



**TENDER DOCUMENT**  
**Request of Proposal (RFP)**

**For**

**“Empanelment of Agencies for Providing  
Vehicles on Hire Basis for Invest UP”**

**Chief Executive Officer, Invest UP,  
6th Floor Block A PICUP Bhawan,  
Lucknow, Uttar Pradesh 226010 Phone. +91-522-3129570  
web: <https://invest.up.gov.in/> E-mail: info@investup.org.**

# **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

## **Disclaimer**

This request for Proposal (RFP) document for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP (hereinafter referred to as the "Project") contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as "Bidder/s") with information to assist the formulation of their proposals (hereinafter referred to as the "Proposal/s").

This RFP is not an agreement and is neither an offer by the Invest UP (hereinafter referred to as "Client" or the "Department") to the prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Financial Bids pursuant to this RFP. While all efforts have been made to ensure the accuracy of information contained in this RFP Document, this document does not purport to contain all the information required by the Bidders. The Bidders should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their Proposal.

The Department or any of its employees or existing advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the RFP Document. The Department reserves the right to change any or all conditions/ information set in this RFP Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as the Department may deem fit without assigning any reason thereof.

The Department reserves the right to accept or reject any or all Proposals without giving any reasons thereof. The Department will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the Proposals to be submitted in response to this RFP Document.

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

# Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

## Contents

1	Data Sheet .....	5
2	General Information.....	7
3	Terms of References.....	8
3.1	Scope of Work.....	8
3.2	Service Level Agreements (SLA).....	13
3.3	Deliverables.....	18
3.4	Team & Local Support Office Requirement .....	18
3.5	Payment schedule and timelines .....	18
3.6	Review and monitoring of the Bidder's work.....	18
4	Eligibility and evaluation criteria .....	19
4.1	Eligibility criteria.....	19
4.2	Financial evaluation: .....	20
5	Instructions to Bidders .....	22
5.1	General instructions.....	22
5.1.1	Number of Proposals and respondents .....	22
5.1.2	Proposal preparation cost .....	22
5.1.3	Right to accept and reject any or all the Proposals .....	22
5.1.4	Clarifications.....	22
5.1.5	Amendment of the RFP.....	23
5.1.6	Data identification and collection .....	23
5.2	Preparation and submission of Proposals .....	24
5.2.1	Language and currency.....	24
5.2.2	Proposal validity period and extension .....	24
5.2.3	Format and signing of Proposals.....	24
5.2.4	Submission of e-bid/Proposal.....	24
5.2.5	Deadline for submission .....	26
5.2.6	Late submission .....	26
5.2.7	Withdrawal and resubmission of Proposal .....	26
5.2.8	Selection of the Bidder .....	26
5.2.9	Proposal opening .....	27
5.2.10	Opening of Proposals .....	27
5.2.11	Confidentiality .....	27
5.2.12	Tests of responsiveness.....	27
5.2.13	Clarifications sought by Client .....	28
5.2.14	Proposal evaluation.....	28
5.2.15	Performance Guarantee .....	28
6	General Conditions of Contract .....	29
6.1	General Provision .....	29
6.1.1	Definitions .....	29
6.1.2	Law Governing Contract.....	30
6.1.3	Language .....	30

# Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

6.1.4	Notices .....	30
6.1.5	Authorized Representatives .....	30
6.1.6	Taxes and Duties .....	30
6.1.7	Fraud and Corruption .....	30
6.1.8	Limitation of Liability .....	31
6.1.9	Insurance .....	31
6.1.10	Liquidated Damages& Time Extension.....	31
6.1.11	Penalty .....	32
6.2	Commencement, Completion, Modification and Termination of Contract .....	33
6.2.1	Effectiveness of Contract .....	33
6.2.2	Commencement of Services .....	33
6.2.3	Expiration of Contract.....	33
6.2.4	Modifications or Variations .....	33
6.2.5	Quantities in the Contract .....	33
6.2.6	Force Majeure .....	34
6.2.7	Termination .....	34
6.2.8	Obligations of the Bidder .....	36
6.2.9	Obligations under Labour Code .....	36
6.2.10	IPR Rights & Confidentiality.....	36
6.2.11	Accounting.....	37
6.2.12	Obligations of the Client .....	37
6.2.13	Payments to the Bidder .....	37
6.2.14	Good Faith and Indemnity .....	37
6.2.15	Settlement of Disputes .....	38
7	Annexure: Standard Forms .....	40
7.1	Form 1: Power of Attorney.....	40
7.2	Form 2: Covering Letter: (On the letterhead of the bidder) .....	41
7.3	Form 3: Details of Bidder(On the letterhead of the bidder) .....	43
7.4	FORM 4: Financial capacity of the Bidder .....	44
7.5	FORM 5: Eligible assignments of the Bidder .....	45
7.6	FORM 6: Bidder's organization and experience .....	46
7.7	Form 7: Non-Debarment Affidavit (On stamp paper of INR 100/-).....	47
7.8	FORM 8 - Financial Proposal .....	49
7.9	Form 9: Financial quote (to be separately uploaded on portal).....	50
1.1	FORM 8 – Pre-bid queries format.....	53

# Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

## 1 Data Sheet

1.	Name of the Bid	Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP
2.	Method of selection	Selection (Least Cost Selection)
3.	Time-period of contract	1 Year
4.	Type of Services	Local, Out-Station as and when required
5.	Years of Model	2021 or above
6.	KM Travelled	Up to 50000 KM
7.	Night Charges applicable	Yes (as per RFP)
8.	Fuel Type	Any
9.	Bidder Fee	Non-Refundable/Nonadjustable fee of INR 10,000/- + 18%GST (INR 11,800) deposited through RTGS. <b>Please Note: No exemption to MSMEs/Start-ups under this bidder</b>
10	Ernest Money Deposit (EMD)	A refundable amount of INR 2,00,000/- (Two Lakhs only) to be deposited through RTGS. (Please Note: No exception to all MSMEs/Start-ups under this bid)
11	Performance Guarantee	1% of the work order value or as decided by the department
12	Exemption to MSEs/Startups	Not Allowed
13	Financial Bid to be submitted together with Technical Bid	Yes
14	Name of the Department's official for addressing queries and clarifications	Sh. Vijay Kiran Anand CEO Invest UP 6 <sup>th</sup> Floor, A-Block, PICUP Bhawan Vibhuti Khand, Gomti Nagar Lucknow-226 010 (Uttar Pradesh) T : 0522-2720236 & 2720238 E : ceo@investup.org.in W: <a href="https://invest.up.gov.in/">https://invest.up.gov.in/</a>
15	Proposal Validity Period	180 days from Proposal due date
16	Proposal Language	English
17	Proposal Currency	INR
18	Signing of Agreement	To be communicated
19	Consortium to be allowed	No
20	Sub-contracting is allowed	No
21	Date of Publication on e-Bid Notice and Request for Proposal (RFP)	06.12.2025, 1100 hrs (IST)

**Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

22	Last date of receiving queries	08.12.2025, 1700 hrs (IST)
23	Pre-bid conference(Hybrid Mode)	09.12.2025, 1400 hrs (IST)
24	Pre-bid conference (Venue)  <b>Invest UP 6<sup>th</sup> Floor, Block A, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow- 226010</b>	Topic: Pre-bid conference Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP.  Time: Dec 9, 2025 02:00 PM India  Join Zoom Meeting  <a href="https://us06web.zoom.us/j/86215548635?pwd=yXBGRyUFI5AMfgVwPZsDvkbBbAG23I.1">https://us06web.zoom.us/j/86215548635?pwd=yXBGRyUFI5AMfgVwPZsDvkbBbAG23I.1</a>  Meeting ID: 862 1554 8635  Passcode: YS@321
25	Proposal Due Date	12.12.2025, 1600 hrs (IST)
26	Bid Start Date	06.12.2025, 1100 hrs (IST)
27	Bid End Date	12.12.2025, 1600 hrs (IST)
28	Opening of Technical e-Bids	12.12.2025, 1700 hrs (IST)
29	Financial e-Bids	To be communicated to the Technically qualified bidder at the later stage
30	Contact numbers	+91-522-3129570 & +91 522 6923000
31	Account Details	<b>For Bid Processing Fee &amp; EMD</b> <b>Address - Trade Tax Office, Mirabai Marg, Lucknow</b> <b>Name: Invest UP</b> <b>Account No - 2408021800000010</b> <b>IFSC Code -PUNB0631200</b> <b>Bank code - 631200</b>

# Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

## 2 General Information

Invest Uttar Pradesh (Invest UP) is the Government of Uttar Pradesh's nodal agency for investment promotion and facilitation in the state. It plays a pivotal role in enabling a conducive business environment, supporting investor engagement, and ensuring effective coordination among various departments for smooth project implementation.

To ensure efficient operational support and logistics management during various investment promotion events, business summits, and site facilitation visits organized across Uttar Pradesh, Invest UP intends to **empanel vendors for supplying of vehicles on Monthly Rental Basis**. The empanelment will support mobility and transportation requirements of delegates, officials, and stakeholders associated with Invest UP activities.

Invest UP, therefore, invites **Technical and Financial Bids** from eligible and experienced bidders (the "Proposals") for "*Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP*" as detailed in this Request for Proposal (RFP). The selection of vendors shall be undertaken through an open, competitive, and transparent bidding process in accordance with the procedure set out in this document.

The Request for Proposal (RFP) document can be downloaded from e-procurement website <http://etender.up.nic.in>. Key dates for this RFP are as below:

- Last date of submission of proposals: 12.12.2025, 1600 hrs (IST)
- Last date to receive pre-bid queries: 08.12.2025, 1700 hrs (IST)
- Date of pre-bid conference: 09.12.2025, 1400 hrs (IST)
- Date of opening of technical bid: 12.12.2025, 1700 hrs (IST)
- Date of opening of financial bid: To be communicated later

The department reserves full right to change the terms and conditions in the RFP and scope herein and/or terminate the RFP process at any stage without assigning any reasons and without any prior notice and no claim of any nature from anyone in this regard shall be entertained.

# Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

## 3 Terms of References

### 3.1 Scope of Work

1. This service deals with all expenses required for keeping the vehicles in smooth running condition such as fuel, lubrications oil and other consumables, necessary service and maintenance, repair and replacement etc. and salary of the driver per month/ per day for a defined but temporary tenure on a monthly and daily basis for local and outstation travel of individuals. The service provider shall provide AC vehicles.
2. Details of the vehicles required are as under:

#	Categorie s of Vehicle	Type of Vehicles	Time Period
1	Sedan	Maruti Suzuki Dzire/ Hyundai Xcent/ Honda Amaze / (All similar Category Vehicles Including EV)	1 Day (80 Km x 10 Hrs.)
			1 Month (2000 Km x 320 Hrs.)
2	Premium Sedan	Honda City/Hyundai Verna/Maruti Suzuki Ciaz/(All similar Category Vehicles Including EV)	1 Day (80 Km x 10 Hrs.)
			1 Month (2000 Km x 320 Hrs.)
3	SUV	Mahindra Bolero/Mahindra Bolero Neo/Mahindra Scorpio/ Mahindra TUV 300/Hyundai Creta (All similar Category Vehicles Including EV)	1 Day (80 Km x 10 Hrs.)
			1 Month (2000 Km x 320 Hrs.)
4	Premium SUV-1	Toyota Innova Hycross (All similar Category Vehicles Including EV)	1 Day (80 Km x 10 Hrs.)
			1 Month (2000 Km x 320 Hrs.)
5	Premium SUV-2	Toyota Innova Crysta (All similar Category Vehicles Including EV)	1 Day (80 Km x 10 Hrs.)
			1 Month (2000 Km x 320 Hrs.)
6	Luxury Sedan	Mercedes Benz E-Class/ BMW 3 Series/ Audi A4 (All similar Category Vehicles Including EV)	1 Day (80 Km x 10 Hrs.)
			1 Month (2000 Km x 320 Hrs.)
7	MPV (Multi Purpose Vehicle)	Force Urbania 17-Seater	1 Day (80 Km x 10 Hrs.)
8	MPV (Multi Purpose Vehicle)	Force Urbania 14-Seater	1 Day (80 Km x 10 Hrs.)
9	BUS	Luxury Bus 42-Seater (Mercedes/Volvo/Ashok	1 Day (80 Km x 10 Hrs.)



## Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

		Leyland/TATA/Eicher/Bharat Benz)	
--	--	----------------------------------	--

**\*Note :**

- a) This Empanelment is only the rate contract. The Actual Quantity of the vehicles may vary from 0 (Zero) to as per the requirements of the Department.**
- b) For EV vehicles no charging infrastructure will be provided by the Department, bidder has to do by its own cost.**
- All necessary taxes for operating the vehicles commercially should be fully paid by the service provider and all necessary papers shall be provided in the vehicles as required by prevailing Motor Vehicles Act with comprehensive insurance cover for the vehicles.
  - Location of Vehicle to be operate in Lucknow, Uttar Pradesh or may go for outstation as per requirement of the department.
  - The vehicle is required to have been registered in the year 2021 or later. Additionally, it should not have been driven for more than 50,000 kilometres on the date of supply of vehicle. This stipulation is in place to ensure the vehicle's overall quality and usability. In cases where a vehicle does not meet these specific criteria, the department reserves the right to assess and decide on the suitable condition of the vehicle. If department find a vehicle satisfactory, it may allow the hiring of those registered prior to 2021 or driven with more than 50,000 kilometres and both in both conditions i.e. registered before 2021 & driven more than 50000 Km. Furthermore, it is essential that all vehicles maintained in good running condition.
  - All vehicles provided shall have all the necessary permits/licenses/full comprehensive insurance/clearances such as, but not limited to fitness certificate, PUC, road permit, registration certificate, as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this service. All vehicles provided shall be air conditioned and shall be equipped with an emergency medical first aid kit and a fire extinguisher. All vehicles should be always in excellent working condition (both internally and externally).
  - The service provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odour and any personal belongings of the driver.
  - All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel. The vehicle deployed shall be parked at the department's/ User's premises after the duty hours if desired so by the Department/ User and cannot be taken out without written permission from the Department/ User.
  - The drivers of the vehicles must possess a valid driving license and must have driving experience. The drivers of the vehicles must have a working mobile number for easy contact by the vehicle assigned user/Department personals.
  - It must also always have an active internet connection where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be always reachable during duty hours.
  - The drivers of the vehicles deployed should maintain polite & courteous behaviour towards the Department/ Department personals. "Misbehaviour" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract deduction as per provisions of the contract.
  - For the purpose of this service, local travel would include areas covered within Lucknow city and outstation would include the areas covering outside of the Lucknow city. It is the

## Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

responsibility of the service provider to always provide one driver per vehicle as per the requirement, while complying with the Labour Laws.

13. **The service provider shall pay the toll charges, parking fee or entry taxes payable locally or outstation which shall later be reimbursed by the Department on actual basis as paid by the service provider. The service provider must ensure that all necessary measures are taken by the driver to ensure passenger safety by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.**
14. The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the Department.
15. The working hours will be 10 hours between 6 am to 10:30 pm which may vary as per the requirement of Department.
16. If the duty hours end between 10:30 pm and 6:00 am at a local/outstation location, night charges will be paid to the service provider.
17. **Night charges (per night)** of all type of vehicle will be considered as @0.5% of Premium SUV-2 monthly L1 rates.

An example of calculation for night charges illustrated below for reference\*

Per SUV (Innova Crysta etc) rate (per month) = INR X Night Charge (per night)= X\*0.5%

### 18. **Payment terms for extra distance and extra duty hours:**

The payment for extra distance and extra duty hours will be done on basic package rate as under:

- a. Extra per km charges - package cost divided by no. of kms in monthly package/daily package multiplied by factor 0.5.
- b. Extra hour charges - package cost divided by no. of hours in monthly package/daily package multiplied by factor 0.4.

An example of calculation for extra kms illustrated below for reference\*

Normal Service	
Package-2000Kms	2000
Package Cost (in INR)	40000
Per Km cost as per package (Rs. 40000/2000 Kms)	20
Multiplied by factor 0.5	10
Cost for extra 100 Kms	1000

An example of calculation for extra hours illustrated below for reference\*

Normal Service	
Monthly Package Hours-320 Hours	320
Package Cost (in INR)	40000
Per Hour cost per package (Rs. 40000/320 Hours)	125

## Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

Multiplied by factor 0.4	50
Cost for extra 10Hours	500

***\*The above Calculation is illustrated for reference purpose only***

19. Department has right to direct the Service Provider to change the vehicle driver if found unsatisfactory within 48 hours or as may directed by Department.
20. The tender fees as mentioned in Data Sheet (will be payable in the name of Invest UP, Lucknow the scanned copy of which will be mandatory to be uploaded along with the tender.
21. The tenderer must clearly quote his rates per unit in figures in the BoQ available on e-tender Portal. Rates will be marked separately for all items/works at the designated place. The quoted vehicle rates must include the provision of driver & fuel by the firm/tenderer. No separate payment will be made for this.
22. If any condition is imposed by the bidder regarding this tender notice, it will not be considered. Each itemized work marked as a separate unit in the tender form will be quoted at the rate will be considered as a separate unit.
23. It will be mandatory to upload the scanned copy of the earnest money for an amount as specified in the data sheet, which is deposited in the name of **Invest UP Lucknow**.
24. It is mandatory for the Service Provider to be fully confident about his capability and capacity, which will be based on the record of such big works done by him in the past. He will have to submit attested copies of such certificates in support of this.
25. The tender of only that tenderer Service Provider/firm will be considered who submits updated Income Tax Clearance Certificate, certified copy of GST Registration Number, updated Goods & Service Tax Return.
26. The tenderer will submit an affidavit for completing the work with quality & in a time bound manner.
27. The tender of the bidder whose tender will be accepted must submit the tender on non-judicial stamp paper within 05 days from the date of award of the contract in the light of the terms and conditions of the tender. A contractual bond will have to be executed within this and the expenditure on this will be borne by the concerned Service Provider only. It will be mandatory to start the work as per the work order immediately after executing the contract bond.
28. The bidder whose tender is accepted will be bound to complete the contract work in all respects within the time limit as mentioned in the terms of the contract.
29. The CEO, Invest UP, has the right to reject any tender or all the tenders and any tender in whole or in part without assigning any reason even if it is at its lowest rate or not, keeping in view the interests of the Invest UP. The right to approve will be reserved.
30. After the tender has been accepted, if a situation arises of sudden death or otherwise incapacitation of the Service Provider concerned, then all his responsibilities will be discharged by the legal heir of the said Service Provider, and all the payments due as a result of discharge of those responsibilities will be made to the legal heir.
31. The selected bidder needs to execute the work by himself, that is, he will not be able to delegate the responsibility of getting the work done to any other person.
32. It will be the responsibility of the concerned tenderer to maintain the vehicle during its use and to remove all the deficiencies. No additional payment will be made to the bidder on this account.
33. The Empanelment will be for a period of one year. However, if required by the Department, the contract can be further extended on the same rate for the additional time period, on

## **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

mutual consent between both the parties, in case of satisfactory execution of the works. The contract can be terminated by the undersigned by giving seven days' notice before one year.

34. Income tax/allowable taxes will be deducted as per rules from the payment of the bill presented by the institution.
35. **The Service Provider is required to deliver the requested numbers/types of vehicles within 24 hours, or such time as mentioned in the supply request from the Department. Timely fulfilment is crucial to ensure compliance with this contractual obligation.**
36. **The bidder must provide the same vehicles as requested in the supply request from the Department.**
37. The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of vehicles/ individual drivers. However, it is the Service Provider who shall be responsible and liable to deliver the services as per the contract. The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours and km shall not be included. The Department shall be entitled to use the vehicle within the scope of service specified under this contract and at no time during or after the completion of the contract, will the ownership of hired vehicle be transferred to the Department. The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the Department. The drivers/ staff provided by the service provider shall not be deemed employees of the Department hence the compliance of the applicable labour laws and acts, Transport Motor workers Act, and other relevant laws will be the sole responsibility of the service provider.
38. Department shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle. The Service Provider shall be solely and exclusively liable for the losses / damages caused by the driver of the Service Provider and shall indemnify the Department in case of any such losses / damages. The Department will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk.
39. The location for reporting shall be provided by the Department to the service provider.
40. The Department /Department personals must immediately report to the designated representative of the Service Provider for any problems, complaints, incidents, or accidents that occur during the trip, including any form of inappropriate behaviour/ improper uniform by the driver.
41. It is fundamental that the driver does not under any circumstance directly or indirectly approach, solicit or accept work in any form the Department / Department personals. If the driver of the vehicle communicates directly with the Department / Department personals (either by telephone, in writing or verbally, and either before, during or after a trip) to make alter or change the nature of service provided the Department must immediately inform the Service Provider.
42. Department may validate the registration from e-vahan portal for authenticity of the vehicle proposed by the service provider.
43. If at any time a case of overpayment to the Service Provider comes to light, the overpaid amount will be recovered from his security deposit or through adjustment from other unpaid bills or through other legal process.
44. The driver will not be changed by the firm without any prior notice, and it will be the responsibility of the firm to provide the vehicle continuously (including holiday period) within the prescribed monthly limit.

## **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

45. The vehicles shall be made available on all days including Saturday, Sunday & Holidays if required without any extra charges.
46. The vehicle having Secretariat pass will not be used by anyone else without permission nor will the vehicle be changed by the service provider.
47. The firm will have to bear the expenses on the logbook itself, and it will be the responsibility of the firm to get the logbook completed and signed/verified by the concerned officer every day.
48. All necessary taxes for operating the vehicles should be fully paid and all necessary compliances under Motor vehicles act with comprehensive insurance cover of all the vehicles must be ensured by the Service Provider. The quoted rates must include all these expenses. No additional payment will be borne by the Department in this regard.
49. All the drivers must have valid Driving License.
50. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws /Acts/ Rules/ Guidelines/ Notifications/ Regulations/Orders shall rest with the service provider only and the Department will not be liable in any manner.
51. A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each vehicle, for each area of operation shall be provided by the service provider.
52. In an event that service provider fails to deliver or fails to carry out tasks as per schedule due to non-delivery of vehicle, break-down, servicing and repairs of vehicles, or if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into, without any extra charges. Failure to do so will evoke deductions then Department shall have right to make necessary deductions as per the provisions mentioned in the deductions of this document.
53. At the time of servicing and repairs of vehicles, the service provider has to take prior approval from the Department and provide the same or above category vehicle at his own cost during the servicing and repairs period.
54. The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness. The Service Provider will deploy experienced drivers knowing the routes of the areas and familiar with the localities for carrying out the services. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.
55. The interior of the vehicle should always be in good and clean condition as per the instructions. If the vehicle of the desired make and in good condition does not arrive at the time and place given by the Department or if the vehicle breaks down on the way, the firm does not provide immediate alternative arrangements, then appropriate deduction will be made by the Department from the payment made to the firm will be taken. If the services are found to be consistently unsatisfactory, the tender will be cancelled with the security money being confiscated, in which the decision of the CEO, Invest UP, Lucknow will be final.

### **3.2 Service Level Agreements (SLA)**

- a. In case of non-compliance of the standards of the services, Penalty will be recovered as security/collateral amount/land revenue or by adjustment from other unpaid bills.

## Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

- b. In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such penalty and terminate the contract as per the conditions detailed out below:

### For Monthly Basis:

S. No.	Nature of Default	Default Details	Penalties Per Instance			Remarks
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicles hired by Buyer from third party	Amount of charges for vehicles hired by Buyer from third party and a deduction of 5% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 10% of monthly vehicle hiring cost	After 3rd instance, the buyer may terminate the contractor continue to impose the same deduction as imposed for 3rd instance
	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within to 2 hours	Warning	Deduction of 3% of particular monthly vehicle hiring cost	Deduction of 5% of particular monthly vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3rd instance
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within to 2 hours	Warning	Deduction of 3% of particular monthly vehicle hiring cost	Deduction of 5% of particular monthly vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3rd instance
3	Breakdown of vehicle during trip (no replacement	No replacement provided up	Amount of charges for	Amount of charges for vehicles	Amount of charges for vehicles	After 3rd instance, the buyer may

**Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire  
Basis for Invest UP**

	provided)	to 2 hours	vehicles hired by Buyer from third party	hired by Buyer from third parties and a deduction of 4% of monthly vehicle hiring cost	hired by Buyer from third party and a deduction of 8% of monthly vehicle hiring cost	terminate the contract or continue to impose the same deduction as imposed for 3rd instance
4	Breakdown of vehicle during trip (replacement provided)	Replacement provided within to 2 hours	Warning	Amount of charges for vehicles hired by Buyer from third party and a deduction of 2% of monthly vehicle hiring cost	Amount of charges for vehicles hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3rd instance
5	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Deduction of 1% of monthly vehicle hiring cost	Deduction of 2% of monthly vehicle hiring cost	After 3rd instance, the buyer may continue to impose the same deduction as imposed for 3rd instance
6	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Deduction of Rs. 1000	Deduction of Rs. 2000/		After 2 <sup>nd</sup> instance , the service provider will have to replace the driver
7	Driver in intoxicated state	Any instance	Deduction of Rs. 2500/			After 1st instance, the service provider will have to replace the driver. After 2 cumulative instances, buyer may

**Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire  
Basis for Invest UP**

						terminate the contract.
8	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Deduction of Rs. 500/-	Deduction of Rs. 800/-	Deduction of Rs. 1000/-	After 3rd instance, the buyer may continue to impose the same deduction as imposed for 3rd instance

**For Daily Basis:**

S. No.	Nature of Default	Default Details	Penalties Per Instance			Remarks
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 15% of daily vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance.
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided up to 2 hours	Warning	Penalty of 10% of daily vehicle hiring cost	Penalty of 15% of daily vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance.
3	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by	Amount of charges for vehicle hired by	Amount of charges for vehicle hired by	After 3rd instance, the buyer may terminate the contract or



**Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire  
Basis for Invest UP**

			Buyer from third party	Buyer from third party and a penalty of 10% of daily vehicle hiring cost	Buyer from third party and a penalty of 15% of daily vehicle hiring cost	continue to impose the same penalty as imposed for 3rd instance.
4	Breakdown of vehicle during trip (replacement provided)	No replacement provided up to 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a penalty of 8% of daily vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of daily vehicle hiring cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance.
5	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Penalty of 5% of daily vehicle hiring cost	Penalty of 8% of daily vehicle hiring cost	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3rd instance.
6	Misbehaviour by driver/ unacceptable behaviour by driver	Any instance	Penalty of Rs. 1000	Penalty of Rs. 2000/-		After 2nd instance, the service provider will have to replace the driver
7	Driver in intoxicated state	Any instance	Penalty of Rs. 2500/-			After 1st instance, the service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the

## Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

						contract.
8	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3rd instance.

### 3.3 Deliverables

In pursuance of this TOR, the Bidder shall undertake/deliver the services on request of the Client, and the Bidder shall undertake/deliver the required services promptly daily or within the time period agreed with the Client (the "Deliverables") during this Service Agreement. Daily attendance records of the workers (through biometric or otherwise as per process) shall be submitted to the Client along a forwarding letter duly signed by the authorized signatory of the Bidder.

### 3.4 Team & Local Support Office Requirement

Apart from maintaining a functional local office in Lucknow, the selected bidder shall, if required, be provided office space within the Invest UP premises for coordination with the Department and for ensuring seamless execution of activities. The bidder shall ensure the deployment of at least one Manager, one Accountant, and any additional personnel as may be required by the Department, furthermore the bidder shall also provide adequate computers, equipment, and other necessary resources during events, bulk requirements, or as instructed by the Department.

### 3.5 Payment schedule and timelines

The payment for the services shall be made as per the following:

- Payment shall be made once the Service Provider submits the invoice to the Department and as per government norms before making the payments. Payment will be made through bank transfer only and in no circumstance cash/ cheque payment will be made.
- The payment will be made on monthly basis/ within 10 days after submission of bill and after due verification of the department. However, in unforeseen circumstances, if the payment is not made in time the Department shall not pay any interest on late payment and vehicle services shall be continue.
- In case of any accident, any and all the claims and damages arising there from shall be met by the service provider. The department shall not have any liability/Responsibility in this regard either for the driver, commuter vehicle or the third party.
- In case the tender is cancelled due to failure of the Service Provider to comply with the terms of agreement in the contract, the entire or partial security amount as deemed appropriate or sufficient by the Department will be confiscated, for which the concerned Service Provider himself will be responsible.

### 3.6 Review and monitoring of the Bidder's work

The Client will check and verify the services on weekly basis with proper attendance and the quality of service. The agency will be given weekly feedback based on inspection report and necessary action will be taken on any compromise with quality of product and service.

# Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

## 4 Eligibility and evaluation criteria

### 4.1 Eligibility criteria

The Bidders must carefully examine the below mentioned eligibility criteria. The Bidder has to meet all the Eligibility criteria set out in this Clause to qualify as Eligible Bidder.

To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

S. no.	Minimum Qualifying Criteria	Documentary proof to be submitted
1	The Bidder should be a Company registered at least 3 years prior to the Bid Due Date under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008 or a Proprietorship.	(Form 1,2 and 3)  Company Registration certificate or Partnership deed along with GST Registration and PAN Card certificate
2	Financial Capacity: The Bidder should have Average Annual Turnover of INR 1.0 Crores in last three financial years.  Financial Years to be considered are:  2022-23; 2023-24, 2024-25 .  Note: The Bidder shall provide Audited financial statements of financial years ending 31st March 2025 as the case may be. In case of unavailability of Audited statements for FY 2024-25, the Bidder may submit provisional Turnover Certificates Certified by CA with UDIN number	Form-4, Audited Financial statements/ CA certificate
3	The Bidder should have at least experience of one project in providing similar service of vehicles in India to the Government State/Central organizations/ departments /PSUs in last 3 years (before the Proposal due date) with minimum value of Rs 50 Lakhs or more.  OR  The Bidder should have at least experience of two project in providing similar service of vehicles in India to the Government State/Central organizations/ departments/ PSUs in last 3 years (before the Proposal due date) with minimum value of Rs 25 Lakhs or more.	Form-5, Work Order and completion certificate from Client
4	Bidders shall have to submit at least 05 (Five) vehicles details with taxi permit registered in the bidder's name or copy of agreement/any other relevant documents are to be provided in case registration is not in the name of bidder	RC Copy/ agreement copy or any other relevant document to be submitted

## Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

S. no.	Minimum Qualifying Criteria	Documentary proof to be submitted
5	The bidder shall have supplied at least 10 nos. of vehicles in a single work/project for minimum of period of 5 days in India to the Government State/Central organizations/ departments/PSUs in last 3 financial years ending 31.03.2025	Form-6, Copy of Completion Certificate/Certificate issued by the Government State/Central organizations/ departments / PSUs clearly mentioning the number of supplied vehicles with period.
6	The Bidder should not have been barred by the Central Government, any State Government, a statutory Authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.	Form-7

**Note:**

- Fee means the total contract value for which the bidder was contracted as primary contractor for major work.
- Client certifications are mandatory for the Similar Projects. The certifications must confirm the project attributes (size, fee, duration, scope etc.).

Only Eligible Bidders will be taken up for Financial and Technical Evaluation.

#### 4.2 Financial evaluation:

The Bidders have to meet all the Eligibility criteria set to qualify as Eligible Bidders. Only those Bidders who have met the Eligibility Conditions will be considered for Financial Evaluation.

The BOQ rates quoted by each Bidder shall be tabulated and the least cost of each item shall be ascertained.

Further, the Composite Relative Score (CRS) shall be calculated using the formula below for work distribution:

#	Weightage (W)		CRS Calculation				
	Item	%age	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5
<b>W1</b>	<b>Premium SUV-2</b> Toyota Innova <b>Crysta</b> (All similar Category Vehicles Including EV) <b>1 Day (80 Km x 10 Hrs.)</b>	85.59%	<b>W1 x RR1</b>	<b>W1 x RR2</b>	<b>W1 x RR3</b>	<b>W1 x RR4</b>	<b>W1 x RR5</b>
<b>W2</b>	<b>Premium SUV-1</b> Toyota Innova <b>Hycross</b> (All similar Category Vehicles Including EV) <b>1 Day (80 Km x 10 Hrs.)</b>	8.79%	<b>W2 x RR1</b>	<b>W2 x RR2</b>	<b>W2 x RR3</b>	<b>W2 x RR4</b>	<b>W2 x RR5</b>
	<b>Total</b>	<b>94.38%</b>	<b>Total (Bidder 1)</b>	<b>Total (Bidder 2)</b>	<b>Total (Bidder 3)</b>	<b>Total (Bidder 4)</b>	<b>Total (Bidder 5)</b>

*\*W = Weightage of line items in %age*

# Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

*\*\*RR = Relative Ratio of quoted rates in comparison to discovered L1 rate.*

The Bidder with the lowest CRS shall be considered as L1 Bidder, and Bidders next in line shall be declared as L2 Bidder, L3 Bidder, so on and so forth.

However, the L-2 Bidder including the Principal Bidder shall have to match the discovered L1 rates for all BoQ items to form the empanelment in the subject project. However, in the event of either of L1, L2.... **L3** bidder/s not agreeing to match the rates, the Department reserves the right to invite the next bidder in line, so on and so forth for the empanelment or empanel more than 3 bidders according to the requirement of the project.

If in case of two or more bidders achieving equal CRS score, the L1 shall be decided based on the lowest rates quoted for highest weightage line item mentioned in the BOQ.

The empanelment shall be valid for a period of 12 months from date of issuance of LOE.

## 4.3 Allocation of work:

- 4.3.1 At least 50% of the estimated demand of requirements for Invest UP works shall be placed with the L1 Bidder, at least 30% with L2 and remaining 20.00% with L3 Bidder. The L1 Bidder will be held responsible to fulfil at least 50% of the BOQ requirement mentioned in the RFP and shall be declared as the Principal Bidder.

Bidder	Allocation of work (in %age)	Remarks
L1 (Principal Bidder)	Min 50.00%	The Allocation percentage may be based on estimated project value of each category of vehicle as decided by the Tender Committee. This allotment does not guarantee the allocation of said works
L2	Min 30.00%	
L3	Remaining 20.00%	

- 4.3.2 In case the L1 Bidder shows inability to supply at least 50% of the estimated demand as per the BOQ mentioned in RFP, the Department reserves the right to allot this work (at least 50% of the estimated demand as per the BOQ) to any of the other Empanelled Bidders (in order of their original bid, i.e. first to L2, then L3,) and declare that Bidder as the Principal Bidder.
- 4.3.3 In the event of Empanelled Bidders being unwilling or unable to supply any line items, the Department reserves the right to issue a Work Order for that line item to other Bidders to supply the item at the rates mentioned.
- 4.3.4 Any Work Order issued, on the discovered rate through this tender, by any of the government departments regarding Invest UP in favour of the empanelled Bidder, shall be considered as part of Work allocation and will be counted towards total percentage of the work allocated to the said Bidder.
- 4.3.5 The above allotment does not guarantee the allocation of works. The department reserves the right to allocate the work as per its sole discretion and/or as decide by the tender committee or department. The bidder shall have no right to claim any compensation/reimbursement in regard to the same.

# **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

## **5 Instructions to Bidders**

### **5.1 General instructions**

#### **5.1.1 Number of Proposals and respondents**

- 5.1.1.1 No Bidder shall submit more than one (1) Proposal, in response to this RFP.
- 5.1.1.2 The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Client.

#### **5.1.2 Proposal preparation cost**

- 5.1.2.1 The Bidders shall bear all costs associated with the preparation and submission of the Proposal. Client will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- 5.1.2.2 Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
- 5.1.2.3 All papers submitted with the Proposal are neither returnable nor claimable.

#### **5.1.3 Right to accept and reject any or all the Proposals**

- 5.1.3.1 Notwithstanding anything contained in this RFP, Client reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, without assigning any reason.
- 5.1.3.2 Client reserves the right to reject any Proposal if:
  - a) At any time, a material misrepresentation is made or discovered, or
  - b) The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
  - c) The Bidder does not adhere to the formats provided in the Annexure to the RFP while furnishing the required information/details.

#### **5.1.4 Clarifications**

- 5.1.4.1 Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Client and the Project site, sending written queries to the Client, and attending a Pre-Proposal Conference.
- 5.1.4.2 Bidders requiring any clarification on the RFP may send their queries to the Client by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification: **“Queries/Request for Additional Information concerning RFP for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP”**

## **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

- 5.1.4.3 The Client shall endeavour to respond to the queries within the period specified therein but no later than (7) (seven) days) prior to the PDD. The responses will be sent by e-mail. The Client will post the reply to all such queries on the Official Website.
- 5.1.4.4 The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 5.1.4 shall be construed as obliging the Client to respond to any question or to provide any clarification.

### **5.1.5 Amendment of the RFP**

- 5.1.5.1 At any time prior to the Proposal Due Date (PDD), the Client, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in> through a corrigendum and this shall form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Client shall not be responsible for failure to get/download the amendments.
- 5.1.5.2 In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Client may, at its own discretion, extend the PDD.

### **5.1.6 Data identification and collection**

- 5.1.6.1 It is desirable that the Bidders submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
- 5.1.6.2 It would be deemed that by submitting the Proposal, the Bidder has:
- Made a complete and careful examination and accepted the RFP in totality.
  - Received all relevant information requested from Client and:
  - Made a complete and careful examination of the various aspects of the Scope of Work.
- 5.1.6.3 Client shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

# **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

Preparation and submission of Proposals

## **5.2 Preparation and submission of Proposals**

### **5.2.1 Language and currency**

- 5.2.1.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 5.2.1.2 The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

### **5.2.2 Proposal validity period and extension**

- 5.2.2.1 Proposals shall remain valid for a period of 180 days from the Proposal Due Date ("Proposal Validity Period") and Client may solicit the Bidder's consent for extension of the period of validity, if required. Client reserves the right to reject any Proposal, which does not meet this requirement.
- 5.2.2.2 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, Client may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

### **5.2.3 Format and signing of Proposals**

- 5.2.3.1 The Bidders shall prepare electronic copies of the technical and financial e-bid/Proposals separately.
- 5.2.3.2 Bidders should provide all the information as per the RFP and in the specified formats. Client reserves the right to reject any Proposal that is not in the specified formats.
- 5.2.3.3 In case the Bidders intends to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

### **5.2.4 Submission of e-bid/Proposal**

- 5.2.4.1 The bid submission module of e-procurement website <http://etender.up.nic.in> enables the Bidders to submit the Proposal online in response to this RFP published by the Client. Submission can be done till the Proposal Due Date specified in the RFP. Bidders should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e-procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.
- 5.2.4.2 The Bidders have to follow the following instructions for submission:
- For participating 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 Ltd. (UPLC), Lucknow if they have not done so previously.
  - In addition to the normal registration, the Bidder must 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/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-



## **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

tendering system using the user login option on the home page with the login ID and password with which he/she has registered.

- c. 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 DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The Client shall not be held responsible if the Bidder fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
- d. 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 the tender, for which the Bidder intends to e-bid/Proposal, from "My tenders" folder, the Bidder can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Bidder should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
- e. After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- f. Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC 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 files already prepared and stored in the Bidder's computer.
- g. The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal 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/Proposal documents are protected, stored and opened by concerned bid openers only.
- h. After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal 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.
- i. Client reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

# **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

## **5.2.5 Deadline for submission**

- 5.2.5.1 E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The Client may, at its discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the Client and Bidders previously subject to the deadline will thereafter be subject to the deadline, as extended.

## **5.2.6 Late submission**

- 5.2.6.1 The server time indicated in the bid management window on the e-procurement website <http://etender.up.nic.in> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Bidder cannot submit his/her e-bid/Proposal. 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/Proposal is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

## **5.2.7 Withdrawal and resubmission of Proposal**

- 5.2.7.1 At any point of time, a Bidder can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Bidder should first log in using his/her login ID and password and subsequently by his/her DSC 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 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/Proposal.
- 5.2.7.2 No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.
- 5.2.7.3 The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal 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 detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.
- 5.2.7.4 The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
- 5.2.7.5 No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

## **5.2.8 Selection of the Bidder**

- 5.2.8.1 From the time the Proposals are opened to the time the contract is awarded, if any Bidder wishes to contact the Client, on any matter related to their Proposal it should do so in writing. Any effort by the Bidders to influence any officer or bearer of the Client in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

# **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

## **5.2.9 Proposal opening**

- 5.2.9.1 After the technical evaluation, the Client shall prepare a list of prequalified Bidders in terms of Clause 4.2 for opening of their financial bid. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Bid. Before opening of the Financial Bid, the list of pre-qualified Bidders along with their technical scores will be read out. The opening of Financial Bid shall be done in presence of respective representatives of Bidders who choose to be present. The Client will not entertain any query or clarification from Bidder who fail to qualify at any stage of the selection process.
- 5.2.9.2 Bidders are advised that selection shall be entirely at the discretion of the Client. Bidders shall be deemed to have understood and agreed that the Client shall not be required to provide any explanation or justification in respect of any aspect of the selection process.
- 5.2.9.3 Any information contained in the Proposal shall not in any way be construed as binding on the Client, its agents, successors, or assigns, but shall be binding against the Bidder if the service is subsequently awarded to it.

## **5.2.10 Opening of Proposals**

- 5.2.10.1 Client will open all technical e-bids/Proposals, in the presence of Bidder's representatives who choose to attend on the prescribed date of opening at the Client office.
- 5.2.10.2 The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the Client, the e –bids shall be opened at the appointed time and place on the next working day. The Bidder who is participating in e-bid/Proposal should ensure that the RTGS of Fee mentioned in the Data sheet must be submitted in the prescribed account of Client within the duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, bid shall be rejected.
- 5.2.10.3 The Bidders names and the presence or absence of requisite e-bid/Proposal security and such other details as the Client at its discretion may consider appropriate, will be announced at the opening. The names of such Bidders not meeting the technical specifications and qualification requirement shall be notified subsequently.
- 5.2.10.4 The Client will prepare minutes of e-bid/Proposal opening.

## **5.2.11 Confidentiality**

- 5.2.11.1 Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Bidder/s shall not be disclosed to any person not officially concerned with the process.
- 5.2.11.2 After opening of the Proposals, no information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations concerning the award of contract shall be disclosed to Bidders or their representatives, if any. Any effort by a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation, and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

## **5.2.12 Tests of responsiveness**

- 5.2.12.1 Prior to evaluation of the Proposals, Client will determine whether each Proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:
  - a. It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
  - b. It contains all information as desired in this RFP.

## **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

- c. Information is provided as per the formats specified in the RFP.
  - d. It mentions the validity period as set out in Data Sheet.
  - e. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.
- 5.2.12.2 Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by Client in respect of such Proposal.

### **5.2.13 Clarifications sought by Client**

- 5.2.13.1 To assist in the process of evaluation of Proposals, Client may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. No change in the substance of the Proposal would be permitted by way of such clarifications.

### **5.2.14 Proposal evaluation**

- 5.2.14.1 Submissions from Bidders would first be checked for responsiveness as set out in Clause 5.2.12. All Proposals found to be substantially responsive shall be evaluated as per the Technical/Evaluation Criteria set out in Clause 4.1 of this RFP.
- 5.2.14.2 The Proposal containing the Technical Details in Clause 4.1 of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

### **5.2.15 Performance Guarantee**

- 5.2.15.1 The empanelled Bidder shall furnish a Performance Guarantee at the time of contract signing amounting to 1% of the work order/Contract Value awarded to each bidder which should be valid for 12 months. The BG shall be returned or extended after the expiry of the project period 12 months the case may be. The BG can be from any Nationalised or Scheduled bank.
- The successful bidder shall submit an unconditional and irrevocable **Performance Bank Guarantee (PBG) equivalent to 1% of the work order value**, subject to variation based on the project and at the sole discretion of the Department. The requirement for submitting the PBG may also be exempted at the sole discretion of the Department.
  - The PBG shall be issued by a **Scheduled Bank acceptable to Invest UP**, payable on demand, and shall remain valid for a period of **six (6) months post satisfactory completion** of the project.
  - The bidder shall submit the PBG **within five (5) days** of issuance of the **Letter of Award (LoA) or as mentioned in the LoA**.
  - All incidental charges related to furnishing the PBG (premium, commission, etc.) shall be borne by the bidder.

### **5.2.16 Earnest Money Deposit (EMD)**

The EMD amount as mentioned in data sheet in clause 2 shall be deposited by each bidder through RTGS transfer. The EMD of unsuccessful bidders shall be refunded post completion of the bid process without any interest, while that of the selected bidder shall be retained until submission of the Performance Bank Guarantee (PBG) or as per the discretion of the department.

# **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

## **6 General Conditions of Contract**

### **6.1 General Provision**

#### **6.1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in India as they may be issued and be in force from time to time;
- b) "Authorized Representatives" shall have the meaning set forth in GCC Clause 6.1.5 ;
- c) "Bidder" (including the terms 'Selected Bidder' or 'Contractor' or 'Supplier' or 'Service Provider' or 'Consultant' or 'Firm' or 'Vendors' or 'Manufacturer' or 'Successful Bidder' in specific contexts) means any private or public entity that will provide the Services to the Client under the Contract.
- d) "Bid Processing Fee" shall mean the fee as specified in the RFP Data Sheet.
- e) "Bill of Quantities" (including the term 'Price Schedule' or 'BOQ') means the priced and completed Bill of Quantities forming part of the Contract;
- f) "Client" means the Invest UP;
- g) "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any;
- h) "Confidentiality" shall have the meaning set forth in GCC Clause 6.2.10;
- i) "Dispute" shall have the meaning set forth in GCC Clause 6.2.15;
- j) "EMD" means Earnest Money Deposit submitted by the Bidder.
- k) "Government" means the Government of the Client's Country/State;
- l) "LOE" means Letter of Empanelment issued to the selected Bidders by the Client against an empanelment RFP.
- m) "LOA" means Letter of Award issued to the selected Bidder by the Client issuing directions to commence Services;
- n) "Liquidated Damages" shall have the meaning set forth in GCC Clause 6.1.10;
- o) "Empanelment Period" refers to the period of contract;
- p) "Party" means the "Client or the Bidder" as the case may be, and "Parties" means both of them;
- q) "Penalty" shall have the meaning set forth in GCC Clause 6.1.11;
- r) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the Bidder in the form prescribed for the due performance of the Contract;
- s) "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof;
- t) "RFP" means the Request for Proposal in response to which the Bidder has submitted a proposal, towards fulfilling the procurement of a commodity, service, or valuable asset;
- u) "Scheduled Bank" means Banks specified in the RBI Act, 1932;
- v) "Services" means the work to be delivered/performed by the Bidder pursuant to the Contract, Terms of Reference and Service Level Agreement (SLAs) specified in the RFP;
- w) "Service Level Agreement (SLAs)" means the standards and specifications of the services as required by Clause 3.1 of the RFP.

## **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

- x) "Work Order" means the written document issued by the Client subsequent to signing of Contract requesting delivery of specified Services/materials from the Bidder as per the Contract terms and conditions.

### **6.1.2 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### **6.1.3 Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### **6.1.4 Notices**

- 6.1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or if the service thereof is affected upon them by post or by electronic means, viz- fax and/or email on the official email address of the Parties to this Contract, as provided hereinafter: [Insert email address] for the Client and [Insert email address] for the Bidder.

- 6.1.4.2 A Party may change its address for notice hereunder by giving the other Party a notice in writing of such change to the address.

- 6.1.4.3 Performance Notice

At any time during the subsistence of this Contract, the Bidder may be required by the Client to perform any of its obligations under this Contract or to remedy any issues, defect, deficiency, flaw or damage, etc. in its performance, by means of a written notice (also referred to as 'Performance Notice', within such time as may be stated therein and the Bidder shall, upon receipt of such notice, comply with the same within this time stipulated therein.

Issuance of a Performance Notice shall not be construed to be an extension of time to the Bidder for performing any of its obligations under this Contract or a waiver of Liquidated Damages or Penalty or any other right of the Client, unless specifically stated in such notice. In case of failure to perform the obligation required by the Performance Notice within the time stated therein, the Client may, in its discretion and without prejudice to its right to charge Liquidated Damages, impose a suitable Penalty for every such failure, as also to forfeit the Bank Guarantee so as to materialize the covenant enumerated in Clause 6.2.7.4..

### **6.1.5 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Bidder may be taken or executed by the officials specified in the Contract.

### **6.1.6 Taxes and Duties**

GST/other applicable taxes shall be as specified in the BOQ.

### **6.1.7 Fraud and Corruption**

- 6.1.7.1 For the purpose of this Contract, the terms set forth below as defined as follows:

- a) "Corrupt practice" means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in Contract execution;
- b) "Fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of a Contract;

## **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

- c) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of the Contract.

### **6.1.7.2 Measures to be taken**

The Client will terminate the Contract if the representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the Contract and forfeit the Performance Bank Guarantee.

The Client will sanction the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if at any time, the Client determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said Contract.

It is made clear that any Termination made under this clause shall not necessitate the Bidder to be put an advance notice and a mere communication in that regard by the Client would suffice.

### **6.1.8 Limitation of Liability**

The Contract will require that the aggregate liability of the Bidder under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Bidder hereunder. The preceding limitation shall not apply to liability arising as a result of the Bidder's fraud in performance of the services hereunder, or accident caused due to negligence of the Bidder, or the cost of repairing or replacing defective equipment, or to any obligation of the Bidder to indemnify the Procuring Entity concerning IPR infringement.

### **6.1.9 Insurance**

The Bidders are expected to maintain insurance cover for the following events to insure against:

- a) loss of or damage to the vehicle, equipment etc, including damages due to natural and man-made disasters like fire, explosion, flooding, electrocution etc.
- b) loss of or damage to any equipment, property in connection with the Contract;
- c) personal injury or death of the employees/third party personnel;
- d) penalties and demands by labour regulatory Authority and any other regulatory authorities.

For any accident/ mishappening that may occur onsite, the Client does not take any responsibility for insurance coverage.

### **6.1.10 Liquidated Damages& Time Extension**

#### **6.1.10.1 Time is of the essence**

Time is of the essence as to the delivery/supply/installation and maintenance of the services to be delivered/performed by the Bidder.

#### **6.1.10.2 Time Extension**

In case of delay in performance due to reasons beyond the control of the Bidder, suitable extension of time may be granted by the Client. The grant of such extension of time shall not be construed to be a waiver of any Liquidated Damages or Penalty or any other right of the Client under this contract.

#### **6.1.10.3 Liquidated Damages**

The Parties agree that in case the Services provided by the Bidder are found to be unsatisfactory, of inferior quality, not meeting Service Level Agreement (SLAs),

## Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

uneconomical, leading to delay in completion of Services or any other default with reference to the RFP conditions, or the same resulting in losses, monetary or otherwise, to the Client, which are difficult to quantify, Liquidated Damages as mutually agreed basis genuine pre-estimation of such losses shall be imposed on the Bidder. The Liquidated Damages shall be subject to a maximum of 10% (ten per cent) of the Agreement/Contract Value. Details of the same have been provided below:

Conditions for Liquidated Damages to be imposed	Amount of Liquidated Damages
Delay in performance of Services	Liquidated Damages of 1% (one per cent) of the Agreement/Contract Value per day of delay
Non-compliance of the SLAs	Liquidated Damages of 1% (one per cent) of the Agreement/Contract Value per day
Delay due to failure to deploy the mutually agreed human resources	Liquidated Damages of INR 10000 per day for first 5 days. For further delay Liquidated Damages of 1% (one per cent) of the Agreement/Contract Value per day.

The Liquidated Damages shall be imposed and may inter alia recovered either by appropriation from the Performance Security or from final bills or by any other mode in accordance with the laws. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without written notice to the Bidder in the event of breach of this Agreement or for recovery of Liquidated Damages specified herein. The Liquidated Damages are without prejudice to the right of the Client to impose Penalty or the right to recover any unliquidated damages suffered by the Client on account of any act or omission of the Bidder or its agents, representatives or employees, etc., which are not contemplated herein or others.

### 6.1.11 Penalty

Without prejudice to any other right of the Client under this Contract, the Client reserves the right to impose a Penalty for any breach of the terms of this Contract, the amount and nature whereof shall be decided by the Client depending upon the quantum and/or severity of the breach in each case, including but not limited to the following Penalties:

Breach	Penalty
Failure to address the Notice(s) given by the Client	<ul style="list-style-type: none"><li>For first instance, to be kept on watchlist.</li><li>For second instance, the concerned key personnel and team leader to be removed from the project.</li><li>For third and further instances, contract may be terminated.</li></ul>
Any incidence of misbehaviour by the staff of the Bidder	Penalty of INR 5000 per incidence



## Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

If any of the Bidder's personnel, on duty or otherwise is found under the influence of any drug or intoxicants	Penalty of INR 5000 per incidence
If any of the Bidder's personnel, on duty or otherwise is found guilty of conduct unbecoming of such personnel	Penalty of INR 5000 per incidence
If any of the Bidder's personnel, on duty or otherwise is found attempting to claim false attendance	Penalty of INR 10000 per incidence
Any other breach of contract	Suitable penalty as determined by the Client, including declaring the bidder ineligible to be awarded a contract, for a stated period of time.

### 6.2 Commencement, Completion, Modification and Termination of Contract

#### 6.2.1 Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties.

#### 6.2.2 Commencement of Services

The Bidder shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

#### 6.2.3 Expiration of Contract

Unless terminated earlier pursuant to GCC Clause 6.2.7 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the Contract.

#### 6.2.4 Modifications or Variations

- a) The Client shall have power to order the Bidder to do any or all of the following as considered necessary or advisable during the progress of the work.
  - Increase or decrease of any item of work included in the Contract or BOQ
  - Omit any item of work in the Contract or BOQ
  - Change the character or quality or kind of any item of work in the Contract or BOQ;
  - Change the levels, lines, positions and dimensions of any part of the work in the Contract or BOQ;
  - Execute additional items of work of any kind necessary for the completion of the works; Change in any specified sequence, methods or timing of construction of any part of the work;
  - Change the location of the works and
  - Any other item as desired by the Client
- b) The Bidder shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to them in writing by the Client and such alteration shall not vitiate or invalidate the Contract.

#### 6.2.5 Quantities in the Contract

The quantities set out in the Contract are estimated quantities. Payment shall be made for actual quantities delivered in accordance with the Work Orders issued by the Client subsequent to the signing of the Contract.

## **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

In case the delivered quantities have to be installed or deployed on site, payments shall be done only for the actual installed quantities. No payments shall be done for material dumped on the site and not installed.

### **6.2.6 Force Majeure**

#### **6.2.6.1 Definition**

For the purposes of this Agreement, "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 epidemics, quarantine restrictions, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, confiscation or any other action by government agencies

Force Majeure shall not include (i) strikes, lockouts or other industrial action; (ii) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (iii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **6.2.6.2 No Breach of Contract**

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### **6.2.6.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure, subject to the condition that no extension of time shall be granted during or beyond the Empanelment period and any extension granted prior to the Empanelment Period shall not extend into the Empanelment Period, provided that the Client may under exceptional circumstances extend any reasonable period during the Empanelment Period, however, no extension shall be granted in any circumstances after the last date of the Empanelment Period.

#### **6.2.6.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period, subject to the condition that no such payments shall be made in case the Bidder is unable to perform the services during the Empanelment period.

### **6.2.7 Termination**

Either Party may terminate the Contract with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per Applicable Laws or professional obligations.

#### **6.2.7.1 By the Client**

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GCC Clause 6.2.7.1. In such an occurrence the

## **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

Client shall give not less than fifteen (15) days' written notice of termination to the Bidder, and thirty (30) days' in the case of the event referred to in (e).

- a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within any period as the Client may have directed in writing.
- b) If the Bidder becomes insolvent or bankrupt.
- c) If the Bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 6.2.15 hereof.

### **6.2.7.2 By the Bidder**

The Bidder may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GCC Clause 6.2.7.2:

- a) If the Client fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute pursuant to GCC Clause 6.2.15 hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.
- b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 6.2.15 hereof.

### **6.2.7.3 Payment upon Termination**

Upon termination of this Contract pursuant to GCC Clauses 6.2.7, the Client shall make the following payments to the Bidder:

- a) Payment pursuant to GCC Clause 6.2.13 for Services satisfactorily performed prior to the termination date;
- b) Except in the case of termination pursuant to paragraphs (a) through (c) and (f) of GCC Clause 6.2.7.1, reimbursement of any reasonable cost, incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### **6.2.7.4 Risk and Cost**

If the Bidder (i) does not perform any of its obligations under this Contract or remedy any issues, defect, deficiency, flaw or damage, etc. in its performance, upon service of a Performance Notice, within the time stipulated therein; or (ii) terminates this Contract before or during the Empanelment Period, the Client may, without prejudice to any other right or remedy under this Contract or any extant Law, by a notice in writing, carry out the part work/part incomplete work by any means at the risk and cost of the Bidder. Provided also that if the expenses incurred by the Client are less than the amount payable to the Bidder, the balance shall not be payable to the Bidder.

In such an event, the Bidder shall have no claim to compensation for any loss sustained by it by reason of it having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of this Contract.

# **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

## **6.2.8 Obligations of the Bidder**

### **6.2.8.1 Standard of Performance**

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence and efficiency, in accordance with the stated Contract conditions, RFP Terms of Reference and Service Level Agreement (SLAs). The Bidder shall observe sound management practices, and employ appropriate technology, safe and effective equipment, machinery, materials and methods. For matters where the Contract does not specify any Standard, the Services delivered shall conform to National/ International Standards or generally accepted professional standards, techniques and practices.

The Bidder shall always act, in respect of any matter relating to this Contract, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.

In cases where the performance or/and quality of Services is/are found to be unsatisfactory, Client shall impose Liquidated Damages and/or Penalties for the shortfall in performance as per GCC Clause 6.1.10 and 6.1.11. Imposition of these Liquidated Damages and/or Penalty shall not absolve the Bidder from rectification or reperformance of the defective Service without further payment.

### **6.2.8.2 Responsibility of the Bidder**

The Bidder should commence execution of Services in accordance with GCC Clause 6.2 and shall carry out the Services in accordance with the program submitted by the Bidder, as updated with the approval of the Client.

Notwithstanding anything mentioned in the RFP and Contract, the Bidder shall ensure compliance with all Applicable Laws and any guidelines which have been issued by the government or Client from time to time.

## **6.2.9 Obligations under Labour Code**

The Bidder shall fulfil all obligations under all applicable labour codes and rules and shall indemnify the Client from any and all claims arising out of non-compliance of the aforementioned labour codes.

## **6.2.10 IPR Rights & Confidentiality**

### **6.2.10.1 IPR Rights**

All deliverables in the form of data, software, designs, utilities, tools, outputs, plans, drawings, specifications, designs, reports, models, systems and other methodologies and know-how ("Materials") submitted by the Bidder under this Contract shall become and remain the property of the Client and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Client's prior written consent.

The Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

### **6.2.10.2 Confidentiality**

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Client to the Bidder, in connection with the Contract, whether such information has been furnished before, during or following completion or termination of the Contract, are confidential and shall remain the property of the Client and shall not, without the prior written consent of Client, be divulged by the Bidder to any third party, nor be used by them for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Client, all copies of all such information

# **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

in original shall be returned on completion of the Bidder's performance and obligations under this Contract.

## **6.2.11 Accounting**

The Bidder shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

## **6.2.12 Obligations of the Client**

### **6.2.12.1 Assistance and Exemptions**

The Client shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the Contract.

### **6.2.12.2 Change in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Bidder under this Contract shall be increased or decreased accordingly under this Contract.

## **6.2.13 Payments to the Bidder**

### **6.2.13.1 Professional fee and Payments**

The total payment due to the Bidder shall be governed by the Contract Price (as determined by the financial quote in the RFP stage).

### **6.2.13.2 Terms and Conditions of Payment**

Payments will be made to the account of the Bidder and according to the payment schedule stated in Clause 3.4 of the RFP. The Payment shall be inclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services. Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

## **6.2.14 Good Faith and Indemnity**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **6.2.14.1 For breach of IPR Rights**

The Bidder shall indemnify and hold harmless, free of costs, the Client and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the Bidder under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the Contract arising out of or in connection with:

- a) any design, data, drawing, specification, or other documents or Services provided or designed by the Bidder for or on behalf of the Client.
- b) The sale by the Client in any country of the services/ products produced by the Services delivered by the Bidder, and
- c) The delivery of the Services by the Bidder or the use of the Services at the Client site

Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced

## **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

thereby in association or combination with any other service, equipment, plant, or materials not delivered by the Bidder.

If any proceedings are brought, or any claim is made against the Client arising out of the matters referred above, the Client shall give the Bidder a notice thereof. At its own expense and in the Client's name, the Bidder may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Client informed.

If the Bidder fails to notify the Client within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Client shall be free to conduct the same on its behalf at the risk and cost to the Bidder.

At the Bidder's request, the Client shall afford all available assistance to the Bidder in conducting such proceedings or claim and shall be reimbursed by the Bidder for all reasonable expenses incurred in so doing.

### **6.2.14.2 For Losses and Damages Caused by Bidder**

The Bidder shall indemnify and keep harmless the Client, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Client because of any act or omission or default or negligence or trespass of the Bidder, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The Bidder shall make good at his own expense all resulting losses and/ or damages to:

- a) the Services themselves or
- b) any other property of the Client or
- c) the lives, persons, or property of others

In case the Client is called upon to make good such costs, loss, or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Client may incur about it, shall be charged to the Bidder. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.

The Client shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the Bidder, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Bidder, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Bidder.

### **6.2.15 Settlement of Disputes**

6.2.15.1 This Contract shall be governed by, and construed in accordance with, the laws of India.

#### **6.2.15.2 Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any dispute between the Parties arising out of or in connection with the Contract, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably, by means of conciliation and/or negotiation, in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as

## **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

one of the Parties hereto, after reasonable attempts, which shall continue for not less than 60 (sixty) days, gives a notice to this effect, to the other party in writing.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect and the Parties shall keep performing their obligations under this Contract, especially during the Empanelment Period, notwithstanding any disputes, pending any attempts at amicable settlement.

### **6.2.15.3 Arbitration**

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Client from the panel of arbitrators nominated by the parties to this agreement with mutual consent and a list of the panel so decided shall form part of this agreement. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect and the Parties shall keep performing their obligations under this Contract, especially during the Empanelment Period notwithstanding any disputes, pending the award in any arbitration proceedings hereunder.

### **6.2.15.4 Jurisdiction**

The venue of arbitration shall be in Lucknow, Uttar Pradesh.

The language of arbitration proceedings shall be English.

Any dispute arising in relation to this Contract shall be subjected to the exclusive Jurisdiction of Courts at Lucknow, Uttar Pradesh.

# Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

## 7 Annexure: Standard Forms

### 7.1 Form 1: Power of Attorney

Power of Attorney

(On stamp paper of INR 100/-)

Know all men by these presents, We..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. .... (name and residential address) who is presently employed with us and holding the position of..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP** including signing and submission of all documents and providing information/responses to the Client in all matters in connection with our Proposal for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 2025

For \_\_\_\_\_

(Name and designation of the person(s) signing on behalf of the Bidder)

Accepted

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney)

Date: .....

Note:

1. To executed only if the Bidder is a Company, Agency or firm.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.



# **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

## **7.2 Form 2: Covering Letter: (On the letterhead of the bidder)**

Date:

To,

**The Nodal Officer**

Invest UP

**Reference: Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

Dear Sir,

1. With reference to your RFP for \_\_\_\_\_ 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 Invest UP any additional information it may find necessary or required to supplement or authenticate the Bid.
5. We acknowledge the right of 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. (Appendix G as a non-debarment affidavit is a mandatory required. It needs to be attached in the technical bid, in addition to the cover letter).
7. We declare that:
  - We have examined and have no reservations to the Bidding Documents, including any Addendum issued by Invest UP.
  - We do not have any conflict of interest in accordance the RFP document.
  - 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 Invest UP or any other public sector enterprise or any government, Central or State; and
  - 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.

## **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

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 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 Invest UP in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the abovementioned 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 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 offer an EMD as mentioned in data sheet to Invest UP in accordance with the RFP Document.
20. 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.
21. We agree to keep this offer valid for 180 days from the Proposal Due Date specified in the RFP.
22. 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,

For and on behalf of (Name of Bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Title and Address of the Authorized Signatory)

## Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

### 7.3 Form 3: Details of Bidder(On the letterhead of the bidder)

1.	Name of the project		
2.	Name of the bidder firm		
3.	Registered Office	Address (With Pin Code)	
		Telephone Nos. (With STD Code)	
		Fax Nos. (With STD Code)	
		E-mail ID	
		Website	
4.	GSTIN (Copy to be Enclosed)		
5.	PAN Card No (Copy to be Enclosed)		
6 A.	Name and designation of the Chief Executive of the firm		
6 B.	Address		
7 A.	Name and designation of the authority that is authorized to sign the e-Bid document		
7 B.	Address		
8.	Cost of tender (UTR No.)		
	EMD amount (UTR No.)		
9.	Other Eligibility documents attached:		
9 A.	Documents in evidence of Past Experience		
9 A I.	List of important clients		
9 An II.	Proof of such association like accreditations, memberships and certificates from important past clients		

# Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

## 7.4 Form 4: Financial capacity of the Bidder

### Financial Capacity of the Bidder

(Chartered Accountant certificate, Turnover for any one financial year from 2022-2025 (i.e., 2022-23, 2023-24 and 2024-25) and net worth for all three years from 2022-2025)

Bidder:			
Financial Year	2022-23	2023-24	2024-25
Annual Turnover			
Net Worth			

(Turnover of sister concerns/ affiliates will not be considered)

Name & address of Bidder:

### Instructions:

The Bidder shall submit a Chartered Accountant certificate only. The certificate should mention:

1. CA certification regarding annual turnover for three financial year as per RFP Terms (2022-23, 2023-24 and 2024-25).
2. Net worth for the last three financial year as per RFP Terms (2022-23, 2023-24 and 2024-25).

## Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

### 7.5 Form 5: Eligible assignments of the Bidder

#	Name of Project*	Name of Client	Professional fee received by the Bidder (in INR crore)
1			
2			
3			

\* The Bidder should provide details of only those assignments that have been undertaken by it under its own name

**Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire  
Basis for Invest UP**

**7.6 Form 6: Bidder's experience for bulk requirement/events**

#	Name of Project*	Name of Client	No. of vehicles supplied	Professional fee received by the Bidder (in INR crore)
1				
2				
3				

*(Provide here a brief (two pages) description of the background and organization of your firm/entity)*

**Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire  
Basis for Invest UP**

**7.7 Form 7: Non-Debarment Affidavit (On stamp paper of INR 100/-)**

Date:

To,

**Nodal Officer**

Invest UP

**Reference: Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire  
Basis for Invest UP**

Dear sir,

I/We \_\_\_\_\_ hereby declare that statements, project documents, credentials, documentary evidence, financial statements and other tender documents in the proposal are true, authentic to the best of my/our knowledge. I/we have not incorporated any information not undertaken by us, in the proposal. I/We, for the purpose of the said RFP, have not forged, misrepresented & misled any information that has not been undertaken by us. For the purpose of the evaluation, Invest UP, has the right to verify the authenticity of the proposal submitted by us.

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

I/We, also declare that I/We have not be blacklisted / terminated / debarred by any State or Central Government or their agencies and have not been found guilty of any criminal offence by any court of law, in the last seven (7) years.

All abovementioned point is true, authentic to the best of my/our knowledge

Yours faithfully,

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

## **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

**FORM 6– Declaration that, during the last three years, the Bidder has neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial Client or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.**

**Declaration Letter for “Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP”.**

”

(To be printed on letter head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to **Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**, we also declare that our Company/LLP/ Partnership / Society / Proprietorship <Please delete whichever is not applicable> has during the last three years, neither failed to perform on any agreement, nor has been evidenced by imposition of a penalty by an arbitral or judicial Client or a judicial pronouncement or arbitration award, nor been expelled from any project or agreement nor have had any agreement terminated for breach by us.

Sincerely,

(Signature of the Authorized Person)

Name:

Designation:



# **Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

## **7.8 Form 8: - Financial Proposal**

(Date)

To: *(Name and address of Client)*

### **Subject: Financial proposal**

**Reference.** - Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

Dear Sirs,

We have read and examined the RFP document dated XXMMYYYY complete with the Terms of reference,

Instructions to Bidders and General Conditions of Contract.

Our financial quote for the provision of services as per the conditions of the RFP are enclosed as Annexure

The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document. Provisions for GST and reimbursable expenses shall be as per the terms stated in the RFP document.

Our Financial Proposal shall be binding upon us upto expiration of the validity period of the proposal. We understand the Client is not bound to accept any proposal that is received.

Signature and Name of the Authorized Person

NAME OF THE BIDDER AND SEAL

# Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

## 7.9 Form 9: Financial quote (to be separately uploaded on portal)

PERFORMA FINANCIAL BID FOR HIRING OF VEHICLE (For Reference Only)

PROFORMA FOR QUOTING RATES

(TO BE SUBMITTED SUBSCRIBING "FINANCIAL BID")

Name of work: **Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP**

Tender Inviting Authority: Invest UP

Name of Work: Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

Contract No:

Name of the Bidder/ Bidding Firm / Company :							
<b>PRICE SCHEDULE</b> <span style="color: red;">(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</span>							
NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	RATE (including all taxes) In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	12	13	54	55
1.00	Sedan						
1.01	Maruti Suzuki Dzire/ Hyundai Xcent/ Honda Amaze / (All similar Category Vehicles Including EV)	1	1 Day (80 Km x 10 Hrs.)	INR		0.000	INR Zero Only
1.02	Maruti Suzuki Dzire/ Hyundai Xcent/ Honda Amaze / (All similar Category Vehicles Including EV)	1	1 Month (2000 Km x 320 Hrs.)	INR		0.000	INR Zero Only
2.00	Premium Sedan						

## Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

2.01	Honda City/Hyundai Verna/Maruti Suzuki Ciaz/(All similar Category Vehicles Including EV)	1	1 Day (80 Km x 10 Hrs.)	INR		0.000	INR Zero Only
2.02	Honda City/Hyundai Verna/Maruti Suzuki Ciaz/(All similar Category Vehicles Including EV)	1	1 Month (2000 Km x 320 Hrs.)	INR		0.000	INR Zero Only
3.00	<b>SUV</b>						
3.01	Mahindra Bolero/Mahindra Bolero Neo/Mahindra Scorpio/Mahindra TUV 300/Hyundai Creta (All similar Category Vehicles Including EV)	1	1 Day (80 Km x 10 Hrs.)	INR		0.000	INR Zero Only
3.02	Mahindra Bolero/Mahindra Bolero Neo/Mahindra Scorpio/Mahindra TUV 300/Hyundai Creta (All similar Category Vehicles Including EV)	1	1 Month (2000 Km x 320 Hrs.)	INR		0.000	INR Zero Only
4.00	<b>Premium SUV-1</b>						
4.01	Toyota Innova Hycross (All similar Category Vehicles Including EV)	1	1 Day (80 Km x 10 Hrs.)	INR		0.000	INR Zero Only
4.02	Toyota Innova Hycross (All similar Category Vehicles Including EV)	1	1 Month (2000 Km x 320 Hrs.)	INR		0.000	INR Zero Only
5.00	<b>Premium SUV-2</b>						
5.01	Toyota Innova Crysta (All similar Category Vehicles Including EV)	1	1 Day (80 Km x 10 Hrs.)	INR		0.000	INR Zero Only
5.02	Toyota Innova Crysta (All similar Category Vehicles Including EV)	1	1 Month (2000 Km x 320 Hrs.)	INR		0.000	INR Zero Only

## Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire Basis for Invest UP

<b>6.00</b>	<b>Luxury Sedan</b>						
6.01	Mercedes Benz E-Class/ BMW 3 Series/ Audi A4 (All similar Category Vehicles Including EV)	1	1 Day (80 Km x 10 Hrs.)	INR		0.000	INR Zero Only
<b>7.00</b>	<b>MPV (Multi Purpose Vehicle)</b>						
7.01	Force Urbania 17-Seater	1	1 Day (80 Km x 10 Hrs.)	INR		0.000	INR Zero Only
7.02	Force Urbania 14-Seater	1	1 Day (80 Km x 10 Hrs.)	INR		0.000	INR Zero Only
<b>8.00</b>	<b>BUS</b>						
8.01	Luxury Bus 42-Seater (Mercedes/Volvo/Ashok Leyland/TATA/Eicher/Bharat Benz)	1	1 Day (80 Km x 10 Hrs.)	INR		0.000	INR Zero Only
<b>Total in Figures</b>						<b>0.000</b>	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>					

*Note: Financial Quote shall not be part of the Technical Proposal for purposes of Eligibility/Evaluation and would lead to ineligibility of the Bidder in such case.*

**Request for Proposal for Empanelment of Agencies for Providing Vehicles on Hire  
Basis for Invest UP**

**7.10 Form 10: Pre-bid queries format**

S.No .	Page/Clause No.	Clause mentioned in RFP	Clarification/Queries/Suggestions by Bidders

**Note:**

1. Bidders shall submit their pre-bid queries in the above given template only.
2. Bidder shall email the queries to ***info@investup.org.in***

**\*END OF RFP\***