



Re-Request-for-Proposal
for
Selection of Agency
For Providing Services for participation in Annual
Meeting of World Economic Forum 2026

Invest UP

4th Floor, A–Block, PICUP Bhawan

Vibhuti Khand, Gomti Nagar

Lucknow–226 010 (Uttar Pradesh)

T : 0522-2720236 & 2720238

E : info@investup.org.in

W: <https://invest.up.gov.in/>

NOTICE INVITING TENDER

Re-Request-for-Proposal for Selection of Agency for Providing Services for participation in Annual Meeting of World
Economic Forum 2026

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

Issuing Authority:

GM - External Events

Invest UP,

4th FLOOR, A-BLOCK, PICUP BHAWAN, VIBHUTI KHAND

GOMTI NAGAR,

LUCKNOW-226010 (U.P.)

DISCLAIMER

1. The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of Invest UP, Uttar Pradesh or any of its employees, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by Invest UP to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Invest UP in relation to the mandate. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Invest UP, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Invest UP accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
4. Invest U.P., its employees make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
5. Invest UP also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.
6. Invest UP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
7. The issue of this RFP does not imply that Invest UP is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the mandate and Invest UP reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
8. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Invest UP or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Invest UP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
9. Invest UP may, at its own discretion, extend the date for submission of e-bids. In such case all the rights and obligations of Invest UP and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1. General information

Invest UP, the nodal agency of the Government of Uttar Pradesh, is dedicated to promoting investment, enabling an investor-friendly environment, and facilitating the establishment and expansion of industries across the State. Invest UP continues to play a pivotal role in driving investment-led growth, strengthening the State's industrial ecosystem, and positioning Uttar Pradesh as the preferred investment destination both nationally and globally.

As part of its continued efforts to position Uttar Pradesh as a preferred global investment destination, the Government of Uttar Pradesh, through Invest UP, proposes to participate in the Annual Meeting of the World Economic Forum (WEF) 2026. This participation is envisaged as a strategic global outreach initiative to build upon the momentum generated through the UP Global Investors Summit 2023 and subsequent investment facilitation initiatives undertaken by the State.

The participation at WEF 2026 aims to showcase Uttar Pradesh's industrial growth story, policy reforms, and sectoral opportunities to a global audience comprising international investors, industry leaders, policymakers, diplomats, and multilateral institutions. The event provides a prestigious platform for high-level engagements, investment promotion, and strategic networking, with participation expected from global captains of industry and senior government leadership.

The objective of participating in WEF 2026 is to reinforce investor confidence, attract fresh investments, and highlight the State's commitment to ease of doing business, transparent governance, and time-bound implementation of investment proposals. The engagement is expected to include curated branding and outreach activities, investment-focused presentations, bilateral meetings, and multimedia showcases highlighting Uttar Pradesh's transformation, sectoral strengths, and success stories.

To effectively plan, manage, and execute the State's participation at the Annual Meeting of the World Economic Forum 2026, Invest UP intends to appoint a professional agency through this Request for Proposal (RFP).

Accordingly, Invest UP invites Technical and Financial Bids (the "Proposals") from interested Bidders for "Request-for-Proposal for Selection of Agency for Providing Services for participation in Annual Meeting of World Economic Forum 2026".

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:

- Bid upload date/time: 01-01-2026, 1800 hrs (IST)
- Last date of receiving queries: 03-01-2026, 1400 hrs (IST)
- Pre-bid conference: 03-01-2026, 1600 hrs (IST)
- Last Date of Submission of Bid: 07-01-2026, 1000 hrs (IST)
- Opening of Technical Bids: 07-01-2026, 1100 hrs (IST)
- Opening of Financial Bid: To be communicated

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.

The contact details are:

Sh. Vijay Kiran Anand
Invest UP
4th Floor, A-Block, PICUP Bhawan
Vibhuti Khand, Gomti Nagar
Lucknow-226 010 (Uttar Pradesh)
T : 0522-2720236 & 2720238
E : info@investup.org.in
W: <https://invest.up.gov.in/>

2. Data Sheet

1	Name of the Bid	Selection of Agency for Providing Services for participation in Annual Meeting of World Economic Forum 2026
2	Method of selection	Quality Based Selection (QBS)
3	Time-period of contract	180 days
4	Bid Processing Fee	Non-refundable fee of INR 10,000/- + 18% G.S.T (Eleven Thousand and Eight Hundred, through RTGS only).
5	Ernest Money Deposit (EMD)	Refundable amount of INR 2,00,000/- (Two Lakhs Only (through RTGS)).
6	Exemption to MSEs/Startups	Not allowed
7	Financial Bid to be submitted together with Technical Bid	Yes
8	Name of the Department's official for addressing queries and clarifications	Sh. Vijay Kiran Anand CEO Invest UP 6 th Floor, A-Block, PICUP Bhawan Vibhuti Khand, Gomti Nagar Lucknow-226 010 (Uttar Pradesh) T : 0522-2720236 & 2720238 E : info@investup.org.in W: https://invest.up.gov.in/
9	Proposal Validity Period	180 days from Proposal Due Date (PDD)
10	Proposal Language	English
11	Proposal currency	INR
12	Schedule of Bidding Process	
	Task	Key Dates
	Bid upload date/time	< 01-01-2026>, 1800 hrs (IST)
	Last date of receiving queries	< 03-01-2026 >, 1600 hrs (IST)
	Pre-bid conference	< 03-01-2026 >, 1400 hrs (IST)
	Pre-bid conference mode (Hybrid)	Online/ Offline Invest UP is inviting you to a scheduled Zoom meeting.

		<p>Topic: Pre-Bid Meeting for Selection of Agency for providing services for participation in annual meeting of World Economic Forum 2026.</p> <p>Time: January 03, 2026 04:00 PM Mumbai, Kolkata, New Delhi</p> <p>Join Zoom Meeting</p> <p>https://us06web.zoom.us/j/86738455667?pwd=KiyNrM0p23hMKTNivabykrfElrGeaL.1</p> <p>Meeting ID: 867 3845 5667</p> <p>Passcode: IUP@123</p>
	Proposal Due Date (PDD)	< 07-01-2026 >, 1000 hrs (IST)
	Bid Start Date	< 02-02-2026 >, 0900 hrs (IST)
	Bid End Date	< 07-01-2026 >, 1000 hrs (IST)
	Opening of Technical Bids	< 07-01-2026 >, 1100 hrs (IST)
	Opening of Financial Bid	To be communicated
	<p>Note: All the pre bid queries to be submitted at – info@investup.org.in with a subject line as “Pre-Bid Queries for Selection of Agency for Providing Services for participation in Annual Meeting of World Economic Forum 2026”</p>	
13	Consortium	No
14	Sub-contracting	<p>Yes (If required, the bidder may subcontract or outsource domain specific services to a third party, as deem fit by the bidder. In case of sub-contracting, the entire ownership and liability of the project delivery shall be on the applicable bidder.</p> <p>The bidder is allowed to submit the project experience and resource of the subcontractor firm (if applicable) for meeting the pre-qualification and technical evaluation criterion by the tender committee. Relevant documentary document demonstrating sub-contracting (If applicable) shall be submitted by the bidder.</p> <p>The Bidder shall submit a self-declaration confirming that the subcontractor(s) whose credentials, experience, or resources are relied upon for qualification and technical evaluation shall remain the same for the duration of the contract and shall not be changed or replaced without prior written approval of the Authority</p>

	Account details	For Bid Processing Fee & EMD For Bid Processing Fee & EMD Address - Trade Tax Office, Mirabai Marg, Lucknow Account No - 2408021800000010 IFSC Code -PUNB0631200 Bank code - 631200
--	-----------------	--

3. Terms of Reference (ToR)

3.1 Introduction

The Government of Uttar Pradesh, through Invest UP, is the nodal agency for investment promotion, facilitation, and implementation in the State. In line with its mandate to attract global investments and position Uttar Pradesh as a leading investment destination, Invest UP undertakes strategic domestic and international outreach initiatives to engage with global investors, industry leaders, policymakers, and other key stakeholders.

In furtherance of these objectives, Invest UP proposes to participate in the Annual Meeting of the World Economic Forum (WEF) 2026, one of the most prominent global platforms for economic dialogue, investment promotion, and policy exchange. Participation in WEF 2026 is envisaged as a focused investment promotion exercise to showcase the State's policy reforms, sectoral opportunities, infrastructure readiness, and commitment to ease of doing business.

Accordingly, Invest UP invites proposals through this Request for Proposal (RFP) for Selection of an Agency for Providing Services for Participation in the Annual Meeting of the World Economic Forum 2026.

3.2 Background

Uttar Pradesh has made significant strides in industrial development and investment facilitation through policy reforms, improved ease of doing business, and proactive governance initiatives, with Invest UP functioning as the nodal agency for investment promotion and facilitation in the State. To sustain global investor outreach and strengthen international engagement, Invest UP proposes to participate in the **Annual Meeting of the World Economic Forum (WEF) 2026**, which will provide a structured platform for interaction with global investors, industry leaders, and international stakeholders, and for showcasing the State's investment opportunities, sectoral strengths, and industrial ecosystem as part of the Government of Uttar Pradesh's ongoing investment promotion efforts.

3.3 Objective

The primary objective of participating in the Annual Meeting of the World Economic Forum 2026 is to promote Uttar Pradesh as a preferred global investment destination and to attract quality investments across priority sectors of the State.

The key objectives include:

- Showcasing Uttar Pradesh's progressive industrial policies, governance reforms, and ease of doing business initiatives at a global platform.
- Facilitating structured engagement with global investors, industry leaders, and international stakeholders to explore investment opportunities in the State.
- Strengthening investor confidence by highlighting the State Government's commitment to transparent governance and time-bound implementation of investment projects.
- Enhancing the global visibility and brand positioning of Uttar Pradesh through curated branding, communication, and outreach activities during WEF 2026.
- Supporting high-level interactions, bilateral meetings, and investment-focused discussions for the State's leadership and delegation.
- To create a visually and experientially engaging environment that reflects the progress of investment initiatives in the State.

3.4 Scope of Work

The scope of work shall include, but not be limited to, the following:

3.4.1 Preparation of detailed visit schedule

- Prepare a comprehensive itinerary for the official delegation, covering all official sideline meetings, parallel events and networking engagements scheduled during the WEF Annual Meeting 2026.
- Engage and coordinate with the World Economic Forum organisers, organisers of

concurrent events and other relevant international platforms to secure Invest Up access to key relevant sessions at the Congress Centre.

- Ensure timely coordination of appointments and engagement opportunities aligned with Invest Up strategic priorities.

3.4.2 Facilitation of bilateral meetings:

- **Identify, schedule and facilitate minimum 25 confirmed high-level bilateral/one to one meetings/MOUs with CEOs**, senior executives or key decision-makers from leading global tech, global manufacturing and investment organizations.
- Identify and engage with institutions interested in establishing or expanding financial and technological operations in Invest Up particularly in the key focus sectors and emerging sectors of Uttar Pradesh.
- Provide end-to-end support, including preparation of briefing notes, meeting dockets and key talking points in consultation with the Invest Up team.

3.4.3 Organising roundtable sessions

- Plan and execute at least three exclusive roundtable sessions hosted by Invest Up, each engaging 10–15 senior leaders/CEO/CXO representing global financial institutions, investment firms, multinational corporations, and policy experts.
- Conceptualise the themes, agenda and discussion format in alignment with Invest Up strategic objectives.
- Manage participant identification, outreach, invitations, coordination in collaboration with the Invest Up team.

3.4.4 Organising other sessions and services

- Pre-event and during Davos 2026 - Initiation of Discussions with leading companies / potential investors in the run up to DAVOS 2026
- Deployment of dedicated team for effective outcomes
- Arranging 1 speaking slot for Uttar Pradesh at one of the side events.

3.4.5 Local coordination, logistics and media coverage

- Access to side events at WEF 2026 confirmations and on-site
- Access to events organized by Selected Bidder at WEF 2026.
- Provide Badge to access the Congress Center (White/Silver), if available.
- Access to High Security Hotels (Hotel Badge) and/or Affiliate badge
- Ensure seamless support for all official engagements, bilateral meetings and roundtable sessions.

3.4.6 Outreach and communication support

- Develop and design presentations, briefing materials and promotional content aligned with Invest Up communication and branding guidelines.
- Support pre-event and on-site activities to strengthen Invest Up visibility and global positioning at WEF 2026.

3.4.7 Expected outcomes

- Enhanced strategic engagement with global investment and technology leaders to explore collaboration and investment opportunities.
- Strengthened global positioning of Invest Up as India's premier investment destination.
- Promotion of Invest Up as a preferred destination for establishing manufacturing, services and

other strategic operations by leading multinational corporations.

3.4.8 Post event support

Following the conclusion of the Davos event, the selected agency shall continue to support Invest Up Area for a period of two (02) months to ensure sustained outcomes and business conversions. During this period, the agency will:

- Pursue and manage leads generated during the Davos engagement through structured follow-ups with key investors and partners.
- Advance discussions with potential investors and institutions to facilitate tangible business opportunities and partnerships with Invest Up.
- Initiate and track immediate action items emerging from meetings and roundtables, defining clear next steps for priority leads.
- Develop a comprehensive post-event report and promotional content summarizing key outcomes, opportunities and engagements from the event.
- Coordinate with client teams to ensure smooth transition of leads and insights to enable long-term engagement and sustained impact.

3.5 Service Level Benchmarks (SLBs)

The bidder shall adhere to the following service level benchmarks (SLBs) as measured against the accompanying Key Performance Indicators (KPIs) to ensure the successful management and execution of events involving temporary structures:

S. No.	Services/Infrastructure	Service Level Benchmark Description	Key Performance Indicator
1	Submission of Participation Plan	Submission within timelines approved by Invest UP	Written warning and timeline for correction; delay may attract penalty
2	Timely Delivery of Deliverables	100% adherence to approved timelines	Proportionate deduction / withholding of payment
3	Quality of Deliverables	As per approved specifications and branding guidelines	Rework at no additional cost; penalties for repeated failure
4	Responsiveness	Response within 24 hours on working days	Warning followed by penalty for repeated delays
5	Availability of Key Personnel	Availability as per approved deployment plan	Replacement without additional cost
6	On-ground Support at WEF Venue	Adequate manpower during entire event period	Deduction from payment
7	Coordination of Meetings & Engagements	Meetings facilitated as per Invest UP directions	Corrective action / warning
8	Compliance with Protocol & Branding	Zero deviation from approved norms	Immediate correction / penalties
9	Reporting & Documentation	Post-event report within 15 days	Withholding of final payment

S. No.	Services/Infrastructure	Service Level Benchmark Description	Key Performance Indicator
10	Confidentiality & Compliance	No breach of confidentiality or statutory norms	Termination / action as per RFP

General Standards:

The bidder shall ensure adherence to national/international standards or accepted professional practices where specific standards are not stated.

In case any material is found to be of non-serviceable quality, the agency shall replace such item or rework on the plan. If the replacement or rework of such items or services is not done by the agency in the given timeline by the department for such material, no payment will be made against such torn/defective/non-serviceable material.

The shortfall in Performance: In cases where the performance or/and quality of Services is/are found to be unsatisfactory, the Authority and/or its representatives may impose damages for the shortfall in performance as per GCC [Clause-6.1.12](#). This levy of damages shall not absolve the Bidder from rectification or reperformance of the defective Service without further payment.

The Bidder shall be liable to share all necessary information, access to warehouse, books, or material, as may be needed, to monitor Bidder's performance in line with the service level benchmarks.

3.6 Review and Monitoring of the Bidder's Work

Invest UP shall monitor and review the performance of the selected bidder throughout the duration of the contract to ensure timely and satisfactory delivery of services as per the provisions of this RFP and the Agreement executed thereunder.

The bidder shall work under the overall supervision and control of Invest UP or any officer/committee designated by Invest UP for this purpose. All plans, concepts, designs, communication materials, content, and deliverables prepared by the bidder shall be subject to review, comments, and approval by Invest UP before finalization or deployment.

Invest UP may, at its discretion, constitute a Review and Monitoring Committee to periodically assess the progress, quality of work, adherence to timelines, and compliance with the scope of work. The bidder shall be required to participate in review meetings, provide status updates, and submit progress reports in the format and frequency prescribed by Invest UP.

Invest UP reserves the right to issue directions, seek modifications, or require corrective measures at any stage of the assignment. The bidder shall be obligated to implement such directions within the stipulated timelines without any additional financial implication to Invest UP, unless otherwise expressly approved.

Non-performance, delayed delivery, or failure to comply with the directions of Invest UP may attract penalties, withholding of payments, or termination of the contract, in accordance with the terms and conditions of this RFP and the Agreement.

3.7 Payment Schedule, Deliverables, and Timelines

1. The total duration of services to be rendered by the selected Agency shall be as specified in the **Data Sheet**, commencing from the **date of signing of the contract** until the completion and closure of all event-related activities.
2. All payments shall be subject to **verification of quantities, quality, and compliance** of deliverables as per the approved scope of work and Bill of Quantities (BOQ). Verification shall be conducted by the **Review and Monitoring Committee** constituted by Invest UP.
3. **100% payment** shall be released to the agency **upon successful completion of the WEF 2026**, and after submission of all deliverables, and approval of the final completion report by Invest UP.
4. The agency shall raise the invoice addressed to “**Invest Uttar Pradesh**” within **15 (fifteen) days** of successful completion of the services, along with supporting documentation such as work completion certificate, photographic and video evidence, and verification report.
5. All payments shall be made **strictly against the approved BOQ items** and for the **duration of the event** as specified in the work order. The **cost of mobilisation, demobilisation, transportation, manpower, taxes, insurance, consumables, fuel, and logistics** shall be deemed included in the quoted rates and will **not be reimbursed separately**.
6. Each invoice must contain complete **bank account details (Indian bank account only)** to facilitate electronic transfer of payments.
7. Invest UP shall process and release payments **within 30 (thirty) days** of receipt of a valid and complete invoice, subject to verification and approval by the competent authority.
8. In case of any discrepancies in deliverables, quality issues, or pending compliance observations, payment shall be **withheld proportionately** until satisfactory rectification and submission of an **Action Taken Report (ATR)** by the agency.

4. Evaluation Criteria

4.1 Eligibility Criteria

Evaluation Criteria for Technical Proposal: Evaluation of the qualified bidders shall be done by Invest UP based on the following Evaluation Criteria:

S. No.	Criteria	Documentary Evidence
1.	The bidding entity should be a registered entity with minimum 7 years of existence on the day of the submission of e-bid. (Only the entities registered in India, under Companies Act, 1956/2013 and partnership firms are eligible to participate in the RFP process)	<ul style="list-style-type: none"> ➤ Incorporation certificate under Companies Act 1956/2013, and other applicable Acts ➤ PAN card and GST registration ➤ Other relevant documents supporting their incorporation status
2.	The bidding entity must have Minimum average annual turnover of INR 05 crore or more for financial year from 2022-2025 (i.e. 2022-23 2023-24 and 2024-25). (Turnover of sister concerns/ affiliates will not be considered)	<ul style="list-style-type: none"> ➤ CA certificate (original) with UDIN Number as per Form 4
3.	The bidding entity must have positive net worth for last three financial year from 2022-2025 (i.e. 2022-23, 2023-24 and 2024-25). (Net worth of sister concerns/ affiliates will not be considered)	<ul style="list-style-type: none"> ➤ CA certificate (original) with UDIN number as per Form 4
4.	The bidding entity must have experience of handling similar type of Assignment at Davos.	<ul style="list-style-type: none"> ➤ LoA/ Agreement/ Contract/ Work order/ Completion certificate, duly certified by the authorized signatory of the bidding company (In Form 5 format only)
5.	The bidder should have on ground setup i.e. physical setup at DAVOS for WEF 2026.	Allocation Letter

6.	The bidding entity must not be blacklisted, terminated, debarred by any State or Central Government or their agencies and should not have been found guilty of any criminal offence by any court of law, in the last seven (7) years.	➤ Affidavit (Form 9 format only) by the authorized signatory
----	---	--

4.2 Technical Evaluation Criteria

The "Proposal Evaluation Committee (PEC)" constituted by Invest UP will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

S. No.	Criteria	Documentary Evidence	Marks
1.	Experience in facilitating Govt /Pvt. Delegation visit to WEF Davos Services related to organizing roadshows in Davos (WEF) for Govt. of India or State Governments or its Agencies /Organizations, Industrial Parks or SEZ Asset owner / operators / Corporates / Pvt. entities. <u>Marking:</u> 1 project: 10 marks (up to a maximum of 40 marks for 4 projects)	➤ LoA/ Agreement/ Contract/ Work order/ Completion certificate, duly certified by the authorized signatory of the bidding company Fill out the details as per Form 5	40
2.	Experience in Investment facilitation from Davos roadshows Amount of investment facilitated (MoUs signed / EOIs received/Announcements) from roadshows to WEF Davos (Bidder to submit relevant document) <u>Marking:</u> 1 project: 5 marks (up to a maximum of 20 marks for 4 projects)	➤ Investment proposal /MoU/ EOIs received / Announcements/ Acknowledgement from client/ Other relevant documents Fill the details as per Form 5	20
3.	Facilitated Government officials /delegation with event badges	➤ Relevant Proof	5
4.	Technical Presentation Part A (15 Marks) Quality Approach and Methodology Part B (20 Marks)	Part A Quality of the approach and methodology shall be submitted as part of the technical bid and shall be covered in technical presentation\	35

	<p>Expertise and Professional Competence of the core team for the service</p> <p>Project Team</p> <p>Key Personnel</p> <ol style="list-style-type: none"> 1. Project Director 2. Public Sector expert 3. Investment Facilitation expert 4. Project Lead <p>Key Personnel commitment shall be a mix of on-site/on-line. Key Personnel to be available for relevant key meetings.</p>	<p>Part B</p> <p>Assessment will focus on the professional credentials (profiles) including experience of international engagements of the proposed team and the quality of interaction demonstrated during the technical presentation.</p>	
--	---	---	--

This RFP shall be evaluated under the **Quality Based Selection (QBS)** method. The Technical Proposals submitted by the bidders shall be evaluated first, in accordance with the technical evaluation criteria and marking scheme specified in this RFP.

Only those bidders who **secure a minimum of 80 (Eighty) marks out of 100 (One Hundred) marks** in the Technical Evaluation shall be considered as technically qualified. The **Financial Proposals of only such technically qualified bidders** shall be opened and evaluated.

Among the technically qualified bidders, the bidder **quoting the lowest financial bid (L1)** shall be considered for selection, subject to fulfilment of all other terms and conditions of the RFP.

4.3 Financial Evaluation

The Financial Evaluation shall be carried out only for those bidders who have met all the Eligibility Criteria specified in this RFP and have qualified in the Technical Evaluation, as per the prescribed qualifying marks i.e. 80 (Eighty) out of 100 (Hundred).

The Financial Proposals of only such eligible and technically qualified bidders shall be opened for evaluation. The bidders shall quote rates in the Bill of Quantities (BoQ) format prescribed in this RFP. The rates quoted by each bidder shall be tabulated item-wise for the purpose of evaluation.

For each item in the BoQ, the lowest quoted rate (L1) shall be identified. The overall financial evaluation shall be carried out based on the total quoted cost as derived from the BoQ, in accordance with the evaluation methodology specified in this RFP.

The bidder quoting the lowest evaluated financial bid (L1) among the technically qualified bidders shall be considered for selection, subject to fulfilment of all terms and conditions of this RFP and approval of the Competent Authority.

Invest UP reserves the right to verify the financial bids, seek clarifications, reject abnormally low or high bids, and take any other action as deemed appropriate in accordance with the applicable procurement rules of the Government of Uttar Pradesh.

4.4 Award of Work

After selection, a Letter of Award (the "LOA") shall be issued by the Invest UP and the Selected Bidder shall, within 2 (two) working days of the receipt of the LOA accept the same. In the event of non-receipt of acceptance of the LOA by the Selected Bidder by the stipulated date, the Invest UP may, unless it consents to extension of time for submission thereof, forfeit the EMD submitted selection of agency in Invest UP of such Applicant, and the next eligible Bidder may be considered. The Letter of award will constitute the formation of the Agreement.

Note: The department may seek the detailed cost of items(s) mentioned in the BoQ, submitted in the financial proposal sheet from the selected bidder. The agency will have no right to refuse the same, failing which may result into the omission of the item(s) from the work order.

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. In case more than 1 proposal is received from the same Bidder, both the proposals will be summarily rejected.
- 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 Department.
- 5.1.1.3 A Bidder applying individually shall not be entitled to submit another Proposal.

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. Department 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 department and ascertaining for themselves the availability of documents and other data with the department, 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, Department 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 Department 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 A 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 Department and the Project site, sending written queries to the Department, and attending a Pre-Proposal Conference.
- 5.1.4.2 Bidders requiring any clarification on the RFP may send their queries to the Department by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification and, in the format, given below:

“Queries/Request for Additional Information concerning selection of Agency for providing services for participation in Annual Meeting of World Economic Forum 2026”.

<NAME AND ADDRESS>

BIDDERS REQUEST FOR CLARIFICATION			
Name Of Organization Submitting request	Name & Position submitting request	Address of the Organization: Phone no: Email:	
Sr No	Bidding Document Reference(s) (Section Page No)	Content of RFP Requiring clarification	Points of Clarification required

5.1.4.3 The Department shall endeavour to respond to the queries within the period specified therein but no later than [7] [(seven) days] prior to the PDD. The Department will post the reply to all such queries on the Official Website.

5.1.4.4 The Department 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 Department 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 Department, 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 Department 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, Department 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 Department and made a complete and careful examination of the various aspects of the Scope of Work. Department shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

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 shall 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 Department may solicit the Bidder's consent for extension of the period of validity, if required. Department 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, Department 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 shall provide all the information as per the RFP and in the specified formats. Department 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 Department. Submission can be done till the Proposal Due Date specified in the RFP. Bidders shall start the process well in advance so that they can submit their Proposal in time. The Bidder shall 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:

- a. 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.

- b. In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Bidder shall first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
- c. For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she shall 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 department 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 shall download the RFP document including financial format and study them carefully. The Bidder shall 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 shall 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 shall 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 shall 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 shall 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. Department reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

5.2.5 Deadline for submission

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 Department 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 Department 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 shall 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 shall 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. 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 shall 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 shall 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. 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. 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 Department, on any matter related to their Proposal it shall do so in writing. Any effort by the Bidders to influence any officer or bearer of the Department in the Proposal evaluation or contract award decisions may result in the rejection of the Bidder's Proposal.

5.2.9 Proposal opening

- 5.2.9.1** After the technical evaluation, the Department 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 Department 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 Department. Bidders shall be deemed to have understood and agreed that the Department 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 Department, 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** Department 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 Department 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 Department, 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 shall ensure that the RTGS of Fee mentioned in the Data sheet must be submitted in the prescribed account of Department 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 Department 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 Department 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 the 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, Department 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.
- 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 Department reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Department in respect of such Proposal.

5.2.13 Clarifications sought by Department

5.2.13.1 To assist in the process of evaluation of Proposals, Department 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 4.2](#) of this RFP.

5.2.14.2 The Proposal containing the Technical Details in [Clause 4.2](#) of the Bidder/s who do not meet the Technical Criteria shall not be considered for further process.

5.2.15 Conflict of Interest

The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Bidder and its affiliates shall not engage in activities that conflict with the interest of the Udyog Bandhu under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. It should be the requirement of the contract that the Bidder should provide professional, objective and impartial advice and at all times hold Udyog Bandhu's interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to Udyog Bandhu, or that may place them in a position of being unable to carry out the assignment in the best interest of Udyog Bandhu. Without limitation on the generality of the foregoing, Bidder shall not be hired, under the circumstances set forth below:

- I. Conflict between assigned works and services: A Bidder that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing services related to those goods, works or services. Conversely, a Bidder concerned hired to provide services for the said event and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- II. Conflict among assignments: Neither Bidder (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Providers.
- III. Relationship with Employer's staff: Bidder (including their personnel and sub-vendors) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of Agency's work.

5.2.16 Performance Guarantee

- I. The successful Bidder shall at his own expense will deposit with Invest UP, within 5 (five) days after the receipt of notification of award of the Contract (Letter of Intent) from Invest UP, an unconditional and irrevocable Performance Bank Guarantee (PBG) amounting to 5% of Agreement value from a Scheduled Bank acceptable to Invest UP, payable on demand, for the due performance and fulfilment of the Agreement by the Bidder.
- II. This Performance Guarantee shall be for an amount equivalent to 5% of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for six months post completion of the project satisfactorily.

- III. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 60 days, the Performance Bank Guarantee may be discharged/returned by Invest UP upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

5.2.17 Consortium& Subcontracting

5.2.17.1 Consortium

No Joint Venture/Consortium shall be allowed.

5.2.17.2 Subcontracting

Subcontracting is applicable as per details mentioned in Data sheet (Clause-2), subject to the condition, the bidder shall notify the client regarding the subcontracting of its work and submit to the Department a copy of the agreement(s) with the sub-contractor(s) and work order(s) issued to such sub-contractor(s), whereby any work under this RFP has been sub-contracted. However, such intimation to the Department shall not release the bidder from any of its obligations under this RFP.

6. General Conditions of Contract (GCC)

6.1 General conditions

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 'Empanelled Bidder' or 'Contractor' or 'Supplier' or 'Service Provider' or 'Consultant' or 'Firm' or 'Bidder' or 'Manufacturer' or 'Successful Bidder' or 'Agency' in specific contexts) means any private or public entity that will provide the Services to the Department ("the Client") under the Contract;
- d) "Department" means the Invest UP with which the Bidder signs the Contract for the services.
- e) "Bid Processing Fee" shall mean the fee as specified in the RFP Data Sheet;
- f) "Bills" or "Invoices" shall mean all such running bills, as also the final bills submitted by the Bidder regarding the works in consonance with Clause 3.1 of the Terms of Reference. All bills raised by the Bidder must in compliance with GST as also other extant statutory framework holding the field.
- g) "Bill of Quantities" (including the term 'Price Schedule' or 'BOQ') means the priced and completed Bill of Quantities forming part of the Contract;
- h) "Client" (including the term 'Department') means the Invest UP;
- i) "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any;
- j) "Confidentiality" shall have the meaning set forth in GCC Clause [6.2.10](#);
- k) "Dispute" shall have the meaning set forth in GCC Clause [6.2.15](#);
- l) "EMD" means Earnest Money Deposit submitted by the Bidder;
- m) "Government" means the Government of the Client's Country/State;
- n) "Key Dates" shall mean the dates mentioned in [Clause-1](#) and the Data sheet in [Clause-2](#);
- o) "LOE" means Letter of Empanelment issued to the empanelled Bidders by the Client against an empanelment RFP;
- p) "LOA" means Letter of Award issued to the empanelled Bidder by the Client issuing directions to commence Services;
- q) "Liquidated Damages" shall have the meaning set forth in GCC Clause [6.1.12](#);
- r) "Event Period" refers to the period of event execution;
- s) "Party" means the "Client or the Bidder" as the case may be, and "Parties" means both of them;
- t) "Penalty" shall have the meaning set forth in GCC Clause [6.1.13](#);
- u) "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;

- v) "Personnel" means professionals and support staff provided by the Bidder assigned to perform the Services or any part thereof;
- w) "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;
- x) "Scheduled Bank" means Banks specified in the RBI Act, 1932;
- y) "Services" means the work to be delivered/performed by the Bidder pursuant to the Contract, Terms of Reference and Service Level Benchmarks (SLBs) specified in the RFP;
- z) "Work Order" means the written document issued by the Client subsequent to commencement of the Contract requesting delivery of specified Services/materials from the Bidder as per the Contract terms and conditions.
- aa) "Purchaser" or "Client" means the Purchaser with which the selected Bidder signs the Contract for the service. In this Project, the purchaser is 'Invest UP' which means Invest UP, 4th Floor, Block A, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow 226021.
- bb) "e-Bid" means the technical proposal and the financial proposal.
- cc) "Instructions to Bidders" means the document which provides interested Bidders with all information needed to prepare their bids. This document also details out the process for the selection of the agency for the work mentioned in this RFP document.
- dd) "Terms of reference (ToR) and "Scope of work" (SoW) means Scope of work mentioned in Section III: Terms of Reference of the RFP which explains the objectives, scope of work, activities, tasks to be performed, and expected results and deliverables of the mandate, respective responsibilities of the Purchaser and the Bidder.
- ee) "The Contract" means the agreement entered into between Invest UP and the agency, as recorded in the Contract Form signed by the parties, including all the attachments and appendices there to and all documents incorporated by reference therein.
- ff) "The Contract rates" mean the charges for the tasks payable to the agency under the Contract for the full and proper performance of its contractual obligations.
- gg) "Mandate/Task/Deliverables" means all obligations of the agency covered under the Contract.
- hh) "Day" means a calendar day.

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: info@investup.org.in for the Client and the email address which shall be provided by 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 or such other means as may be feasible, within such time as may be directed therein and the Bidder shall, upon receipt of such notice/intimation, comply with the same within this time stipulated therein.

Repeated and **willful** 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 penalty as per [Clause-6.1.13](#) for every such failure, as also to forfeit the Bank Guarantee so as to materialize the covenant enumerated in [Clause 6.2.8](#)

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

The Implementation Agency (IA) and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process as well as during currency of the agreement. Notwithstanding anything to the contrary contained in this E-Bid, the Department shall reject a Bid without being liable in any manner whatsoever to the Implementation Agency (IA), if it determines that the Implementation Agency (IA) has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process as well as during currency of the agreement. In such an event, the Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Processing Fee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Department for, inter-alia, time,

cost and effort of the Department, in regard to the E-BID, including consideration and evaluation of such Implementation Agency (IA)'s Proposal.

6.1.7.1 For the purpose of this Contract, the terms set forth below shall have the following meaning:

- 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 or duplicacy/inflation in billing/billed items.
- b) "Fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of a contract.
- 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 it 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 to 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 every event to mitigate the Bidder's risks against but not limited to the following:

- a) loss of or damage to any works and materials, including damages due to natural or 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 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 in the Event Period.

6.1.11 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 prior to the Event Period and no such extension shall be granted during or beyond the Event Period, provided that the department may under exceptional circumstances extend any reasonable period during the Event Period, however, no extension shall be granted in any circumstances after the last date of the announcement of event. 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.

6.1.12 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 Benchmarks (SLBs), 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 hence, Liquidated Damages, as mutually agreed 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
Failure to adhere to the SLBs as measured against the KPIs.	Liquidated Damages of 1% of the value of the Work Order for each such failure.
Failure to maintain the installed structures including anchoring, platforming and repairs/replacement as and when required	Liquidated Damages of 1% of the value of the Work Order.
Delay in installation of structures as per the given timeline in the Work Order/LOA	Liquidated Damages of 1% per day of the value of the Work Order.
Failure to address the notice given by Invest UP	Liquidated Damages of 1% per day of the value of the Work Order.

The Liquidated Damages shall be imposed and may *inter alia* be 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 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 independently 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, *inter alia* by appropriation from the Performance Security or from final bills or by any other mode in accordance with the laws.'

6.1.13 Penalty

Without prejudice to the Liquidated Damage or 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 given by Invest UP	<ul style="list-style-type: none"> For First instance, to be kept on watchlist. For second instance, the concerned key personnel and team leader to be removed from the project. For third instance, Contract shall be terminated.
Failure to maintain the installed structures including repairs/replacement as and when required	The concerned key personnel and team leader to be removed from the project
Any incidence of misbehaviour by the staff of the Bidder	INR 5000 per incidence
If any of the Bidder's personnel, on duty or otherwise is found under the influence of any drug or intoxicants	INR 5000 per incidence
If any of the Bidder's personnel, on duty or otherwise is found attempting to claim false attendance	INR 10000 per incidence
Any other breach of contract	Suitable Penalty as determined by the Department, including declaring the bidder ineligible to be awarded a contract for a stated period of time.

Note: the penalty shall be independent of any other deductions under this agreement.

6.1.14 Qualitative Deductions

In case the Bidder does not match the quality standards or fails to meet the SLBs in its work, the Client may make deductions for each such shortfall in the quality, not exceeding 20% of the Agreement Value in aggregate.

The decision of the Client made on the basis of TPIA report or Committee, with respect to the quality of work done, services provided, or materials supplied, etc. shall be final and binding on the Bidder.

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.

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 Event dates and any extension granted prior to the event scheduled dates shall not extend into the event Period, provided that the Invest UP may under exceptional circumstances extend any reasonable period during the Event announcement dates, however, no extension shall be granted in any circumstances after the last date of the event announcement by Invest UP.

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, subject to the condition that no such payments shall be made in case the Bidder is unable to perform the services during the Event period.

6.2.7 Termination

Either Party may terminate the Contract with immediate effect by serving prior written notice to the other party.

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 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 (f).

- a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, after being notified within such time as may be stipulated or within any further period as the Client may have subsequently approved 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 for a period of not less than fifteen (15) days.
- e) If the Bidder sublets any part of contract without approval of the Client.
- f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- g) 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 [6.2.16](#) 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 [6.2.12](#) 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.

6.2.8 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 Event 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 contractor.

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.

6.2.9 Obligations of the Bidder

6.2.9.1 *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 Benchmarks (SLBs). 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 [6.1.12](#) and [6.1.13](#). Imposition of these Liquidated Damages and/or Penalty shall not absolve the Bidder from rectification or reperformance of the defective Service without further payment.

6.2.9.2 *Responsibility of the Bidder*

The Bidder shall 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.

The workmanship shall be of high order and quality so as to prevent accidents and damaging of the environment and surroundings.

No damage in any case shall be caused to an existing structure. The Bidder shall be held responsible in occurrence of any such incident and will be responsible for the cost of required rectifications.

Site shall be returned to the Client as it was in the original or improved condition and completely free of any garbage and/or temporary structures.

In the conduct of cleaning activities and operation of equipment, the Bidder shall utilize such practicable methods and devices as are reasonably available to control and minimize air/noise pollution.

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.

6.2.10 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.

6.2.11 IPR Rights & Confidentiality

6.2.11.1 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.

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

6.2.12 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.

6.2.13 Obligations of the Client

6.2.13.1 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.

6.2.13.2 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.

6.2.14 Payments to the Bidder

6.2.14.1 Professional fee and Payments

The total payment due to the Bidder shall be governed by the Rate List prepared in accordance with [Clause 4.2.2](#) and conditions mentioned in [Clause 3.6](#) of the RFP.

6.2.14.2 Terms and Conditions of Payment

Payments will be made to the account of the Bidder of each event according to the payment schedule stated in [Clause 3.6](#) 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.

6.2.15 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.

6.2.15.1 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 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.

6.2.15.2 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.

6.2.16 Settlement of Disputes

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

6.2.16.2 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 one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) 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 Event Period, notwithstanding any disputes, pending any attempts at amicable settlement.

6.2.16.3 Arbitration

In case of failure in amicable settlement, 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 (Indian) 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 Event Period notwithstanding any disputes, pending the award in any arbitration proceedings hereunder.

6.2.16.4 Jurisdiction

In the event that Parties fail to settle the dispute amicably, the same shall be settled by binding Arbitration conducted by a sole arbitrator appointed jointly by both Parties and governed by the Arbitration and Conciliation Act, 1996.

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 Jurisdiction of Courts at Lucknow, Uttar Pradesh.

Courts located in Lucknow shall have exclusive jurisdiction to settle dispute arising under this agreement.

7. Annexure A: 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 **Selection of Agency for Providing Services for participation in Annual Meeting of World Economic Forum 2026** 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.

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

Date:

To,

The Nodal Officer

Invest UP

Reference: Request of Proposal for Selection of Agency for Providing Services for participation in Annual Meeting of World Economic Forum 2026

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.
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 of Rs. 2,00,000/- (Rupees Two Lakhs only) 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)

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		

7.4 Form 4: Financial capacity of the Bidder

Financial Capacity of the Bidder

(Chartered Accountant certificate, Average Annual Turnover for last 3 financial year from 2022-2025 (i.e.,
2022-23, 2023
-24 and 2024-25) and net worth for all three years from 2022-2025 from consulting ony)

UDIN Number:

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 with UDIN number mentioned. 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).
3. UDIN Number

7.5 Form 5: Eligible assignments of the Bidder

Project Data Sheet

(To be used for providing additional information for past projects)

Name of the Firm: _____

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

This is to certify that the above information has been examined by us on the basis of Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company/Chartered Accountant to be enclosed in support of conducted summits and found correct.

(Signature, Address, Seal & Membership No. of Chartered Accountant) OR (Signature of the Authorized Signatory)

Note: Documents viz. Letter of Award/Agreement, duly certified by the authorized signatory of the bidding company/Chartered Accountant to be enclosed in support of projects. In addition, samples of creatives, video links etc. also needs to be furnished as sought in individual eligibility criteria.

7.6 Form 6: Experience on Investment facilitation

#	Name of Project*	Name of Client	Name of Investor	Link
1				
2				
3				

Relevant documents to be attached or link to be mentioned for the confirmation of such assignments

7.7 Form 7: Facilitation to government Delegation

#	Name of Project*	Name of Client	Details of the Support to Delegation	No. of Team Members in the Delegation
1				
2				
3				

Relevant documents to be attached along with link/photographs for the confirmation of such assignments

7.8 Form 8: Approach and Methodology – Technical Presentation

Guidelines for Technical Presentation

Part A (15 Marks)

Quality of the approach and methodology shall be submitted as part of the technical bid and shall be covered in technical presentation

Part B (20 Marks)

Assessment will focus on the professional credentials (profiles) including experience of international engagements of the proposed team and the quality of interaction demonstrated during the technical presentation.

Expertise and Professional Competence of the core team for the service

Project Team

Key Personnel

1. Project Director
2. Public Sector expert
3. Investment Facilitation expert
4. Project Lead

Key Personnel commitment shall be a mix of on-site/on-line. Key Personnel to be available for relevant key meetings.

7.9 Form 9: Non-Debarment Affidavit (On stamp paper of INR 100/-)

Date:

To,

Nodal Officer

Invest UP

Reference: Selection of Agency for Providing Services for participation in Annual Meeting of World Economic
Forum 2026

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

7.10 Form 10: Self Declaration for Sun-Contracting

Self-Declaration for Sub-Contracting

(To be submitted on the Bidder's Letterhead)

I/We, _____, having our registered office at _____, hereby declare and affirm that:

1. With reference to your RFP for _____ dated _____, issued by _____, we have proposed the engagement of the following subcontractor(s), whose credentials, project experience, and/or resources have been relied upon for meeting the Pre-Qualification and/or Technical Evaluation criteria:
 - **Name of Subcontractor(s):** _____
 - **Scope of Services Proposed to be Subcontracted:** _____
2. We hereby confirm that the above-mentioned subcontractor(s) **shall remain the same for the entire duration of the contract** and that **no change, replacement, or substitution of such subcontractor(s)** shall be made without obtaining **prior written approval of the Authority**.
3. We further declare that, notwithstanding any subcontracting arrangement, **the entire ownership, responsibility, accountability, and liability for successful project delivery shall rest solely with us as the Bidder**, in accordance with the terms and conditions of the RFP and the resultant contract.
4. We undertake to submit all relevant agreements, documents, or clarifications related to the subcontracting arrangement, as and when required by the Department.
5. We understand that any misrepresentation, concealment, or violation of this declaration may lead to **rejection of our bid, termination of the contract, forfeiture of performance security, and/or any other action** as deemed appropriate by the Authority under applicable rules.

We hereby declare that the above statements are **true and correct** to the best of our knowledge and belief.

For and on behalf of the Bidder

Authorized Signatory: _____

Name: _____

Designation: _____

Company Name: _____

Seal & Signature:

7.11 Form 11: Financial Proposal

[Date]

To: [Name and address of Client]

Subject: Financial Undertaking

**Reference: Request for Proposal Selection of Agency for Providing Services for participation in
Annual Meeting of World Economic Forum 2026**

Dear Sir,

We have read and examined the RFP document complete with the Terms of reference, Instructions to Bidders and General Conditions of Contract.

We hereby submit our quotes for the Department of the services specified in the RFP.

The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document.

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

Signature and Name of the Authorised Person

NAME OF THE BIDDER AND SEAL

BOQ for Event Management Agencies

Rates to be quoted by the bidder in a separate excel sheet attached with the tender documents.

<div> <input type="button" value="Validate"/> <input type="button" value="Print"/> <input type="button" value="Help"/> BoQ </div>							
Tender Inviting Authority: Invest UP							
Name of Work: Consultancy Services for providing services for participation in Annual meeting of World Economic Forum 2026 including duration of post event up to 2 months to Invest UP							
Tender No: IUP/3544/WEF/2025-26/HB							
Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE							
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Rates (Incl of all taxes) In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT (Incl of all taxes) in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8
0	Providing services for participation in Annual meeting of World Economic Forum 2026						
1	Consultancy Services for providing services for participation in Annual meeting of World Economic Forum 2026 including duration of post event up to 2 months to Invest UP	item1	1	Nos		-	INR Zero Only
Total in Figures						-	INR Zero Only

Terms & Conditions:

- Agency shall quote the rates for each line item for the entire event duration.
- **The bidder shall quote the rates including all Taxes.**
- The Department may seek the breakup of the cost of line item which are on job, lump sum basis. The agency shall provide the detailed cost breakup of the item of that particular work.
- Post Event Report- (In soft copy and hard bounded copy) Consisting of all events related detail photographs and data of visitors and participants etc. Complete for entire event period.
- All the taxes liability shall be borne by contractor/firm as per applicable rule.
- The bidder shall quote the rates including all Taxes.

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.

-----END of RFP-----