UTTARAKHAND TOURISM DEVELOPMENT BOARD, (UTDB)
PT. DEEN DAYAL UPADHYAY, PARYATAN BHAWAN,
NEAR O.N.G.C. HELIPAD, NIMBUWALA,
GARHI CANTT, DEHRADUN 248 003
Ph. ***91-135-2559898, Fax, 91-35-2559988***

Invites

Request for Proposal

For

Operation, Maintenance and Management of Tourist Rest House at Birthi, Pithoragarh (Uttarakhand)

(This document is meant for exclusive purposes of submitting the proposal against this RFP and shall not be, reproduced or otherwise used for purposes other than that for which it is specifically issued.)

Issued on 17.04.2025
Client: Chief Executive Officer (CEO)
Uttarakhand Tourism Development Board
Pt. Deen Dayal Upadhyay, Paryatan Bhawan,
Near O.N.G.C. Helipad, Nimbuwala,
Garhi Cantt, Dehradun

DISCLAIMER

The information contained in this Request for Proposals document ("RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to Bidders 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 or an offer by the Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders may be 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 Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The Client 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 Client 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.

The issue of this RFP does not imply that the Client is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the assignment and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

Proposal Submission Procedure: -

(a) The proposal documents shall be published online on the e-Government Procurement System (e-GPS) portal i.e. http://www.uktenders.gov.in on the date and time as mentioned in the tender time schedule (Key Dates).

(b) The Proposal must be submitted online through www.uktenders.gov.in only within the scheduled time. Submission of the proposal in any other mode shall not be entertained and shall be rejected. The e-portal shall not accept any late proposal as per Server clock.

(c) All the interested bidders are required to register on e-GPS portal i.e. http://www.uktenders.gov.in which is free of cost.

(d) The bidder is also required to obtain Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). Digital Signature is mandatory to participate in the e-tendering. More information on how to obtain a DSC and also its use is available under the link "Information about DSC" on the e-GPS portal i.e. http://www.uktenders.gov.in. Bidders already possessing the digital signature issued from authorized CAs can use the same in these tenders.

(e) Proposals shall be submitted online on the same e-GPS portal i.e. http://www.uktenders.gov.in after signing them electronically using a Digital Signature Certificate (DSC) within the stipulated time as mentioned in tender time schedule (Key Dates). Online Proposals, ready for submission / upload, shall include bidding document, scanned copy of Cost of bidding document, proposal security & all the Supporting Documents in support of qualification other than rates filled by the bidder in BOQ.

(f) Offline submission of Original Documents: - The bidders are also required to submit original documents listed in Clause 13 of I.T.B., either by registered post / speed post / courier or by hand, in the office UTDB Dehradun within prescribed time. UTDB will not be responsible for any reason for non-receipt of the required original documents within prescribed time.

(g) Proposals will be opened in the office of the UTDB, Dehradun by the designated Tender Opening Committee in the presence of intending bidders or their authorized representatives on the date and time as mentioned in tender time schedule (Key Dates) If the office happens to be closed on the date of opening of the Proposals as specified, the proposals will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of proposals.

(h) The proposals shall remain valid for a period not less than 120 days from deadline date of proposal submission.

(i) Bidders are advised to visit the respective sites before quoting their rates. Once the proposals are accepted, no claim whatsoever will be acceptable.

(j) A pre-proposal meeting to clarify the issues regarding the tenders is proposed to be held in the Office UTDB Dehradun on date & time as stipulated in ITB Clause 12.

(k) Any Addendum / Corrigendum including any date extension and clarifications will be uploaded on www.uktenders.gov.in and will not be published in newspapers. Hence, interested bidders should regularly visit this website to keep them abreast with the latest developments

(l) UTDB shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any proposal updates, the Authority shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this proposal.

No.: 226/2-4-94(II)/2025-26 Dated: 16.04.2025

LETTER OF INVITATION

1. Uttarakhand Tourism Development Board (UTDB) invites proposals from the eligible bidders for **Operation, Maintenance and Management of Tourist Rest House (TRH) at Birthi, Pithoragarh (Uttarakhand)**. More details are provided in the Scope of Work in this RFP.

2. The Bidder offering **Highest Annual Fees** above the minimum prescribed threshold of INR 5,00,000 (Rupees Five Lakh only) per annum to the Client shall be the successful bidder as described in this RFP and in accordance with Uttarakhand Procurement Rules, 2017.

3. The Technical and Financial Proposals shall be submitted online through www.uktenders.gov.in only. No other mode of submission shall be accepted / considered. The Bidders will submit the proposal by the date & time indicated in RFP.

Yours sincerely,

Chief Executive Officer (CEO)
Uttarakhand Tourism Development Board
Pt. Deen Dayal Upadhyay, Paryatan Bhawan,
Near O.N.G.C. Helipad, Nimbuwala,
Garhi Cantt, Dehradun– 248 003
E-mail: pppcell.utdb@gmail.com

I. INSTRUCTION TO BIDDER (ITB)

Uttarakhand Tourism Development Board (UTDB) invites proposals through e-procurement portal for **Operation, Maintenance and Management of Tourist Rest House (TRH) at Birthi, Pithoragarh (Uttarakhand)** as per details given in this tender following Uttarakhand Procurement Rules, 2017.

1. Definitions:

(a) "**Client**" means the Agency who have invited the Proposals and/ or with which the selected Bidder signs the Contract for the Services and to which the selected Bidder shall provide services as per the terms and conditions and Scope of Work of the contract.

(b) "**Bidder**" means any entity or person or associations of person who have been requested to submit their proposals.

(c) **"Contract**" means the Contract signed by the Parties and all the attached documents.

(d) "**Day**" means calendar day.

(e) "**Government**" means the Government of Uttarakhand.

(f) "**Instructions to Bidders**" means the document which provides Bidders with information needed to prepare their proposals.

(g) "**Proposal**" and "Bid" means the Technical Proposal and the Financial Proposal.

(h) **"RFP**" means the Request for Proposal prepared by the Client for the selection of Bidders.

(i) "**Assignment / job**" means the work to be performed by the Bidder pursuant to the Contract.

(j) "**Sub-contract**" means any person or entity with whom the Bidder subcontracts any part of the Assignment/job.

(k) "**Scope of Work**" means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Bidder.

(l) **Good Industry Practice** shall mean practices, methods, techniques and standards as changed from time to time that are generally accepted for use in the infrastructure, construction and real estate industry or any other good industry practice which is relevant to the said project.

(m) "**Services**" means the work to be performed by the Bidder pursuant to the contract.

(n) **"Document Fees"** means the amount to be paid to UTDB as Charges for the Bid Document/RFP.

(o) **"Proposal Security"** stands for Earnest Money Deposit (EMD) and have the same meaning.

THE WORDS AND EXPRESSIONS BEGINNING WITH CAPITAL LETTERS AND DEFINED IN THIS DOCUMENT SHALL, UNLESS REPUGNANT TO THE CONTEXT, HAVE THE MEANING ASCRIBED THERETO HEREIN.

2. General Instructions of RFP:

2.1 The following shall be the schedule dates of Selection Process:

Sl. No.	Event Description	Date	Time
1	Uploading of Request for Proposal on e-portal	17/04/2025	1:00 PM
2	Pre-Proposal Meeting	25/04/2025	12:00 Noon
3	Last date for receiving Queries/Suggestions	26/04/2025	5:00 PM
4	Start date for proposals submission on e-procurement portal.	01/05/2025	3:00 PM
5	Last date for proposals submission on e-procurement portal.	11/05/2025	3:00 PM
6	Date of Technical Proposal opening on e-procurement portal.	11/05/2025	3:30 PM
7	Date of Financial Proposal opening on e-procurement portal.	To be intimated later	
8	Venue of pre-proposal meeting and opening of proposals	Uttarakhand Tourism Development Board Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun – 248 003	

2.2 The Bidders shall adhere to the date and time and address for submission of the proposals.

2.3 The Bidders shall submit Technical Proposal in Technical Folder and Financial Proposal in Financial Folder available on e-procurement portal.

2.4 Joint Venture (JV) is not permitted.

2.5 Each Bidders shall submit one proposal only. No Bidder or its Associate shall submit more than one Proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified.

2.6 Bidders should familiarize themselves with local conditions and consider them during preparation of their proposals. UTDB shall not be responsible for any misunderstanding or misinterpretation.

2.7 Bidders shall be responsible for all the costs associated with the preparation and submission of their proposals and contract negotiation. UTDB shall not be responsible in any way liable for such costs, regardless of the conduct or outcome of bidding.

2.8 UTDB is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

2.9 The Proposal as well as all related correspondence exchanged by the Bidders and UTDB shall be written in English language.

2.10 The Bidders should submit along with the proposal, all relevant documents to establish their eligibility-cum-qualification criteria.

2.11 If the proposal is not signed by the Proprietor or Managing Director (MD) then bidder shall enclose a Power of Attorney for signing of proposal in favour of the Authorized Signatory as per format provided in **Annexure - 8.**

2.12 The Bidder Should shall enclose Affidavit as per format provided in **Annexure – 10.**

2.13 The Bidder Should shall enclose Affidavit regarding previous five years litigation history as per **Annexure – 11**

2.14 The Bidders are required to submit Technical Proposal on the prescribed formats. **Submission of incomplete or wrong type of proposal as prescribed in this RFP may result in the Proposal being deemed non-responsive**.

2.15 No interpretation, revision, or other communication from UTDB regarding this solicitation is valid unless posted on website: www.uktenders.gov.in.

3. Eligibility-cum-Qualification Criteria:

3.1 Applicants must carefully read the minimum eligibility conditions (the "Conditions of Eligibility") provided herein. Proposals of only those applicants who meets the eligibility criteria shall qualify in technical evaluation.

(i) The Bidder shall be a legal entity as per Indian Law.

(ii) The Bidder should have a valid GST registration.

(iii) The Bidder Shall have achieved an Average annual turnover during any best three financial years of 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 of not less than **Rs. 20 (Twenty) Lakhs.** (please enclose certificate issued by Chartered Accountant as per **Annexure -7)**

(iv) The bidder should have at least **three (3) years** of experience in operating and managing Hotel/ Guest House/ Resort/ Motel/ Any Commercial Boarding and Lodging facility of not less than (minimum) **20 Beds OR 10 Rooms** as on last date of bid submission. (Bidder should enclose Appropriate Certificate from competent authority or CA Certificate as per Annexure - 5).

(v) The Bidder Should not be a previous defaulter of UTDB i.e. If any bidder, during last three years prior to last date for proposal submission, has not signed the Contract after issue of Letter of Award (LOA) or failed to execute the Contract after signing with UTDB, is not eligible to participate in this tender.

(vi) The Bidder including all its partners should not have been blacklisted by any Ministry / Department or Government undertaking organization as on the last date of proposal submission.

(vii) MSME and Start-up Enterprises meeting the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20th August 2019 may claim the respective exemptions for Turnover, Past Experience, Tender fees and EMD etc.as provisioned in the G.O, which shall be considered.

4. The Proposal:

4.1 The Bidders are required to submit their proposals in two folders:

Folder 1: Technical Proposal
Folder 2: Financial Proposal

Essential Submissions required in the proposals are mentioned below: -

A. Technical Proposal: -Technical Proposal shall consist of;

(i) Covering Letter on format. (Annexure-2)

(ii) Certificate of Incorporation.

(iii) Power of Attorney in favor of authorized representative, (If the proposal is signed by proprietor or MD then POA is not required). (Annexure-8)

(iv) Affidavit on format (Annexure-10).

(v) Litigation History Certificate on format (Annexure-11).

(vi) GST Registration Certificate.

(vii) PAN registration Certificate.
(viii) Proof of Tender Document Fee and Earnest Money Deposit (EMD).
(ix) Annual Turnover Certificate on format. (Annexure-7)
(x) Past Experience Form on format. (Annexure-5)
(xi) Organization Profile
(xii) Bid Securing Declaration on format.(If applicable) (Annexure-13)
(xiii) Any other document in support of applicable conditions of this RFP.

B. Financial Proposal:

As per the BoQ in financial folder. The quote shall be above the minimum annual threshold of INR 5,00,000 (Rupees Five Lakh only), bidders quoting below the minimum annual threshold shall summarily be rejected.

5. Tender Document Fee:

Bidders are required to submit a non-refundable Tender fee of Rs. 1,180/- (Rupees 1,000/- + GST) in the form of DD / Banker's cheque from a Scheduled Bank, drawn in favour of "CEO, UTDB" payable at Dehradun OR to be paid online as per details given under ITB Clause No. 6.7 before opening of technical proposals. **In case of non-submission of the required Tender Document Fee within time will lead to rejection of the proposal.**

6. Earnest Money Deposit (EMD):

6.1 Bidders are required to submit a refundable EMD of INR 25,000/- (Twenty Five Thousand only) in the form of DD / Banker's cheque from a Scheduled Bank, drawn in favour of "CEO, UTDB" payable at Dehradun OR to be paid online as per details given under ITB Clause No. 6.7. **In case of non-submission of the required EMD within time will lead to rejection of the proposal.**

6.2 No interest shall be payable by the Client for the sum deposited as Earnest money deposit.

6.3 EMD shall be valid for a period of 60 days beyond bid validity period.

6.4 The EMD of the Technically Non-responsive bidders shall be returned within 15 days from the date of announcement of technical evaluation results. EMD of unsuccessful Bidders whose financial proposals are opened will be returned within 15 days from the date of LOA to the successful bidder. EMD of successful bidder shall be returned after submission of the required Performance Security and Signing of the Contract.

6.5 Bids accompanied with lesser value of EMD or Tender Document Fee shall be summarily rejected as treated as non-responsive.

6.6 The EMD may be forfeited by the Client in the following events:

(a) If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.

(b) If the Proposal is varied or modified in a manner not acceptable to the Client after opening of Proposal during the validity period or any extension thereof.

(c) If any misrepresentation is uncovered or the information provided in the uploaded documents of the proposals are established to be False or the Bidder tries to influence the evaluation process or the bidder is found involved in any activity of Fraud and Corruption as per Annexure-1.

(d) If the successful Bidder fails to submit the required Performance Security and sign the contract within prescribed time.

6.7 Bank details for net-banking are:

(i) Beneficiary name – CEO Uttarakhand Tourism Development Board Dehradun

(ii) Bank's name – Indian Bank
(iii) Account Number - 50517934250
(iv) Branch – Nimbuwala, Garhi Cantt
(v) Address – Nimbuwala, Garhi Cantt, Dehradun
(vi) IFSC – IDIB000N599
(vii) GST No. – 05AAALU0031F1ZK
(viii) PAN – AAALU0031F

6.8 The bidders (enterprises) complying with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20th August 2019 shall be eligible for the applicable exemptions. Such bidders availing the exemption for EMD shall submit "Bid Securing Declaration" in lieu of EMD as per format provided in Annexure - 13.

7. Period of Contract:

Period of contract shall be Five Years from signing of the Contract, subject to satisfactory performance of the Operator, to be reviewed periodically and at least once in a year. The Contract may be extended for further five (5) years on same terms and conditions but not exceeding one (1) year in aggregate each time.

8. Clarifications:

8.1 Bidders requiring any clarification on the tender document through e-mail to pppcell.utdb@gmail.com with CC. to procurement.utdb@gmail.com prior to the time and date given in the Tender Schedule.

8.2 To assist in the process of evaluation of proposals, UTDB may, at its sole discretion, ask any bidder for clarification including additional information and documents. In case of any additional documents, same can be accepted only if they are of historical nature i.e., either the documents or facts in the documents should have existed prior to proposal submission time and same could be verified independently. However, no change in the substance of the proposal would be permitted by way of such clarifications. The request for clarification and the response shall be in writing or e-mail or by fax.

9. Amendment of Proposal:

9.1 At any time prior to the proposal due date, UTDB may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the proposal through Addendum / Corrigendum which will be posted on the website: www.uktenders.gov.in only.

9.2 In order to afford bidders reasonable time in which to take an addendum into account, or for any other reason, UTDB may, at its own discretion, extend the proposal due date.

10. Validity of Proposal:

10.1 The proposal shall be valid for not less than **120 (One hundred twenty) days** from the last date for proposal submission (but excluding the day of proposal submission). Proposals of lesser validity shall be summarily rejected as non-responsive.

10.2 Prior to expiry of the original Proposal Validity Period, UTDB may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Earnest Money. The proposal of any Bidder refusing to extend the Earnest Money shall be returned and shall not be included in the further proposal process. A Bidder agreeing to the request of extending the Earnest Money will not be allowed to modify its proposal, but would be required to extend the validity of its Earnest Money for the period of extension.

11. Pre-Proposal Meeting:

11.1 To clarify and discuss issues with respect to the work and the proposal, a pre-proposal meeting will be held on the date, time and place indicated in the Tender Schedule of this document. In addition, participation through **Video Conference (VC)** will also be facilitated, details for which will be shared on request. Attendance of the bidders at the Pre-Proposal meeting is not mandatory. **But it is highly recommended to attend for understanding the provisions of RFP and Selection process.**

11.2 During the course of Pre-Proposal conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of UTDB. UTDB shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

12. Original Documents Required:

12.1 The Bidder shall submit the below mentioned **original documents at UTDB office** personally or through registered post / speed post / courier to PPP Cell of UTDB, Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun, before last date and time for opening of Technical Proposal.

(a) Original Document Fee (not required in case on online payment);
(b) Original EMD (not required in case on online payment);
(c) Power of Attorney (only if applicable) and;
(d) Affidavit on Annexure -10 (Correctness)
(e) Affidavit on Annexure -11(Litigation History)

Non submission of the required original submissions within scheduled time may lead to rejection of the proposal. **No other original documents are required at this stage.**

13. Proposal shall be Unconditional:

Bidders may note that UTDB will not entertain any deviations to the proposal at the time of submission of the proposal or thereafter. The proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the proposal with all its contents including the Contract. All conditional proposal shall be regarded as non-responsive and shall be rejected.

14. Submission, Receipt and Opening of Proposal:

14.1 The Bidders shall submit their Technical and Financial Proposals online through www.uktenders.gov.in only in the respective formats. **Submission of Proposals through any other mode is not acceptable and shall be rejected**.

14.2 Technical Proposal shall be uploaded in the prescribed format along with scanned copy of Proposal Document Fee, EMD and other supporting documents as per the RFP in the "Technical Folder" on e-portal. Similarly, Financial Proposal shall be uploaded in the "Financial Folder" in the prescribed format as per the BoQ.

14.3 All the pages of the Technical Proposal shall be initially signed by the authorized representative of the bidder firm.

14.4 UTDB, at its sole discretion, may extend the last date for Proposal submission by issuing Addendum on the website: www.uktenders.gov.in only. All bidders are advised to keep watching the respective e-procurement portal for any updates in the RFP status.

14.5 The Bidders are expected to examine all instructions, forms, terms, and specifications in the tender

document. Failure to furnish all information required by the bidding documents or submission of a proposal not substantially responsive to the tender document in every respect will be at the Bidder's risk and may result in rejection of their proposal.

14.6 The e procurement portal www.uktenders.gov.in adheres to the server lock and does not accepts any late bid.

15. Modification and Withdrawal of Proposals:

15.1 The Bidder may modify or withdraw its proposal on e-portal before the deadline of proposal submission duration. However, no proposal can be modified or withdrawn thereafter.

15.2 Withdrawal of a proposal during the interval between the proposal due date (last date of proposal submission) and expiration of the proposal Validity Period would result in forfeiture of the Earnest Money.

15.3 UTDB reserves the right to reject any proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by UTDB in respect of such proposals.

16. Proposal Opening:

16.1 The proposals shall be opened online on schedule date and time by UTDB.

16.2 Bidders' representatives who choose to be present may attend the Technical/Financial proposal openings at UTDB office.

16.3 If the office happens to be closed on pre-proposal meeting or proposal opening day, same stands postponed to the next working day without any change in time or venue. **However, there will be no change in Proposal submission dates on e-procurement portal, unless it is extended.**

17. Confidentiality:

17.1 In case of the bidders, any act of interference or attempt to influence the personnel associated with the evaluation shall be viewed seriously; and may also result in declaring the proposal as invalid.

17.2 Information relating to the examination, clarification, evaluation and recommendation shall not be disclosed to any person not officially concerned with the process. UTDB will treat all information submitted as part of proposal in confidence and will ensure that all who have access to such material treat it in confidence. UTDB will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

17.3 The Information/Data provided in this RFP document is exclusively for the purpose defined in the title of this RFP. The information /Data provided in this RFP document shall not be used for any other purpose except than participation in the tendering process against this RFP invited. Unauthorized uses of any portion of this RFP including- Picture, Maps, Specifications etc. may lead to prosecution of the offender under the relevant laws.

18. Proposal Evaluation:

18.1 To assist in the examination, evaluation and comparison of proposals, UTDB may utilize the services of consultant/s or advisor/s.

18.2 Evaluation of bids shall be carried out in two stages – Technical Proposals shall be evaluated first and those proposals, which are found technically responsive, shall be eligible for opening of their Financial Proposals.

18.3 Financial Proposals of technically qualified bidders shall be opened and evaluated. Bidder offering highest annual license fee excluding taxes in their financial proposal shall be declared as successful

(H1) bidder. Contract will be awarded to the H1 bidder. In case more than one Bidder has quoted same annual license fee, the Bidder having higher / highest cumulative financial turnover during any best three financial years of 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 will be declared as successful Bidder.

18.4 Proposal submitted with an adjustable price or below the minimum threshold will be treated as non-responsive and rejected.

18.5 With regard to eligibility-cum-qualification criteria; and Bidders' responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all Bidders.

18.6 Proposals shall be deemed to be under consideration immediately after they are opened and until such time UTDB makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting UTDB and or their employees/ representatives on matters related to the Proposals under consideration by any means.

19. UTDB's Right to Accept or Reject Proposal:

19.1 UTDB reserves the right to accept or reject any or all of the proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Work, without liability or any obligation for such acceptance, rejection or annulment.

19.2 UTDB reserves the right to reject any proposal including that of the Preferred Bidder if:

(a) any False /Incorrect document is found in the proposal.

(b) at any time, a material misrepresentation is made or uncovered; If a fraud or fraudulent practice adopted by any Bidder is established, the Bidder may be blacklisted and /or appropriate legal proceedings may be initiated against such Bidder as per the prevailing laws, OR

(c) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.

19.3 If such disqualification/ rejection occur after the Financial Proposals have been opened and the highest ranked Bidder gets disqualified / rejected, then UTDB reserves the right to:

(a) either invite the next highest ranked Bidder to match the Financial Proposal submitted by the highest ranked Bidder; OR

(b) take any such measure as may be deemed fit in the sole discretion of UTDB, including annulment of the bidding process.

20. Negotiation:

Ordinarily no negotiation shall be done. However, where price negotiation is necessary in the opinion of UTDB, same shall be resorted to with the preferred Bidder.

21. Notifications:

21.1 Upon acceptance of the Financial Proposal of the Preferred Bidder with or without negotiations, UTDB shall declare the preferred bidder as the Successful Bidder.

21.2 UTDB will notify the Successful Bidder by facsimile or e-mail and by a letter (Speed Post / Registered Post) that its proposal has been accepted.

22. Acceptance of Letter of Award (LOA):

Within three (3) days from the date of issue of the LOA, the Successful Bidder shall confirm their

acceptance of the LOA.

23. Execution of Contract:

23.1 The Successful Bidder shall execute the Contract within one (1) week of the issue of LOA or the time as approved by UTDB.

23.2 UTDB will promptly notify other Bidders that their proposals have been unsuccessful and their Earnest Money will be returned as promptly as possible in any case not later than 30 (thirty) days from the date of announcement of the Successful Bidder.

24. Performance Security:

24.1 Before signing of the Contract, the Successful Bidder shall furnish Performance Security for an amount equal to 10% of contract value (Annual License Fee) including GST by way of an irrevocable and unconditional Bank Guarantee (Annexure - 4) issued by a scheduled bank located in India in favour of "Chief Executive Officer, UTDB" at Dehradun with validity for 60 (sixty) days beyond the performance of the Contract.

24.2 The Performance Security of the Operator shall be returned by UTDB without any interest within 1 month of the completion of the contract tenure subject to terms and conditions of the contract.

24.3 The Performance security shall be forfeited and en-cashed in the following cases:

(a) if the Successful Bidder withdraws midway during the contract duration.

(b) if the contract is terminated before completion date due to non-performance of the contract obligations/ negligence of the duties by the operator according to the contract conditions.

(c) any other act or acts of the operator which renders the work un-operational and UTDB establishes sufficient reasons to forfeit the Performance Security.

24.4 Failure of the successful Bidder to furnish the Performance Security shall constitute sufficient grounds for the annulment of the award in which event the UTDB may make the award to the next highest evaluated Bidder or call for new proposals.

25. Suspension for participation in UTDB tenders: Withdrawing the proposal or failure to sign the Contract or its execution in full or part after signing shall result in suspension from participation in the tenders of UTDB of the bidder in future. The suspension shall be effective from the date of occurrence of the event for a period of three years except under *force majeure* circumstances, in addition to forfeiture of EMD or Performance Security, if already submitted.

26. Debriefing and Appellate:

26.1 Any bidder may request in writing to CEO, UTDB for debriefing after award of contract.

26.2 Any bidder may also choose to submit representation to Secretary Tourism, Government Uttarakhand, who may take appropriate decision and action based on the merit of the case

DETAILS OF THE PROPERTY

The project components are as follows:

YEAR OF CONSTRUCTION - 2022

STILT AREA – (249.99 Sqm.)

a) Parking for vehicle – 10 Cars (approx.)

UPPER GROUND FLOOR – (249.99 Sqm)

a) Waiting area.
b) Common room - for indoor activities.
c) Kitchen & dining area – with attached deck for outdoor sitting.

FIRST FLOOR – (296.12 Sqm)

a) Room – (6 No.) with balcony. Double Bedded -12 bed

SECOND FLOOR – (304.20 Sqm)

a) Room – (1 No.) with balcony. Double Bedded - 02 bed
b) Suite – (2 No.) with balcony. Double Bedded – 04 bed
c) Dormitories – (1 No.) with balcony. Single Bedded - 05 bed

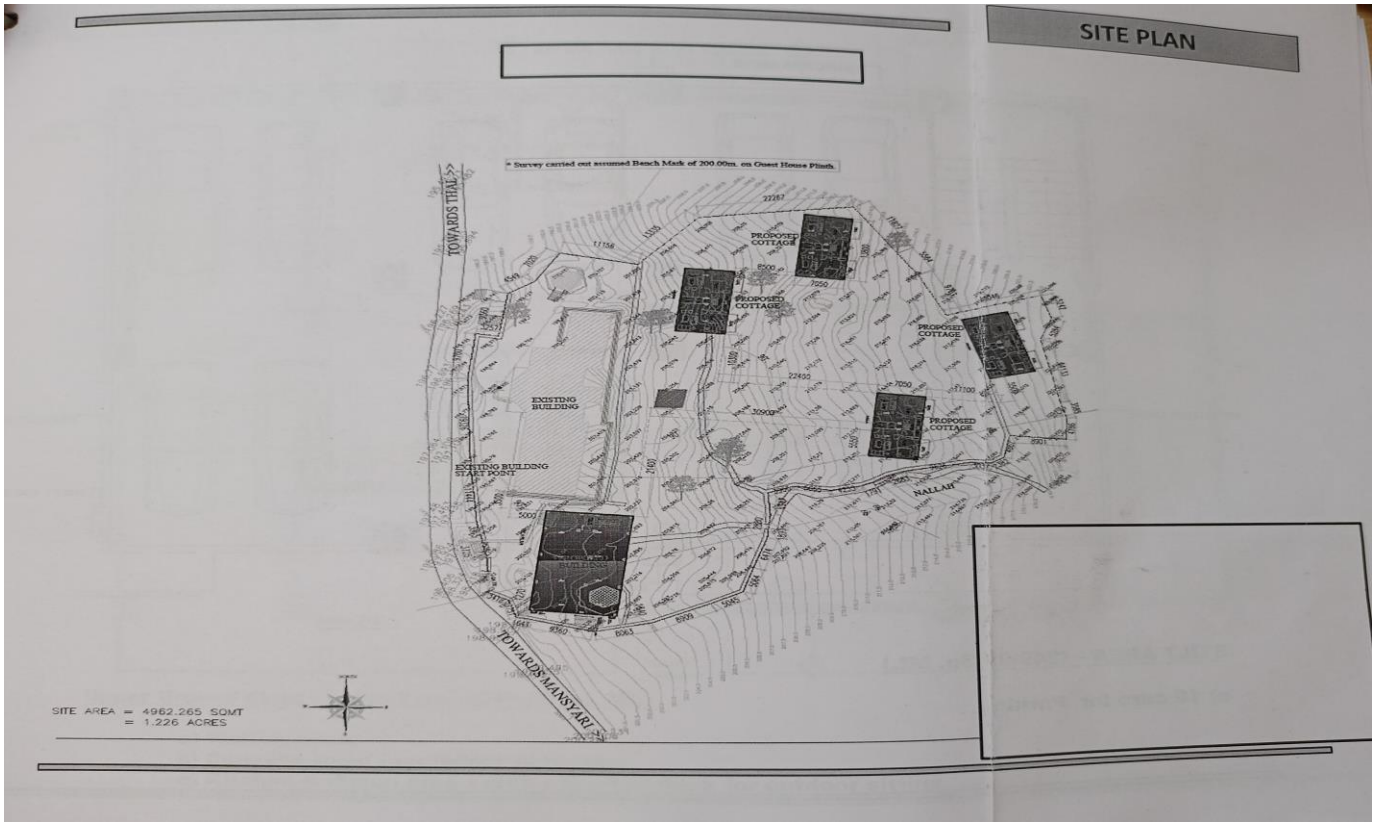
TOTAL BUILT UP AREA - 1100.30 Sqm

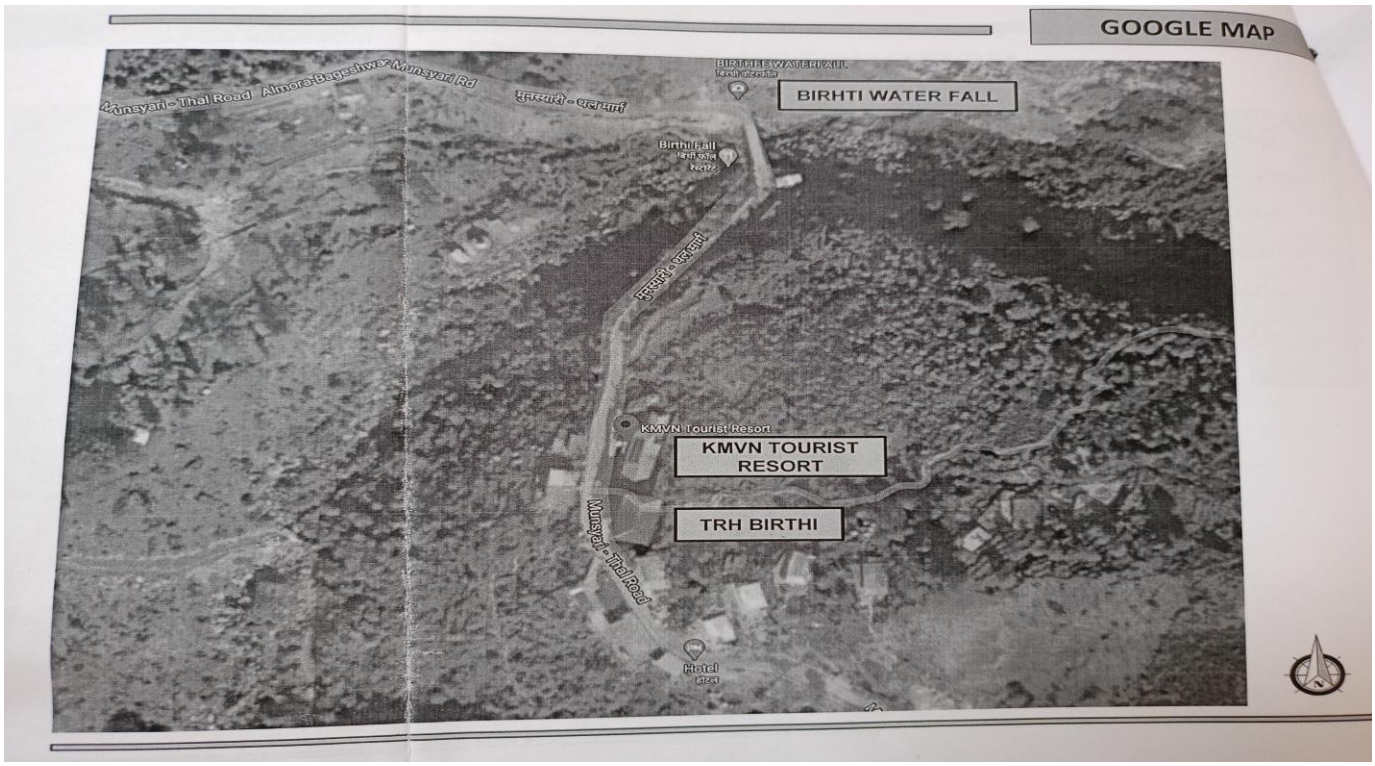
TOTAL LAND AREA AS PER SURVEY SHEET- 4962.27 Sqm, 1.226 ACRES

Salient Features

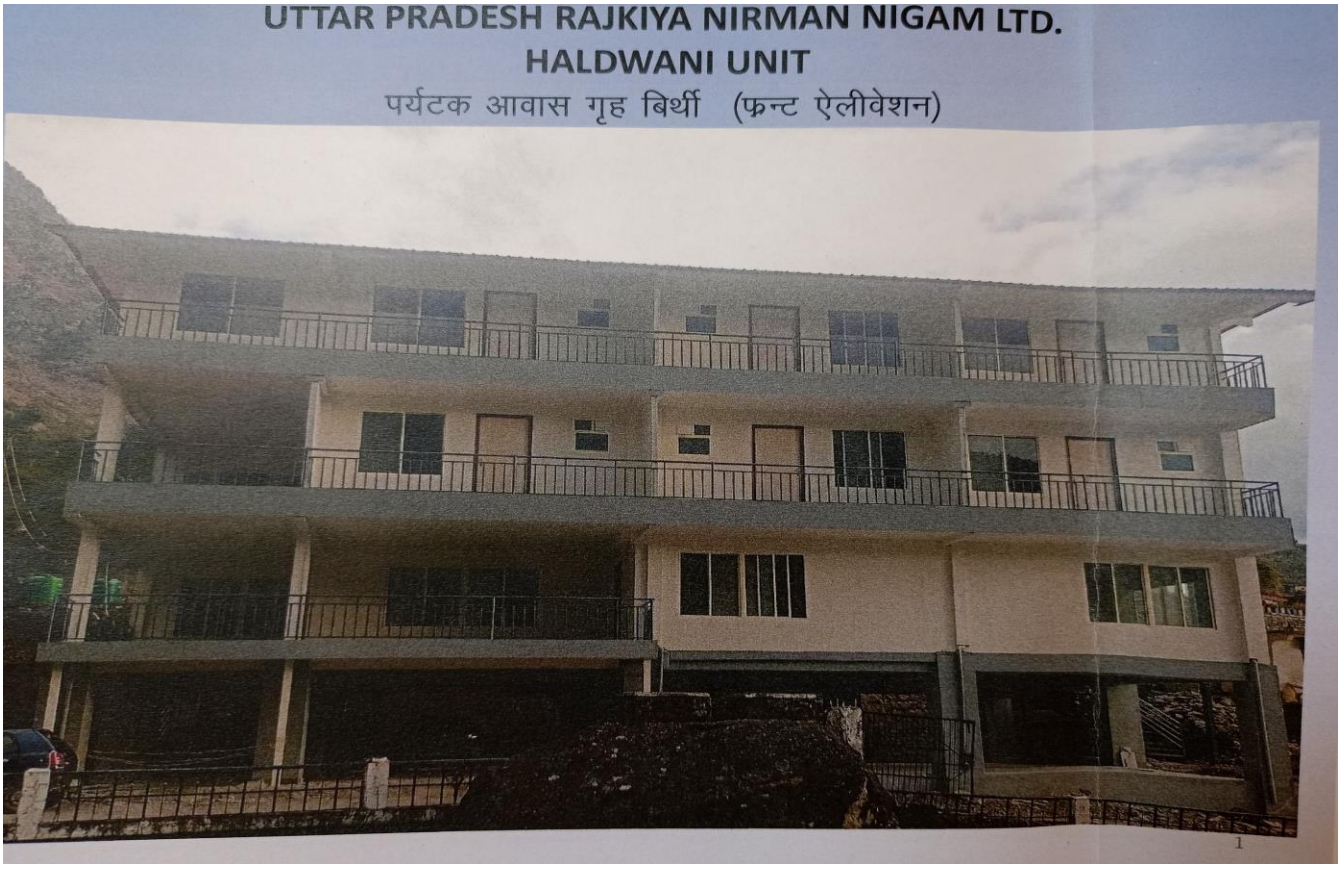
- A tourist complex to capture the scenic surroundings.
- Self-sufficient parking.
- Contemporary building with LGSF construction.
- Elements of Hill architecture vocabulary incorporated.
- Rooms equipped with modern facilities, balconies, storage, etc.
- A well designed & efficient dining area.
- Hill view for most of the rooms, dormitories & suites.
- Common area with restaurant and open deck to capture maximum view.
- Maximum area on ground floor used as parking.
- Three different types of accommodation for cater for various needs.
- Open well-lit rooms with ample natural light with private balconies storage and modern facilities

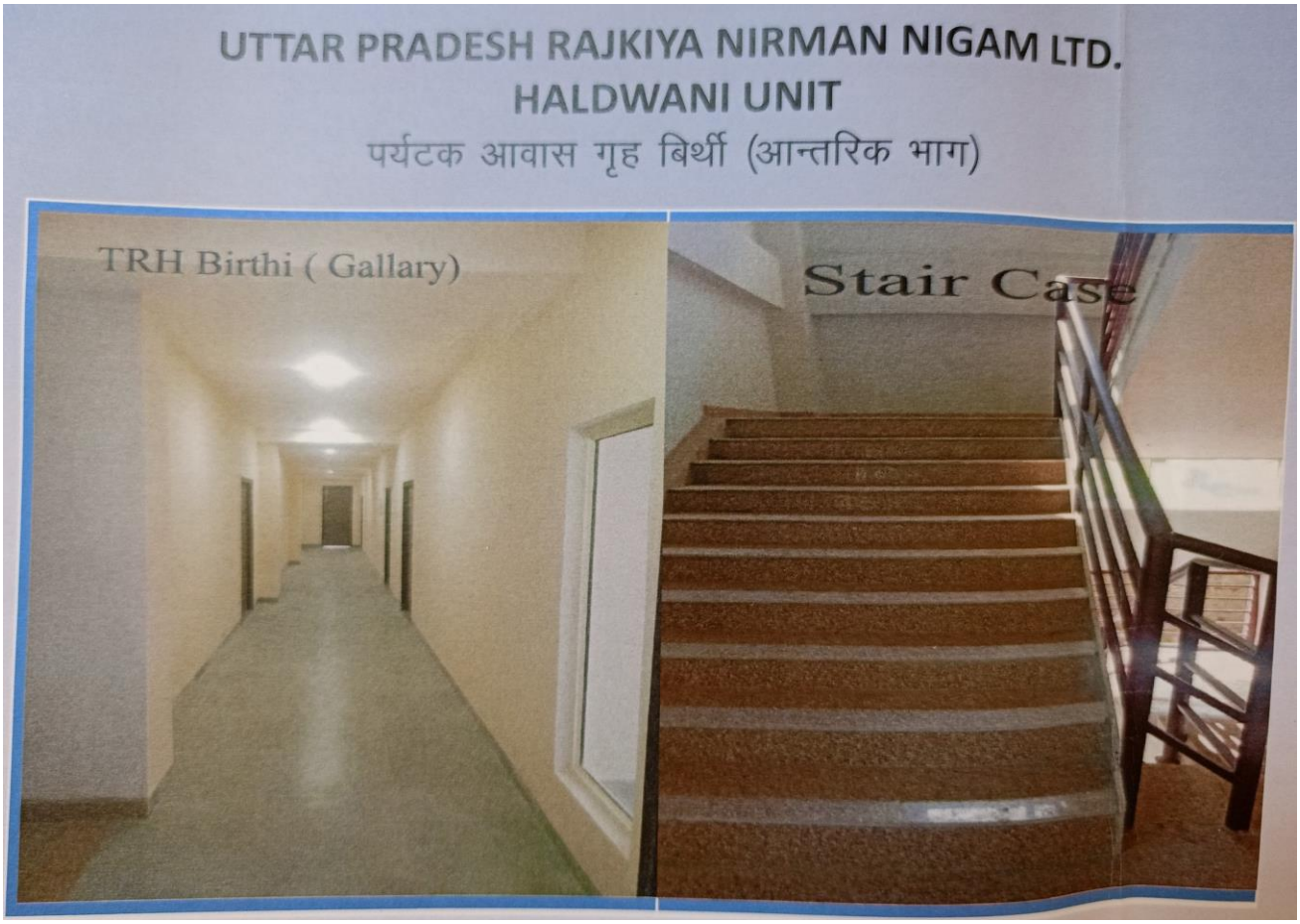
Site Plan, Location and Photographs






UTTAR PRADESH RAJKIYA NIRMAN NIGAM LTD.
HALDWANI UNIT
पर्यटक आवास गृह बिर्थी (रियर ऐलीवेशन)


UTTAR PRADESH RAJKIYA NIRMAN NIGAM LTD.
HALDWANI UNIT
पर्यटक आवास गृह बिर्थी (फ्रन्ट ऐलीवेशन)


UTTAR PRADESH RAJKIYA NIRMAN NIGAM LTD.
HALDWANI UNIT
पर्यटक आवास गृह बिर्थी (आन्तरिक भाग)
TRH Birthi (Gallary)
Stair Case


UTTAR PRADESH RAJKIYA NIRMAN NIGAM LTD.
HALDWANI UNIT
पर्यटक आवास गृह बिर्थी (साईड ऐलीवेशन एण्ड फायर ऐक्जिस्ट)

SCOPE OF WORK / SERVICES

The Scope of Work for the Operator will include:

A. Operation, Maintenance and Management Period:

1. Operation, Maintenance and Management of the offered property at Birthi Pithoragarh, Uttarakhand throughout the contract period as per agreed terms of the Contract Agreement on as is where is basis.
2. As the project will be provided on O&M on as is where is basis, the Operator shall undertake the site visit on their expenses to access if any renovation/refurbishment is required to make the required unit operational. The operator shall renovate/refurbish the property at their own expenses before operations and during the entire duration of the contract period.
3. Operator shall engage of trained and qualified staff persons required for the proposed project. Operator shall be solely responsible for payments of salary to their staff, compliance of ESI and other related obligations as per the rules and execution of the business activities as per the applicable laws. UTDB shall not entertain any claim from the operator's personals, partners or any subcontractors etc. in this regard.
4. Arrangement of equipment and furniture for the proposed project as per the requirements.
5. The selected operator may fix the tariffs and charge form the users for the services offered at the facility.
6. The Operator shall be responsible for obtaining all necessary permissions, approval, licenses and permits required for operation and maintenance of the TRH facility at Birthi, from the respective competent authorities at its own cost. UTDB shall facilitate in obtaining such clearances and approvals as and when required.
7. The Operator shall pay at its own cost all applicable taxes/ charges/ fees/ levies including the property tax etc. during the contract duration.
8. The Operator shall comply to all rules and regulations as per the prevailing law for execution of the Project Facility during the entire Contract Agreement period. UTDB shall not be responsible for violation of any law or act by the Operator during O&M period
9. The Operator shall maintain the entire project facility and carryout repair and maintenance of the structure as and when required at its own cost.
10. The Operator shall maintain proper hygienic conditions in the Project Facility Area. Operator shall ensure that there is proper sweeping and no littering of waste in the Project Facility Area.
11. The Operator shall be responsible to ensure all safety measurements including firefighting equipments required for the operations of such type of business as per the prevailing laws.
12. The Operator shall install sufficient number of cameras at the project facility site which shall cover the entire project facility area and shall be responsible to provide the video recording whenever required by UTDB.
13. The Operator shall ensure that there should be no illegal activity at the site. The Operator shall ensure unauthorized usage of project infrastructure. Operator shall ensure that there shall be no encroachment in the project area.
14. The Operator shall be responsible for all Social and Environmental compliances as per the applicable Laws and Acts during execution of the contract.
15. The Operator shall submit the annual license fee to UTDB in the timely manner on the due dates as agreed in the Contract Agreement.

16. The Operator shall setup Customer Service – Helpdesk.
17. The Operator staff shall not be involved in Smoking, consumption of liquor and chewing of tobacco, etc. within the facility area.
18. The Operator will have the rights to display their own corporate logos and corporate advertisements at pre-designated locations approved by UTDB. The Operator will also be required to accommodate UTDB's or GoUK's display materials in pre-designated locations as directed by UTDB.
19. Environmental Management: The entire O&M activities have to be carried out in such a way that it has least adverse impact on the environment. The periodic monitoring environmental conditions of the ambient air quality, noise level, water quality, in and around the project facilities as per prescribed norms of statutory authorities, shall be got done through an approved monitoring agency. The Operator, on its own cost, will take corrective actions, if any, as per observation of monitoring agency.
20. Key Performance Indicators: The Operator, in consultation with UTDB, will develop Key Performance Indicators (KPIs) related to Customer Service and Branding of UTDB/Facilities under the project. UTDB will review the KPIs on regular basis and the Operator will take necessary measures for improvement of performance.
21. In open spaces, Operator may create temporary fabricated structures as and when required with prior approval of UTDB.
22. Operator shall carry out the business activities at the project site in compliance to all applicable Acts and Laws. UTDB shall not be responsible for violation of any law by the operator during the O&M period.

B. Transfer:

1. Upon Termination of the Agreement for any reason whatsoever or the Expiry of Term of Contract Agreement, the Operator shall hand over **Entire Project Facility** back to the Authority.
2. The Operator shall be responsible for clearing all pending dues and liabilities before transferring the project to the authority.
3. Atleast 4 (four) months before the expected expiry of the Contract Period, a joint inspection of the Project Site and Project Facilities shall be undertaken by the Authority and the Operator. The Authority shall, within 45 (forty-five) days of such inspection prepare and furnish to the Operator a list of works/ jobs (**"Hand-back Requirements"**), if any. The Operator shall promptly undertake and complete such works/ jobs at least 2 (two) months prior to the expected expiry of the Contract Period and ensure that the Project Site and immovable assets continues to meet such requirements until the same are handed back to the Authority.
4. If at the time of handing back of the Project Facilities any material defect is observed, then the Operator shall be obligated to make good the defect, failing which, the Authority shall reserve the right to deduct such amount from the Operator's Performance Security.

Chief Executive Officer,
UTDB

II. CONDITIONS OF CONTRACT

1. Definitions

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

(a) "The Contract" means the agreement entered into between the UTDB and the Operator, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

(b) "The Contract Price" means the fees payable by the Operator under the Contract for the full and proper performance of its contractual obligations;

(c) "Services" means services required to be provided by the Operator covered under the Contract;

1.2 The Operator shall permit UTDB to inspect the Operator's accounts and records relating to the performance of the Operator and to have them audited by independent auditors appointed by UTDB, if so decided.

2. Indemnity

2.1 The Operator shall indemnify UTDB against all third-party claims arising out of this Contract; and any legal and financial liabilities arising out of negligence or otherwise of the Operator's personnel.

2.2 The Operator shall take all other appropriate insurance covers to protect its own property and employees.

2.3 The Operator shall further insure for appropriate sum the users of its services as required under relevant Law of the State or India.

3. Compliance to Statutes and Safety Standards:

3.1 The Operator shall comply with all applicable statutory provisions with regard Minimum Wages Act, PF, ESI, etc., for the personnel employed. The Operator shall be responsible for all liabilities arising due to any disputes thereof.

3.2 The Operator has to register itself in Uttarakhand State for remittance of GST; if not registered earlier before commencement of services.

4. Payment:

4.1 Operator shall pay the quoted annual fee *pro rata* every quarter in advance before 5th of first month of relevant quarter.

4.2 The annual license fee quoted for first year would be enhanced every year by 5% over the previous year amount.

4.3 The Operator shall pay bills for water, electricity, etc. directly to the concerned agencies / departments / authorities.

4.4 The Operator will be entirely liable to pay and also responsible for remittance with appropriate authorities all the statutory taxes, duties, license fees, permits, etc., including PF and ESI incurred for and during the execution of this Contract.

5. Commencement of Services:

The Operator shall provide all the services agreed upon within 15 (fifteen) days from Signing of the Contract.

6. Stamp Duty:

The successful bidder shall be required to get the Contract Agreement registered with the respective registration authority at the time of signing of the contract after paying the required stamp duty as per Indian Stamp Act 1899 sub-clause 1(b).

7. Period of Contract:

Period of contract shall be Five Years from signing of the Contract, subject to satisfactory performance of the Operator, to be reviewed periodically and at least once in a year. The Contract may be extended for further five (5) years on same terms and conditions but not exceeding one (1) year in aggregate each time.

8. Contract Amendments:

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

9. Assignment:

The Operator shall not assign, in whole or in part, its obligations to perform under the Contract, except with the UTDB's prior written consent.

10. Liquidated Damages:

If the Operator delays to offer any or all of the Services within the period(s) specified in the Contract, the Operator is liable to pay the liquidated damages @ 0.5% of Performance Security value per week with maximum up to 10%. Thereafter, UTDB has the option to terminate the Contract and encash full amount of the Performance Security.

11. Complaints/Deficiency in Services:

The Client shall notify the Operator in case of any Complaint / Deficiency in the services, Operator shall rectify such deficiency/complaints within 15 days from the date of such notification. In case such deficiencies are not rectified or the complaints still persists, UTDB reserves the right to get them rectified by any other agency; and such costs shall be recovered from the Performance Security submitted by the Operator. If the Operator continues to ignore such notices, UTDB reserves the right to terminate the contract.

12. Obligation of UTDB:

UTDB shall provide recommendation letters to any authority for smooth operation in favour of the Operator. However, the Operator has to take all necessary approvals.

13. Termination for Default:

13.1 The UTDB may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Operator, terminate the Contract in whole or part:

(i) if the Operator fails to deliver any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the UTDB during the Contract period; or

(ii) if the Operator fails to perform any other obligation(s) under the Contract.

(iii) If the Operator, in the judgment of the UTDB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

13.2 In the event UTDB terminates the Contract in whole or in part, the UTDB may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Operator shall be liable to the UTDB for any excess costs for such similar Services. However, the Operator shall continue the performance of the Contract to the extent not terminated. In case of termination of the whole Contract, UTDB reserves the right to:

(i) forfeit the Performance Security of the Operator, the Operator /Bidder may be blacklisted and debarred from participating in any tenders invited by UTDB for three (3) years from the date of blacklisting and /or appropriate legal proceedings may be initiated against the Operator for the recovery of pending dues to UTDB as per the prevailing laws.

14. Termination for Convenience

14.1 The UTDB, by written notice of minimum sixty (60) days sent to the **Operator**, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the **Operator** under the Contract is terminated, and the date upon which such termination becomes effective.

14.2 The services that have been provided till the termination notice and period specified in the notice shall be accepted by the Client at the Contract terms and prices.

15. Force Majeure:

15.1 Any act of God or event (i) beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect on the execution of the Contract.

15.2 The Operator shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of *Force Majeure*.

16. Settlement of Disputes:

16.1 The UTDB and the Operator shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

16.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the UTDB or the Operator may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, specifically, defined therein, and no arbitration in respect of this matter, shall be commenced unless such notice is given and served. The Arbitration proceedings shall be commenced by a Sole Arbitrator to be agreed by both the parties, on failure the parties either party may invite three names from the President, Indian Council of Arbitration, and parties may agree to any of the name mentioned in the list, on failure it will be open for the parties to approach, as per the provision of section 11 of the Arbitration and Conciliation Act 1996 (as amended by Act No. 03 of 2016). The Operator shall initially bear the cost of the Arbitral Tribunal, unless it is decided by the Arbitral Tribunal under section 31(8) read with section 31A of the Act.

16.3 All disputes shall be subject to jurisdiction of courts in Dehradun.

Annexure – 1

Fraud and Corrupt Practices

1) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, UTDB may reject an application without being liable in any manner whatsoever to the Bidders if it determines that the Bidders has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

2) Without prejudice to the rights of UTDB, if any Bidder is found by UTDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidders shall not be eligible to participate in any tender or proposal issued by UTDB or by any other Agency of Government of Uttarakhand during a period of 3 (three) years from the date such Bidders are found by UTDB 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, as the case may be.

3) For the purposes of this Clause 2, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**Corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of UTDB who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract;

(b) "**Fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) "**Coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "**Undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by UTDB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Annexure - 2

Format for Covering Letter ***

To

The CEO
Uttarakhand Tourism Development Board,
Pt. Deendayal Upadhaya Paryatan Bhawan,
Near ONGC Helipad, Garhi Cantt.
Dehradun – 248 003

Dear Sir,

Ref.: Request for Proposals through e-procurement portal for Operation, Maintenance and Management of Tourist Rest House at Birthi, Pithoragarh.

1. We have read, understood and accept all the terms and conditions given in the RFP including Fraud and Corrupt Practices (Annexure – 1) and Anti-Collusion Certificate (Annexure – 3) in respect of the captioned proposal and we hereby submit our proposal.
2. We have uploaded Technical and Financial Proposals appropriately on the e-procurement portal: www.uktenders.gov.in
3. We confirm that our proposal is valid for a period of 120 (one hundred and twenty) days from last date for proposal submission.
4. We hereby agree and undertake as under:

   Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our proposal we hereby represent and confirm that our proposal is unqualified and unconditional in all respects and we agree to the terms of the Contract, a draft of which also forms a part of the proposal provided to us.

Dated this ……..Day of ……., 2025.

Name of the Bidder

…….
Signature of the Authorised Person

Note:

*** On the Letterhead of the Bidder.

Annexure – 3

Anti-Collusion Undertaking

1. We hereby certify and confirm that in the preparation and submission of this proposal, we have not acted in concert or in collusion with any other Bidder or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

2. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or Bidder in connection with the instant proposal.

Annexure - 4

(Proforma of Performance Bank Guarantee)

THIS DEED OF GUARANTEE executed on this the _____day of _____at _____by _____ (Name of the Bank) having its Head/Registered office at _____ hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

Uttarakhand Tourism Development Board, Pt. Deendayal Upadhaya Paryatan Bhawan, Near ONGC Helipad, Garhi Cantt Dehradun-248001 hereinafter referred to as "UTDB", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

By the Contract entered into between UTDB and_____, a company incorporated under the provisions of the Companies Act, 2013 / registered under……., having its registered office/ permanent address at_____ ("the Operator"), has been granted the permission for **Operation, Maintenance and Management of Tourist Rest House at Birthi, Pithoragarh** for a period of …… years (hereinafter referred to as "the work").

A. In terms of the Contract, the Operator is required to furnish to UTDB, an unconditional and irrevocable bank guarantee for an amount of Rs…….as security for due and punctual performance/discharge of its obligations under the Contract, relating to Work by the Operator.

B. At the request of the Operator, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Operator of its obligations relating to the work.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s._____ (hereinafter called "the Operator") of all its obligations relating to the Work and in connection with achieving the work objectives by the Operator in accordance with the Contract.

2. The Guarantor shall, without demur, pay to UTDB sums not exceeding in aggregate Rs. …… within seven (7) calendar days of receipt of a written demand thereof from UTDB stating that the Operator has failed to meet its obligations under the Contract. The Guarantor shall not go into the veracity of any breach or failure on the part of the Operator or validity of demand so made by UTDB and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Operator or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

In order to give effect to this Guarantee, UTDB shall be entitled to treat the Guarantor as the Principal Debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents or by the extension of time for performance granted to the Operator or postponement/non exercise/ delayed exercise of any of its rights by UTDB or any indulgence shown by UTDB to the Operator and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by UTDB or any indulgence shown by UTDB, provided nothing contained wherein shall enlarge the Guarantor's obligation hereunder.

This Guarantee shall be irrevocable and shall remain in full force and effect until _____ unless discharged/

released earlier by UTDB in accordance with the provisions of the Contract. The Guarantor's liability in aggregate be limited to a sum of Rs. ……...

3. This Guarantee shall not be affected by any change in the constitution or winding up of the Operator /the Guarantor or any absorption, merger or amalgamation of the Operator /the Guarantor with any other Person. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED
by
_____Bank
by the hand of Shri _____
its _____and authorised official.

Annexure - 5

Past Experience-Form

(To be provided on the Letterhead of the Bidder and duly signed by the Bidder)

Sl. No.	Name of the Client	Property Detail	Contract no. and date	No. of Beds/Rooms	Contract value (Annual Rent/Fees)	Actual duration for which the property is operated by the bidder	
						From	To
1							
2							
3							

The Bidder may submit more details / information to substantiate its claim for past- experience.

Stamp & Signature of the Bidder

Note:

In addition to above form, bidders are also required to provide certificate issued by Employer or CA in support of experience as mentioned above.

a. If bidder is operating other than own property, then please provide certificate issued by the employer/client/owner or CA Certificate in support.
b. If bidder has experience of operating its own property, then the bidder may provide CA Certificate/Any other relevant document in support of required experience.

Annexure - 6

Format for Financial Proposal

As per BoQ in the Financial Folder.

Annexure - 7

Format for Financial Capability

It is certified that Turnover of M/s. …….. for FY 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24 is as mentioned below:

Financial Year	Turnover (in Rs.)
2019-20	
2020-21	
2021-22	
2022-23	
2023-24	

Note:

1. The Bidder should provide the Financial Capability based on their own financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.

2. This certificate shall be issued by Chartered Accountant Firm with UDIN No. on their letter head with stamp and duly signed.

Annexure – 8

{Note:

1. To be given on Stamp paper of value not less than Rs. 100, and also should be Notarised.
2. Only in case of Proprietary firms and if signed by proprietor himself / herself, this Power of Attorney is not required.}

Power of Attorney for signing of Application

Know all men by these presents, We…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms. (name), …… son/daughter/wife of …… and presently residing at ……., who is presently employed with us and holding the position of ……. , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for **Operation, Maintenance and Management of Tourist Rest House at Birthi, Pithoragarh** proposed by Uttarakhand Tourism Development Board, (the "UTDB") including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to UTDB, representing us in all matters before UTDB, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our proposal, and generally dealing with UTDB in all matters in connection with or relating to or arising out of our proposal for the said Work and/ or upon award thereof to us and/or till the entering into of the Contract with UTDB.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……2025

For ……..
(Signature, name, designation and address)

(Notarised)
(Name, Title and Address of the Attorney)
Accepted

……
(Signature)

Witnesses:
1. ……
2. ……

Notes:

1. 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.

2. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person

executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostle certificate.

Annexure - 9
(On Rs. 100/- stamp paper)

CONTRACT FORM

THIS AGREEMENT made the .....day of....., 2025 between..... (Name of UTDB) (Hereinafter called "the UTDB") represented by ……..of the one part and..... (Name of Operator) of ..... (Hereinafter called "the Operator ") represented by ……. of the other part:

WHEREAS the UTDB is desirous that certain Goods and ancillary services viz., **Operation, Maintenance and Management of Tourist Rest House at Birthi, Pithoragarh** (Brief Description of Goods and Services) and has accepted a proposal by the Operator for the same in the sum of ..... (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   a) Power of Attorney;
   b) Affidavit;
   c) Covering letter;
   d) Price Schedule uploaded by the Operator;
   e) Scope of Services;
   f) Conditions of Contract;
   g) Letter of Award;
   h) Performance Security; and
   i) Minutes of pre-contract negotiation meeting
3. In consideration of the payments to be made by the Operator to UTDB as hereinafter mentioned, UTDB covenants with the Operator to offer the said property.

4. The Operator hereby covenants to UTDB to pay the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract in addition to providing the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Contract amount is Rs. …… (excluding GST).

6. Duration of the Contract is ……..

7. The mutual rights and obligations of the Client and the Operator shall be as set forth in this Contract.

8. If the Operator fails to execute its obligation as per the Scope of Work, the Client may terminate this Contract and forfeit the Performance Security submitted by the Operator.

9. UTDB reserves the right to terminate this Contract at any stage at its discretion with or without assigning any reason.

10. In the case of dispute arising between the Client and the Operator, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996 and subsequent amendments from time to time. All disputes shall be subject to jurisdiction of courts in Dehradun.

Brief particulars of the goods and services which shall be supplied /provided by the Operator are as under:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

For and on behalf of Uttarakhand Tourism Development Board	For and on behalf of M/s. …….
(Sri. ……..) …….	(Sri. / Smt. ……..) …….
Witness 1:	Witness 2:
(Signature)	(Signature)
(Name)	(Name)
(Address)	(Address)

Annexure - 10

(On not less than Rs. 100/- stamp paper)

AFFIDAVIT

1. I / We, ……. who is / are Authorised to sign and submit the proposal against your tender [title and reference number of the Invitation for proposals] do hereby undertake as follows:

   i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are correct and true.
   ii. any of our personnel, partner, representatives, sub-consultants, sub-Service Providers, Service Providers and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage, we do not have any conflict of interest.
   iii. indemnify and compensate the UTDB from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,
   iv. our firm / company, M/s. …….. has not been blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union Territory Administration in India as on the last date of proposal submission.

2. If we are found contravening this undertaking even after award of contract in our favour or anyone else, we accept disciplinary action by the UTDB including rejection of our proposal, annulment of contract and blacklisting.

Authorized signatory for the Bidder
Signed: _____
Name: _____
Designation:_____
Date: _____

(Notarised)
(Name, Title and Address of the Attorney)

Accepted
……
(Signature)

Witnesses:
1. ……
2. ……

Duly Authorised to sign this Authorization on behalf of: [insert complete name of bidder]

Annexure - 11

(To be made on Rs. 100/- stamp paper)

LITIGATION HISTORY

*[**Note:** Bidder/Proposer shall provide the certification or information as per format given below. Failure to provide such certification or information (fully and accurately) may result in a determination that the Bid/Proposal is non-responsive.]*

NO LITIGATION CERTIFICATION

I / We, hereby certify that our firm …….. has not been involved in any litigation for five (5) years preceding the date of submittal of this Bid/Proposal.

(sign and seal of bidder)

LITIGATION HISTORY INFORMATION (IF ANY)

(1) Name of Case: _____

Court case identification number: _____

Jurisdiction in which case was filed: _____

Outcome of the case: _____

(2) Name of Case: _____

Court case identification number: _____

Jurisdiction in which case was filed: _____

Outcome of the case: _____

DECLARATION:

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ (month and year) at _____

by _____

(signature of person responsible for submission of Bid/Proposal)

Annexure – 12

Organization Profile

1. Details of Bidder
   (a) Name:
   (b) Legal Status (Proprietor/Partnership/LLP etc..):
   (c) Country of incorporation:
   (d) Address of the corporate headquarters (if any) in India:
   (e) Year of Incorporation:

2. Details of individual(s) who shall serve as the point of contact / communication for the Authority within the Company:
   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number and Fax Number:
   (f) E-Mail Address:

Please enclose:

- Constitutional documents of the Applicant – Certificate of Incorporation, GST and PAN certificate, as applicable
- Company profile / brochure as applicable

Annexure - 13

Bid Securing Declaration

We, M/s. …… having its registered office at ……..the under signed, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We Accept that we will automatically be suspended from being eligible for bidding in any contract with UTDB for a period of 3 (three) years starting on the date we receive a notification from the UTDB, if we are in breach of our obligations(s) under the bid conditions because we:

(a) Have withdrawn our bid during the period of bid validity specified in the form of Bid; or
(b) Having been notified of the acceptance of our bid by UTDB during the period of bid validity, (i) fail or refuse to execute the contract, if required or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB / ITC.

We understand this Bid Securing declaration shall expire, if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the successful bidder, or (ii) 45 days after the expiration of our bid.

Dated this ……..Day of ……., 2025.

Name of the Bidder

…….
Signature of the Authorised Person

…….
Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder.*