



**RFP  
Document  
for  
Selection of an “Event Management Agency” (EMA) from  
Empanelled EMAs for Conceptualizing, Designing, Fabrication,  
Installation & Management of  
Invest UP Stall & Temporary Guest House Facilities during  
“Maha Kumbh-2025”  
being organised from 12<sup>th</sup> January to 26<sup>th</sup> February 2025 at  
Prayagraj, Uttar Pradesh**

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**Invest UP**

(A Nodal Agency of Government of U.P. for Investment Promotion)

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## NOTICE INVITING TENDER

***Selection of an “Event Management Agency” for Conceptualizing, Designing, Fabrication, Installation, Upkeep & Management of Invest UP’s Stall & Guest House Facilities during “Maha Kumbh-2025” being organised from 13<sup>th</sup> January to 26<sup>th</sup> February 2025 at Prayagraj***

**Invest UP** – A Nodal Agency for Investment Promotion and Investor Facilitation of Government of Uttar Pradesh; invites e-bids from Empanelled Event Management Agencies for Conceptualizing, Designing, Fabrication, Installation and Management of Invest UP Stall and Guest House facility during “Maha Kumbh-2025” being organised from 12<sup>th</sup> January to 26<sup>th</sup> February 2025 at Prayagraj, Uttar Pradesh.

The details of submission of e-Bids are available in the RFP document uploaded at the e-Tender portal <https://etender.up.nic.in> and Invest UP’s website <https://invest.up.gov.in/>. Invest UP reserves the right to cancel any or all the e-Bids or annul the bidding process without assigning any reason thereof.

**Issuing Authority:**

GM – External Events

**Invest UP,**

6<sup>TH</sup> FLOOR, A-BLOCK, PICUP BHAWAN, VIBHUTI KHAND

GOMTI NAGAR, LUCKNOW-226010 (U.P.)

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## **DISCLAIMER**

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Invest UP or any of their 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 Invest UP 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 preparing their technical proposals and financial offers pursuant to this RFP (the “**Proposal**”).

This RFP includes statements, which reflect various assumptions and assessments arrived at by Invest UP in relation to the Assignment. 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 Invest UP, 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 this RFP 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 depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Invest UP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Invest UP, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or 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 in this Bid Stage. The Invest

UP 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. Invest UP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that Invest UP is bound to select a Bidder or to appoint the Selected Bidder or Event Management Agency, as the case may be, for the Assignment and the Invest UP reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Invest UP or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the bidder. Invest UP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

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## **INSTRUCTIONS FOR E-TENDERING**

The bidding process for this RFP will be completed online through e-Tender portal. The RFP document can be downloaded free of cost from the e-Tender portal.

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.

For successful registration of DSC on e-Procurement portal <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 even before e-Bid submission date starts.

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 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.

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-Tender portal <https://etender.up.nic.in>. The required electronic documents for each document label of Technical (Fee details, 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. Along with the bids, the cost of RFP document has to be paid through NEFT or RTGS before the bid submission end date. The e-bids will be opened at:

### **Meeting Room – Invest UP**

6<sup>th</sup> Floor, A-Block, PICUP Bhawan, Vibhuti Khand Gomti Nagar, Lucknow-226010



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## SECTION-1 : SCHEDULE OF BIDDING PROCESS

Invest UP would endeavour to adhere to the following schedule during the Bidding Process:

Sl. No.	Description	Date(s)
1.	Date of Publication of e-Tender Notice and e-Tender document (T0) on e-Tender Portal <a href="https://etender.up.nic.in">https://etender.up.nic.in</a>	01-01-2025
2.	Receipt of pre-bid queries	03-01-2025
3.	Pre-bid Meeting	03-01-2025 at 2.00 pm
4.	Issue of corrigendum, if any	04-01-2025
5.	Bid Submission Start Date	01-01-2025
6.	Proposal Due Date (Bid Submission Closing Date)	09-01-2025 at 3.00 pm
7.	Opening of Technical e-Bids	09-01-2025 at 4.00 pm
8.	Technical Presentation	09-01-2025 at 5.00 pm
9.	Financial Bid Opening	To be intimated to Technically Qualified Bidders
10.	Venue for Pre-Bid Meeting, Opening of E-Bids and Technical Presentation	At Meeting Room – Invest UP, 6 <sup>th</sup> Floor, A-Block, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow

Pre-bid queries should be submitted at- [info@investup.org.in](mailto:info@investup.org.in) with subject as: “Pre-bid Queries for Selection of EMA for Maha Kumbh Mela 2025”.

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## **SECTION-2 : Terms of Reference**

### **2.1. About Invest UP**

"Invest UP," the Nodal Agency of the Government of Uttar Pradesh for investment promotion and investor facilitation. It is dedicated to facilitating investment in infrastructure, industrial, and service sectors, as well as solving problems of existing and upcoming industries with interventions from government departments.

Invest UP shoulders the responsibility of resolving various issues of entrepreneurs related to other government departments of the state through consistent follow-ups, regular meetings, and enabling the smooth implementation of various policy formulated for the industrial development of the state. Acting as a catalyst between entrepreneurs and government departments, Invest UP creates a suitable environment for industrial development in the state and also assists in attracting investment to the state.

### **2.2. About Maha Kumbh-2025:**

The Maha Kumbh Mela 2025 is set to take place in Prayagraj, Uttar Pradesh, from January 13 to February 26, 2025. It is a gathering of devotees, saints, scholars, and tourists from India and various countries around the world.

The Maha Kumbh Mela is unparalleled in scale, with the 2025 event in Prayagraj expected to attract an estimated 400 million visitors, making it one of the largest gatherings in the world.

The event brings together individuals from all walks of life, offering a platform for spiritual connection, cultural exchange, and international tourism.

### **2.3. Participation of Invest UP at Maha Kumbh-2025:**

INVEST UP is participating in the Maha Kumbh Mela 2025 and envisioned to build a showcase area in form of a stall at this event. INVEST UP will showcase the investment opportunities in Uttar Pradesh. A space of approximately 45,000 sq. ft. (300ft \* 150ft) has been allocated to INVEST UP at this event.

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## SECTION-3 : SCOPE OF WORK

For the scope of this tender, the selected agency (EMA) will fabricate custom made stall and a temporary stay facilities on a turnkey basis. The approximate Stall space is of 4000 sq. ft. (200 ft. X 20 ft.) and the remaining area of 41,000 sq. ft. to be used for temporary stay facilities including dedicated parking space for at least 3 four wheelers and a few 2-wheeler vehicles. Proposals are invited based on the design proposed by EMA and the general requirements provided below but are not limited to listed as below. All proposals must either meet or exceed the requirements contained herein. It will also be sole responsibility of the bidder to provide all the components as listed under this Scope of Work in best possible. Hence, EMA will also be responsible for venue planning for the area allocated to Invest UP.

### A. Invest UP Stall (4,000 sq.ft.)

#### General Requirements:

1. Design, fabrication, setup, installation and dismantling of **custom-made stall in an area of 4000 sq. ft as per design proposed by bidder and approved by Invest UP.**
2. The stall to have customized design as per sectoral achievements and policies.
3. Optimum use is to be made of the space, in keeping with the overall theme and décor of the Stall.
4. Digital displays/showcase to be preferred over conventional stall design.
5. The fascia of the Stall shall clearly state the Invest UP's name
6. Enough movement space to be given for Public and Dignitary movement
7. No flex to be used for display printing. Only high-quality vinyl to be used.
8. Back lit and front lit should be suggested as per aesthetic requirements.
9. Setting up a pantry with tea/coffee vending machine.
10. At least 6 literature/booklet stands
11. A CEO office with comfortable seating arrangements, including sofas, coffee tables, and side tables, to accommodate 8-10 people. The office to be equipped with a working heater and proper insulation to maintain a temperature of 25-30°C.
12. A separate Meeting area in the stall with proper sofa arrangements, coffee tables and side tables to accommodate 10-15 people. The area to be equipped with two working heaters and proper insulation to maintain a temperature of 25-30°C.
13. Display of at least 2 LED video wall (of 12x08 Feet each).
14. LED video Displays 50 Inch. – at least 5 Nos.
15. LED Display panels on the exterior part exhibiting different sector/policy offerings.
16. At least 6 Round tables with 24 chairs in the main stall area
17. LED lights & Power Sockets
18. Needle Punch carpet on wooden flooring
19. 10 spare Chairs.
20. Area Deployment

21. Minimum 2 Interactive Screens.
22. Maintain supply of Water Bottles of 200 ml capacity throughout event duration
23. Sound System.
24. 4 Small dustbins for dry waste and 2 large dustbins.
25. At least 2 fishbowls for keeping visiting cards at reception.
26. Merchandise i.e. 3000 good quality cotton/jute bags with Invest UP Branding.
27. Maintain the supply of Tea & Coffee and cookies throughout event duration
28. A few bowls with candies at roundtables.
29. Plant fillers to enhance the aesthetics of the stall.
30. Provide 10 flower bouquets and 10-15 small planters for gifting purposes, readily available upon demand by Invest UP
31. Photography and videography
32. At least two dedicated manpower deployment for maintenance, management and upkeep of the stall throughout the duration of event
33. High speed internet connectivity for Invest UP Stall and Guest House
34. Presence of two hostess at the stall on all days of the event
35. Use good quality materials (such as ply board, veneer etc.) for the fabrication of Stall
36. Ensure 24x7 power supply
37. All designs/creatives will be provided by Invest UP, however, resizing and refitting of creatives as per stall layout will be responsibility of EMA

## **B. Guest House Facility (41000 sq. ft.)**

### **General Requirements:**

#### **1. One Presidential Suite: Sitting Area, Meeting cum Dining Room and Bedroom Area (1500 Sq. Ft. X 1 = 1,500 Sq. Ft.)**

- **Sitting Area:**

Sitting area to include:

- A sofa set with high-quality upholstery (3-seater sofa, two armchairs and a coffee table).
- A sideboard or console table for personal belongings.
- A writing desk with a chair, notepad, and pen.
- Two ceramic cups and a 1-litre electric kettle (ISO Certified) with regular supply of tea bags, coffee sachets, sugar, and milk powder.
- The sitting area should be properly insulated and equipped with a functioning heater to maintain a temperature of 25–30°C.
- High-quality furniture, fixtures, and fittings adhering to industry best practices and ISI standards.
- Adequate lighting and proper ventilation.
- A mosquito repellent device with a refill.
- A 50 inch LED with active DTH connection
- A dustbin and foot mat.
- A fire extinguisher for safety.

- **Meeting-cum-Dining Room:**

Meeting cum Dining Room to include:

- Comfortable seating arrangements (sofas, coffee tables) to accommodate 4-6 people.
- Include plants and various decorative items to elevate the ambiance of the space
- Provision of refreshments, including a water dispenser and a coffee/tea/soup maker, with a continuous supply of beverages.
- Attached toilet facility with WC, flush tank, wash basin, Mirror, towel rod, napkin holder, foot mat, exhaust fan, soap dispenser with liquid soap and tumbler
- Audio-visual setup for entertainment (e.g., min 50-inch LED TV with DTH).
- A Fire extinguisher

- **Bedroom Area:**

Bedroom to include:

- A double bed with high-quality linens (i.e., bedsheets, pillow cover, towels, and a woollen blanket), a mattress (minimum 6 inches), and pillows. The linen is to be replaced daily.
- Two side tables and a large wardrobe with at least 6 hangers and a locker.
- Two ceramic cups and a 1-litre electric kettle (ISO Certified) with a supply of tea bags, coffee sachets, sugar, and milk powder.
- The room should be properly insulated and equipped with a functioning heater to maintain a temperature of 25–30°C.
- High-quality furniture, fixtures, and fittings adhering to industry best practices and ISI standards.
- Provision of extra bed to be kept (in case, if required)

- **Attached Shower and Toilet:**

Attached shower and toilet to include:

- WC, bath, flush tank, exhaust fan, and wash basin.
- Tiled flooring (anti-skid) with proper slope and water drainage.
- Mirror, fresh towels for each resident, towel rod, napkin holder, dustbin, and tumbler.
- The towel is to be replaced with a fresh towel daily
- A bucket (5–10 litre), mug, and hanger.
- Soap dispenser, brush holder and toilet paper roll with holder.
- Two toiletries' kits (each kit will contain a branded toothbrush, branded toothpaste, branded soap, branded moisturiser, a comb and branded shampoo). The toiletries kit is to be provided for each new guest upon entry, as well as upon request during their stay.
- Maintain continuous cold and warm water supply (with a branded geyser) in taps, with proper pressure.
- For cold water supply line use 25 mm dia G.I. Pipe, ISI mark.

- For hot water supply line use 15 mm dia G.I. Pipe, ISI mark.
- For drainage, use 75mm/100mm dia PVC pipe, ISI mark.
- A waste disposal system, including a covered bin for sanitary waste management as per local administration guidelines.

## 2. Five (5) Suites : Sitting Area and Bedroom Area (900 Sq. Ft. X 5 = 4,500 Sq. Ft.)

### • **Sitting Area:**

Sitting area to include:

- A sofa set with high-quality upholstery (3-seater sofa, two armchairs and a coffee table).
- A sideboard or console table for personal belongings.
- A writing desk with a chair, notepad, and pen.
- Two ceramic cups and a 1-litre electric kettle (ISO Certified) with regular supply of tea bags, coffee sachets, sugar, and milk powder.
- The sitting area should be properly insulated and equipped with a functioning heater to maintain a temperature of 25–30°C.
- High-quality furniture, fixtures, and fittings adhering to industry best practices and ISI standards.
- Adequate lighting and proper ventilation.
- A mosquito repellent device with a refill.
- A 50 inch LED with active DTH connection
- A dustbin and foot mat.
- A fire extinguisher for safety.

### • **Bedroom Area:**

Bedroom to include:

- A double bed with high-quality linens (i.e., bedsheets, pillow cover, towels, and a woollen blanket), a mattress (minimum 6 inches), and pillows. The linen is to be replaced daily.
- Two side tables and a large wardrobe with at least 6 hangers and a locker.
- Two ceramic cups and a 1-litre electric kettle (ISO Certified) with a supply of tea bags, coffee sachets, sugar, and milk powder.
- The room should be properly insulated and equipped with a functioning heater to maintain a temperature of 25–30°C.
- High-quality furniture, fixtures, and fittings adhering to industry best practices and ISI standards.
- Provision of extra bed to be kept (in case, if required)

### • **Attached Shower and Toilet:**

Attached shower and toilet to include:

- WC, bath, flush tank, exhaust fan, and wash basin.
- Tiled flooring (anti-skid) with proper slope and water drainage.
- Mirror, fresh towels for each resident, towel rod, napkin holder, dustbin, and tumbler.

- The towel is to be replaced with a fresh towel daily
- A bucket (5–10 litre), mug, and hanger.
- Soap dispenser, brush holder and toilet paper roll with holder.
- Two toiletries' kits (each kit will contain a branded toothbrush, branded toothpaste, branded soap, branded moisturiser, a comb and branded shampoo). The toiletries kit is to be provided for each new guest upon entry, as well as upon request during their stay.
- Maintain continuous cold and warm water supply (with a branded geyser) in taps, with proper pressure.
- For cold water supply line use 25 mm dia G.I. Pipe, ISI mark.
- For hot water supply line use 15 mm dia G.I. Pipe, ISI mark.
- For drainage, use 75mm/100mm dia PVC pipe, ISI mark.
- A waste disposal system, including a covered bin for sanitary waste management as per local administration guidelines.

### 3. Fifteen (15) Bedrooms: (400 Sq. Ft. X 15 = 6,000 Sq. Ft.)

- Each bedroom to include:
  - A Double bed with high-quality linens (i.e. bedsheets, pillow cover, towels, and a woollen blanket), a mattress (minimum 6 inches), pillows. The linen to be replaced daily.
  - Provision of extra bed to be kept (in case, if required)
  - Two side tables and a large wardrobe with at least 6 hangers and two lockers.
  - Chairs, a writing desk, notepad, and pen.
  - Two ceramic cup & 1-litre electric kettle (ISO Certified) with a supply of tea bags, coffee sachets, sugar, and milk powder.
  - The room should be properly insulated and equipped with a functioning heater to maintain a temperature of 25–30°C.
  - High-quality furniture, fixtures, and fittings adhering to industry best practices and ISI standards.
  - An attached shower and toilet equipped with:
    - a) WC, bath, flush tank, exhaust fan and wash basin
    - b) Tiled flooring (Anti-skid Flooring) with proper slope and water drainage
    - c) Mirror, fresh towels to each resident, towel rod, napkin holder, dustbin, and tumbler
    - d) The towel is to be replaced with a fresh towel daily
    - e) A bucket (05-10 litre), mug, and hanger.
    - f) Soap dispenser and toilet paper roll with holder
    - g) Two Toiletries kits (each kit will contain i.e., a branded toothbrush, a branded toothpaste, a branded soap, and a branded shampoo). The toiletries kit to be provided for each new guest upon entry, as well as upon request during their stay.
    - h) Maintain continuous cold and warm water supply (with a branded geyser) in taps, with proper pressure
    - i) For Cold water supply line use 25 mm dia G.I. Pipe, ISI mark

- j) For Hot water supply line 15 mm dia G.I. Pipe, ISI mark
- k) For drain use 75mm/100mm dia PVC pipe, ISI mark
- l) A waste disposal system, including a covered bin for sanitary waste management as per the local administration guidelines
- Adequate lighting, proper ventilation, and heating facilities.
- A mosquito repellent device with a refill.
- A dustbin and foot mat
- Two pair of Slippers
- A fire extinguisher for safety.

#### 4. **Four (4) Dormitories :**

##### **Each Dormitory must have following facilities: (400 Sq. Ft. X 4 = 1,600 Sq. Ft.)**

- Accommodate 6 single beds, each with high-quality linens (including bedsheets, pillow covers, towels, and a woollen blanket), a mattress (minimum 6 inches) a pillow and a side table. The linens of each bed to be replaced daily.
- Adequate lighting, ventilation, and heating facilities.
- 4 Chairs
- Two 1-litre electric kettles (ISO Certified) with a supply of tea bags, coffee sachets, sugar, milk powder and disposable cups.
- The room should be properly insulated and equipped with minimum 4 functioning heaters to maintain a temperature of 25–30°C.
- High-quality furniture, fixtures, and fittings adhering to industry best practices and ISI standards.
- An attached shower and toilet equipped with:
  - a) WC, bath, flush tank, exhaust fan and wash basin
  - b) Tiled flooring (Anti-skid Flooring) with proper slope and water drainage
  - c) Mirror, fresh towels for each resident, towel rod, napkin holder, dustbin, and tumbler
  - d) The towel is to be replaced with a fresh towel daily
  - e) A bucket (05-10 litre), mug, and hanger.
  - f) 6 Toiletries kits (each kit will contain i.e., a branded toothbrush, a branded toothpaste, a branded soap, and a branded shampoo). The toiletries kit to be provided for each new guest upon entry, as well as upon request during their stay.
  - g) Soap dispenser with branded hand wash liquid and toilet paper roll with holder
  - h) Maintain continuous cold and warm water supply (with a branded geyser) in taps, with proper pressure
  - i) For Cold water supply line use 25 mm dia G.I. Pipe, ISI mark
  - j) For Hot water supply line 15 mm dia G.I. Pipe, ISI mark
  - k) For drain use 75mm/100mm dia PVC pipe, ISI mark
  - l) A waste disposal system, including a covered bin for sanitary waste management as per the local administration guidelines
- Two mosquito repellent device with a refill.

- Three dustbins and foot mats
- Two fire extinguishers for safety
- 6 Lockers and wardrobes with hangers for individual storage.

**5. Two (2) Lounge Area-cum-Dining Area: (900 Sq. Ft. X 2 = 1800 Sq. Ft.)**

- Comfortable seating arrangements (sofas, coffee tables) to accommodate 40-50 people.
- Spare 4 round tables and 16 chairs
- Include plants and various decorative items to elevate the ambiance of the space
- Provision of refreshments, including a water dispenser and a coffee/tea/soup maker, with a continuous supply of beverages.
- Attached toilet facility with WC, flush tank, wash basin, Mirror, towel rod, napkin holder, foot mat, exhaust fan, soap dispenser with liquid soap and tumbler
- Audio-visual setup for entertainment (e.g., min 50-inch LED TV with DTH).
- A Fire extinguisher

**6. Running Kitchen : (800 Sq. Ft.)**

- A fully functional kitchen equipped to prepare and serve vegetarian breakfast, lunch, evening tea, and dinner for 25-30 guests per day. The menu for each meal will be finalized by Invest UP, ensuring timely serving of hot meals as per the schedule determined by Invest UP
- Include clean ceramic/ steel bowls, plates and cutleries for 50 guests
- Include proper catering equipment and utensils to serve to guests
- Include equipment such as stoves, microwave, refrigerators, deep freezers, sinks, and serving counters.
- Adequate storage for raw materials and utensils.
- Separate waste bins for effective waste management, including designated containers for recyclable materials, organic waste, and general trash
- Ensure compliance with hygiene and food safety standards.
- Proper waste disposal as per the issued guidelines for waste disposal by local administration/Kumbh Mela Authority
- A Fire extinguisher

**7. Up-keeping of facility:**

- Operation and maintenance of the Stall & Temporary Stay Facility for the entire project duration.
- Routine maintenance including prompt repairs of any cracks, electric & Toilet fittings, lighting etc.
- At least eight housekeeping/service staff members should be available for the upkeep of the rooms and dormitory throughout the event. The staff will be assigned in three shifts of eight hours each.
- At least four janitors staff members should be available for the upkeep of the toilets. The staff will be assigned in three shifts of eight hours each.
- Ensure the toilets are maintained at all times.

- At least four security guards should be present on the premises throughout the event duration—one at the Invest UP stall and the other at the temporary stay facility. The guards will be assigned in three shifts of eight hours each.
- An electrician should be available throughout the event for upkeep of Invest UP stall and stay facilities. An electrician will be assigned in three shifts of eight hours each.
- A dedicated head cook along with 2 support cooks and 4 support staff/waiters are to be deployed
- A kitchen staff also be assigned for the late night shift
- The event manager for overall management of the Stall.
- Provide at least 3 care taker and one manager at temporary stay facility area.
- All workers should wear uniform (based on roles) and Identity Card.
- Maintain continuous supply of water in toilets.
- Maintain continuous supply of drinking water.
- Ensure a 24X7 power supply. Arrange for DG set for 100% power backup with all accessories, consumable including running fuel, cabling, change over switches, panel board, etc.

#### **8. Other Requirements:**

- All electrical materials, such as wires, cables, switchgears, fuse switch units, metal-clad switches, insulation tape, lugs, and cable glands, must bear the I.S.I. mark. All cabling work should be hidden and no loose wires to be visible in the premises.
- Provision for charging points must be made for at least each bed and in other areas across the stall & temporary stay facility
- Electrical specifications for materials and workmanship must comply with the guidelines issued by the concerned Government/ mela authority.
- The bidder must complete all required approvals and formalities with the relevant government body.
- All the structure must have proper illumination.
- Proper earthing of the structure must be ensured
- All rooms, suite and dormitories in temporary stay facility is to be provided with proper lock and key facility. Even storage facilities are to be provided with digital lockers.
- Site development which includes but not limited to soil filling, levelling, preparing land, etc.
- Preparing of required documents & certificate to obtain from Government other approval agencies and overall coordination & follow up with agencies for getting approvals & certificates to be completed before starting the operations. The Invest UP will assist in getting necessary approvals.
- The agency shall have to bear all expenditure regarding deposits, usage charges and any other chargeable expenses for above services and any other arrangement.
- The agency will clear the site on possession and hand over back the site once the event is over into pre-event condition within seven days of the completion of event



- The agency shall execute the civil works including site cleaning, development, plumbing, housekeeping (including laundry) and other services. Proper signage for the facilities along with emergency exit plan needs to be displayed at proper locations.
- It will be responsibility of agency to maintain clean and hygienic condition in entire area. The agency will install adequate number of dust-bins with Swachh Bharat Branding at different location in the tent city.
- Shall make necessary arrangement for drinking water, water supply line, water reservoir & electric line with materials like panel board, distribution board, different size of cable, change over switch, earthing etc. is the part of scope of work bidder.
- Service by the Agency shall also include managing participants i.e. managing their check in & Check out/luggage pick-ups, and other in house facilities. Agency shall depute necessary skilled & trained manpower
- The agency has to setup a medical center with all first-aid provisions. The agency will responsible for providing manpower in the medical center
- The agency shall maintain ecological balance by preventing water pollution, defacing of natural landscape or any other disturbance to ecology.
- The entire free space/ non built up space including walkways, etc. is to be covered with good quality agronet.
- Few open places to be developed as sitting/walking spaces (specially near the Suites), which should have but not limited to poly grass mats, comfortable chairs, tables, garden umbrellas, etc.

**9. Branding:**

- Agency should build the outer façade of entire area with proper illuminated branding of Invest UP from all sides
- Providing, placing, maintaining and upkeep of at least 2 (two) high flying branding balloons with Invest UP logo.

**NOTE:**

1. ALL STRUCTURES (STALL & TEMPORARY FACILITY) WILL BE ERECTED ON THE SOLID WOODEN BASE OF APPORRIATE THICKNESS
2. USE OF ANTI-INFLAMMATORY COATING AND FIRE RETARDANT MATERIALS IN MAKING ALL STRUCTURES IS MANDATORY
3. The bidder must ensure stability of structure and also have to submit structural stability audit report from a reputed agency.

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## **SECTION-4 : OTHER INSTRUCTIONS TO BIDDERS**

### **A. General**

#### **4.1 Important Instructions for the Selected Bidder:**

4.1.1. The descriptive items enlisted in the scope of work in Section 3 of this RFP are only indicative, and it shall be the duty of the bidder to anticipate the extra requirements if any, of the event like refreshments, incidental costs on decoration, theme execution, etc. depending on the theme plan of the bidder. The bidder shall quote the corresponding cost accordingly.

4.1.2. While above requirement has been worked out taking into consideration the event planned so far, the requirements are not fully freezed, hence Invest UP may increase or decrease the number of items as per actual requirement.

4.1.3. A committee will be constituted, or an officer will be designated by Invest UP to approve any additional work that the selected EMA needs to accomplish over and above the given scope of work. The selected EMA must ensure that all such additional activities are carried out only after approval of the said committee/officer.

4.1.4. The selected EMA upon request of Invest UP, in certain cases, has to provide original third-party bills or quotations in support of expenditure incurred by them on actual basis.

4.1.5. The bidder is required to submit a lump sum financial proposal based on the theme plan proposed by the bidder and approved by Invest UP. The lump sum Bill of Quantities (BoQ) must align with the scope of work outlined in this RFP and reflect the agreed-upon elements for the project.

#### **4.2. Scope of Proposal:**

4.2.1. Detailed description of the objectives, scope of services and other requirements relating to services are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

4.2.2. Bidders are advised that the selection of Event Management Agency shall be on the basis of an evaluation, through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Invest UP's decisions are without any right of appeal whatsoever.

4.2.2. The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the forms at Annexure-I, II, III, VII and the Financial Proposal shall be submitted in the format at Annexure-IV. Upon selection, the Bidder shall be required to enter into an agreement with Invest UP.

**4.3. Conditions of Eligibility of Bidders:** The empanelled Event Management Agencies of Invest UP are only eligible for bidding.

Any entity which has been barred by the Central/State Government in India or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.

**4.4. Intellectual Property Rights :** Invest UP shall remain the owner of all the content conceptualized, created, and implemented by the selected agency under this RFP. All

intellectual property rights in the content whether in tangible or intangible form shall belong to Invest UP and the selected agency has no right to assign, licence, sell, or use any content conceptualized, created and implemented under this RFP and/or accompanying Agreement to any third party under any circumstances.

**4.5 Conflict of Interest:** The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Bidder and its affiliates shall not engage in activities that conflict with the interest of the Invest UP 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. It should be the requirement of the contract that the Bidder should provide professional, objective and impartial advice and at all times hold Invest UP'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. Bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to Invest UP, or that may place them in a position of being unable to carry out the assignment in the best interest of Invest UP . Without limitation on the generality of the foregoing, Bidder shall not be hired, under the circumstances set forth below:

- (i) Conflict between assigned works and services:** A Bidder 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, a Bidder concern hired to provide services for the said event and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- (ii) Conflict among assignments:** Neither Bidder (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Providers.
- (iii) Relationship with Employer's staff:** Bidder (including their personnel and sub-vendors) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of; (i) 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 Agency's work.

#### **4.6. Fraud and Corrupt Practices:**

**4.6.1** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the entire project duration. Notwithstanding anything to the contrary contained herein, or in the LOA, the Invest UP may reject a Bid, withdraw the LOA, or terminate the association with the Selected Bidder, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Invest UP shall be entitled to

forfeit and appropriate Performance Security, as Damages, without prejudice to any other right or remedy that may be available to the Invest UP under the Bidding Documents and/ or the LOA, or otherwise.

- 4.6.2** Without prejudice to the rights of the Invest UP under Clause 4.5.1 herein above and the rights and remedies which the Invest UP may have under the LOA, or otherwise if a Bidder, is found by the Invest UP to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the project duration, such Bidder shall not be eligible to participate in any tender or RFP issued by the Invest UP during a period of 2 (two) years from the date such Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.6.3** For the purposes of this Clause 4.5, the following terms shall have the meaning hereinafter respectively assigned to them:
- (i)** “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Invest UP who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Invest UP , shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or during the project duration, as the case may be, any person in respect of any matter relating to the Project or the LOA, who at any time has been or is a legal, financial or technical adviser of the Department in relation to any matter concerning the Project;
  - (ii)** “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts, plagiarism or disclosure of incomplete facts, in order to influence the Bidding Process;
  - (iii)** “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - (iv)** “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Invest UP with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - (v)** “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

#### **4.7 Unfair Competitive Advantage**

Fairness and transparency in the selection process require that Bidders 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 short-listed bidders together.

#### **4.8 Number of Proposals**

A Bidder is eligible to submit only one proposal.

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## **SECTION-5 : FORMAT AND SIGNING OF E-BIDS**

The Agency shall provide all the information as per this tender document. Invest UP will evaluate only those proposals that are received in the required format and are complete in all respects.

The Agency shall prepare the electronic copy for thee-bids (in pdf format) and upload the e-bids on e-tender portal <https://etender.up.nic.in> through the Agency's digital signature certificate (DSC).

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## **SUBMISSION**

- I. Financial proposal will be separately uploaded on the e-tendering website after dully filling the 'bill of quantities' in the excel file (boq.xls) per the provided format and marked as 'Part ii submission - financial bid";
- II. The Amount quoted in the Financial Bid (BoQ) must be exclusive of GST. The cost of transportation, manpower and any other direct or indirect cost must be factored in.

*Each page of the technical e-bid shall be numbered and signed by an authorized signatory of the Agency.*



## SECTION-6 : Evaluation

Evaluation shall be done on following criteria and points will be allocated against each component.

S.No.	Criteria	Marks
<b>Presentation on the conceptual design and layout, innovative strategies to promote investment opportunities in Uttar Pradesh (including policies and Ease of Doing Business), for the Invest UP stall, along with facilities for temporary accommodation at the Maha Kumbh 2025</b>		
	<b>PART A- Invest UP Stall</b>	
<b>1</b>	Design & concept of Invest UP Stall through 3D rendering	<b>05 Marks</b>
<b>2</b>	Concept of branding plan and special branding elements in the Invest UP Stall	<b>05 Marks</b>
<b>3</b>	Material Sample of beautification elements to be used in fabrication	<b>05 Marks</b>
<b>4</b>	Design & concept of “Theme Installation”	<b>05 Marks</b>
<b>5</b>	Design & concept of reception area & fascia	<b>05 Marks</b>
<b>6</b>	Creative value additions & Digital Intervention to the Stall for enhancement	<b>03 Marks</b>
<b>7</b>	Best use of industry practices e.g., eco- friendly products, good quality materials etc.	<b>02 Marks</b>
	<b>PART B- Temporary Stay Facilities</b>	
<b>1</b>	Design of Invest UP Temporary Accommodation Facilities through 3D rendering	<b>15 Marks</b>
<b>2</b>	Best use of industry practices e.g., eco- friendly products, good quality materials etc.	<b>15 Marks</b>
<b>3</b>	Meal Menu, Hygiene Measures and Food Quality Standard	<b>20 Marks</b>
<b>4</b>	Safety Measures	<b>10 Marks</b>
<b>5</b>	Amenities, such as kitchen equipment (e.g., fridge, microwave), toiletries, and other essentials.	<b>10 Marks</b>
	<b>TOTAL</b>	<b>100</b>

**Note:**

1. The minimum qualifying marks for Technical Evaluation Criteria is 70%. The bidder securing less than 70% marks in Technical Evaluation Criteria will be disqualified.
2. Technical bids of only those bidders shall be evaluated who qualify the pre-qualification criteria.



3. INVEST UP reserves the right to call the bidders for presentation, and accordingly Intimation of Presentation will be informed by INVEST UP
4. The decision of INVEST UP will be final and binding and no communication in this regard will be entertained



## **SECTION-7 : EVALUATION PROCESS**

### **7.1. Evaluation of Proposals**

Invest UP shall open the Proposals on date, time and venue mentioned in Schedule of Bidding Process in Section 1 of this RFP or thereafter on the Proposal Due Date, and in the presence of the Bidders who choose to attend. The Technical Proposal shall be opened first. The Financial Proposal shall be opened at a later date, time and venue mentioned in Schedule of Bidding Process in Section 1 of this RFP.

#### **7.1.1 Evaluation of Technical Bids:**

- (i) Constitution of Bid Evaluation Committee (BEC) - The evaluation of the e-Bids shall be carried out by Bid Evaluation Committee (BEC). The BEC will evaluate the tenders in two stages i.e. Technical & Financial.
- (ii) The Technical presentation shall be done to the Bid Evaluation Committee (BEC).
- (iii) Technical bids should be analysed and evaluated by the Bid Evaluation Committee (BEC). Technical bids in the following conditions will be summarily rejected as being non-responsive:
  - a. Technical Bids of those bidders, who do not meet the eligibility criteria.
  - b. Technical bids unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP.

#### **7.2. Evaluation of Financial e-Bids**

- (i) The financial e-Bids shall be opened by BEC of the bidders which score more than 70 marks in the Technical Evaluation criteria. 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.
- (ii) The Bidders shall upload 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. A separate excel sheet of Commercial bid format has also been published along with the RFP as per Annexure-IV. The same is to be used to submitting commercial bid. Completely filled commercial bid in xls format shall have to be submitted on the e-Tender portal. Evaluation will be done on the basis of total cost (excluding GST) quoted by the bidder and not on item-wise cost.

- (iii) 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 e-Bids as non-responsive financial proposal. However, if the BEC feels it necessary to seek clarifications on any financial proposals reg. Taxes, duties or any such matter, the BEC may do so by inviting responses in writing.

### 7.3 Negotiations

Normally, there would be no post RFP negotiations. In case of it is required, negotiations may be carried out in with the H1 Bidder in the interest of the project.

### 7.4 Award of Contract

In a particular case of selection, the bidder would be technically evaluated out of 100 marks. Bids receiving 70 marks and above would qualify for Financial Evaluation and the weightage of the Technical Bids and Financial Bids as 80:20. The Selected bidder shall be the first ranked bidder (having the highest combined score).

As an example, the following procedure can be followed. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 60, 80 and 90 marks respectively. The minimum qualifying marks were 60. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated cost
A	Rs. 120.
B	Rs. 100.
C	Rs. 110

Using the formula  $LEC \times 100/EC$ , where LEC stands for Lowest Evaluated Cost and EC stands for Evaluated Cost, the Committee gave them the following points for financial proposals:

A: $100 \times 100 / 120$ .	=83 points
B: $100 \times 100 / 100$ .	=100 points
C: $100 \times 100 / 110$ .	= 91 points

In the combined evaluation, thereafter, the Evaluation Committee calculated the combined Technical and Financial score as under:

Proposal A: $60 \times 0.80 + 83 \times 0.20 = 64.6$ points
Proposal B: $80 \times 0.80 + 100 \times 0.20 = 84$ points
Proposal C: $90 \times 0.80 + 91 \times 0.20 = 90.2$ points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A : 64.6 points, H3

Proposal B : 84 points, H2

Proposal C : 90.2 points, H1

Proposal-C at the evaluated cost of Rs. 110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

Bidders are advised that Selection will be entirely at the discretion of Invest UP. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

Any information contained in the Proposal shall not in any way be construed as binding on Invest UP, its agents, successors or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it.

### **7.5 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising Invest UP in relation to, or matters arising out of, or concerning the Selection Process. Invest UP will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. Invest UP may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or Invest UP.

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## **SECTION-8 : Condition of Tender/Agreement**

### **8.1 Definitions**

In this Contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Invest UP and the Event Management Agency , as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. "The Contract Value" means the fees to the Event Management Agency under the Contract for the full and proper performance of its contractual obligations.
- c. "Services" means services required to be provided by the Event Management Agency covered under the Contract.
- d. The Event Management Agency shall permit Invest UP to inspect the Event Management Agency's accounts and records relating to the performance of the Event Management Agency and to have them audited by independent auditors appointed by Invest UP, if so decided.

**8.2** The Event Management Agency (EMA) shall be responsible for completely supervising and directing the setup stall display using best skills and attention.

**8.3** The Event Management Agency (EMA) shall be responsible for complete management and maintenance of the temporary stay facilities using best skills and attention. EMA shall ensure timely serving of meals.

**8.4** Invest UP shall coordinate with a single point of contact (Event Manager) who shall be responsible for the entire event.

**8.5** If during this period any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the EMA and Invest UP shall not be liable for any such claims. The EMA would be responsible for the payments arising out of any Third-Party claims. The EMA is advised to procure insurance for meeting such liabilities at his own cost.

**8.6** Payment shall be made accordingly based on the actual utilization of the services. The department reserves the right to scrap the tender process at any stage due to unforeseen reason.

**8.7** The tender will not consider if material misrepresentation is made or discovered, or the Agency does not respond promptly and diligently to requests for supplemental information required for the evaluation of the proposal.

**8.8** In the event of acceptance of the proposal of the preferred EMA, the INVEST UP will declare the preferred Agency as the successful Agency. The INVEST UP will notify the successful Agency through a letter of Allotment (LoA/Work Order) that its proposal has been accepted.

**8.9** Back up of all equipment must be available with no time delay, in case of any failure/fault payment will be deducted accordingly.

**8.10** Contract will be valid for 120 days for One time for event on 12<sup>th</sup> January-26<sup>th</sup> February 2025.

**8.11** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**8.12** If the EMA fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Invest UP shall enforce full amount of the Performance Security.

**8.13** In case any service/ item is not provided by the successful bidder, the expenses paid by Invest UP to get the service/ item rendered from any other vendor will be borne by the successful bidder.

**8.14** Termination for default:

The Invest UP may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service provider, terminate the Contract in whole or part:

- a. if the Service provider fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Invest UP; or
- b. if the Service provider fails to perform any other obligation(s) under the Contract.
- c. If the Service provider, in the judgment of the Invest UP has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Invest UP terminates the Contract in whole or in part, the Invest UP may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Service provider shall be liable to the Invest UP for any excess costs for such similar Goods or Services. However, the Service provider shall continue the performance of the Contract to the extent not terminated.

**8.15** Force Majeure:

a. Definition

**(i)** 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.

**(ii)** Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) 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.

- (iii)** Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- (iv)** The Invest UP will decide the eventuality of Force Majeure which will be binding on both the parties.

b. No breach of Agreement

The failure of a Party to fulfil any of its obligations shall not be considered to be a breach of, or default under, the Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

c. Measures to be taken

- (i)** A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (ii)** A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (iii)** The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

d. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Event Management Agency shall be entitled to be reimbursed for costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Such expenses will be approved by the Invest UP. The Agency will have to provide proper justification and certificate from their auditors for such expenses on the format as may be decided by the Invest UP.

e. Consultation

Not later than thirty (30) days after the Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

**8.16 Settlement of Disputes:**

- (i)** The Invest UP and the Service provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- (ii)** If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Invest UP or the Service Provider may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, specifically, defined therein, and no arbitration in respect of this matter, shall be commenced unless such notice is given and served. The Arbitration

proceedings shall be commenced by a Sole Arbitrator to be agreed by both the parties, on failure the parties either party may invite three names from the President, Indian Council of Arbitration, and parties may agree to any of the name mentioned in the list, on failure it will be open for the parties to approach, as per the provision of section 11 of the Arbitration and Conciliation Act 1996 (as amended by Act No. 03 of 2016). The Service Provider shall initially bear the cost of the Arbitral Tribunal, unless it is decided by the Arbitral Tribunal under section 31(8) read with section 31A of the Act.

**(iii)** All disputes shall be subject to High court of Judicature, Uttar Pradesh.

#### **8.17 Indemnity**

The Agency shall indemnify and hold harmless the Authority and its officers, employees, agents and instrumentalities from any and all liability, losses or damages arising of this engagement.

#### **8.18 Award of Work**

After selection, a Letter of Award (the "LOA") shall be issued by the Invest UP to the Selected Bidder after submission of detailed element unit wise costing (should include item wise cost of each element to be used as per theme plan suggested by bidder and consented by Invest UP. The detailed bill of quantity thus submitted must be in accordance with the scope of work given in this RFP and should be in the prescribed format as per Appendix IV of this RFP.) and the Selected Bidder shall, within 3 (three) working days of the receipt of the LOA accept the same. In the event of non-receipt of acceptance of the LOA by the Selected Bidder by the stipulated date, the Invest UP may, unless it consents to extension of time for submission thereof, forfeit the bank guarantee submitted for empanelment in Invest UP of such Applicant, and the next eligible Bidder may be considered.

#### **8.19 Penalty Clause:**

If the progress of assignment is found to be non-satisfactory or delayed at any point of time, Invest UP reserves the right to impose penalty. The total amount of penalty shall not exceed 25% of total contract value.

#### **8.20 Liquidated Damages**

- (i)** If the EMA fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Invest UP shall enforce full amount of the Performance Security.
- (ii)** In case any service/ item is not provided by the successful bidder, the expenses paid by Invest UP to get the service/ item rendered from any other vendor will be borne by the successful bidder.

**8.21** The EMA shall comply with all the applicable statutory provisions with regard to environment protection and general public during execution of the Contract including at the time of the Event.

**8.22** During the scheduled event from 12<sup>th</sup> January 2025 with the Venue expected to be handed over in time.

**8.23** 12<sup>th</sup> January – 26<sup>th</sup> February 2025 the EMA selected shall be responsible for all the expenses related to the event. This shall include, but not limited to, the cost involved in



fabrication to dismantling of the stalls, all cost associated with the operation & running of the stall.

- 8.24** All officers must make an on-site inspection of the locations where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the EMA of his obligation to carry out the scope of the Contract.
- 8.25** EMA shall be informed 2 days prior to cancellation of event under any circumstances.
- 8.26** For installation purpose in the event, EMA is advised to use the products/equipment's that are of genuine make.
- 8.27** The Agency shall be responsible for completely supervising and directing the setup and dismantle of the stall and temporary stay facility using its best skills and attention, as well as the guidelines issued by local administration/ mela authority
- 8.28** In addition to the above scope of work mention in section 3, the EMA will also be responsible for the on-ground end to-end setup, on-ground support and facilitation for each element/aspect of the scope of work.

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## **SECTION-9 : The Stall & Temporary Stay Facility Design Process**

- I. The Authority and the Agency will collaborate to design the Display using the most time-effective means.
- II. There will be a need for an initial meeting between the Agency and the Authority to discuss the ideas using the information from the Agency's proposal as well as for the Authority to lay out the minimum requirements by which the Agency shall abide.
- III. After the initial meeting, the Agency and the Authority may converse and discuss refining ideas by telephone, email and web meeting.
- IV. The Agency shall prepare a render for the event and take approval from the Authority before finalizing and commencing work on site.

### **Deliverables and Timeline**

All the requirements mentioned in the RFP for **Temporary Stay Facilities** should be ready a day before the scheduled date, i.e., **11 January 2025, by 11:00 AM**, and all the requirements mentioned in the RFP for **Invest UP Stall** should be ready a day before the scheduled date, i.e., **12 January 2025, by 11:00 AM**

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## **SECTION-10: Tender Fee & Performance Security**

1. Bidder has to deposit a Tender Fee of amount Rs.5,000/-+18% GST
2. Bidder has to deposit 3% of the total Contract Value as an PBG/Security amount of the form of Bank Guarantee issued by scheduled bank in Favour of **Invest UP at Lucknow**.

Bank - Punjab National Bank  
Address – Trade Tax Office, Mirabai Marg, Lucknow  
Account No – 2408021800000010  
IFSC Code –PUNB0631200  
Bank code – 631200

### **3. Performance Security**

Upon acceptance of Letter of Award (LOA) from the Invest UP, the successful Bidder shall at its own expense furnish the Performance Security within 5 (five) days from the date from signing the agreement, of an amount equal to 03% of the fee/Contract Value by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form (Annexure-VI). 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 project satisfactorily. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 06 (six) months, the Performance Bank Guarantee may be discharged/ returned by the Invest UP 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.

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## SECTION-11: Payments Conditions

### 11.1 Payment to Selected Bidder

The bidder shall raise invoice as under for the payment of fee as under: -

Payment Schedule	% payable of Total Fees
Approval of overall design and layout on submission of bill and bank guarantee, without any encumbrances	10% (Against Bank Guarantee of equivalent amount)
On hand over of Invest UP Stall and temporary stay facility to Invest UP on submission of bill, without any encumbrances	20%
After successful completion of 15 days of event. i.e; after 27 <sup>th</sup> January 2025 on submission of bill, without any encumbrances	20%
After successful completion of 30 days of event. i.e; after 12 <sup>th</sup> February 2025 on submission of bill, without any encumbrances	20%
On successful completion of event. i.e; after 26 <sup>th</sup> February 2025 on submission of bill, without any encumbrances	20%
Post completion of work and satisfactory report of Invest UP on submission of bill, work completion report by the EMA and on recommendation of Physical Verification Committee	10%

**11.2** The payment as per the above schedule shall be made to the selected bidder on completion of satisfactory performance (to be decided by Invest UP) of all activities/roles/duties as per mutually agreed milestones up to the stage of respective payment schedule.

**11.3** Invest UP will designate certain officers who will physically verify the work of EMA. It will be the sole responsibility of EMA to coordinate with the officers and should depute one dedicated personnel to coordinate with the concerned officer on day-to-day basis to verify each deliverable/ deployment (material or manpower)/ procurement etc. related to this RFP prior to carrying out such activities. The verification and recommendation (on quantity and quality of material used) of designated officer will be binding on EMA.

**11.4** The selected bidder/EMA will have to submit an Event performance report on successful completion of event.

**11.5** As per income Tax rules, Invest UP shall deduct income Tax at source from the bills payable to the successful bidder.

**11.6** GST will be deposited by EMA. EMA has to register in Uttar Pradesh State if required, if not registered earlier.

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## SECTION-12: Annexures

The bidders must provide all the supporting documentary evidence mentioned in pre-qualification criteria as well as for evaluation criteria and other documents as annexures mentioned below:

### TECHNICAL PROPOSAL

#### Annexure-1

#### Letter of Proposal

(On Bidder's letter head)

Dated:

**The CEO,**  
Invest UP  
6<sup>th</sup> Floor, PICUP Bhawan  
Gomti Nagar,  
Lucknow-226001

**Sub: Event Management Agency for Development, Upkeep & Management of Invest UP Stall and Temporary Stay Facilities at Maha Kumbh Mela 2025, Prayagraj, UP**

Dear Sir,

1. With reference to your RFP document dated....., we, having examined the Bidding Documents and understood their contents, hereby submit our Proposal for the aforesaid Assignment. This proposal is unconditional.
2. All information provided in the **Proposal** and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for undertaking the Assignment.
4. We shall make available to the Invest UP any additional information it may find necessary or require to supplement or authenticate the Bid.
5. We acknowledge the right of the INVEST UP to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that, we have neither failed to perform on any contract, as evidenced by judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part nor blacklisted nor debarred by any state/ central Government or their agencies including Central/State Level Public Enterprises.
7. We declare that:
  - A. We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the INVEST UP.
  - B. We do not have any conflict of interest in accordance the RFP document;
  - C. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the INVEST UP or any other public sector enterprise or any government, Central or State; and

- D. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the RFP document.
  9. We understand that, in case of any fact found false, the proposal shall be treated as cancelled even after award of LoA.
  10. We declare that we are not a member of any other firm submitting a Proposal for the Assignment.
  11. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.
  12. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
  13. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
  14. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the INVEST UP of the same immediately.
  15. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the INVEST UP in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Assignment and the terms and implementation thereof.
  16. In the event of our being declared as the successful Bidder, we agree to enter into an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
  17. We have studied all the Bidding Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the INVEST UP or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.
  18. The Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.
  19. We agree and understand that the Proposal is subject to the provisions of the Bidding Document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.
  20. We agree to keep this offer valid for 120 (One hundred twenty) days from the Proposal Due Date specified in the RFP.
  21. We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)  
Name and seal of Bidder

**Place:**

**Date:**

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**ANNEXURE-II**  
**Particulars of the Bidder**

1. Name of the Company:
2. Invest UP Empanelment No.:
3. Registered Office:
4. Date of Incorporation:
5. Constitution of Bidder Company:
6. GSTIN (Copy to be enclosed):
7. PAN (Copy to be enclosed)
8. Experience in Event Management services (years) with proof:
9. Date of first assignment:
10. Worldwide presence:
11. Presence in India:
12. Total no. of employees:
13. No. of employees in Event Management services:
14. Details of contact persons:
15. Any other details:

Name:

Designation:

Contact tel. No.:

Mobile no.:

Fax no.:

Email id:

Postal address:

(Signature of Authorized signatory)

(Empanelment Letter issued by INVEST UP is to be enclosed)

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**Particulars of the Bidder**

1. Name of the Company:



2. Invest UP Empanelment No.:
3. Registered Office:
4. Date of Incorporation:
5. Constitution of Bidder Company:
6. GSTIN (Copy to be enclosed):
7. PAN (Copy to be enclosed)
8. Experience in Event Management services (years) with proof:
9. Date of first assignment:
10. Worldwide presence:
11. Presence in India:
12. Total no. of employees:
13. No. of employees in Event Management services:
14. Details of contact persons:
15. Any other details:

Name:

Designation:

Contact tel. No.:

Mobile no.:

Fax no.:

Email id:

Postal address:

(Signature of Authorized signatory)

(Empanelment Letter issued by INVEST UP is to be enclosed)

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**ANNEXURE-III**

**Members to be deputed at Invest UP Stall & Temporary Stay Facilities**

Sl. No.	Name	Present Designation	Number of years in Payroll of the bidder	Proposed Position	Task Assigned
1.					
2.					

We undertake that the team members as mentioned above shall remain with the assignment till the completion of assignment. Any change in the above composition of personnel shall not be done without prior permission of Invest UP . We further undertake that we shall employ sufficient number of personnel during/ prior to the event for successfully delivering the project. The details of such personnel shall be shared with INVEST UP as and when requested.

Name & signature of the authorized signatory

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## ANNEXURE-IV

### BoQ Format

Sl.#	Item Description	Basic Rate In Rs.	GST (in Percentage)	GST Amount	Total Amount
1	2	3	4	5	5 = 3 + 4
1	1 Design, fabrication, setup, installation and dismantling of Invest UP stall in Turnkey basis 2 Design, fabrication, setup, installation, catering, and dismantling of temporary stay facilities				
Total in Figures					

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## ANNEXURE-V

### Draft Agreement

This agreement is made this \_\_\_ day of \_\_\_ 2025 at Prayagraj between \_\_\_\_\_ (name of the Event Management Company selected through the bidding process against the RFP dated \_\_\_\_\_ for **“Event Management Agency for Development, Upkeep & Management of Invest UP Stall & Temporary Stay Facilities at Maha Kumbh Mela 2025, Prayagraj”**) referred to as the “First Party”, which expression shall include his heirs, executors and administrators/ their successors and Invest UP , 6<sup>th</sup> Floor, Block-A, PICUP Bhawan, Lucknow-226001, referred to as the “Second Party” through its CEO, hereinafter include his successors and assignees.

That WHEREAS the First Party will provide Event Management services to Invest UP, in accordance with all the terms and conditions contained in the Tender RFP dated \_\_\_\_\_ and also the terms and conditions contained in the subsequent corrigendum and Work Orders to be issued by the Second Party to First Party and the same shall be binding on the First Party and shall be the integral part of this agreement.

IN WITNESS THEREOF THE ABOVE-MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ TWO THOUSAND AND TWENTY FOUR.

Authorised Signatory of “First Party”

Authorised Signatory of “Second Party”

Signature:

Signature:

Name and Address

Name and Address:

Witness for “First Party”

Witness for “Second Party”

Signature:

Signature:

Name and Address

Name and Address:

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## ANNEXURE-VI

### Form of bank guarantee for Performance Security

1. In consideration of the Invest UP having agreed to exempt \_\_\_\_\_ (hereinafter called "the said Event Management Agency") from the demand, under the terms and conditions of an Agreement, dated \_\_\_\_\_ made between 6<sup>th</sup> Floor, Block-A, PICUP Bhawan, Lucknow -226001 and \_\_\_\_\_ for the project of Event Management Agency for Development, Upkeep & Management of INVEST UP Stall & Temporary Stay Facilities at Maha Kumbh Mela 2025, Prayagraj (hereinafter called "the said Agreement"), of security deposit for the due fulfilment by the said Event Management Agency of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. \_\_\_\_\_ **(Rupees \_\_\_\_\_ Only)** We, (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ (Event Management Agency) do hereby undertake to pay to the Invest UP an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Invest UP by reason of any breach by the said Event Management Agency of any of the terms or conditions contained in the said Agreement.
2. We (indicate the 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 Invest UP stating that the amount claimed Invest UP by reason of breach by the said Event Management Agency of any of the terms or conditions contained in the said Agreement or by reason of the Event Management Agency 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 \_\_\_\_\_
3. We undertake to pay to the Invest UP any money so demanded notwithstanding any dispute or disputes raised by the Event Management Agency 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 thereunder and the Event Management Agency shall have no claim against us for making such payment.

4. We, (indicate the name of 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 Invest UP under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or Invest UP certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Event Management Agency 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.
5. We, (indicate the name of bank) further agree with the Invest UP that the Invest UP 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 Event Management Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Invest UP against the Event Management Agency 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 Event Management Agency or for any forbearance, act or commission on the part of the Invest UP or any indulgence by the Invest UP to the said Event Management Agency or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, 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 Event Management Agency.
7. We, (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Invest UP in writing.
8. This guarantee shall be valid for a period of 12 months with effect from .....(date of LOA).

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2024

for \_\_\_\_\_  
 (Indicate the name of Bank)

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## **ANNEXURE-VII**

### **Undertaking of non-blacklisting of bidder by any Government or their agency**

We undertake that our organisation \_\_\_\_\_ (Name of the Bidder) has not been disqualified, blacklisted, terminated or debarred by any State/Central Government or any agencies thereof in last five years.

Name & signature of the authorized signatory

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**END of RFP**