REQUEST FOR PROPOSAL

for

Selection of Agency for Operation and Maintenance

of

Maharaja Suheldev Smarak Sthal at Bahraich, Uttar Pradesh

on

Management Contract

Issued By

UP State Tourism Development Corporation Ltd.

upstdc.co.in

(Tender Reference No. – Bahraich/Smarak/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:- Suheldev/Smarak/2026

Date:- _____

RFP for selection of agency for Operation and Maintenance of Maharaja Suheldev Smarak Sthal at Bahraich, Uttar Pradesh 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 Maharaj Suheldev Smarak Sthal located at Bahraich, Uttar Pradesh .

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 Maharaja Suheldev Smarak Sthal at Bahraich, Uttar Pradesh (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**
RFP for selection of agency for Operation and Maintenance of Maharaja Suheldev Smarak Sthal at Bahraich, Uttar Pradesh on Management Contract	Operation and Maintenance of project on Management Contract basis for 15 years extendable to 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 10/02/2026 to 24/02/2026 . Bid must be submitted online only at https://etender.up.nic.in/ on or before 24/02/2026 (up to 12:00 hours IST). Bids received online shall be opened on 24/02/2026 (at 16:00 hours IST). The hard copy of the technical bid only shall be submitted by the Bidder within 03 (three) days of last date of online submission of bid.

Please note that Authority reserve 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.

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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 Agency for Operation and Maintenance of Maharaja Suheldev Smarak Sthal at Bahraich, Uttar Pradesh on Management Contract
2	Tender Inviting Agency	Uttar Pradesh State Tourism Development Corporation Ltd. (UPSTDC)
3	RFP Reference No.	Bahraich /Smarak/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 12,980 (Rupees Twelve thousand Nine hundred and eighty only) (inclusive of GST) to be paid through **NEFT/RTGS# Only**
6	Earnest Money Deposit (EMD)	INR 3,17,600 (Rupees Three Lakh Seventeen Thousand Six Hundred only) to be paid through **NEFT/RTGS# Only**
7	Bidding Parameter	Highest Annual Fixed License Fees
8	Reserve Price for Annual License Fees	Rs 63.52 lakh (Rupees Sixty-Three Lakh Fifty-Two Thousand 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	10-02-2026
12	Last Date for Submission of Pre-Bid Queries	13-02-2026 at 12:00 PM
13	Pre-Bid Conference Time, Date and Venue	13-02-2026 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)	24-02-2026 at 12:00 PM

16	Date, time and venue of opening of pre-qualification and technical bids	24-02-2026 at 04:00 PM Venue: 3rd Floor, Paryatan Bhawan, C-13, Vipin 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 03 (three) 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 Agency for Operation and Maintenance of Maharaja Suheldev Smarak Sthal at Bahraich, Uttar Pradesh on Management Contract
2	Location	Bahraich, Uttar Pradesh
3	Scope of Work	Operation and Maintenance of Maharaja Suheldev Smarak Sthal at Bahraich, Uttar Pradesh 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. 6.8ha • Park with shops and Cafeteria/Restaurant • Car, Bus and Two Wheeler parking • Developed Lawn with stage and rooms • Multipurpose Hall (with stage, rooms etc) with Attached Lawn • Dormitory Halls • Suite/Deluxe AC room • Greenery, Children Play Area The Project Facility is right next to the Chittaura Lake
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

Maharaja Suheldev Smarak Sthal at Bahraich, Uttar Pradesh
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 "Maharaja Suheldev Smarak Sthal, Bahraich – a unit of Uttar Pradesh State Tourism Development Corporation (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	10-02-2026
2	Last Date for Submission of Pre-Bid Queries	13-02-2026 at 12:00 PM
3	Pre-Bid Conference	13-02-2026 at 04:00 PM
4	Deadline for bid submission (Bid Due Date)	24-02-2026 at 12:00 PM
5	Opening of pre-qualification and technical bids	24-02-2026 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: 13-02-2026

   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.

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 03 Cr (Rupees Three Crore) in last three financial years (2022-23, 2023-24 and 2024-25) from Operation and Maintenance of a hotel or banquet in India In case bidder is a Consortium, The Bidder should have combined Average Annual Turnover of INR 5 Cr (Rupees Five Crore) in last three financial years (2022-23, 2023-24 and 2024-25) from Operation and Maintenance of a hotel or banquet in India	Audited Financial Statements and CA Certificate with UDIN specifically mentioning the turnover from Operation and Maintenance of a hotel or banquet 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 banquet in India in the last 3 financial years (2022-23, 2023-24 & 2024-25).	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 1.5 Cr (Indian Rupees One Crore Fifty Lakh only) in the close of FY 2024-2025.	Net worth Certificate issued by a CA

		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 2.5 Cr (Indian Rupees Two Crore Fifty Lakh only) at the close of FY 2024-25	
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 03 Cr (Indian Rupees Three Crore only) in last 3 financial years (2022-23 2023-24, and 2024-25) from operation and maintenance of hotel or banquet in India.
2. In case when bidder is a Consortium, the Bidder should have combined Average Annual Turnover of INR 05 Cr (Rupees Five Crore only) in last three financial years (2022-23, 2023-24 and 2024-25) from operation and maintenance of hotel or banquet in India.
3. The Applicant (in case of Single entity) should have a minimum positive Net Worth of at least INR 1.5 Cr (Indian Rupees One Crore Fifty Lakh 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 2.5 Cr (Indian Rupees Two Crore Fifty Lakh 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 from Operation and Maintenance of a hotel or banquet in India • 03 Cr to 05 Cr – 15 marks • Above 05 Cr to 10 Cr – 20 marks • Above 10 Cr – 25 marks For Consortium Combined Average Annual turnover during 3 financial years ending 31st March 2025 from Operation and Maintenance of a hotel or banquet in India • 05 Cr to 10 Cr – 15 marks • Above 10 Cr to 20 Cr – 20 marks • Above 20 Cr – 25 marks	25	Audited Financial statements and CA Certificate
A(ii)	For Single Entity, Net Worth at the close of FY 2024-25 • 1.5 Cr to 03 Cr – 10 marks • Above 03 Cr – 15 marks For Consortium, Combined Net Worth at the close of FY 2024-25 • 2.5 Cr to 05 Cr – 10 marks • Above 05 Cr – 15 marks	15	Net worth Certificate issued by a CA
	Sub-Total (A)	40	
B	**Experience Criteria**		
B(i)	Bidder shall have prior experience of Operation and Maintenance of a hotel or banquet in India in the last 07 (seven) years preceding bid due date. • Up to 3 years – 10 marks • Above 3 years to 5 years – 15 marks • Above 5 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 preceding the Bid Due Date, have taken operation and maintenance project of at least one hotel or banquet in India. a. Up to 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 an ongoing operation and maintenance project of hotel or banquet in India. a. Up to 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 banquet 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. 24-02-2026 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 Agency for Operation and Maintenance of Maharaja Suheldev Smarak Sthal at Bahraich, Uttar Pradesh 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 three (03) days from the date of online submission.

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 3,17,600 (Rupees Three lakh Seventeen Thousand Six Hundred 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 Project Facility**: Maharaja Suheldev Smarak Sthal
2. **(a) Background & History:** Maharaja Suheldev Smarak is a commemorative heritage site dedicated to Maharaja Suheldev, a revered Hindu ruler and warrior king in the 10th-11th century CE. Maharaja Suheldev is remembered for his resistance against foreign invasions and for defending local culture, faith and territory. The Smarak has been developed by the Government of Uttar Pradesh as a symbol of valour, regional pride and cultural heritage with the objective of commemorating historical legacy and promoting awareness.

   (b) Location and Guide Maps: Maharaja Suheldev Smarak Sthal is situated at Village Gallaveer, Nagaraura in the district of Bahraich, Uttar Pradesh. It is about 4-5 km from the City of Bahraich and about 0.50 km from Bahraich-Gonda Road. The Smarak Sthal is adjacent to Chittaura Lake.

   (c) Tourism Potential: Maharaja Suheldev Smarak has strong potential as a heritage and cultural destination. The Smarak Sthal is adjacent to Chittaura Lake.

   (d) Places to visit in the city:
   - Chhitaura Lake- situated just adjacent to the Smarak is one of the main attraction at the Smarak itself.
   - Katerniaghat Wildlife Sanctuary

   (e)**Nearest Place of Tourist Interest:** Shravasti (one of the most sacred Buddhist sites associated with Lord Buddha), Gonda (regional transit and commercial hub, Chhapia block in Gonda has the famous Swaminarayan Mandir)

3. **Connectivity**

   By Air – Nearest Airport is Chaudhary Charan Singh International Airport, Lucknow which is at an approximate distance of 200 km. The airport is well connected to major Indian cities. From Lucknow airport, Bahraich is accessible via Sitapur or Gonda.

   By Rail –Bahraich lies on the Gonda-Bahraich Rail Section and is connected to important cities through regular passenger and express train services. Major nearby rail junctions include Gonda (approx. 60 km), Sitapur (approx. 100 km) and Lucknow (approx. 200 km).

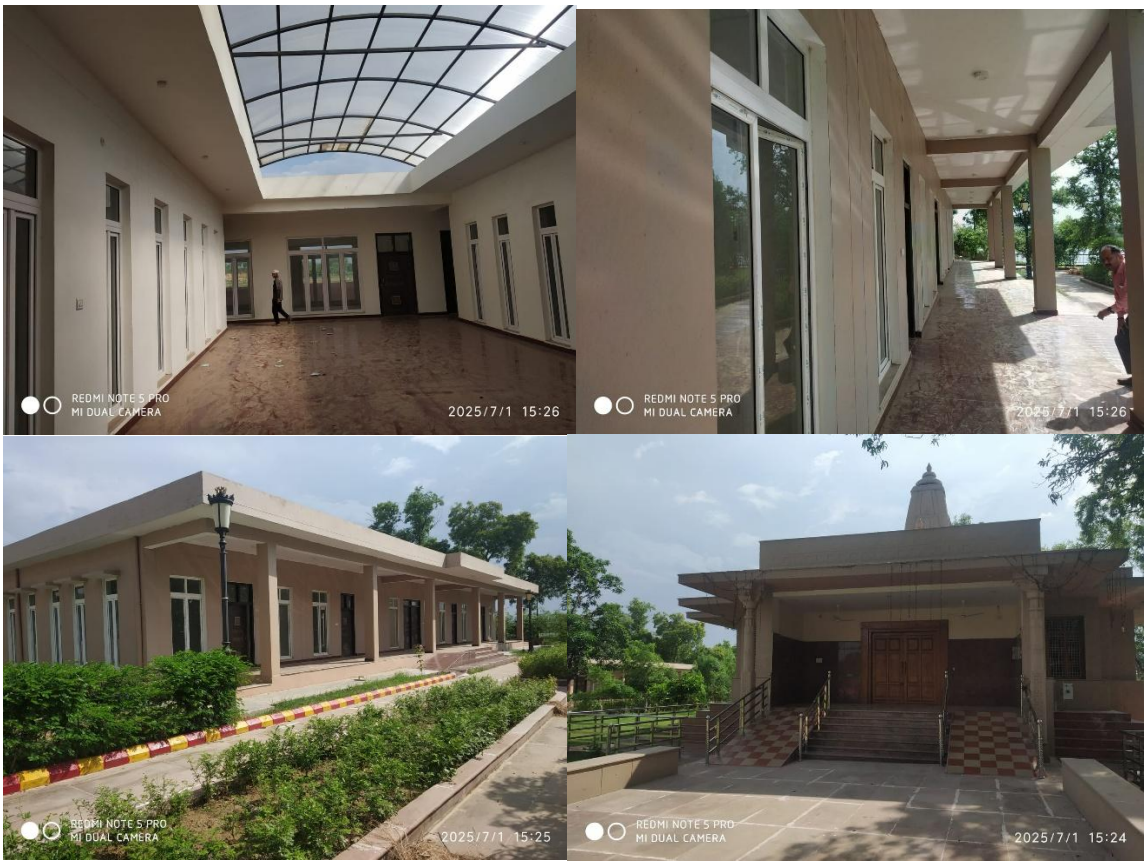
   By road – Well connected with State and national highways. The major road routes are Lucknow-Sitapur-Bahraich, Gonda-Bahraich, Shravasti-Bahraich. Regular UPSRTC buses and private operators provide connectivity from Lucknow, Gonda, Shravasti and nearby districts. Local transport is easily available within Bahraich town.

4. **Facilities Available:**
   - Park, Ticket Counter, Fountain, Cafeteria/Restaurant, Children Play Area, Public Toilets, 12 shops (each 90 sqft)
   - Park has Statue of Maharaja Suheldev, Hanumanji Statue and temples dedicated to Maharaja Suheldev

- Car and Bus parking – 02 nos. Capacity of approximately 50 cars and 3-4 buses
- Sufficient Two wheeler parking
- Developed Lawn with stage, 2 rooms with attached bathroom
- Multipurpose Hall with Attached Lawn. The multipurpose hall has program/event stage, guest room outside hall with attached bathroom, green room, common toilet, male toilet, female toilet.
- 05 dormitory halls (with capacity of 15-25 beds each) with common toilets
- Multipurpose common hall in dormitory wing
- 04 Suite/Deluxe AC room
- Reception Lobby, Office Rooms, Kitchen, Staff Rooms

5. **Status of Operation:** Construction Finished. Park is operational.

6. **Photographs:**

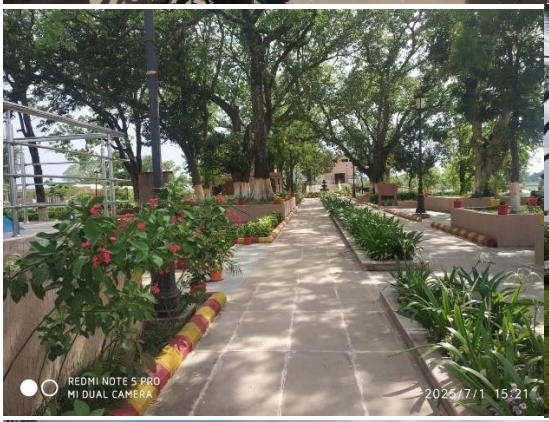



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PART A: FORMATS FOR BID SUBMISSION

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 Agency for Operation and Maintenance of Maharaja Suheldev Smarak Sthal at Bahraich, Uttar Pradesh 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 Agency for Operation and Maintenance of [XXXXX] [Project Name] 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 or banquet 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 [XXXXX] [Project Name] 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 or banquet 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 or banquet 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 .

DRAFT OPERATION AND MAINTENANCE AGREEMENT

VOLUME -II

AGREEMENT

This AGREEMENT is entered into on this the [ ] day of [ ] (Month), 2026 at [location to be inserted]

AMONGST

1. The Uttar Pradesh State Tourism Development Corporation established in 1974 , having its registered office at Rajashri Purshottam Das Tandon Paryatan Bhavan, C13, Vipin Khand, Gomti Nagar, Lucknow through Mr. _____ holding designation of _____ (hereinafter referred to as "[to be inserted]" or **"Authority"** which expression shall unless repugnant to the subject or the context include its successors) of One Part; AND

2. _____, a company incorporated under the Companies Act, 2013 having its registered office at _____ through its Authorized signatory Mr. _____, age _____, resident of _____ (hereinafter referred to as the **'Operator'** which expression shall unless repugnant to the subject or the context include its successors) of the Second Part.

WHEREAS:

A. Authority intends to select an operator for operation and maintenance of Maharaja Suheldev Smarak Sthal located at Bahraich, Uttar Pradesh on Management Contract ('the Project').

B. Authority had invited proposals for the selection of a Operator through the competitive route for the operation of the Project on Management Contract basis from bidders, _____ including the Consortium comprising of_____(the "Successful Bidder") as a Lead Member/Company/Partnership firm/LLP/Proprietorship firm by issuing the Request for Proposal ("RFP") document dated [to be inserted] containing inter-alia the minimum qualification for a bidder and the technical and commercial parameters of the Project and the terms and conditions for the implementation of the Project.

C. On evaluation of the submitted proposals, Authority accepted the proposal of the Consortium/Company/Partnership firm/LLP/Proprietorship firm and issued Letter of Award ("LOA") dated _____ to the Consortium/Company/Partnership firm/LLP/Proprietorship firm specifying interalia the obligation of the Parties, to create a Special Purpose Vehicle for implementing the Project. Pursuant to the issuance of LOA vide letter no. _____ dated _____, the Consortium has incorporated and constituted _____ as the Special Purpose Vehicle created for the sole purpose of implementation the Project which is the Operator.

D. By its letter dated_____, the Operator has also joined in the said request of the Successful Bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Successful Bidder including the obligation to enter into this Agreement pursuant to the LOA. The Operator has further represented to the effect that it has been promoted by the Successful Bidder for the purpose hereof.

E. The Authority acknowledge that as on this day, the Operator has submitted the following to the Authority:

a) Irrevocable Performance Guarantee number {XXXXX}, dated {XXXX}, of amount of Rs. {XXXXX} drawn on {XXXXX bank}, in favour of Uttar Pradesh State Tourism Development Corporation.

F. The Operator represents and warrants that it has duly fulfilled all the terms and condition necessary for the execution of this Agreement as per the terms and conditions in bid documents and are in a position to execute this Agreement and implement the project as envisaged in the bid and this Agreement

NOW THEREFORE IN CONSIDERATION OF THE FOREGOING AND THE RESPECTIVE COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT, THE SUFFICIENCY AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND THE AUTHORITY AND THE OPERATOR (HEREINAFTER REFERRED TO AS **"PARTIES"** AND INDIVIDUALLY AS **"PARTY"**) HEREBY AGREE AND THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

The words and expressions defined in this Agreement shall, unless repugnant to the context or meaning thereof, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules;

"Accounting Year" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

"Affected Party" shall have the meaning set forth in Clause 14.1;

"Agreement" means this agreement, the schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

"Agreement Date" means the date of execution of this Agreement;

"Annual License Fee" shall have the meaning set forth in Clause 4.1.1.

"Allied Actives" shall be operation of parking, open space, restaurants and bar, luxury tent camps and other similar activities

"Applicable Laws" means all laws, brought into force and effect by the Union/State Government including rules, regulations and notifications made there under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"Applicable Permits" means all clearances, licenses, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained by the Operator under Applicable Laws during the subsistence of this Agreement;

"Approvals" means all approvals, permissions, authorisations, consents and notifications from any Governmental Authority, regulatory or departmental authority including, but not limited to the approvals of the fire and safety, pollution and other departments and any other regulatory authority, as may be applicable.

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time;

"Bank Guarantee" means an irrevocable and unconditional bank guarantee payable on demand issued by a Scheduled Commercial Bank in favour of Authority and furnished by the Operator to Authority for guaranteeing the due performance of the obligations of the Operator under this Agreement.

"Bid" means the documents in their entirety comprised in the bid submitted by the Operator in response to the RFP in accordance with the provisions thereof;

"Bid Documents" means the RFP and the Agreement including its schedules;

"Business Day" means a day on which banks are generally open for business in the city of Lucknow, Uttar Pradesh in India;

"Clearance" means, as on the date of execution of this Agreement, any consents, licences, approvals, permits, exemptions, registrations, filings or other authorisations of whatever nature, which is necessary for effective implementation of the Project;

"Competent Authority" means any agency, authority, department, ministry, public or statutory Person of the State Government or Government of India, or any local authority, or any other sub-division thereof with authority over aspects of implementation of the Project having jurisdiction over all or any part of the Project Facility or the performance of all or any of the services or obligations of the Operator under or pursuant to this License;

"Conditions Precedent" shall have the meaning set forth in Clause 5.1;

"Commercial Operations Date" shall mean the actual start of commercial operations;

"Completion Intimation" means the intimation to be provided by the Operator upon the completion of the furnishing/refurbishment/renovation/repair/upgradation of the Project Facility, prior to the start of commercial operations as set forth in this Agreement.

"Completion Period" means the period from Effective Date till the Commercial Operations Date as per provisions of Article 11.2;

"Damages" shall have the meaning set forth in Sub-clause (t) of Clause 1.2;

"Developmental Standard(s)" means the minimum parameters and standards to be achieved by the Operator in the development and operations of the Project in accordance with internationally sound engineering practices, National Building Code and Applicable Law and / or as determined by the relevant Governmental Authority;

"Dispute" shall have the meaning set forth in Clause 18.1.1;

"Dispute Resolution Procedure" means the procedure for resolution of Disputes set forth in Article 18;

"Effective Date" means the date on which possession to the Project Facility is provided to the Operator, with leave and license rights in respect of the Project Facility as per Article 3 of this Agreement.

"Encumbrances" means, in relation to the Project Facilities, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facilities, where applicable herein.

"Escrow Agreement" shall have the meaning set forth in Clause 13.1.2;

"Escrow Bank" shall have the meaning set forth in Clause 13.1.1;

"Escrow Default" shall have the meaning set forth in Schedule-E;

"Financial Commitment" means the legally binding undertaking of the Operator to mobilize the financial requirements of the project, for ensuring the completion of the project;

"Financial Year" shall mean the year commencing from the 1st April of any calendar year and ending on 31st March of the next calendar year.

"Force Majeure" or "Force Majeure Event" shall have the meaning set forth in as per Article 14;

"Furnishing Plan" shall mean details of the Works to be carried out in the project facility and the activities proposed therein

"GOI" means the Government of India;

"Good Industry Practice" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Operator in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

"Government Instrumentality" means any department, division or sub-division of the Government of India or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of the Government of India or the State Government, as the case may be, and having jurisdiction over all or any part of Project or the performance of all or any of the services or obligations of the Operator under or pursuant to this Agreement;

"Gross Revenue" of the Project for any year shall mean the total amount of revenue derived by any Party from the operation of Project Facility including the total amount of revenue derived by the Operator within the provisions of this Agreement; as certified by the Statutory Auditors of the Operator including proceeds from sub-licenses, booking the rooms, open space, hall, proceeds from conducting any event, proceeds from sale of products and proceeds from rendering of services as approved by Authority and proceeds from any other service or facility provided by the Operator to the users of the said Project, which are availed / realized by the Operator from an outside party/ies at a consideration by way of User Fee BUT shall exclude and be arrived at after deducting the following:-

- all statutory applicable taxes such as luxury tax, sales tax, entertainment tax, expenditure tax and the like by whatever name called now or in future which the Operator has agreed to pay or is bound to pay;

- discounts provided to users of the Project Facility in the course of its business;
- profit on sale of assets / investments and other assets of capital nature (including Interests earned, if any);
- Interests earned on monies placed on fixed deposits in the name of Project or otherwise;
- Charges, if any, or any other amounts collected for and on behalf of the employees and paid /payable to them;.

"Lenders" shall mean the banks, financial institutions, international credit agencies that extend or agree to extend a credit facility to the Operator in relation to the Project;

"License" shall have the meaning set forth in Clause 10.1.2;

"Mobilization Period (Rent Free Period)" shall mean 90 calendar days from signing of the Agreement or commencement of commercial operations (COD), whichever is earlier.

"Operation Period" shall mean the period commencing from COD till the end of the Agreement Period or till termination, in case of premature termination;

"Operator's Equipment" means all machinery, apparatus and other things required for the operationalisation, maintenance and management of the Facility and the remedying of any defects;

"Parties" means the parties to this Agreement collectively and

"Party" shall mean any of the parties to this Agreement individually;

"Performance Security" shall have the meaning set forth in Clause 9.1;

"Project" shall mean Operation and Maintenance of the Project Facility on Management Contract basis , in accordance with the provisions of this Agreement till the end of the Agreement Period.

"Project Facility" shall mean Maharaja Suhel Dev Smarak Sthal , located at Bahraich, Uttar Pradesh having built up and open areas as detailed out in Schedule-A, and including all the amenities and facilities, any other civil structure / building including the movement areas, all external and internal services, drainage facilities, sign boards, HVAC works, electrical works for lighting of and telephone and communication equipment etc. that is constructed by the Authority and has been described in Schedule A and in respect of which rights shall be granted by the Authority to the Operator as per the terms and conditions set forth in this Agreement. Also any additions/improvements by the Operator during the time of the Agreement Period and as per the provisions of the Agreement shall be considered a part of the Project Facility.

"Project Monitoring Board" or "PMB" shall have the meaning set forth in Clause 11.5

"Right of Way" means the right to enter into the Project Facility premises and develop, operate and maintain the Project in accordance with the provisions of this Agreement;

"Rs." or "Rupees" refers to the lawful currency of the Republic of India;

"SBI Base Rate" shall mean the base rate as fixed by State Bank of India on 1st April of the respective financial year in which such rate is considered for calculation purposes.

"Scheduled COD" shall be the date occurring immediately after the expiry of 90 days from the Effective Date after which the commercial operations must commence.

"Security Interest" means any existing or future mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest or other encumbrances of any kind securing or conferring any priority of payment in respect of any obligation of any Person and includes without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security in each case under any Applicable Law.

"Specifications and Standards" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project, as set forth in Schedule-C, and any modifications thereof, or additions thereto, as included in the design and engineering for the Project submitted by the Operator to, and expressly approved by Authority;

"Standards of Reasonable and Prudent Operator" means the standards, practices, methods and procedures expected from a person seeking in good faith to perform its contractual obligations and in so doing and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Person engaged in the same type of undertaking under the same or similar circumstances and conditions including the conditions as contemplated by the Bid Documents.

"Statutory Auditors" means a reputable firm of chartered accountants acting as the statutory auditors of the Operator under the provisions of the Companies Act, 1956 including any statutory modification or re-enactment thereof, for the time being in force, and appointed in accordance with Clause 12.2;

"Taxation" or "Tax" means all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of withholding or deduction for or on account of tax or otherwise) and in respect of any person and all penalties, charges, costs and interest relating to it;

"Third Party Agreements" means all Agreements entered into between the Operator and third Persons, including, but not limited to other Agreements with Operator and vendors of any goods or services to the Operator.

"Termination" means the expiry of the Agreement Period or termination of this Agreement;

"Termination Notice" means the communication issued in accordance with this Agreement by either Party to the other Party terminating this Agreement;

"User Fee" means all charges, costs, fees, tariff, rentals and other amounts by whatever name called, payable to Operator by the users or any other Person, etc. pursuant to this Agreement, in lieu of sale of items, consumables etc and for the purpose of rendering of services by the Operator and utilisation of the Project Facility of the Project by such users, or other Persons, at any time and from time to time in relation to the Project;

"Works" means the works included in the furnishing plan which have to be submitted by the Operator and includes furnishing, refurbishment, repair, renovation, upgradation of project facility and any other requisite temporary or urgent works required under this Agreement;

1.2. **Interpretation**

1.2.1. In this Agreement, unless the context otherwise requires,

(a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

(b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;

(c) references to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns subject to the provisions of this Agreement;

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

(e) the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;

(f) references to "construction" include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities that are to be completed on or before "Commercial Operations Date" as per the scope of work as defined under Article 2, and "construct" shall be construed accordingly;

(g) any reference to any period of time shall mean a reference to that according to Indian Standard Time;

(h) any reference to day shall mean a reference to a calendar day;

(i) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

(j) references to any date, period or Milestone shall mean and include such date, period or Milestone as may be extended pursuant to this Agreement;

(k) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

(l) the words importing singular shall include plural and vice versa;

(m) references to any gender shall include the other and the neutral gender;

(n) "lakh or lac" means a hundred thousand (100,000) and "crore" means ten million (10,000,000);

(o) references to the "winding-up", "merger", amalgamation", "takeover", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection, change in management or relief of debtors;

(p) any reference, at any time, to any Agreement, deed, instrument, license or document of any description shall be construed as reference to that Agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

(q) any Agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;

(r) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

(s) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears; and

(t) the damages payable by either Party to the other Party, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages").

(u) any reference to Build shall mean Construct and vice-versa unless the context otherwise requires

(v) any reference to Operate/Operations shall mean Operate and Operations & Maintenance unless the context otherwise requires

1.2.2. Unless expressly provided otherwise in this Agreement, any documentation required to be provided or furnished by the Operator to the Authority and/or the agency or person

appointed by the Authority shall be provided free of cost and in two copies, and if the Authority and/or the person appointed by the Authority is required to return any such documentation with their comments and/or approval, they shall be entitled to retain one copy thereof.

1.2.3. The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4. any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning.

1.3. **Measurements and Arithmetic Conventions**

1.3.1. All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4. **Priority of Agreements and Errors/Discrepancies**

1.4.1. This Agreement, and all other Agreements and documents forming part of this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

(a) this Agreement;

(b) RFP Document

(c) all other agreements and documents forming part hereof;

i.e. the agreement at (a) above shall prevail over the agreements and documents at (b) and (c) above and (b) shall prevail over all documents in (c) above.

1.4.2. In case of ambiguities or discrepancies within this Agreement, the following shall apply:

(a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

(b) between the Clauses of this agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;

(c) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;

(d) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and

(e) between any value written in numerals and that in words, the latter shall prevail.

2. SCOPE OF THE PROJECT

2.1. Scope of the Project

2.1.1. The Operator shall operate, maintain, market and manage the Project Facility. The Project Facility shall be handed over to the Authority, free of encumbrances & liability, at the end of the Agreement Period or upon the premature termination of this Agreement for any reason.

2.1.2. The Operator shall operate and maintain the property through trade and business for tourist accommodation and/or involving any of the following activities which is indicative and not exhaustive.

i) Weddings and parties
ii) Other social and cultural functions
iii) Exhibitions and small fairs like book and handicraft fairs
iv) Conferences and seminars
v) Cultural and literary events
vi) Restaurants and Bar
vii) Luxury tent camps
viii) Souvenir shops (to sell novel products and other unique handicraft items of UP.)

Above is an indicative list and the Operator will be at liberty to organize functions as long as they are legal and do not cause public nuisance.

2.1.3. The Operator 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 this Agreement.

2.1.4. While undertaking works of the Project, the Operator shall adhere to standards and specifications set forth in Schedule C of this agreement, statutory requirements, and any other norms as applicable from time to time.

2.1.5. The Operator shall furnish, operate, manage and transfer the Project Facility throughout the Agreement Period in accordance with the applicable regulations of concerned authorities, as the case may be and the provisions of this Agreement and the Schedules hereof.

2.1.6. The Operator shall make Project Facility operational by operating them or by entering into Third Party Agreements with private entities for operations as per the Clause 3.4.

2.1.7. The Operator shall perform and fulfil all other obligations of the Operator in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Operator under this Agreement.

2.1.8. The Operator shall be responsible for all the clearances as may be required for the operations of the project.

3. License

3.1. Grant of License

3.1.1. Subject to and in accordance with the terms and conditions set forth in this Agreement, the Authority hereby grants to the Operator and the Operator hereby accepts the License for a period of 15 years commencing from the Date of signing of this Agreement (**Agreement Date**), which may be extended for next 15 years, including the exclusive right, authority and authorisation during the subsistence of this Agreement, including extension thereof, to plan, operate, maintain the Project Facilities and enjoy its commercial benefits for the Agreement Period.

3.1.2. Subject to and in accordance with the terms and conditions set forth in this Agreement, the License hereby granted shall entitle the Operator, the exclusive right and authority to enjoy and undertake the following in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits:

(a) To operate, maintain and regulate the use by Third Parties of the Project Facility;

(b) To have access to the Project Facility for the purpose of and to the extent conferred by the provisions of this Agreement;

(c) To have access and liberty to plan, operate, manage the proposed Project Facility with the associated facilities and services during the Agreement Period in accordance with the provisions of this Agreement. Any development made by the Operator on the specified area in respect of the Project Facility shall be deemed to be the property of the Authority and Authority on its part, as part of this Agreement, provides to the Operator, an exclusive license to operate and maintain the Project Facility during the currency of this Agreement as per the terms and conditions contained herein.

(d) Exclusive right and authority, during the Agreement Period, to carry out the specified activities in relation to the Facility;

(e) To determine the charges/Rates fixed for the services, consumables in the project site and/or any other license fee, tariff, cost of the Project Facility each year starting from the Commercial Operations Date

(f) To manage and operate all or any part of the Project Assets without any limitation or restriction other than those expressly set out in this Agreement;

(g) To exercise such other rights as Authority may determine as being necessary or desirable for the purposes incidental and necessary for managing and operating the Project.

3.1.3. The Operator shall not be entitled to allow the use of the Project Facility/ies by any other person or for any purpose other than to operate and maintain the Project Facility as specified in Clause 3.4.

3.1.4. Nothing contained herein, including the act of granting permission to operate the Project Facility at the designated location shall vest or create any proprietary interest in the Project

Facility or any part thereof including any permanent fixtures, fittings, etc. installed in the structure of the Project Facility in favour of the Operator or any other person claiming through or under the Operator. The Operator shall not in any manner sell, transfer, assign, mortgage, charge, create any lien or otherwise encumber or deal with the Project Facility in any manner.

3.1.5. The ownership of the project shall always remain vested with the Authority. It is clarified for the avoidance of doubt that title to the project shall vest exclusively with the Authority and the Operator shall only have the right to use the same in accordance with the provisions of this Agreement. The Operator would have not lease rights to the property, including land and structures. This Agreement is a management contract with license-to-operate rights only and does not create any lease, tenancy or immovable property interest.

3.1.6. It is hereby made clear that in the event of Termination, the Agreement Period shall mean and be limited to the period commencing from the Agreement Date and ending with the Termination.

3.1.7. Subject to satisfactory performance of the Operator, recommendation of PMB and expiry of the term of this agreement, Authority may on its sole discretion further extend the agreement for 15 years, however such extension shall also be subject to acceptance of the Operator on 15% increase of the Annual License Fees over 15th year Annual License Fees and 5% annual escalation thereafter.

3.2. Sole Purpose of the Operator

3.2.1. The Operator having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, the Operator shall not, except with the previous written consent of the Authority, be or become directly or indirectly engaged, concerned or interested in any business other than as envisaged herein.

3.3. Actions in Support of the Operator

3.3.1. Authority shall recognize and undertake not to, in any manner, violate or cause breach of the terms and conditions of this Agreement and the Schedules hereof.

3.3.2. Authority undertakes not to terminate or repudiate this Agreement prior to the expiry of the Agreement Period otherwise than in accordance with the provisions of this Agreement or any order of competent authority.

3.3.3. Authority shall provide assistance and recommendations to the Competent Authorities, including GoI/State Government, in support of the Operator's applications for Clearances/permissions that may be needed from time to time for the implementation of the Project; provided that the Operator has made the requisite applications and is in compliance with the necessary conditions for the grant of such Clearances.

3.4. Licensing the Use of the Project Facility or any Part Thereof

3.4.1. The Operator shall have the right to sub-license Parking, Gym, dining hall, conference hall Restaurant, Advertising space, Open space in the Project Facility or part thereof for allied activities, provided however, that it shall be obligatory upon the Operator to provide copies

of all such sub-license deeds entered into from time to time with Third Parties to the Authority, with incorporated clauses, in all such sub-license deeds with such respective Third Parties, that

(i) the sub-license deed(s) shall be co-terminus with the Agreement;

(ii) the sub-licensees shall not create any Encumbrance on the taken up commercial space;

(iii) the sub-licensees shall not use the name, logo or identity of the Project Facility or Authority independently or in a manner that suggests ownership, partnership or endorsement

(iv) all digital listings, online platforms, menus, promotional material and social media references by the sub-licensees shall clearly state the outlet is "located within Maharaja Suhel Dev Smarak Sthal, Bahraich, Uttar Pradesh".

(v) the terms of such sub-license(s) shall not be contrary to or in derogation of the terms of this Agreement; and

(vi) in case of Termination of this Agreement (by efflux of time or pre-mature), all the sub-license(s) shall be terminated and the Facility shall be transferred back to the Authority.

3.4.2. The Operator shall ensure to get the format of sub-license deed approved by the Authority and also, submit the signed sub-license deeds to the Authority for information. Further Operator shall get prior approval of Authority, before execution of sub-license deed, for any deviation in the approved format of such sub-license deed, as the case may be, during the term of Agreement. The Operator may execute sub-license deeds effective from the COD. The sub-licensee/s shall pay the license fees under the sub-license deeds directly to the Operator. However any such subcontracting/sublicensing shall not relieve the Operator from any of its obligations in respect of its obligations under this agreement and the Operator shall remain liable and responsible for any acts, omissions or defaults of any subcontractor/sublicensee and shall indemnify Authority in respect thereof.

3.4.3. For the avoidance of doubt, the Project Facility shall not include any underlying land and no rights in the land forming part of the Project Site shall be transferred, sub-licenses or otherwise alienated by the Operator.

3.4.4. The Operator shall not sub-license or sub-lease the entire/whole Operation and Maintenance Rights.

4. Consideration of the Contract

4.1. Annual License Fee

4.1.1. The Operator shall pay to Authority an annual amount Rs _____ (Rupees _____) as Annual License Fee (the "Annual License Fee"), as per the proposal submitted in response to the RFP, or 6% of Annual Gross Revenue whichever is higher, to be paid on quarterly basis .The Annual License Fee shall be increased by 5% of the previous value.

4.1.2. Annual License Fees shall be paid in four quarterly instalment and shall become payable from the end of Mobilization Period till the end of the Agreement Period. Operator shall make lump sum payments of quarterly instalment of Annual License Fee to Authority at least 10 days prior to the beginning of every quarter commencing from the end of Mobilization Period. All taxes, levies and charges as applicable and payable by the Authority with respect to the collection of the Annual License Fee shall have to be paid by the Operator along with and in addition to the payment of Annual License Fee. For avoidance of doubt, it is clarified that Authority shall be entitled to receive Annual License Fee as well as all applicable taxes from Operator, whether payable by Authority or Operator.

4.1.3. Operator shall submit the annual gross revenue report to the Authority at the end of every financial year. If 6% of annual gross revenue for any financial year is higher than the applicable Annual License Fees for that financial year, then Operator shall pay the excess amount which is difference of 6% of annual gross revenue of that financial year and applicable Annual License Fees for same financial year, in addition to the Annual License Fees within 60 (sixty) days of starting of next financial year.

4.1.4. The Operator shall not be granted any waiver in the License Fee whatsoever.

4.2. **Other Provisions**

4.2.1. Subject to and in accordance with the provisions of this Agreement, for the Consideration hereby given by Operator, the Operator shall be entitled to operate the Project subject to:

(a) performing and fulfilling all of the Operator's obligations under and in accordance with this Agreement;

(b) bearing and paying all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Operator under this Agreement; and

(c) at the end of the Agreement Period or on its termination, the Operator would hand over the Project Facility to the Authority on an "as-is-where-is" basis, free of all cost , liabilities and encumbrances including movable and immovable assets along with infrastructure assets, buildings, structures, equipment and any other assets installed, located, created or provided by the Operator in, on, over or under the Project Site. The Operator shall compensate the Authority for any damages to the property at the end of the Agreement Period or on its termination.

4.2.2. In consideration of the mutual covenants and other good and valuable consideration expressed herein, the Operator hereby agrees to pay the Consideration and agrees to operate the Project as per the scope of work given in Clause 2 and minimum specifications mentioned in the Schedule C and to perform/discharge all of its obligations in accordance with the provisions hereof.

4.2.3. The Consideration to be paid by Operator to the Authority as per the provisions of this Agreement shall be paid along with additional payment of all taxes, levies and charges that would be required to be paid by Authority for the project.

5. Conditions Precedent to the Agreement

5.1. Conditions Precedent

5.1.1. The respective rights and obligations of the Parties under this Agreement shall be effective from the Agreement Date and Parties shall satisfy in totality, within stipulated time period, all the conditions precedent specified in this Clause 5.1 (the "Conditions Precedent").

5.2. Conditions Precedent of Authority

5.2.1. The Operator may, upon signing of the Agreement, by notice require the Authority to satisfy the Conditions Precedent set forth in this Clause 5.2 within a period of 15 (fifteen) days from the Agreement Date, and the obligations of the Authority hereunder shall be deemed to have been performed when the Authority shall have provided to for the Operator the Right of Way to the Project Facility, as demarcated under Schedule A, in accordance with the provisions of Clause 10.1;

5.3. Conditions Precedent of Operator

5.3.1. The Conditions Precedent required to be satisfied by the Operator within a period of 60 (sixty) days from Agreement date shall be deemed to have been fulfilled when the Operator shall have:

(a) executed and procured execution of the Escrow Agreement and opening of Escrow Account;

(b) submitted the Furnishing Plan including details of works to be undertaken by the Operator within the Completion Period

(c) applied for all such approvals/consents/permits as are necessary as per applicable laws for commencement of the Works

(d) delivered to the Authority a legal opinion from the legal counsel of the Operator with respect to the authority of the Operator to enter into this Agreement and the enforceability of the provisions thereof.

5.4. Obligations to satisfy Condition Precedents

5.4.1. Each party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible

5.4.2. Upon satisfaction of the Conditions Precedent by each Party, the other Party shall forthwith issue a Certificate of Compliance with Conditions Precedent (the "Certificate of Compliance").

5.4.3. After the issue of Certificate of Compliance by both Parties, the Authority shall issue the Notice of Commencement to the Operator, however the obligations of the Parties under this Agreement shall commence from Effective Date.

5.5. **Non-Fulfilment of the Conditions Precedent**

5.5.1. In the event of the Agreement not coming into effect on account of the Authority not fulfilling the Conditions Precedent then the Earnest Money Deposit and the Performance Security, as the case may be, shall be returned to the Operator, without interest.

5.5.2. In the event of the Agreement not coming into effect on account of the Operator not fulfilling the Conditions Precedent then the Performance Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under this Agreement

5.5.3. Notwithstanding anything contained in this clause, the Parties may mutually decide to extend the time period for the fulfilment of the Conditions Precedent.

6. Obligations of the Operator

6.1. Obligations of the Operator

6.1.1. Subject to and on the terms and conditions of this Agreement, the Operator shall at its cost and expense procure finance for and undertake the Project scope of work as mentioned in Article 2 and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.

6.1.2. The Operator shall comply with all Applicable Laws in the performance of its obligations under this Agreement.

6.1.3. Without prejudice to Clauses 6.1.1 and 6.1.2 above, the Operator shall discharge its obligations as per the National Building Code, Development Control Rules, and the principles of good industry practice and as a reasonable and prudent person, statutory requirements, laws of the land and any other norms, which are applicable from time to time.

6.1.4. The Operator shall get prior approval of the Authority in case of there is any change in the Project facilities defined hereof during the Agreement Period.

6.1.5. The Project Facility or any part thereof shall be branded and operated under the name "Maharaja Suheldev Smarak Sthal, Bahraich – a unit of Uttar Pradesh State Tourism Development Corporation (UPSTDC)" or as decided by the Authority. The Operator 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. The attribution shall not be construed as co-branding, renaming or creation of any proprietary brand rights in favour of the Operator. No co-branding, independent branding or stand-alone branding of the Project Facility or any part thereof shall be permitted.

6.1.6. The Operator shall ensure that any sub-licensee engaged by it complies with the above branding and marketing requirements and any violation by a sub-licensee shall be deemed a violation by the Operator.

6.1.7. Without prejudice to Clauses 6.1.1 and 6.1.2 above the Operator shall, at its own cost and expense observe, undertake, comply with and perform, in addition to and not in derogation of, its obligations elsewhere set out in this Agreement, the following:

(a) make, or cause to be made, necessary applications to the relevant Governmental Agencies with such particulars and details, as may be required for obtaining all Applicable Permits and obtain such Applicable Permits in conformity with the Applicable Laws;

(b) procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated into development and operations of the Project;

(c) 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 Authority for any damages to such properties at the end of term of Agreement.

(d) be responsible for arranging and mobilizing finances required for successful execution of project for entire Agreement period.

(e) procure 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. If any of these facilities have been provided at the property, the Operator shall be responsible for payment of the full usage and incidental charges, if any, for the said facilities.

(f) 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 licensee. The Operator shall also be required to submit to UPSTDC original copies of receipts of all payments of taxes, fees, charges etc.

(g) recruit required workforce including the managers and staff in the property for its smooth functioning and to maintain the level of service as required for the property.

(h) procure and manage on its own, all movable/consumables' items including crockery, bed linens, toiletries, utensils, cutlery, stationary etc. necessary for operations.

(i) furnish, refurbish, renovate, repair, upgrade the project facilities and do all such minor work which does not include additions, alterations, modifications to the existing building or any major civil work, development work 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.

(j) take peaceful possession of the project facility for purpose of implementing this Agreement. The Operator shall prepare list of inventory including Facilities,

furniture, furnishing, fixtures, painting, equipment, operating supplies and all other amenities and support services available to the project facility, which shall be signed by both the parties and the same shall be deemed to be the part of this Agreement.

(k) The Operator will not be allowed to remove any furnishing, fixtures, etc. at the expiry of Agreement.

(l) may do any additions, alterations, modifications to the existing building or any major civil work, development work in any manner only with prior approval of UPSTDC. The Operator shall not harm/damage the civil structure of the property.

(m) carry out minor civil and repair and development work under intimation to the authority.

(n) complete all such procurement and all furnishing / refurbishment / renovation / repair/upgradation work before Scheduled Commercial Operations Date (SCOD) after which the Operator shall be allowed to start taking booking the project properties and collect the charges for such booking accordingly.

(o) 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.

(p) 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, this Agreement shall be terminated and reason and Authority shall resume the Project facility and forfeit the Performance Guarantee without any prejudice to any action taken as per law

(q) shall do necessary marketing, manage bookings, fix charges / rates and retain revenues from operations of the project facilities. The Operator may enter into separate agreement with Authority for booking of the accommodation through its website.

(r) not to damage any other infrastructure or any other utility developed by Authority or any other utilities developed and maintained by any other authority or person and in case of any such damage to undertake the repair and also to pay for any losses that is incurred by Authority or any authority or any other person, as the case may be.

(s) ensure and procure that the Operator shall comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Operator's obligations under this Agreement;

(t) not to do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;

(u) not to create any rights or third party rights on the Site and also to ensure that Authority are not adversely affected in any way;

(v) shall make payment towards the Authority as per provisions of this Agreement;

(w) provide all assistance to the PMB as it may require for the performance of its duties and services;

(x) ensure that no goods are stored that are not permitted by law including those of hazardous, explosive, flammable or combustible in nature that may cause risk by fire, explosion or goods/ material which on account of their weight or nature may cause damage to the premises. The Operator shall be liable or responsible for destruction or damage to the premises;

(y) may set up gas bank for cooking purposes. The Authority will only give NOC for such connections wherever required. Any payment of this account shall have to be borne by the Operator and will not claim any reimbursement from the Authority. Gas bank is the responsibility of the party and any clearance required from civic bodies, fire department etc. would be the responsibility of the Operator;

(z) ensure only commercial gas cylinders are used for the operations at the Project Facility;

(aa) ensure compliances of all rules and regulations/notifications issued from time to time by Ministry of Health, Department of Health and Family Welfare, Municipal Corporation and/or any appropriate authority in this regard;

(bb) Ensure that no ambush marketing of any sort takes place in the Project Facility;

(cc) procure at its own costs, expenses and risk all services necessary for the furnishings and operations of the Project including without limitation electricity, water, materials and labour;

(dd) ensure that all the furniture, fixtures, equipments, etc, to be made part of the Project Facility shall be of highest standards and acceptable to the Authority;

(ee) ensure that all the furniture, if provided by the Authority, shall be maintained in a proper manner and after every year, if any furniture is found in depleted condition then the same shall be replaced by the Operator at his own cost. PMB at any time, even before completion of a year, may instruct the Operator to replace / repair the furniture or any other moveable or immoveable assets;

(ff) shall bear the cost/ expenditure to be incurred on the commercial operation of the Facility during the entire Agreement Period;

(gg) shall have the right to locate electronic hoardings and advertisement boards, as per the applicable laws after prior approval from Authority, in the Project Facility and generate maximum revenue from it; The Operator will have to follow the colour scheme and design for various hoardings/ display boards as approved by Authority.

(hh) provide a security and watch and ward service at the Facility to maintain the safety and security of the life and property and make provision and arrangement for first aid and prompt medical attention in cases of accidents and emergencies;

(ii) shall keep the premises clean and shall ensure proper disposal of any garbage generated in the Project Facility.

(jj) be responsible for all liabilities arising out of operation, maintenance & management of the Project. The Operator shall plan, organise and execute the Works so that there is least disruption to the movement on adjoining roads and minimal inconvenience to the neighbouring facilities. The Authority shall assist the Operator in all respects with reference to such works, but the assistance or denial thereof shall not release the Operator from its obligations;

(kk) shall have the option to advertise the Project in newspapers or through any other mode of communication at own cost;

(ll) shall prepare and evolve, not later than 10 (ten) days prior to the Commercial Operations Date, draft Operation and Maintenance Manual ("O&M Manual") providing the detailed plan for regular and preventive maintenance of the Project. The O&M Manual will become final only after it has received the final approval of the Authority. Within a period of 15 (fifteen) days from the date of receipt of the O&M Manual, the Authority shall revert to the Operator with its comments and suggestions (if any) on the O&M Manual, which shall be implemented and the O&M Manual shall be re-submitted for approval of the Authority. The Operation and Maintenance Manual shall include all the activities required for regular and periodic maintenance of the Facility during the Operations Period, so that Project Facility is maintained at all times in a manner that it complies with the provisions of the Agreement in sound, durable and functional condition. The Operation and Maintenance Manual of the Facility shall also include service level specifications, performance standards for maintenance, service level indicators, their response/ repair time, frequency of monitoring and the key performance indicators; and

(mm) handover the Project Facilities on the date of termination of License to the Authority, in accordance with the provisions thereof.

6.2. **Obligations relating to Other Agreements**

6.2.1. It is expressly agreed that the Operator shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in any other agreement, and no default under any agreement shall excuse the Operator from its obligations or liability hereunder.

6.2.2. The Operator may undertake operation of Project by itself or through one or more sub-contractors/sub-licensees possessing requisite technical, financial and managerial expertise/capability; but in either case, the Operator shall remain solely responsible to meet the scope of work as mentioned under Clause 2.1.

6.2.3. The Operator shall submit to Authority the drafts of all Third Party Agreements or any amendments or replacements thereto for its review and comments, and Authority shall have the right but not the obligation to undertake such review and provide its comments, if any, to the Operator within 15 (fifteen) days of the receipt of such drafts. Within 7 (seven) days of execution of any Third Party Agreement or amendment thereto, the Operator shall submit to Authority a true copy thereof, duly attested by a Director of the Operator, for its record. For the avoidance of doubt, it is agreed that the review and comments hereunder

shall be limited to ensuring compliance with the terms of this Agreement. It is further agreed that any failure or omission of Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by Authority. No review and / or observation of Authority and / or its failure to review and / or convey its observations on any document shall relieve the Operator of its obligations and liabilities under this Agreement in any manner nor shall Authority be liable for the same in any manner whatsoever.

6.3. Obligations relating to Change of Ownership of SPV

6.3.1. The Operator shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority as per the provisions of this Clause 6.3.

6.3.2. No change in the equity stake of the Consortium Members in the Operator (the SPV) shall be allowed till fifth anniversary of incorporation of SPV ("**Lock-in Period**").

6.3.3. Moreover, the Lead Consortium Member shall continue to hold at least 26% (twenty six percent) equity of the SPV till Agreement Period.

6.3.4. The Lead Consortium Member shall be allowed to replace the member having the technical capability ("**Substitution Right**") with the approval of the Authority. However, the aforesaid Substitution Right shall not be exercised by the Lead Member for more than 03(three) times during the entire term of this Agreement.

6.3.5. The Lead Member shall not be replaced and shall continue to be the Lead Member of the Consortium for entire Agreement Period.

6.3.6. 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 Authority.

6.3.7. Notwithstanding anything to the contrary contained in this RFP, the exit related provisions contained in this Clause 6.3 will only be applicable in case of a Consortium

6.4. Obligations relating to Accounts

6.4.1. In order to collect payment / User Fee from the users, the Operator shall make sure that all the electronic systems installed in the Project Facility, including but not limited to the computer systems relating to accounts, billings, etc are functioning in a proper manner and are transmitting true and correct data of revenue and expenditure, on real time basis;

6.4.2. In addition to Clause 6.4.1, the Operator shall follow a computerised system of collection of payment / User Fee, arising out of sale of over-the-counter items, including but not limited to booking of accommodation, halls, parking fees, sub licensing fees with the help of computerised billing. The billing computers shall be in real time connected with the computers of Authority.

6.4.3. All proceeds, collections arising out of any sales and / or services such as sale of over-the counter items, including but not limited to booking of accommodation, halls, parking fees, sub licensing fees, as the case may be, shall be deposited in the Escrow account as mentioned in Clause 13.2;

6.4.4. The Operator shall install, operate & maintain and link up its computer system relating to accounts (i.e. billings, costs, expenses, realizations, revenue, expenditure, etc.) with round the-clock connections to the computer network(s) of Authority / its related entities for the purpose of efficient and transparent regulation of information such as ascertaining true and correct accounts statements relating to the Project Facility etc.;

6.5. **Obligations relating to Environmental Measures**

6.5.1. The Operator shall take all reasonable steps to protect the environment (both on and off the Project Facility) and to limit damage and nuisance to people and property.

6.5.2. The Operator shall be liable for and shall indemnify, protect, defend and hold harmless the Authority, the Authority 's officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgements arising out of the failure of the Operator to discharge its obligations under this Article and to comply with the provisions of health, safety and environmental laws as applicable;

6.6. **Obligations relating to Clearance of Facility**

6.6.1. During the execution of the Works, the Operator shall keep the Project Facility free from all unnecessary obstruction, and shall store Operator's Equipment or surplus materials in a manner that causes least inconvenience or dispose of such Operator's Equipment or surplus materials. The Operator shall clear away and remove from the Facility any wreckage or rubbish no longer required.

6.6.2. Within 15 (fifteen) days of the Completion Intimation, the Operator shall clear away and remove, from the Project Facility, all surplus materials, rubbish and other debris and keep the Project Facility and surroundings in a clean and safe condition, to the satisfaction of Authority.

6.6.3. Within 30 (thirty) days of the expiry of the Agreement Period, the Operator shall clear away and remove, from the Project Facility the surplus material, wreckage, rubbish, etc. The Operator shall leave such areas in a clean and safe condition to the satisfaction of Authority. Provided that if the Operator fails to remove, at the end of the 30 day period, any surplus material, wreckage, rubbish, etc., the Authority may sell or otherwise dispose of such items. The Authority shall be entitled to retain, from the proceeds of such a sale, or from any other amounts due to the Operator, a sum sufficient to meet the costs incurred in connection with such sale or disposal. If the amounts due from the Operator are insufficient to meet the Authority's costs, the outstanding balance shall be recoverable from the Operator by the Authority.

6.7. **Safety and Security**

6.7.1. The Operator shall comply with all safety regulations applicable, access arrangements and operations on the Facility. The Operator shall be responsible in the operation of machinery and any other work, to take all precautions to ensure safety of the staff, labourers and public.

6.7.2. The Operator shall be responsible at its cost, for procurement, transport, receiving, unloading and safekeeping of all Materials, Operator's Equipment and other things required for the Works.

6.7.3. Unless otherwise stated in this Agreement, the Operator shall be responsible for keeping unauthorised persons off the Facility and preventing encroachment on the Facility during Agreement Period. Authorized Persons shall be limited to the employees of the Operator and persons authorised by the Authority.

6.7.4. In the event of an accident the Operator shall, by most expeditious means, inform the concerned Civil and Police Authorities, and also the Authority. The Operator's responsibilities with regard to the Project shall in no way be diminished by informing the above officials and it shall take expeditious action for the medical and legal aspects notwithstanding any delay on the part of these officials to give any instructions. The Operator shall preserve the Project Facility of such accident intact, until completion of all legal formalities. The Operator shall then arrange for the expeditious removal of the wreckage or debris, and for cleaning the Project Facility. If any portion of the Project Facility suffers any damage, the Operator shall, with the consent of Authority, arrange for the repair and rectification thereof.

6.7.5. The Operator shall, in the event of any accident, incur any expenditure or take any other action as necessary (in accordance with Good Industry Practices).

6.7.6. Any communication to the news media made by the Operator shall provide only enough information to satisfy public concern, and the Operator shall make no admissions nor accept any liability in such communications.

6.7.7. The Operator shall indemnify, defend and hold harmless the Authority, during the term of this Agreement, from and against all liabilities, damages, actions, proceedings, and claims of any nature whatsoever, as suffered by the Operator due to such accidents.

6.8. **Insurance Requirement**

The Operator shall, at its cost and expense, purchase and maintain insurances as are prudent, including but not limited to the following:

a) builder’s all risk insurance;

b) loss, damage or destruction of the Project Facilities at replacement value;

c) comprehensive third party liability insurance including injury or death to the persons who may enter the Project Site ;

d) workmen’s compensation insurance; and - EPF, PF, ESI and Statutory compliances

e) any other insurance that may be necessary to protect the Operator, its employees and its assets and the Authority, its employees and agents engaged in or connected to the Project and the Project Site including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (d).

7. Obligations of the Authority

7.1. The Authority shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

7.2. The Authority agrees to provide support to the Operator and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:

(a) upon written request from the Operator, and subject to the Operator complying with Applicable Laws, provide all reasonable support and assistance to the Operator in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project;

(b) upon written request from the Operator, assist the Operator in obtaining access to all necessary infrastructure facilities and utilities, including water at rates and on terms no less favourable to the Operator than those generally available to commercial customers receiving substantially equivalent services;

(c) extend the assistance of its good offices on a reasonable effort basis to assist the Operator in the provision of electricity and water;

(d) not to do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement; and

(e) support, cooperate with and facilitate the Operator in the implementation of the Project.

8. Representations and Warranties

8.1. Representations and Warranties of the Operator

The Operator represents and warrants to the Authority that:

(a) it is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(b) it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(c) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

(e) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising there under including any obligation, liability or responsibility hereunder;

(f) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

(g) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association / Rules or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(h) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

(i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

(j) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;

(k) no order has been made and no resolution has been passed for the winding up of the Operator or for a provisional liquidator to be appointed in respect of the Operator and no petition has been presented and no meeting has been convened for the purpose of winding up the Operator. No receiver has been appointed in respect of the Operator or all or any of its assets. The Operator is not insolvent or unable to pay its debts as they fall due.

(l) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(m) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith.; and

(n) it shall not novate the Agreement and any rights and obligation arising therefrom to any party without any written approval from the Authority

(o) The operator shall strictly adhere to and comply with all statutory compliances as arising out of an industrial laws and or notifications circulars received by Government of India, State Government and or any other subs equal arrangement made in the existing laws circulars, notifications from time to time till the completion of this agreement.

(p) No representation shall be made by the operators to the employees/workers that they were the employees of the Authority. All such employee working in the project facility shall be of operator

8.2. **Representations and Warranties of the Authority**

The Authority represents and warrants to the Operator that:

(a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

(b) it has taken all necessary action under the Applicable Laws to authorise the execution, delivery and performance of this Agreement;

(c) it has the financial standing and capacity to perform its obligations under the Agreement;

(d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Operator's ability to perform its obligations under this Agreement;

(f) it has complied with Applicable Laws in all material respects;

(g) all information provided by it in the Tender Notice and invitation to bid in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects;

(h) it has good and valid right for upgradation and operation of the Project, and has power and authority to give license of the rights to the Operator; and

(i) upon the Operator completing the Project as per this Agreement, and performing the covenants herein, it shall not at any time during the period of License, interfere with peaceful enjoyment of the Project Facility by the Operator, except in accordance with the provisions of this Agreement.

8.3. **Disclosure**

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have

the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

9. Performance Security

9.1. Within 21 days of the receipt of notification of letter of Award, the Operator shall submit to the Authority a Performance Security equivalent to 25% of the Annual License Fees, in the form of a Bank Guarantee favouring to UPSTDC Ltd, payable at Lucknow; the Bank Guarantee shall be prepared and submitted as per the format given in Schedule B of this Agreement.

9.2. The Performance Security equivalent uto 25% of the applicable Annual License Fees along with the periodical revision as per this agreement shall be maintained by the Operator during the entire period up until the end of the Agreement Period. Performance Security shall be enhanced proportionately with each escalation in Annual License Fee. All charges, fees, costs and expenses related to the Bank Guarantee shall be borne and paid by the Operator.

9.3. Appropriation of Performance Security

9.3.1. Upon occurrence of an Operator Default during the subsistence of the Performance Security, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to invoke and appropriate the relevant amounts from the Performance Security as Damages for such Operator Default. Upon such invocation and appropriation from the Performance Security, the Operator shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, the Performance Security to its original level, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Operator shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 15.

9.3.2. In the event that the operation of the Project is not commenced by the Scheduled Commercial Operations Date, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Authority shall encash 5% of the Performance Security amount per month, for a maximum period of 6 (six) months after which Authority shall be entitled to terminate this Agreement. The Performance Security shall be replenished by the Operator as soon the Performance Security is encashed by Authority.

9.4. Release of Performance Security

100% (one hundred percent) of the Performance Security in the form of bank guarantee shall be released to the Operator by 1 (one) month after end of Agreement Period or by 1 (one) month after date of Termination whichever is earlier. In any case, Authority shall be entitled to recover any amounts due or receivable from the Operator under this Agreement, before the Performance Security be duly discharged and released to the Operator.

10. Access to the Project Facility

10.1. Access

10.1.1. In consideration of the Annual License, this Agreement and the covenants and warranties on the part of the Operator herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Operator, commencing from the Effective Date, leave and license rights in respect of all the existing structure (along with any buildings, constructions or immovable assets, if any, thereon) comprising the premises of Project Facility which is described, delineated and shown in Schedule-A hereto (the "Licensed Premises"), on an "as is where is" basis, to operate and maintain the said Licensed Premises (the "License"), together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Licensed Premises, hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of the Agreement Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.

10.1.2. It is expressly agreed that the rights granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by Authority to terminate the rights, upon the Termination of this Agreement for any reason whatsoever.

10.2. Others

10.2.1. **Shared Access**

The Operator shall enjoy access to the Project Facility throughout the Agreement Period for carrying out its obligations under this Agreement. However, such access shall not be exclusive and shall be shared with the Authority, which is in lawful possession of the Licensed Premises. The Operator shall be the sole authority for regulating access to the Project Facility. However, access to the Project Facility shall be available, at all times during the Agreement Period, to Authority or a person appointed by the Authority for the purpose of inspection, viewing and exercising the rights of the Authority as set forth in this Agreement.

10.2.2. **Special/temporary right of way**

The Operator shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Project Facility. The Operator shall obtain at its cost such facilities on or outside the Project Facility as may be required by it for the purposes of Furnishing, Fixtures etc. and the performance of its obligations under this Agreement.

10.2.3. **Display of Authority logo**

Notwithstanding any statement to the contrary contained herein, all branding, publicity, signage, advertisements, promotional content and marketing material (including print, digital, social media, online travel portals and on-site signage) relating to the Project Facility shall prominently bear the logo of the Authority. Use of the Authority's logo shall not be construed as grant of any proprietary or intellectual property rights of the Operator and shall cease upon termination or expiry of this Agreement.

11. Project Implementation

11.1. Obligations prior to the commencement of any work

11.1.1. Prior to commencement of any work, the Operator shall:

(a) submit the furnishing Plan including details of works to be undertaken by Operator within Completion Period (the "Furnishing Plan") to the Authority within 15 (fifteen) days of Effective Date. Any delay in submission of Furnishing Plan, beyond the above mentioned period, shall entail a penalty of 0.1% of Performance Security per day. The Furnishing Plan shall include the details of works to be undertaken in conformity with the Schedule-C, Applicable laws, Good Industry Practice and other provisions of this Agreement. The Authority may, within 15 (fifteen) days from the date of receipt of the Furnishing Plan provide its observations limited to ensuring conformity with this Agreement, safety norms and statutory requirements. The Operator shall incorporate such reasonable observations of the Authority and proceed with the implementation of the Furnishing Plan. In the event no observations are communicated by the Authority within the aforesaid period, the Furnishing Plan shall be deemed to have been accepted and the Operator shall be entitle to proceed with implementation.

(b) Appoint its representative duly authorised to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;

(c) Undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of any work under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and

(d) Procure all such approvals/consents/permits as necessary as per applicable laws,

11.1.2. For the avoidance of doubt, no separate approval of the Furnishing Plan shall be required and commencement or completion of works shall not be delayed on account of non-communication of observations by the Authority.

11.1.3. Notwithstanding anything mentioned in this Clause 11.1, wherever additions, alterations, modifications to the existing building or any major civil work or development work is proposed, prior approval of the Authority shall be obtained.

11.2. Work Completion date

11.2.1. On or after the Effective Date and subject to fulfilment of obligation as per Clause 11.1 above, the Operator shall undertake repair / renovation / refurbishment / upgradation / furnishing as per the submitted Furnishing Plan in the Project. The end of 90 (ninety) days from the Effective Date shall be the scheduled end of Completion Period (the "**Scheduled Commercial Operations Date**") for completion of works and the Operator agrees and undertakes that they shall be completed on or before the Scheduled Commercial Operations Date in accordance with the Furnishing Plan.

11.3. **Completion**

11.3.1. Upon completion of furnishing/refurbishment/repair/upgradation works in accordance with the Furnishing Plan and applicable laws, the Operator shall intimate to the Authority in writing of such completion ("Completion Intimation").

11.3.2. The works shall be deemed to have achieved completion on the date of such intimation and the Operator shall be entitled to commence Commercial Operations (the "Commercial Operations Date").

11.3.3. The Authority shall have the right (but not obligation) to inspect the Project Facility within 30 days of receipt of the Completion Intimation. In case of any material non-compliance with the approved Furnishing Plan or Applicable laws is observed, the Authority may issue written directions for rectification, which the Operator shall comply within a reasonable period. Provided that such inspection or rectification shall not delay commencement of Commercial Operations , unless the deficiencies pose an immediate safety or statutory risk. Provided also that such inspection or rectification shall not in any scenario affect the License Fee obligations.

11.3.4. Any wilful misrepresentation in the Completion Intimation shall be treated as Operator default, attracting penalties and termination as per this Agreement.

11.4. **Project Operation**

11.4.1. Operator shall operate and maintain the Project Facility during the Agreement Period and adhere to Operation and Maintenance Requirements as mentioned in Schedule G. If Authority / PMB finds Operator failing to meet any Operation and Maintenance Requirements as stated in Schedule G, then Authority / PMB shall give a notice to Operator stating the fault (the "**Fault**") and grant 5 (five) days to rectify the same. If Authority / PMB finds the Fault has not been rectified within the time period specified, then Authority shall have the right to rectify the Fault and recover the expenses for the same from Operator. In such case, Authority shall have the right to encash Performance Security to the extent of expenses incurred in rectification of the fault.

11.4.2. Operator shall be required to apply for and obtain clearances as applicable for holding any event in the Project Facility, including but not limited to permissions from local bodies, police, traffic, fire etc.

11.4.3. Operator shall maintain the Project Facility in operational state. repair and maintenance of any and replacement of items of any kind in the Project Facility shall be the responsibility of Operator.

11.4.4. The Operator recognises and acknowledges the fact that the Project is intended to provide a public facility and the Operator shall have no right to prevent, impede or obstruct any bona fide Users from using the Project Facility, save for regulating such usage under the terms of this Agreement. Under exceptional circumstances, if the Operator apprehends any detriment to the Facility, it shall seek instructions from the Authority, whose decision in this regard shall be final.

11.4.5. The opening and closing hours of the Project Facility shall have to comply with the Eating House License, Bar License, Labour and Employment Laws and any other applicable laws associated with the safety and security of both guest and employee.

11.4.6. The activities as mentioned in Schedule D shall be strictly prohibited in the Project Facility.

11.4.7. If at any time during performance of the Agreement, the Operator's employees are found to be guilty of misbehavior/misconduct with any member of the public visiting Premises or Authority's authorized representative, or to be incompetent or negligent in performing his/their duties or if in the opinion of the Authority, it is undesirable for such persons to be employed by the Operator in the work at Premises, the Operator, if so directed by Authority or his authorized representative shall forthwith remove such persons(s) from the work of Authority immediately.

11.4.8. If at any time during the operation of the project, the Operator proposes any refurnishing/renovation/upgradation of any facilities in the project, then the Operator shall have to submit the proposed plan 15 days prior to the commencement of work. It is further clarified that no such plan needs to be submitted for day to day repair and maintenance of the Project Facility.

11.5. Project Monitoring Board (PMB)

11.5.1. Constitution

11.5.1.1. Authority shall ensure that a Project Monitoring Board, comprising of not more than three persons to be nominated by the Managing Director of UPSTDC is established one month prior to Scheduled Commercial Operation Date or Commercial Operation Date, whichever is earlier

11.5.1.2. One person as nominated by the MD of UPSTDC, shall be chairman of the PMB.

11.5.1.3. The PMB shall, to the extent possible, act by consensus, failing which it will act by majority vote. The PMB shall determine the procedure to be followed for its meetings and carrying out its functions.

11.5.1.4. Tenure

The tenure of PMB shall commence from the date of constitution thereof and shall continue until the end of the Agreement Period/this Agreement by efflux of time or prior termination.

11.5.2. Roles and Responsibilities

11.5.2.1. PMB will ensure smooth implementation of the Project by undertaking the following roles and responsibilities:

i) Oversee and monitor the progress of the Project in accordance with the provisions of this Agreement and call for explanation in case of deviation, if any;

ii) Shall prescribe additional standards as and when required and decided upon. In addition to this, the PMB shall ensure that the Operator is adhering to the minimum standards prescribed in the Agreement and the related Schedules;

iii) Review the curing of defects and defaults in the operation and maintenance of the Project/Project Facility;

iv) Use best endeavours to assist in resolving, without being liable in any manner, operational issues and disputes between the Operator and the users of the Project Facility;

v) Review the safety and security of the operations and maintenance activities relating to the Project;

vi) Take appropriate action in accordance with the provisions of this Agreement, in case of Faults, defects in operation, fraud investigated or grievances received against the Operator;

vii) Monitor the redressal of complaints and grievances of users of the Project Facility; and

viii) Appoint competent person / firm as Expert (the "Expert"), from time to time to investigate any defects in the Project Facility and to assist PMB in monitoring the operation and maintenance of the Project by the Operator.

11.5.3. PMB shall meet at least once every quarter in a year or earlier as required.

11.5.4. Operator shall extend full co-operation to PMB in performing its functions.

11.5.5. Any failure on the part of the PMB in respect of its functioning shall not

(1) amount to any consent or approval of the activities of the Operator; and

(2) release or discharge the Operator of its obligation to carry out the maintenance of the Project Facility.

11.6. **Electricity and Water**

11.6.1. Arrangements of power supply at the Facility shall be procured by the Operator. Authority shall not be responsible for providing these utilities, however, it may facilitate (without any obligation) the Operator to obtain these facilities from relevant authorities/agencies;

11.6.2. Operator shall be required to pay directly to the electricity department the cost for the units of electricity consumed at the applicable and prevalent rate per unit required to pay. Operator shall ensure timely payment of electricity, water and other bills.

In the event of default committed by the Operator in making payment of any such bills, charges, taxes the Authority will be entitled to impose a penal interest on the delayed payment as per Clause 21.3, besides right to terminate / revoke the Agreement.

11.6.3. Operator shall be required to pay for water at the end of every billing cycle. In the event of default committed by the Operator in making payment of any such taxes the Authority will be entitled to impose a penal interest on the delayed payment as per Clause21.3, besides right to terminate / revoke the Agreement.

11.7. **Quarterly Statement of Gross Revenue**

11.7.1. During the Operation Period, Operator shall furnish to Authority, within 7 (seven) days of completion of each quarter, a statement of Gross Revenue received substantially in the

form set forth in Schedule F (the "Quarterly Statement of Gross Revenue") and provide a detailed breakup of the revenue.

12. Accounts and Audit

12.1. Accounts

12.1.1. The Operator shall maintain books of accounts recording all its receipts (including all User Fee and other revenues derived/collected by it from or on account of the Project Facilities and/or its use), income, expenditure, payments (including payments from the Escrow Account), assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits. The Operator shall provide 2 (two) copies of its Balance Sheet, Cash Flow Statement and Profit and Loss Account, along with a report thereon by its Statutory Auditors, within 180 (One Hundred Eighty) days of the close of the Accounting Year to which they pertain and such audited accounts shall form the basis of payments by either Party under this Agreement. Authority shall have the right to inspect the records of the Operator during office hours and require copies of relevant extracts of books of accounts, duly certified by the Statutory Auditors, to be provided to Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.

12.1.2. The Operator shall, within 30 (thirty) days of the close of each quarter of an Accounting Year, furnish to Authority its unaudited financial results in respect of the preceding quarter, in the manner and form prescribed by the Securities and Exchange Board of India for publication of quarterly results by the companies listed on a stock exchange.

12.1.3. On or before the thirtieth day of September each Year, the Operator shall provide to Authority, for the preceding Accounting Year, a statement duly audited by its Statutory Auditors giving summarised information on

(a) Gross Revenue with item wise break-up

(b) such other information as Authority may reasonably require.

12.2. Appointment of auditors

12.2.1. Notwithstanding anything to the contrary contained in this Agreement, Authority shall have the right, but not the obligation, to appoint at its cost from time to time and at anytime, another firm (the "Additional Auditors") to audit and verify all those matters, expenses, costs, realisations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

12.3. Certification of claims by Statutory Auditors

Any claim or document provided by the Operator to Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors. For the avoidance of doubt, such certification shall not be required for exchange of information

in the normal course of business including the submission of Quarterly Gross Revenue Statements under Clause 11.7.

12.4. **Dispute resolution**

In the event of there being any difference between the findings of the Additional Auditors or the Statutory Auditors, as the case may be, and the certification provided by the Statutory Auditors, such Auditors shall meet to resolve the differences and if they are unable to resolve the same, such Dispute shall be resolved by Authority by recourse to the Dispute Resolution Procedure.

12.5. **Books and Records**

The Operator shall, at its cost:

i Maintain and submit on a monthly basis, the record of days of operation for Fine Dining and Banqueting (as applicable), Room occupancy during that month;

ii Prepare and maintain, on generally accepted Indian accounting principles, proper, accurate and complete books and records and accounts of all transactions related to the Project;

iii Retain and store on the premises for the Agreement Period all records relating to the Project, which shall be the property of the Authority;

iv Provide support to the Authority to meet all the data requirements of all Competent Authority/ies.

13. Escrow Account

13.1. **Escrow Account**

13.1.1. The Operator shall, within 60 (sixty) days from Agreement Date, open and establish an Escrow Account with a Bank (the "Escrow Bank") in accordance with this Agreement read with the Escrow Agreement.

13.1.2. The nature and scope of the Escrow Account are fully described in the agreement (the "Escrow Agreement") to be entered into amongst the Operator, Authority, the Escrow Bank and the Lenders through the Lenders' Representative, which shall be substantially in the form set forth in Schedule E.

13.2. **Deposits into Escrow Account**

The Operator shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

(a) all monies received in relation to the Project from any source, including the Lenders and the Authority;

(b) all funds received by the Operator from its share-holders, in any manner or form;

(c) all User Fee levied and collected by the Operator;

(d) all Gross Revenue generated from the Project Facility by Operator;

(e) all Gross Revenue generated by licensees of parking space, Advertising space, restaurant, open space from the Project Facility, etc;

(f) any other revenues from or in respect of the Project; and

(g) all proceeds received pursuant to any insurance claims.

Provided that the Lenders may make direct disbursements to the Operator in accordance with the express provisions contained in this behalf in the Financing Agreements

13.3. **Withdrawals during Agreement Period**

13.3.1. The Operator shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

(a) all taxes due and payable by the Operator;

(b) Annual License Fee due and payable to Authority;

(c) all payments relating to renovation/upgradation/refurbishment of the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;

(d) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;

(e) O&M Expenses and other costs and expenses incurred by Authority in accordance with the provisions of this Agreement, and certified by Authority as due and payable to it;

(f) monthly proportionate provision of Debt Service due in an Accounting Year;

(g) all payments to be made to sub-licensees, if applicable, as their share of revenue generated from the Project Facility;

(h) all payments and Damages certified by Authority as due and payable to it by the Operator;

(i) any reserve requirements set forth in the Financing Agreements; and

(j) balance, if any, in accordance with the instructions of the Operator.

13.3.2. The Operator shall not in any manner modify the order of payment specified in Clause 13.3.1, except with the prior written approval of Authority.

13.4. **Withdrawals upon Termination**

13.4.1. Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order:

(a) all taxes due and payable by the Operator;

(b) outstanding Annual License Fee;

(c) all payments and Damages certified by Authority as due and payable to it by the Operator,

(d) outstanding Debt Service;

(e) incurred or accrued O&M Expenses;

(f) any other payments required to be made under this Agreement; and

(g) balance, if any, in accordance with the instructions of the Operator:

Provided that no appropriations shall be made under Sub-clause (g) of this Clause 13.4 until a Vesting Certificate has been issued by Authority under the provisions of Article 16.

13.4.2. The provisions of this Article 13 and the instructions contained in the Escrow Agreement shall remain in full force and effect until the obligations set forth in Clause 13.4.1 have been discharged.

14. Force Majeure

14.1. Force Majeure

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India of any or all of events, as defined in Clause 14.2, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event

(i) is beyond the reasonable control of the Affected Party;

(ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice; and

(iii) has Material Adverse Effect on the Affected Party.

14.2. Force Majeure Events

A Force Majeure Event shall mean one or more of the following acts or events:

(a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project Facility);

(b) strikes or boycotts (other than those involving the Operator, contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting services to the Project Facility for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year;

(c) any failure or delay of a operator but only to the extent caused by another Force Majeure Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such contractor;

(d) any judgement or order of any court of competent jurisdiction or statutory authority made against the Operator in any proceedings for reasons other than

(i) failure of the Operator to comply with any Applicable Law or Applicable Permit, or

(ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or

(iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

(e) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or

(f) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

(g) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;

(h) compulsory acquisition in national interest or expropriation of any Project Facility or rights of the Operator or of the contractors;

(i) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Operator or any of the contractors to perform their respective obligations under this Agreement and the Third Party Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Operator's or any contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;

(j) any event or circumstances of a nature analogous to any of the foregoing;

14.3. Duty to Report Force Majeure Event

Upon occurrence of a Force Majeure Event, the Affected Party shall by notice within thirty six hours of the occurrence of the event report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

(a) the nature and extent of each Force Majeure Event with evidence in support thereof;

(b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

(c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and

(d) any other information relevant to the Affected Party's claim. The Affected Party shall not be entitled to any relief under the Agreement for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event within 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

14.4. Allocation of Costs Arising out of Force Majeure

Upon occurrence of any Force Majeure Event, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof. Neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

14.5. Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 14, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

14.6. Termination Payment for Force Majeure Event

In case of Termination for Force Majeure Event, the provisions of Clause 15.3 and 15.4 shall be applicable. However, the Performance Security shall be returned to Operator.

14.7. Dispute Resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure as mentioned in Article 18; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

15. Termination

15.1. Termination for Operator Default

Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Operator fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 15 (fifteen) days, the Operator shall be deemed to be in default of this Agreement (a "Operator Default"), unless the default has occurred solely as a result of any breach of this Agreement by Authority or due to Force Majeure event. The defaults referred to herein shall include:

a) the Performance Security has been partially or fully invoked and appropriated by the Authority as per the Agreement and the Operator fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days;
b) the Operator defaults in making payment of minimum two quarterly instalments of license fees the Operator fails to make payment of any quarterly instalment of license fees and such payment remains unpaid for a period exceeding 90 (ninety) days from its due date

c) the commercial operation of the project does not commence by Scheduled Commercial Operations Date and continues to be in default for the next 180 (one hundred and eighty)days due to the default of the Operator;
d) the Operator commits any particular/ similar default for four times, in the Project Facility, at any time during the currency of the Agreement Period;
e) the Operator abandons or manifests intention to abandon the Project without prior written consent of the Authority;
f) the Operator has failed to make any payment towards damages to any user or any utility within the period specified in this Agreement;
g) the Operator repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
h) Change in management control of the Operator which according to the Authority may have Material Adverse Effect towards the completion or effective operation of the Project;
i) a change in ownership that is in breach of provisions of this agreement
j) an Escrow Default has occurred and the Operator fails to cure the default within the Cure Period stated in Escrow Agreement;
k) the Operator is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Operator or for the whole or material part of its assets at any time before the Scheduled Commercial Operations Date;
l) the Operator has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;
m) a resolution for winding up of the Operator is passed, or any petition for winding up of the Operator is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Operator is ordered to be wound up by Court;
n) the Operator has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement;
o) the Operator commits a material default in complying with any other provision of this Agreement.;
p) the Operator novates and /or assigns the agreement to any third party without any prior approval from the Authority;
q) the Agreement Period of 15 (Fifteen) years has ended and Authority has not extended it further.

15.2. Procedure to issue Termination Notice

Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Operator Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Operator; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Operator of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Operator to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

15.3. Effect of Termination

Upon Termination as per Clause 15.1, the Operator hereby acknowledges that no Termination Payment shall be due or payable by the Authority. Operator acknowledges that within 10 (ten) days of termination, the Operator shall vacate the Project Facility. Operator acknowledges that once the agreement is terminated the Operator shall cease to have access to the Project Facility. No liability with respect to the assets shall devolve on Authority.

15.4. Other Rights and Obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

(a) be deemed to have cancelled the Operator's access to the Project Facility and taken sole possession and control of the Project Facility and any furnishings, works made in the Project Facility till the date of termination;

(b) take possession and control of all materials, stores and, implements on or about the Project;

(c) be entitled to restrain the Operator and any person claiming through or under the Operator from entering upon the Project Facility or any part of the Project; and

(d) Invoke the Performance Security as part Damages, except when the Termination is due to Force Majeure Event.

(e) In case termination is done by Authority not because of the default of the Operator, then in such condition the Authority will pay for all the financial losses incurred by the Operator and the quantum of the financial losses will be decided by the Arbitrator as per Clause 18.3.

(f) Authority shall have at all times right to reject any third party which has been proposed in relation to the novation of this agreement

16. Divestment of Rights and Interest

16.1. Divestment Requirements

Upon Termination, the Operator shall comply with and conform to the following Divestment Requirements:

(a) notify to the Authority forthwith the location and particulars of all Project Assets;

(b) deliver forthwith the actual or constructive possession of all the Project Assets and the Project Facilities, free and clear of all Encumbrances, except as provided under Clause 4.5.1of this Agreement;

(c) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights and interest of the Operator in the Project Facilities absolutely unto the Authority or its nominee; and

(d) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights and interest of the Operator in the Project Facilities, free from all Encumbrances, absolutely unto the Authority or to its nominee.

16.2. Vesting Certificate

The divestment of all rights and interest in the Project Facilities shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate (the "Vesting Certificate"), which will have the effect of constituting evidence of divestment by the Operator of all of its rights and interest in the Project Facilities, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Project Facilities on the footing that all Divestment Requirements have been complied with by the Operator.

16.3. Divestment costs etc.

16.3.1. The Operator shall bear and pay all costs incidental to divestment of all of the rights and interest of the Operator in the Project Facilities in favour of the Authority upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Operator in connection with such divestment shall be borne by the Authority.

16.3.2. In the event of any dispute relating to matters covered by and under this Article 16, the Dispute Resolution Procedure shall apply.

16.3.3. In the event that any of the Divestment Requirements set forth in Clause 16.1 are not fulfilled by the Operator within 15 (fifteen) days from the end of the Agreement Period, the Operator shall be required to pay to the Authority, a penalty equivalent to the multiple of the "Penal Interest Rate" applicable on the date of Termination for each day of delay in the fulfilment of the Divestment Requirements beyond the 15 (fifteen) days specified herein.

For the purpose of this Agreement, Penal Interest Rate shall mean the rate of interest that is two times the rate of interest on the 10-year Government of India Security as on the date of Termination.

17. Liability and Indemnity

17.1. General indemnity

The Operator will indemnify, defend, save and hold harmless the Authority and its officers, employees, agents and consultants against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Operator of any of its obligations under this Agreement or any related Agreement, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Agreement on the part of the Authority indemnified persons.

17.2. Liability of Authority

The Authority will indemnify, defend, save and hold harmless the Operator against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of:

(a) defect in title and/or the rights of the Authority in the Project Facility given on License to the Operator; and/or

(b) breach by the Authority of any of its obligations under this Agreement or any related Agreement, which materially and adversely affect the performance by the Operator of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related Agreement and/or breach of its statutory duty on the part of the Operator, its subsidiaries, affiliates, contractors, employees or agents and the same shall be the liability of the Operator.

Provided that the liability of Authority in any case or in any manner whatsoever, with respect to this Clause 17.2, shall be limited to the sum of Annual License Fee received by Authority in six months before identification or occurrence of such event.

17.3. Indemnity by the Operator

Without limiting the generality of Clause 17.1, the Operator shall fully indemnify, hold harmless and defend the Authority from and against any and all loss and/or damages arising out of or with respect to:

(a) failure of the Operator to comply with Applicable Laws and Applicable Permits;

(b) payment of taxes required to be made by the Operator in respect of the income or other taxes of the Operator's contractors, suppliers and representatives; or

(c) non-payment of amounts due as a result of materials or services furnished to the Operator or any of its contractors which are payable by the Operator or any of its contractors.

(d) Breach by the Operator of any of the obligations under this Agreement.

17.4. No consequential claims

Notwithstanding anything to the contrary contained in this Clause 17~~16~~, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

17.5. Survival on Termination

The provisions of this Article 17 shall survive Termination.

18. Dispute Resolution

18.1. Dispute resolution

18.1.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 18.2.

18.1.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to

provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

18.2. **Conciliation**

18.2.1. In the event of any Dispute between the Parties, either Party may call upon the MD & CEO of the Authority to mediate and assist the Parties in arriving at an amicable settlement thereof. If the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 18.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 18.3.

18.3. **Arbitration**

18.3.1. Any difference or dispute that is not resolved amicably by conciliation, as provided in Clause 18.2, will be referred to the Chairman of the Authority for appointment of an Arbitrator.

18.3.2. The arbitration proceeding will be regulated in accordance with the provisions of Arbitration and Conciliation Act, 1996 (as amended from time to time).

18.3.3. The arbitral proceedings shall be held at Lucknow.

18.3.4. The arbitrator shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article 18 shall be final and binding on the Parties as from the date it is made, and the Operator and the Authority agree and undertake to carry out such Award without delay.

18.3.5. The Operator and the Authority agree that an Award may be enforced against the Operator and/or the Authority, as the case may be.

18.3.6. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

19. Assignment and Charges

19.1. **Restrictions on assignment and charges**

19.1.1. The Operator shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder, save and except with prior consent of Authority.

19.1.2. The Operator shall not assign in favour of any person any right or benefit that has not been provided to the Operator by the Authority.

19.1.3. The Operator shall not create nor permit to subsist any Encumbrance in the Project Facility. It is further clarified that any assignment or license on the Project Facility and Project Facilities, given to the Operator, shall expire upon termination of this Agreement.

19.1.4. Restraint set forth in Sub-articles 19.1.1 and 19.1.3 above, shall not apply to:

(a) Liens / encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Operator;

(b) Pledges / hypothecation of goods/ moveable assets, revenue and receivables as security for indebtedness, in favour of the Lenders and working capital providers for the Project; or

(c) Assignment of Operator's rights and benefits under this Agreement and other Project related agreements to or in favour of the Lenders, which shall include step in rights, as security for financial assistance provided by them.

Notwithstanding anything contained in Article 19 the rights of the Operator shall not be contrary or in derogation to the provisions relating to Divestment Requirements contained in Clause 16.1.

20. Disclaimer

20.1. Disclaimer

20.1.1. The Operator acknowledges that prior to the execution of this Agreement, the Operator has, after a complete and careful examination, made an independent evaluation of the Tender Notice, Scope of the services to be provided, the Project Facility, Specifications and Standards set for providing quality of services, local conditions, possible demand and all information provided by the Authority, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clause 8.2, the Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and/or completeness of the information provided by it and the Operator confirms that it shall have no claim whatsoever against the Authority in this regard.

20.1.2. The Operator acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 20.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Operator or any person claiming through or under this Agreement.

21. Miscellaneous

21.1. Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Lucknow shall have jurisdiction over matters arising out of or relating to this Agreement.

21.2. Waiver of Immunity

Each Party unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this

Agreement, no immunity from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

21.3. Delayed Payments

The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 15 (fifteen) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 18% per annum on daily basis, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

For any non-compliance of obligation of Operator for which penalty has not been specified in this Agreement, shall entail a penalty of 0.1 % of Performance Security per day.

21.4. Waiver

21.4.1. Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

21.4.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

21.5. Liability for Inspection of Documents

Except to the extent expressly provided in this Agreement:

(a) no review, comment or inspection by the Authority of any document submitted by the Operator nor any observation or inspection of any document or operations conducted at the Project Facility hereunder shall relieve or absolve the Operator from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and

(b) the Authority shall not be liable to the Operator by reason of any review, comment, approval, observation or inspection referred to in Sub clause (a) above.

(c) Contracting Authority's Documents: Documents and computer programs or copies thereof, if any, provided by the Contracting Authority to the Operator, shall always remain property of the Contracting Authority. Such documents, computer programs and/or copies shall not be used by

the Operator for purposes other than for the Project. Such documents, computer programs and/or copies thereof shall, unless otherwise agreed upon by the Contracting Authority, be returned by the Operator to the Contracting Authority on Transfer Date.

(d) Operator's Documents: Documents and computer programs provided by the Operator, or which are developed (and owned by the Operator) for operation and/or maintenance of Project /Project Facilities and Services shall be handed over by the Operator to the Contracting Authority free of cost on the Transfer Date.

(e) Confidentiality: All confidential information and documents (whether financial, technical or otherwise provided by either Party to the other shall not, unless compelled by law or the process of a Government Authority, be disclosed to any Person without the consent of the other Party with the exception of providing such information to legal advisors/auditors of the concerned party on a need-to-know basis. This covenant shall survive the Contract Period.

(f) Obligation to Cooperate: The Parties shall mutually cooperate with each other in order to achieve the objectives of this Agreement.

21.6. **Exclusion of Implied Warranties etc.**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

21.7. **Survival**

21.7.1. Termination shall:

(a) not relieve the Operator or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

21.7.2. All obligations surviving Termination shall survive to the extent necessary for giving effect to such rights and obligations

21.8. **Entire Agreement**

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

21.9. **Severability**

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be

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

21.10. **No Lease**

This Agreement shall not be interpreted or construed to confer lease-hold rights on the Operator by the Authority. It is therefore expressly clarified that this Agreement constitutes a legal licence given by the Authority to the Operator for the sole purpose of the fulfilment of the Operator's obligations as set forth in this Agreement.

21.11. **No partnership**

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any Agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

21.12. **Third Parties**

This Agreement is intended solely for the benefit of the Parties, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement, unless expressly provided in this Agreement.

21.13. **Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Parties and their lawful successors, as per the provisions of this Agreement.

21.14. Taking over Project Facility on Termination/Expiry of the Agreement

(i) Upon the expiry of the Agreement Period or earlier termination of the License for any cause/reason whatsoever, the Operator shall have no right, title, interest to use the said Project Facility. The Authority shall have undisputed right to make use of the said Project Facility at its discretion thereafter and also to grant license and/or further rights of the Project Facility to any third person or any other party (ies).

(ii) The Operator shall provide

   a. Database of the guests together with the details of the future bookings

   b. All logins/credentials for the social media, OTAs etc.

(iii) The Operator shall immediately cease all use of the Authority's name, brand and logo. The Operator shall have not right to represent itself as being associated with the Project Facility or the Authority thereafter. The Operator shall at its own cost remove all "Operated by [Operator Name]" signage, stickers and attribution materials from the Project Facility and elsewhere. The Operator must remove any mention of the Project Facility from its own

corporate website and promotional portfolios within 15 (fifteen) days except for the limited purpose of listing it as a "past project"

(iv) It will be lawful for the Authority without notice to enter upon the Project Facility after the revocation of the License on termination/expiry of this Agreement. The performance Security shall be refunded by the Authority to the Operator only on the revocation/cancellation/termination/expiry of the License Term after deducting /adjusting any existing dues including dues of damage, other charges, if any, and any other unpaid fee/charges due to the Operator.

(v) Revocation of the License and termination of this Agreement for any reason whatsoever shall not absolve the Operator from responsibilities, liabilities for damages and/or payments accrued prior to the Termination of this Agreement.

(vi) In case if for any reason whatsoever the Operator continues to occupy the Project Facility beyond the expiry of Agreement, damages @ 5 (five) times of the license fee for the first seven days of default, 10 (ten) times of the license fee for the next seven days of default (to be calculated on pro rata basis of license fee quoted for the duration of license) will be payable under this Agreement by way of liquidated damages. The Operator agrees that it is a reasonable estimate of the damage and the Licensee agrees to pay the same without any protest/demur.

(vii) Under no circumstances will the Operator be allowed to occupy the Project Facility or any of its allied infrastructure after the fourteen days of default and the same would be taken over by the Authority without any notice and in such a situation, the Operator will have no right to their items, if any, found in the Project Facility and the same will be disposed off at the cost and risk of the Operator.

21.15 Notices

Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by facsimile, by personal delivery or by sending the same by prepaid registered mail addressed to the Party concerned at its address stated in the title of this Agreement or the fax numbers set out below and/or any other address subsequently notified to the other Parties for the purposes of this clause 21.15 and shall be deemed to be effective (in the case of registered mail) 10 calendar days after posting, (in the case of facsimile) two Business Days after receipt of a transmission report confirming dispatch or (in the case of personal delivery) at the time of delivery.

If to Authority:

Address :

Tel: No.

Fax No.

Attention :

If to the Operator:

Address :

Telephone :

Fax :

Attention :

21.16 Language

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

21.15. Counterparts

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

21.16. Validity

This Agreement shall be valid for the entire Agreement Period .

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED

THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE

SIGNED ON BEHALF OF AUTHORITY (Signature) _____ (Name) (Designation)	SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF OPERATOR by the hand of its authorized representative (Signature) (Name) (Designation) pursuant to Resolution dated _____of its board of directors.

In the presence of

Witness:

(i) Name	Sign:	Date:	Place:
(ii) Name	Sign:	Date:	Place:

SCHEDULES OF THE AGREEMENT

SCHEDULE A -DETAILS OF THE PROJECT

Project Brief:

Name of the Project:

Background and History:

Project Facility Details

Particulars	Details
Land Area	
Total Built up area	
No of Rooms	
No of Floors	
Type of Construction	

Project Location:

Tourist Potential

Places to visit in the city

Nearest Place of Tourist Interest

Location:

East	
South	
West	
North	

Connectivity:

By Air –

By Rail –

By road –

Facilities Available:

Status of Operation:

Photographs of Facility

SCHEDULE B - FORMAT FOR BANK GUARANTEE

(Performance Security)

The General Manager,

Authority

WHEREAS:

(A). **** (the "Operator") and the Managing Director, UPSTDC Ltd, (the "Authority") have entered into a Agreement dated _____(the "Agreement") whereby the Authority has agreed to the Operator undertaking Operation and Maintenance of [XXXXX], located at [XXXXXXX] on , Management Contract basis (hereinafter referred to as the "Project"), subject to and in accordance with the provisions of the Agreement.

(B). The Agreement requires the Operator to furnish a Performance Security to the Authority in a sum of Rs _____ (Rupees _____)] (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Agreement Period (as defined in the Agreement).

(C). We, ***** through our Branch at ***** (the "Bank") have agreed to furnish this Bank Guarantee by way of Performance Security.

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

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

2. A letter from the Authority, under the hand of an Officer not below the rank of Manager in the Uttar Pradesh State Tourism Development Corporation Ltd, that the Operator has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Operator is in default in due and faithful performance of its obligations during the Operation Period under the Agreement and its decision that the Operator is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Operator, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Operator for any reason whatsoever.

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

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

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Operator contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Operator, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being givento the Operator or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

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

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, not later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Performance Security shall cease to be in force and effect from the date of the Agreement till the end of the agreement period or an earlier date if the Agreement is terminated as per any provision of the Agreement, and provided the Operator is not in breach of this Agreement. It will be revised every year as per the increase in annual license fee Upon request made by the Operator for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Operator, the Authority shall release the Performance Security forthwith.

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

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed

to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of one year or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Address)

SCHEDULE C - SPECIFICATION AND STANDARDS

1. Furnishing/renovation/upgradation shall include without limitation

a. Rooms and interiors

- Renovation of all guest rooms, including flooring, wall finishes, lighting, furniture, fixtures, and sanitary fittings.

b. Common Area

- Upgradation of lobby, reception, corridor areas, F&B dining spaces, common toilets, and service areas.

c. Exterior Works

- External façade refinement, painting/finishing.
- Landscaping and hardscape improvements (pathways, lighting, seating).

d. **Existing Infrastructure:** The Operator shall maintain and wherever required upgrade:

- Electrical power supply system and distribution
- DG backup (if existing)
- Water supply and plumbing systems
- Sewage and drainage systems
- Internal Pathways and circulation areas

e. Safety Systems

- Upgradation of fire-fighting and fire-safety systems to meet applicable norms
- Installation of upgradation of emergency signage, alarms and extinguishers

2. **Compliance with National Building Code (NBC)** provisions for areas impacted by renovation, such as fire safety, structural interventions, or additions.

3. **Compliance with Bureau of Indian Standards (BIS)** norms as applicable to materials, electrical systems, water supply, sanitation fixtures, and safety systems used in the upgradation.

4. **Compliance with building permissions and renovation approvals** required from local planning authorities.

5. The use of standards and specifications for use of material, construction technology and operations shall adhere to the national and international set of specifications and the best practices in the industry. The work will follow the latest standards, codes and recommendations of the Indian Bureau of Standards and/or other applicable standards, specifications, norms, codes etc. If any relevant/applicable code / standard / specification indicated is superseded by another code/ standard / specification, the latter will be applicable.

6. Defect and deficiency

a) In respect of any defect or deficiency, the Operator shall undertake repair or rectification in accordance with Good Industry Practice.

b) In respect of any defect or deficiency, the Authority may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Operator in accordance with Good Industry Practice and within the time limit specified by the Authority.

SCHEDULE D - LIST OF PROHIBITED ACTIVITIES

The following activities shall be strictly prohibited in the Project Facility:

1. Smoking and sale / purchase of tobacco products

2. Any activity which is prohibited by Laws, Regulations, Ordinances and the likes from the Central & State government

3. The Operator 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.

4. Usage of sound system will be subject to the extant rules and the applicable rules of the Noise Pollution Rules 2000 with regards to the permissible sound level shall be applicable

SCHEDULE E - ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the *** day of *** 20**.

AMONGST

1 [**** Limited], a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at **** (hereinafter referred to as the "Operator" which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

2 ****[name and particulars of Lenders' Representative] and having its registered office at *** acting for and on behalf of the Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Escrow Agreement (hereinafter referred to as the "Lenders' Representative" which' expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);

3 ****[name and particulars of the Escrow Bank] and having its registered office at ****(hereinafter referred to as the "Escrow Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and

4 UPSTDC Ltd, represented by Managing Director, and having its principal offices at Rajashri Purshottam Das Tondon Paryatan Bhavan, C13, Vipin Khand, Gomati Nagar, Lucknow, hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

(A). The Authority has entered into a Agreement dated *** with the Operator (the "Agreement") for Operation and Maintenance of [XXXXXX] on Management Contract basis, and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B). Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

(C). The Agreement requires the Operator to establish an Escrow Account, inter alia, on the terms and conditions stated therein.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Escrow Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Escrow Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"Agreement" means the Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Escrow Agreement for curing any breach or default of any provision of this Escrow Agreement by the Operator, and shall commence from the date on which a notice is delivered by the Authority or the Lenders' Representative, as the case may be, to the Operator asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Escrow Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"Parties" means the parties to this Escrow Agreement collectively and "Party" shall mean any of the Parties to this Escrow Agreement individually;

"Payment Date" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"Sub-Accounts" means the respective Sub-Accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out if due, and if not due in a month then appropriated proportionately in such month and retained in the respective Sub Accounts and paid out therefrom on the Payment Date(s).

1.2 Interpretation

1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Lenders.

1.2.2 The words and expressions beginning with capital letters and defined in this Escrow Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Escrow Agreement and not defined herein but defined in the Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Agreement.

1.2.3 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, mutatis mutandis, to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Operator hereby appoints the Escrow Bank to act as trustee for the Authority, the Lenders'

Representative and the Operator in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the

terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Operator hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority, the Lenders' Representative and the Operator, and applied in accordance with the terms of this Escrow Agreement. No person other than the Authority, the Lenders' Representative and the Operator shall have any rights hereunder as the beneficiaries of, or as third party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Escrow Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Operator, Lenders or the Authority with the Escrow Bank. In performing its functions and duties under this Escrow Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority, the Lenders' Representative and the Operator or their nominees, successors or assigns, in accordance with the provisions of this Escrow Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within 30 (thirty) days from the date of this Escrow Agreement, and in any case prior to the Effective Date, the Operator shall open and establish the Escrow Account with the **** (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Operator shall, after consultation with the Lenders' Representative, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Escrow Agreement and such mandates, terms and conditions, or procedures, this Escrow Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Operator. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the parties

The rights of the Authority, the Lenders' Representative and the Operator in the monies held in the Escrow Account are set forth in their entirety in this Escrow Agreement and the Authority, the Lenders' Representative and the Operator shall have no other rights against or to the monies in the Escrow Account.

3 DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposits by the Operator

3.1.1 The Operator agrees and undertakes that it shall deposit into and/or credit the Escrow Account

with:

(a) all monies received in relation to the Project from any source, including the Lenders Authority;

(b) all funds received by the Operator from its share-holders, in any manner or form;

(c) all User Fee levied and collected by the Operator;

(d) any other revenues from or in respect of the Project; and

(e) all proceeds received pursuant to any insurance claims.

3.1.2 The Operator may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Escrow Agreement shall apply to such deposits.

3.2 Deposits by Lenders

The Lenders' Representative agrees, confirms and undertakes that the Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the Project; provided that notwithstanding anything to the contrary contained in this Escrow Agreement, the Lenders shall be entitled to make direct payments to the contractors under and in accordance with the express provisions contained in this behalf in the Financing Agreements.

3.3 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Operator in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Agreement Period

4.1.1 At the beginning of every month, or at such shorter intervals as the Lenders' Representative and the Operator may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and pay out therefrom on the Payment Date(s):

(a) all taxes due and payable by the Operator;

(b) Annual License Fee due and payable to the Authority;

(c) all payments relating to renovation/upgradation/refurbishment of the Project Facility, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;

(d) O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;

(e) O&M Expenses incurred by the Authority, provided it certifies to the Escrow Bank that it had incurred such expenses in accordance with the provisions of the Agreement and that the amounts claimed are due to it from the Operator;

(f) monthly proportionate provision of Debt Service due in an Accounting Year;

(h) all payments and Damages certified by the Authority as due and payable to it by the

Operator pursuant to the Agreement;

(i) any reserve requirements set forth in the Financing Agreements; and

(j) balance, if any, in accordance with the instructions of the Operator.

4.1.2 Not later than 60 (sixty) days prior to the commencement of each Accounting Year, the Operator shall provide to the Escrow Bank, with prior written approval of the Lenders' Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Escrow Agreement, be appropriated and dealt with in the following order:

(a) all taxes due and payable by the Operator;

(b) outstanding Annual License Fee;

(c) all payments and Damages certified by the Authority as due and payable to it by the Operator pursuant to the Agreement, including any claims in connection with or arising out of Termination;

(d) outstanding Debt Service;

(e) incurred or accrued O&M Expenses;

(f) any other payments required to be made under the Agreement; and

(g) balance, if any, in accordance with the instructions of the Operator.

Provided that the disbursements specified in Sub-clause (e) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the Authority.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Escrow Agreement, the proceeds from all insurance claims, except life and injury, shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, renovation, reinstatement, replacement, improvement, delivery or installation of the Project Facility, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Escrow Agreement shall, until used or applied in accordance with this Escrow Agreement, be held by the Escrow Bank in trust for the

purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Operator and/or the Lenders' Representative as to the relevant Payment Dates), the Escrow Bank shall notify the Lenders' Representative of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Operator upon a certificate signed by or on behalf of the Operator;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 5 (five) business days after receipt, deliver a copy to the Lenders' Representative of any. notice or document received by it in its capacity as the Escrow Bank from the Operator or any other person hereunder or in connection herewith; and

(d) shall, within 5 (five) business days after receipt, deliver a copy to the Operator of any notice or document received by it from the Lenders' Representative in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 Following events shall constitute an event of default by the Operator (an "Escrow Default") unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority or the Lenders' Representative:

(a) the Operator commits breach of this Escrow Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days;

(b) the Operator causes the Escrow Bank to transfer funds to any account of the Operator in breach of the terms of this Escrow Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or

(c) the Operator commits or causes any other breach of the provisions of this Escrow Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Agreement.

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Escrow Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Operator in respect of the debt, guarantee or financial assistance received by it from the Lenders, or any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

The Operator may, by not less than 45 (forty five) days prior notice to the Escrow Bank, the Authority and the Lenders' Representative, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representative and arrangements are made satisfactory to the Lenders' Representative for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

The termination of this Escrow Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Operator and the Lenders' Representative made on or after the payment by the Operator of all outstanding amounts under the Agreement and the Financing Agreements including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub-Accounts and pay any amount standing to the credit thereof to the Operator. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary escrow agreement

The Lenders' Representative and the Operator shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, inter alia, for detailed procedures and documentation for withdrawals from Sub-Accounts pursuant to Clause 4.1.1 and for matters not covered under this Escrow Agreement such as the rights and obligations of Lenders, investment of surplus funds, restrictions on withdrawals by the Operator in the event of breach of this Escrow Agreement or upon

occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Escrow Agreement and in the event of any conflict or inconsistency between provisions of this Escrow Agreement and such supplementary escrow agreement, the provisions of this Escrow Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

9.1.1 The Operator will indemnify, defend and hold the Authority, Escrow Bank and the Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Operator of any of its obligations under this Escrow Agreement or on account of failure of the Operator to comply with Applicable Laws and Applicable Permits.

9.1.2 The Authority will indemnify, defend and hold the Operator harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfil any of its obligations under this Escrow Agreement materially and adversely affecting the performance of the Operator's obligations under the Agreement or this Escrow Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

9.1.3 The Escrow Bank will indemnify, defend and hold the Operator harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfil its obligations under this Escrow Agreement materially and adversely affecting the performance of the Operator's obligations under the Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2. Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

10. Dispute resolution

10.1.1 Any dispute, difference or claim arising out of or in connection with this Escrow Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration

shall be held in accordance with the Rules of Arbitration of the International Centre for Alternate Dispute Resolution, New Delhi (the "Rules") or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

10.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Lucknow and the language of arbitration shall be English.

11. MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Escrow Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Lucknow shall have jurisdiction over all matters arising out of or relating to this Escrow Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Escrow Agreement constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Escrow Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Agreement and this Escrow Agreement, the provisions contained in the Agreement shall prevail over this Escrow Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Escrow Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Escrow Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Escrow Agreement;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Escrow Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Escrow Agreement or any obligation thereunder nor time or ether indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third party beneficiaries

This Escrow Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 Survival

11.7.1 Termination of this Escrow Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Escrow Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Escrow Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Escrow Agreement.

11.8 Severability

If for any reason whatever any provision of this Escrow Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Escrow Agreement or otherwise.

11.9 Successors and assigns

This Escrow Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile. The address for service of each Party and its facsimile number are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business

day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorized representatives

Each of the Parties shall, by notice in writing, designate their respective authorized representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorized representative by similar notice.

11.13 Original Document

This Escrow Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Escrow Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS ESCROW AGREEMENT

AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of

OPERATOR by: LENDERS by the

Lenders' Representative:

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)

(Fax No.) (Fax No.)

SIGNED, SEALED AND SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of

ESCROW BANK by: DTTDC OF [***] by:

(Signature) (Signature)

(Name) (Name)

(Designation) Designation)

(Address) (Address)

SCHEDULE F–QUARTERLY STATEMENT OF GROSS REVENUE

Project: Quarter_____:From___To_____

Monthly Statement			
Revenue Stream	For Corresponding Month___Previous Year of	For Preceding Month_____	For the Month _____Reported Upon
	Fee Collected	Fee Collected	Fee Collected
Total			

Cumulative Quarterly Statement for Financial Year		
Revenue Stream	For the Quarter _____Reported Upon	Total Fee Collected Till Date
	Fee Collected	Fee Collected
Total		

SCHEDULE G - OPERATION & MAINTENANCE REQUIREMENTS

The Operator shall, at all times, operate and maintain the Project in accordance with the provisions of the Agreement, Applicable Laws and Applicable Permits. In particular, the Operator shall, at all times during the Agreement Period, conform to the maintenance requirements set forth in this Schedule-G (the "**Operation and Maintenance Requirements**").

The Operator shall repair or rectify any defect or deficiency Replacement or Restoration set forth below within the time limit specified therein and any failure in this behalf shall constitute a breach of the Agreement. Upon occurrence of any breach hereunder, the Authority shall be entitled to recover Damages, without prejudice to the rights of the Authority under the Agreement, including Termination thereof.

Repairs/Rectification of defect and deficiencies

a) The Operator shall at its own costs, promptly and diligently, repair, replace or restore any of Project Facilities and Services or part thereof which may be lost, damaged, or destroyed for any reason whatsoever.

b) The obligations of the Operator in respect of Operation and Maintenance Requirements shall include repair and rectification of the defects and deficiencies in the Project within reasonable time limit in accordance with Good Industry Practices.

c) The Operator shall at all times maintain an adequate inventory of spares and consumables to meet the Maintenance Requirements.

Replacement of Equipment

The Operator shall at its cost, plan for replacement of equipment well ahead of time when the utility thereof is reasonably expected to expire and replace the equipment in accordance with Good Industry Practice so as to ensure that the quality of Project facilities and Services are commensurate with the Scope of Work, at all times during the Agreement Period. If any equipment deployed/ provided by the Authority becomes obsolete, the Operator, after taking prior approval from the Authority, shall replace the equipment at its own cost. The replaced equipment shall be safely returned to the Authority.

Emergency repairs/restoration

Notwithstanding anything to the contrary contained in this Schedule-G, if any defect, deficiency or deterioration in the Project poses a hazard to safety or risk of damage to property, the Operator shall promptly take all reasonable measures for eliminating or minimizing such danger.

Safety

Any fault in the electrical equipments like switches, receptacles, wiring etc. shall be identified, tested and repaired within 24 hours of detection to prevent accidents

Operational Requirements

Information signages and display boards shall be visible, legible and functional. These shall be cleaned once in a week. Damaged signages and boards shall be replaced, repaired within seven days of detection.

Electric Meter – Operator shall check all meters once in a month time to ensure that they are functioning and are showing correct readings

Standby Power Supply – Operator shall have arrangement of standby power supply by DG sets which should be available 24 hours.

Cleanliness

i Operator shall ensure that the Project Facility areas are clean
ii Operator shall arrange for dustbins in Project Facility areas to minimize littering from Users of the Project Facility
iii There should be regular sweeping of the Project Facility areas multiple times in a day to ensure cleanliness
iv While cleaning the Project Facility, Operator shall make sure that the dump shall not be thrown in open areas, except any area which is designated by the Authority for such purpose
v Operator shall follow adequate waste management and disposal methods for waste generated from Project Facility operations

Safety Guidelines

i) **System integrity:** In the furnishing plan of the Project, particular care shall be taken to minimise the likely incidence of failure.
ii) **Safety management:** A safety statement shall be prepared by the Operator once every year to bring out clearly the system of management of checks and maintenance tolerances for various elements comprising the Project and compliance thereof. The statement shall also bring out the nature and extent of staff training and awareness in dealing with such checks and tolerances.
iii) **Emergency:** A set of emergency procedures shall be formulated to deal with different emergency situations and the operations staff shall be trained to respond appropriately during emergency through periodic simulated exercises.
iv) **Fire safety**
   i. To prevent fire in the Project, the Operator shall use fire resistant materials and shall avoid use of materials which are to some extent flammable, or which emit smoke and harmful gases when burning.
   ii. To deal with incidents of fire, the Operator shall provide an extinguisher/a hydrant based fire-fighting system
v) **Surveillance and Safety Manual:** The Operator shall, no later than 10 (ten) days prior to Commercial Operation Date, evolve and adopt a manual for surveillance and safety of the Project, in accordance with Good Industry Practice, and shall comply therewith in respect of the security and safety of the Project, including its gate control, sanitation, fire prevention, environment protection
vi) **Watch and Ward** The Operator shall, at its own expense and in accordance with Good Industry Practice, provide and maintain all lighting, fencing, watch and ward arrangements for the safety of the Project and all persons affected by it.

Other Maintenance Requirements

The Operator shall at all times ensure that:

a) the hours of availability of all services provided by the Project Facilities conform to Good Industry Practice and are posted on its website;

b) all the Hospitality and Associated Services, as may be required in accordance with Good Industry Practice and Applicable Laws, are available 24 (twenty four) hours a day and on all days in a year;

c) the rooms are clean, hygienic and ensure pleasant and healthy environment for its Users;

d) all recreational amenities and infrastructure services are in working condition and are readily available for use to its Users.

e) proper room service is provided to maintain cleanliness & hygiene of Project Facilities;

f) there is adequate lighting within the Project in conformity with the Specifications and Standards; and

g) Hospitality and Associated Services are carried out in a manner that it conforms to the environment standards prescribed under Applicable Laws and Applicable Permits.