UTTAR PRADESH TOURISM

REQUEST FOR PROPOSAL (RFP)

For

Selection of an Agency for Developing Sharda Barrage as a Tourism Destination in Lakhimpur Kheri, Uttar Pradesh

For the

Uttar Pradesh Eco Tourism Development Board (UPETDB)

4th Floor, Paryatan Bhawan, C-13,Vipin Khand, Gomti Nagar,
Lucknow–226010(U.P.)
Tel:0522–2308993
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Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), in the documentary form by or on behalf of the Authority or any of its employees, or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority 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 them in making their financial offers pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority 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 the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially in RFP, Draft Development Agreement and Schedules, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Process. The Authority 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, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Developer, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

Instruction for E-tendering

The bidding process for this tender will be completed online through E-Tender portal http://etender.up.nic.in. The tender document can be downloaded free of cost from the E-Tender portal http://etender.up.nic.in.

The bidder has to register in the E-Tender portal http://etender.up.nic.in and subsequently he/she will be allowed to carry out his/her e-bid submission activities.

The bidders must upload all the required documents (which would form the technical proposal) 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 the E-Tender portal http://etender.up.nic.in. It is suggested that the pdf files should be made in grayscale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the E-Tender portal http://etender.up.nic.in. The required electronic documents for each document label of technical (project details, annexures, etc.) schedules/packets can be clubbed together to make single label file. The size of single label file should not exceed 40 mb size along with uploading the e-bids online, the demand draft for the tender fee and the EMD has to be submitted in original (hard copy) in a separate envelop on or before the day of technical bid opening at the address given below. The Demand Drafts should be drawn in favour of **Eco Tourism Board, Uttar Pradesh, payable at Lucknow**.

Address:
Paryatan Bhawan 4th floor, C-13, Vipin Khand, Gomti Nagar, Lucknow – 226010, Uttar Pradesh

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1. Notice Inviting Tender

S.no.	Description	Date/Details
1.	Name of the RFP	Request-for-Proposal(RFP) for "Selection of an Agency for Developing Sharda Barrage as a Tourism Destination in Lakhimpur Kheri, Uttar Pradesh"
2.	RFP Ref No	UPETDB/SB/2026
3.	Issue of tender document on the E-Tender portal http://etender.up.nic.in.	24/10/2026
4.	Tender fee	INR 5,000 + 18% GST payable in the form of demand draft, in favor of Eco Tourism Board, Uttar Pradesh, payable at Lucknow
5.	Earnest money deposit (EMD)	INR 50,000/- payable in the form of demand draft, in favor of Eco Tourism Board, Uttar Pradesh, payable at Lucknow
6.	Last date to Receive of pre-bid queries	30/10/ 2026 on or Before 04:00 PM upetdb@gmail.com
7.	Pre-bid meeting	02/11/2026 on 11:00AM
8.	Mode of Pre-bid meeting	Physical or Virtual Address: Conference Hall, 4th Floor, Paryatan Bhawan, Gomti Nagar, Lucknow–226010 Google Meet joining info: Virtual Meeting link: https://meet.google.com/ezn-xvwg-bqn
10.	Bid submission start date	24/10/2026
11.	Bid submission closing date	13/11/2026 03:00 PM
12.	Opening of technical e-bid	17/11/2026 03:00 PM
13.	Technical presentation (ppt)	To be confirmed, later
14.	Financial e-bid opening	To be confirmed, later
15.	Mode of Selection	Highest Annual Premium (payable in advance) Basis
16.	Venue of opening e-bid	Conference Hall, 4th Floor, Paryatan Bhawan, Gomti Nagar, Lucknow–226010

2. Letter of Invitation

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids for "**RFP for Selection of an Agency for Developing Sharda Barrage as a Tourism Destination in Lakhimpur Kheri, Uttar Pradesh**".
2. Bidders are advised to study the e-Bid document carefully.
3. Submission of e-Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the e-Bid document with full understanding and its implications.
4. The Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh (UPETDB, GoUP) may, at its own discretion, extend the date for submission of e-Bids. In such case all the rights and obligations of UPETDB, GoUP and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
5. The e-Bid document is available on E-Tender portal http://etender.up.nic.in. Interested Bidders may view, download the e-Bid document, seek clarification and submit their e-Bids online only on E-Tender portal http://etender.up.nic.in in up to the date and time mentioned in the table above (Notice Inviting Table)
6. The Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh reserves the right to cancel any or all the e-Bids or annul the e-Bid process without assigning any reason thereof.
7. 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 http://etender.up.nic.in. It is suggested that the PDF Files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the E-Tender portal http://etender.up.nic.in. There are electronic documents required for each document label of Technical (Fee details, Annexure etc.) schedules/packets can be clubbed together to make single different files for each label.

3. Instructions to Bidders

3.1. Definitions

In this Contract, the following terms shall be interpreted:

1. "Purchaser" or "Board" means the Purchaser with which the selected Bidder signs the Contract for the service. In this Project, the purchaser is "UPETDB, GoUP" which means the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh.
2. "e-Bid" means the technical proposal and the financial proposal.
3. "Instructions to Bidders" means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the Agency/Firm/Bidder for the work mentioned in this tender document.
4. "Terms of reference (ToR) and "Scope of work" (SoW) means Scope of work mentioned in Section III: Terms of Reference of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, respective responsibilities of the Purchaser and the Bidder.
5. "Selected Agency"/Contractor" means the technically qualified agency quoting the Highest Annual Premium Payment selected by the Board
6. "The Contract" means the agreement entered into between the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh and the Agency, as recorded in the Contract Form signed by the parties, including all the attachments and appendices there to and all documents incorporated by reference there in;
7. "The Contract rates" mean the premium payable to the Authority under the Contract for the full and proper performance of its contractual obligations;
8. "Services" means Services and other obligations of the Company covered under the Contract;
9. "Day" means a calendar day.
10. E Tender Portal means E-Tender portal http://etender.up.nic.in.
11. "End Customer/Client Department" means Director Administration, Uttar Pradesh Eco Tourism Development Boards, Government of Uttar Pradesh

3.2. The Bidding Document

1. Availability of e-Tender Document

This e-Tender document is available on the E-Tender portal http://etender.up.nic.in to enable the Bidders to view and download the Bidding document, submit their e-Bids online up to the last date and time mentioned in e-Tender document only on E-Tender portal http://etender.up.nic.in.

The Bidders are expected to examine all the instructions, forms terms and conditions, requirements and qualifications in the e-Tender documents. Failure to furnish all the information required as per the Bidding documents or submission of an e-Bid not responsive to the e-Tender document in every respect will be at the Bidder's risk and may result in the rejection of this e-Bid.

2. Pre-Bid Queries/Clarifications of e-Tender Documents

A prospective Bidder requiring any Pre-bid queries/clarifications of the e-Tender document, may raise his queries/points of clarification to upetdb@gmail.com upto the date and time given in the RFP (Tender) document.

Format to share pre-bid query:

SN	RFP Document Reference(s) {Section & Page Number(s)}	Content of RFP requiring Clarification(s)	Points of clarification

3. Amendment of e-Tender Document

At any time prior to the deadline for submission of e-Bids, the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the e-Tender document by amendments. Such amendments shall be posted/ uploaded on the E-Tender portal http://etender.up.nic.in through corrigendum and shall form an integral part of the e-Bid documents. The relevant clauses of the-Tender documents shall be treated as amended accordingly, in terms of corrigendum(s).

It shall be the sole responsibility of the prospective Bidders to check the E-Tender portal http://etender.up.nic.in from time to time for any amendment in the e-Bid document. In case of failure to get the amendments, if any, the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh shall not be responsible for any negligence on part of the Bidder.

In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh at its discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be posted/up-loaded on the E-Tender portal http://etender.up.nic.in.

4. Right to Terminate the Process

I. UPETDB may terminate the RFP process at any time and without assigning any reason thereof. UPETDB makes no commitments, express or implied, that this process will result in a business transaction with anyone.

II. This RFP does not constitute an offer by UPETDB. The bidder's participation in this process may result in UPETDB selecting the bidder to engage towards the execution of the contract

3.3. Preparation & Submission of e-Bids

1. Documents Constituting the e-Bid

The e-Bids prepared by the Bidder shall comprise the following components: e-Bids will comprise of:

a) Technical Proposal (including Covering Letter for Technical Proposal Submission Form (Annexure I to Annexure VIII) and scanned copied of demand drafts
b) Financial Proposal Submission Form.

2. Documents Establishing Bidder's Qualification

The Bidder shall furnish, as part of Technical Proposal Submission Form, scanned copied of demand drafts, documents establishing the technical qualification to perform the Contract. The Bidder electronically in the PDF format should submit the documentary evidence in support of the information furnished. The Bidder's eligibility criteria and selection procedure are defined in Section-5 of e-Tender document.

It is suggested that the PDF files should be made in grey scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-Bid portal.

3. Period of Validity of e-Bids

E-Bids shall remain valid for 180 days after the date of opening of e-Bids prescribed by the Eco Tourism Development Board, Government of Uttar Pradesh. An e-Bid with validity of a shorter period than specified shall be rejected by Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh as non-responsive.

4. Format and Signing of e-Bids

The Bidder shall prepare the electronic copy for the e-Bids (in pdf format) and upload the e-Bids on E-Tender portal http://etender.up.nic.in through the bidder's login credentials.

5. Submission of e-Bids

The Bidders should submit their bids online only in the Submission module of E-Tender portal http://etender.up.nic.in. The Bids shall be submitted only from the Bid Submission Start Date till the Bid Submission End Date and time given in the E-Tender portal http://etender.up.nic.in. Therefore, Bidders are advised to submit the e-Bids well advance in time.

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh and will not be returned. The bidders should submit their e-Bid considering the Server time displayed on the E-Tender portal http://etender.up.nic.in. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission of e-Bid syndicated in the E-Tender portal http://etender.up.nic.in schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e- Bid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of e-Bid.

The Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh may, at its discretion extend this deadline for submission or opening of e-Bid by amending the e-Bid document, in which case all rights and obligations of the Department and bidders previously subject to the dead line will thereafter be subject to the deadline as extended.

The procedure for submission of e-Bids by the bidders on E-Tender portal http://etender.up.nic.in is already available on E-Tender portal.

6. Deadline for Submission of e-Bids

E-Bids must be submitted by the Bidders on E-Tender portal not later than the date and time specified in this e-Tender document.

The Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh may extend this deadline for submission of e-Bids (i.e. Bid Submission End Date and Time) by amending the e-Tender document in accordance with ITB (Instructions to Bidders) Clause 3, in which case all rights and obligations of the Eco Tourism Development Board, Government of Uttar Pradesh and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

The Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh shall not consider any request for date-extension for e-Bid-submission on account of late downloading of e-Tender (RFP) by any prospective Bidder. e-Bids should be uploaded on E-Tender portal on or before date and time as mentioned in Section-1.

7. Late e-Bids

The server time indicated in the Bid Management window on the E-Tender portal will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the e-Tender. Once the e-Bids submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the e-Bid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her e-Bids are not submitted in time due to any reasons.

8. Receipt and opening of e-Bids by the Purchaser

Bidders are advised to submit their e-Bids in `Two-Bid' system with Technical and Financial bids separately on E-Tender portal. Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on E-Tender portal, the technical proposals will be opened by BEC members in the office of The Director Administration, UPETDB, Government of Uttar Pradesh.

The Uttar Pradesh Eco Tourism Development Board will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at the Conference Hall, 4 Floor, Paryatan Bhawan, Gomti Nagar, Lucknow–226010 at date and time mentioned in Section I. The bidder's representatives who are present shall record their attendance on the attendance sheet. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.

The bidder's names & the presence and other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening of the e-Bids. The names of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical e-Bids, the Uttar Pradesh Eco Tourism Development

Board, Government of Uttar Pradesh shall notify those bidders whose e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection as Company for the this project. The Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh will simultaneously notify on the E-Tender portal whose technical e-Bids were considered acceptable and have been shortlisted for opening of their financial e-Bids.

9. Cost of preparation of e-Bids to be borne by the Bidders

Cost of preparation of the E-Bids shall be borne by the Bidder regardless of the outcome of the bids.

10. Consortiums

No Consortiums shall be allowed for this project.

11. Cost of RFP Document

The RFP Document can be downloaded free of cost from the E-Tender portal. However, an amount of **Rs.5,000/-(+18%GST) i.e., Rs.5,900/-** has to be paid in the form of Demand Draft drawn in favour of **"Eco Tourism Board, Uttar Pradesh, payable at Lucknow"** issued by any Nationalized/Scheduled bank, payable at Lucknow, before the bid submission end date and time as cost of the RFP. The scan copy of the Demand Draft should be submitted along with proposal of the bidder.

The original demand draft for the tender fee must be submitted in hard copy in a separate envelope on or before the day of the technical bid opening at Room No. 421, 4th Floor, Paryatan Bhawan, Gomti Nagar, Lucknow –226010. Failure to submit the original demand draft will result in the bid not being considered for evaluation.

12. Earnest Money Deposit (EMD)

a) The Bidder shall furnish as part of its Proposal, **an EMD of Rs.50,000/-** in the form of Demand Draft drawn in favour of **"Eco Tourism Board, Uttar Pradesh, payable at Lucknow"** issued by any Nationalized/Scheduled bank, payable at Lucknow, before the bid submission end date and time. The scan copy of the Demand Draft should be submitted along with proposal of the bidder.
b) The bids without EMD or Bid Document Fee shall be summarily rejected.
c) The Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh shall not be liable to pay any interest on the EMD and the same shall be interest free.
d) EMD shall be returned to the unsuccessful Bidders with in a period of one month from the date of issue of Work Order to the Successful Bidder. EMD submitted by the Successful Bidder shall be returned one week post the submission of Performance Security.
e) No exemption will be given to companies / firm in submitting tender document cost / tender processing fee and EMD for this tender.
f) The Bidder, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh any other right or remedy here under or in law or otherwise, the EMD shall be forfeited and appropriated by the Uttar Pradesh Eco

Tourism Development Board, Government of Uttar Pradesh under the following conditions:

i. If a Bidder engages in any of the Prohibited Practices; or
ii. If the Selected Bidder fails to clarify or reconfirm its commitments as required in this RFP
iii. In the case of a Selected Bidder, if the Bidder fails to sign the Agreement as specified in this RFP; or
iv. If the Bidder is found to have a Conflict of Interest as specified in this RFP.

The original demand draft for the EMD must be submitted in hard copy in a separate envelope on or before the day of the technical bid opening at 4th Floor, Paryatan Bhawan, Gomti Nagar, Lucknow –226010. Failure to submit the original demand draft will result in the bid not being considered for evaluation.

13. Notification of Award Notification to Bidder

Prior to the expiry of the Bid validity period, the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh will notify the successful Bidder in writing or by Fax or email, to be confirmed in writing by Letter (LoI), that its proposal has been accepted. The notification of a ward will constitute the formation of the Agreement.

14. Signing of Agreement

At the same time as Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh notifies the successful Bidder that its proposal has been accepted and Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh shall enter into an Agreement with the successful Bidder.

15. Failure to abide by the Agreement

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh may forfeit the EMD/Performance Bank Guarantee. The contract will be then awarded to the next Bidder by the process of Re-Tendering.

16. Bank Guarantee for Performance

The successful Bidder shall at his own expense will deposit with the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh, within 1 Month after the receipt of notification of award of the Contract (Letter of Intent) from the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh, an unconditional and irrevocable Performance Bank Guarantee (PBG) amounting to 5% of Agreement value or Rs. 1,00,000 (whichever is the higher) from a Scheduled Bank acceptable to the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh, payable on demand, for the due performance and fulfillment of the agreement by the bidder.

This Performance Guarantee shall be for an amount equivalent to 5% of Agreement value or Rs. 1,00,000 (whichever is the higher) value in form of Bank Guarantee, FDR or decided by UPETDB. All incidental charges whatsoever such as premium,

commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Bank Guarantee needs to be valid for 15 years (60 days beyond the entire contract period of 15 years) from the date of signing of the contract. The Performance Bank Guarantee may be discharged/returned by the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

17. Penalty Clause

In case, the agency is not able to perform the activities mentioned in the RFP as per the satisfaction of the Authority or in case of inordinate delay, UPETDB may impose a penalty of 0.2% per day (Subject to a maximum of 5% of the Financial Quote of that period). For this purpose, after issuance of two reminders and subject to clarification from the agency, the Final decision will be taken by the Departmental Committee if services not found in order.

18. Removal/Exit Clause

The Selected Agency must perform as per Scope of Work in reference to Section III Band Instructions given by the UPETDB, in case of any deviation, UPETDB may take appropriate action. The Authority/UPETDB/Director Administration, UPETDB and the selected agency have all right to terminate the contract by providing notice to party with at least 90 Days' Notice.

4. Terms of Reference (ToR) and Scope of Work (SoW)

4.1. Project Background:

Tourism is one of the largest service industries in the country and its importance lies in being an instrument for economic development and employment generation across the country. India is fast emerging as an important tourism destination in the world. Uttar Pradesh in spite of being a strong cultural and religious heritage, varied natural attractions currently plays a comparatively small role in the World Tourism scene.
Uttar Pradesh Eco Tourism Development Board intended to develop Eco tourism and create awareness for Eco tourism in the state.

The Government of Uttar Pradesh intends to start commercial accommodation, wellness centre and developing Sharda Barrage as a Tourism destination in Lakhimpur Kheri, Uttar Pradesh (details enclosed at Annexure: IX) for an initial period of 15 years. The operation of accommodation and wellness centre needs to be undertaken for a minimum of 180 days in a year and entire 365 days at the discretion of the Agency depending on the viability assessment.

The focus will be on increasing domestic and inbound traffic into the State. Uttar Pradesh Eco Tourism Development Board on behalf of the Department of Tourism, Government of Uttar Pradesh invites proposals from qualified applicant for hosting this event.

The primary objective of the activity is to market and promote Uttar Pradesh as a tourist destination throughout the year. The main focus will be on increasing domestic and inbound traffic into the State assuring its position as unique and preferred tourist

destinations in the world. The event would be focused on involving citizens for an enhanced sense of inclusion with an intent to promote the State/City to local, national and international audiences.

4.2. Scope of Work

1. The UPETDB intends to develop Sharda Barrage in Lakhimpur Kheri as prime tourism destinations. The Authority shall provide the land to the Selected Agency on as is where basis is. This project involves the establishment of accommodation and wellness centre to attract tourists and promote eco-tourism in the region. The selected agency will be responsible for the planning, designing, development, financing and operation of the accommodation and wellness centre.
2. The agency should operate accommodation at each location including all facility operation, management and other associated possible value addition services that meets prevailing good industry practice with best in class quality and service. The Authority desires to adopt an annual premium payment model (payable in advance to the authority for each year of operation) i.e., 1st October to 31st March. The Selected Agency may if desire operate the accommodation and wellness centre commercially for more than 180 days. The Selected Agency may do so by bearing proportionate cost (proportionate annual premium payment) for the extra days of operation.
3. Objective to showcase Sharda Barrage as a completely new & fresh tourism destination offering immense "HOLISTIC WELLNESS TOURISM" opportunities to probable partners / investors along with a wide spectrum of fresh experience seeking domestic and inbound who are looking tourists for a location that would offer wholesome package comprising of Wellness and Wildlife, at one destination.
4. The Selected Agency shall have the right on all the temporary structures erected on the site.
5. The Selected Agency should avoid construction of any permanent structure and promote usage to prefabricated structure to the best extent possible. The Agency is expected to undertake development as per the permissible development norms only. The Authority shall have the rights on permanent structure if any developed on the site under the admissible development norms.
6. The operator shall establish the project as a financially viable activities by undertaking appropriate Marketing and promotional activity planning. However it is clarified that the Authority does not commits any collaborative promotional and that Marketing & operation will be the sole responsibility of the Selected Agency. Authority shall promote the destinations via its promotional and PR channels.
7. The operator shall be responsible to procure all the necessary permissions. The Authority shall facilitate in procuring permissions on best efforts basis from the concerned authorities for carrying out the proposed project activities. It is clarified that the Authority will assist the operator in procuring all necessary permissions from relevant authorities but procuring all necessary permissions and approvals will be the sole responsibility of the Selected Agency.
8. The safety and the security of the tourist and the project facility will be the responsibility of the Agency.
9. The Agency has to ensure that they should follow the best of the industry practice during development and operation operations.
10. The scope of services to be provided by the Agency are in general and the list is not

exhaustive i.e. does not mention the entire incidental services required to be carried out.

11. No capital subsidy benefit under the UP Tourism Policy shall be provided to the Selected Agency

4.3 Project Tenure

The selection of agency shall initially be for a period of Fifteen (15) years with a provision of its extension for another Fifteen (15) years or as per the mutual discussion from the date of work order / agreement, if required by the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh, as per the terms of the RFP. UPETDB reserve the right to review the performance of the Selected Agency at every 5 year interval from COD. The decision of UPETDB on the performance shall be binding on the Selected Agency and the Selected Agency shall be required to comply with the same. Any non-compliance if observed by UPETDB may lead to penalty /termination of the agreement with the Selected Agency.

4.4 Selection of the Agency

Bids are invited for the Project on the basis of Highest Annual Premium (payable in advance) Basis by a Bidder for implementing the Project. A Bidder, offer to pay a premium in the form of annual payment (payable in advance) to the Authority (the "Premium") for award of the project.

The Premium amount shall constitute the sole criteria for evaluation of financial bids. The Project will be awarded to the Bidder quoting the Highest Annual Premium.

In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids.

4.5 Payment Terms will be as under:

Premium

I. Uttar Pradesh Eco Tourism Development Board, GoUP will not charge any premium for initial period 3 months (3 months of the date of signing the agreement or the date of COD whichever is earlier).
II. After 3 months (from the date signing the agreement or the date of COD whichever is earlier) the bidders should pay to UPETDB, the Annual premium (in advance) committed in financial proposal
III. The payment needs to be given by the bidder to UPETDB is yearly basis in advance.
IV. The financial quote shall take into account all expenses and tax liability exclusive of GST.
V. Firm would be required to submit report on work done on yearly quarterly basis.
VI. Annual Premium: To be paid by Selected Agency from 3 months from Agreement

date or COD whichever is earlier, Escalation of 5% Per Annum..

VII. Term: Initial Period: 15 years, Extension: 15 years (with 15% increment on Annual Premium Payment payable at the end of first 15 year term). Max. Term: 30 years

VIII. Transfer of Assets: Lessee to transfer all assets in workable condition to Authority on expiry of the term of Agreement

5. Bidder's Eligibility Criteria and Method of Selection, Evaluation Process

5.1. Eligibility Criteria:

The bidder should meet the below criteria to be eligible to participate in the Bid:

Sl. No.	Eligibility	Description	Documentary Evidence
1.	**Registration / Incorporation Status**	The Bidder should be a company registered under Indian Companies Act 1956, a Partnership Firm registered under Indian Partnership Act 1932 or a Trust/Society/Foundation/Proprietorship and should have be in existence since last 5 years	Duly Self-Attested Copy of Incorporation/Registration Certificate
2.	**Average Turnover**	The Bidder must have Positive Net Worth and Minimum Average Annual Turnover (MAAT) of INR 3 Crore during the last 3 financial year (2022-23, 2023-24,2024-25)	Duly Self-Attested audited balance sheet, Profit & Loss Statement and Income Tax Returns has to be submitted for the financial year 2021-22, 2022-23, 2023-24 along with a declaration of minimum average annual turnover on the official letterhead of Chartered Accountant (CA)
3.	**Documents**	The Bidder must be registered under GST, PAN, EPF, ESIC etc. (as applicable)	Duly Self-Attested copy of each valid Certificate
4.	**Non-Blacklisting Certification**	The Bidder should not have been ever blacklisted by Central, any State Government Department/Public Sector Undertaking.	Declaration on Notarized Affidavit on appropriate value of non-judicial stamp paper
5.	**Experience**	The bidder should have executed a minimum one Similar work of at least Rs 1 Cr at a single place in last Five years. (i.e. 2020-21, 2021-22, 2022-23, 2023-24, 2024-25). Or **The bidder should have experience of owning a Hotels / Hospitality ventures with a minimum asset valuation of Rs 2 Crores.**	The bidder shall provide work order or work completion certificate which mentions clearly the amount of work completed as well as scope of work or the bidder shall provide operation of hospitality work declaration duly certified by a Chartered Accountant.

Sl. No.	Eligibility	Description	Documentary Evidence
		Similar work: - should necessarily mean conceptualization, designing, execution, operation and maintenance of temporary accommodation or such large scale event management or experience in hospitality / tour operation.	

Note:

a. Only those bidders who fulfill the pre-qualification criteria will be eligible to participate in the Technical & Financial evaluation. The Department has the right to check and evaluate any document submitted by bidder. The bidder who does not fulfill the criteria, their bids will get rejected.
b. Consortium, Joint Venture or outsourcing is not allowed.
c. The bid will be out rightly rejected if any of the enclosed documents are incomplete, missing, misleading or incorrect.
d. Bid should comprise of following sections:
   1. Technical Bid
   2. Financial Bid
e. Both the bids must be submitted separately on the tender portal. Prices should not be quoted in the Technical Bid.

5.2. Technical Evaluation Criteria

Sl. No.	Criteria	Max. Marks
1	The bidder should have a minimum experience of five years (on the basis at least one conceptualizing, designing, execution, operation and maintenance of temporary accommodation and similar works. Experience will be considered as on last date of submission of tender i. 5 to 7 years : 10 marks ii. Above 7 to 10 years : 15 marks iii. Above 10 years : 20 marks	20
2	The Bidder should have achieved a Minimum Annual Average Financial Turnover (in equivalent temporary structure, event management, related work etc) of Rs. 3 Cr in last 3 years (2022-23,2023-24, 2024-25) i. Rs.3 Crores to Rs.5 Crores : 10 marks ii. Above Rs.5 Crores to Rs. 7 Crores : 15 marks iii. Above Rs. 7 Crores : 20 marks	20
3	No. of similar works in value executed in last 5 years. (i.e. 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, 2024-25) i. Single work order of Rs. 1 Cr & above : 15 marks ii. Two work order each of Rs. 1 Cr & above : 20 marks iii. Three works order or more, each of Rs. 1 Cr & above : 30 marks Or For an Applicant owning hotel/ hospitality venture.	30

Sl. No.	Criteria	Max. Marks
	Present valuation of at least Rs 2 Crores : 15 marks Present valuation of Rs 2 -5 Crores : 20 marks Above 5 Crores : 30 marks **The Bidder will be required to attached supporting document of asset valuation along with the Bid**	
4	A presentation based on scope of work shall include Overview of the proposed project solution, work plan, roll out strategy, project solution management/implementation methodology: i. Agency Profile & Credentials : 10 marks ii. Understanding of Scope of Work : 10 marks iii. Proposed Solution, Approach & Methodology : 10 marks	30

Note:

1. Documentary evidence of the assignments (completion certificate or copy of Agreement or Letter of Award for the amount paid for or received need to be provided in support of all claimed projects.
2. Only projects carried out in India will be considered for evaluation.
3. Same Project can be considered in different category of experiences if conditions are fulfilled.

5.3. Evaluation of Technical Bids

1. Constitution of Bid Evaluation Committee (BEC):

   The evaluation of the e-Bids shall be carried out by Bid Evaluation Committee (BEC), which shall be constituted by the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh consisting of officials from the Department. The BEC will evaluate the tenders in two stages, i.e. Technical & Financial.
2. The Technical presentation shall be done to the Bid Evaluation Committee (BEC).
3. Technical bids should be analyzed and evaluated by the Bid Evaluation Committee (BEC). Technical bids in the following conditions will be summarily rejected as being nonresponsive:
   - Technical Bids of those bidders, who do not meet the eligibility criteria.
   - Technical bids unsigned and incomplete, not responding to the TOR fully & properly, and those with lesser validity than that prescribed in the RFP.

5.4. Evaluation of Financial e-Bids

1. The financial e-Bids shall be opened by BEC of the bidders who complies all the **Eligibility Criteria** and score **minimum 60 marks** in **Technical Evaluation Criteria**.
2. The Bids shall be opened in presence of representative of the technically qualified Bidders who chooses to attend. The names of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened.
3. The Bidders shall fill the Financials in the Commercial bid section of the E-Tender

portal. It is mandatory to furnish the cost against all the particulars failing which the proposal shall be liable to be rejected.

4. If there are conditions attached to any financial e-Bids, which shall have bearing on the total cost, the Bid Evaluation Committee will reject any such Bids as non-responsive financial proposals. However, if the BEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties, or any such matter, the BEC may do so by inviting responses in writing.

5.5. Negotiations

Normally, there would be no post RFP negotiations. In case if it is required, negotiations may be carried out with the H1 bidder (Highest Scorer) in the interest of the project.

5.6. Award of Contract

In a particular case of selection of Agency, the bidder comply all the technical criteria is eligible for the opening of financial bid. The agency who quoted Highest Annual Premium will be consider as the first ranked bidder.

5.7. Contract Agreement

The Successful Bidder shall execute an Agreement within fifteen days from the date of Letter of Acceptance issued by the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh.

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh. The Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh reserves its right to cancel the order either in part or full if this condition is violated.

5.8. Confidentiality

The selected Agency will treat as confidential all data and information about the purchaser obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Purchaser

6. Standard Terms and Conditions

Without limitation on the generality of this rule, the Agency shall not be permitted to perform themselves directly or indirectly in totality or in part, by any of its associated company/Firm/society or any entity with business interest, any of the subsequent implementation job concerned with the Project, for which the work has been awarded to the Agency.

6.1. Application

The proposal offer should contain all the work envisaged under the scope of work, Key points mentioned under, and those proposals giving only part of the work would be rejected. Detailed scope of work is mentioned in Section-III.

6.2. Conflict of Interest

The Agency shall not receive any remuneration in connection with the assignment except

as provided in the contract. The Agency and its affiliates shall not engage in activities that conflict with the interest of the client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than the Services" under the ongoing contract. The experts should provide professional, objective, and impartial advice and at all times hold the client's interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Experts shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer.

Without limitation on the generality of the foregoing, experts shall not be hired, under the circumstances set forth below

1. **Conflict between activities and procurement of goods, works, or services:**
   An Agency that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing services related to those goods, works, or services. Conversely, an Agency concern hired to provide services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works, or services for such preparation or implementation.

2. **Conflict among assignments:**
   Neither agencies (including their personnel and sub-Agencies) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the agencies. For example, an agency hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and an agency assisting a client in the privatization of public assets shall neither purchase nor advise purchasers of such assets. Similarly, agencies hired to prepare Terms of Reference (TOR) for a project shall not be involved in the subsequent implementation of that project.

3. **Relationship with Employer's staff:**
   Experts/agency (including their personnel sub-experts) that have a business or family relationship with any member(s) of the Employees (Uttar Pradesh Eco Tourism Development Board, Govt. of Uttar Pradesh) staff who are directly or indirectly involved in any part of:
   a. The preparation of the TOR of the contract,
   b. The selection process for such contract, or
   c. Supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of the agency's work.

6.3. Unfair Competitive Advantage

Fairness and transparency in the selection process require that an agency or their affiliates competing for a specific assignment do not derive a competitive advantage from

having provided services related to the assignment in question. To that end, the request for proposals and all information would be made available to all shortlisted agencies together.

6.4. Disclaimer Clause

The Employer or any of its officers, employees, contractors, agents, or advisers, subject to any law to the contrary, shall not be liable for any loss or damage (whether foreseeable or not) suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it, whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care, or misrepresentation on the part of the Employer or any of its officers, employees, contractors, agents, or advisers.

6.5. Disclosure of Interests and Links

The Bidders should disclose whether the Bidder (of this RFP) or any of its associated company/firm/society or any entity with a business interest, are already empaneled with or have applied for their empanelment with the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh under any of the business activities. or with any subsequent job concerned with the Project. The bids of such bidders will not be considered.

The Bidders should also disclose whether the Bidder or any of its associated company/firm/society or any entity with business interest have any association or link in any manner with the Bid Evaluation Committee members or its family members of his/hers, associated with this RFP. The bids of such bidders will not be considered.

6.6. Standards of Performance

The Agency shall perform the services and carry out its obligations under the contract with due diligence, efficiency, and economy in accordance with generally accepted professional standards and practices. The Agency shall always act as a faithful advisor to the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh, in any matter relating to this contract. The Agency shall support and safeguard the legitimate interests of the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh in any dealings with third parties. The Agency shall abide by all the provisions/Acts/Rules, etc., of Information Technology prevalent in the country. The Agency shall conform to the standards laid down in the RFP in totality.

6.7. Agency Personnel

1. The Agency shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the requirement of the project.
2. Without the consent of the Client, no changes shall be made in the resources deployed on the project. If, for any reason beyond the reasonable control of the Agency, such as retirement, resignation, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Agency shall provide as a replacement a person of equivalent or better qualifications, with approval from the Client Department.
3. The Agency shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4. If the Client Department requests to replace resource(s), then the Agency shall be required to replace the resource(s).

6.8. Applicable Law

Applicable Law means the laws and any other instrument having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Uttar Pradesh.

6.9. Assignment and Subcontracting

1. The Agency shall not assign or transfer this contract or part thereof to any other party without the written consent of the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh.
2. For the purpose of the liabilities under this Bid, the Bidder will be considered solely liable for the delivery of all the components of the Bid and scope of work.

6.10. Intellectual Property Rights

No services covered under the Contract shall be sold or disposed of by the Agency in violation of any right whatsoever of a third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark, or similar right, or any charge, mortgage, or lien.

Indemnity: The Selected Bidder shall, subject to the provisions of the Agreement, indemnify the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh, of all liabilities arising out of this project for any direct loss or damage that is caused due to any deficiency in services.

6.11. Governing Language

The Contract shall be written in the English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in English/Hindi.

6.12. Termination of Contract

The Agency's association with the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh, will terminate in case of the following conditions:

1. The term of the Contract expires.
2. Performance is below the expected level.
3. Non-adherence to the timelines of the project.
4. Quality of work is not satisfactory and not acceptable.

6.13. Termination for Insolvency, Dissolution, etc.

The Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh may at any time terminate the Contract by giving written notice to the Agency if the Agency becomes bankrupt or otherwise insolvent or in case of the dissolution of the company or winding up of the company. In this event, termination will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh.

The Selected Bidder shall, subject to the provisions of the Agreement, indemnify the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh, for the total professional fees for this project for any direct loss or damage that is caused due to any deficiency in services.

6.14. Limitation of Liability

Limitation of Liability towards the Agency shall not exceed the contract value.

6.15. Fraud and Corruption

The Bidder, if selected, shall have to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh:

1. Defines, for the purposes of this provision, the terms set forth below as follows:
    - "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
    - "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the "the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh" and includes collusive practices amongst Agencies (prior to or after submission of proposals) with Service Providers empaneled with the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh, designed to establish prices at artificial, noncompetitive levels and to deprive the "the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh" of the benefits of free and open competition.
2. Will reject a proposal for an award if it determines that the Agency recommended for the award is/was engaged in corrupt/fraudulent/coercive activities in getting the contract in question.
3. Will cancel the Agency's contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices.
4. Will declare an Agency ineligible, either indefinitely or for a stated period of time, to be awarded a "the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh" contract if it at any time determines that the Agency has engaged in corrupt or fraudulent practices in getting or executing the "the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh" contract.
5. Will cancel the contract if at any stage it comes to know that the selected Agency or Company has any relation with any of the members of the Bid Evaluation Committee (BEC) or the decision-making authorities.

6.16. Force Majeure

1. **Definition:** For the purposes of this assignment, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, or other adverse weather conditions, strikes, lockouts, or other industrial action (except where such strikes, lockouts, or other industrial action are within the power of the Party invoking Force

Majeure to prevent), confiscation, or any other action by government agencies.

2. **Force Majeure shall not include:**
   a. any event which is caused by the negligence or intentional action of a Party or agents/employees thereof, nor
   b. any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. The Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh, will decide the eventuality of Force Majeure, which will be binding on both the parties.

6.17. Disputes Resolution

1. **Amicable settlement -** The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this RFP or the interpretation thereof. In the event a dispute, differences, or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.
2. **Arbitration -** In case the dispute is not resolved, any party may issue a notice of reference, invoking the resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. . It is agreed that any dispute shall be referred to the Principal Secretary, Tourism Department, Government of UP for arbitration, Arbitration proceedings shall be conducted in and the award shall be made in the English language. Arbitration proceedings shall be conducted at Lucknow.

7. Annexure for Technical Proposal

Annexure-I: Proposal Submission Form

To

The Director Administration,
Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh, Lucknow

Ref: Submission of Proposal against the RFP for "Selection of an Agency for Developing Sharda Barrage as a Tourism Destination in Lakhimpur Kheri, Uttar Pradesh".

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP for "Selection of an Agency for Developing Sharda Barrage as a Tourism Destination in Lakhimpur Kheri, Uttar Pradesh " in full conformity with the said Tender document and our Technical Proposal (Bid).

1. Our proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal.
2. We would like to declare that we, the Bidder (of this Tender) Company or any of its associated Company/Firm/Society or any entity with a business interest, are neither already empaneled with nor have applied for their empanelment with the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh under any of the business activities.
3. We would like to declare that we, the Bidder (of this Tender) Company or any of its associated Company/Firm/society or any entity do not have any association with the Bid Evaluation Committee members or its family members of his/hers associated with this Tender. We know that such bids will not be considered.
4. We would like to declare that we are not involved in litigation with, and we are not under a declaration of ineligibility by, any Central/State/UT Government in India for corrupt or fraudulent practices
5. We hereby declare that we have not been blacklisted by any State/Central/UT Government Dept./Organization/Institution or any State-designated agency/PSU of Central/State Government as on the bid submission end date.
6. We declare that we have not been charged with any fraudulent activities by any Central/State/UT Government Dept./Organization/Institution.
7. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will indulge in bribery or any prohibited acts and behavior, and we shall be responsible for any such acts.

8. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India, namely the "Prevention of Corruption Act, 1988."
9. We understand that the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh is not bound to accept any or all bids received in response to this Tender.
10. We agree to abide by all the terms and conditions mentioned in the Request for Proposal Reference No. _____ for “RFP for Selection of an Agency for Developing Sharda Barrage as a Tourism Destination in Lakhimpur Kheri, Uttar Pradesh " against this tender.
11. We agree to abide by all the terms and conditions of the Tender and also all the terms and conditions of the Contract that will be issued by the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh in case we are selected as the Agency against this tender by the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh.

We remain, yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Seal of Bidder Company

Annexure–II: Agency's General Information

S No.	Particulars	Description/Details	Ref. Documents	Page No.
A	Name of Bidding Company			
B	Contact Details			
	a. Address			
	b. Mobile/Telephone			
	c. Email			
	d. Website			
C	GSTIN Number of the bidder			
D	Name of Managing Director/CEO			
E	Name, Designation &email of Authorized Signatory			

Signature……

In the Capacity of……..
Duly authorized to sign proposal for and on behalf of ……..

Date……
Place…….

Note: The Bidder must submit the following document to establish the legal status along with this Form:

a. In case of a company, copy of the Certificate of Incorporation, Copy of Memorandum and Articles of Association of the Bidder.
b. In case of a sole proprietorship firm or a Limited Liability Partnership firm, it should furnish copy of the registration certificate including partnership deed, GST certificate, and IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
c. Copy of the Bidder's duly audited financial Statement for the preceding 3 (three) Financial Years (2022-23, 2023-24,2024-25).

Annexure–III: Format of Project Experience

Projects credentials relevant to the criteria should be attached (As specified in the Evaluation Criteria):

Project1/2/…….

Name of the Client	
Project Name and Brief Description	
Number of Manpower deployed	
Year (start date ;end date)	
Duration	
Order value(INR)	
* Attach the Work Order/LOI/Contract for the Assignment/Other document in support of claim, as per requirement of the evaluation criteria in RFP	

Signature…… In the capacity of……

Duly authorized to sign proposal for and on behalf of…….

Date……
Place……..

Annexure–IV: Format of Financial Capacity

(On Letter Head of Chartered Accountant)

S.No.	Financial Years	Annual Turnover (Rs.)
1	2022-23	
2	2023-24	
3	2024-25	
	Average Turnover	

Certificate from the Statutory Auditor

This is to certify that ---------- (name of the Applicant) has Annual Turnover in India, as shown above in the respective years.

Date:

(Signature, name, and designation of the authorized signatory)

Name and seal of the audit firm (Supporting financial statements and relevant documents are to be furnished.)

Annexure– V: Format for Power of Attorney for Signing of Proposal

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 (name of the father/husband/mother) and presently residing at (address of the attorney), who is presently employed with us and holding the position of (position title), 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 the submission of our Proposal for the " RFP for Selection of an Agency for Developing Sharda Barrage as a Tourism Destination in Lakhimpur Kheri, Uttar Pradesh " proposed by the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh (the "Authority").

These acts, deeds, and things include, but are not limited to, signing and submission of all applications, proposals, bids, and other documents and writings, participating in Bidders' and other conferences, providing information/responses to the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh, representing us in all matters before the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh, signing and executing all contracts and undertakings consequent to the acceptance of our Proposal, and generally dealing with the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh in all matters in connection with, relating to, or arising out of our Proposal and/or upon award thereof to us.

AND we hereby agree to ratify, 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, (name of the firm), THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____(date) DAY OF _____(month), 20____ (year).

For (Signature)
(Name, Title, and Address)

Witnesses:
1.
2.

Accepted [Notarized] (Signature)
(Name, Title, and Address of the Attorney)

a) Notes: *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s), and when it is so required, the same should be under the common seal affixed in accordance with the required procedure.*
b) *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: Format for Affidavit

(On Stamp paper of relevant value)

Date:

To,

The Director Administration,
Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh, Lucknow

Sub: RFP for Selection of an Agency for Developing Sharda Barrage as a Tourism Destination in Lakhimpur Kheri, Uttar Pradesh

Dear Sir,

"I/We _____ hereby declare that statements, project documents, credentials, documentary evidence, financial statements, and other tender documents in the proposal are true and authentic to the best of my/our knowledge. I/We have not incorporated any information not undertaken by us in the proposal. I/We, for the purpose of the said tender, have not forged, misrepresented, or misled any information that has not been undertaken by us. For the purpose of the evaluation, the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh, has the right to verify the authenticity of the proposal submitted by us.

I/We confirm that I/we have not been blacklisted, terminated, or debarred by Central or State Governments or PSUs or any of their agencies for any project. Further, it is also certified that I/We have not been found guilty of any criminal offense by any court of law.

I/We fully understand that in case of furnishing any false documents or statements, forging, misrepresentation, and producing misleading information in the proposal, and failure to abide by the terms and conditions of the tender, I/we are liable to any actions that may be taken against us by the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh.

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorized Signatory of the Bidder (Name, Title, and Address of the Authorized Signatory)"

Annexure–VII: Financial Proposal Submission

(BoQ)

Ref: Submission of Proposal against your RFP Reference No._____

NOTE: Financial Proposal (quote) shall have to be given on of the E-Tender portal.

Annexure–VIII: Format of Performance of Bank Guarantee towards Performance Security,

Performance Guarantee

Ref No.....Bank Guarantee No.…….Dated:.....

IN consideration of the Uttar Pradesh Eco Tourism Development Board, Government of Uttar Pradesh (hereinafter called "UPETDB") having agreed; to exempt (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement, dated made between and for (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs._____ (Rupees _____ only) we, _____ (indicate name of the Bank) (here in after referred to as "the Bank") At the request/contractor(s)/, do hereby undertake to pay to the Government an amount not exceeding Rs._____ Against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

1. "We _____(indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee, without any demur, merely on a demand from the Government stating that the claimed amount is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement.
2. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____
3. We undertake to pay to the Government any money so demanded, notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto. Our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) supplier(s) shall have no claim against us for making such payment.
5. We, _____ (indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or filed office/Department certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..., we shall be discharged from all liability under this guarantee thereafter.

6. We, _____ (indicate name of the Bank), _____ ___further agree with the Government that the Government shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone, for any time or from time to time, any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement. We shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act, or commission on the part of the Government or any indulgence by the Government to the said Contractor(s), or by any such matter or thing whatsoever which, under the law relating to sureties, would, but for this provision, have the effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).We, (indicate name of the Bank)…… lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____day of _____ for _____ (Indicate the name of Bank)

Instructions for furnishing Bank Guarantee

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. The validity of the Bank Guarantee should be as mentioned in the RFP for “Selection of an Agency for Developing Sharda Barrage as a Tourism Destination in Lakhimpur Kheri, Uttar Pradesh”.
3. The Bank Guarantee by Bidders will be given from Scheduled Bank only.

Annexure- IX: Site Appreciation:

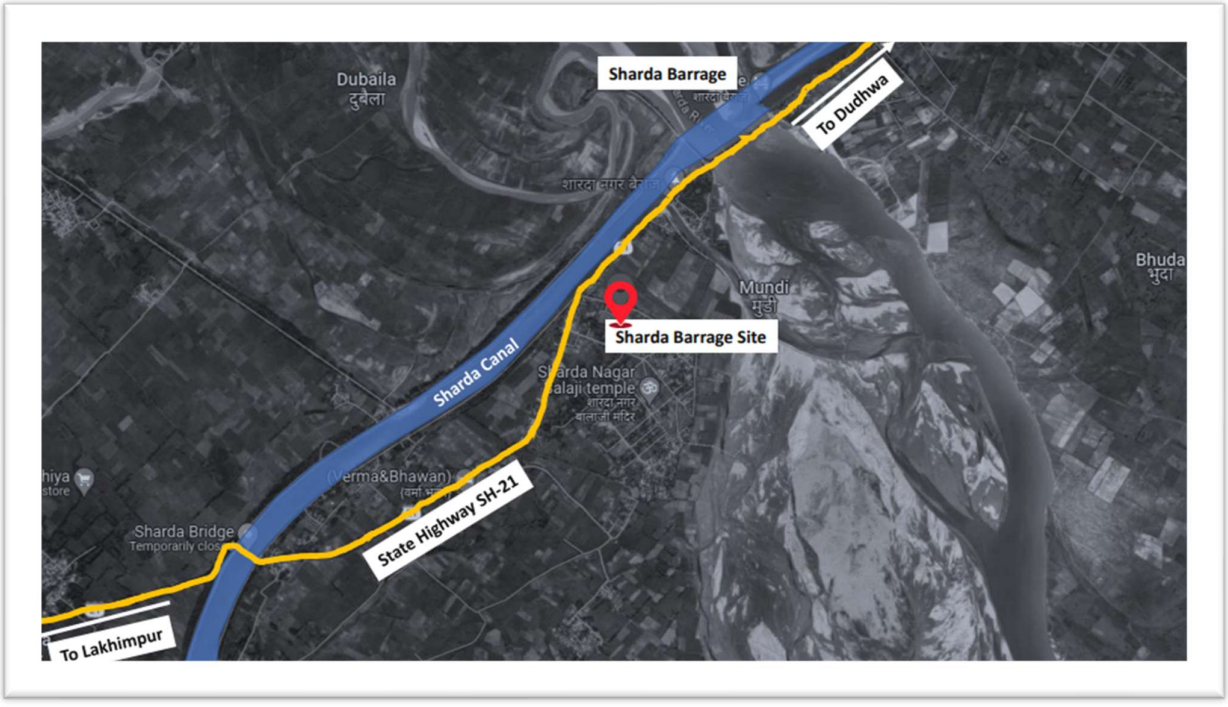
SITE APPRECIATION: SHARDA BARRAGE

- The Lower Sharda Barrage, is a dam nearly 28 km from **Lakhimpur city** in Uttar Pradesh, India.
- The Lower Sharda Barrage is constructed on the **Sharda River**, about 163.5 km downstream of the Upper Sharda Barrage.
- The **winter** is the perfect season to visit Lakhimpur Kheri. The temperature is favorable during winter for sight- seeing and other visits in and around Lakhimpur Kheri. October, November, December, February and March are the perfect months to visit the place.
- Strategic location for **Eco- tourism.**
- Major tourism attraction with **high footfall** for locals of Lakhimpur & nearby towns.
- 70 kms from **Dudhwa National Park**.
- 45 kms from **KatarniyaGhat Wildlife Sanctuary**.
- 90 kms from **Kishanpur Wildlife Sanctuary**.





SATELLITE MAP



BROAD SITE DETAILS


SHARDA CANAL
STATE HIGHWAY SH-21
Parking/Waiting area
153 mt
73 mt
1.072 ha
143 mt
73 mt
Non- metalled Road
Power House
पावर हाउस
Layers
3D