



UTTAR PRADESH DRUGS & PHARMACEUTICALS CO. LTD.
(A Government of Uttar Pradesh Undertaking)

**REQUEST FOR QUALIFICATION (RFQ) CUM REQUEST FOR PROPOSAL
(RFP) BID DOCUMENT**

**HIRING OF OFFICE SPACE FOR UPDPL ON LEASE RENTAL BASIS AT
LUCKNOW**

PART I – INSTRUCTION TO BIDDERS

RFP Reference: <TO BE UPDATED>

UTTAR PRADESH DRUGS & PHARMACEUTICALS CO. LTD.

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4th January, 2017

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Glossary

S. No.	Item	Abbreviation Description or Definitions / Interpretations
1.	Arbitrator	Dispute resolving Authority – Arbitrator Tribunal shall consist of Three Arbitrators.
2.	Bidder	A Sole Bidder or Principal Bidder in case of a Consortium.
3.	Contract Signing Authority	Managing Director, Uttar Pradesh Drugs & Pharmaceuticals Co. Ltd. (UPDPL)
4.	DD	Demand Draft
5.	EMD	Earnest Money Deposit or Bid Security
6.	FD	Fixed Deposit
7.	Nodal Authority	Managing Director, Uttar Pradesh Drugs & Pharmaceuticals Co. Ltd.
8.	Paying Authority	Managing Director, Uttar Pradesh Drugs & Pharmaceuticals Co. Ltd.
9.	POA	Power of Attorney
10.	RFP	Request for Proposal
11.	RFQ	Request for Qualification
12.	UPDPL	Uttar Pradesh Drugs & Pharmaceuticals Co. Ltd.

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RFP for Hiring of Office Space for UPDPL on Lease Rental Basis at Lucknow

1 RFP for Hiring of Office Space for UPDPL on Lease Rental Basis at Lucknow, Uttar Pradesh

1.1 Disclaimer

The information contained in this Request for Qualification cum Request for Proposal document (hereafter referred as the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Nodal Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Nodal Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Nodal Authority in relation to the Projects. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Nodal Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

The Nodal Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Nodal Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Nodal Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Nodal Authority is bound to select a Bidder or to appoint the Selected Bidder for the Projects and the Nodal Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Service Provider set forth in the Service Agreement or the Nodal Authority's rights to amend, alter, change, supplement or clarify the scope of work or the Project, to be awarded pursuant to this RFP. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Nodal Authority.

1.2 Notice Inviting Bid and Bid Data Sheet

Managing Director, Uttar Pradesh Drugs & Pharmaceuticals Co. Ltd. (UPDPL) hereinafter known as the **Nodal Authority**, invites RFQ cum RFP from eligible Bidders for hiring of office space for UPDPL on lease rental basis at Lucknow, Uttar Pradesh.

The bidders are being provided with this **Bid Data Sheet (BDS)** comprising of important, factual data on the bid.

S. No.	Description	Schedule
1.	Date of Sale of Bid documents - Opens	4 th January 2017
2.	Website for download of Bid Documents	http://uphealth.up.nic.in/
3.	Cost of Bid Enquiry document	Cost of Bid Enquiry document will be non-refundable fee of Rs. 10,000/- (Rupees Ten Thousand Only) .
4.	Method of Selection	Least Cost (L1) for Bidders, who meet technical qualification criteria
5.	Pre-Bid meeting date and time	19th January 2017 at 12:00 hours
6.	Pre-Bid meeting venue.	A-5, Industrial Area, Kanpur Road, Lucknow – 226008, Uttar Pradesh
7.	Closing date, time and venue of receipt of Bid	20th February 2017 at 13:00 hours at A-5, Industrial Area, Kanpur Road, Lucknow – 226008, Uttar Pradesh
8.	Time, date and venue of opening of Technical Bid	20th February 2017 at 15:00 hours at A-5, Industrial Area, Kanpur Road, Lucknow – 226008, Uttar Pradesh
9.	EMD (Earnest Money Deposit)	Rs 50,000 (Rs. Fifty thousand only)
10.	Bid Parameter(s)	Bidders with the Lowest Rental Rate per Square Foot of Carpet Area Per Month , inclusive of all the applicable taxes & maintenance charges but exclusive of applicable Service Tax among those Bidders that are technically responsive to this RFP. Charges for electricity, water and power backup to be extra and to be paid on actuals.

1.3 Structure of the RFP

This Request for Proposal (RFP) document issued by the **Nodal Authority – Managing Director, UPDPL** for the selection of bidder(s) for hiring of office space for UPDPL on lease rental basis at Lucknow, Uttar Pradesh, comprises of the following.

1.3.1 Instructions on the Bid process.

The Instructions on the Bid Process for the purpose of responding to this RFP are,

- 1.3.1.1 General instructions to Bidders for bidding process (Section 1.5)
- 1.3.1.2 Bid evaluation process including the parameters for Bid Qualification, Technical responsiveness evaluation and financial evaluation to facilitate Nodal Authority in determining bidder's suitability as the Selected Service Provider (Section 1.6)
- 1.3.1.3 Service Provider appointment process (Section 1.7)
- 1.3.1.4 Payment Terms (Section 1.9)
- 1.3.1.5 Bid submission document formats (Appendix A, B, C, D, E, F, G & H)

1.3.2 Delivery Requirements of the project.

The contents of the document broadly cover the following areas,

- 1.3.2.1 About the project and its objectives (Section 1.4)
- 1.3.2.2 Scope of work for the Service Provider (Section 1.8)

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder's eligibility to become the Selected Service Provider of the Nodal Authority.

*Note: A Draft Contract Agreement has been provided separately in **Part II – Draft Contract Agreement**.*

The bidders are expected to examine all Instructions, Forms, Terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a Bid not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the Bid.

1.4 Background Information

1.4.1 Basic Information

- 1.4.1.1 Nodal Authority, **Managing Director, UPDPL** invites responses ("Bids") to this Request for Qualification cum Request for Proposals ("RFP") from Service Providers ("Bidders") for:
 - Providing furnished/unfurnished office space on lease rental basis, preferably on a single floor, with a carpet area of approximately 10,000 square feet with all facilities including adequate power, drinking water supply, provision of central air-conditioning, fire safety and dedicated parking space for at least 16-20 cars & 70-75 Two Wheelers within a radius of 5 (five) KM of Hazratganj, Lucknow, Uttar Pradesh.

Further details are provided in **Section 1.8** of this RFP document.

- 1.4.1.2 Any contract that may result from this Bid process will be issued for a term **of 10 (Ten) years (“the Term”)**.
- 1.4.1.3 The Nodal Authority reserves the right to extend the Term for a period of 1 (one) year on the same terms and conditions, or those mutually agreed between the Nodal Authority and Selected Bidder / Service Provider, subject to the Nodal Authority’s obligations at law.
- 1.4.1.4 Bids must be received not later than time, date and at the venue mentioned in the Bid Data Sheet. Bids that are received late will be rejected.
- 1.4.1.5 If a Bidder intends to offer more than one property, offer for each property will be treated as a separate Bid. Separate Bid Document Cost, EMD, Technical Bid and Financial Bid will have to be submitted for each of the bids. A bidder cannot submit multiple bids for the same property.

1.4.2 Project Background

Uttar Pradesh Drugs & Pharmaceuticals Company Limited (UPDPL) was established in Lucknow in 1978 & started production in 1979. UPDPL was involved in manufacturing of tablets, capsules, ointments and liquids to fulfil orders from Government of UP.

UPDPL plans to hire office space on lease rental basis near Hazratganj, Lucknow to set up a procurement wing.

1.5 Instructions to the Bidders

1.5.1 General Instructions

- 1.5.1.1 The bidder shall prepare and submit its offer as per instructions given under this **Section 1.5**.
- 1.5.1.2 The bids shall be complete with all documents. Those submitted by fax or by email with attachments shall not be considered.
- 1.5.1.3 The bids which are for only a portion of the components of the job /service shall not be accepted (the bids should be for all components of the job /service).
- 1.5.1.4 The price quoted shall be firm and shall be quoted in the format as per attached **Appendix ‘F’** only.

- 1.5.1.5 The bids (comprising of Technical and Financial) shall be submitted (with a Forwarding Letter as per **Appendix A**) before the last date of submission. Late bids shall not be considered.
- 1.5.1.6 All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Nodal Authority on the basis of this RFP.
- 1.5.1.7 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Nodal Authority. Any notification of preferred bidder status by the Nodal Authority shall not give rise to any enforceable rights by the Bidder. The Nodal Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Nodal Authority.
- 1.5.1.8 This RFP and its contents supersedes and replaces any previous public documentation & communications on this RFP and its process, and Bidders should place no reliance on such communications.
- 1.5.1.9 Right to Terminate the Process
 - 1.5.1.9.1 Nodal Authority may terminate the RFP process at any time and without assigning any reason. Nodal Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone.
 - 1.5.1.9.2 This RFP does not constitute an offer by Nodal Authority. The bidder's participation in this process may result Nodal Authority selecting the bidder to engage towards execution of the contract.

1.5.2 Compliant Bids / Completeness of Response

- 1.5.2.1 Bidders are advised to study all Instructions, Forms, Terms, Requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 1.5.2.2 Failure to comply with the requirements of this paragraph may render the bid non-compliant and the bid may be rejected. Bidders must:
 - 1.5.2.2.1 Follow the format of this RFP and respond to each element in the order and form as set out in this RFP

1.5.2.2.2 Comply with all requirements as set out within this RFP.

1.5.3 Pre-Bid Meeting & Clarifications

1.5.3.1 The Nodal Authority will conduct a pre-bid meeting with the interested /prospective bidders as mentioned in Bid Data Sheet.

1.5.3.2 The Nodal Authority may modify the RFP by issuing a Corrigendum before the Proposal Due Date. Any Corrigendum thus issued shall be part of the RFP and shall be uploaded on the following website: <http://uphealth.up.nic.in/>

1.5.3.3 To give prospective Bidders reasonable time in which to take Corrigendum into account in preparing their bids, the Nodal Authority may, at its sole discretion, extend the Proposal Submission Due Date.

1.5.4 Key Requirements of the Bid

1.5.4.1 RFP Document Fees

1.5.4.1.1 RFP document can be downloaded from <http://uphealth.up.nic.in/>

1.5.4.1.2 The bidder will submit non-refundable fee of **Rs 10,000** (Rupees Ten Thousand only) in the form of account payee Demand Draft, drawn on a scheduled bank in India, in favour of **Uttar Pradesh Drugs & Pharmaceuticals Co. Ltd payable at Lucknow**. The demand draft of RFP document fees should be submitted along with bids.

1.5.4.2 Earnest Money Deposit (EMD)

1.5.4.2.1 Bidders shall submit, along with their Bids, EMD of **Rs Fifty thousand only**. EMD should be in the form of a Fixed Deposit or Bank Guarantee (in the format specified in **Appendix G**) issued by any Nationalized/Scheduled Indian bank in favor of **Uttar Pradesh Drugs & Pharmaceuticals Co. Ltd payable at Lucknow**.

1.5.4.2.2 It may be noted that no bidding entity is exempt from deposit of EMD along with its bid. Bids submitted by bidders without EMD shall be rejected.

1.5.4.2.3 The EMD of unsuccessful bidder will be returned to them without any interest, within 30 days after the signing of contract/lease agreement with the successful bidder.

1.5.4.2.4 The EMD of the successful bidder will be returned without any interest, after signing of the contract/ lease agreement.

1.5.4.2.5 EMD of a bidder may be forfeited without prejudice to other rights of the Nodal Authority, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to notice that the information /documents furnished in its bid is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the Successful Bidders' EMD will also be forfeited without prejudice to other rights of Nodal Authority, if it fails to sign the contract in accordance with this RFP.

1.5.4.3 Submission of Bids

The Bidder shall submit the bid in One Large Envelope superscripted with **Bid Reference Number along with Name and Communication Address of the Bidder**. The bid shall be made in 2 (Two) SEPARATE SEALED ENVELOPES, all placed within the large envelope, each superscripted with **Bid Reference Number along with Name and Communication Address of the Bidder**. The original bid documents are as given below:

1.5.4.3.1 The First Sealed Envelope shall be the **Technical Bid**, having all documentation spirally bound, numbered on each page, and shall be marked in bold letter as "**TECHNICAL BID**". It MUST comprise of the following for eligibility:

1.5.4.3.1.1 Forwarding Letter as per "**Appendix A**", confirming performing the assignment in case of Award of Contract.

- To be furnished by Bidder and in-case of Consortium by Lead Member on their Letterhead

1.5.4.3.1.2 Bid Cost Receipt/ Demand Draft towards the cost of Bid document to be attached in case bid document has been downloaded from website

- To be submitted by Bidder and in-case of Consortium by Lead Member

1.5.4.3.1.3 EMD in the form of Fixed Deposit Receipt / Bank Guarantee as per "Appendix G". Refer "Appendix G" - Format of Bank Guarantee for EMD for the required validity period.

- To be submitted by Bidder and in-case of Consortium by Lead Member

1.5.4.3.1.4 Particulars of the bidder as per "Appendix B".

- To be furnished by Bidder and in-case of Consortium by Each Member on their Letterhead along with the following documents

- 1.5.4.3.1.4.1 Copy of the Income Tax Returns Acknowledgement for the last 3 (three) Financial Years (2013-14, 2014-15 and 2015-16) alongwith confirmation that the Bidder is NOT insolvent.
- 1.5.4.3.1.4.2 Copy of CA Certified or Audited Financial / Account Statements for the last 3 (three) Financial Years (2013-14, 2014-15 and 2015-16).
- 1.5.4.3.1.4.3 Copy of the Certificate of Registration of CST, VAT and Service Tax, as applicable under the provisions of Law, with the concerned Authority, valid as on date of submission of Bid documents. In case of non-applicability of any of the mentioned certifications of registration, the Bidder shall provide a Declaration on its letter-head stating provisions under law for exemption.
- 1.5.4.3.1.5 Details of the property as per “**Appendix C**”.
- To be furnished by Bidder and in-case of Consortium by Lead Member on their Letterhead along-with supporting documents/certificates.
- 1.5.4.3.1.6 A Duly notarized declaration from the Bidder in the format given in “**Appendix D**” to the effect that it has neither been declared as defaulter nor blacklisted/debarred by any Competent Authority of Government of India or its Organizations or Government of any State or its Organizations or any PSU and should MANDATORILY make a declaration in case it has been, in the past or present, directly involved or been a party to any previous / ongoing CBI litigation or litigations involving criminal indictment / offence in a Court of Law. Refer proforma in “**Appendix E**”.
- To be furnished by the Bidder & In case of Consortium to be given separately by each member on a Non – Judicial Stamp Paper of Rs. 100 duly attested by Executive Magistrate / Public Notary
- 1.5.4.3.1.7 A Duly notarized valid Power of Attorney in favour of signatory to submitted bid documents, as per the Board Resolution or applicable provisions under Articles and Memorandum of Association. Refer “**Appendix H**” for Proforma for Power of Attorney.
- To be furnished by the Bidder & In case of Consortium by Lead Member on a Non – Judicial Stamp Paper of Rs. 100 duly attested by Executive Magistrate / Public Notary
- 1.5.4.3.2 The **Second Envelope** shall contain the financial Bid and shall be marked in bold letters as “**FINANCIAL BID**”. The price quoted shall be firm and shall be quoted in the format as per attached **Appendix F** only.

- 1.5.4.3.3 The bidder's Bid shall contain no interlineations or overwriting except as necessary to correct errors, in which cases such correction must be initialed by the person or persons signing the bid.
- 1.5.4.3.4 In case of discrepancy in the quoted prices, the price written in words will be taken as final and valid.
- 1.5.4.3.5 Please Note that Prices should not be indicated in the Technical Bid but should only be indicated in the Financial Bid.
- 1.5.4.3.6 The outer (larger) envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- 1.5.4.3.7 All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- 1.5.4.3.8 The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the Bids.
- 1.5.4.3.9 Cover Page and Forwarding Letter of the bid shall be initialed and stamped by the person or persons who sign the bid.

1.5.4.4 Bid Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of Bid, in providing any additional information required by Nodal Authority to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Nodal Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.5.4.5 Language

The Bid should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Bid, the English translation shall govern.

1.5.4.6 Late Bids

- 1.5.4.6.1 Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- 1.5.4.6.2 The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 1.5.4.6.3 Nodal Authority shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- 1.5.4.6.4 Nodal Authority reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

1.5.5 Evaluation Process

- 1.5.5.1 Nodal Authority will constitute a **Bid Evaluation Committee** to evaluate the responses of the bidders.
- 1.5.5.2 The bids will be scrutinized by the Bid Evaluation Committee appointed by the Nodal Authority to determine whether they are complete and meet the essential and important requirements, conditions set out by this RFP and whether the bidder is eligible and qualified as per criteria laid down in the Bid Enquiry Documents. The bids, which do not meet the aforesaid requirements and/or do not provide requisite supporting documents / documentary evidence required to meet eligibility criteria are liable to be treated as non-responsive and may be ignored or rejected.
- 1.5.5.3 The decision of the Nodal Authority as to whether the bidder is eligible and qualified or not and whether the bid is responsive or not shall be final and binding on the bidders. No correspondence will be entertained outside the process of negotiation/ discussion with the Bid Evaluation Committee.
- 1.5.5.4 The Bid Evaluation Committee may visit the property offered by bidders to ascertain the suitability of the property.
- 1.5.5.5 The bidders would be considered to have technically qualified for opening of their Financial Bids only after being considered to be technically responsive during evaluation of the Technical Bids submitted by them and Satisfactory Site Visit Report submitted by the Bid Evaluation Committee after visiting the property offered by the bidder.
- 1.5.5.6 Financial bids of only those bidders, who qualify on technical bid, will be considered and opened.

1.5.5.7 The Bid Evaluation Committee may co-opt representatives of one or more relevant Departments Agencies/Entities as may be deemed necessary.

1.5.5.8 The Bid Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their Bids

1.5.5.9 The Bid Evaluation Committee reserves the right to reject any or all Bids on the basis of any deviations.

1.5.5.10 Bid Opening

1.5.5.10.1 The Bids submitted up to on or before stipulated date and time, as indicated in Bid Data Sheet, will be opened at the venue indicated in Bid Data Sheet as per date and time indicated in Bid Data Sheet, by Selection Committee and/or Nodal Authority or any other Officer(s) authorized by Nodal Authority, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

1.5.5.10.2 The representatives of the bidders should be advised to carry the identity card or a letter of authority from their respective bidding entities to identify their bonafides for attending the opening of the Bid.

1.5.5.11 Bid Validity

The bids shall remain valid for acceptance for 180 days from the date of opening of Bids.

1.5.5.12 Bid Scrutiny

1.5.5.12.1 Initial Bid scrutiny will be held and incomplete details as given below may be treated as non-responsive. If Bids

1.5.5.12.1.1 Are not submitted in as specified in the RFP document

1.5.5.12.1.2 Received without the Letter of Authorization (Power of Attorney)

1.5.5.12.1.3 Are found with suppression of details

1.5.5.12.1.4 With incomplete information, subjective, conditional offers and partial offers submitted

1.5.5.12.1.5 Submitted without the documents requested, as set out **under Section 1.5**

1.5.5.12.1.6 Have non-compliance with any of the clauses stipulated in the RFP

1.5.5.12.1.7 With lesser validity period

1.5.5.12.2 All responsive Bids will be considered for further processing as below:

Nodal Authority will prepare a list of responsive bidders, who comply with all the Terms and Conditions of this bid. All eligible bids will be considered for further evaluation by a

Selection Committee according to the Evaluation process defined in this RFP document. The decision of this Committee will be final in this regard.

1.5.5.12.3 Evaluation for Eligibility: The bids will be evaluated for Eligibility to bid based on documents submitted. The following documents will be examined:

1.5.5.12.3.1 Bid Document Cost, EMD (Appendix G) – Non submission of these documents will lead to summary rejection of the bid and the bid will not be evaluated further.

*1.5.5.12.3.2 Submission of Eligibility Documents with respect to Technical Eligibility requirement as provided under **Section 1.6.1**.*

Non submission of Technical Eligibility documents will lead to the rejection of the bids.

1.5.5.12.4 Technical Evaluation of the bids- The eligible bidders will then be evaluated for Technical responsiveness as indicated in Section 1.6.1

1.5.5.12.5 The Technically Responsive Bidders may be then asked for opening of Financial Bid. The Financial bid evaluation will be based on the relevant stated Bid parameters. Any conditional bid, deviating from the bid conditions, will be rejected.

1.5.5.12.6 The bidders offering the **Lowest Rental Rate per Square Foot of Carpet Area Per Month, inclusive of all the applicable taxes & maintenance charges**, but exclusive of applicable Service Tax, as per the bid parameter will be the selected L-1 bidder and will be awarded the contract. Charges for electricity, water and power backup to be extra and to be paid on actuals.

1.5.5.13 Infirmity / Non-Conformity

The Nodal Authority may waive minor infirmity and/or non-conformity in a bid, provided it does not constitute any material deviation. The decision of the Nodal Authority as to whether the deviation is material or not, shall be final and binding on the bidders.

1.5.5.14 Bid Clarification

Wherever necessary, the Nodal Authority may, at its discretion, seek clarification from the Bidders seeking response by a specified date. If no response is received by this date, the Nodal Authority shall evaluate the offer as per available information.

1.6 Criteria for Evaluation

1.6.1 Technical Qualification Criteria

- 1.6.1.1** The Bidder shall be a **Sole Provider** (Legal Entity including OPC/ Company/ Society/ Trust/ LLP/ Partnership) or a Group of Legal Entities [**Maximum 3 (Three)**] coming together as Consortium to implement the Project. The Lead Member in case of Consortium should have at least 51% stake of the consortium and must also have all legal liabilities. In case of a Consortium, the Lead Member shall be legally responsible and shall represent the Consortium Members in all Legal Matters. The bidder cannot be an individual or group of individuals. The bidder should be registered as a Legal Entity such as Company registered under Companies Act, Partnership Act, Societies Registration Act, Trust Act or an equivalent law applicable in the Region/State/Country. A bidder cannot bid as a sole provider as well as a partner in a consortium. In support of this, the bidder's letter shall be submitted as per proforma in "**Appendix B**".
- 1.6.1.2 The Bidders are not presently blacklisted by the Nodal Authority or by any State Govt. or its organizations, by Govt. of India or its organizations or PSUs. Bidder/ Each Member (in case of consortium) should submit declaration as per "**Appendix D**".
- 1.6.1.3 The bidder shall not be involved in any pending/ongoing CBI Litigations/Criminal Litigations with any Government Agency/ State/Central department/ State/Central Government. Bidder/ Each Member (in case of consortium) should submit declaration as per "**Appendix D**".
- 1.6.1.4** The property should be located within a radius of 05 (Five) KM of Hazratganj, Lucknow. Bidder/ Lead Member (in case of consortium) should submit declaration as per "**Appendix C**".
- 1.6.1.5 The Property should be located beside at least a 4 lane road with entrance and exit of the building opening on this 4 lane road. Bidder/ Lead Member (in case of consortium) should submit declaration as per "**Appendix C**".
- 1.6.1.6 Property offered on lease rental basis should be legally permitted for office use. Copy of approvals from concerned authorities for the required usage needs to be enclosed.
- 1.6.1.7 Property offered on lease/ rental basis should be free from litigation including disputes in regard to ownership, pending taxes, electricity bills/ water bills /other dues etc. (Copy of affidavit from the owner or Power of Attorney holder needs to be submitted.)
- 1.6.1.8 Attested/ self-certified copy of lay out sketch of approved plan of the offered property needs to be submitted.

- 1.6.1.9 Attested/ self-certified copy of completion certificate issued by the competent authority needs to be submitted
- 1.6.1.10 Attested/ self-certified copy of valid NOC/ Approval from the concerned Fire Service Department needs to be submitted.
- 1.6.1.11 Bidder/ Lead Member (in case of a consortium) should be the owner or authorized representative of the owner of the property offered on lease/ rental basis.
- 1.6.1.12 **Site Visit Report:** The Bid Evaluation Committee may visit the property offered by bidders to ascertain the suitability of the property.

The bidders would be considered to have technically qualified for opening of their Financial Bids only after being considered to be technically responsive during evaluation of the Technical Bids submitted by them on Section 1.6.1 and Satisfactory Site Visit Report (Clause 1.6.1.12) submitted by the Bid Evaluation Committee after visiting the property offered by the bidder

1.6.2 Technically Responsive Bid(s)

All bids meeting the criteria set out in **Section 1.6.1** shall be considered as Technically Responsive and eligible for Financial Bid opening.

1.6.3 Financial Bid Evaluation

- 1.6.3.1 The Financial Bids of technically qualified/responsive bidders will be opened on the prescribed date in the presence of bidder representatives.
- 1.6.3.2 The Financial bid evaluation will be based on the relevant stated Bid parameters. Any conditional bid, deviating from the bid conditions, will be rejected.
- 1.6.3.3 The bidder offering the lowest **Rental Rate per Square Foot of Carpet Area Per Month, inclusive of** all the applicable taxes & maintenance charges, but exclusive of applicable Service Tax, as per the bid parameter will be the selected L-1 bidder and shall be called for further process leading to the award of the Contract. Charges for electricity, water and power backup to be extra and to be paid on actuals
- 1.6.3.4 The price quoted shall be firm and shall be quoted in the format as per attached Appendix F only.

- 1.6.3.5 Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

1.7 Appointment of the Successful Bidder as Service Provider

1.7.1 Award Criteria

Nodal Authority will award the Contract to the successful bidder whose Bid has been determined to be technically responsive and having the least cost Financial Bid as per the process outlined in this RFP.

1.7.2 Right to Accept Any Bid and to Reject Any or All Bid(s)

Nodal Authority reserves the right to accept or reject any Bid, and to annul the bidding process / Public procurement process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Nodal Authority action.

1.7.3 Notification of Award

- 1.7.3.1 The Nodal Authority shall issue the Notice for Award or Letter of Intent/Award of the Contract to the successful bidder within the bid validity period.
- 1.7.3.2 The successful bidder will be required to sign and submit the contract unconditionally within 21 days of receipt of such communication. (Lease Deed)
- 1.7.3.3 The Letter of Award (LOA / LOI) will be issued by Managing Director, UPDPL.
- 1.7.3.4 In case the bidding process / public procurement process has not been completed within the stipulated period, Nodal Authority, may like to request the bidders to extend the validity period of the bid.
- 1.7.3.5 The notification of award will constitute the formation of the Contract. Upon the successful bidder's signing of contract, Nodal Authority will notify each unsuccessful bidder and return their EMD.

1.7.4 Modification to Contract

The Contract when executed by both the parties shall constitute the entire Contract between the parties in connection with the jobs / services and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of both the parties.

1.7.5 Signing of Contract

- 1.7.5.1 After the Nodal Authority notifies the successful bidder that its Bid has been accepted, Nodal Authority shall enter into a contract, incorporating all clauses, pre-bid clarifications and the Bid of the bidder between Nodal Authority and the successful bidder.
- 1.7.5.2 The Draft Legal Contact Agreement is provided as a separate document, and has been attached herewith this RFP bid document. (Lease Deed)
- 1.7.5.3 The Contract will be signed between Managing Director, UPDPL and selected bidder.
- 1.7.5.4 The Implementing, Monitoring Authority and Payment Authority will be Managing Director, UPDPL.

1.7.6 Failure to Agree with the Terms and Conditions of the RFP and its Contract Agreement

- 1.7.6.1 Failure of the successful bidder (L1) to agree with the Draft Contract Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Nodal Authority may forfeit the EMD submitted by the successful bidder (L1) and award the contract to the next technically responsive and most economical bidder (L2: having next best least cost and is technically responsive) or call for new Bids from the interested bidders.

1.7.7 Compliance to Statutory Requirements

The Service Provider shall comply with all statutory provisions including but not limited to relevant statutory provisions of Central/State Government and Municipal authorities including Fire Department for use of the proposed premises as office premises.

1.7.8 Income Tax Deduction at Source

Income tax deduction at source shall be made at the prescribed rates from the Service Provider's invoices / bills. The deducted amount will be reflected in the requisite Form, which will be issued at the end of the financial year.

1.8 Scope of Work

1.8.1 General Project Overview

The Service Provider will provide furnished/ unfurnished office space on lease rental basis, preferably on a single floor, with a carpet area of approximately 10,000 square feet with all facilities including adequate power, drinking water supply, provision of central air-conditioning, fire safety and dedicated parking space for at least 16-20 cars & 70-75 Two Wheelers within a radius of 5 (five) KM of Hazratganj, Lucknow, Uttar Pradesh. Ownership status of all movable and non-movable assets created from the investments made by the Service Provider shall remain with the Service Provider.

1.8.2 Work Description

The obligations of the Service Provider under this contract shall include the following commitments.

- 1.8.2.1 The property offered should be preferably in the form of an open hall approved for Commercial/ Institutional/Office use in a single floor. In case, multiple floors are offered, it should be on successive floors with provision for dedicated entry for movement between the multiple floors. Evidence of appropriate approvals for commercial/ institutional/office use of the property must be submitted with Technical Bid.
- 1.8.2.2 The carpet area of the property should be approximately 10,000 square feet.
- 1.8.2.3 If the property offered is in a multi-storey building, appropriate provisions for lift should be available.
- 1.8.2.4 The location of the offered property should be within a radius of 05 (five) KM of Hazratganj, Lucknow. Nothing contained in this clause shall however, prohibit Nodal Authority to accept the properties offered at farther locations, if the terms and the facilities/features are found to be attractive and meeting the requirement of the Authority.
- 1.8.2.5 Adequate space for parking should be available to park about 16-20 cars and 70-75 two wheelers.
- 1.8.2.6 The property should have provision for the 24 hours electricity supply as per the requirement of Authority and there should be a separate electric meter for use of UPDPL only.
- 1.8.2.7 The property should have provision for adequate water supply including drinking and utility facilities.

- 1.8.2.8 There should be enough arrangement for public utilities (Toilets, etc) for men and women, separately.
- 1.8.2.9 There should be appropriate provisions/arrangements for periodic maintenance (civil/electrical wear & tear as well as whitewashing/painting etc) of the building/property offered and these provisions/arrangements should be elaborately indicated in the Technical Bid submitted.
- 1.8.2.10 The property offered should have adequate space for installation of UPS/units of split AC etc.
- 1.8.2.11 The responsibility for payment of all kind taxes such as property tax, Municipal tax etc in connection with the property offered shall be of the Owner/Bidder and updated copies of all tax receipts should be attached with the bids. The property tax, water tax etc levied by Local Govt. Central Govt. and maintenance of common area are to be borne by the Owner/Bidder.
- 1.8.2.12 The Property offered should be well connected by public transport and should be easily accessible.
- 1.8.2.13 The Property should be located beside at least a 4 lane road with entrance and exit of the building opening on this 4 lane road.
- 1.8.2.14 Sufficient space for watch and ward staff should be available. Also the corridors, staircases etc. should be sufficiently wide.
- 1.8.2.15 Possession of the property will be handed over to Authority within 30 days from the signing of the contract and rent shall be payable from the date of possession.
- 1.8.2.16 The property offered should have adequate security cover and fire safety measures, installed as per the requirements of concerned Fire Service Authorities.
- 1.8.2.17 The property offered should be free from any liability and litigation with respect to its ownership, lease/renting and there should be no pending payments against the same.

- 1.8.2.18 Clearances/No Objection Certificates from all relevant Central/State Government and Municipal authorities including Fire Department for use as office premises conforming to the municipality Rules/Bye-laws alongwith the documents in support of ownership of Building/Land and construction thereon must be submitted with the Technical Bid. Also, copies of approved plan of the property offered should be submitted along with the Technical Bid.
- 1.8.2.19 The bid will be acceptable only from original owner or authorized representative of the owner of the property. Nodal Authority shall not pay any Brokerage for the offered property.

1.8.3 Liquidated Damages

- 1.8.3.1 Possession of the property will be handed over to Authority within 30 days from the signing of the contract and rent shall be payable from the date of possession. In case of extension / renewal of the contract with the same Service Provider for an additional term, this time period shall not be valid. After the lapse of this period, Liquidated Damage will be applicable at the rate of **Rs 10,000 per day of delay** in handing over possession of the property to the authority. This will be recoverable from the monthly rent to be paid to the Service Provider, and up to a maximum of 5% of the signed contract value (Maximum Value). Upon reaching the Maximum Value, this contract will be terminated as per termination procedure.

1.9 Payment Terms

- 1.9.1 The **Managing Director, UPDPL** will be the Paying Authority.
- 1.9.2 Payment of rent will be made on monthly basis as per the terms of the lease agreement signed between the Nodal Authority and the Service Provider after deduction of the tax at source (TDS) as applicable from time to time.
- 1.9.3 The lease rent shall remain fixed for the first THREE years of the contract, followed by an increase of **15%** at the end of THIRD, SIXTH & NINTH year. For eg:
- 1.9.3.1 Rental Rate during the Fourth, Fifth & Sixth year will be equal to:
(Rental Rate during the first THREE year period) x (1.15)
- 1.9.3.2 Rental Rate during the SEVENTH, EIGHTH & NINTH year will be equal to:
(Rental Rate during the first THREE year period) x 1.15x 1.15
- 1.9.3.3 Rental Rate during the TENTH year will be equal to:
(Rental Rate during the first THREE year period) x 1.15x 1.15x 1.15

1.10 Other Terms and Conditions of the RFP and Contract

1.10.1 Downstream Work

The Nodal Authority does not guarantee, support or state the possibility of any downstream work arising of this contract. Downstream work and its procurement/bidding process strictly follows the Government of India defined Conflict of Interest clauses.

1.10.2 Fraud and Corrupt Practices

- 1.10.2.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Nodal Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Nodal Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Nodal Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.
- 1.10.2.2 Without prejudice to the rights of the Nodal Authority under Clause above and the rights and remedies which the Nodal Authority may have under the LOI or the Agreement, if a Bidder / Service Provider, as the case may be, is found by the Nodal Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Service Provider shall not be eligible to participate in any Bid or RFP issued by the Nodal Authority during a period of 2 (two) years from the date such Bidder or Service Provider, as the case may be, is found by the Nodal Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 1.10.2.2.1 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- 1.10.2.2.1.1 *“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Nodal Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Nodal Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Nodal Authority in relation to any matter concerning the Project;*
- 1.10.2.2.1.2 *“fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;*
- 1.10.2.2.1.3 *“coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;*
- 1.10.2.2.1.4 *“undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Nodal Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and*
- 1.10.2.2.1.5 *“restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.*

1.11 Conflict of Interest

- 1.11.1.1 A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Nodal Authority shall forfeit and appropriate the EMD, if available, a mutually agreed genuine pre-estimated compensation and damages payable to the Nodal Authority for, inter alia, the time, cost and effort of the Nodal Authority including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to the Nodal Authority hereunder or otherwise.
- 1.11.1.2 The Nodal Authority requires that the Service Provider provides solutions which at all times hold the Nodal Authority’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Service Provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Nodal Authority.
- 1.11.1.3 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- 1.11.1.3.1 the Bidder, its consortium member (the “**Member**”) or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; *provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:*
- 1.11.1.3.2 where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- 1.11.1.3.2.1 *a constituent of such Bidder is also a constituent of another Bidder; or*
- 1.11.1.3.2.2 *such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or*
- 1.11.1.3.2.3 *such Bidder has the same legal representative for purposes of this Application as any other Bidder; or*
- 1.11.1.3.2.4 *such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or*
- 1.11.1.3.2.5 *there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. While working upon this particular assignment, the Service Provider shall not take up any assignment that by its nature will result in conflict with the present assignment; or*

1.12 Damages for Mishap/Injury

The Nodal Authority shall not be responsible for damages of any kind or for any mishap/injury/accident caused to any personnel/property of the bidder while performing duty in the premises as provided by the Service Provider. All liabilities, legal or monetary, arising in that eventuality shall be borne by the Service Provider.

1.13 Termination of Contract

- 1.13.1.1 The Nodal Authority may terminate the contract under following circumstances: If the successful bidder withdraws its bid after its acceptance or fails to fulfill any other contractual obligations. In that event, the Nodal Authority will have the right to purchase the services from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The Earnest Money deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the Nodal Authority.
- 1.13.1.2 The following conditions will be treated as failure to fulfill the key contractual obligation:
 - 1.13.1.2.1 Criminal Indictment and excess and/or forged billing to the Nodal Authority/ Paying Authority
 - 1.13.1.2.2 Insolvency
 - 1.13.1.2.3 Failure to commence the services even after reaching the maximum Liquidated Damages.

1.13.1.3 The Service Provider will be served a notice of termination by the Nodal Authority and will be required to respond within 30 days failing which the services will be treated as Terminated.

1.13.1.4 In that event, the Nodal Authority will have the right to purchase the services from next eligible bidder and the extra expenditure on this account shall be recoverable from the defaulter. The earnest money deposited by the defaulter shall also be recovered to pay the balance amount of extra expenditure incurred by the Nodal Authority.

1.14 Arbitration

1.14.1.1 If dispute or difference of any kind shall arise between the Nodal Authority and the Service Provider in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

1.14.1.2 If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the Nodal Authority or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India and the rules there under. Any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. Arbitral Tribunal shall consist of three Arbitrators. Each Party shall appoint one Arbitrator and both Arbitrators shall appoint Presiding Arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person, appointed by the party appointing the outgoing Arbitrator, to act as the new Arbitrator. Such person shall be entitled to proceed with the matter from the stage at which it was left by his predecessor. The Arbitrator shall give reasoned award in case the amount of claim in reference exceeds Rupees 1 Lakh (Rs.1,00,000/-)

1.14.1.3 Work under the contract, notwithstanding the existence of any such dispute or difference, shall continue during arbitration proceedings and no payment due or payable by the Nodal Authority or the Service Provider shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.

1.14.1.4 Reference to arbitration shall be a condition precedent to any other action at law.

1.14.1.5 Venue of Arbitration: The venue of arbitration shall be Lucknow.

1.14.2 Applicable Law and Jurisdiction of Court

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Court located at Lucknow shall have jurisdiction to decide any dispute arising out of or in respect of the contract. It is specifically agreed that no other Court shall have jurisdiction in the matter.

Appendix A: Forwarding Letter

(To be submitted by Bidder and in-case of Consortium by Lead Member on their Letterhead)

Date: _____

To
The Managing Director, UPDPL
A-5, Industrial Area, Kanpur Road,
Lucknow – 226008, Uttar Pradesh, India

Subject: Forwarding Letter – RFP for Hiring of office space for UPDPL on lease rental basis at Lucknow, Bid Reference Number _____

Dear Sir/Ma'am,

1. We M/s _____ [*Names of all the Entities to be mentioned*] participating in this Bid as _____ [*Participation Status of the Bidder shall be mentioned – Single Entity/Consortium*] are submitting, herewith our bid for providing office space for UPDPL on lease rental basis at Lucknow.

We are enclosing Demand Draft No _____, Dated _____ (Amount Rs _____) towards Bid Document Cost/Fee (if document has been downloaded from website) and FD/BG No _____ Dated _____ (Amount Rs _____) towards Earnest Money Deposit (EMD), drawn on _____ Bank in favour of **Uttar Pradesh Drugs & Pharmaceuticals Co. Ltd payable at Lucknow.**

2. We agree to accept all the Terms & Condition stipulated in your Bid enquiry.
3. We agree to keep our **Price offer** valid for the period stipulated in your Bid Enquiry.

Enclosures:

- 1.
- 2.
- 3.

Name and Signature of the Authorized Signatory: _____

Name of the Bidder: _____

Seal of the Bidder: _____

Appendix B: Bidder's Information*(To be furnished by Bidder and in-case of Consortium by Each Member on their Letterhead)*

1. Name of the Bidder/Member (in-case of Consortium):
2. Full Registered Address:
 - Phone/Mobile Number:
 - Fax Number:
 - Email ID:
3. Type of Entity: OPC/Company/Society/Trust/LLP/Partnership

4. Details of Participating Entity for Bid: Single Entity/Consortium

Note: *In-case of Consortium, kindly mention name and % stake of all the members in Consortium. Also, kindly attach a Consortium Agreement between all the Members (with Lead Member should have at least 51% stake of the Consortium, who shall be legally responsible for the Consortium and its member) shall be executed on a Non – Judicial Stamp Paper of Rs. 100 duly attested by Executive Magistrate / Public Notary.*

5. Registration Numbers (as applicable):

Particulars	Details
PAN No.	
Service Tax Registration No.	
CST Registration No.	
VAT Registration No.	

Note: *Kindly attach attested copy of the certifications that apply. In case of non-applicability of any of the mentioned Certifications of Registration, the Bidder shall provide a Declaration on its letter-head stating provisions under law for exemption*

6. Copy of CA Certified or Audited Financial / Account Statements for the last 3 (three) Financial Years (2013-14, 2014-15 and 2015-16) along with confirmation that the Bidder is not insolvent.
7. Copy of the Income Tax Returns Acknowledgement for the last 3 (three) Financial Years (2013-14, 2014-15 and 2015-16)
8. Details of the property being offered by the Bidder. Refer to **“Appendix C”**.
9. Brief write-up about the OPC/Company/Society/Trust/LLP/Partnership. (use extra sheet if necessary)

Date _____

Place _____

Name and Signature of the Authorized Signatory: _____

Name of the Bidder: _____

Seal of the Bidder: _____

Appendix C: Property Details*(To be furnished by Bidder and in-case of Consortium by the Lead Member)*

S.No.	Subject	Particulars
1.	Full particulars of the legal owner(s) of the offered property: a) Name b) Address c) Telephone Nos. d) Email ID e) PAN number & TAN number (copies to be enclosed) f) Copy of the ownership document	
2.	Full particulars (with complete contact details e.g., postal address, phone number, mobile number and e- mail ID) of the person(s) offering the property on lease rental basis and submitting the tender	
3.	Status of the applicant with regard to the property offered (enclose certificate of authorized signatory from CEO, if the owner is a firm, Society etc. and power of attorney if the applicant is other than the owner).	
4.	a) Location and address of the offered property b) Floor at which offered property is situated c) Distance (approximate) from Hazratganj, Lucknow	
5.	Total carpet area offered for rent (floor wise) in square feet	
6.	Lay out sketch of approved plan of the offered property to be enclosed	
7.	Particulars of completion certificate. Enclose attested/ self-certified copy of completion certificate issued by the competent authority.	
8.	Whether property offered is legally permitted for office use or not? (Enclose copy of approvals from concerned authorities for the required usage)	
9.	Whether property offered on lease/ rental basis is free from litigation including disputes in regard to ownership, pending taxes, electricity bills/ water bills /other dues etc. (Enclose copy of affidavit from the owner or Power of Attorney holder)	
10.	Vehicle parking facilities (Indicate capacity of vehicle parking space in terms of number of cars and two wheelers, separately)	
11.	Provide the details of furnishing, if any	
12.	a) Indicate whether there are any conditions for carrying out partitioning as per requirement of Nodal Authority. b) Whether modification in internal plan is permitted in case of constructed rooms	
13.	Number of lifts and their carrying capacity. Provide details of make, year of installation & status of working etc.	

14.	Number of Toilets (floor wise), with details of capacity of each toilet i.e. Urinals, Commodes and Wash Basin (separately for men and women).	
15.	a) Whether running water, both drinking and otherwise, is available round the clock. b) Whether sanitary and water supply installations have been provided.	
16.	a) Whether electrical installations and fittings, power plugs, switches etc., are provided or not. b) Whether provision for Air conditioning with power points is available or not?	
17.	a) Sanctioned electricity load b) Whether bidder is willing to get the electricity load increased in case Nodal Authority needs c) Availability of separate electrical metering/sub meter d) Arrangements for maintenance.(Electrical)	
18.	a) Details of power backup facilities b) Arrangements for regular repairs and maintenance of such 'Power Back Up' facility.	
19.	Details of Fire Safety Mechanism along with particulars of NOC/ Approval of Fire Service Department (Copy of NOC/ certificate to be enclosed).	
20.	Provisions for regular repairs and maintenance and special repairs, if any of the building	
21.	The period and time when the said accommodation could be made available for occupation after the approval by Nodal Authority	
22.	Validity period of the bid	
23.	Confirm whether the owner of the building is agreeable to lease the property to Nodal Authority for a period of TEN Years with a possible extension of One year depending upon mutually agreed terms.	
24.	Indicate whether the Property is located beside at least a 4 lane road with entrance and exit of the building opening on this 4 lane road.	
25.	Any other salient aspect of the property, which the bidder may like to mention.	

Declaration:

- a. I have read and understood the detailed terms and conditions applicable to the subject offer as supplied with the bid documents and agree to abide by the same in totality.
- b. It is herewith declared that the particulars of the offered property is/are true and correct as per my knowledge and belief and in the event of any of the same being found to be not true,/I/We shall be liable to such consequences/lawful action as Nodal Authority may wish to take.
- c. Documents to be submitted:
 - i) Copy of Ownership Proof and Receipt of Property Tax.

Signature & Seal of the legal owner(s)
/Authorised representative through
POA (Power Of Attorney)

Attach extra sheet for above Performa if required

Appendix D: Declaration by the Bidder

(To be furnished by the Bidder & In case of Consortium to be given separately by each member)

on a Non – Judicial Stamp Paper of Rs. 100 duly attested by Executive Magistrate / Public Notary

1. I, the undersigned, do hereby certify that all the statements made in our bid are true and correct.
2. The undersigned hereby certifies that neither our _____ (*Please mention: OPC / Company / Society / Trust / LLP / Partnership*) M/s _____ nor any of its Directors/President/Chairperson/Trustee has abandoned any work for the Government of Uttar Pradesh or any other State Government or Government of India during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that neither our _____ (*Please mention: OPC / Company / Society / Trust / LLP / Partnership*) M/s _____ nor any of its Directors / President / Chairperson / Trustee have been debarred / blacklisted by Government of Uttar Pradesh, or any other State Government or Government of India for any work.
4. The undersigned further certifies that
 - a. Our _____ (*Please mention: OPC / Company / Society / Trust / LLP / Partnership*) M/s _____ has not been criminally indicted or punished for any offence, nor is/are any criminal case(s) pending before any Competent Court; and/or
 - b. The Directors / President / Chairperson / Trustee of our _____ (*Please mention: OPC / Company / Society / Trust / LLP / Partnership*) M/s _____ criminally indicted or convicted of any offence nor is/are any criminal case(s) or pending before any Competent Court.
 - c. We have not been found guilty and are not found to be involved in any pending /ongoing CBI or Criminal Litigations. In case of any pending /ongoing litigation(s) of the aforementioned nature, involving our _____ (*Please mention: OPC / Company / Society / Trust / LLP / Partnership*), we agree to declare the same.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by Managing Director, UPDPL, to verify this statement or regarding my (our) competence and general reputation.
 - a. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Managing Director, UPDPL

Signed by an Authorized Signatory of the Bidder: _____

Title of Officer: _____

Name of the Bidder/Member (in-case of Consortium): _____

Date: _____

Place: _____

Appendix E: Litigation Declaration Proforma

(If Applicable, to be furnished by the Bidder & In case of Consortium to be given separately by each member on their Letterhead, wherever applicable)

S. No.	Particulars	Inputs / Remarks / Details
1.	Case Name	
2.	Case Number	
3.	Government Order No. and details, if applicable	
4.	Name of the Court	
5.	Jurisdiction in which Case was Filed	
6.	Name(s) of Litigant(s)	
7.	Describe Nature of Litigation	
8.	Outcome of the Case	
9.	Any Additional Information	

(Attach extra sheet for above Performa if required).

Name and Signature of the Authorized Signatory: _____

Name of the Bidder: _____

Seal of the Bidder: _____

Appendix F: Financial Bid

(To be furnished by Bidder and in-case of Consortium by Lead Member on their Letterhead)

Terms and Conditions of the Price offerings:

1. A **SINGLE PRICE** needs to be quoted by the Bidder, for providing office space to UPDPL on lease rental basis at Lucknow as defined in the Scope of Work.
2. Bidders quoting conditional pricing or different prices for different procedures will be rejected straight way at the time of opening of the Financial Bid.
3. The Financial Bid Price quoted by the Bidder shall be the **Rental Rate per Square Foot of Carpet Area Per Month, inclusive of** all the applicable taxes & maintenance charges, but exclusive of applicable Service Tax. Charges for electricity, water and power backup to be extra and to be paid on actuals.
4. The lease rent shall remain fixed for the first THREE years of the contract, followed by an increase of **15%** at the end of THIRD, SIXTH & NINTH year. For eg:
 - 4.1. Rental Rate during the Fourth, Fifth & Sixth year will be equal to:
(Rental Rate during the first THREE year period) x (1.15)
 - 4.2. Rental Rate during the SEVENTH, EIGHTH & NINTH year will be equal to:
(Rental Rate during the first THREE year period) x 1.15 x 1.15
 - 4.3. Rental Rate during the TENTH year will be equal to:
(Rental Rate during the first THREE year period) x 1.15 x 1.15 x 1.15
5. Quote as per the PRICE SCHEDULE provided herein

Name of the Bidder:

#	Address of Property (A)	Carpet Area (in Square Feet) (B)	Rental Rate per Square Foot of Carpet Area Per Month (in Rupees)	
			in figures (C)	in Words (D)
1.				

Signature of the Authorized Signatory _____

Name and Designation of the Authorized Signatory _____

Seal of the Bidder: _____

Appendix G: Proforma for Bank Guarantee for Earnest Money Deposit (EMD)
(To be issued by any Indian Scheduled Commercial Bank)

Whereas M/s _____ (hereinafter called the “Bidder”) has submitted their offer dated _____ for the supply of under “RFP for Hiring of Office Space for UPDPL on Lease Rental Basis at Lucknow” (hereinafter called the “Project”) against Nodal Authority’s Bid Reference Number _____

KNOW ALL MEN by these presents that WE M/s _____ of _____ having registered office at _____ are bound unto Managing Director, UPDPL (hereinafter called the “Nodal Authority”) in the sum of Rs. _____ (Rupees _____ only) for which payment will and truly to be made in favour of **Uttar Pradesh Drugs & Pharmaceuticals Co. Ltd. payable at Lucknow**, the Bank binds itself, its successors and assigns by these presents.

Sealed with Common Seal of the said bank this _____ day of _____ 20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

- 1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the Period of Validity of this Bid.
- 2) If the Bidder having been notified of the acceptance of his Bid by the Nodal Authority during the Period of its Validity,
 - a. Fails or refuses to accept/execute the Contract.

We undertake to pay the Nodal Authority up to the above amount upon receipt of its first written demand, without the Nodal Authority having to substantiate its demand, provided that in the demand the Nodal Authority will note that amount claimed by it is due to its owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including **45 (Forty-Five) days** after the period of Bid validity and any demand in respect of should reach the Bank not later than the above date.

Signature of the Authorized Officer of the Bank: _____

Name and Designation of the Officer: _____

Seal, Name and Address of the Bank/Branch: _____

Appendix H: Format for Power of Attorney for Signing of Proposal

(To be furnished by the Bidder & In case of Consortium by Lead Member)

On a Non – Judicial Stamp Paper of Rs. 100 duly attested by Executive Magistrate / Public Notary

POWER OF ATTORNEY

Know all men by these present, we _____ (*Name and Address of the Registered office of the Single Entity / Lead Member*) do hereby constitute, appoint and authorise Mr. / Ms. _____ R/o _____ (*Name and Address of Residence*) who is presently employed with us and holding the position of _____ as our Authorised Representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the Consortium consisting of _____ and _____ (*Please state the Name and Address of the Members of the Consortium*) for “RFP for Hiring of Office Space for UPDPL on Lease Rental Basis at Lucknow” (the “Project”), including signing and submission of all documents and providing information / responses to Managing Director, UPDPL, representing us in all matters in connection with our bid for the said Project.

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.

This Power of Attorney shall be effective, binding, and operative till _____, if not revoked earlier or as long as the said Attorney is in the service of the Company, whichever is earlier.

For: _____ (Signature)

(Name, Title and Address)

Accept: _____ (Signature)

(Name, Title and Address of the authorised representative)

Notes:

- 1. To be executed by the Single Entity or the Lead Member in case of a Consortium.*
- 2. The mode of execution of 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.*

3. *Also, wherever required, the executant(s) 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 executant(s).*

4. *For a Power of Attorney executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being executed. However, a Power of Attorney executed in a country that has signed The Hague Legalization Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Apostille certificate.*