RFP for

Selection of Agency

for

Operation & Maintenance of Boat Jetty on the Bank of River Saryu, Ayodhya, Uttar Pradesh

Issued by:
Managing Director
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DISCLAIMER

1. The information contained in this Request for Proposal document (the "RFP) or subsequently provided to interested parties (Applicants/ Bidders), whether verbally or in documentary or in any other form by or on behalf of Uttar Pradesh State Tourism Development Corporation, (hereinafter referred to as "**UPSTDC**" or "the Corporation" or "the Authority") or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. UPSTDC has prepared this document to give interested parties background information on the Project. While UPSTDC have taken due care in the preparation of the information contained herein and believe it to be accurate, neither UPSTDC nor any of its authorities or agencies are not responsible for the completeness or accuracy of the information contained in this document.
3. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information in submitting their Proposal. The information is provided on the basis that it is not binding on UPSTDC, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. UPSTDC reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party expressing interest.
4. No reimbursement of cost of any type will be paid to persons or entities expressing interest

Managing Director,

UPSTDC

Request for Proposal

1. Background

1.1 Uttar Pradesh State Tourism Development Corporation Ltd. (UPSTDC) is a Government of Uttar Pradesh undertaking responsible for tourism infrastructure development and promotion of tourism across the State.

1.2 In order to promote tourism specifically water sports in River Saryu, UPSTDC has built a Jetty at the bank of River Saryu, Ayodhya, Uttar Pradesh. The Project/Site details are mentioned at Appendix - 1.

1.3 The facility is intended for operation & berthing of boats/ships etc. for activities connected with Water Sports/Tourism/Hospitality etc.

1.4 UPSTDC intends to allot the Jetty on license basis for operation & maintenance for a period of 5 years.

2. Selection of Agency

2.1 UPSTDC has decided to carry out a two-part bidding process, comprising of namely, Technical Bid and Price Bids (collectively referred to as the" Bidding Process") from interested Agencies/ Bidders for selection of an Agency to whom the Project will be awarded.

2.2 Only those Bidders, whose Technical Bids qualify in terms hereof will be eligible for opening and evaluation of their Price Bids.

2.3 This RFP contains information about the Project, Bidding Process, Bid submission, Qualification, and Financial Proposal requirement.

2.4 The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date ("Bid Validity Period").

2.5 Interested Firms/ Companies who are able to comply with the requirements may submit the tender duly filled in and supplemented with all relevant documents to UPSTDC for further processing as per laid procedures. Tender not completed in any respect are liable to be rejected summarily.

2.6 Interested Bidder can submit their application only through online mode.

2.7 The Project shall be awarded to the Bidder who submits the best financial bid as defined in this RFP

2.8 The bidders are advised to submit the bids well in advance of the deadline. UPSTDC will not be liable or responsible for non-submission of the bids or submission of incomplete bid on account of any technical glitches or any problems in connectivity services used by the bidder.

2.9 Any award of Contract pursuant to the Bidding Process shall be subject to the terms and conditions of Bidding Documents.

3. Calendar of Events

Sl. No.	Particulars	Date & Time*
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	18/06/2026
2.	Last date of Receipt of any query in relation to tender documents	25/06/2026 at 12.00 Noon
3.	Pre-Bid Meeting	25/06/2026 at 04.00 PM
4.	Bid submission start date (Online)	18/06/2026 at 09.00 AM
5.	Last date of submission of Bid online	09/07/2026 at 12.00 Noon
6.	Bid opening date for Technical Proposals (Online)	09/07/2026 at 04.00 PM
7.	Opening of the Financial Proposal (Online)	To be informed

Note: The Corporation may at its discretion change the above time schedule by issuing an Addendum. UPSTDC reserves the right to modify the said schedule of the Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

4. Instruction to Bidders

4.1 The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.

4.2 Bidders should provide all the information as per the RFP and in the specified formats. Client reserves the right to reject any Proposal that is not in the specified formats.

4.3 In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

4.4 The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on e-Tender portal https://etender.up.nic.in.

4.5 **Please note that prices should not be quoted in the technical bid. Prices should be quoted in the financial bid only**

4.6 **All the documents of the Proposal under this RFP shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page.** All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal.

4.7 The Bidder shall submit a Power of Attorney as per the format enclosed at Annexure-V, authorizing the

signatory of the Bid to commit the Bidder.

4.8 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The bids shall be unconditional, firm, and irrevocable

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

4.10 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 date of bidding, would not be eligible to submit a Bid.

4.11 A Bidder including any Associate should, in the last 3 (three) years, have neither failed to perform on any contract (except due to Force Majeure Event), as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate thereof, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate thereof.

4.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in the English language.

4.13 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, Corporation shall forfeit and appropriate the Bid Security or Performance Security (in case of Successful Bidder, after the Project is awarded to it), as the case may be, as mutually agreed on genuine pre-estimated loss and damage likely to be suffered and incurred by the Corporation and not by way of penalty for, inter alia, the time, cost and effort of Corporation, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Corporation hereunder or/and the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; or

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

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

iv. such Bidder has participated as a consultant to Corporation in the preparation of any documents, design, or technical specifications of the Project.

For 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"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

4.14 The bid submission module of e-procurement website http://etender.up.nic.in enables the Bidders to submit the Proposal online in response to this RFP published by the Client. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.

5. Eligibility Criteria

5.1 The Bidder may be Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company/ Limited Liability Partnership. Consortium/ joint venture shall not be allowed.

5.2 The Bidder should have a minimum annual average turnover from operation/management of jetty/waterfront terminal operations, passenger boating services, ferry services, tourism boat/cruise services, lake/river boating faciltiies of at least Rs 75 lakhs in last 3 financial years preceding the Bid Due Date.

5.3 The Bidder shall have positive net worth as per latest audited financial statements and shall not be under insolvency, liquidation, or similar proceedings.

5.4 The Bidder must also possess the following:

5.4.1 GST Registration

5.4.2 PAN Card

5.4.3 Documentary proof in favour of nature of legal entity:

a) In case of Proprietorship firm: Please enclose Trade License/Shop & Establishment Certificate along with Aadhar card of Proprietor

b) In case of Partnership Firm, registered under the Partnership Act., 1932 – Please enclose details of partners, details of their business and partnership deed etc. duly attested by Notary.

c) In case of Company – Please enclose Memorandum and Articles of Association along with certificates of incorporation

d) In case of LLP – Please enclose LLP Agreement along with Certificate of Incorporation of LLP

5.4.4 The Bidder should have experience during the last five (5) years in operation, management, maintenance, or commercial handling of any one or more of the following:

5.3.5.1 Jetty/waterfront terminal operations

5.3.5.2 Passenger boating services;

5.3.5.3 Ferry services;

5.3.5.4 Tourism boat / cruise services;

5.3.5.5 Lake / river boating facilities;

5.5 Any bidder who has been blacklisted, debarred, convicted of fraud or found guilty of serious misconduct by any Government department, PSU, statutory authority, or court during the preceding three years may be declared ineligible.

5 Clarifications

6.1 UPSTDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, UPSTDC reserves the right to not respond to any question or provide any Clarification, in its sole discretion.

6.2 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 RFP.

7 Amendment of RFP

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

7.2 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Corporation may, at its own discretion, extend the Bid Due Date.

8 Right to accept and to reject any or all Bids

8.1 Notwithstanding anything contained in this RFP, UPSTDC reserves the right to accept or reject any bid and to annul the Bidding Process and reject all Bids at any time during the Bidding Process without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

8.2 The Corporation reserves the right to reject any 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 specified by the Corporation, the supplemental information or clarification sought by the Corporation 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 successful Bidder gets disqualified / rejected, then the Corporation reserves the right to take any such measure as may be deemed fit in the sole discretion of the Corporation, including annulment of the Bidding Process.

The Corporation 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 the Corporation, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Corporation shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Corporation there under.

9. Language

9.1 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations in the English language. 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.

10. Uploading of the Bid

10.1 Technical Bid: The Bidder shall submit the Technical Bid in the formats specified in respect thereto

i) Letter Comprising the Bid in the form and manner as described in Annexure I.

ii) Details of the Bidder in the form and manner as described in Annexure II.

iii) Technical Capacity of the Bidder in the form and manner as described in Annexure III along with proof of experience (Bidder should have experience as per clause 5.3.5).

iv) Financial Capacity of the Bidder in the form and manner as described in Annexure IV .

v) Power of Attorney authorizing the signatory of the bid to commit the Bidder and in the format as specified in Annexure V.

vi) Statement of Legal Capacity of the Bidder in the form and manner as described in Annexure VI.

vii) Scan copy of the receipt of online payment of Tender Fee and EMD/ Bid Security.

viii) Documentary Proof in favour of nature of bidder's legal entity as per Clause 5.4.3

ix) GST Registration Certificate

x) PAN Card

xi) Undertaking to the effect that the bidder has not been blacklisted, debarred, convicted of fraud, or found guilty of serious misconduct by any Government department, PSU, statutory authority, or court during the preceding three years. The undertaking shall be submitted in the form of an affidavit on a stamp of Rs 100/- and shall be duly notarized.

The Corporation shall not consider bid/s which are lacking in terms of the above mentioned information.

10.2 Financial/Price Bid: The Bidder shall directly submit all-inclusive financial quotes as its Financial Bid online in the BOQ format. The Financial Bid should need not to be submitted in hard copy. Submitting the same with technical bid will lead to automatic disqualification.

11. Queries

The queries must be submitted to the following address:

The Managing Director
Uttar Pradesh State Tourism Development Corp. Ltd.
Rajarshi Purshottam Das Tandon Paryatan Bhavan,
C-13, Vipin Khand, Gomti Nagar, Lucknow, Uttar Pradesh.
Ph: +91-522-2308993
Fax: 91-522-2308937, 2307074
E-mail: md@upstdc.co.in

12. Financial Proposal/ Bid Variable/ Price Bid

12.1 The Bidder shall submit its financial quotes as its Financial Bid online in the BOQ format.

12.2 Bidder quoting the highest price subject to a minimum reserve (as specified at Appendix - 2) shall be selected as Successful Bidder or Selected Agency.

12.3 The Minimum Reserve Price (Minimum Monthly License Fee) for operations and maintenance of Jetty boat is provided in Appendix -2. A bidder participating in the bid shall have to quote in excess of the Minimum Reserve Price.

12.4 The Price Bid to be quoted by the Bidder is subject to escalation at the rate of 10% per annum.

12.5 The Price Bid to be quoted by the Bidder shall be exclusive of GST and the same shall be payable at applicable rate along with the License Fee to the Authority.

13. Bid Validity

13.1 Bids shall remain valid for a period of 120 days (one hundred twenty days) after the Bid Due Date (herein the "Bid Validity Period"). A Bid having lesser validity period than the prescribed Bid Validity Period shall be summarily rejected by the Corporation as non-responsive.

13.2 Prior to expiry of the Bid Validity Period, the Corporation may request the Bidders to extend the Bid Validity Period for a specified additional period.

14. Tender Fee & Bid Security

14.1 The Bidder shall furnish, as part of its Bid, a Tender Fee equivalent to Rs. 2,360/- (Rupees Two thousand three hundred and sixty only)

14.2 The Bidder shall furnish, as part of its Bid, a Bid Security/EMD equivalent to Rs. 50,000.00 (Rupees Fifty Thousand only).

14.3 Tender Fee and EMD/Bid Security has to be paid through RTGS/NEFT at the below mentioned account details and the scanned copy of receipt of payment should be attached along with the technical bid:

Name of Beneficiary: UPSTDC Ltd

Name of Bank and Branch: Canara Bank, Vipin Khand, Gomti Nagar Lucknow

Account Number: 2405101006659

IFSC Code: CNRB0002405

14.4 The Tender Fee is non-refundable.

14.5 The EMD/Bid Security of the selected Bidder will be returned after due Performance Security has been furnished.

14.6 The EMD of the selected Bidder may be forfeited if the organization fails to sign the contract in accordance with the terms and conditions.

14.7 The Bid Security of unsuccessful Bidders shall be returned after signing of Contract Agreement with the successful bidder.

14.8 The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Corporation under the Bidding Documents and/ or under the Contract Agreement, or otherwise, under the following conditions:

a) If a Bidder submits a non-responsive Bid;

b) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Corporation;

c) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.

d) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;

e) If the Bidder does not accept the correction of errors in its Bid, pursuant to Clause 19 hereof;

f) In the case of the Successful Bidder, if the Bidder fails within the specified time limit to

   a. To sign and return the duplicate copy of LOI;

   b. Furnish the Performance Security;

   c. Sign the Contract Agreement;

g) any other conditions, for which forfeiture of Bid Security has been provided under this RFP.

15. Opening of Bid

15.1 UPSTDC shall open the Bids of those Bidders who have successfully submitted their bids online and will evaluate the bid.

15.2 The Financial Bids of only the Eligible Bidders i.e. technically qualified based on the criteria will be considered for evaluation on the intimated date. The Financial Bids will be opened in the presence of the representatives of the Eligible Bidders that choose to be present.

16. Examination of Technical Bids

16.1 UPSTDC will determine responsiveness of the Technical & Financial Bid

16.2 A substantially technical bid is one which conforms to all the terms & conditions of the bid and the bidder has submitted all the relevant papers as per the requirements of this RFP

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

17. Evaluation Process

17.1 Only those Bidders whose Bids are found responsive in terms hereof and meet the eligibility criteria specified in this RFP above shall qualify for opening of their Financial Bid. Bidders whose bid does not meet the aforesaid qualification criteria shall be rejected.

17.2 All claims to be supported by relevant documents / certificates. Onus of substantiating claims lies with the bidder.

18. Evaluation and Comparison of Financial Bids

18.1 UPSTDC will evaluate and compare only those Financial Bids which are determined to be substantially responsive

18.2 Financial Proposal of the bidders qualifying in the evaluation of Technical specification will be evaluated. The bidder who has qualified in the Technical Specification evaluation and returns with highest quote (H1) in financial bid would normally be awarded the contract subject to Post Qualification

19. Correction of Errors

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

a) Where there is a discrepancy between number and words, the number in words will prevail over the number in figures, to the extent of such discrepancy

b) The number stated in the Financial Bid will be adjusted by UPSTDC in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected number in respect of its Bid quote, his Bid will be rejected, and his Bid Security may be forfeited.

20. Award Criteria

20.1 Subject to the provisions of this RFP, UPSTDC will award the Project to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the best Bid Price, provided that such Bidder has been determined to be eligible in accordance with the criteria specified in this RFP.

20.2 In the event that two or more Bidders quoted the same price, the Corporation shall identify the selected Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend

21. Corporation's Right to accept any Bid and Reject any or all Bids

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

22. Performance Security

22.1 The Selected Bidder shall pay Interest Free Security Deposit/ Performance Security of an amount equivalent to three months License Fee (as quoted by the Selected Bidder) in the form of bank Guarantee/FDR.

22.2 Interest Free Security Deposit / Performance Security will be refunded after successful completion of the full term of the License period and also in case of surrender of license after lock in period as per the provisions of the Agreement, after adjusting any dues payable to the Authority and after final settlement, without consideration of any interest after completion of License Agreement.

22.3 The Authority reserves the right for deduction of the Licensee dues from Security Deposit / Performance Security for –

22.3.1 Any penalty imposed by the Authority for violation of any terms and conditions of agreement committed by the Licensee.

22.3.2 Any amount which the Authority becomes liable to the Government / Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.

22.3.3 Any payment/ fine made under the order/judgment of any court/consumer forum or law

enforcing agency or any person duly empowered in his behalf.

22.3.4 Any outstanding payment/ claims (including license fee, utility bills etc.) of the Authority remaining due after completion of relevant actions as per agreement.

22.4 Once the amount under above Clause is debited, the Licensee shall replenish the Interest Free Security Deposit/ Performance Security to the extent the amount is debited within 15 days period after intimation of such debit, failing which, it shall be treated as Licensee Event of Default and will entitle the Authority to deal with the matter as per the provisions of RFP and License Agreement

23. Payment of License Fee

23.1 Monthly License fee plus applicable taxes for area licensed out by the Authority shall paid on monthly basis before the 7th day of each month.

23.2 The License Fee shall become payable from the date of commencement of commercial operations or from 30 days of signing of agreement whichever is earlier.

23.3 The License Fee shall be paid in advance on monthly basis. The License Fee will be escalated @ 10% annually.

23.4 The Licensee shall make payment of the license fee and other dues to The Authority by E-Mode i.e. RTGS/NEFT in the designated bank account of the Authority.

23.5 The Licensee shall voluntarily and unequivocally make all payments to the Authority as may be due before the due date, without waiting for any formal advice/invoice from the Authority.

23.6 All the due payments must be made on or before due date.

23.7 Non-payment of License Fee and other dues within the prescribed date shall constitute Material Breach of Contract and Licensee Event of Default and shall entitle The Authority to terminate the License Agreement as per provisions stipulated in the License Agreement.

23.8 Besides, for any delay in payments of the amount from the due date, the Licensee shall pay an interest @ 18% per annum on the amounts of License Fee and other dues on daily basis, for each day of delay until the dues are finally paid

23.9 In case payment is not made by due date, a 15-day notice to cure the Licensee's Event of Default shall be issued. In the event of Licensee failing to cure the Default within Fifteen (15) days' notice period, The Authority shall be entitled to terminate the License Agreement with 30 days' advance notice and shall be free to forfeit Security Deposit/Performance Security and take other such action available to it under this Agreement and as per law.

23.10 In no case, due payments to The Authority shall be allowed to remain outstanding and unpaid for a period of more than 60 days. If at any stage, the dues remain unpaid and outstanding for the period of more than 60 days, the License agreement be terminated after giving notice to the Licensee and Security Deposit / Performance Security and advance license fee received, if any, shall stand forfeited in favour of The Authority after adjustment of any dues payable to The Authority by the Licensee.

23.11 Security Deposit/Performance Security shall be forfeited on termination of contract due to any event of default by the licensee after adjustment of any dues payable by the Licensee to The Authority.

23.12 The measures available under this RFP are in addition to alternatives available to UPSTDC under law including recovery of dues as arrears of land revenue etc.

24. Scope of Work of the Selected Agency

24.1 The Selected Bidder shall be responsible for operation and maintenance of Boat Jetty.

24.2 The Selected Bidder shall provide safe berthing, docking, mooring, embarkation and disembarkation of passenger boats, tourist boats, ferry boats, water sports boats/equipments and

other permitted vessels.

24.3 The Selected Bidder shall ensure smooth operation of water sports activities from the jetty.

24.4 Any other allied boating, tourism, passenger facilitation, or public utility purpose specifically approved in writing by the Authority.

24.5 The Licensee shall permit the operation of boats/cruises/ferries/permitted vessels form the jetty on payment basis.

24.6 The Selected Bidder shall ensure provision of passenger amenities such as seating, drinking water, help desk, signage, first aid, life jackets, safety equipment, and other convenience facilities

24.7 The Licensee shall ensure that all boats, ferries, catamarans, cruise vessels, and any watercraft operated from the Jetty are duly registered, surveyed, certified, and permitted under all applicable laws, including the Inland Vessels Act, 2021, rules framed thereunder, and all directions issued by competent authorities. No vessel without valid statutory approval shall be permitted to operate from the Jetty.

24.8 The Licensee shall deploy only trained, competent, medically fit and support personnel possessing valid qualifications and permissions as may be required under applicable law.

24.9 The Licensee shall be solely responsible for passenger safety within the jetty premises including regulated boarding and disembarkation, crowd management and enforcement of safety protocals such as mandatory use of life jackets and adherence to notified passenger capacity limits at the point of embarkation. The Selected Bidder shall display approved branding, tourism promotion material, route information, tariffs, statutory notices, and safety instructions in the manner approved by the Authority

24.10 The Licensee shall establish and maintain an emergency response system including trained personnel, rescue equipment, coordination with local administration and incident reporting protocols.

25. Terms & Conditions

25.1 UPSTDC reserves the right to withdraw or include any item without assigning any reason thereof.

25.2 UPSTDC reserves the right to reject the Application of any Applicant who is a defaulter to UPSTDC, Uttar Pradesh Tourism Directorate, any Government department/PSU in respect of payment of dues.

25.3 The proposal shall be submitted in a structured format with page numbers on every page. Each page of the application should be signed by person(s) on behalf of the organization having necessary Authorization / Power of Attorney to do so, duly affixing the company seal. Applications containing false or inadequate information are liable for rejection. (Authorization Letter from the company should be furnished along with the application)

25.4 The evaluation of the applications for Shortlisting shall be carried out by the committee constituted for the purpose.

25.5 Any un-authenticated, alterations, erasures, overwriting, blanking out or discrepancies may render the tender submission invalid. The evaluation of the response will only be based on the documents submitted and the evaluation committee reserved the right to
relax the evaluation criteria.

25.6 Proposals submitted by E-mail or any form other than mentioned above will not be acceptable and liable for rejection by UPSTDC.

25.7 The Bidder at his own cost, responsibility and risk is encouraged to visit and examine the site and obtain all information that may be necessary for preparing the bid and entering into a contract before submitting its offer.

25.8 It would be deemed that prior to submission of bid, the bidder has made a complete and careful study of the existing conditions including but not limited to (a) the site conditions; (b) condition of building/structure (c) condition of the access road & surroundings and has assessed the extent of the work/construction requirements to utilize the allotted property for utilization. It is also deemed that they are fully aware of all the applicable laws and applicable permits pertaining to the purpose for which they intent to use the premises. The UPSTDC shall not be liable for any mistake or error or neglect by the bidder in respect of the above. The tendered asset is offered on as-is where-is basis. The bidder is expected to examine carefully the contents of the bid documents.

25.9 The intending Bidder shall clearly understand that whatever the outcome of the present invitation of bids, no cost of bidding shall be reimbursed by the Corporation. The Corporation reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any tenderer at any stage of bidding.

25.10 Conditional/ incomplete tender will not be accepted under any circumstances.

25.11 All bids shall be quoted exclusive of applicable taxes and duties.

25.12 Selected Bidder shall have to enter into a suitable agreement with the Corporation. The Agreement will be signed within 15 days of issue of LoA (Letter of Award) after submission of Performance Security.

25.13 The 5-year license period will commence from the date of signing of the agreement.

25.14 Licensee should take over the property within 07 days of date of signing of the agreement. Failure to take over the licensed property on or before the due date will not entitle the licensee for any remission in the license fee for delayed taking over of property.

25.15 The Licensee shall within maximum period of 30 days of signing of the Agreement, operationalize the Project. Operationalization of the Project shall mean commercial operation of the Permitted Activities.

25.16 The Licensee shall be responsible for marketing, promotion and business development of the Project at its own cost.

25.17 The Licensee shall operate the Project under the brand of UPSTDC. It is essential to prominently display UPSTDC's official signage, logo and branding at the Project Site- the cost of which shall be borne by the Licensee.

25.18 The Licensee shall have the right to determine and revise tariffs for boating, water sports, tourism activities and other permitted service operated from the jetty subject to provisions below:

- **25.18.1** The initial tariff structure shall be submitted to the Authority prior to commencement of commercial operations for information
- **25.18.2** Any revision in tariffs shall be communicated to the Authority atleast 07 (seven) days in advance
- **25.18.3** The Authority reserves the right to review and in case of excessive or unreasonable pricing affecting public interest, direct the Licenses to suitably modify the tariffs
- **25.18.4** The Licensee shall prominently display approved tariffs at the jetty, ticketing counters etc.
- **25.18.5** The Licensee shall not levy any charges not duly disclosed in the tariff schedule

25.19 What is tendered and allotted under this tender is only a license to use the property and the licensee does not have right to possess the property to the exclusion of UPSTDC. The property is only temporarily allotted on license basis for period as stated in section 25.12 of this document. The license is not automatically renewable. Any further extension, if at all, is at the sole discretion of the UPSTDC Administration. Allotment of property does not in any manner confer any right whatsoever over continued occupation / stay in the licensed property. UPSTDC reserves the right to terminate the license at any time after giving one month notice for vacating the property.

25.20 The rights proposed to be granted under this RFP and the consequent Agreement shall constitute only a limited, non-transferable, revocable commercial license to operate and maintain the Boat Jetty during the license period. Nothing contained herein shall be construed as creating any tenancy, leasehold interest, easement, ownership right, possessory right, or any other interest in favour of the Selected Bidder over the Project Site or any part thereof. The possession and control of the Project Site shall at all times remain with Uttar Pradesh State Tourism Development Corporation Ltd.

25.21 The Project Site shall be utilized only for Permitted Activities and for the purpose for which the licensed property has been allotted/licensed. If it is noticed that it is being used for purposes other than what has been specifically permitted then the license shall be terminated.

25.22 The operation of Boat Jetty shall not cause any harm to environment and the surrounding area and people.

25.23 The Boat Jetty must be maintained in proper condition and should be free of visible damage including but not limited to rust, dents, cracked or broken floor and chipped paint.

25.24 The Licensee has to bear all operational & other costs including utility charges towards operation, maintenance, and management of the facilities.

25.25 The licensee shall bear all cost and expenses related to procuring any NOCs, permissions or clearances from the competent authorities.

25.26 The licensee shall bear all cost and expenses related to utilities such as electricity, water etc including the utility connection and bills. Cost and expenses for daily cleaning, electricity, water and other expenses related to the upkeep of the entire premises shall be borne by the Licensee.

25.27 The Licensee shall be responsible for timely payment of electricity bills, water bills and other utility services obtained.

25.28 The Licensee shall not be allowed to undertake any permanent construction work at the Project Site. Only minor works of temporary nature shall be allowed at the Project Site after due permission from UPSTDC.

25.29 The Authorized officials of the UPSTDC with or without workmen or others will have the liberty to enter the licensed property at all times to view the conditions and state thereof or for any other reason.

25.30 The Selected Bidder shall deploy adequate qualified and experienced staff. The Licensee shall ensure the Project Staff is in proper uniform and well-mannered. The Licensee shall be solely responsible for all acts and actions of the staff deployed and for ensuring compliance with relevant employment/labour laws, regulations and other statutory requirements including but not limited to

salary, provident fund, gratuity insurance, medi-claim etc. UPSTDC shall not have any responsibility in this respect whatever.

25.31 The Selected Bidder must strictly comply with all applicable labour laws, rules and regulations in force including but not limited to EPF act, ESI Act, Minimum Wages Act etc. In matters related to labour laws and other statutory compliances, UPSTDC will not bear any responsibility. The Licensee shall indemnify UPSTDC for any loss and damages suffered due to violation of its provision.

25.32 The Boat Jetty shall comply with fire and safety norms. It must include Fire Extinguishers, First Aid Kit. Electrical wiring must conform to safety norms.

25.33 The License of the Project Site will be provided on the as-is-where-is basis. Any additional requirements with respect to power and water will need to be taken up by the Licensee at its own cost.

25.34 The Selected Bidder shall be responsible for procuring all the permissions/licenses etc. required from the statutory/regulatory/civic authorities concerned, to be able to use the offered space for intended business activities will be sole responsibility of the successful bidder. The Licensor shall not be responsible for any such procurement and shall not entertain any claims in this regard.

25.35 The Licensee shall comply with the provisions of all applicable statutes, ordinances, rules and regulations of central, state governments, municipal bodies and any directions issued by a court of law, from time to time. The Licensee is responsible for adhering to statutory norms and regulations laid down by any statutory body of the Central/State Government in connection with operation of the Project.

25.36 The Licensee shall not assign, sub-license, subcontract, franchise, transfer, mortgage, or otherwise part with possession or operational control of the Project Site or any rights under the Agreement without prior written approval of the Authority.

25.37 The Licensee shall maintain true and proper books of accounts, ticketing records, digital transaction records, passenger manifests, and operational data. The Authority or its authorized representatives shall have the right to inspect, verify, audit, and examine the same at any reasonable time.

25.38 The Licensee shall submit monthly revenue report share data to UPSTDC.

25.39 The Authority or its authorized officers may inspect the Project Site, vessels, records, safety systems, utilities, staff deployment, and operations at any time, and the Licensee shall comply with directions issued upon such inspection.

25.40 The GST and other Taxes, as applicable from time to time, shall also be borne by Licensee, in addition to the license fee.

25.41 The Licensee shall be responsible for payment of all applicable Government taxes, dues, levies and fees as well during the license period.

25.42 Registration of License Agreement with appropriate authority (If applicable) must be done by Licensee at his cost and Payment of stamp duty on agreement, if any, to be executed in pursuance of this Tender will be borne by Licensee.

25.43 The Licensee shall be responsible for keeping dry, organic & wet garbage separately and its disposal in line with applicable law. All cost associated with the same has to be borne by the Licensee.

25.44 The Licensee shall ensure that there will be no discharge of waste in the open areas outside the licensed premises.

25.45 The Licensee shall always keep the licensed premises and surrounding areas neat and clean and devoid of any wild growth or waste. The Licensee shall at all times during the subsistence of the license maintain the licensed property in good sanitary condition and repair and keep the structure in good condition. If the licensee fails to do so, UPSTDC, if necessary, may arrange for execution of necessary works to maintain the licensed property and shall be entitled to recover the costs incurred for the execution of such works from the licensee.

25.46 The Licensee shall make proper arrangements and be responsible for the safety/security of their equipment and assets (if any) installed at the Project Site. Such measures as security personnel and CCTV cameras etc. shall be arranged by the Licensee.

25.47 The Licensee shall ensure and provide the best services and shall ensure that no complaints are received in this regard.

25.48 It shall be the sole responsibility of the Selected Bidder to maintain law & order in its licensed premises. UPSTDC shall, in no way, will be responsible/accountable of any mis- happening in the premises given in license basis to licensee

25.49 The Licensee shall be liable and responsible for all types of liabilities (negligence, fault, accidents, strict or otherwise) arising or resulting from the operation of the Project Site.

25.50 The Licensee shall, at its own cost and throughout the License Period, maintain valid insurance policies including public liability insurance, passenger accident insurance, third-party liability insurance, employee/workmen insurance, vessel insurance, and such other coverage as may be required by law or directed by the Authority. Copies of policies shall be submitted to the Authority annually.

25.51 The Licensee shall indemnify, defend, and hold harmless Uttar Pradesh State Tourism Development Corporation Ltd., its officers, employees, and representatives from and against any loss, claim, damage, penalty, liability, injury, death, environmental damage, litigation cost, or demand arising out of or connected with the acts, omissions, negligence, misconduct, or breach by the Licensee, its employees, contractors, agents, or users.

25.52 The Licensee shall suspend operations during unsafe river conditions.

25.53 The Authority reserve the rights to terminate the License Agreement by giving sixty (60) days advance notice on operational ground during the currency of the contract. The License agreement will stand terminated on expiry of Sixty (60) days' notice. The advance license fees deposited by the Licensee for the balance/advance period (if any) shall be refunded on pro-rata basis, without consideration of any interest. Further, the Interest free Security deposit will also be refunded after adjusting outstanding dues payable to The Authority, if any. The Licensee shall not be entitled to any claim, compensation, damages or any other consideration whatsoever on any ground in this

regard. All utility will be disconnected/discontinued immediately after sixty (60) days' notice period

25.54 The Licensee also may terminate the Contract by issuing 90 days' notice only after operating and managing the boat jetty for minimum period of 1 year (Lock-in Period).

25.55 The license shall be revoked upon the insolvency of the Selected Bidder and on the breach of any conditions herein specified.

25.56 In the interest of public safety, security, law and order, disaster management, VIP movement, or administrative necessity, the Authority shall have the right to temporarily assume operational control of the Jetty without liability. The Licensee shall extend full cooperation.

25.57 On termination or sooner termination of this Agreement on the revocation of this License, the Selected Bidder shall discontinue its services and vacate the premises without recourse to any legal action or proceedings. If the licensee continues to occupy the licensed property, such occupation shall be unauthorized and without prejudice to the right of UPSTDC to evict the licensee for such unauthorized occupation, the licensee shall be liable to pay compensation for wrongful use and occupation at ten times the monthly license fee applicable.

26. Fines and Penalties

26.1 Notwithstanding anything else mentioned in this RFP, the Authority can impose the fine on Licensee up to Rs.10, 000/- per offence on the following offenses:

i.	Any staff of Licensee found in drunken condition/ indulging in bad conduct.
ii.	Any staff of the Licensee found creating nuisance.
iii.	Improper maintenance & defacement of the Property.
iv.	Dishonor of drafts and Cheques given by Licensee in favour of **the Authority**.
v.	Misbehavior with staff and commuters of **the Authority**.
vii.	Any staff of the Licensee found without uniform and ID Card and/or found creating nuisance on duty.
viii.	Not following the instructions issued by the Authorities from time to time
ix.	Any offence which is deemed fit to impose penalty by **the Authority**

26.2 Not following safety and security norms (as may be indicated by authorized representative of the Authority) shall lead to an imposition of a fine of upto Rs 50,000 per offence by the Authority

27. Material Breach of Contract/Events of default

27.1 Following shall be considered Material Breach of the Contract by Licensee resulting in Licensee's Events of Default:

27.1.1 If the Licensee is found guilty of persistently breaching the conditions as stipulated in this RFP and carrying the business which is banned and also Licensee fails to perform or

discharge any of their obligations in accordance with the provisions of this RFP, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the Authority without any contributory factor of the Licensee.

27.1.2 If the Licensee fails to pay License Fee and any other amounts due to the Authority.

27.1.3 If the Licensee does not commence commercial operations by the Scheduled Commissioning of Commercial Operations and continues to be in default for 30 days

27.1.4 If the Licensee is in persistent non-compliance of the written instructions of the Authority officials.

27.1.5 If the Licensee or any of its representatives cause an incident or accident that results in injury or death to the Authority employees/commuters or loss to the Authority property

27.2 If any of the above Material Breach and Licensee Events of Default happens, then

27.2.1 The Authority shall issue a notice to the licensee to cure the defaults, failing which the proceedings shall be initiated as per schedule/notice period defined in the RFP/License Agreement.

27.2.2 The Authority, after giving due notice to the Licensee to Cure the Default, shall be entitled to terminate the License Agreement with a thirty (30) days advance termination notice.

27.2.3 In all other cases of Licensee's Event of Default where specific notice period is not provided, the Authority shall issue a Notice to Licensee to cure the Default within thirty (30) days. If the Licensee fails to cure the Default within thirty (30) days, The Authority after giving a final 30 days' notice shall be entitled to terminate the License Agreement, in such case the security deposit shall be forfeited to The Authority as per the provisions of this License Agreement.

27.3 Without prejudice to other measures/alternatives available to UPSTDC under law/this RFP, UPSTDC may disconnect electricity connection and other utility connections to the Project Site in case of Material Breach and Licensee Event of Default.

28. Breach of Contract

28.1 If any breach is committed by the Licensee in payment of the license fee & dues stipulated herein or in the due performance or observance of the provisions of the RFP, the Authority shall be at liberty to issue a thirty-days written termination notice to the Licensee. Upon expiry of such notice, this agreement shall stand terminated and there upon the Licensee shall hand over vacant possession of the said Premises to authorized representative of the Authority. In case of such termination of License Agreement, advance license fee remained outstanding after adjusting the dues payable to the Authority till the date of termination of license agreement and interest free security deposit/ performance security shall stand forfeited in favor of the Authority. However, any dues remained outstanding after adjusting from the advance license fee shall be recoverable from the Licensee.

29. Dispute Resolution

Any dispute arising out of this RFP or the License Agreement shall first be resolved amicably. Failing settlement, the same shall be referred to arbitration in accordance with the Arbitration and Conciliation Act (as amended from time to time). The seat of arbitration shall be Lucknow and courts at Lucknow shall have jurisdiction.

30. Force Majeure

Neither party shall be liable for failure to perform obligations to the extent caused by flood, natural calamity, war, riot, epidemic, governmental prohibition, court order, or any event beyond reasonable control, subject to prompt notice and mitigation efforts.

31. Pre-Bid Meeting

A Pre-Bid meeting shall take place on date and time as mentioned in clause 3. The meeting will be organized online and interested applicant shall request for VC link to the email address given at Clause 11.

32. Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, etc, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

33. Acknowledgment by Bidder

33.1 It shall be deemed that by submitting the Bid, the Bidder has:

a. made a complete and careful examination of the Bidding Documents;

b. received all relevant information requested from the Authority;

c. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters;

d. satisfied itself about all matters, things and information 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;

e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;

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

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

33.2 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 the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

34. Fraud and Corrupt Practices

34.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Contract Agreement.

34.2 If a Bidder is found by the Corporation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Contract Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Corporation during a period of 2 (two) years from the date such Bidder is found by the Corporation 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.

Annexure – I Format of Undertaking

(on Company's Letter Head)

(The Bidder shall submit together with CHECK LIST & other documentary evidences)

To,

Managing Director
Uttar Pradesh State Tourism Development Corp. Ltd.
Rajarshi Purshottam Das Tandon Paryatan Bhavan,
C-13, Vipin Khand, Gomti Nagar,
Lucknow, Uttar Pradesh.
E-mail: md@upstdc.co.in

Subject: "RFP for Selection of Agency for Operation and Maintenance of Boat Jetty at River Saryu, Ayodhya in Uttar Pradesh"

Dear Sir/ Madam,

Being duly authorized to represent and act on behalf of _____(hereinafter referred as the **"Bidder"**), and having reviewed and fully understood all of the requirements of the tender and information provided, the undersigned hereby expresses its interest and apply for the tender for undertaking the subject project

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

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We confirm that the application is valid for a period of 120 (one hundred and twenty) days from the due date of submission of application and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by M/s _____[…] (*name of the Bidder-*, in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by UPSTDC (hereinafter referred as the "**Corporation"**) and in any subsequent communication sent by Corporation.
3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Corporation)
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Successful Bidder.

6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

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

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

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

8. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the 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;

9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders

10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.

11. I further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.

12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

13. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Corporation in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

14. In the event of me being declared as the Successful Bidder, I agree to enter into a Contract Agreement in line with the requirement of the RFP that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

15. The Bid Variable as quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the identified locations of the proposed Centers and all the conditions that may affect the Bid.

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

17. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for

a period of 120 days from the Bid Due Date.

18. I agree and undertake to abide by all the terms and conditions of the RFP. In witness thereof, I submit this Bid under and in accordance with the terms of the RFP.

Thanking You,

Yours Sincerely,

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

Signature **:** (Authorized Representative & Signatory)

Name of the Person **:**

Designation **:**

Annexure-II – Bidder's Profile

1. (a) Name:

(b) Registration Details of the Bidder **(Enclose necessary documentation as per Clause 5.4.3)**:

(c) Country of incorporation:

(d) Address of the corporate headquarters and its branch office(s), if any, in India:

(e) Date of incorporation and/ or commencement of business:

(f) GST No

(g) PAN No.

2 Brief description of the Bidder including details of its main lines of business:

3 Details of individual(s) who will serve as the point of contact/ communication for UPSTDC:

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone / Mobile Number(s):

(f) E-Mail Address:

(g) Fax Number:

4. Particulars of the Authorized Signatory of the Bidder:

(a) Name:

(b) Designation:

(c) Address:

(d) Phone /Mobile Number:

(e) Fax Number:

** Wherever applicable submit documentary evidence to facilitate verification.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our RFP is liable to be rejected.

Signature of the Authorized Signatory with date & seal

Annexure III– Bidder's Experience (Technical Capacity of the Bidder)

Sr. No.	Experience in Work of Similar Nature	Operation (From Date to Till Date)	Name & Address of the business	Proof of Business (Copy of Work Order/License)

Note: For Work of Similar Nature, refer to Clause 5.4.4 of this RFP

(*Enclose necessary documentary proof – Please mark necessary page No for each of the enclosures)

Annexure IV– Bidder's Financial Capacity (CA Letter Head) *

a) TURNOVER

Financial Turnover	Amount (in Rs)
2024-25	
2023-24	
2022-23	
AVERAGE TURNOVER	

b) NET WORTH

Net Worth at the end of Financial Year 2024-25: Rs ……

(*To be provided by Bidder and verified by CA with UDIN. Bidder to attach audited/certified financial statement) according to clause no. 5.2 of RFP.)

Annexure V: Format of Power of Attorney for Authorizing Signatory of the Bidder

Know all men by these presents, 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 and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the ***** Project[s] proposed or being developed by the ***** (the "Corporation") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to UPSTDC, representing us in all matters before UPSTDC, signing and execution of all contracts and undertakings consequent to acceptance of our proposal, and generally dealing with UPSTDC in all matters in connection with or relating to or arising out of our proposal.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____DAY OF _____, 20**

For ----------

(Signature)

(Name, Title and Address)

Witnesses:

1 1. [Notarized]

2 Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

1. *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*.
2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder*

Annexure VI: Statement of Legal Capacity
(To be forwarded on the letterhead of the Bidder)

To,

Managing Director
Uttar Pradesh State Tourism Development Corp. Ltd.
Rajarshi Purshottam Das Tandon Paryatan Bhavan,
C-13, Vipin Khand, Gomti Nagar,
Lucknow, Uttar Pradesh.
E-mail: md@upstdc.co.in

Subject: "RFP for Selection of Agency for Operation and maintenance of Boat Jetty at River Saryu, Ayodhya"

Dear Sir,

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

We have agreed that _____(insert individual's name) will act as our representative 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,

For and on behalf of

Authorized signatory

APPENDIX – 1

Project Details

1. **Location:** The Project Site is located at the Saryu River Ghat in Ayodhya

2. **Tourism Potential:** The Project site has significant tourism potential driven by religious, cultural and leisure demand. Since it is situated at the banks of River Saryu, there is potential for Pilgrim and Leisure Boating, Water Sports, Experiential Tourism for which the jetty may be used.

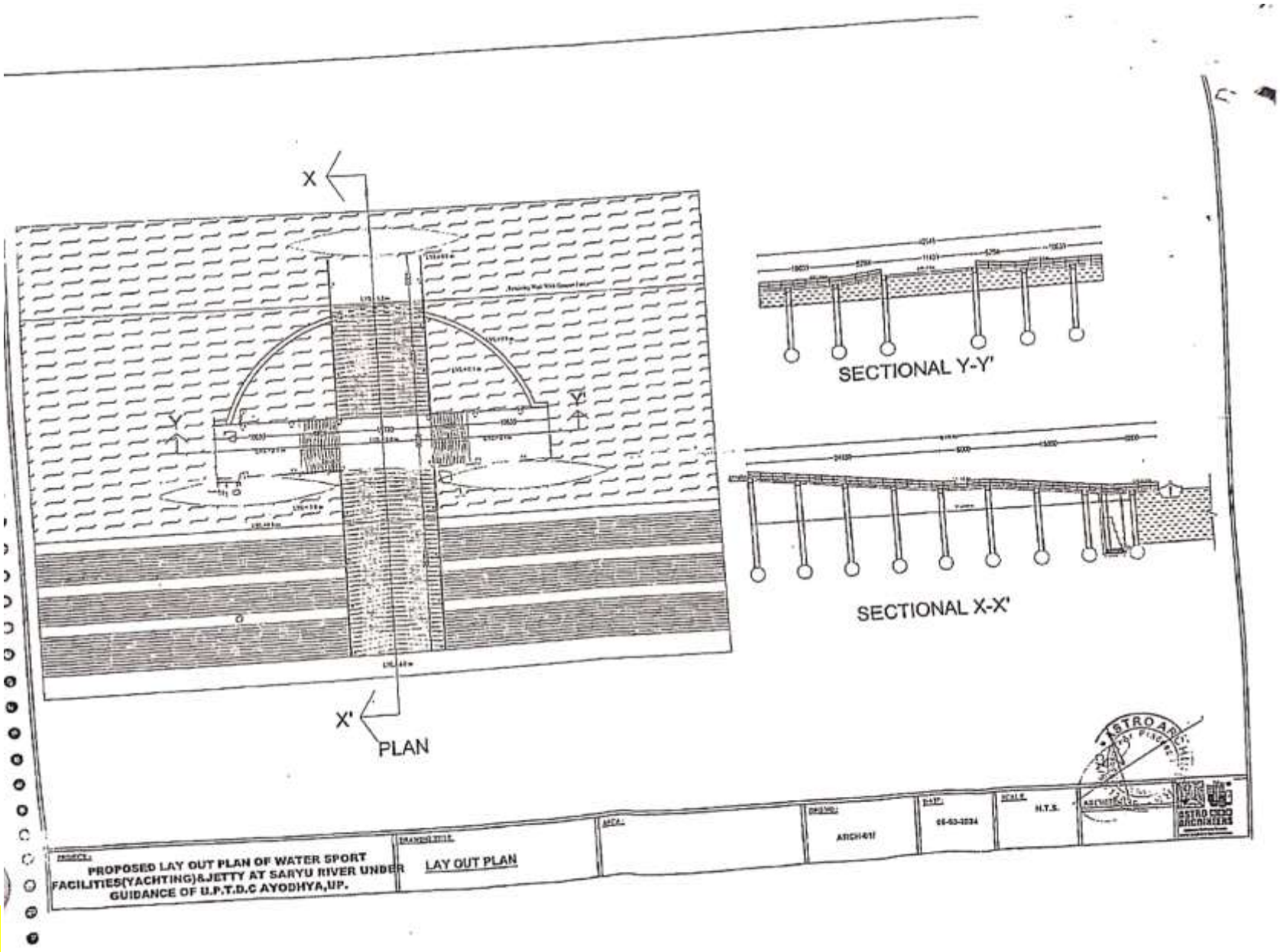
3. **Cost of Constructed Project:** Rs 3.45 crore (inclusive of GST)

4. **Constructed Infrastructure:**
    a) Foundation of Jetty and Retaining Wall
    b) Boulder Pitching
    c) Retaining Wall
    d) Ramp-01
    e) Ramp-02 (with wings including landing)
    f) M.S. Railing
    g) Chequered tiles

5. **Photos:**



6. Map:


X
Y
Y
X'
PLAN
SECTIONAL Y-Y'
SECTIONAL X-X'
PROPOSED LAY OUT PLAN OF WATER SPORT FACILITIES(YACHTING)&JETTY AT SARYU RIVER UNDER GUIDANCE OF U.P.T.D.C AYODHYA,UP.
LAY OUT PLAN
ATCH-611
H.T.S.
ASTRO ARCHITECTS

APPENDIX - 2

Reserve Price

The Annual Reserve Price for the purpose of this bid shall be Rs 11.88 Lakh (exclusive of GST).