



Tender Document  
Request for Proposal (RFP)  
for  
**Selection of Institute/ Agency for conducting  
training workshops for Invest UP Lucknow**

E-Tender Portal: <https://etender.up.nic.in>

**Invest UP**

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## NOTICE INVITING TENDER

Request for Proposal for Selection of institute/ Agency for conducting training workshops for  
Invest UP

To be held in Lucknow, dates to be notified later.

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:

CEO

Invest UP,

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

GOMTI NAGAR,

LUCKNOW-226010 (U.P.)

## Disclaimer

1. The information contained in this Request for Proposal (“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.
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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.

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## 1. General information

Invest UP, the nodal agency of the Government of Uttar Pradesh, takes pride in facilitating investment promotion and enabling a conducive ecosystem for investors across the State. To strengthen its outreach and ensure seamless handholding of investors, Invest UP is committed to enhancing the capacity and skills of Udyami Mitra, who play a pivotal role as facilitators for prospective and existing investors.

Recognizing the critical role of Udyami Mitra in improving investor experience and promoting Uttar Pradesh as a premier investment destination, Invest UP is undertaking initiatives to design and deliver specialized skill-training programs. These programs will be aimed at equipping Udyami Mitra with the necessary knowledge, communication abilities, and technical competencies required to effectively support investors and address their queries in a professional and timely manner.

To achieve this objective, Invest UP seeks collaboration with reputed training institutes/ agencies to serve as Skill-Training Partners for imparting structured training to Udyami Mitra. The training modules will be tailored to build domain knowledge, service orientation, digital proficiency, and problem-solving skills, thereby ensuring improved efficiency and higher satisfaction levels for investors engaging with Invest UP.

Accordingly, Invest UP invites Technical and Financial Bids (the "Proposals") from interested Bidders for Selection of Institutes/ Agencies for conducting training workshops for Udyami Mitra. The selected Bidder shall be responsible for preparing customized training modules and conducting workshops across identified areas of capacity building. The selection will be made through a transparent and competitive bidding process as outlined in this RFP.

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:

- Start Date of Submission of proposals: 25-02-2026, 1100 hrs (IST)
- Last date of submission of proposals: 11-03-2026, 1600 hrs (IST)
- Last date to receive pre-bid queries: 27-02-2026, 1600 hrs (IST)
- Date of pre-bid conference: 28-02-2026, 1400 hrs (IST)
- Date of opening of technical bid: 11-03-2026, 1700 hrs (IST)
- Date of opening of financial bid: **To be communicated later**

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

The contact details are:

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Vibhuti Khand, Gomti Nagar  
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W: <https://invest.up.gov.in/>

**2. Data Sheet**

1	Name of the Bid	Request for Proposal for Selection of Institute/ Agency for conducting training workshops for Udyami Mitra for Invest Up, Lucknow
2	Method of selection	QCBS
3	Bid Processing Fee	Non-Refundable/Nonadjustable fee of INR 5,000/- + 18%GST (INR 5,900) deposited through RTGS. <b>Please Note: No exemption to MSMEs/Start-ups under this bidder</b>
4	Ernest Money Deposit (EMD)	Refundable amount of INR 1,00,000/- (One Lakh Only (through RTGS)).
5	Performance Guarantee	1% of the work order value or as decided by the department
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 6th 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
10	Proposal Language	English
11	Proposal currency	INR
12	<b>Schedule of Bidding Process</b>	
	<b>Task</b>	<b>Key Dates</b>
	Bid upload date/time	25-02-2026, 1100 hrs (IST)
	Last date of receiving queries	27-02-2026, 1600 hrs (IST)
	Pre-bid conference	<b>28-02-2026, 1400 hrs (IST)</b> <b>Topic: Pre-Bid Meeting for Training Agency.</b> Time: Feb 28, 2026 02:00 PM India Join Zoom Meeting <a href="https://us06web.zoom.us/j/82302890040?pwd=VGXMnTi1oomsOaSQI0hU8fx94SequD.1">https://us06web.zoom.us/j/82302890040?pwd=VGXMnTi1oomsOaSQI0hU8fx94SequD.1</a> Meeting ID: 823 0289 0040 Passcode: AA@1234
	Proposal Due Date (PDD)	11-03-2026, 1600 hrs (IST)
	Bid Start Date	25-02-2026, 1100 hrs (IST)
	Bid End Date	11-03-2026, 1600 hrs (IST)
	Opening of Technical Bids	11-03-2026, 1700 hrs (IST)

	Opening of Financial Bid	To be communicated
13	Consortium to be allowed	No
14	Contact numbers	+91-522-3129570 & +91 522 6923000
15	Account details	<b>For Bid Processing Fee &amp; EMD</b> <b>Address - Trade Tax Office, Mirabai Marg, Lucknow</b> <b>Name: Invest UP</b> <b>Account No - 2408021800000010</b> <b>IFSC Code -PUNB0631200</b> <b>Bank code - 631200</b>

### 3. Terms of reference

#### 3.1 Background

Invest UP, the Investment Promotion and Facilitation Agency of Uttar Pradesh, is mandated to foster a conducive business environment and strengthen the state's investment ecosystem. Udyami Mitras plays a critical role as field-level facilitators, supporting entrepreneurs, investors, and enterprises in navigating government schemes, policies, approvals, and other facilitation services.

Given their frontline role in investor servicing and handholding entrepreneurs, it is imperative that Udyami Mitras are equipped with updated knowledge, skills, and professional competencies. This necessitates a structured training program aimed at enhancing their technical, communication, and problem-solving capabilities to ensure consistent, high-quality support to stakeholders.

Invest UP, the Investment Promotion and Facilitation department of the Government of Uttar Pradesh, serves as the single-window interface for investors, entrepreneurs, and businesses seeking to establish or expand operations in the state. As Uttar Pradesh continues to emerge as a leading destination for investment, the role of frontline facilitators — Udyami Mitras — has become increasingly critical.

Udyami Mitras acts as the primary interface between entrepreneurs/investors and government departments, assisting in navigating policies, schemes, clearances, and resolving operational challenges. To ensure they are equipped to deliver high-quality facilitation, there is a pressing need to strengthen their knowledge, skills, and professional competencies through structured training interventions.

Accordingly, Invest UP proposes to engage a qualified Training Agency to design, develop, and deliver a comprehensive training program for Udyami Mitras. This Request for Proposal (RFP) invites bids from experienced and capable agencies with proven expertise in training and capacity building, to support Invest UP in enhancing the effectiveness and service delivery of Udyami Mitras.

#### 3.2 Objectives

- To equip Udyami Mitra with the necessary skills and knowledge to effectively support and facilitate investors throughout their engagement with Invest UP.
- To enhance the capacity of Udyami Mitra in investor handholding, customer service, digital platform usage, grievance redressal, communication, and problem-solving.
- To develop a sustainable training framework that can be institutionalized and utilized for continuous capacity building of Udyami Mitra in the future.

#### 3.3 Scope of work

The selected bidder shall be responsible for end-to-end design, delivery, and evaluation of the Udyami Mitra Capacity Building and Skill Training Programme under the supervision of

Invest UP. The selected Bidder shall be responsible for the following tasks. While the scope is detailed below, is not limited to these tasks. The Bidder must undertake any additional work necessary to ensure the successful completion of the project.

### **Training Need Analysis**

- Engage with key stakeholders, including Invest UP officials, departmental representatives, and senior mentors of Udyami Mitra, to identify specific training and capacity-building requirements aligned with their roles in investor facilitation.
- Conduct a comprehensive skill gap analysis to evaluate the current competencies of Udyami Mitra in areas such as communication, investor engagement, digital literacy, problem-solving, and service orientation.
- Undertake psychometric assessments to evaluate participants' behavioural attributes, aptitude, and soft skills that influence their interaction with investors and stakeholders.
- Prepare and submit a detailed Training Need Analysis (TNA) Report consolidating findings from stakeholder consultations, psychometric assessments, and skill gap evaluations. The report shall include:
  - **Identified training needs and target competencies.**
  - **Recommended training objectives and learning outcomes.**
  - **Suggested delivery methods, training duration, and module design approach.**
- The final TNA Report shall serve as the foundation for developing customized training modules and the overall implementation plan for the Udyami Mitra Training Programme.

### **Training Design and Modular Development**

- Based on the findings of the Training Need Analysis (TNA), the bidder shall design and develop customized training modules covering both domain-specific and soft-skill components required for Udyami Mitra.
- The training shall comprise common core modules (applicable to all participants) and modified/advanced modules designed for specific batches based on pre-assessment results.
- The Udyami Mitra shall be divided into Four (4) batches by the selected bidder on the basis of their pre-evaluation results, ensuring that each batch receives content aligned with their current skill level and learning needs.

### **Assessment and Reporting**

- A Pre-Assessment shall be conducted for all participants prior to the commencement of training to evaluate their existing knowledge, aptitude, and skill proficiency.
- The Pre-Assessment Report shall be shared with Invest UP before the start of training, summarizing baseline competency levels and batch allocation details.
- Upon completion of Phase 1 (In-Person Training), a Post-Assessment Report shall be submitted to Invest UP highlighting the measurable improvements in participants' competencies, supported by quantitative metrics and qualitative feedback.
- At the conclusion of the overall programme (post completion of Phase 2 – Virtual Training), a Final Post-Training Assessment Report shall be prepared and shared, clearly depicting the comparative skill enhancement and behavioural changes observed across the training lifecycle.
- Quantitative and Qualitative Feedback of the Trainees shall also be included with the assessment report.

### **Training Delivery**

- Conduct in-person and virtual training sessions as per the approved schedule and module plan.
- Employ interactive and experiential learning techniques such as role plays, simulations, case studies, and group discussions to ensure engagement and practical understanding.
- Maintain attendance, session feedback, and participation records for all trainees.

**Certification**

- The selected bidder shall be responsible for issuing completion certificates to all participants who successfully complete the training and assessment process.
- The certificates shall be co-branded with Invest UP’s logo and shall include details of the training phase, duration, and performance level achieved by the trainee. Sample of the same shall be approved by the department.

**Development of training module for Phase 1 In-person training covering various aspects but not limited to:**

Phase 1		
Workshop	Areas	Topics
<b>Module 1</b>	<ol style="list-style-type: none"> <li>1. Account Lifecycle Ownership</li> <li>2. Structuring Ownership &amp; Team Interfaces</li> <li>3. Personal Ownership &amp; Delivery Mindset</li> </ol>	<ul style="list-style-type: none"> <li>• Explore lead lifecycles, pipeline stages, and ownership challenges across KRAs</li> <li>• Create clarity around who owns what—across districts and handover processes</li> <li>• Individual role map + Commitment charter outlining personal actions to increase ownership</li> </ul>
<b>Module 2</b>	<ol style="list-style-type: none"> <li>1. Mapping the Stakeholder System</li> <li>2. Conflict Resolution &amp; Managing Difficult Conversations</li> <li>3. Strategic Communication</li> </ol>	<ul style="list-style-type: none"> <li>• District-specific stakeholder strategy map with priority engagement actions.</li> <li>• Conflict resolution and consensus-driven decision-making.</li> <li>• Develop communication templates (customized for their district context) to use when engaging with stakeholders under pressure.</li> </ul>
<b>Module 3</b>	<ol style="list-style-type: none"> <li>1. Adaptive Leadership</li> <li>2. Influence without Authority</li> <li>3. Strategic Thinking</li> </ol>	<ul style="list-style-type: none"> <li>• Understanding the 4 Leadership Styles: Managing impressions in professional environments.</li> <li>• Managing Resistance: Understanding the root of objections, addressing concerns with empathy and finding common ground.</li> <li>• Learn to manage multiple responsibilities, delegate tasks and time management frameworks</li> </ul>
<b>Module 4</b>	<ol style="list-style-type: none"> <li>1. Problem Diagnosis Using Critical Thinking</li> <li>2. Systems Thinking</li> <li>3. Breaking the Loop – Disrupting Thinking Traps</li> </ol>	<ul style="list-style-type: none"> <li>• Validate root cause insights for 2–3 critical operational or stakeholder issues</li> <li>• Visual mapping of stakeholder interactions to uncover hidden feedback loops and systemic delays.</li> <li>• Build clarity and maturity through deeper awareness of inner narratives and their impact.</li> </ul>

<b>Module 5</b>	<ol style="list-style-type: none"> <li>1. AI + LinkedIn for UM's</li> <li>2. Benchmarking Best Practices</li> <li>3. Motivation Talk with Guest Speaker</li> </ol>	<ul style="list-style-type: none"> <li>• Explore how LinkedIn and other platforms are integrating AI for better reach, hiring, and visibility.</li> <li>• Share 3–4 success stories of Udyami Mitras from different states (e.g., investment conversion, system simplification, investor onboarding)</li> <li>• Guest speaker shares personal leadership journey and insights</li> </ul>
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- The in-person training sessions shall be conducted for total of 180 people in Lucknow; with Udyami Mitra divided into batches of up to 40–45 participants per batch.
- A total of four (4) training batches will be organized.
- **Each batch shall undergo training for a duration of 5–6 days (8 hours per day), depending on the finalized training modules.**
- **The venue for the training shall be provided by Invest UP in Lucknow.**
- **All training modules, presentations, and materials developed by the selected bidder shall be submitted to Invest UP in both hard copy and soft copy formats.**
- The bidder shall be solely responsible for all expenses related to the travel, accommodation, and catering of their trainers and personnel. Invest UP will not bear any such costs.

Prepare and present comprehensive training modules for phase 2 virtual training covering various aspects, including but not limited to:

<b>Phase 2</b>		
<b>Sessions</b>	<b>Areas</b>	<b>Topics</b>
Month 1	Leadership in Action	<ul style="list-style-type: none"> <li>• Digital Learning Module: Adaptive leadership styles and everyday influence.</li> <li>• Best Practices: Sharing real examples of initiative-taking and navigating ambiguity.</li> <li>• Application Conversation: Identifying personal leadership blind spots &amp; building clarity in approach.</li> </ul>
Month 2	Stakeholder Alignment	<ul style="list-style-type: none"> <li>• Digital Learning Module: Mapping stakeholder ecosystems and trust-building strategies.</li> <li>• Best Practices: Case swaps on navigating friction and pushing back respectfully.</li> <li>• Application Conversation: Working through one real-time stakeholder conflict or alignment gap.</li> </ul>
Month 3	Problem-Solving for Scale	<ul style="list-style-type: none"> <li>• Digital Learning Module: Root cause analysis and critical thinking tools.</li> <li>• Best Practices: Group diagnosis of cross-district problems using systems tools.</li> <li>• Application Conversation: Structuring approach to a persistent issue and mapping solutions.</li> </ul>

Month 4	Tech Mindset & Digital Confidence	<ul style="list-style-type: none"> <li>• Digital Learning Module: Tools, hacks, and AI examples to improve everyday efficiency.</li> <li>• Best Practices: Sharing the best practices for using tech in field operations.</li> <li>• Application Conversation: Customizing simple digital solutions to common work hurdles.</li> </ul>
Month 5	Communication that Builds Trust	<ul style="list-style-type: none"> <li>• Digital Learning Module: Active listening, feedback loops, and difficult conversations.</li> <li>• Best Practices: Roleplay-based peer scenarios and messaging exercises.</li> <li>• Application Conversation: Practicing a live communication challenge</li> </ul>
Month 6	Planning with Purpose	<ul style="list-style-type: none"> <li>• Digital Learning Module: Goal setting, benchmarking, and self-driven development.</li> <li>• Best Practices: Reflecting on 6-month progress, sharing success triggers.</li> <li>• Application Conversation: Building an action plan for continuous learning and role evolution.</li> </ul>

- The Phase 2 training program shall be conducted virtually (live online mode) for up to 180 participants in a single batch.
- The sessions shall be delivered using a secure and reliable online platform that supports interactive features such as live discussions, polls, Q&A, and breakout activities to ensure active participation.
- The duration and schedule of the virtual training shall align with the approved training modules, ensuring comprehensive coverage of all topics.
- The selected bidder shall be responsible for providing technical coordination and support throughout the online sessions, including managing attendance, troubleshooting connectivity issues, and facilitating trainer–participant interaction.
- Attendance records, participant engagement data, and session recordings (where applicable) shall be maintained and shared with Invest UP.
- All training modules, presentations, and related materials developed shall be submitted to Invest UP in both hard copy and soft copy formats prior to commencement of the sessions.
- A feedback and assessment mechanism shall be implemented at the end of the virtual training to evaluate knowledge gained and gather participant input for further improvements.

#### **Capacity Building for Training of the trainer**

- The selected bidder shall design and conduct a Training of Trainers (ToT) program aimed at building the capacity of identified local trainers and mentors responsible for facilitating the Udyami Mitra Training Programme.
- The ToT program shall ensure that trainers possess the necessary expertise in areas such as investment facilitation, communication, soft skills, customer service, problem-solving, digital platform usage and investor engagement protocols.

- The bidder shall conduct a two (2)-day ToT workshop for five to ten officials nominated by Invest UP, focusing on equipping them with the knowledge and tools required to oversee, evaluate, and replicate the training modules effectively.
- The ToT sessions shall include both theoretical and practical components, incorporating real-world case studies, hands-on exercises, and assessment mechanisms to ensure knowledge transfer and skill retention.
- Upon completion of the ToT program, the bidder shall provide training manuals, digital content, and guidance materials to the nominated officials for future reference and continuity.

### **Training Delivery**

- Conduct both theoretical and practical training sessions for Udyami Mitra.
- Utilize interactive methods such as role-playing, simulations, case studies, group discussions, and scenario-based exercises to enhance learning.
- Organize training sessions across identified regional locations in Uttar Pradesh and at Invest UP facilities, ensuring maximum participation.
- Ensure all training materials are developed in English and Hindi (and other local languages if required), and are accessible to all participants, including those with special needs.

### **Logistics and Resource Management**

- Provide necessary training equipment, tool kits, and materials for smooth delivery of the program.
- Implement an online registration and onboarding system for Udyami Mitra, creating a comprehensive trainee database integrated with Invest UP.
- Ensure all training content is always available in digital format and accessible through a centralized platform.

### **Feedback and Assessment**

- Implement a structured feedback mechanism to gather insights from trainees and measure training effectiveness.
- Conduct pre- and post-training assessments to evaluate knowledge acquisition, skill enhancement, and performance improvement.
- Use an online platform for registration, content access, assessments, and performance reviews. Ownership of data will remain with Invest UP.

### **Post-Training Support and Follow-up**

- Provide post-training support, including access to trainers for clarifications and additional learning resources.
- Organize refresher courses and supplementary workshops as required by Invest UP.
- Conduct follow-up assessments and impact studies to evaluate the long-term effectiveness of the training.

### **Coordination and Stakeholder Engagement**

- Ensure regular coordination with Invest UP, associated government departments, and other stakeholders to deliver the training program in a transparent and collaborative manner.

## Technical Support

- Provide an online solution/learning management system (LMS) where Udyami Mitra is registered and their integrated training database is maintained.
- Enable a query resolution feature on the platform where participants can raise questions (including anonymously) and receive timely responses from trainers.
- Use the platform to monitor performance, training milestones, and progress tracking throughout the program.

## Deliverables

- Detailed Training Modules and Materials: Including event-specific content in both physical and digital formats.
- Training Reports: Documentation of the training process, including feedback and assessment results.
- Final Report: Summarizing training outcomes, challenges faced, and recommendations for future training.

<b>S No.</b>	<b>Milestones/key Deliverables</b>	<b>Time Schedule from D=Date of signing of Contract</b>
D1	<p>Training Need Analysis</p> <ul style="list-style-type: none"> <li>• Prepare and submit a detailed Training Need Analysis (TNA) Report consolidating findings from stakeholder consultations, psychometric assessments, and skill gap evaluations. The report shall include: <ul style="list-style-type: none"> <li>✓ <b>Identified training needs and target competencies.</b></li> <li>✓ <b>Recommended training objectives and learning outcomes.</b></li> <li>✓ <b>Suggested delivery methods, training duration, and module design approach.</b></li> </ul> </li> </ul>	D+15 days
D2	<p><b>Preparation of Training Modules &amp; Planning</b></p> <ul style="list-style-type: none"> <li>• Develop detailed training modules tailored to the requirements of Udyami Mitra for each batch.</li> <li>• Prepare a structured training plan outlining the number of workshops required, regional distribution of participants, and key learning objectives for each batch.</li> <li>• Incorporate special training components such as sector-specific investor facilitation, grievance handling, and digital literacy.</li> </ul>	D1+30 days
D3	<p><b>Conduct of in-person Skill-Training Programs Phase 1</b></p> <ul style="list-style-type: none"> <li>• Organize pilot workshops in collaboration with domain experts and local facilitators to test and refine the training modules with stakeholder feedback.</li> <li>• Roll out skill-training workshops across identified locations to cover all Udyami Mitra as per the training plan.</li> </ul>	D2 + 45 days

	<ul style="list-style-type: none"> <li>• Carry out Post training assessment and share the report highlighting the skills enhanced with Invest UP</li> <li>• Capture feedback from participants to assess training effectiveness and incorporate improvements in subsequent sessions.</li> <li>• Post-Assessment Report after the completion of Phase 1 training shall be submitted to Invest UP highlighting the measurable improvements in participants' competencies, supported by quantitative metrics and qualitative feedback.</li> </ul>	
D4	<p><b>Phase 2 - Monthly and follow-up Live Training</b></p> <ul style="list-style-type: none"> <li>• Conduct in-person and virtual training sessions as per the approved schedule and module plan.</li> <li>• Employ interactive and experiential learning techniques such as role plays, simulations, case studies, and group discussions to ensure engagement and practical understanding.</li> <li>• Maintain attendance, session feedback, and participation records for all trainees.</li> </ul>	D3 + 6 Months
D6	<p><b>Final Assessment Report</b></p> <p>At the conclusion of the overall programme (post completion of Phase 2 – Virtual Training), a Final Post-Training Assessment Report shall be prepared and shared, clearly depicting the comparative skill enhancement and behavioural changes observed across the training lifecycle.</p>	D5 + 1 Month

### 3.4 Service Level Benchmarks and Compliance

#### 1. Training Content Quality

- Bidders must adhere strictly to the standardized modules approved by the Department and its nominated representatives, ensuring relevance to the roles and responsibilities of volunteers and police personnel.
- Incorporate best practices in training methodologies, such as interactive sessions, case studies, and practical exercises.

#### 2. Trainer Qualifications and Experience

- Trainers must demonstrate expertise and substantial experience in delivering training to law enforcement organizations or volunteers.
- Possess relevant educational qualifications and certifications in their respective fields.

#### 3. Training Delivery

- Ensure timely delivery of training sessions as per the agreed schedule and timeline.
- Maintain minimum attendance levels for participants. Bidders failing to achieve specified attendance rates may be subject to liquidated damage as per Clause 6.1.10.

#### 4. Evaluation and Assessment

- Define clear Key Performance Indicators (KPIs) for assessing the effectiveness of the training, including parameters such as investor query resolution time, accuracy of

information provided, proficiency in using digital platforms (e.g., Nivesh Mitra), communication effectiveness, and overall investor satisfaction.

- Utilize structured methods such as pre- and post-training assessments, case-based evaluations, and role-play exercises to measure knowledge gained and skills applied by Udyami Mitra.
- Implement a feedback mechanism to capture inputs from participants and stakeholders, enabling continuous refinement of training modules and delivery approaches.

#### 5. Compliance and Reporting

- Bidders must comply with all legal and regulatory requirements related to training programs.
- Bidders must demonstrate adherence to all relevant legal and ethical standards, including data protection regulations, and provide evidence of compliance with intellectual property rights.
- Submit regular progress reports on training activities, participant performance, and any issues encountered. Failure to comply may lead to penalties per Clause 6.1.11.
- Bidders must provide a reporting mechanism, specifying the format, frequency, and content of progress reports that will be submitted during and after the training workshops

#### 6. Customer Service and Support

- Ensure prompt response times to inquiries, concerns, and feedback from participants and Invest UP during and after the training program.
- Provide technical support for any issues related to training delivery, digital platforms, or access to online learning resources.
- Submit a clear plan for ongoing support after the completion of workshops, including access to trainers for follow-up queries, mentoring sessions, and supplementary learning materials.
- Adopt a collaborative approach, working closely with the Invest UP team to adapt training modules and delivery methods as needed during the program.
- Make provisions for post-training mentorship, where experienced trainers or facilitators guide Udyami Mitra in applying their skills effectively in real-world investor facilitation scenarios.

#### 7. Ethics and Professionalism

- Uphold ethical standards and codes of conduct in all interactions with participants and stakeholders.

#### 8. Innovation and Best Practices:

- Proposals should highlight any innovative training techniques or technologies that will be used, such as e-learning platforms, gamification, or virtual reality simulations.

- The bidder must provide evidence of how they incorporate industry best practices into their training programs, with references to successful implementations in similar contexts

Non-compliance with any of the above benchmarks may result in liquidated damages or penalties as specified in the contract. The department reserves the right to impose penalties for failure to meet service level benchmarks, up to and including termination of the contract.

### **3.5 Progress Monitoring, Supervision & Inspection**

#### **Monitoring Mechanisms**

##### **(a) Regular Reports**

Progress monitoring will be conducted by the department or its nominated representative. Successful training institute/agency must submit progress reports detailing:

- Training activities conducted.
- Participant attendance and engagement. Any challenges encountered and actions taken.
- Reports should be submitted to the Department. The Bidder will be required to collect data, photographic/ Videographic evidence of the training.
- The Bidder will prepare and submit regular reports on training methodologies, training outcomes, including completion rates, participant feedback, and any corrective actions taken.

##### **(b) Supervision**

The department will assess the Bidder's performance and inform them of any identified issues or unsatisfactory services, without relieving the Bidder of their responsibilities. The department or its nominated representative will oversee the training programs to.

- Monitoring training delivery and adherence to standards.
- Addressing any participant or logistical issues promptly.
- Ensuring compliance with contractual obligations.

##### **(c) Inspection and Quality Assurance**

The department or its nominated representative will conduct site visits to observe training sessions to assess quality and participant interaction and discuss progress and challenges with trainers and participants. Assess effectiveness of training methodologies and content delivery. Identify areas for improvement based on participant feedback and evaluation results

## **4. Eligibility criteria**

### **4.1 Eligibility criteria**

The Bidders must carefully examine the below mentioned Eligibility Criteria. The Bidder has to meet all the Eligibility criteria set out in this clause for financial evaluation.

The Bidder meeting all criteria mentioned in table herein shall be termed as Eligible Bidders.

#	Eligibility Conditions	Documents required
1	The Bidder should be a registered Legal entity including educational institutes, society registered under the Societies Registration Act, 1860, a company under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008. The Bidder should have been registered at least 3 years prior to the Bid Due Date.	<i>(Registration certificate/PAN/GST should be submitted for the same as applicable)</i>
2	Financial Capacity: The Bidder should have minimum Average Annual Turnover of INR 1 Crores in the last 3 (Three) financial years (2022-23, 2023-24, 2024-25) ending 31 <sup>st</sup> March 2025.	<i>Statutory Auditors certificate or Balance Sheet and Profit and Loss Account for the last three financial years and Form 4.  (In case of non-availability of Audited statement for FY 2024-25, provisional certificate attested by CA shall be provided)</i>
3	The Bidder should have at least 1 Work Order/Purchase order/completion certificates from client (of INR 50 lakhs or more) in organising and conducting similar training workshops for any state/central Govt. agencies/Department/Public Sector undertakings within last five financial years, i.e. 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25	<i>1. Form 5 2. At least 1 Work Order/Purchase order/completion certificates from clients of INR 50 lakhs or more shall be submitted for the same.</i>
4	The Bidder should have conducted at least 5 third party trainings programmes for any state/ central Govt. agencies / Department/ Public Sector undertakings within last 3 (Three) financial years, i.e. 2022-23, 2023-24 & 2024-25	Work-Orders/ completion certificate
5	The Bidder should have at least 10 trainers on panel as on proposal due date	HR Certificate along with the profile of the trainers
6	The Bidder should not have been blacklisted by the Central Government, any State Government, a statutory Department or a public sector undertaking, as the case may be, from participating in any project, and the bar exists as on the date of the Proposal.	<i>(An undertaking as per form 7)</i>

Notes: The Bidder shall submit their details, financial details, work completed/in progress by them in the Proforma of Appendix-Form 2, 3 and 4 of E-Bid for the works to be considered for qualification in Eligibility. Documentary proof such as work order/completion certificates from client clearly indicating the nature/scope of work and actual date of completion for such work should be submitted. **The offers submitted without this documentary proof shall not be evaluated.**

#### 4.2 Selection Process-Technical Evaluation:

The technical proposals shall be opened of all eligible bidders and the bids that qualify as per the technical evaluation criteria stated below will be considered as technically qualified. Any Bidder that passes the benchmark score is declared as technically qualified and their financial bids shall be opened. The rest would be considered technically non-qualified and would not participate in the process. Financial proposals of the eligible and technically qualified bidders shall be opened.

#	Criteria	Maximum Marks	Documents to be submitted
A	<p><i>Average annual turnover of past three years</i></p> <p>a. <i>INR <math>\geq 1</math> and <math>&lt; 3</math> Crores – 10 Marks</i>                      b. <i>INR <math>\geq 3</math> and <math>&lt; 5</math> Crores – 15 Marks</i>                      c. <i>INR <math>\geq 5</math> Crores and Above – 20 Mark</i></p>	20	Form 4 and CA certificate with UDIN number along with Audited Financial statements -Balance Sheets, Profit and Loss Accounts, Annual Reports.
B	<p>The Bidder should have <i>at least 1 Work Order/Purchase order/completion certificates from client (of INR 50 lakhs or more)</i> in organising and conducting similar training workshops for Urban Local Bodies/Govt./Defence.</p> <p>Each work order of value <math>\geq 50</math> lakhs is 05 marks</p>	20	Form 5 and Work Orders/completion certificate from clients.  CA certificate with UDIN Number
C	<p>To. No. of training programmes conducted third party exclusively in last 3 years:</p> <p>a. <math>\geq 5</math> and <math>&lt; 8</math> – 5 marks                      b. <math>\geq 8</math> and <math>&lt; 10</math> – 10 marks                      c. <math>\geq 10</math> and <math>&lt; 12</math> – 15 marks                      d. <math>\geq 12</math> and above – 20 marks</p>	20	Form 5  Work-Orders/ completion certificate
D	<p>No. of trainers on panel of the bidder</p> <p>a. <math>\geq 10</math> and <math>&lt; 15</math> – 2.5 marks                      b. <math>\geq 15</math> and <math>&lt; 20</math> – 5 marks                      c. <math>\geq 20</math> and <math>&lt; 25</math> – 7.5 marks</p>	10	HR Certificate along with the profile of the trainers

	d. $\geq 25$ and above – 10 marks		
E	(1) Functioning Model (2) Collaborations : (University/Institutions) & Government and other agencies (3) Initiatives (4) Methodology (5) Team and trainers' profile	30	Presentation
	<b>Total</b>	<b>100</b>	

**Technical Qualification marks:70 and above**

#### 4.3 Financial Evaluation & Work Allocation

- The Bidders shall upload their financial bids in the commercial bid section of the E-Tender portal. It is mandatory to furnish the unit rate against all particulars, failing which the proposal shall be liable to be rejected.
- If there are any conditions attached to any financial bids, the tender committee shall reject any such bids as non-responsive financial proposals. However, if the Tender Evaluation Committee feels it necessary to seek clarifications on any financial proposals regarding taxes, duties or any such matter, the Tender Evaluation Committee shall do so by inviting responses in writing.
- The financial bids shall be opened by the Tender Evaluation Committee of the bidders who are deemed eligible and technically qualified as per the prescribed eligibility and technical qualification criteria as specified in Clause 4.1 and 4.2 respectively in the presence of representatives of the bidders who choose to attend the proceedings.
- The Bids will be evaluated based on the QCBS method with overall weightage of 20% for Financial Bid and 80 % for technical Bid shall be considered while calculating final score.
- The Bid of the Bidder, who obtains the highest total score (Ts) across the technical Bid and the Financial/Price bid, will be rated as the 'Best Bid' and will be the L1 Bidder and will be declared as the successful Bidder with L1 rates. The Bidder with the second highest and third highest score will be the L2 Bidder, L3 Bidder, so on and so forth.

Ts will be calculated as defined below:

$$Ts = (Sf \text{ low} / Sf) * 20 + (St / St \text{ high}) * 80$$

Where,

- Sf: Evaluated/Quoted Bid Price
- Sf low: The lowest of all Evaluated Bid Prices among responsive Bids
- St: The total Technical Score awarded to the Bid
- St high: The Technical Score achieved by the Bid that was scored best among all responsive Bids

- In the event that one or more Bidders have the same Ts value, the Bid with the lowest quoted price will be treated as “Best Bid”. In case of further tie, the bidder with highest technical score (St) will be rated as the ‘Best Bid’. Further, in the event that the bidders are still maintaining a tie, the bid from the bidder with the highest average turnover in the last 03 financial years ending March-2025, will be rated as the ‘Best Bid’.
- The Successful Bidder based on the above criteria will be awarded the contract. The EMD of unsuccessful candidate will be returned within 15 days of selection of the Reputed Agency.

#### 4.4 Payment Schedule and timelines

- (a) The selected Bidder shall furnish a Performance Guarantee, (5% of the Contract Value), at the time of contract signing in the form of Bank Guarantee which should be valid for 6 months from the date of signing of the contract. The Bank Guarantee (BG) shall be returned on the successful completion of the project period. The BG can be from any Nationalised or Scheduled bank.
- (b) The bills for training shall be raised as per table below after successful conduct of the training workshops on the site and verification from the nominated representative of the Department. Payment shall be made subject to recoveries, if any, by the way of liquidated damages or any other charges as per terms and conditions of the contract in the following manner.

Payment shall be made in Indian Rupees as specified in the contract through RTGS.

Sl. no	Description	Timeline
1	100% of the contract value for Phase 1 shall be released after conducting the in-person training workshop	1 month from successful completion and submission of invoice
2	100% of the contract value for Phase 2 shall be released after conducting the training workshop and the assessment report	1 month from successful completion and submission of invoice

The bidder shall not claim any interest on payments under the contract. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Bidder at rates as notified from time to time.

- All payments shall be made subject to submission of invoices, satisfactory performance verification, and approval by Invest UP.
- No payment shall be made for activities not approved or deliverables not accepted by Invest UP.
- Statutory deductions (e.g., TDS, GST, or other applicable taxes) shall be made as per prevailing Government norms.
- In case of any delay or unsatisfactory performance, Invest UP reserves the right to withhold or recover payments as deemed appropriate.

## **5. Instructions to Bidders**

### **5.1 General instructions**

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

5.1.1.1 No Bidder shall submit more than one (1) Proposal, in response to this RFP.

5.1.1.2 The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Department.

5.1.1.3 A Bidder applying individually shall not be entitled to submit no more than one 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 Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.

5.1.2.3 All papers submitted with the Proposal are neither returnable nor claimable.

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

5.1.3.1 Notwithstanding anything contained in this RFP, 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 Clause 7 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 Client in writing before the date mentioned in the Schedule of bidding process. The queries will be sent only by email at the mail id provided in communications details in the Data Sheet with subject clearly written the following identification:

“Queries/Request for Additional Information concerning RFP to undertake.”

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 responses will be sent

by e-mail. The Client will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Bidders who have purchased the RFP document without identifying the source of queries.

- 5.1.4.4 The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 5.1.4 shall be construed as obliging the Client to respond to any question or to provide any clarification.

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

- 5.1.5.1 At any time prior to the Proposal Due Date, 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 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. In case of failure to get the amendments, if any, the Department shall not be responsible for it.
- 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 Proposal Due Date.

#### **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.
- 5.1.6.3 Department shall not be liable for any mistake or error on the part of the Bidder in respect of the above.
- 5.1.6.4 The Bidder shall review available information, if any, pertaining to the works and shall carry out all necessary surveys required and instructed by the Department.
- 5.1.6.5 The Bidder shall also make a detailed analysis of the site, the water levels and existing facilities available for execution of the works.
- 5.1.6.6 Department-provided data, information, and drawings are indicative and require rechecking, verification, and modification through site investigations to suit site conditions.

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

#### **5.2.1 Language and currency**

- 5.2.1.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by

appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

5.2.1.2 The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

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

5.2.2.1 Proposals shall remain valid for a period of 180 days from the Proposal Due Date ("Proposal Validity Period") and 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 should 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 should start the process well in advance so that they can submit their Proposal in time. The Bidder should submit their Proposal considering the server time displayed in the e- procurement website. This server time is the time by which the submission activity will be allowed on the Proposal Due Date indicated in the RFP schedule. Once the submission date and time has passed, the Bidders cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Bidders shall only be held responsible.

5.2.4.2 The Bidders have to follow the following instructions for submission:

- 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 should first

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

- c) For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. The 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 should download the RFP document including financial format and study them carefully. The Bidder should keep all the documents ready as per the requirements of RFP document in the PDF format.
- e) After clicking the 'pay offline' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- f) Before uploading, the Bidder has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Bidder should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer.
- g) The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- h) After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Bidder can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.

- i) Department reserves the right to cancel any or all e-bids/Proposals without assigning any reason.

#### 5.2.5 **Deadline for submission**

- 5.2.5.1 E-bid/Proposal (technical and financial) must be submitted by the Bidder at e-procurement website <http://etender.up.nic> no later than the time specified on the Proposal Due Date. The 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 should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Bidder has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Bidder also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.
- 5.2.7.2 No e-bid/Proposal may be withdrawn in the interval between the Proposal Due Date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Bidder's forfeited of his/her e-bid/Proposal security.
- 5.2.7.3 The Bidder can re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The Bidder should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Bidder will be displayed. Click "View" to see the detail of the e-bid

to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.

5.2.7.4 The Bidder can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.

5.2.7.5 No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

#### 5.2.8 **Selection of the Bidder**

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

#### 5.2.9 **Proposal opening**

After the technical evaluation, the Department shall prepare a list of Eligible Bidders in terms of Clause 4.1 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 Eligible 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.

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.

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 work is subsequently awarded to it.

#### 5.2.10 **Opening of Proposals**

5.3.10.1 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.

5.3.10.2 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 should ensure that the RTGS of Bid Processing Fee, as 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.

5.3.10.3 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.

5.3.10.4 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 a Bidder to exert undue or unfair influence in the process of examination, clarification, evaluation and comparison of Proposal/s shall result in outright rejection of the offer, made by the said Bidder.

#### 5.2.12 **Tests of responsiveness**

5.2.12.1 Prior to evaluation of the Proposals, 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 and EMD as specified in the Data Sheet of this RFP.
- f) The Bid is unconditional.

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 5.3.3. All Proposals as per form 1 found to be substantially responsive shall be evaluated as per the Eligibility Evaluation Criteria set out in Clause 4.1 of this RFP.

5.2.14.2 The Proposal containing the Eligibility Details in Clause 4.1 of the Bidder/s who do not meet the Eligibility 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 concern hired to provide services for the said event and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- II. Conflict among assignments: Neither Bidder (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Providers.
- III. Relationship with Employer's staff: Bidder (including their personnel and sub-vendors) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of Agency's work.

#### 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

Request for Proposal for Selection of Institute/ Agency for conducting training workshops for Invest UP Lucknow.

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**

No Subcontracting shall be allowed

## **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 term Agency) means any private or public entity that will provide the services to the Department ("the Client") under the Contract.
- d) "Bid Processing Fee" shall mean the fee as specified in the RFP Data Sheet.
- e) "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 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.
- f) "Client" (including the term 'Department') means the InvestUp;
- g) "Contract" or "Agreement" means the Contract signed by the Parties and all the attached documents, if any.
- h) "Confidentiality" shall have the meaning set forth in GCC Clause 6.2.11;
- i) "Dispute" shall have the meaning set forth in GCC Clause 6.2.16;
- j) "EMD" means Earnest Money Deposit submitted by the Bidder.
- k) "Government" means the Government of the Client's Country/State.
- l) "LOA" means Letter of Award issued to the successful bidder by the Department/ Client issuing directions to commence the work.
- m) "LOE" means the Letter of Empanelment issued to the successful bidder.
- n) "Liquidated Damages" shall have the meaning set forth in GCC Clause 6.1.10.
- o) "Party" means the "Client or the Bidder" as the case may be, and "Parties" means both of them.
- p) "Penalty" shall have the meaning set forth in GCC Clause 6.1.11.
- q) "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.
- r) "Personnel" means professionals and support staff provided by the Bidder assigned to perform the work or any part thereof.
- s) "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.
- t) "Scheduled Bank" means Banks specified in the RBI Act, 1932.
- u) "Work" means the work to be delivered/performed by the Bidder pursuant to the Contract, Terms of Reference specified in the RFP.

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

#### 6.1.2 **Law Governing Contract**

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

#### 6.1.3 **Language**

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

#### 6.1.4 **Notices**

- 6.1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed.

- 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.

#### 6.1.5 **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. GST of 18% shall be inclusive of fee quoted by the Bidder which will be paid by the Department additionally on the professional fee agreed as part of this Contract.

#### 6.1.7 **Fraud and Corruption**

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

- a) "corrupt practice" means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) "fraudulent practice" means misrepresentation or omission of facts in order to influence the selection process or the execution of a contract;
- 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 cancel the Contract if representatives of the Bidder are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract.

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 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.

#### 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 work 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 hereunder, or accident caused due to negligence of the Bidder, or the cost of repairing or replacing defective equipment, or to any obligation of the Bidder to indemnify the Procuring Entity concerning IPR infringement.

#### 6.1.9 Insurance

The Bidders are expected to maintain insurance cover for the following events to insure Bidder's risks against:

- a) loss of or damage to any works and materials, including damages due to human-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 department and any other regulatory authorities.

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

#### 6.1.10 Liquidated Damages

The parties agree that in case the services offered by the Bidder are found to be unsatisfactory, not up to the mark, 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.	Liquidated Damages of 1% of the value of the Work Order for each such failure.
Failure to prepare the modules in due time as informed by the Department.	Liquidated Damages of 1% of the value of the Work Order.
Delay in completing the training as per the given timeline in the Work Order/LOA	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.

#### 6.1.11 Penalty

Without prejudice to any other right of the Client under this Contract, the Client reserves the right to impose a Penalty for any breach of the terms of this Contract, the amount and nature whereof shall be decided by the Client depending upon the quantum and/or severity of the breach in each case.

Breach	Penalty
Failure to address the notice given by Invest UP	<ul style="list-style-type: none"> <li>• For First instance, to be kept on watchlist.</li> <li>• For second instance, the concerned key personnel and team leader to be removed from the project.</li> <li>• For third instance, Contract shall be terminated.</li> </ul>
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.

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

### 6.2.1 Effective Date of Contract

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

### 6.2.2 Commencement of Work

The Bidder shall begin carrying out the work 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 Department 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 of 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 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 **Warranty**

- The Bidder warrants comprehensively that the services offered under the contract is as per current industry standards and incorporate all recent/latest improvements unless prescribed otherwise by the Department in the contract.
- If the Bidder, having been notified, fails to rectify and implement promptly any suggestions, the Department may proceed to take such remedial action(s) as deemed fit by the Department, at the risk and expense of the Bidder and without prejudice to other contractual rights and remedies, which the Department may have against the Bidder.
- Bidder shall have enough trainers so that the same are deployed for the Department promptly on receipt of order from the Department.

#### 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 Time is of the essence

Time is of the essence as to the deployment of trainers and conducting of training by the Bidder considering the timelines.

##### 6.2.6.3.1 Extension of Time

Any period within which a Party is required, under this Contract, to complete any action or task shall be extended for a duration equal to the time during which such Party was unable to perform the action due to a Force Majeure event. Such extension shall be subject to the condition that no extension of time shall be granted during or beyond the Investment Facilitation Period (as may

be defined by Invest UP for key investor engagements). Further, any extension granted prior to such Facilitation Period shall not extend into it, except that Invest UP may, under exceptional circumstances, allow a reasonable extension prior to the commencement of the Facilitation Period.

#### 6.2.6.4 Payments

During the period of their inability to perform the work because 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 such period.

#### 6.2.7 Termination

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

##### 6.2.7.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GCC Clause 6.2.7.1. In such an occurrence the Client shall give not less than thirty (15) days' written notice of termination to the Bidder, and sixty (30) days' in the case of the event referred to in (e).

- a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified 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 work for a period of not less than sixty (60) 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 6.2.16.3 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 work 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 6.2.16.3 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 work 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 training 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 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 Performance Security

Within seven days from date of the issue of Notification of the Award by the Department, the Bidder shall furnish performance security to the Department for an amount equal to five percent (5%) of the total value of the contract, valid up to 180 days.

The Performance security shall be denominated in Indian Rupees or in the currency of the contract in any one of the forms namely Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section VIII (B) of this document in favor of the Department.

In the event of any amendment issued to the contract, regarding extension of Delivery Period, the Bidder shall, within seven days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

The Department will release the Performance Security without any interest to the Bidder on successful completion of the Bidder's all contractual obligations including the warranty obligations.

##### 6.2.9.2 Standard of Performance

The Bidder shall perform the work and carry out their obligations hereunder with all due diligence and efficiency, in accordance with the stated Contract conditions and RFP Terms of Reference. The Bidder shall observe sound management practices, and employ appropriate technology, safe and effective equipment, materials and methods. For matters where the Contract does not specify any

Standard, the work 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 always support and safeguard the Client's legitimate interests in any dealings with Third Parties.

In cases where the performance is found to be unsatisfactory, Client shall impose Liquidated Damages and/or Penalties for the shortfall in performance as per GCC Clause 6.1.10 and 6.1.11. Imposition of these Liquidated Damages and/or Penalty shall not absolve the Bidder from his/her responsibilities.

#### 6.2.9.3 Responsibility of the Bidder

The Bidder should commence comprehensive execution of all training activities as outlined in the tender documents in accordance with GCC Clause 6.2 and shall carry out the trainings in accordance with the program submitted by the Bidder with the approval of the Client. The Bidder is required to ensure the provision of trainers possessing the requisite expertise for the training sessions. Additionally, the Invest Up will facilitate the involvement of Subject Matter Experts (SMEs) from various organizations. The Bidder shall be responsible for coordinating with these SMEs and organizing specialized training modules in collaboration with them. This coordination must ensure that all training modules are delivered effectively, leveraging the expertise of both the Bidder's trainers and the appointed SMEs. No damage in any case shall be caused to any existing structure/Training Venue or place provided by the Department for conducting training. The Bidder shall be held responsible in occurrence of any such incident and will be responsible for the cost of required rectifications. The Bidder will be responsible for the demonstration of the methods for conducting training. The Bidder will be responsible to provide the required number of manuals for the training. 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 Department 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, reports, models, systems and other methodologies and know-how 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, 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 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 work 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.

6.2.13.3 The Department shall provide a venue for the training sessions, accommodating up to 1,000 participants, which will be fully equipped with all necessary amenities. Additionally, the Department will supply food and snacks for the trainees, if deemed necessary.

#### **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 Contract Price (as determined by the financial quote in the RFP stage).

##### **6.2.14.2 Terms and Conditions of Payment**

Payments will be made to the account of the Bidder and according to the payment schedule stated in Clause 4.5 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 work. 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 work 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 content, data, modules, or other documents or work provided or designed by the Bidder for or on behalf of the Client. 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.
- b) 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.
- c) 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 doing so.

#### 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 contract.

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 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, notwithstanding any disputes, pending any attempts at amicable settlement.

#### 6.2.16.3 Arbitration

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Client from the panel of arbitrators nominated by the parties to this agreement with mutual consent and a list of the panel so decided shall form part of this agreement. The Arbitration proceedings shall be governed by the (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, notwithstanding any disputes, pending the award in any arbitration proceedings hereunder.

#### 6.2.16.4 Jurisdiction.

- a) The venue of arbitration shall be in Lucknow, Uttar Pradesh. The language of arbitration proceedings shall be English.
- b) Any dispute arising in relation to this Contract shall be subjected to exclusive Jurisdiction of Courts at Lucknow, Uttar Pradesh

## 7. Standard Forms

### 7.1 Form 1: Power of Attorney

#### Power of Attorney

(On stamp paper of INR 100/-)

Know all men by these presents, We..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. .... (name and residential address) who is presently employed with us and holding the position of..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for **Request for Proposal for Selection of Institute/ Agency for conducting training workshops for Invest UP Lucknow.** 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 for Proposal for Selection of Institute/ Agency for conducting training workshops for Invest UP Lucknow**

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 as mentioned in data sheet to Invest UP in accordance with the RFP Document.
20. We agree and understand that the Proposal is subject to the provisions of the Bidding Document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.
21. We agree to keep this offer valid for 180 days from the Proposal Due Date specified in the RFP.
22. We agree and undertake to abide by all the terms and conditions of the RFP document.

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

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Title and Address of the Authorized Signatory)

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 All.	Proof of such association like accreditations, memberships and certificates from important past clients		

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_

7.4 Form 4: Financial capacity of the Bidder

**Financial Capacity of the Bidder**

**UDIN Number:**

**Name of the Company:**

Particulars	Rupees, in Crores		
	FY 2022-23	FY 2023-24	FY 2024-25
Annual Turnover in the last three financial years (i.e. 2022-23, 2023-24 and 2024-25.)  <i>(Turnover of sister concerns/ affiliates would not be considered)</i>			
<b>Average Annual Turnover for the last three financial years (i.e. 2022-23, 2023-24 and 2024-25)</b>			

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**(Signature of Authorized signatory)**

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details annexed.

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Signature, Address, Seal & Membership No. of Chartered Accountant

7.5 Form 5: Eligible assignments of the Bidder

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

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

7.6 Form 6: Composition of the team and tasks of team members

<b>S. No.</b>	<b>Name</b>	<b>Present Designation</b>	<b>Number of years on Panel of the bidder</b>	<b>Qualification &amp; Experience</b>	<b>No. of Trainings Conducted</b>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					

We hereby undertake that all information, statements, and documents submitted in response to this Request for Proposal (RFP) are true, correct, and complete to the best of our knowledge and belief. We also understand that Invest UP reserves the right to verify the authenticity of the information provided at any stage of the evaluation or implementation process.

Name & signature of the authorized signatory

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

Date:

To,

**Nodal Officer**

Invest UP

**Reference: Request for Proposal for Selection of Institute/ Agency for conducting training workshops for Invest UP Lucknow**

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

## 7.8 Form 8: Financial Proposal

[Date]

To: [Name and address of Client]

**Subject: Financial proposal**

**Reference: (Insert name of the bidder)**

Dear Sirs,

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

We hereby quote the rates as per specifications uploaded in the E-gov portal.

S. No	Item Description	Quantity (Batch)	Unit	Rate including GST (INR)
1	<b>Phase 1</b> In Person Training as per modules defined (Batch Size: 40 - 45 participants)	4	Per Batch	
2	<b>Phase 2</b> Virtual Live Monthly & Follow-up training for Six Months (Batch Size: 40 - 45 participants) (4 Batch x 6 Months = 24 Batches)	24	Per Batch	

\_\_\_\_\_  
Signature and Name of the Authorised Person

\_\_\_\_\_  
**NAME OF THE BIDDER AND SEAL**

\_\_\_\_\_ **End of the RFP** \_\_\_\_\_