## U.P. Electronics Corporation Limited (U.P. Government Undertaking) 10, Ashok Marg, Lucknow-226001

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## **Request for Proposal (RFP)**

<u>FOR</u>

## Advisory Services for Operation of Loss Making and Closed Tourist Guest Houses / Units of Uttar Pradesh State Tourism Development Corporation Ltd. and Tourism Department of Government of Uttar Pradesh, on Lease & Development Agreement / Development & Management Contract Through Private Sector Participation

Bid REFERENCE	:	UPLC-IT-Consultant-UPTDC-18-05-2015
E-tender Portal	:	http://etender.up.nic.in

**Critical Dates** 

S	Particulars	Date	Time
Ν			
1.	Publishing Date	18 MAY 2015	06:00 PM
2.	Pre-Bid conference	22 MAY 2015	04:00 PM at UPLC
3.	Bid Submission Start Date	22 MAY 2015	06:15 PM onwards
4.	Bid Submission End Date	03 June 2015	04:00 PM
5	Financial Bid Opening Date	03 June 2015	05:00 PM at UPLC

Place of Opening e-Bids

: UP Electronics Corporation Ltd (UPLC) 10, Ashok Marg, Lucknow-226 001

## **Table of Contents**

e-Bid NOTICE	
SECTION I: LETTER OF INVITATION	5
SECTION II: INSTRUCTIONS TO BIDDERS (ITB)	7
SECTION III: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK (SOW)	16
SECTION IV: BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION,	23
SECTION V - STANDARD TERMS AND CONDITIONS	25
SECTION VI	29
Annexure I (Proposal Submission Form)	29
Annexure II (Consultant's General Information)	31
Annexure – III (Financial Proposal (BOQ))	32
Annexure -IV (Performance Guarantee)	33
Annexure -V (Detailed List of Loss making and closed tourist banglow / units of tourism Deptt	35

## e-Bid NOTICE

#### FOR

## Advisory Services for Operation of Loss Making and Closed Tourist Guest Houses / Units of Uttar Pradesh State Tourism Development Corporation Ltd. and Tourism Department of Government of Uttar Pradesh, on Lease & Development Agreement / Development & Management Contract Through Private Sector Participation

Online e-bids are invited from the Consultant Companies, who are already empanelled (vide tender reference no. UPLC-IT-CONSUL-EMP/03-12-14 RFP for Empanelment of Consultant(s) for Providing Advisory Services to UPLC/State Government) to **PROVIDE CONSULTANCY SERVICES Operation of Loss Making and Closed Tourist Guest Houses / Units of Uttar Pradesh State Tourism Development Corporation Ltd. and Tourism Department of Government of Uttar Pradesh, on Lease & Development Agreement / Development & Management Contract Through Private Sector Participation from 18th May 2015 to 03 June 2015 upto 04:00 P.M. and e-Bids shall be opened on the 03 June 2015 at 05:00 P.M. or afterwards. The details of submission of e-Bids are available in the e-Bid document uploaded on the e-tender portal <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and UPLC's website <a href="http://etender.up.nic.in">www.uplc.in</a>. The Corporation reserves the right to cancel any or all the e-Bids or annul the Bidding process without assigning any reason thereof.** 

Joint Manager (Consultancy) U.P. Electronics Corporation Ltd. (UPLC) 10, Ashok Marg Lucknow-226001

e-Bid Ref No: UPLC-IT-Consultant-UPTDC-18-05-2015

## **Request for Proposal (RFP)**

## <u>FOR</u>

## Advisory Services for Operation of Loss Making and Closed Tourist Guest Houses / Units of Uttar Pradesh State Tourism Development Corporation Ltd. and Tourism Department of Government of Uttar Pradesh, on Lease & Development Agreement / Development & Management Contract Through Private Sector Participation

#### Introduction

The Information Technology (I.T.) Act, 2000 enacted by Government of India provides the necessary legal and regulatory framework in which we will use IT in our daily lives. This law has created the right environment for the entry of the private entrepreneur and at the same time, defines the standards of services to the consumers and mainly to the rural masses.

U.P. Electronics Corporation Ltd (UPLC) is the nodal agency appointed by the Government of Uttar Pradesh to provide IT/ITES solutions to the departments. One of the main objectives of the State Government's IT effort is to provide speedy, transparent, accountable and efficient conduct of Government Systems and Delivery of Services. The Government of UP shall use Information Technology as a tool to reduce poverty. The Government is the largest service provider to the rural masses who are handicapped by the lack of information. The UPLC, being the nodal agency is committed to provide the necessary inventories for the spread of IT based education, healthcare, agriculture and allied information in the rural areas.

## SERVICES PROVIDED BY THE UPLC:

- I. To Provide IT and Project Consultancy to Various State Government Establishments of Uttar Pradesh.
- II. To provide services as 'System Integrator' to Various State Government Establishments of Uttar Pradesh.
- III. To Provide Hardware Solutions with Installation, Commissioning and Warranty (ICW) to meet out the requirement of Various State Government Establishments of Uttar Pradesh.
- IV. To Provide Software Solutions to cater to the requirement of Various State Government Establishments of Uttar Pradesh.
- V. To Provide IT&ITES Solution on a turnkey basis suitable for end-to-end or partial functioning of State Government Establishments.
- VI. To provide Computer Education and Training to the officials of various Government Departments/ Organizations/Institutions

## **SECTION I: LETTER OF INVITATION**

- Through this Request for Proposal (RFP), it is intended to invite e-Bids to PROVIDE CONSULTANCY SERVICES FOR <u>Advisory Services for Operation of Loss Making and Closed Tourist Guest Houses / Units</u> of Uttar Pradesh State Tourism Development Corporation Ltd. and Tourism Department of Government of <u>Uttar Pradesh</u>, on Lease & Development Agreement / Development & Management Contract Through Private <u>Sector Participation</u>. Bidders are advised to study the e-Bid document carefully.
- 2. Only those Consultant Companies who are empanelled in U.P. Electronics Corporation Ltd as Consultants vide e-bid reference no UPLC-IT-CONSUL/EMP/03-12-14 are eligible to participate in this Tender. e-Bids submitted by any other bidders will be treated as non responsive and will not be considered against this e-Bid.
- 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 Corporation may, at its own discretion, extend the date for submission of e-Bids. In such case all the rights and obligations of the Corporation 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 <u>http://etender.up.nic.in</u> and also on UPLC's website <u>www.uplc.in</u>. Interested Bidders may view, download the e-Bid document, seek clarification and submit these e-Bids online only on e-tender portal <u>http://etender.up.nic.in</u>, up to the date and time mentioned in the table below:-

e-Bid Reference No.	UPLC-IT-Consultant-UPTDC-18-05-2015		
Purpose	Request For Proposal (RFP) for SELECTION OF CONSULTANT TO		
	PROVIDE CONSULTANCY SERVICES for Operation of Loss		
	Making and Closed Tourist Guest Houses / Units of Uttar Pradesh State		
	Tourism Development Corporation Ltd. and Tourism Department of		
	Government of Uttar Pradesh, on Lease & Development Agreement /		
	Development & Management Contract Through Private Sector		
	Participation		
Date of Publication of e-Bid notice	18 <sup>th</sup> May 2015 on e-tender portal <u>http://etender.up.nic.in</u> and website		
	of UPLC <u>www.uplc.in</u>		
Last date for submission of e-Bids	03 June 2015 up to 04:00 P.M.		
Site for submission of e-Bid	http://etender.up.nic.in		
Site for submission of e-Bid           Web site address	http://etender.up.nic.in www.uplc.in		
Web site address	www.uplc.in		
Web site address e-mail address	www.uplc.in md@uplc.in, uplclko@gmail.com		
Web site address e-mail address e-Bid Inviting Officer	www.uplc.in md@uplc.in, uplclko@gmail.com Joint Manager (Consultancy)		
Web site address e-mail address e-Bid Inviting Officer Date of opening of Financial e-Bids	www.uplc.in         md@uplc.in, uplclko@gmail.com         Joint Manager (Consultancy)         03 June 2015 at 5:00 P.M.		

- 6. UPLC reserves the right to cancel any or all the e-Bids or annul the e-Bid process without assigning any reason thereof.
- 7. All the required documents must be uploaded by the Bidders electronically in the PDF format. 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-Bid portal <u>http://etender.up.nic.in</u>. The required electronic documents for each document label of

8. Technical (Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of single label file should not exceed 20-25 MB size.

## SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

## 1. **DEFINITIONS**

In this Contract, the following terms shall be interpreted:

- a. "Purchaser" means the Purchaser with which the selected Bidder signs the Contract for the service. In this Project, the purchaser is the "UPLC" means U.P. Electronics Corporation Ltd., 10, Ashok Marg, Lucknow-226001 on behalf of end Customer/Client Department.
- b. "The Consultant" means only those Consultant Companies who are already empanelled with U.P. Electronics Corporation Limited for providing advisory services to UPLC/State Government Departments vide eBid reference no. UPLC-IT-CONSUL/EMP/03-12-2014.
- c. "e-Bid" means the Technical proposal and the financial proposal.
- d. "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 Consultant for the work mentioned in this tender document.
- e. "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, payment terms, timelines and respective responsibilities of the Purchaser and the Bidder.
- f. "The Contract" means the agreement entered into between the UPLC on behalf of end Customer Department i.e. Uttar Pradesh State Tourism Development Corporation Ltd. and Tourism Department of Government of Uttar Pradesh and the Consultant, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- g. "The Contract rates" mean the charges for the various consultancy assignment payable to the Consultant under the Contract for the full and proper performance of its contractual obligations;
- h. "Services" means the Consultancy services and other obligations of the Consultant covered under the Contract;
- i. 'The Project Site", where applicable, means the sites or offices of various government departments located in Lucknow.
- j. "Day" means a calendar day.
- k. The "End-Customer/Client Department" means the Uttar Pradesh State Tourism Development Corporation Ltd. and Tourism Department of Government of Uttar Pradesh.

## 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 and UPLC's website www.uplc.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-Bid portal http://etender.up.nic.in.
- 2. Contents of e-Bid Document The nature and types of various consultancy services required, Bidding procedure, terms and conditions etc. are prescribed in the e-bid document. The e-bid document includes:
  - e-Bid NOTICE
  - SECTION I: LETTER OF INVITATION
  - SECTION II: INSTRUCTIONS TO BIDDERS (ITB)
  - SECTION III: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK (SOW)
  - SECTION IV: BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, **EVALUATION PROCESS**
  - SECTION V STANDARD TERMS AND CONDITIONS SECTION VI PROPOSAL SUBMISSION FORM

The Bidders are advised to examine all the instructions, Forms, terms and conditions, requirements and qualifications in the e-tender documents. Bidders are advised not to alter/ delete the text/ format on the Proposal Form. 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 his e-Bid.

**3.** Clarifications of e-Tender Documents

A prospective Bidder requiring any clarification of the e-tender documents may raise his point of clarification to UPLC's e-mail md@uplc.in or uplclko@gmail.com

4. Amendment of e-Tender Document

At any time prior to the deadline for submission of eBids, the UPLC 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 eBid documents. The relevant clauses of the e-tender documents shall be treated as amended accordingly.

It shall be the sole responsibility of the prospective Bidders to check the e-tender portal http://etender.up.nic.in and www.uplc.in from time to time for any amendment in the e- Bid document. In case of failure to get the amendments, if any, the UPLC 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, UPLC 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.

## 3. PREPARATION & SUBMISSION OF e-Bids

## 5. Documents Constituting the e-Bid

The e-Bids prepared by the Bidder shall comprise the following components: <u>e-Bids</u> - e-Bids will comprise of :

## a) Financial proposal submission form – Annexure – I, II & III

## 6. Documents to be Submitted by the Bidder

The Bidder shall furnish, as part of **Financial Proposal** (**Annexure I to III**), documents establishing the Technical qualification to perform the Contract. The documentary evidence in support of the information furnished should be submitted by the Bidder electronically in the PDF format. The Bidder's eligibility criteria and selection procedure are defined in **Section IV of e-Tender document**.

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-Bid portal.

## 7. 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 UPLC. An e-Bid with validity of a shorter period than specified, shall be rejected by the UPLC as non-responsive.

#### 8. Prices

- a) The Prices shall be quoted in Indian Rupees (INR).
- b) Bidder shall quote a fixed price as detailed in the RFP on a single responsibility basis. No adjustment of the Agreement price shall be made on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the Agreement. The payment based on commercial proposal of the Bidder shall be the only payment, payable by UPLC/ Uttar Pradesh State Tourism Development Corporation Ltd. and Tourism Department of Government of Uttar Pradesh, Lucknow, to the selected Bidder for completion of the contractual obligations by the selected Bidder under the Agreement, subject to the terms of payment specified in the Agreement. The price would be inclusive of all taxes, duties, charges and levies as applicable.
- c) The Bidder shall indicate the price in the prescribed format, it proposes under the Agreement. In absence of above information as requested, the Bid may be considered incomplete and be summarily rejected. The price components furnished by the Bidder in accordance with format provided in the RFP will be solely for the purpose of facilitating the comparison of Bids by UPLC.
- d) The prices, once offered, must remain fixed and must not be subject to any escalation for any reason whatsoever within the period of Project. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

## 9. Format and Signing of e-Bids

The Bidder shall prepare one electronic copy for the e-Bids.

Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All the pages/ documents of the e-Bid shall also be duly signed and should be uploaded as PDF as bidding documents.

## 10. Submission of e-Bids

The Bidders should submit their bids online only in the Submission module of e-Procurement website <u>http://etender.up.nic.in</u>

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. Therefore, Bidders are advised to submit the 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 UPLC and will not be returned. The bidders should submit their e-Bid considering the server time displayed in the e- Procurement website. 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 indicated in the e- tender 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.

Financial Bids will be electronically opened at **5:00 PM on 03 June 2015 or afterwards** in UPLC. The opening of financial bids shall be intimated later to all the technically qualified bidders. UPLC may, at its discretion extend this deadline for submission of e-Bid by amending the e- Bid document, in which case all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

The server time indicated in the Bid Management window on the e-Procurement website <u>http://etender.up.nic.in</u> will be the time by when the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit the e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e- Procurement website <u>http://etender.up.nic.in</u>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.

The bidder has to request the Corporation with a letter, attaching the proof of withdrawal and the bidder has to request the Corporation with a letter, attaching the proof of withdrawal and submission of e-Bid security/EMD in the office of Corporation, to return back the e-Bid security/EMD as per the manual procedure.

No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid security

The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the

revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e- Procurement website http://etender.up.nic.in. The bidder should then select "My Bids" option in the Bid Submission menu.

The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided above.

The bidders can submit their revised e-Bids as many times as possible by uploading their e- Bid documents within the scheduled date & time for submission of e-Bids. No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

## **Procedure for Submission of Bids**

Submission of Bids shall be in accordance with the instructions mentioned below:

For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website http://etender.up.nic.in. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration.

In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause (a) above.

For successful registration of DSC on e-Procurement website http://etender.up.nic.in the bidder must ensure that he/she should possess Class-2/Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e- Procurement website http://etender.up.nic.in is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses (a) and (b) above even before e-Bid submission date starts. The Corporation shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration moment before end date of submission but could not submit due to DSC registration moment before end date of submission but could not submit due to DSC registration moment before end date of submission but could not submit due to DSC registration moment before end date of submission but could not submit due to DSC registration moment before end date of submission but could not submit due to DSC registration moment before end date of submission but could not submit due to DSC registration moment before end date of submission but could not submit due to DSC registration moment before end date of submission but could not submit due to DSC registration moment before end date of submission but could not submit due to DSC registration problem.

The Bidder shall be required to use own Digital Signature while uploading its Bid. The Bidder shall be required to upload the Bid using its Digital Signature only. Failure to comply or usage of Digital signature of other firm shall be liable for rejection of the Bid.

The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/ Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ), which should be in the XLS format (Excel sheet).

After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the details, the bidder should click

"Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

Next the bidder should upload the Technical e-Bid documents for, Qualification details, e- Bid Form as per Technical Specification details and Price Schedule/BOQ" of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.

The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.

After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.

## **11. Deadline for Submission of e-Bids**

e-Bids must be submitted by the Bidders on e-tender portal <u>http://etender.up.nic.in</u>, not later than the date and time specified in this e-tender document.

The UPLC may extend this deadline for submission of e-Bids by amending the e-tender document in accordance with ITB Clause 4, in which case all rights and obligations of the UPLC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

UPLC 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 <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> as mentioned in the RFP.

## 12. Late e-Bids

The server time indicated in the Bid Management window on the e-tender portal <u>http://etender.up.nic.in</u> 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.

## 13. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the bidding documents may raise his point of clarification through Bid Management window after successfully logging to the e- procurement website <u>http://etender.up.nic.in</u>. The bidder may seek clarification by posting query in the relevant window after clicking "Seek Clarification" option in the view tender details window for tender which can be selected through my tender option of bid submission menu. The clarification will be replied back by the purchaser through the e-procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu. The purchaser may also respond to clarification raised by the prospective bidders on purchaser's e-mail address md@uplc.in".

## 14. Withdrawal and Resubmission of e-Bids

At any point of time, a Bidder can withdraw his/ her e-Bids submitted online before the e- Bids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <u>http://etender.up.nic.in</u>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/ her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder has to request the UPLC with a letter, attaching the proof of withdrawal and submission of e-Bids Processing Fee in the office of Managing Director, UPLC, to return back the e-Bids Processing Fee as per the procedure. The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The new one will replace the e-Bids submitted earlier. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents by following the methodology provided in clauses 09 above.

The Bidders can submit their revised Bids as many times as possible by uploading their e- Bids documents within the scheduled date & time for submission of e-Bids.

No e-Bids can be resubmitted subsequently after the deadline for submission of e-Bids.

## 15. Receipt and Opening of e-Bids by the Purchaser

Bidders are advised to submit their e-bids in 'Single-Bid' system with Financial bid only on e-tender portal.

UPLC will open all e-Bids, in the presence of bidder's authorized representatives who choose to attend at 5:00

## PM on 03 June 2015 at UP Electronics Corporation Ltd, 10, Ashok Marg, Lucknow-226 001. The bidder's

representatives who are present shall sign a register evidencing their attendance. 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.

#### 16. Notification of Award Notification to Bidder

Prior to the expiry of the Bid validity period, UPLC 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 award will constitute the formation of the Agreement. Upon the successful Bidder's furnishing of performance security, UPLC will promptly notify each unsuccessful Bidder and return their EMD.

#### 17. Signing of Agreement

At the same time as UPLC notifies the successful Bidder that its proposal has been accepted and UPLC shall enter into an Agreement with the successful Bidder.

#### 18. 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 UPLC may forfeit the EMD/ Performance Bank Guarantee. The contract will be then awarded to the next Bidder by the process of Re-Tendering.

#### 19. Bank Guarantee for Performance

The successful Bidder shall at his own expense may deposit with UPLC, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from UPLC, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to UPLC, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.

The Performance Guarantee may be submitted as Demand Draft/Banker's Cheque from a Scheduled Bank.

This Performance Guarantee shall be for an amount equivalent to 5% of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the Agreement period. Subject to the terms and conditions in the performance Bank Guarantee, at the end of 6 months, the Performance Bank Guarantee may be discharged/ returned by UPLC 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.

## **20.** Cost of preparation of eBids to be borne by the Bidders

Cost of preparation of the Bids shall be borne by the Consultant/ Consultancy concern regardless of the outcome of the bids.

# SECTION III: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK (SOW)

## **Background**

Government of Uttar Pradesh (GoUP) through Directorate of Tourism and UP State Tourism Development Corporation Ltd. (UPSTDCL), a 100% owned State Govt. company, incorporated under the Companies Act, 1956, owns and operates units/properties i.e. Rahi, Tourist Bungalows, Hotels, Motels, Restaurants, Resorts etc. in the State of Uttar Pradesh. Some of the units are owned by UPSTDCL and some units are owned by Directorate of Tourism.

With the objective of providing upgraded facilities to users, better management and promoting tourism, the Directorate of Tourism is envisaging development and management of those units/ properties which are closed & non-operational and others which are loss making by way of Lease & Development Agreement / Development & Management Contract through Private Sector participation.

To take the project forward, the authority through UPLC is now inviting the interested Consultant bidders to act as Transaction Advisers to sensitize the potential investors, understand and address their concern regarding the project, review project structure and carry out bid process and market the bid to invite the potential investors for running of these units.

The Transaction Advisers should also compile and analyze the financial data relating to all costs and revenues, and help in identification and allocation of project risks. An important aspect of good financial advice would be a clear assessment of the financial impact of a project on the Government and the users.

## 1. Project Objectives

With the objective of providing upgraded facilities to users, better management and promoting tourism, the Directorate of Tourism, GoUP is envisaging development and management of those units/ properties of Tourism Department and UPSTDCL which are closed & non-operational and others which are loss making by way of Lease & Development Agreement / Development & Management Contract through Private Sector participation. The details of all such units are placed at Annexure -V.

The Consultant to act as Transaction Advisers to sensitize the potential investors, lessees, management contractor, developers understand and address their concern regarding the project, review project structure and carry out bid process and market the bid to invite the potential investors for running of these units by way of Lease & Development Agreement / Development & Management Contract through private sector participation.

This Consultancy is to procure transaction related advice, develop a Revenue Model, undertake a financial appraisal and assist in the bidding process and award of the Project in a manner which ensures:

- (a) Participation by the best available companies in the bidding process;
- (b) Financing of the capital cost by the Lessee / Contractor; and
- (c) Optimising the revenue potential of the Project.

## 2. Scope of the Consultant:

## The Scope of Work of the selected Consultant shall include but not limited to the following:

(i) Assisting the Authority in the selection of suitable bidders (Lease /Management Contractor) in the entire bidding process up to the signing of the agreement;

(ii) Evaluation of the strategic objectives of the Authority in relation to the Project and advising on the commercial and capital structuring, especially with reference to Applicable Laws;

(iii) collection, compilation and analysis of relevant financial data relating to all costs and revenues;

(iv) prepare Feasibility Report;

(v) prepare a reasonable estimation of the likely revenues;

(vi) assisting the Authority in identification of project risks and in allocation of the same in an efficient and economic manner;

(vii) identification and quantification of estimated financial impact of the Project on government resources;

(viii) development of various possible alternatives for revenue maximisation and preparation of Revenue Model for the Project;

(ix) advising on tax-related issues arising out of the Project structuring;

(x) draft the Model Lease / Management Contract Agreement ;

(xi) preparation of a consolidated list of approvals/consents/clearances required from Government Instrumentalities; and

(xii) assist in preparation of Bid documents including the relevant Schedules of the Contract Agreement.

# In making its projections, recommendations and Reports, the Consultant shall identify the underlying assumptions and reach an agreement with the Authority in relation thereto.

**Transaction Advsory:** The Consultant shall advise and assist the Authority in the selection of suitable bidders (Lessee /Management Contractor) in a fair and transparent manner by the bidding process leading to final selection of the respective Contractors. The Consultant shall be responsible for review of the financial parameters and examination of the viability of the Project. The Consultant will also render advisory services for conducting the bid process and will assist in the preparation of bidding documents and in conducting the bidding process for selection of the contractor for the project. The Consultant shall also maintain, update and disseminate the necessary data and information related to the Project and the bid process. During interaction with the bidders and stakeholders, the Consultant shall assist the Authority in responding to all queries satisfactorily and within the specified time. The Consultant shall render advisory services upto the signing of the contract.

<u>Compilation and analysis of Data</u>: The Consultant shall, based on available information, compile and analyse the financial and commercial data relating to the unit and prepare a revenue and expenditure statement, on commercial

accounting principles, for three financial years preceding the consultancy. The expenditure statement shall include expenses on staff, material, contractual payments, etc.

**<u>Review of costs</u>**: Feasibility Report, along with the Management Consultant Agreement will indicate the nature and extent of infrastructure, facilities and services to be provided by the Lease / Management Contractor.

**Estimation of revenues:** The Consultant shall evaluate the available data and information with a view to preparing a reasonable estimation of the likely revenues to the Authority by way of Lease / Management Contract and from other sources of revenue, if any. It shall propose various options for optimising such revenues.

**Drafting of Model Lease /Management Contract Agreement:** The Consultant shall draft agreement in consultation with the Authority.

<u>Impact of Project on Government Resources:</u> The Consultant shall also identify and quantify the estimated financial impact of the Project on the resources of the Authority.

**Development of Revenue Model:** The Consultant shall identify and quantify all costs, expenses and revenues of the Project, and shall prepare cash-flow statements for the contract period. Based on the above, the Consultant shall prepare the Revenue Model for each unit which will indicate the possible capital structure, likely sources of financing, the costs of financing, the cash flow, debt service, return on investment etc. This would also include sensitivity analysis in relation to the critical parameters of the Revenue Model.

**Project Appraisal:** Based on the parameters specified in the draft Bid Documents as well as the Revenue Model, the Consultant shall prepare a unit-wise Appraisal Report for the Project outlining the salient features of the unit, its financial viability and its social and economic benefits. The Consultant shall work out the financial viability of the unit [with a view to estimating the likely IRR over a contract period of 30 (thirty) years and 60 (sixty) years] (**the** "Appraisal Report") or as revised/ stipulated by the Authority during the process.

Assistance in the RFP process: The Consultant shall prepare the Model RFP document for project-specific purposes. The Consultant shall also assist the Authority in the pre-qualification process. The Authority intends to pre- qualify and short-list bidders on the basis of the response to the RFP document.

Assistance in preparation of Bid Documents: The Consultant shall assist in preparing the Request for Proposal and draft Model Lease/ Management Contract Agreement. The Consultant may also suggest improvements in the development plan and in the Bid Documents. For this purpose, he shall work closely with the Authority. Bid documents would include the draft Model Lease/ Management Contract Agreement and the Feasibility Report. Bids to be submitted by the bidders shall be based on the aforesaid Bid Documents.

<u>Assistance in the Bid Process</u>: The Consultant shall assist the Authority in the bid process for selection of the Contractor from among the bidders and till the signing of the Contract Agreement. This will primarily relate to participation in pre-bid meetings and answering questions or issuing clarifications with the approval of the Authority. The Consultant shall also assist the Authority in engaging with the bidders on different aspects of the Project such as its assets, the process of the transaction, the Revenue Model and the structure of the Project. It will also assist the Authority in preparing internal notes and projections for securing governmental approvals, if any.

<u>Assistance in selection of the preferred bidder:</u> The Authority intends to select the preferred bidder on the basis of the Proposals received from pre-qualified bidders. Only financial proposals will be invited as part of the Bidding

Process. The Consultant shall assist the Authority in evaluating the financial proposals and in engaging with the selected bidder till execution of the contract.

**<u>Rendering advisory services:</u>** The Consultant shall provide such other advice and assistance as may be necessary and incidental to the Services and as may be requested by the Authority in respect of the Project, including but not limited to attending meetings, conferences and discussions with the Authority, and shall otherwise advise on and assist the Authority on the diverse commercial issues that may arise from time to time.

<u>**Tax and insurance-related Matters:**</u> During the course of the Consultancy, the Consultant may be called upon to advise on tax and / or insurance related issues affecting the Project.

## **Specific Requirements for the Project**

The consultant after due deliberation with the Authority will determine the units which are closed and loss making to be Leased out / to be given on Management Contract to the prospective bidder on the following terms & conditions which have been stipulated by the Authority:-

- a. These units are to be Leased out / to be given on Management Contract for thirty years and may be further renewed for thirty years.
- b. The prospective Bidder quoting the highest price for lease rent / fee, will be selected.
- c. The lease rent / fee will be increased @ 5% per annum.
- d. The bidder shall develop the units within 5 years.
- e. The lease rent payable to the Authority after completion of five years shall be determined on the basis of annual lease rent/ fee or @ 5% of the total business generated, whichever is higher.
- f. The valuation of the units is already available with the Authority as determined in Dec 2012 and there is no need to appoint new valuers. The existing valuation report shall be updated and used accordingly.
- g. Separate bidding process to be adopted for each unit in consultation with the Authority.
- h. The bidders can bid for one or more units.
- i. The units which have been developed in financial assistance from the Ministry of Tourism, Govt. of India, are to be developed as per the terms & conditions prescribed by the Govt. of India and permission for the same shall be taken from the Govt. of India in accordance with the applicable rules/ law.
- j. As a result of the proposed action, there should not be any deviation from the original purpose of operating the concerned unit.
- k. In future if the selected bidder violates the terms and conditions of the Lease/ Management Contract Agreement or is found misusing the property, then for cases there should be simple provisions for terminating the Agreement to avoid legal impediments.
- 1. The consultant may give preference to the prospective bidders for leasing out the Tourist Guest Houses /Units etc who have experience in the area of hospitality and tourism so that the scheme is proved to be successful.
- m. While adopting the bidding process, full transparency shall be maintained so as to attract maximum bidders resulting into benefits to the tourism in the State of UP

- n. If the bidder desires to register the lease deed, than in that case the bidder shall have to pay the applicable Stamp Duty as prescribe under Para 35, Schedule 1(Kha) of the Indian Stamp Act, 1899.
- o. In order to safeguard the interest of the employees of the closed and loss making units and their adjustments, following action may be kept in mind:
  - i) The interested employees may be provided the benefit of Voluntary Retirement Scheme (VRS).
  - ii) In case the new management and interested employees are agreeable, the services of such employees may be transferred to the new management on the existing service terms & conditions. In case the employees choose to remain with the Corporation (UPSTDCL) then they may be absorbed by the Corporation.
  - iii) The Authority may consider possibilities of accommodating the 3<sup>rd</sup> & 4<sup>th</sup> Class employees to other Departments or Corporations of Govt. of Uttar Pradesh.

16

100%

Description of Deliverables	Weeks	Payment (% of the contract value)
Project Inception Report	T + 1	10%
Revenue Model	T + 2	5%
Draft Appraisal Report	T + 4	15%
Appraisal Report on approval from the authority	T + 6	10%
Submission of Draft RFP	T + 8	10%
Submission of Final RFP on approval from authority	T + 9	10%
Submission of Technical Bid evaluation report	T + 13	10%
LOI issuance	T + 14	20%
Assistance in contract signing	T + 16	10%

## 3. Timeline & Payment Schedule: Following Payment will be made to the selected Consultant

## 4. Resource Deployment (Number of Experts, kind of expertise & qualification required)

Total

Bidders shall be required to deploy an appropriate team consisting of Consultants as per below mentioned requirements. The Bidder shall deploy requisite number of personnel's depending on the allotted work, however Bidder need to provide following resources mentioned in table below for the assigned consultancy work and these resources plus additional resources (if required) shall have to be deployed by the Bidder on engagement for identified task as indicated. The expectations on the resources that would be proposed for the project are as follows:

- a) The team together should have a mix of experts as per the requirement of the project.
- b) The team should consist of resources with prior experience in related field with required competence.
- c) Each member of the team must be a full time employee of the Bidder, no other resource would be outsourced till the project execution/completion, not adhering to this would be considered violation of the RFP terms & condition and liable for suitable actions deemed fit by Client Department.

d) In case of replacement of Onsite resource(s) or deployment of additional manpower, if any, the decision of Department shall be final and binding. Following is the indicative manpower required during the entire project period

S.N.	Type of Resource/ Expertise	Remarks
1	Financial Expert-cum-Team Leader	<ul> <li>Qualification: MBA in Finance or equivalent from a recognized University/Institute or CA/CFA/ICWA</li> <li>Experience: 15 (fifteen) years in financial services. He should have led the financial team in preparation of revenue model and Bid Management for 5 (five) Eligible Assignments, of which at least 2 (two) should be PPP projects based on Lease/ Management Contract/Privatisation/Disinvestment (upto the stage of transfer of assets).</li> <li>He will lead, co-ordinate and supervise the Consultancy Team for delivering the Consultancy in a timely manner as envisaged in this RFP. He shall not delegate his responsibilities except with the prior written approval of the Authority.</li> </ul>
2	Civil Engineer Expert [Sector Expert]	<ul> <li>Qualification: Degree/Post Graduate in Civil Engineering from a recognized University/ Institute</li> <li>Experience: 10 (ten) years in Construction/ Designing of Civil Structure. He should be well conversed with Hotel Designing, Construction &amp; Development. He should have worked as a sector expert for at least 2 (two) Eligible Assignments</li> <li>He will provide the sectorial perspective to the team to work out best marketable financial models for arriving at the need for development / modifications required in the respective properties.</li> <li>He will also be responsible for providing the inputs for Technical &amp; Financial parameters for prospective bidders.</li> </ul>
3	Hotel Management Expert [Sector Expert]	<ul> <li>Qualification: Degree/Post Graduate Diploma in Hotel Management from a recognized University/Institute</li> <li>Experience: 10 (ten) years in Hotel Management /Hospitality sector. He should be well conversed with Hotel Economics, Engineering, Planning &amp; Development. He should have worked as a sector expert for at least 4 (four) Eligible Assignments.</li> <li>He will provide the sectoral perspective to the team to work out best marketable financial models for arriving at the reserve price for each unit.</li> </ul>

		• He will also be responsible for providing the inputs for Technical & Financial parameters for prospective bidders.
4	PPP Expert	<ul> <li>Qualification: MBA from reputed institute</li> <li>Experience: 5 (Five) years in Infrastructure sector. He should have worked as a PPP expert for at least 4 (four) Eligible Assignments.</li> <li>He will provide the sectoral perspective and will be responsible for preparing the concessionaire Agreement, Bidding Documents, RFP etc.</li> </ul>
5	Finance Executive	<ul> <li>Qualification: Post Graduate in Finance /Commerce/ Accounts/ MBA from recognized University or Institute.</li> <li>Experience: 5 (five) years in the area of Financial Feasibility Studies, Economic Analysis, Demand Forecasting, preparing financial reports, costing, budget preparation, statement of expenditure and valuation of assets.</li> <li>He will assist the Financial Expert in working out the Revenue Model for each unit. He will also review the cost estimates based on the Feasibility Report and the Model Contract Agreement.</li> </ul>

Other than the above, **A Project Head** will be nominated by the Bidder who shall not be deployed on the project but shall be responsible for the accountability of the whole project, escalations, if any. However, if any other Expert is required as per project's requirement, then it shall be the bidder's responsibility to provide the same. The charges of the expert shall be mutually agreed upon.

## 5. Change Request

The following would constitute a Change request:

- 1. Any work which has not been specifically mentioned in the scope of work.
- 2. Any changes in the deliverables post approval by the Client/Purchaser.
- 3. Bid Process Management in case of re-tendering is to be done for reasons for which the consultants are not responsible.
- 4. Any delay in the project timelines beyond the calendar time mentioned in the tender document for which Bidder is not directly responsible.

# SECTION IV: BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION,

## **EVALUATION PROCESS**

## **Bidder's Eligibility Criteria**

Only those consultants shall be eligible for bidding in this tender who are empanelled with UPLC vide eBid reference no.UPLC-IT-CONSUL-EMP-03-12-2014 as on date of RFP publishing. Bids submitted by any other bidder would be treated as non-responsive.

- a) Bid should comprise of following sections:
  - i) Financial Bid only
- b) The Financial bid must be submitted on e-tender portal <u>http://etender.up.nic.in</u>.

## 1. Evaluation of Bid: -

- ✓ Constitution of Consultant Evaluation Committee (CEC)
  - The evaluation of the e-bids shall be carried out by Consultant Evaluation Committee (CEC), which shall be constituted by UP Electronics Corporation Limited consisting of members from finance, legal and other concern department of UPLC and technical expert(s) from Government/Institutions. The representative of Uttar Pradesh State Tourism Development Corporation Ltd. and Tourism Department of Government of Uttar Pradesh, or as may be decided later shall be a member of Consultant Evaluation Committee (CEC).
  - Bids of those bidders, who are not empanelled with UPLC as Consultants shall not be eligible to participate
- ✓ Technical Qualification: The consultants empanelled with UPLC are qualified to participate in the bidding process. The Bidders need to submit Annexure -I & Annexure –II with the Financial Bid, failing which the bid shall be treated as unresponsive & liable to be rejected.

## 2. Evaluation of Financial e-Bids

- The financial e-Bids shall be opened by CEC in presence of representative of the empanelled Bidders who chooses to attend. The name of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened.
- If there are conditions attached to any financial e-bids, which shall have bearing on the total cost, the Consultant Evaluation Committee, will reject any such e- bids as non-responsive financial proposal. However, if the CEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties or any such matter, the CEC may do so by inviting responses in writing.
- The total cost will include all Taxes and duties for which the purchaser made payments to the bidder and other reimbursable expenses, such as Travel, Translation, report printing or expenses etc. In the Financial Proposal Submission Form placed at Annexure III, the total cost of assignment as per Scope of work mentioned will be quoted.

## 3. Negotiations

Negotiations are not an essential part of the selection process. However, many times, with the
objective of optimal cost reduction in the interest of the State, it is felt necessary to conduct

negotiations with the selected Consultant. Negotiations shall include discussions of the TOR, the methodology, the staffing, Government Department inputs and special conditions of the contract. These discussions shall not substantially alter the original TOR or the terms of the contract, test the quality of the final products, its cost and the relevance of the initial evaluation be affected. The final TOR and the agreed methodology shall be incorporated in "Description of Services" which shall form part of the contract.

## 4. Award of Contract

- The Financial Bids will be opened by Consultant Evaluation Committee [CEC] appointed by UPLC/GoUP, in the presence of Bidder's representatives who choose to attend the Financial Bid opening on date and time communicated to all the empanelled Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices etc. shall be announced at the meeting. The commercial quotes of the Lowest Bidder shall be notified as L1. The Proposal shall be sent to the client department, upon their approval, the consultancy work will be awarded to L-1 Bidder.

#### 5. Contract Agreement

 All the terms and conditions shall also be applicable as per the empanelment agreement signed between UPLC and the Selected Consultant. However, in case the Client Department (Uttar Pradesh State Tourism Development Corporation Ltd. and Tourism Department of Government of Uttar Pradesh) wants to execute Project Specific Agreement, the Selected Consultant shall have to abide by the same.

#### 6. Confidentiality

The selected consultant will treat as confidential all data and information about the purchaser/end-customer, 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/end-customer.

## **SECTION V - STANDARD TERMS AND CONDITIONS**

Without limitation on the generality of this rule, consultant 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 IT implementation job concerned with the Project, for which the Consultancy has been awarded to the Consultant.

## Placement of Work Order

Work order shall be released to the selected consultant only after receipt of the work order from the client department. In case the corporation does not receive work order within the validity period of the proposal, the work order shall not be released to the consultant.

## **Terms and Conditions**

All the standard Terms and Conditions of the UPLC Master Agreement signed between Empanelled Consultant and UPLC shall be binding on both the parties.

## **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.

## **Conflict of Interest**

The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting 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 a continuation of the Services" under the ongoing contract. The consultants should provide professional, objective and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants 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, consultants shall not be hired, under the circumstances set forth below:

- a. Conflict between consulting activities and procurement of goods, works or services: A Consultant/Consultancy concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant / Consultancy concern hired to provide consulting 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.
- b. Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

- c. Relationship with Employer's staff: Consultants (including their personnel an sub- consultants) that have a business or family relationship with such member(s) of the Employees (UPLC) staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of;
  - $(i) \quad \mbox{The preparation of the TOR of the contract,} \\$
  - (ii) The selection process for such contract, or
  - (iii) 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 consultant's work.

## **Unfair Competitive Advantage**

Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the request for proposals and all information would be made available to all short listed consultants together.

## 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 on 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 Employer or any of its officers, employees, contractors, agents or advisers.

#### **Disclosure of Interests and Links**

The Bidders should disclose whether the Bidder (of this RFP) Company or its any of its associated company/firm/society or any entity with business interest, are already empanelled with or have applied for their empanelment with UPLC under any of the business activities such as Software or Hardware or Computer Education and Training, etc. or with business interest, any of the subsequent IT implementation job concerned with the Project. The bids of such bidders will not be considered.

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

## **Standards of Performance**

The consultant 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 consultant shall always act in respect of any matter relating to this contract as faithful advisor to the UPLC and Client Department i.e. Uttar Pradesh State Tourism Development Corporation Ltd. and Tourism Department of Government of Uttar Pradesh. The consultant shall always support and safeguard the legitimate interests of the UPLC and Client Department i.e. **Uttar Pradesh State Tourism Development Corporation Ltd. and Tourism Department of Government of Uttar Pradesh State Tourism Development Corporation Ltd. and Tourism Department of Government of Uttar Pradesh in any dealings with the third party. The consultant shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The consultant shall conform to the standards laid down in the RFP in totality.** 

#### **Limitation of Liability**

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

## **Consultant Personnel**

- a) The Consultant shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the requirement of project. There are specialized domains of project in concern and it is desirable from the consultant to deploy the domain/subject specialists, from time to time, who have adequate experience in the domain related with the project. The deployed resources should be dedicated in nature.
- b) Without the consent of Client Department i.e. Uttar Pradesh State Tourism Development Corporation Ltd. and Tourism Department of Government of Uttar Pradesh, no changes shall be made in the resources deployed on the project. If, for any reason beyond the reasonable control of the Consultant, as such retirement, resignation, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications, with approval from the Client Department.
- c) Maximum number of replacements to be made in the team of resources deployed on the required project shall not exceed beyond 2 for one year of the contract signed between UPLC and Consultant.
- d) Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- e) If the Client Department requests to replace resource(s), then Consultant shall be required to replace the resource(s) within 2 weeks from the date of request raised.

## 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.

## Assignment and Subcontracting

- a) Consultant shall not assign or transfer this contract or part thereof to any other party without written consent of the Client Department i.e. **Uttar Pradesh State Tourism Development Corporation Ltd. and Tourism Department of Government of Uttar Pradesh**.
- b) For the purpose of the liabilities under this Bid, the Bidder will be considered as a solely liable for delivery of all the components of the Bid and scope of work.

## **Intellectual Property Rights**

No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of 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. The Consultant shall indemnify the UPLC and Client Department from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, the UPLC and Client Department shall be defended in the defense of such proceedings.

#### **Governing Language**

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

#### Payment Terms

All payments from the client department i.e..**Uttar Pradesh State Tourism Development Corporation Ltd. and Tourism Department of Government of Uttar Pradesh** shall be receivable through NEFT/Cheque/Draft in favouring UP Electronics Corporation Limited, payable at Lucknow. After receipt of the payment from the client department the running payment may be released to the concerned Consultant as per the terms and conditions of the contract awarded to the Consultant by UPLC and approval of the deliverables and performance by the Client Department in project.

## <u>Taxes</u>

The Bidder may be subject to all applicable taxes (such as applicable Service Tax) on amounts payable by the Purchaser under the contract and applicable deductions such as TDS etc if any will be deducted from the amount payable to the consultant.

## **Termination of Contract**

The Consultant's association with the UPLC will terminate in case of following conditions:

- a) The term of Contract expires.
- **b**) Performance is below expected level
- c) Non-adherence to the timelines of the project.
- d) Quality of work is not satisfactory and not acceptable to the end user.

## Termination for Insolvency, Dissolution etc.

The UPLC may at any time terminate the Contract by giving written notice to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent or in case of dissolution of company or winding up of company. In this event termination will be without compensation to the Consultant,

provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the UPLC.

## **21. Fraud and Corruption**

Under the policy of "UP. ELECTRONICS CORPORATION" policy 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 UPLC

- 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 "UPLC" and includes collusive practices amongst consultant (prior to or after submission of proposals) with other Service Provider, designed to establish prices at artificial, noncompetitive levels and to deprive the "UPLC" of the benefits of free and open competition.
- Will reject a proposal for award if it determines that the consultant recommended for award is/was engaged in corrupt / fraudulent / coercive activities in getting the contract in question;
- Will cancel the consultant's contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices.
- Will declare a consultant ineligible, either indefinitely or for a stated period of time, to be awarded a "UPLC" contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in getting or executing the "UPLC" contract;
- Will cancel the contract if at any stage it comes to know that the selected Consultant or Consulting Company has any relation with any of the members of Consultancy Evaluation Committee (CEC) or the decision making authorities.

## SECTION VI - PROPOSAL SUBMISSION FORM

## (Bidders are advised not to alter/delete/add anything in the proposal submission form)

To:

The Managing Director, U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226001

## Ref: Submission of Proposal against your Tender Reference No UPLC-IT-Consultant-UPTDC-18-05-2015

## Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP reference No. UPLC-IT-Consultant-UPTDC-18-05-2015 For Providing Consultancy Services for Operation of Loss Making and Closed Tourist Guest Houses / Units of Uttar Pradesh State Tourism Development Corporation Ltd. and Tourism Department of Government of Uttar Pradesh, on Lease & Development Agreement / Development & Management Contract through Private Sector Participation, in full conformity with the said Tender document and our proposal (bid).

- 1. Our proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal.
- 2. We would like to declare that we the Bidder (of this Tender) Company or its any of its associated company/Firm/society or any entity with business interest, are neither already empanelled with nor have applied for their empanelment with UPLC under any of the business activities such as Software or Hardware or Computer Education and Training, etc. or with business interest, any of the subsequent work concerned with the Project. We know that such bids will not be considered.
- 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 business interest association or link in any manner with the Consultant Evaluation Committee members or its family members of his/hers associated 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 Deptt/ Organization/ Institution.
- 6. We declare that we have not been charged with any fraudulent activities by any Central / State / UT Government Deptt / 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 "Prevention of Corruption Act, 1988."
- 9. We understand that UPLC 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 UPLC-IT-Consultant-UPTDC-18-05-2015 for selection of Consultant 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 UPLC in case we are selected as Consultant against this tender by the UPLC.

We remain,

Yours sincerely,

Authorized Signature: Name and Title of Signatory:

Seal of Bidder Company

SN	Particulars	Description/Details
<b>A.</b>	Name of Bidding Company	
В	Address and Website	
С	Name of Managing Director/ CEO	
D.	a)Name of contact person for this bid (two reference)	
	b) Designation	
	c) Telephone & Mobile No.	
	d) email	

## **Financial Proposal Submission Form**

## **Annexure III**

Submission of Proposal against your RFP Reference No: UPLC-IT-Consultant-UPTDC-18-05-2015

We the undersigned, offer to provide Consultancy services to PROVIDE CONSULTANCY SERVICES FOR Operation of Loss Making and Closed Tourist Guest Houses / Units of Uttar Pradesh State Tourism Development Corporation Ltd. and Tourism Department of Government of Uttar Pradesh, on Lease & Development Agreement / Development & Management Contract Through Private Sector Participation our detail Financial Proposal is as follows:

**Amount in INR** 

SN	Particulars	Basic Rate	Service Tax (As Applicable - 12.36%)	Total Cost for Assignment
1	Cost of ProvidingCONSULTANCY SERVICESas per Scope of Work mentioned in Section III oftheRFPReferenceNo:UPLC-IT-Consultant-UPTDC-18-05-2015			
Tota	*Total Basic Rate al Financial quote of the captioned assignment in	Rupees		
wor	ds	_		

\* For Evaluation purpose Total Basic Rate will be considered

## **Annexure IV**

## PERFORMANCE GUARANTEE

Ref No..... Bank Guarantee No

Dated : .....

IN consideration	n of the Governor of Uttar Pradesh (hereinafter o	called "the Government") having
agreed; to exempt	(hereinafte	r called "the said Contractor(s)")
from the demand, under	the terms and conditions of an Agreement, date	ed made
between	and	for
(hereinafter called "the s	said Agreement"), of security deposit for the due	fulfillment by the said Contractor(s) of the
terms and conditions co	ntained in the said Agreement, on production of	a bank Guarantee for
Rs (Rupees	only) we,	(indicate name of the Bank)
(hereinafter referred to a	as "the Bank") at the request	/contractor(s)/, do
hereby undertake to pay	to the Government an amount not exceeding R	s against any loss
or damage caused to or	suffered or would be caused to or suffered by th	e Government by reason of any breach by
the said Contractor(s) of	f any of the terms or conditions contained in the	said Agreement.

2. 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 amount claimed 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. 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.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) supplier(s) shall have no claim against us for making such payment.

4 We,			(indicate name of the Ba	ank) further agree that	t the guarantee		
herein containe	erein contained shall remain in full force and effect during the period that would be taken for the performance of						
			tinue to be enforceable till all th	e dues of the Govern	ment under or by virtue		
of the said agre	eement ha	ve been fully p	baid and its claims satisfied or				
discharged	or	filed		office/	Department		
			certifies that the terms and c	onditions of the said	Agreement,		
have been full	ly and pro	operly carried	out by the said Contractor(s)	and accordingly disc	charges this guarantee.		
Unless a dema	nd or clain	m under this g	uarantee is made on us in writin	g on or before the			
		0	_ we shall be discharged from	all liability under thi	s guarantee		

thereafter. 5. 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 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 for bear or enforce any of the terms

and conditions relating to the said agreement and 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 provisions, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. 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 expiry date as mentioned in the RFP should be arrived at by adding 30 days to the Agreement completion date unless otherwise specified in the Bidding documents.
- The Bank Guarantee by Indian Bidders will be given from Scheduled Bank only. The Foreign Bidders will give Bank Guarantees from an Indian Bank situated in that country.

## Annexure – V

## Detailed List of Loss Making and Closed Tourist Bungalow/ Units of Tourism Department/ Uttar Pradesh State Tourism Development Corporation Limited

		A	. LIST OF LOSS	MAKING UNI	TS		
Sl	Name of	Address	Proposed	Period	Turnover	Expenses	OPL
No	Units		Arrangement		(R	s in Lakh)	
1	Rahi Tourist Bungalow Sonauli	Gorakhpur	Lease & Development Agreement	2008-2009	10.55	13.16	-2.61
		Lumbani Marg, Sunauli,		2009-2010	12.13	15.83	-3.70
	Sondun	Mahrajganj	rgreement	2010-2011	17.57	15.37	2.20
				2011-2012	14.56	17.95	-3.39
				2012-2013	13.43	16.81	-3.38
				2013-2014	12.78	16.76	-3.98
2	Rahi Tourist	Kanpur	Lease &	2008-2009	1.48	2.91	-1.43
	Bungalow Sankisa	Farukhabad Marg, Sankisa,	Development Agreement	2009-2010	3.12	3.38	-0.26
	Sankisa	Farrukhabad	rgreement	2010-2011	4.17	5.52	-1.35
				2011-2012	4.57	7.36	-2.79
				2012-2013	3.26	5.69	-2.43
				2013-2014	3.07	7.23	-4.16
3		Bajrang Chowk,	Lease &	2008-2009	6.87	8.58	-1.71
		Gandhi Nagar, Mahoha	Development Agreement	2009-2010	10.89	12.20	-1.31
		101unoou	rgreement	2010-2011	14.36	14.28	0.08
				2011-2012	9.43	13.78	-4.35
				2012-2013	8.68	12.92	-4.24
				2013-2014	10.73	15.10	-4.37
4	Rahi Tourist		Lease & Development Agreement	2008-2009	1.58	6.64	-5.06
	Bungalow Neemsar	Chakratirth, Sitapur		2009-2010	2.84	5.29	-2.45
	iveemsai Shapui	Shupu	rigreement	2010-2011	3.51	4.56	-1.05
				2011-2012	3.48	4.43	-0.95
				2012-2013	4.57	3.91	0.66
				2013-2014	5.45	5.84	-0.39
5	Rahi Tourist	Sidharthnagar	Lease &	2008-2009	0.08	1.00	-0.92
	Bungalow Kapilvastu	Lumbani Marg, Kapilvastu Sidharth Nagar	Development Agreement	2009-2010	0.07	0.72	-0.65
	- upit ( ubit			2010-2011	0.16	0.98	-0.82
				2011-2012	0.17	1.24	-1.07

				2012-2013	0.17	1.57	-1.40	
				2013-2014	0.20	1.63	-1.43	
6	Rahi Tourist Bungalow Bateshwar	Near Bateshwar	Lease &	2008-2009	0.26	0.90	-0.64	
		Dham, Bateshwar, Agra	Development Agreement	2009-2010	0.36	0.74	-0.38	
			Agreement	2010-2011	0.82	1.06	-0.24	
				2011-2012	0.50	1.50	-1.00	
				2012-2013	0.42	1.59	-1.17	
				2013-2014	0.35	1.56	-1.21	
7	Rahi Tourist Bungalow	Lalitpur Jhansi Marg, Deogarh, Lalitpur	Development Agreement 2009 2010 2011 2012	2008-2009	0.07	0.51	-0.44	
				2009-2010	0.07	0.74	-0.67	
	Deogarh			2010-2011	0.10	1.96	-1.86	
				2011-2012	0.07	3.87	-3.80	
				2012-2013	0.18	3.57	-3.39	
				2013-2014	0.12	1.58	-1.46	
8	Rahi Tourist Bungalow Vrindavan	Near Pagal Baba Mandir, Vrindavan,	Lease &	2008-2009	-	-	-	
			Development Agreement	2009-2010	-	-	-	
		Mathura	,	Agreement	2010-2011	-	-	-
			2012-2013 9	7.68	9.81	-2.13		
				2012-2013	9.13	10.69	-1.56	
				2013-2014	6.31	12.62	-6.31	
9	Rahi Tourist Bungalow Deva Shareef	Deva Shareef, Barabanki	Lease & Development Agreement	2008-2009	-	-	-	
				2009-2010	-	-	-	
				2010-2011	0.55	3.06	-2.51	
				2011-2012	1.03	2.08	-1.05	
				2012-2013	0.30	2.22	-1.92	
				2013-2014	0.43	2.30	-1.87	
10	Rahi Tourist Bungalow Tiger Den Pallia	galow Palia Kalan, er Den Lakhimpur-	Development Agreement 2009-20 2010-20 2011-20 2012-20	2008-2009	4.68	5.92	-1.24	
				2009-2010	6.99	7.58	-0.59	
				2010-2011	6.76	7.71	-0.95	
				2011-2012	5.81	8.29	-2.48	
				2012-2013	2.46	6.31	-3.85	
				2013-2014	2.16	6.05	-3.89	
11	Rahi Gokul	Mathura Delhi	Lease &	2008-2009	19.80	21.09	-1.29	
	Restaurant,	By Pass,	Development	2009-2010	25.45	28.47	-3.02	

	Mathura	Mathura	Agreement	2010-2011	31.39	31.97	-0.58
				2011-2012	28.53	28.73	-0.20
				2012-2013	23.35	25.79	-2.44
				2013-2014	14.87	23.69	-8.82
12	Rahi T.R.C.		Lease &	2008-2009	-	-	-
	MathuraCrossing Near Rail Station Road, MathuraDevelopment Agreement	Development Agreement	2009-2010	.009-2010 3.94 3.7	3.76	0.18	
		rigicoment	2010-2011	7.56	7.82	-0.26	
				2011-2012	7.15	10.36	-3.21
				2012-2013	7.41	9.34	-1.93
				2013-2014	6.20	6.77	-0.57

	B. LIST OF CLOSED UNITS					
Sl No	Name of Units	Address	Proposed Arrangement	Year of Closing		
1	Rahi Tourist Bungalow Sukratal	Sukratal Distt. Muzaffarnagar	Development & Management Contract	July 2001		
2	Rahi Tourist Bungalow Radha Kund	Radha Kund Distt. Mathura	Development & Management Contract	July 2001		
3	Rahi Tourist Bungalow Gokul Gaon	Gokul Gaon Distt. Mathura	Lease & Development Agreement	July 2001		
4	Rahi Tourist Bungalow Barsana	Barsana Distt. Mathura	Lease & Development Agreement	July 2001		
5	Rahi Tourist Bungalow Hargaon	Hargaon Distt. Sitapur	Lease & Development Agreement	July 2001		
6	Rahi Tourist Bungalow Narora	Narora Distt. Bulandshahr	Lease & Development Agreement	November 2001		
7	Rahi Tourist Bungalow Kachhala	Kachhla Distt. Badaun	Lease & Development Agreement	July 2001		
8	Rahi Tourist Bungalow Bhadohi	(Sant Kabir Nagar) Bhadohi	Lease & Development Agreement	July 2001		
9	Rahi Tourist Bungalow, Muzaffarnagar	Distt. Muzaffarnagar	Lease & Development Agreement	July 2001		
10	Rahi Tourist Bungalow Chunar	Distt. Mirzapur	Lease & Development Agreement	July 2001		
11	Rahi Tourist Bungalow Shikohabad	Agra Ferozabad Bypass Distt. Shikohabad	Lease & Development Agreement	November 2007		
12	Rahi Tourist Bungalow Munshiganj	Munshiganj Distt. Sultanpur	Lease & Development Agreement	July 2001		

13	Rahi Tourist Bungalow	Soron Distt. Etah.	Lease & Development	July 2001
	Soron		Agreement	

C. LIST OF NON-OPERATIONAL UNITS				
Sl No	Name of Units	Address	Proposed Arrangement	
1	Rahi Tourist Bungalow Bhupia Mau	Bhupia Mau Distt. Pratapgarh	Lease & Development Agreement	
2	Way Side Amenities Kandhla, Muzaffarnagar	Kandhla Distt. Muzaffarnagar	Lease & Development Agreement	
3	Rahi Tourist Bungalow Patna Pachhi Vihar	Patna Pachhi Vihar Distt. Etah	Lease & Development Agreement	
4	Rahi Tourist Bungalow Deoriya	Distt. Deoriya	Lease & Development Agreement	
5	Rahi Tourist Bungalow Devkali	Devkali Distt. Auraiya	Lease & Development Agreement	
6	Rahi Tourist Bungalow Khurja	Delhi Bypass Distt. Aligarh	Lease & Development Agreement	
7	Rahi Tourist Bungalow Sandi Jheel	Near Sandi Distt. Hardoi	Lease & Development Agreement	
8	Rahi Tourist Bungalow Ramgarh Tal	Ram Garh Tal Distt. Gorakhpur	Lease & Development Agreement	
9	Rahi Yatri Niwas Bithoor	Bithoor Distt. Kanpur	Lease & Development Agreement	
10	Tourism Complex Nangla Chandrabhan	Nangla Chandrabhan Distt. Mathura	Lease & Development Agreement	
11	Rahi Tourist Bungalow Basti	Distt. Basti	Lease & Development Agreement	
12	Rahi Tourist Bungalow Kalinger	Kalinger Fort Distt. Banda	Development & Management Contract	