity 68
Annexure A7: Format for affidavits certifying that the Bidder or its directors are not blacklisted 69
Annexure B1: Particulars of the Bidder/ Consortium Members 71

Annexure B2: Auditor's Certificate for Financial Capacity of the Bidder.....72
Annexure B2 (i): Auditor's Certificate for Financial Capacity of the Consortium.....73
Annexure B3: Particulars of the O&M Experience.....75
Annexure B4: Self-Certification Affidavit.....76
Annexure B5: Approach & Methodology.....77

Definitions

'Agreement' shall mean the Operation and Maintenance Agreement to be executed by the Uttar Pradesh State Tourism Development Corporation Ltd. (UPSTDC) in respect of the Project in favor of the Selected Bidder in accordance with the provision of the RFP document.

'Associate' shall mean, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder Consortium Member.

'Authority' shall mean Uttar Pradesh State Tourism Development Corporation Ltd as mentioned in clause 1.1 of this RFP.

'Bid' shall mean the response submitted by the bidder in response to the RFP in accordance with the terms and conditions of this RFP, including clarifications and/or amendments, to the extent permitted, thereto.

'Bidder' shall mean the bidding entity, company, companies come together as Consortium, LLP or partnership firm, as the context may admit or require, that submit their bid.

'Bidding Documents' shall mean all the documents collectively including 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.

'Bid Security / Earnest Money Deposit' shall mean the security furnished by the bidder as stipulated in the RFP document.

'Bid Due Date' shall mean the last date and time for receipt of the Bid, and as mentioned in this RFP.

'Eligibility Criteria' shall mean the General, Financial and Technical criteria stipulated in this RFP documents, which the bidder is required to meet in order to be eligible for evaluation of his Bid.

'INR' means Indian Rupees

'Letter of Award' or **'LOA'** shall mean the letter to be issued by Authority to the Selected Bidder conveying intention of award of the Project, in accordance with the terms of this RFP.

'Performance Security' shall mean the irrevocable & unconditional bank guarantee furnished by the Selected Bidder as per the terms of the RFP.

'Power of Attorney' shall mean the Power of Attorney, in the format provided in this RFP, to be furnished by the bidder authorizing a person to sign the Bid and act for and on behalf of the bidder during the bidding process.

'Request for Proposal' or **'RFP'** shall mean the Request for Proposal document including the draft Agreement, Annexure and Addendum thereof issued by the Authority for selection of a suitable operator to implement the Project, and shall include any modifications, amendments or alterations or clarifications thereto.

'Selected Bidder' shall mean the bidder selected, pursuant to the bid evaluation process set forth in this RFP document, for implementation of the Project and to whom LOI has been issued by the Authority.

'**Gross revenue**' shall mean- gross receipts of the Project as defined in draft O&M Agreement

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.

The words and expressions beginning with capital letters and not defined herein, but defined in the Operation and Maintenance Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

BID CONTROL SHEET

#	Category	Description
1	Project Name/ Name of Work	Selection of an Agency for Operation and Maintenance of Tourist Bungalow, Rania on Management Contract
2	Tender Inviting Agency	Uttar Pradesh State Tourism Development Corporation Ltd. (UPSTDC)
3	RFP Reference No.	Rania/TB/2026
4	Availability of RFP Documents	RFP document can be downloaded from the website of https://etender.up.nic.in/
5	Non-Refundable Tender Cost	INR 12980.00 (Rupees Twelve Thousand Nine Hundred and Eighty only) (inclusive of GST) to be paid through **NEFT/RTGS# Only**
6	Earnest Money Deposit (EMD)	INR 16,000.00 (Rupees Sixteen Thousand only) to be paid through **NEFT/RTGS# Only**
7	Bidding Parameter	Highest Annual Fixed License Fees
8	Reserve Price for License Fees	Rs 15.00 Lac (Rupees Fifteen Lac only) Bid quoted below the reserve price shall be treated as non-responsive and liable to be rejected.
9	Term of Agreement	15 years from signing of Operation and Maintenance Agreement extendable for further 15 years subject to the provision of the Operation and Maintenance Agreement
10	Institutional Structure for Implementation	Special Purpose Vehicle (Operator SPV) to be incorporated by Selected Bidder
11	Date of Issuance of RFP	31-10-2026 at 09:00 AM
12	Last Date for Submission of Pre-Bid Queries	06-11-2026 at 12:00 PM
13	Pre-Bid Conference Time, Date and Venue	06-11-2026 at 04:00 PM Venue: 3rd Floor, Paryatan Bhawan, C-13, Vipin Khand, Gomti Nagar, Lucknow
14	Mode of Submission of RFP	Online* The detailed information regarding the submission can be obtained from the website: https://etender.up.nic.in/
15	Last date and time for bid submission (Bid Due Date)	20-11-2026 at 12:00 PM
16	Date, time and venue of opening of pre-qualification	20-11-2026 at 04:00 PM Venue: 3rd Floor, Paryatan Bhawan, C-13, Vipin

	and technical bids	Khand, Gomti Nagar, Lucknow
17	Date of announcement of shortlisted bidders	To be intimated later
18	Place, time and date of opening of financial bids received in response to the tender notice	To be intimated later
19	Bid validity period	180 days from Due Date
20	Contact Email ID	md@upstdc.co.in
21	Communication Address	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

Note: The above dates, time and venue may be altered by UPSTDC at its sole discretion after giving prior notice to the Bidders. The information provided in the above control sheet is further elaborated in the subsequent sections of this RFP. Information provided in the control Sheet, and subsequent sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.

#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

* The hard copy of the technical bid only shall be submitted by the Bidder within 07 (seven) days of last date of online submission of bid.

SECTION 1: INTRODUCTION

1 Introduction

1.1 About UPSTDC

The Uttar Pradesh State Tourism Development Corporation Ltd. (UPSTDC) was established in the year 1974 with an objective to provide tourist accommodation, restaurants, wayside amenities to the tourists and to open recreational centers and organize package tours ensuring promotion of tourism in Uttar Pradesh.

1.2 Project Summary

#	Category	Description
1	Project Title	Selection of an Agency for Operation and Maintenance of Tourist Bungalow, Rania on Management Contract
2	Location	Rania, Kanpur Dehat
3	Scope of Work	Operation and Maintenance of Tourist Bungalow, Rania on Management Contract with annual license fee and as mentioned in detail in this RFP and Operation and Maintenance Agreement.
4	Details of Project Facilities	**Project Facilities comprises of:** • **Land Area**: Approx. 15790 sq. m. • **Building Area**: - **Ground floor** a) Main Building: - 404.76 sq. mtr. b) Manager Residence: - 69.32 sq. mtr. c) Class IV Residence: - 75.20 sq. mtr. --- **549.28 sq. mtr** • Floors: Ground • Rooms: 04 Rooms for guest + 03 for staff • Facilities Available: Restaurant • Parking for approximate 10-15 Cars • Lawn/open space
5	Mode of Engagement	Management Contract with annual license fee
6	Institutional Structure for Implementation	Special Purpose Vehicle (Operator SPV) to be incorporated by Selected Bidder
7	Annual License Fee	The annual fixed license fee quoted by the highest bidder shall be escalated by 5% for every succeeding year over the fixed license fee for the preceding year. At the end of the 15th year, subject to extension for another 15 years, the annual fixed license fee shall be increased once by 15% over the annual fixed license fee

		of the 15th year. Beyond this, annual escalation of 5% shall apply. The bidder shall pay as annual payment, the annual fixed license fee (as above) or 6% of the gross revenue of the project, whichever is higher.

1.3 Project Site

Tourist Bungalow, Rania

Refer Section 13 for additional details about the property.

SECTION 2: SCOPE OF WORK

2 Scope of Work

2.1 Extent of the property

1. For its tourist accommodation property in the state of Uttar Pradesh, the Uttar Pradesh State Tourism Development Corporation Ltd. (UPSTDC) plans to appoint an eligible entity as an operator to Operate and maintain the property through trade or business for **Tourist accommodation** and/or involving any of the following:
    a. Weddings and parties
    b. Other social and cultural functions
    c. Exhibitions and small fairs like book and handicraft fairs
    d. Conferences and seminars
    e. Cultural and literary events
    f. Restaurants and Bar
    g. Luxury tent camps
    h. Souvenir shops (to sell novel products and other unique handicraft items of UP.)

    Above is an indicative list and the selected bidder will be at liberty to organize functions as long as they are legal and do not cause public nuisance.
2. The Selected Bidder shall be required to form an appropriate Special Purpose Vehicle, incorporated under Indian Companies Act 2013 (the "Operator SPV") to execute the Operation & Maintenance Agreement and implement the Project.
3. The property shall be given to the selected bidder on Management Contract basis as elaborated in various provisions of the Draft Operation & Maintenance Agreement.
4. Moreover, it is to be noted that UPSTDC shall retain ownership of the land, building, fixtures and furniture and all facilities, including Project Facilities, for entire Agreement Period.
5. The Agreement Period for the Project shall be **15 years** and may be extended for further **15 years** subject to the provision of Draft Operation & Maintenance Agreement.

2.2 Rights and Responsibilities of UPSTDC

1. UPSTDC shall be responsible for handing over the project facilities to the Selected Bidder within the stipulated time frame given in Agreement. UPSTDC shall provide the property complete with immovable assets, furniture, interiors and fit-outs for furnishing of the project facilities on "as is where is basis" for the purpose of operations and maintenance.
2. UPSTDC may facilitate (without any obligation) for obtaining all licenses from relevant authorities for the operation of the tourist accommodations.
3. Detail roles and responsibility of Authority is stated in the Draft Operation & Maintenance Agreement

2.3 Rights and Responsibilities of the selected bidder

1. The selected bidder shall be responsible for and shall undertake at its own cost, risk and expenses, complete operation and maintenance of the Project as per good industry

practices for Agreement Period in accordance with various requirements set out under Operation and Maintenance Agreement.

2. The selected bidder shall be responsible for arranging and mobilizing finances required for successful execution of project for entire Agreement period.
3. The selected bidder shall be responsible for procuring basic utilities including water connection, power connection for the property as per need and shall remain liable to pay the applicable charges in respect thereof. UPSTDC shall not be responsible for providing these utilities, however, it may facilitate (without any obligation) the selected bidder to obtain these facilities from relevant authorities/agencies. If any of these facilities have been provided at the property, the selected bidder shall be responsible for payment of the full usage and incidental charges, if any, for the said facilities.
4. The selected bidder shall be liable to pay on time all charges, taxes. license fees etc. All rates, taxes as applicable on the license rent, property tax, water charges, sewer charge shall be borne by the selected bidder. The selected bidder shall also be required to submit to UPSTDC original copies of receipts of all payments of taxes, fees, charges etc.
5. The selected bidder shall procure and manage on its own, all movable/consumables' items including crockery, bed linens, toiletries, utensils, cutlery, stationary etc. necessary for operations.
6. The selected bidder may furnish, refurbish, renovate, repair, and upgrade the project facilities at its own cost and without any obligation on part of UPSTDC. No compensation will be provided by the UPSTDC for any such furnishing, renovation/alterations, repair, or upgradation on expiry of the Agreement or its termination in any manner. The selected bidder will not be allowed to remove any immovable or movable property, furnishing, fixtures, etc. at the expiry of Agreement.
7. Such procurement and all furnishing/refurbishment/renovation/repair/upgradation work shall be completed before Scheduled Commercial Operations Date (COD), as defined in the Operation and Maintenance Agreement, after which, selected bidder shall be allowed to start taking booking the project properties and collect the charges for such booking accordingly.
8. No additions, alterations, modifications to the existing building or any major civil work, development work shall be made in any manner without the written consent of UPSTDC. The selected bidder shall not harm/damage the civil structure of the property. The selected bidder may carry out minor civil and repair and development work under intimation to the authority.
9. The selected bidder shall have the exclusive right to market, manage bookings, fix charges / rates and retain revenues from operations of the project facilities. However, at the end of each quarter, the selected bidder will provide a detailed breakup of the revenue to UPSTDC. The selected bidder shall be responsible for bearing all the expenditure associated with operation and maintenance of project facilities. The selected bidder may enter into separate agreement with UPSTDC for booking of the accommodation through its website.
10. The selected bidder shall maintain the entire property including but not limited to building, garden, public area and movable properties like furniture, electrical installations, etc. in good condition during the entire operations period and shall compensate UPSTDC for any damages to such properties at the end of contract period.
11. The selected bidder shall be allowed to sub-license the allied project facilities like restaurant, gym, dining hall, conference hall and the like. The selected bidder cannot

sub lease the operation and maintenance of the property. All such sub-licenses shall be coterminous with the Agreement. The selected bidder shall obtain prior approval of UPSTDC for a format of the standard sub-license agreement before its execution with any sub-licensee which may or may not be permitted at sole discretion of the UPSTDC. In case, any deviation in this format of standard sub-license agreement is required, the Operator shall again obtain prior approval of the Authority before entering into an agreement with the sub-license. Any such subcontracting shall not relieve the selected bidder from any of its obligations in respect of its obligations under the agreement and the selected bidder shall remain liable and responsible for any acts, omissions or defaults of any subcontractor and shall indemnify UPSTDC in respect thereof.

12. The selected bidder shall recruit the managers and staff in the property for its smooth functioning and to maintain the level of service as required for the property.
13. The building, furniture and other properties shall be insured by the selected bidder at his own cost against fire, rioting and other possible losses.
14. Upon expiry or termination of the Agreement, the selected bidder shall promptly handover the property / facilities to UPSTDC, including all movable and immovable assets, free of all liabilities and encumbrances in good condition.
15. The selected bidder shall maintain books of accounts of this project separately as per proper accounting standards and will have them audited by statutory auditor on a yearly basis.
16. The selected bidder shall obtain necessary licenses, if any, from relevant authorities for the operation of the property.
17. The selected bidder shall be required to meet minimum service and maintenance standards as prescribed by UPSTDC from time to time.
18. The selected bidder shall not in any case attempt to transfer the Project facility or creation of charge, mortgage loan, lien or encumbrance, by any mode and the same shall be treated as malfeasance and in that event the Operation and Maintenance Agreement shall be terminated forthwith without any notice and reason and Authority shall resume the Project facility and forfeit the Bid Security/ Performance Guarantee without any prejudice to any action taken as per law.
19. The Project Facility or any part thereof shall be branded and operated under the name "Tourist Bungalow, Rania-A Unit of UPSTDC" or as decided by the Authority. The Selected Bidder shall be permitted to display its name only in the nature of an attribution, in the form of "Operated by [Name of Operator]" subject to prior intimation to the Authority. The size, placement, colour scheme and prominence of the "Operated by" attribution shall be subordinate to the principal branding. All marketing material, digital listings, online travel portals, social media pages etc shall reflect the Project Facility under the principal name specified above, with the Operator attribution only in the manner permitted therein.
20. The selected bidder shall not, use any built-up space for the purposes directly or indirectly, as Residential, Hospital, Warehousing, Industrial Activities, LPG Godowns, Petrol Bunk, any trade or activity involving any kind of obnoxious, hazardous, inflammable, non-compatible and polluting substance or process. Any activity which is prohibited by Laws, Regulations, Ordinances and the likes from the Central & State government.
21. Undertake any further obligation as set out under Operation and Maintenance Agreement.

22. Detail roles and responsibility of Selected Bidder is stated in the Draft Operation & Maintenance Agreement.
23. **Mobilization period (Rent Free Period):**- 90 calendar days from the date of signing the Agreement or the commencement of commercial operation (COD) whichever is earlier.

2.4 Commercial Consideration

1. The selected bidder shall pay an annual licensing fee to UPSTDC for operations and maintenance of the property on quarterly basis. The licensing fee shall be paid at the beginning of each quarter.
2. The licensing fee for the property shall be based upon the Financial Bid (BoQ) submitted by the selected bidder and shall be governed as per the terms and conditions defined in this RFP.
3. The selected bidder shall pay the annual licensing fee to UPSTDC based upon the Financial Bid submitted by the selected bidder or 6% of the gross revenue of the property, whichever is higher. GST would be paid extra by the selected bidder.
4. The selected bidder after the end of each financial year shall submit an audited statement of gross revenue along with audited balance sheet and profit & loss account of the Project in respect of the previous financial year. UPSTDC may appoint the auditor at any point of time to verify and reconcile the statement of account of the Project.
5. The license fee quoted by the selected bidder shall be applicable for the first year of operation from the end of the mobilization period. **The license fee for each subsequent year shall be increased by 5% over immediately previous year's license fee**. At the end of the 15th year, subject to extension for another 15 years, the annual fixed license fee shall be increased once by 15% over the annual fixed license fee of the 15th year. Beyond this, annual escalation of 5% shall apply. The selected bidder shall pay, the annual fixed license fee as above or 6 % of the gross revenue of the project, whichever is higher.
6. The annual License Fees shall be paid in equal quarterly installment at UPSTDC, Lucknow on the respective due dates subject to the provision of Operation & Maintenance Agreement. In event of any delay in the payment of installment, late fees at the rate of 18% p.a. shall be levied on the due amount for the period till such amount is due.
7. First installment of the license fee shall be paid by the selected bidder to the Authority on end of the mobilization period.
8. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operator set forth in the Operation and Maintenance Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the License to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
9. The Authority shall receive Bids pursuant to and 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, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Bid Control Sheet of this RFP for submission of Bids.

SECTION 3: BIDDING PROCESS SUMMARY

3 Bidding Process Summary

3.1 Bidding process

1. UPSTDC has adopted an online bidding process for selection of an operator for awarding the property collectively referred to as the "Bidding Process" for selection of the Bidder for award of the property. The e-tendering process is online at e-portal (URL: https://etender.up.nic.in/).
2. The Bidders (the "Bidders", which expression shall, unless repugnant to the context, include the member of Consortium) be required to upload their Bids (the "Bids") online in two parts i.e.
    a. Technical Bid
    b. Financial Bid
3. Interested bidders (**the "Bidders"**) are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 180 days from the bid due date as specified in Bid Control Sheet of this RFP for submission of Bids.
4. The evaluation stage of the Bidding Process involves pre-qualification (the "**PQ**") of prospective bidder(s) in accordance with the provisions of this RFP. At the end of this stage, the Authority shall shortlist pre-qualified Bidders fulfilling the qualification criteria.
5. The Bidders shortlisted after qualification stage shall be eligible for opening and evaluation of their Financial Bids.
6. Short-Listing and Notification

    UPSTDC would announce a list of pre-qualified Bidders after the PQ criteria evaluation. Only the Bidders who qualify under the PQ criteria would be eligible for financial evaluation. UPSTDC will not entertain any query or clarification from the Bidder who could not be shortlisted.
7. Opening of Financial Bids

    Financial bids of only those Bidders who are qualified shall be opened by UPSTDC
8. Correspondence with the Bidder

    Save and except as provided in this RFP, UPSTDC shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.
9. The Bidders shortlisted after the pre-qualification stage shall be eligible for opening and evaluation of their Price Bids at the Price Bid stage of the Bidding Process (the "**Finance Bid Stage**") comprising the opening and evaluation of price Bid (the "**Finance Bid**").
10. Bids are invited for the Project on the basis of the highest Annual Fixed License Fees (the "**Bidding Parameter**") and shall be paid as per the provisions of the Operation and Maintenance Agreement. The Agreement period is predetermined, as indicated in the Operation and Maintenance Agreement. The Annual Fixed License Fees shall constitute the sole criteria for evaluation of Financial Bids. Subject to Clause 7.9 of this RFP, the Project will be awarded to the Bidder quoting the highest Annual Fixed License Fees.

In this RFP, the term "**Highest Bidder**" shall mean the Bidder whose Annual Fixed License Fees is the highest.

Note: The Highest Bidder, upon signing the Operation and Maintenance Agreement, shall pay to the Authority Annual Fixed License fee as a consideration towards grant of License as per the terms of the Operation and Maintenance Agreement.

11. Within 21 days of the receipt of notification of award from the UPSTDC and before the signing of the contract, **the selected bidder must submit a bank guarantee (the "Performance Security") for an amount equal to 25% of fixed annual license fee**, in accordance with the conditions stipulated in the RFP and Operation & Maintenance Agreement. All charges whatsoever such as premium, commission, etc. with respect to the Performance Security shall be borne by the bidder. The performance security should remain valid from the date of execution of Operation and Maintenance Agreement to the expiry of 90 days after the date of completion of all contractual obligations. The selected bidder must also agree to extend duration of validity of performance security in mutual agreement with UPSTDC. No interest shall be payable by UPSTDC to the selected bidder on Performance Security for the period of its currency.
12. Performance Security shall be submitted in the form of Bank Guarantee in the format as provided in draft Operation and Maintenance Agreement, in favour of UPSTDC Ltd payable at Lucknow from any Scheduled Bank having branch at Lucknow.

3.2 Schedule of bidding process

UPSTDC shall endeavor to adhere to the following schedule:

#	Event Description	Date/Time
1	Availability of RFP Documents	31-10-2026 at 09:00 AM
2	Last Date for Submission of Pre-Bid Queries	06-11-2026 at 12:00 PM
3	Pre-Bid Conference	06-11-2026 at 04:00 PM
4	Deadline for bid submission (Bid Due Date)	20-11-2026 at 12:00 PM
5	Opening of pre-qualification and technical bids	20-11-2026 at 04:00 PM
6	Announcement of shortlisted bidders	To be intimated later
7	Opening of financial bids	To be intimated later
8	Issue of letter of award (LoA)	To be intimated later
9	Acceptance of LoA	Within 14 days of issue of Letter of Award
10	Formation of Operator SPV and Signing of the Operation and Maintenance agreement	Within 45 days of issue of LoA
11	Validity of bids	180 days from Bid Due Date

3.3 Pre-bid conference

1. A Pre-Bid Conference shall be held to clarify issues and to answer questions on any matter that may be raised at that stage. The date, time and venue of the Pre-Bid Conference shall be:

   Date: 06-11-2026

   Time: 04:00 PM

   Venue: 3rd Floor, Paryatan Bhawan, C-13, Vipin Khand, Gomti Nagar, Lucknow

2. The Bidder should send in their queries at least 2 days before the date mentioned for the Pre-Bid conference in the following format:

S. No.	RFP Document (Section No, Clause No, Page No)	Existing Provision	Clarification Required	Suggested Change

3. The Bidder may submit their queries, if any, before the last date of receiving queries as specified in this RFP. UPSTDC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process. However, queries received after prescribed date shall not be entertained.
4. During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the UPSTDC. The UPSTDC 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 Bidding Process.
5. UPSTDC may also on its own motion for any reason, if deemed necessary, issue interpretations and clarifications to all Bidders through the issuance of Addenda through its website - https://etender.up.nic.in/ at any time prior to the proposal date. The clarifications and interpretations can be the UPSTDC's own initiative or in response to clarifications requested by the Bidder and shall be deemed to be part of this RFP and binding upon all the Bidders. Verbal clarifications and information given by UPSTDC or its employees or representatives shall not in any way or manner be binding.

SECTION 4: INSTRUCTION TO THE BIDDER

4 Instructions to the Bidder

4.1 Purpose of bid document

The purpose of this tender is to select agency for operations and maintenance of UPSTDC property mentioned in this document. This document provides information to enable the bidders to understand the broad requirements to submit their 'Bids'.

4.2 Scope of the bid

UPSTDC wishes to receive Bids in order to select experienced and capable Bidders for operations and maintenance of the Project property. The Financial bids of bidders fulfilling the Technical qualification criteria shall be subsequently evaluated.

4.3 General terms of bidding

1. The Bidder may be a single entity or a group of entities (the **"Consortium"**), coming together to implement the Project. However, no Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be. A Bidder may be a private entity, government owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Section 4 of this RFP.
2. The Project information in this RFP is being provided only as a preliminary reference by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Project Information shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Project Information.
3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Operation and Maintenance Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder Clause 4.3 of this RFP shall continue to have effect in addition to its obligations under the Operation and Maintenance Agreement. The bidder is therefore advised to go through the Operation and Maintenance Agreement.
4. The Bid shall be furnished in the format prescribed in the RFP. Financial Bid amount shall be indicated clearly in both figures and words, in Indian Rupees, in prescribed format of Financial Bid and shall be signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall prevail and be taken into account.
5. The Bid shall consist of an Annual License Fees, as per the terms and conditions of this RFP and the provisions of the draft Operation and Maintenance Agreement.
6. The Bidder shall pay to UPSTDC a non-refundable sum of **INR 12,980** (Rupees Twelve Thousand Nine Hundred and Eighty only) inclusive of GST, as the cost of the RFP document. The cost to be paid through electronic transfer to UPSTDC in the account as per details mentioned in BID CONTROLSHEET of this RFP. The details for electronic transfer/UTR, as applicable, should be uploaded along with technical bid submission at e-portal.

7. The Bidder shall pay Bid Security/EMD/Proposal Security in the form and manner as prescribed in Section 8 of this RFP. The details of the submission of Bid Security/EMD/Proposal Security should be along with technical bid submission at e-portal.
8. The bid shall be summarily rejected if it is not accompanied with the details of payment of the tender fee and Bid Security.
9. The Bidder should submit a Power of Attorney as per the format at Annexure A2, authorizing the signatory of the Bid to commit the Bidder.

   Subject to the provision of Section 4, Clause 4.3 sub-clause 1 of this RFP, in case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of any Member, which Member shall thereafter be identified as the Lead Member, in the format at Annexure A3 and the Lead Member shall submit a Power of Attorney as per the format at Annexure A2, authorizing the signatory of the Application.

   In case the Bidder is a Consortium, Joint Bidding Agreement in the format of Annexure A4 shall be submitted by the Bidder.
10. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. Further other details of the process to be followed under this Bidding Process and the terms thereof are spelt out in this RFP. Save and except as provided in this RFP, UPSTDC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.
11. The Bidding Documents including this RFP and all attached documents, provided by the Authority are and shall remain or becomes the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
12. This RFP is not transferable.
13. Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.
14. Where the Bidder is a single entity, it shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the "Operator SPV") to execute the Operation & Maintenance Agreement with the Authority and implement the Project. In case the Bidder is a Consortium, it shall, comply with the following additional requirements:

    (a) Number of members in a Consortium shall not exceed 3 (three). However, none of the members in a Consortium should be under any sort of ineligibility under the Bidding Documents;

    (b) Under no circumstance whatsoever, Lead Member should be either replaced or exit the consortium throughout the Agreement period.

    (c) The Bid should contain the information required for each member of the

Consortium;

(d) members of the Consortium shall nominate one member as the lead member (the "**Lead Member**") who shall have an equity shareholding of at least 26% (twenty six percent) of the paid up and subscribed equity of the Operator SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure A2 and Annexure A3, signed by all the other members of the Consortium. All the members of Consortium along with the Lead Member shall maintain the equity shareholding in accordance with the Operation and Maintenance Agreement;

(e) The Lead Member shall continue to hold an equity shareholding of at least 26% (twenty six percent) of the paid up and subscribed equity of the Operator SPV, for entire term of Agreement Period;

(f) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;

(g) an individual Bidder cannot at the same time be member of a Consortium applying for RFP. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for RFP;

(h) the members of a Consortium shall form an appropriate Operator SPV to execute the Project, if awarded to the Consortium;

(i) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure A4 (the "**Joint. Bidding Agreement**"), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:

i convey the intent to form a Operator SPV, solely for the purpose of domiciling the Project and no other purpose, with shareholding/ownership equity commitment(s) in accordance with this RFP, which would enter into the Operation & Maintenance Agreement and subsequently perform all the obligations of the Operator in terms of the Operation & Maintenance Agreement, in case the license to undertake the Project is awarded to the Consortium;

ii clearly outline the proposed roles and responsibilities, if any, of each member; and

iii commit the minimum equity stake to be held by each member; and

iv commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty-six per cent) or more of the paid up and subscribed equity of the Operator SPV

v 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 till the end of the Agreement period in accordance with the Operation

and Maintenance Agreement however this liability does not allow for any relaxation of the Lead Member's obligation as an operator under the Agreement; and

15. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid, either individually or as member of Consortium.

16. A Bidder including any Consortium Member or Associate thereof should, in 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 pronounce mentor arbitration award against the Bidder, Consortium Member or Associate, 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 Bidder, Consortium Member or Associate.

    Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid. Any misrepresentation or concealment of any information in this regard shall render the Bid liable for outright rejection at the sole discretion of the Authority.

17. The Bidder has to submit a detailed business plan as a part of Approach and Methodology along with the Technical bid.

18. The following conditions shall be adhered to while submitting a Bid:

(a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

(Format refers to the way a document is laid out on the page and it addresses things like font selection, font size and presentation (likebold or italics), spacing, margins, alignment, columns, indentation, and lists. It does not include addition or deletion of any text which would alter the meaning of the prescribed form.)

(b) Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member named in the Bid and not, unless specifically requested, to other associated companies or firms.

(c) In responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Section 5 and Section 6 of this RFP; and

19. In case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

20. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three (03) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 03(three) years (for Average annual turnover purpose) or 01 (one) year (for Net Worth purpose), as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder this RFP, mean the accounting year followed by the Bidder in the course of its normal business.

21. Any condition or qualification or any other essential stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
22. The Bidding Documents inter alia include the draft Operation and Maintenance Agreement for the Property. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
23. The documents including this RFP and all attached documents, provided by UPSTDC are and shall remain or become the properties of UPSTDC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith.
24. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. UPSTDC will not return to the Bidders any Bid, document or any information provided along therewith.
25. Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.
26. Any currency for the purpose of the Proposal / Bid shall be in form of Indian National Rupee (INR).
27. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. UPSTDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
28. UPSTDC reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

29. Outstanding Dues to the Corporation

Any individual, firm, company, consortium, joint venture, or any member of a consortium/joint venture against whom any amount is outstanding and payable to the Corporation shall be ineligible to participate in this tender.

The bidder shall ensure that neither it nor, in the case of a consortium/joint venture, any of its members has any outstanding dues payable to the Corporation as on the last date of submission of bids.

If, at any stage of the tender process or during the execution of the contract, it is found that the bidder or any consortium/joint venture member has outstanding dues payable to the Corporation, the bid shall be liable to be rejected, or if already awarded, the contract may be terminated, without prejudice to any other rights or remedies available to the Corporation.

SECTION 5: ELIGIBILITY CRITEREA

5 Eligibility Criteria

The Bidder has to meet the following document requirements to qualify as Eligible Bidder:

#	Basic Requirement	Specific Requirements	Documentary proof to be submitted
1	Legal Entity	The Applicant, may be a single entity or a group of entities (Consortium) coming together to implement the project and Applicant/members may be: • A Company, incorporated under Companies Act, 2013 or 1956, amended till date; or • A partnership firm/LLP registered under the partnership act 1932/LLP Act, 2008; or • A proprietorship registered under the Shops and Establishment Act.	Copy of certificate of incorporation and/or registration under the relevant law.
2	Turnover	The Applicant (in case of single entity) should have Average Annual Turnover of INR 90.00 Lac (Rupees Ninety Lac Only) in last three financial years ending on 31st March, 2025 (F.Y. 2022-23, 2023-24 and 2024-25) from Operation and Maintenance of a hotel or resort or banquet or restaurant or cafeteria or guest house in India In case bidder is a Consortium, The Bidder should have combined Average Annual Turnover of INR 120.00 Lac (Rupees One Hundred Twenty Lac only) in last three financial years ending on 31st March, 2025 (F.Y. 2022-23, 2023-24 and 2024-25) from Operation and Maintenance of a hotel or resort or banquet or restaurant or cafeteria or guest house in India	Audited Financial Statements and CA Certificate with UDIN specifically mentioning the turnover from Operation and Maintenance of a hotel or resort or banquet or restaurant or cafeteria or guest house in India
3	Experience#	The Applicant (in case of single entity)/ Lead Member (in case of Consortium) shall have prior experience of Operation and Maintenance of a hotel or resort or banquet or restaurant or cafeteria or guest house in India for at least 12 continuous months in the last three financial years ending on 31st March, 2026 (F.Y. 2023-24, 2024-25 & 2025-26).	License/work order/ Agreement of Operation and Maintenance

4.	Net Worth*	Minimum Net Worth of the Applicant (in case of Single entity should be at least INR 14.00 Lac (Indian Rupees Fourteen Lac only) at the close of FY 2024-2025. In case Bidder is a Consortium, Net Worth of each member of consortium should be positive at the close of FY 2024-25 Additionally, Combined Net Worth of all the members in the Consortium should be at least INR 18.00 Lac (Indian Rupees Eighteen Lac only) at the close of FY 2024-25	Net worth Certificate issued by a CA
5	Blacklisting	A Bidder/any member or its associates which has been barred by the Central Government, any State Government, a statutory Client or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either individually or as member by itself or through its Associate	Affidavit by the Bidder on a notarized stamp paper.
6	Performance in last three Years	A Bidder/any member or its associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder	Affidavit by the Bidder on a notarized stamp paper.
7	A Bidder shall not have a conflict of interest as per section 10 of this RFP, that affects the Bidding Process		

(i) For all the properties/projects stated to showcase experience of the bidder, including the properties owned by the bidder and those owned by others– self certified copy of the latest licenses/ registrations/ certificates/ consents obtained in relation to the properties as per the Applicable Laws.

(ii) For properties owned by other – In addition to the licenses specified above, the bidder shall also attach a copy of the O&M Contract (First Page and other relevant pages indicating the tenure of O&M contract) and contact details of the property owner.

Notes: The Bidder shall submit their details, financial details, work completed/in progress by them in the Annexure – B1, B2, B2 (i), B3 & B4 of E-Bid for the works to be considered for qualification in Eligibility. Documentary proof such as work order/license/completion certificates from client/Operation and Management Agreement clearly indicating the nature/scope of work and actual date of completion for such work should be submitted. Extension work orders on an existing project will not be counted as separate projects. All experiences should be from India.

5.1 Financial eligibility criteria

1. In case of a single entity, the Bidder should have a minimum average annual turnover of INR 90.00 Lac (Indian Rupees Ninety Lac only) in last three financial years ending on 31st March, 2025 (2022-23, 2023-24 and 2024-25) from Operation and Maintenance of a hotel or resort or banquet or restaurant or cafeteria or guest house in India.
2. In case when bidder is a Consortium, the Bidder should have combined Average Annual Turnover of INR 120.00 Lac (Rupees One Hundred Twenty Lac only) in last three financial years ending on 31st March, 2025 (2022-23, 2023-24 and 2024-25) from Operation and Maintenance of a hotel or resort or banquet or restaurant or cafeteria or guest house in India.
3. The Applicant (in case of Single entity) should have a minimum positive Net Worth of at least INR 14.00 Lac (Indian Rupees Fourteen Lac only) at the close of FY 2024-25. The Bidder must provide details as per format of Annexure - B2 and B2 (i).
4. In case when bidder is a Consortium, net worth of each member of the consortium should be positive at the close of FY 2024-25 and Aggregate Net Worth of all the members in the Consortium should be at least INR 18.00 Lac (Indian Rupees Eighteen Lac only) at the close of FY 2024-25.

   For the purposes of this RFP Document, Net Worth shall mean:

   a. Paid-up share capital + reserves created out of profits and securities premium account) less (aggregate value of accumulated losses + deferred expenditure + miscellaneous expenditure not written off + reserves created out of revaluation of assets + write-back of depreciation and amalgamation), in case of companies; and
   b. The difference between the total assets and total liabilities, as per the audited financial statements of the bidders, being individuals undertaking any business and maintaining a balance sheet, partnership firms and LLPs.
   c. The difference between the total assets and total liabilities, in case of bidders being individuals other than those mentioned in (b) above.

   For the purpose of this RFP, total assets mean the total assets of a bidder as indicated by the Bidder in its audited financial statements or the Statement of Assets and Liabilities, as the case may be and total liabilities means the total liabilities of Bidder as indicated in its audited financial statements or the Statement of Assets and Liabilities, as the case may be.

   The Bid must be accompanied by the annual audited annual accounts along with the audit reports, by the statutory auditor/ independent chartered accountant (as the case may be) and the annual reports (if applicable) of the Bidder for the last 3 (three) accounting years, preceding the year in which the Bid is made i.e., (2022-23, 2023-24 and 2024-25)

SECTION 6: OPENING AND EVALUATION OF BIDS

6 Opening and evaluation of bids

1. UPSTDC shall open the Bids electronically as per Section 3.2 and Bid Control Sheet of this RFP, on the website https://etender.up.nic.in/.
2. Bids for which a notice of withdrawal has been submitted in accordance with Clause 7.8 shall not be opened.
3. UPSTDC will subsequently examine and evaluate e-bids in accordance with the provisions set out in RFP.
4. Bidders are advised that qualification of e-bids will be entirely at the discretion of UPSTDC. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
5. Any information contained in the Bid shall not in any way be construed as binding on UPSTDC, its agents, successors or assigns, but shall be binding against the Bidder if the Property is subsequently awarded to it on the basis of such information.
6. UPSTDC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
7. To facilitate the evaluation of Bids, UPSTDC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

6.1 Test of responsiveness

1. Prior to evaluation of Bids, UPSTDC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
    a. it is uploaded as per formats prescribed in Annexures Part-A and Part-B
    b. it is uploaded by the Bid Due Date including any extension thereof pursuant to Clause 7.6;
    c. it is signed, sealed, and marked as stipulated in Clause 7.13;
    d. it is accompanied by documents evidencing payment of the Tender Fee, Bid Security and documents required in hard copy in sealed cover in accordance with this RFP Document;
    e. it is accompanied by the Power(s) of Attorney(s) in terms of Clause 4.3;
    f. it contains all the information and documents (complete in all respects) as requested in this RFP;
    g. it contains information in formats same as those specified in this RFP/Bidding documents;
    h. it contains certificates from Statutory Auditors (in case of companies)/ independent chartered accountant (in case of bidders other than companies doing business and maintain a balance sheet) in the formats specified in Part B of Annexures of the RFP for the Property;
    i. it does not contain any condition or qualification; and
    j. it is not in violation of terms hereof.

6.2 Technical Evaluation

The Evaluation of the proposals at the time of bidding shall be based on following parameters - Minimum score of 70 marks (Technical Criteria) is required for the financial bid opening. All the firms which meet the minimum qualifying marks prescribed will stand technically qualified for consideration of their financial bids.

Sr. no.	Criteria	Max Marks	Documents to be Submitted
A	**Financial Criteria**		
A(i)	For Single Entity Average Annual turnover during 3 financial years ending 31st March 2025 (F.Y. 2022-23, 2023-24 & 2024-25) from Operation and Maintenance of a hotel or resort or banquet or restaurant or cafeteria or guest house in India • 90.00 Lac to 135.00 Lac – 15 marks • Above 135.00 Lac to 270.00 Lac- 20 marks • Above 270.00 Lac – 25 marks For Consortium Combined Average Annual turnover during 3 financial years ending 31st March 2025 (F.Y. 2022-23, 2023-24 & 2024-25) from Operation and Maintenance of a hotel or resort or banquet or restaurant or cafeteria or guest house in India • 120.00 Lac to 180.00 Lac – 15 marks • Above 180.00 Lac to 360.00 Lac– 20 marks • Above 360.00 Lac – 25 marks	25	Audited Financial statements and CA Certificate
A(ii)	For Single Entity, Net Worth at the close of FY 2024-25 • 14.00 Lac to 21.00 Lac – 10 marks • Above 21.00 Lac – 15 marks For Consortium, Combined Net Worth at the close of FY 2024-25 • 18.00 Lac to 27.00 Lac – 10 marks • Above 27.00 Lac – 15 marks	15	Net worth Certificate issued by a CA
	Sub-Total (A)	40	
B	**Experience Criteria**		

B(i)	Bidder shall have continuous prior experience of Operation and Maintenance of a hotel or resort or banquet or restaurant or cafeteria or guest house in India in the last 07 (seven) years ending on 31st March, 2026 (FY 2019-20; 2020-21; 2021-22; 2022-23; 2023-24; 2024-25 & 2025-26). • 01 to 03 years – 10 marks • Above 03 years to 05 years – 15 marks • Above 05 Years – 20 marks	20	License/Work order/ O&M Agreement and CA Certificate certifying revenue from such projects for respective years.
B(ii)	Bidder should, over the past 05 (five) years ending on 31st March, 2026 (FY 2021-22; 2022-23; 2023-24; 2024-25 & 2025-26), have taken operation and maintenance project of hotel or resort or banquet or restaurant or cafeteria or guest house in India. a. 02 Projects – 05 Marks b. More than 02 Projects – 10 Marks	10	License/Work Order/ O&M Agreement and CA Certificate certifying revenue from such projects for respective years of operation
B(iii)	Bidder should have ongoing operation and maintenance project of hotel or resort or banquet or restaurant or cafeteria or guest house in India as on bid published date. a. 02 projects – 05 marks b. More than 02 projects – 10 marks	10	Work Order/O&M Agreement
	Sub-Total B [i+ii+iii]	40	
C	Approach & Methodology • Kind of refurbishment & upliftment proposed for long term engagement – **5 marks** • Operational experience at National and International level – **5 marks** • Preliminary maintenance strategy and development components relative to the project and detailed Work Plan including Business Plan – **10 marks** (The bidder shall submit the detailed approach and methodology incorporating the above components with the technical bid and shall submit the presentation (soft copy and hard copy) 30 minutes before the start of presentation)	20	Detailed Approach and Methodology (at the time of technical bid) and presentation (30 minutes before the start of presentation on the scheduled date)
	Sub-Total C	20	
	Total [A+B+C]	100	

i) *In case of Consortium, for experience criteria B, (i) to (iii), projects/experience of only those members who propose in Joint Bidding Agreement to have minimum 26% (twenty- six percent) of the subscribed and paid up equity share capital of the Operator SPV, shall be considered*

ii) *For all the properties/projects stated to showcase experience of the bidder, including the properties owned by the bidder and those owned by others – self certified copy of the licenses/ registrations/ certificates/ consents obtained in relation to the properties as per the Applicable Laws.*

iii) *For properties owned by other – In addition to the licenses specified above, the bidder shall also attach a copy of the O&M Contract (First Page and other relevant pages indicating the tenure of O&M contract) and contact details of the property owner.*

Note: Only the bidder who will score 70% or above in technical will be eligible for financial bid opening.

6.3 Verification and disqualification

1. Notwithstanding anything contained in this RFP, UPSTDC reserves the right to accept or reject any Bid and to annul or modify the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereto. In the event that UPSTDC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
2. Right to accept and reject any or all bids

   Notwithstanding anything contained in this RFP, UPSTDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by UPSTDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by UPSTDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of UPSTDC thereunder. UPSTDC reserves the right to reject any e-bid and appropriate the Bid Security if:

   a. at any time, a material misrepresentation is made or uncovered, or
   b. the Bidder does not provide, within the time prescribed by UPSTDC, the supplemental information sought by UPSTDC for evaluation of the Bid.

      Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then UPSTDC reserves the right to take any such measure as may be deemed fit in the sole discretion of UPSTDC.

   c. In case it is found during the evaluation or at any time before signing of the Operation and Maintenance Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LOA or entering into of the Operation and Maintenance Agreement, and if the Selected Bidder 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, be liable to be terminated, by a communication in writing by UPSTDC to the Selected Bidder or the Operator, as the case may be, without UPSTDC being liable in any manner whatsoever to the Selected Bidder or Operator. In such an event, UPSTDC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to UPSTDC under the Bidding Documents and/ or the Operation and Maintenance Agreement, or otherwise.

3. Clarifications

   a. Bidders requiring any clarification on the RFP Document may send their queries to Managing Director, Uttar Pradesh State Tourism Development Corporation Ltd., Rajarshi Purshottam Das Tandon Paryatan Bhavan, C-13, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh. Ph: +91-522-2308993 Email- md@upstdc.co.in latest by the relevant date and time mentioned in Section 3.2, Schedule of Bidding Process. UPSTDC would endeavor to respond to the queries by the date mentioned in Section 3.2, Schedule of Bidding Process. UPSTDC will forward its responses, at its sole discretion, to all the Bidders and would include a description of the enquiry and the response of UPSTDC without identifying the source of the enquiry.

   b. UPSTDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, UPSTDC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring UPSTDC to respond to any question or to provide any clarification.

   c. UPSTDC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by UPSTDC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by UPSTDC or its employees or representatives shall not in any way or manner be binding on UPSTDC.

   d. To facilitate evaluation of Bidders, UPSTDC may, at its sole discretion, seek clarifications from any Bidder regarding its e-bid. Such clarification(s) shall be provided within the time specified by UPSTDC for this purpose. Any request for clarification(s) thereto shall be made through email.

   e. If a Bidder does not provide clarifications sought under Clause 6.2.3(d) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, UPSTDC may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of UPSTDC.

4. Qualified Bidders

   Only the bidder who will score 70% or above in technical evaluation is a Qualified Bidder. The Financial Bids of only Qualified Bidders will be opened.

6.4 Evaluation criteria for financial bids

The Bidder quoting the highest license fee shall be declared the successful bidder subject to meeting all other conditions mentioned in the RFP.

In the event that two or more Bidders quote the same license fee, UPSTDC may:

a. Award the contract to the successful bidder whose experience of Operation and Maintenance of a hotel or resort or banquet or restaurant or cafeteria or guest house in India is higher.

OR

b. Take any other such measure as may be deemed fit by UPSTDC in its sole discretion, including annulment of the bidding process.

6.5 Selection of bidder and award of contract

1. The Shortlisted Bidder who quotes the highest license fee shall ordinarily be declared as the selected Bidder (**"Selected Bidder"**). In the event that the UPSTDC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
2. In the event that the Selected Bidder withdraws or is not selected for any reason in the first instance, the UPSTDC may invite fresh bids.
3. After selection, a Letter of Award ("LOA") shall be issued, in duplicate, by UPSTDC to the Selected Bidder and the Selected Bidder shall, within 14 days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, UPSTDC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered on the rate of the H1 bidder.

   After acknowledgement of the LOA as aforesaid by the Selected Bidder, The Selected Bidder shall, interalia form a Special Purpose Vehicle (Operator SPV) registered under the Companies Act 2013 in India for the implementation of the Project. Operator SPV shall be formed after issuance and acceptance of Letter of Award ("LOA") within 45 (forty five) days from the date of issue of LOA or such extended period as may be reasonably allowed by UPSTDC. The SPV would enter into an O&M Agreement and subsequently carry out all the responsibilities of the Operator and undertake the Project as stipulated in the O & M Agreement. The proposed shareholding of the members of the Consortium in the SPV must be in compliance with the criteria specified in the RFP document. However, the membership structure of the Bidder shall not be changed by the Bidder except in accordance with the provisions of this RFP and the O&M Agreement.

   The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement. The Agreement shall only be executed and signed by an authorized signatory of the SPV.

SECTION 7: PREPARATION AND SUBMISSION OF BIDS

7 Preparation and submission of bids

7.1 Language

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

7.2 Preparation of bid

The Bidder shall provide all the information sought under this RFP. UPSTDC will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

7.3 Bid submission

1. Please refer to the Instructions/ Guidelines for E-Tendering Portal for Online Bid Submission. The Bidders are required to submit their e-bids electronically on https://etender.up.nic.in/ website, using valid DSCs.
2. The Bidders are required to submit their bids electronically in the following 2 (two) parts:
    a. Technical Bid
    b. Financial Bid
3. Bidder shall sign all pages of Bidding document and upload them on E-Tendering Portal for Online Bid Submission. Technical Bid shall contain duly filled application in the prescribed format along with the Annexures (together with the supporting documents specified therein) and the documents specified in this clause 7.3 and 7.4. Documents mentioned in clause 7.4 shall also be submitted in hardcopy in the manner stated in Section 7.13. Financial Bid shall be uploaded online only in the prescribed format.
4. Documents requiring submission in original hard copy in technical bid:
    a. Hard copy of all Documents listed at Section 7.4, clause 1
5. The following conditions shall be adhered to while submitting a Bid:

(d) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is in sufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

(e) Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder Member named in the Bid and not, unless specifically requested, to other associated companies or firms.

(f) In responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Section 5 and Section 6 of this RFP; and

(g) In case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

7.4 Instructions for submission of bid

1. Technical Bid: The following documents shall constitute the Technical Bid and are required to be uploaded on website: https://etender.up.nic.in/ with scan copy of the proof of payment of Tender Fee and Bid Security. Bids submitted by post, fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

Annexures

PART A: FORMAT FOR SUBMISSION OF BID		
1	Annexure – A1	Letter comprising the bid for Pre- Qualification and Technical Evaluation
2	Annexure – A2	Power of Attorney for signing the Bid
3	Annexure – A3	Power of Attorney for Lead Member of Consortium
4	Annexure – A4	Joint Bidding Agreement
5	Annexure – A5	Deleted
6	Annexure – A6	Statement of Legal Capacity
7	Annexure – A7	Affidavit certifying that the operator or its directors/partners are not blacklisted and not failed to perform any contract.
PART B: FORMAT FOR TECHNICAL BID SUBMISSION		
8	Annexure – B1	Particulars of the Bidder
9	Annexure – B2	Financial Capacity of the Bidder
10	Annexure – B2 (i)	Financial Capacity of the Bidder as Consortium
11	Annexure – B3	Particulars of O&M Experience
12	Annexure – B4	Self-Certification Affidavit
13	Annexure – B5	Approach & Methodology
ADDITIONAL DOCUMENTS		
14	Tender Fee: Document evidencing payment of Tender Fee	
15	Bid Security: Document evidencing payment of Bid Security	
16	Board Resolution/Authorization Letter from partners as the case may be for participation in bidding process	
17	Board Resolution/Authorization Letter from partners as the case may be confirming issuance of POA in favour of authorized person for signing the bid.	
18	Copies of Bidder's duly audited annual accounts along with annual	

	reports for the preceding 3 (three) years.
19	Copy of Memorandum and Articles of Association of the Bidder.
20	PAN No, GST Registration certificate
22	Signed copy of Bid document (all pages)
21	Any other document required to be submitted in terms of this RFP

2. **Financial Bid**: The following shall be uploaded as a part of the financial bid on the website: https://etender.up.nic.in/

   The financial bid to be submitted in BoQ format along with Technical Bid on e-tender website only.

   The financial bid shall **not be**, in any event, submitted in hard copy. Submission of financial bid in physical form, shall make the bid invalid and liable to be rejected.

7.5 Change in Ownership

1. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and which is not allowed under and in accordance with the RFP or draft Operation and Maintenance Agreement, the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control, which is not allowed under and in accordance with the Operation and Maintenance Agreement, occurs after signing of the Operation and Maintenance Agreement, it would, notwithstanding anything to the contrary contained in the Operation and Maintenance Agreement, be deemed to be a breach of the Operation and Maintenance Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Operator. In such an event, notwithstanding anything to the contrary contained in the Operation and Maintenance Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Operation and Maintenance Agreement or otherwise.
2. The Lead Member nominated at the time of submission of the Proposal shall continue to be the Lead Member of the Consortium for entire term of Operation and Maintenance Agreement and shall hold an equity shareholding of at least 26% (twenty six percent) of the paid up and subscribed equity of the Operator SPV throughout the agreement period.
3. By submitting the Bid, the Bidder acknowledges that it would be pre-qualified and short-listed on the basis of its Technical Capacity and /or Financial Capacity or those of its Consortium Members (in case of Bidder being a Consortium) who shall, for a period of 05 (five) years commencing from the date of incorporation of the Operator SPV (**"Lock-in Period")**, hold equity share capital as represented in the Joint Bidding Agreement during submission of proposal;

4. The aggregate equity shareholding of the Selected Bidder (whether a single entity or a Consortium) in the issued and paid up equity capital of the Operator shall not be less than 100% (one hundred percent) till the Lock-in Period commencing from the date of incorporation of the Operator SPV, until and including the date of execution of the Operation and Maintenance Agreement, and thereafter, subject to the terms of this RFP and the draft Operation and Maintenance Agreement;
5. After the expiry of the Lock-in Period, the Lead Member may, subject to the approval from UPSTDC, replace the member having the technical capability ("**Substitution Right**") in terms of the provisions contained in the O&M Agreement. However, the aforesaid Substitution Right shall not be exercised by the Lead Member more than 3(Three) times during the entire term of the O&M Agreement.
6. Any dilution in the shareholding of the SPV (whether by fresh issue of shares or securities convertible into shares or direct or indirect transfer or both) will require the prior written consent of UPSTDC.
7. Notwithstanding anything to the contrary contained in this RFP, the exit related provisions contained in this Clause will only be applicable in case of a Consortium.

The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Operation and Maintenance Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Operation and Maintenance Agreement, be deemed to be a breach of the Operation and Maintenance Agreement and dealt with as such thereunder.

7.6 Bid Due Date

1. Bids should be uploaded before 12:00 PM IST on the Bid Due Date i.e. 20-11-2026 on e-portal and hard copies of the documents listed in Section 7.4, Clause 1 be submitted at the address provided in the said Clause 7.13 in the manner and form as detailed in this RFP.
2. UPSTDC may, in its sole discretion, extend the Due Date by issuing an Addendum in accordance with Section 7.14 uniformly for all Bidders.

7.7 Late bid

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

7.8 Modification / substitution / withdrawal of bid

The Bidder may modify, substitute or withdraw its Bid prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

7.9 Rejection of bid

1. Notwithstanding anything contained in this RFP, UPSTDC reserves the right to reject any Bid and to annul or modify the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
2. UPSTDC reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

7.10 Validity of bids

The bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. UPSTDC, reserves the right to reject any Proposal that does not meet this requirement. Proposal Validity Period and/or Proposal Security shall be extended for a specified additional period at the request of UPSTDC. A Bidder agreeing to the request will not be allowed to modify his Proposal, but would be required to extend the validity of his Proposal Security for the period of extension. The Proposal Validity Period of the Successful Bidder shall be extended till the date of execution of the Agreement.

7.11 Confidentiality

1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor, advising UPSTDC in relation to, or matters arising out of, or concerning the Bidding Process. UPSTDC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same as confidential. UPSTDC may not divulge any such information unless it is directed to do so by any statutory or judicial authority that has the power under law to require its disclosure or to enforce or assert its right or privilege as may be required by or under any law or in connection with any legal process.
2. The Bidder also acknowledges that all material information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to UPSTDC.

7.12 Correspondence with the bidder

1. Save and except as provided in this RFP, UPSTDC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.
2. Bids shall be deemed to be under consideration immediately after they are opened and until such time the UPSTDC makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, UPSTDC and/ or their employees/ representatives on matters related to the Bids under consideration.

7.13 Sealing and marking of bids

1. Documents from Section 7.4, clause 1 Part A and Additional document, shall be placed in a separate envelope and marked as “Enclosures of the Bid”.
2. Documents from Section 7.4, clause 1 Part B shall be placed in a separate envelope and marked as “Technical Qualification”
3. The Two envelopes specified in this Clause 7.13, sub-clause 1 and 2 shall be sealed and placed in an outer envelope, which shall be sealed. Outer envelope shall clearly bear the following identification:

   “Selection of an Agency for Operation and Maintenance of Tourist Bungalow, Rania on Management Contract” and “Do not open the envelope without presence of authorized person”.

   And clearly indicate the name and address of the bidder. In addition, the Bid due date be indicated on the right hand top corner of each of the envelopes.

The Bid shall be summarily rejected if the Hard copy of all or any of the documents mentioned herein is not received by UPSTDC latest within Seven (07) days from last the date of online submission of bid.

Physical copies shall be sent on below Address:

Managing Director

Uttar Pradesh State Tourism Development Corporation Ltd.

Rajarshi Purshottam Das Tandon Paryatan Bhavan,

C-13, Vipin Khand, Gomti Nagar,

Lucknow, Uttar Pradesh.

7.14 Amendment of RFP

a. At any time prior to the Bid Due Date, UPSTDC may, for any reason, whatsoever whether on its own initiative / volition or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda or Corrigenda.

b. Any Addenda or Corrigenda thus issued will be notified and uploaded on website only which shall be binding upon all the bidders. Interested bidders are advised to visit the Portal website https://etender.up.nic.in/ regularly till the bid due date to check for any corrigenda / addenda/ amendment.

c. In order to afford the Bidders a reasonable time for taking into account the contents of any Addenda or Corrigenda, or for any other reason, UPSTDC may, at its own discretion, extend the Bid Due Date by an appropriate period.

7.15 Site visit and verification of information

1. The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the properties and site conditions before submitting their Bids and satisfy itself of the title, ownership, physical condition of the properties, the assets lying therein and any other matter considered relevant by them and UPSTDC has made no representation and/ or warranty, express or implied, as regards the properties, including but without limitation to the quality, condition, merchantability and suitability thereof.
2. It would be deemed that prior to the submission of Proposal, the Bidder has:
    a. made a complete and careful examination of the requirements and other information set forth in this RFP Document.
    b. made a complete and careful examination of the various aspects of the Project including, but not limited to the following:
        i. The Project Site, Project Facilities, structures, access roads and public utilities in the vicinity etc.;
        ii. All other matters that might affect the Bidder's performance under the terms of this RFP Document, including all risks, costs, liabilities and contingencies associated with the Project.
3. It would be deemed that by submitting a Bid, the Bidder has:
    a. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the UPSTDC relating to any of the matters referred to in Clause 7.15.1 above;

b. satisfied itself about all matters, things and information including matters referred to in Clause7.15.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

c. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 7.15.1hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from UPSTDC, or a ground for termination of the Operation and Maintenance Agreement by the Operator;

d. acknowledged that it does not have a Conflict of Interest; and

e. agreed to be bound by the undertakings provided by it under and in terms hereof**.**

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

SECTION 8: BID SECURITY

8 Bid security

8.1 Bid Security

1. The Bidder shall furnish as part of its Bid, a Bid Security through NEFT/RTGS only for amount of INR 16,000.00 (Rupees Sixteen Thousand only).
2. Any e-bid without the documents evidencing the payment of Bid Security shall be summarily rejected by UPSTDC as non-responsive.
3. The Bid Security of unsuccessful Bidders will be returned by UPSTDC, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by UPSTDC.
4. The Selected Bidder's Bid Security will be returned, without any interest, upon signing the Operation and Maintenance Agreement and furnishing the Performance Security in accordance with the provisions thereof.
5. Bid Security/EMD/Proposal Security paid by the bidder, as part of its bid, shall be refundable not later than 180 days (One hundred and eighty days) from the Bid Due Date, except in the case of Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Operation and Maintenance Agreement. Unsuccessful bidder's EMD will be discharged/ returned as promptly as possible, but not later than 60 (Sixty) days after Signing of the Contract with the selected bidder. No interest shall be paid by UPSTDC on the EMD. EMD shall be returned to the selected bidder upon signing of contract and submission of Performance Security. No interest shall be paid by the UPSTDC on the EMD.

8.2 Forfeiture of Bid Security

1. UPSTDC shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Section 8, Clause 8.2, hereinbelow. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that UPSTDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
2. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to UPSTDC under the Bidding Documents and/ or under the Operation and Maintenance Agreement, or otherwise, if
    a. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 9 of this RFP;
    b. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and UPSTDC;
    c. the Selected Bidder fails within the specified time limit –
        i. to sign and return the duplicate copy of LOA; or
        ii. to sign the Operation and Maintenance Agreement; or
        iii. to furnish the Performance Security in accordance with the Bid Documents.

SECTION 9: FRAUD AND CORRUPT PRACTICES

9 Fraud and corrupt practices

1. The Bidders and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Operation and Maintenance Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Operation and Maintenance Agreement, UPSTDC may reject a Bid, withdraw the LOA, or UPSTDC may terminate the Operation and Maintenance Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or O&M Operator, as the case may be, if it determines that the Bidder or O&M Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, unfair practice or restrictive practice in the Bidding Process. In such an event, UPSTDC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to UPSTDC under the Bidding Documents and/ or the Operation and Maintenance Agreement, or otherwise.
2. Without prejudice to the rights of UPSTDC under Section 9 hereinabove and the rights and remedies which UPSTDC may have under the LOA or the Operation and Maintenance Agreement, or otherwise if a Bidder or O&M Operator, as the case may be, is found by UPSTDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, unfair practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Operation and Maintenance Agreement, such Bidder or O&M Operator shall not be eligible to participate in any tender or RFP issued by UPSTDC during a period of 1 (one) year from the date such Bidder or O&M Operator, as the case may be, is found by UPSTDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
3. For the purposes of this Section 9, 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 Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of UPSTDC who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Operation and Maintenance Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of 3 (three) year from the date such official resigns or retires from or otherwise ceases to be in the service of UPSTDC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under this RFP, engaging in any manner whatsoever, whether during the Bidding 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 Property or the LOA or the Operation and Maintenance Agreement, who at any time has been or is a legal, financial or technical advisor of UPSTDC in relation to any matter concerning the Property;

b. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding 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 Bidding Process;

d. “unfair practice” means (i) establishing contact with any person connected with or employed or engaged by UPSTDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a conflict of interest; and

e. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION 10: CONFLICT OF INTEREST

10 Conflict of Interest

(a) A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall been titled to forfeit and appropriate 5% of the value of the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, *interalia*, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"),without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Operation and Maintenance Agreement or otherwise**.** Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) The Bidder, or Associate (or any constituent thereof) and any other Bidder, 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 Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five percent) of the paid up and subscribed capital; of such Bidder or Associate, as the case may be) in the other Bidder or Associate, is not more than 25% (Twenty five percent) 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 section 2(72) of the Companies Act, 2013. For the purposes of this Clause 10, 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 Bidder is also a constituent of another Bidder; or

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

(iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(v) such Bidder, or any Associate thereof, has a relationship with another Bidder, 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 Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

(vii) Such Bidder or any Associate thereof has appointed any official of the Authority, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 6 months from the date of award of the Project to that Bidder.

Explanation:

For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "**Associate"**).

b. A Bidder shall be liable for disqualification and forfeiture of Bid Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder or its Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Operation and Maintenance Agreement. In the event any such adviser is engaged by the Selected Bidder or Operator, as the case may be, after issue of the LOA or execution of the Operation and Maintenance Agreement for matters related or incidental to the Project, then not withstanding anything to the contrary contained herein or in the LOA or the Operation and Maintenance Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Operation and Maintenance Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or its Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of **COD** (the **"Commercial Operation Date"**) of the Project.

SECTION 11: PROPRIETARY DATA

11 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

SECTION 12 MISCELLANEOUS

12 Miscellaneous

1. Governing law and jurisdiction: The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State/UT in which UPSTDC has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. The jurisdiction of the courts shall be in Lucknow.
2. Dispute Resolution mechanism: Any difference or dispute arising out of or relating to this RFP will be referred to Principal Secretary of Tourism Department, Lucknow, State of Uttar Pradesh for appointment of an Arbitrator. The Sole Arbitrator so appointed shall not have any direct or indirect, relationship or interest in any of the parties. The arbitration proceeding will be regulated in accordance with the provisions of the Arbitration and Conciliation Act 1996 (as amended from time to time). The arbitral proceedings shall be held in Lucknow. The laws of India shall govern this agreement. The courts in Lucknow shall have exclusive jurisdiction.
3. Authorized signatory: The selected Bidder shall indicate the authorized signatories who can discuss and correspond with UPSTDC, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary/ director, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with UPSTDC, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by UPSTDC.
4. Patent rights: In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the Hotel or any part thereof in India, the Selected Bidder shall act expeditiously to extinguish such claim. If the Selected Bidder fails to comply and UPSTDC is required to pay compensation to a third party resulting from such infringement, the Selected Bidder shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. UPSTDC will give notice to the Selected Bidder of such claim, if it is made, without delay. The Selected Bidder shall indemnify UPSTDC against all third party claims.
5. Compliance with statutory and regulatory provisions: It shall be the sole responsibility of the Selected Bidder to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this RFP.
6. Conflict of interest: The Bidder shall disclose to UPSTDC in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the

Bidder's team) in the course of executing the Property as soon as practical after it becomes aware of that conflict.

7. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Lucknow in which UPSTDC has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
8. UPSTDC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
    a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
    b. consult with any Bidder in order to receive clarification or further information;
    c. retain any information and/ or evidence submitted to UPSTDC by, on behalf of, and/or in relation to any Bidder; and/ or
    d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
9. It shall be deemed that by submitting the Bid, the Bidder agrees and releases UPSTDC, its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
10. Force Majeure

    Force Majeure is herein defined as any case, which is beyond the control of the selected Bidder or UPSTDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
    a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
    b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
    c. Terrorist attack, public unrest in work area

    Provided either party shall within 10 (ten) days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or UPSTDC shall not be liable for delay in performing his/her obligations resulting from any force Majeure cause as referred to and/or defined above. Any delay beyond 30 (thirty) days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions related to indemnity, confidentiality survives termination of the contract.

SECTION 13: THE PROJECT DETAILS

13 The Project Site, Project Facilities & their specifications

1. **Name of the Tourist Guest House/ Hotel: Tourist Bungalow, Rania**

2. **(a) Background & History: -** Rania is an industrial area and village located in the Kanpur Dehat district of Uttar Pradesh, India, with the pin code 209304. Rania (also written **Raniya**) is an important industrial town in **Kanpur Dehat district, Uttar Pradesh**. Today it is particularly known for its industrial activity and it is located at Kanpur–Delhi transport corridor. The district administration currently lists **Raniya Nagar Panchayat** among Kanpur Dehat's urban local bodies.

   Rania's history is closely connected with the wider history of the **Kanpur Dehat region**. The **Battle of Madarpur (1528)** is one notable historical event associated with the wider area. The region also played a role during the **1857 war**.

   Rania's biggest distinguishing feature is its **industrial economy**. The Rania industrial area covers a substantial zone and forms part of the wider economic belt around Kanpur Dehat.

   (b) Location and Guide Maps: - The approximate latitude and longitude are 26°2799°N 79°9293°E.

   (c) Tourism Potential: - Rahi Tourist Bungalow Rania Kanpur Dehat is located in Industrial area, and is having having good potential for business travellers.

3. **Location:**

North	Agricultural Land
South	GT Road
East	Factory
West	Factory

4. **Details of Properties**
   1. **LAND**
      (a) Area: 15790.00 Sq.m
   2. **BUILDING**
      (a) Ground Floor
      - **Main Building Area: - 404.76 Sq.m**
      - **Manager Residence: - 69.32 Sq.m**
      - **Class IV Residence: - 75.20 Sq.m**

      549.28 Sq.m

      (b) No. Of Floors: Ground
      (c) No. Of Rooms: 04 Rooms for Guests + 3 for staff
      (d) Type of Construction: Load Bearing RB Construction
      (e) Other allied services

5. **Connectivity**

   By Air – Kanpur Airport & Chaudhary Charan Singh International Airport, Lucknow

   By Rail – Kanpur is well connected by rail. The main station is Kanpur Central railway station, which lies on the major **Delhi–Lucknow railway route**. Regular trains connect it to Delhi, Lucknow, Bareilly, and other important cities

By Road – Connected through national and state highways. Regular UPSRTC buses operate to nearby cities. Private taxis and buses are easily available.

6. **Facilities Available: Restaurant & Open Space**

7. **Status of Operation: Operational**

8. **Photographs:**



PART A: FORMATS FOR BID SUBMISSION

Annexure A1: Letter comprising the Bid for Pre-qualification and Technical Evaluation

To,

Managing Director

Uttar Pradesh State Tourism Development Corporation Ltd.

Rajarshi Purshottam Das Tandon Paryatan Bhavan,

C-13, Vipin Khand, Gomti Nagar,

Lucknow, Uttar Pradesh.

Sub: "Selection of an Agency for Operation and Maintenance of Tourist Bungalow, Rania on Management Contract"

Dear Sir/Madam,

1. With reference to your RFP document dated ……., I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Property. The Bid is unconditional and unqualified.

2. I/ We acknowledge that UPSTDC will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Operator for the aforesaid Property, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as Operator for the operation and maintenance of the aforesaid Property.

4. I/ We shall make available to UPSTDC any additional information it may find necessary or required to supplement or authenticate the Bid.

5. I/ We acknowledge the right of UPSTDC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6. I/ We certify that in the last 3 (three) years, we/any of the Consortium Members or our/ their 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 or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by UPSTDC; and

b. I/ We do not have any conflict of interest in accordance with Clauses of the RFP document; and

c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 9 of the RFP document, in respect of any tender or request for proposals issued by or any agreement entered into with UPSTDC or any other public sector enterprise or any government, Central or State/UT; and

d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 9 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Property, without incurring any liability to the Bidders, in accordance with the RFP document.

9. I/ We believe that we/our Consortium members satisfy(s) the positive Net Worth criteria and meet(s) the requirements as specified in the RFP document.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for this Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/any Member of the Consortium or any of our / their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Property or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Consortium or any of our / their Associates have not been charge-sheeted by any agency of the Government or convicted by a court of law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/any Member of the Consortium or any of our / their Associates or against our CEO or any of our directors/ managers/ employees.

14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate UPSTDC of the same immediately.

15. I/We hereby confirm that the Statement of Legal Capacity as per format provided at

Annexure A6 of the RFP document, and duly signed, is enclosed and that the Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Annexure A2 and A3 respectively of the RFP, are also enclosed.

16. I/We hereby confirm that we are in compliance of/ shall comply with the O&M requirements specified in clause 2.3 of the RFP document.

17. I/We further certify that we and our Association are not barred by the Central Government/State/UT Government or any entity controlled by it, from participation in any project, and no bar subsists as on due date of Bid.

18. I/ We understand that the Selected Bidder shall require to incorporate a company under the Indian Companies Act, 2013, prior to the execution of Operation and Maintenance Agreement and undertake to form an appropriate SPV in event of being a Selected Bidder .

19. I/ We hereby irrevocably waive any right to remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by UPSTDC in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Property and the terms and implementation thereof.

20. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Operation and Maintenance Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

21. I/ We have studied all the Bidding Documents carefully and also surveyed the site. I/We understand that except to the extent as expressly set forth in the Operation and Maintenance Agreement, I/we shall have no claim, right or title arising out of any documents or information provided to me/us by UPSTDC or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.

22. I/ We offer a Bid Security of INR XXXXXX (Rupees XXXXXX only) to UPSTDC in accordance with the RFP Document.

23. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Property is not awarded to me/us or I/our Bid is not opened or rejected.

24. Fixed Annual License Fees has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Operation and Maintenance Agreement, our own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the Property and Operation.

25. I/ We certify that in terms of the RFP, my positive positive Net Worth is Rs. ……. (Rupees ……);;*(Strike off if not applicable)*

26. We certify that in terms of the RFP, our combined Net Worth is Rs. …….(Rupees ……) and Net Worth of every member is positive;*(Strike off if not applicable)*

27. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

28. I/We, the Consortium Members agree and undertake to be liable for all the obligations of the Operator under the Operation and Maintenance Agreement in accordance with the Operation and Maintenance Agreement.

29. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

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

Yours faithfully,

Date: (Signature, name and designation of the Authorized

signatory)

Place: Name and seal of Bidder/Lead Member

Date:

Annexure A2: Power of Attorney for signing of Bid[1]

Know all men by these presents, I/We…… (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), …… son/daughter/wife of …… and presently residing at ……, who is presently employed with us/Lead Member of our Consortium and holding the position of …… , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in my/our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for selection and submission of our bid for the operation and management of ******** ("**the Project**") including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to UPSTDC, representing us in all matters before UPSTDC, signing and execution of all contracts including the Operation and Maintenance Agreement and undertakings consequent to acceptance of our bid, and generally dealing with UPSTDC in all matters in connection with or relating to or arising out of our bid for the said Property and/ or upon award thereof to me/us and/or till the entering into of the Operation and Maintenance Agreement with UPSTDC.

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

IN WITNESS WHEREOF I/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.

Accepted

Notarized

(Signature, name, designation and address of the Attorney)

Notes:

[1] To be submitted in original

- 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 shareholder's resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Annexure A3: Power of Attorney for Lead Member of Consortium

(To be submitted in original)

Whereas UPSTDC Ltd("the Authority") has invited bids from interested parties for the ******* (the Project").Whereas,……;……..and…….(collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal 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 ……, and M/s……,having our registered office at……,(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize 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 authorize 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 License/Project, 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 applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute Operation and Maintenance Agreement 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 Operation and Maintenance Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTEDTHISPOWEROFATTORNEYONTHIS……DAY OF…… 2026

For …….
(Signature, Name & Title)

For …….
(Signature, Name & Title)

For …….
(Signature, Name & Title)

Witnesses:

1.
2.

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

Notes:

a. 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.
b. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Annexure A4: Joint Bidding Agreement for Consortium

(To be submitted in original)

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

AMONGST

I

{…….Limited/LLP/Partnership firm/proprietor, 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

II.

{…….Limited/LLP/Partnership firm/proprietor, 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)

III.

{…….Limited/ LLP/Partnership firm/proprietor, and having its registered office at…….} (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The abovementioned parties of the FIRST PART, SECOND PART and THIRD PART are collectively referred to as the **"Parties"** and each is individually referred to as a **"Party**"

WHEREAS,

(A) UPSTDC Ltd], represented by its Managing Director and having its principal offices at Rajarshi Purshottam Das Tandon Paryatan Bhavan,C-13, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh (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 **Bids**") by its Request for Proposal No. ……. dated ……(the "**RFP**") for award of License for Operation and Maintenance of ****** (the "**Project**") management contract basis.

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

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

NOW IT IS HEREBY AGREED as follows

1. Definitions and Interpretations

In this Agreement, the capitalized 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 or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the **"Operator SPV"**) under the Indian Companies Act, 2013 for entering into a Operation and Maintenance Agreement with the Authority and for performing all its obligations as the Operator in terms of the Operation and Maintenance Agreement for the Project.

4. Role of the Parties

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

a) Party of the First Part shall be the Lead member of the Consortium (Financial member/Operation and Maintenance/Other 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 signing of the Operation and Maintenance Agreement when all the obligations of the Operator SPV shall become effective;

b) Party of the Second Part shall be (Financial member/Operation and Maintenance/Other member of the Consortium) ;

c) Party of the Third Part shall be the (Financial member/Operation and Maintenance/Other member of the Consortium);

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Operation and Maintenance Agreement, for entire Agreement Period under and in accordance with the Operation and Maintenance Agreement.

6. Shareholding in the SPV

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

First Party:
Second Party
Third Party

6.2. The Parties undertake that a minimum of:

i. 26% (twenty six percent) of the total paid up share capital of the Operator SPV for Lead member on fully diluted basis; and
ii. Remaining paid up share capital of the SPV shall be held jointly by all other members of the Consortium on a fully diluted basis.

6.3. The Parties undertake that they shall comply with all equity lock-in requirement set forth in the Operation and Maintenance Agreement.

7. Representation of the Parties

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

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

b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

i. require any consent or approval not already obtained;
ii. violate any Applicable Law presently ineffect and having applicability to it;
iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
iv. 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
v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

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

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 Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect handover of the property to Operator SPV under and in accordance with the Operation and Maintenance Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified/selected or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

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

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

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

SIGNED, SEALED AND DELIVERED
DELIVERED For and on behalf of
LEAD MEMBER by:

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

SIGNED, SEALED AND
DELIVERED
SECOND PART

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

SIGNED, SEALED AND DELIVERED
THIRD PART

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

In the presence of :

1: 2:

Notes:

1. 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 executants (s) and when it is so required, the

same should be under common seal affixed in accordance with the required procedure.

2. 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.

Annexure A5: Bank Guarantee for Performance Security

Deleted

Annexure A6: Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/Lead Member)

Ref. Date:

To,
Managing Director
Uttar Pradesh State Tourism Development Corporation Ltd.
Rajarshi Purshottam Das Tandon Paryatan Bhavan,
C-13, Vipin Khand, Gomti Nagar,
Lucknow, Uttar Pradesh.

Dear Sir,

We hereby confirm that I/we, the Applicant/Members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that …… (insert member's name) will act as the Lead Member of our consortium.[2]

We have agreed that …… (insert individual's name) will act as our representative/will act as the representative of the consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of……

[2]Please strike out whichever is not applicable.

Annexure A7: Format for affidavits certifying that the Bidder or its directors/partners are not blacklisted and not failed to perform any contract

(On a Stamp Paper of relevant value by Applicant/each member of consortium)

Affidavit

I M/s. ……, (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or blacklisted by any state government or central government / department / agency/PSU in India or abroad from participating in Property/ies, either individually or as member of a Consortium as on _____.

I M/s ……, (the names and addresses of the registered office) hereby certify and confirm that we or any of our associates has not failed to perform for works of on any contract, due to which has levied imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us or our associates, as the case may be in last three years preceding _____2026.

We further confirm that we are aware our Application for the captioned Property would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the Agreement period.

Dated this ……Day of ……, 2026

Name of the Applicant

……

Signature of the Authorized Person

……

Name of the Authorized Person

……

PART B: FORMATS FOR TECHNICAL BID SUBMISSION

Annexure B1: Particulars of the Bidder/ Consortium Members

(In the case of Consortium, detail of every member clearly stating the role of member for this project shall be furnished in separate sheets)

1. Detail of Bidder:
    a. Name:
    b. Country of incorporation:
    c. Address of the corporate headquarters and its branch office(s), if any, in India:
    d. Date of incorporation and/ or commencement of business:
2. Particulars of individual(s) who will serve as the point of contact/ communication for the Bidder:
    a. Name:
    b. Designation:
    c. Company:
    d. Address:
    e. Telephone Number:
    f. E-Mail Address:
3. Particulars of the Authorized Signatory of the Bidder:
    a. Name:
    b. Designation:
    c. Address:
    d. Phone Number:

In case of consortium, the information above (1-3) should be provided for all the Members of the Consortium and Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role	Percentage of equity in the Consortium
1.			
2.			
3.			

Annexure B2: Auditor's Certificate for Financial Capacity of the Bidder

<<To be submitted in original by the Bidder On the letterhead of the Chartered Accountant >>

<<To be submitted along with Audited Financial Statements>>

Date: DD/MM/YYYY

To,

Managing Director

Uttar Pradesh State Tourism Development Corporation Ltd.

Rajarshi Purshottam Das Tandon Paryatan Bhavan,

C-13, Vipin Khand, Gomti Nagar,

Lucknow, Uttar Pradesh.

Sub: "Selection of an Agency for Operation and Maintenance of Tourist Bungalow Rania on Management Contract"

Dear Sir/Madam,

We have examined the books of accounts and other relevant records of <<Bidder >> along with registered address>>. Based on such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover for the three years i.e. from FY 2022-23 to FY 2024-25 and the net worth at close of FY 2024-25 was as per details given below:

Information from Balance Sheets (in Indian Rupees)			
	2022-23	**2023-24**	**2024-25**
Annual Turnover			
Net worth as on Last audited FY	-	-	

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

(Signature of the Chartered Accountant)

Name :

Designation :

Membership Number :

Date :

Company Seal :

Business Address :

Note: Turnover from Operation and Maintenance of hotel/ resort/ banquet/ restaurant/ cafeteria/ guest house only should be included

Annexure B2 (i): Auditor's Certificate for Financial Capacity of the Consortium

<<To be submitted in original by the Bidder On the letterhead of the Chartered Accountant >>

<<To be submitted along with Audited Financial Statements>>

Date: DD/MM/YYYY

To,

Managing Director

Uttar Pradesh State Tourism Development Corporation Ltd.

Rajarshi Purshottam Das Tandon Paryatan Bhavan,

C-13, Vipin Khand, Gomti Nagar,

Lucknow, Uttar Pradesh.

Sub: "Selection of Agency for Operation and Maintenance of Tourist Bungalow Rania on Management Contract"

Dear Sir/Madam,

We have examined the books of accounts and other relevant records of consortium constituted of <<member 1 >> along with registered address>>, <<member 2 >> along with registered address>> and <<member 3 >> along with registered address>>. Based on such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover for the three years i.e. from FY 2022-23 to FY 2024-25 and the net worth at close of FY 2024-25 was as per details given below:

Information from Balance Sheets (in Indian Rupees)				
		2022-23	**2023-24**	**2024-25**
Annual Turnover	**Name of Member1**			
	Name of Member 2			
	Name of Member 3			
	Sum of Turnover			
	Combined Average Annual Turnover of Consortium			
Net worth as on Last audited FY	**Name of Member1**	-		
	Name of Member 2	-		
	Name of Member 3	-		
	Combined Net Worth	-		

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

(Signature of the Chartered Accountant)

Name :

Designation :

Membership Number :

Date :

Company Seal :

Business Address :

Note:

1. *For the purposes of explanation, the Combined Net Worth of the Consortium shall be calculated as sum of net worth of all the members in the Consortium*
2. *Turnover from Operation and Maintenance of hotel/resort/banquet/restaurant/cafeteria/guest house only should be included.*

Annexure B3: Particulars of the O&M Experience

1. (a) Name:
   (b) Country of incorporation:
   (c) Address of the corporate headquarters and its branch office(s), if any, in India:
   (d) Date of incorporation and/ or commencement of business:
   (e) Role and shareholding in Consortium: (*Strike off if not applicable)*
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Property:
3. Particulars of individual(s) who will serve as the point of contact:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:
4. Details of the hotel/resort/banquet/restaurant/cafeteria/guest house for fulfilment of O&M Experience eligibility criteria:

S. No.	Property Name	Property Type	Location	Date of commencement of operation *	Other facilities like F&B, conference, etc.	Year	Ownership of the Property

*Date of commencement of operation shall be the date of operation for owned properties and shall be the date of O&M contract for properties owned by others

Attach relevant certificates

- For all the properties mentioned above including the properties owned by the bidder and those owned by others– self certified copy of the latest licenses/ registrations/ certificates/ consents obtained in relation to the properties as per the Applicable Laws.
- For properties owned by other – In addition to the licenses specified above, the bidder shall also attach a copy of the O&M Contract (First Page and other relevant pages indicating the tenure of O&M contract) and contact details of the property owner.
- For the respective year of operations as mentioned above, CA certificate certifying revenue from such operation for the corresponding year needs to be attached

Annexure B4: Self-Certification Affidavit

(On stamp paper of appropriate value)

I/ We hereby confirm that I/ we, the Bidder, satisfy the terms and conditions laid out in the RFP document and the technical and financial eligibility criteria set out in the RFP document.

Thanking you,

Yours faithfully,

For and on behalf of……

(Signature, name and designation of the authorized signatory)

For consortium to be signed by Lead Member)

Annexure B5: Approach & Methodology

- Proposed renovation/modification/ upliftment plan
- Operational experience at National and International level.
- Operational & Maintenance Plan including maintenance strategy, schedule, materials, equipments and other components relative to the project
- Work Plan including Proposed Business Plan, Marketing strategy, endeavors, tie-ups, etc .