

No. 5434/2-6-1395/2020

Dated 11th March, 2020

Subject: Request for Proposals through e-procurement portal for Selection of Service Provider for two different packages (Package 01- To Operate and maintenance of Toilets on Char Dham Routes and Package -02 for Supervision of Toilets on Char Dham Routes).

Tender Schedule

Date of downloading tender document	From 2:00 PM on 12.03.2020
Pre-proposal meeting	at 2:30 PM on 19.03.2020
Last date for seeking clarification, if any	Upto 2:00 PM on 21.03.2020
Start date and time for uploading of proposals (Technical & Financial) in e-Procurement platform	From 2:00 PM on 31.03.2020
Last date and time for uploading of proposals (Technical & Financial) in e-Procurement platform	Upto 2:00 PM on 07.04.2020
Time and date of opening of Technical proposal	at 2:30 PM on 07.04.2020
Time and date of opening of Financial proposal	To be intimated later
Place of Opening of proposals and Address for communication	Uttarakhand Tourism Development Board (UTDB) Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun – 248 003

I. Instruction to Bidder (ITB)

Uttarakhand Tourism Development Board (UTDB) invites RFP through e-procurement portal for **Selection of Service Provider for two different packages (Package 01- To Operate and maintenance of Toilets on Char Dham Routes and Package -02 for Supervision of Toilets on Char Dham Routes)** as per details given in this tender following Uttarakhand Procurement Rules, 2017.

1. Detailed Scope of Work / Services are given before commencement of Annexures Section.
2. Selection Criteria:
 - (i) Should have GST registration.
 - (ii) A Power of Attorney as per format in Annexure - 7.
 - (iii) Affidavit as per format provided in Annexure – 9.
 - (iv) The bidder should have a line of Credit from any bank or financial institution for not less than the amount required for providing services for three months effective during the contract period.
 - (v) The Service Provider should not have been black listed as on the last date of proposal submission by any Ministry / Department / under taking of Government of India or any State or Union Territory Administration.
 - (vi) Should have executed successfully one contract for providing sanitation services of not less than Rs. 100 lakhs for Package 01 and housekeeping services (management of cleaning, sanitation etc) of not less than Rs. 20 lakhs for Package 02 in any one year during financial years 2016-17, 2017-18 & 2018-19.

- (vii) Should have achieved an Average annual turnover during the financial years 2016-17, 2017-18 & 2018-19 of not less than Rs. 150 lakhs in case of bidding for Package-01 only or for both the packages and Rs. 40 lakhs in case of bidding for Package 2 only.

(The Financial turnover is the total financial turnover of the bidding company / organization / agency from any activity. But, financial capability of the Service Provider's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Service Provider.)

- (viii) In accordance with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20th August 2019, the eligible bidders (enterprises) are exempted from applicability of qualification criteria related to Financial Turnover and Past Performance.

3. With regard to selection criteria and Bidders' responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all Service Providers.
4. Tender fee of Rs. 5,900/= including GST (18%) to be paid by way of DD or Banker's cheque in favour of CEO, UTDB and payable at Dehradun.
5. Earnest Money:
 - (i) Earnest Money for an amount of Rs. 2,50,000/= in case of bidding for Package-01 only or for both the packages and Rs. 80,000/= incase of bidding for Package 2 only in the form of either a Bank draft or a Banker's cheque in favour of "The CEO, Uttarakhand Tourism Development Board" payable at Dehradun.
 - (ii) The Earnest Money shall be forfeited in the following cases:
 - (a) If the Service Provider withdraws its proposal during the interval between the last date for proposal submission and expiration of the proposal Validity Period;
 - (b) If the Successful Service Provider fails to provide the Performance Security within the stipulated time or any extension thereof provided by UTDB.
 - (iii) The bidders (enterprises) complying with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20th August 2019 are exempted from payment of Tender Fee and Earnest Money Deposit (EMD).
6. Clarifications:

Service Providers can seek clarification through e-mail to Planning Section at utdbplanning@gmail.com with CC. to procurement.utdb@gmail.com.
7. Amendment of Proposal:

At any time prior to the proposal due date, UTDB may modify the Request for Proposal including date extension through Addendum posted on the website: www.uktenders.gov.in.
8. Validity of Proposal:

The proposal shall be valid for not less than 120 (One hundred twenty) days from the last date for proposal submission.
9. Pre-Proposal Meeting:

To clarify and discuss issues with respect to the work and the proposal a Pre-Proposal meeting will be held as indicated in the Tender Schedule given on Page no. 1 of this document. Attendance of the Service Providers at the Pre-Proposal meeting is not mandatory.
10. Any conditional proposal shall be regarded as non-responsive and shall be rejected.

11. Format and Submission of Proposal:

- (i) Service Providers would provide all the information as per this proposal and in the specified formats. UTDB reserves the right to reject any proposal that is not in the specified formats.
- (ii) The proposal should be submitted in two folders as provided in the e-portal – Technical and Financial Proposals.
- (iii) Covering Letter as per format given in Annexure – 2
- (iv) Technical proposal folder should include:

All the documents required as per this RFP except Financial Proposal.

No financial information like price should be given in the Technical proposal, in which case the proposal shall be summarily rejected.

- (v) Financial proposal folder:
As per BoQ in the financial folder.
- (vi) The Service Provider shall prepare and submit online through website: www.uktenders.gov.in scanned copies of original documents comprising the proposal as described above.
- (vii) Proposals should be submitted / uploaded on the website: www.uktenders.gov.in only.

Submission of Proposals through any other mode is not acceptable and shall be rejected.

UTDB, at its sole discretion, may extend the last date for proposal submission proposal submission by issuing an Addendum on the website: www.uktenders.gov.in only.

- (viii) **Late Proposals:** It may be noted that the e-portal will not accept any proposal after the specified due time as per its server clock.
- (ix) The Service Provider is 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 Service Provider's risk and may result in rejection of its proposal.
- (x) **The Tender fee and Earnest Money shall be submitted / delivered to Planning Section of UTDB, Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun, before Technical Proposal opening.**
- (xi) Original Power of Attorney and Original Affidavit (as per format) shall be submitted / delivered to Planning Section of UTDB within three working days after the Technical Proposal opening.
- (xii) The proposal inviting authority shall not be held liable for any delays in the receipt of these original documents. Scanned copies of these documents should be uploaded as part of Technical Proposal.
- (xiii) In case these original documents are not received within the stipulated time, the proposal shall be summarily rejected. No other original documents are required at this stage.

12. Conditional proposal shall not be considered.

13. Proposal Opening:

- (i) Service Providers' representatives who choose to be present may attend the proposal opening.
- (ii) If the office happens to be closed on the date of opening as specified, the quotations will be opened on the next working day at the same time and venue.

14. Confidentiality :

- (i) Information relating to the examination, clarification, evaluation and recommendation shall not be disclosed to any person not officially concerned

- with the process.
- (ii) 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.

15. Clarifications :

- (i) To assist in the process of evaluation of proposals, UTDB may, at its sole discretion, ask any Service Provider 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 be 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 facsimile.
- (ii) UTDB reserves the right to independently verify the documents submitted by the Service Providers.

16. Proposal Evaluation:

- (i) Evaluation of Proposals will be done in two stages – first of Technical Proposal i.e., The bidders who meet the selection criteria given above shall be considered as technically responsive and thereafter only their financial proposals shall be opened.
- (ii) A Bidder can bid for either Package 01 only or Package 02 only or for both Packages. However, contract will be awarded only for one package. In case the bidder has submitted the lowest evaluated proposal for both Packages, the proposal which is financially more advantageous to UTDB shall be selected.
- (iii) The bidder may quote additional salary for any site under column “extra salary” in BOQ.
- (iv) The bidder should provide services for all the sites. In case the offer is to provide services partially, the proposal shall be considered as non-responsive.
- (v) For package 1, Cleaning/Sanitation material should be provided by the Service Provider and same should be included in the financial proposal. (Details of the material are given in the scope of work).
- (vi) Contract will be awarded for the lowest evaluated *responsive* proposal. In case more than one Service Provider has quoted same fee, the Service Provider having higher / highest total annual turnover during the Financial Years 2016-17, 2017-18 & 2018-19 will be declared as successful Service Provider.
- (vii) Proposal submitted with an adjustable price will be treated as non-responsive and rejected.
- (viii) With regard to selection criteria and Bidders’ responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all Bidders.
- (ix) Further applicable Financial Evaluation and subsequent purchase preference may be considered for the bidders (enterprises) eligible under the provisions of Uttarakhand Government Order (GO) of Finance Department No. 195/XXVII (7)32/2007 TC/2019 dated 12th July 2019.

17. UTDB’s Right to Accept or Reject Proposal:

- (i) 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, without liability or any obligation for such acceptance, rejection or annulment.
- (ii) UTDB reserves the right to reject any proposal including that of the Preferred Service Provider if:
 - (a) at any time, a material misrepresentation is made or uncovered; If a fraud or fraudulent practice adopted by any Service Provider is established, the Service Provider may be blacklisted and /or appropriate legal proceedings may be initiated against such Service Provider as per the prevailing laws, OR

- (b) the Service Provider does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.
- (iii) If such disqualification/ rejection occur after the Financial Proposals have been opened and the highest ranked Service Provider gets disqualified / rejected, then UTDB reserves the right to:
 - (a) either invite the next highest ranked Service Provider to match the Financial Proposal submitted by the highest ranked Service Provider; OR
 - (b) take any such measure as may be deemed fit in the sole discretion of UTDB, including annulment of the bidding process.

18. Notifications:

- (i) Upon acceptance of the Financial Proposal of the Preferred Service Provider with or without negotiations, UTDB shall declare the Successful Service Provider as Preferred Service Provider.
- (ii) The Notification of Award will constitute the formation of the Contract.

19. Negotiation

Ordinarily no negotiation shall be done. However in exceptional case where price negotiation is necessary due to some unavoidable circumstances, the same shall be resorted with the lowest evaluated responsive proposal.

20. Acknowledgement of Notification of Award (NOA):

Within seven (7) days from the date of issue of the NOA, the Successful Service Provider shall acknowledge the receipt of NOA.

21. Execution of Contract:

- a) The Successful Service Provider shall execute the Contract within one (1) week of the issue of NOA or such time as indicated by UTDB.

22. Performance Security:

- (i) Before signing of the Contract, the Successful Service Provider shall furnish Performance Security for 10% of contract value including GST.
- (ii) The Performance guarantee shall be forfeited and en-cashed in the following cases:
 - (a) If the Successful Service Provider withdraws midway during the work completion.
 - (b) Any other act or acts of the successful Service Provider which renders the work un-operational and UTDB establishes sufficient reasons to forfeit the performance guarantee.
- (iii) Failure of the successful Service Provider 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 lowest evaluated responsive proposal or call for new proposals.
- (iv) The Performance Security will be returned provided there is no pending dispute or claim.

23. Blacklisting for withdrawing the proposal or failure to sign the Contract or its execution:

Withdrawing the proposal or failure to sign the Contract or its execution after signing shall result in blacklisting of the bidder including JV / Consortium partner/s, if any. The blacklisting shall be effective from the date of notice issued by UTDB for a period of three years except under *force majeure* circumstances, in addition to forfeiture of EMD or Performance Security, if already submitted.

24. Debriefing and Appellate:

- (i) Any bidder may request in writing to CEO, UTDB for debriefing after award of contract.
- (ii) 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.

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 Service Provider, 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 price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
 - (c) "The Goods" means all the equipment, machinery, and/or other materials which the Service Provider is required to supply to the UTDB under the Contract;
 - (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Service Provider covered under the Contract;
- 1.2 The Service Provider shall permit UTDB to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by independent auditors appointed by UTDB, if so decided.
- 1.3 The Service Provider will provide details of salary disbursed to employees like bank statement, RTGS, etc to confirm compliance of Minimum Wages Act as prevalent in Uttarakhand.
- 1.4 The Service Provider will provide dress, safety & hygienic material like hand gloves, mask, gum boots & caps to the employees along with identity card. It is mandatory to wear the uniform during working hours and same should be included in the financial proposal.
- 1.5 Service Provider will ensure deployment of employees during working hours (5 AM to 9 PM). In case a situation arises of absence for any reason, the service provider should make appropriate replacement.

2. Payment:

- 2.1 Payment shall be made, after statutory deductions, on monthly basis within 30 days from submission of bills along with proof of statutory remittance like PF, ESI, GST, etc., subject to satisfactory performance as per the forms and procedure to be provided at the time of signing of the contract.
- 2.2 No additional payments shall be made other than as provided under this Contract.
- 2.3 In case any user fee collected, the same shall be collected as per direction of UTDB by the service provider and this amount shall be suitably adjusted to the monthly bills. Monthly bills in consideration with existing practices and contract with the service provider.
- 2.4 As operation & Maintenance (O & M) and supervision services for the toilets may be required in phases, so payment shall be made for the period of actual engagement only.

3. Period of Contract:

- 3.1 During Chardham Yatra Period for the year 2020. The service provider should start the services 15 days prior to commencement of Yatra. The Contract may be extended on same terms and conditions during Chardham Yatra Period for the year 2021.
- 3.2 The Service Provider shall not sub-contract any part of the services without prior written approval of the Client.

4. Compliance to Laws:

- 4.1 The Service Provider shall comply with all applicable laws *inter alia* Workman's Compensation Act., 1948, Employee's State Insurance Act, 1948, Minimum Wages Act, 1948 and Child Labour Prohibition and Regulation Act, 1986 as prevalent with regard to employment, safety, environment, etc., relevant for the services provided under this Contract.
- 4.2 The Service Provider shall indemnify, reimburse and compensate the Client against any third party claims.
- 4.3 The Service Provider shall make all necessary arrangements to attend any accident and the Client should not be held liable or responsible in this regard.
- 4.4 The personnel deployed shall be employees of the Service Provider and no circumstances at any time claim employment of the Client.
- 4.5 The Service Provider shall obtained all necessary statutory permissions for providing the contracted services.

- 4.6 The Service Provider shall employ the staff only after proper police verification and submit such verified certificates to the Client.
- 5. Liquidated Damages:**
If the Service Provider delays to offer any or all of the Services within the period(s) specified in the Contract, the Service Provider is liable to pay the liquidated damages @ 1% 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.
- 6. Termination of Contract:**
The Client reserves the right to terminate the Contract in case of not satisfactory performance after giving a written notice of minimum 30 days.
- 7. Settlement of Disputes:**
- 7.1 The UTDB and the Service Provider 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.
- 7.2 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 Service Provider 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 Service Provider 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.
- 7.3 All disputes shall be subject to jurisdiction of courts in Dehradun.

SCOPE OF WORK

Statement of Purpose:

To ensure clean and safe Yatra, Uttarakhand Tourism Development board has decided to largely focus on development, upgradation and expansion of public toilets along with the other existing amenities like Tourist information Centre, Parking and bus shelters to ensure ease of toilet accessibility and overall comfort to users. An extensive baseline survey was done for more than 100 existing toilet facilities with the help of an online mobile application. Uttarakhand Tourism Development Board would require two different agencies for the O&M of the toilets on the Chardham route, one each for sweeper and sanitation supervisor respectively. The roles & responsibilities of the O&M staff is well described in the concerned document.

O&M staff and their responsibilities:

1. Sanitation Supervisor:

Supervisor will be responsible for monitoring the performance of cleaner and caretakers and for keeping a record on the status of O&M of each toilet complex. The supervisor should plan visits in such a way that he/she inspects the toilet block twice a day, 9 AM -12 Noon & 4 PM - 7 PM. During the working hours he will visit & supervise the sites allotted by UTDB and submit the feedback online. A few visits should be during the peak hours. A supervisor's duties include:

- 1.1 Ensuring that the toilets are neat and clean, all infrastructural facilities are available and functioning well and users are fully satisfied.
- 1.2 Attending the complaints and suggestions recorded in the complaint book / box/feedback system.
- 1.3 Daily updates twice a day, 9 AM -12 Noon & 4 PM - 7 PM on online feedback system during inspection of toilet block as per the format provided by the UTDB.
- 1.4 Bringing to the notice of the concerned person / authority, the difficulties and problems faced in the operation of the toilet blocks.

The focus of inspections and the recommended frequency could be:

Daily: Cleaner's feedback to the concerned agency, Toilet facility exterior and interior cleanliness, availability of utilities, health and safety hazards, other nuisance factors.

Weekly: Site safety and security.

Monthly: Public health awareness, management, operating schedule.

Quarterly: Repairs, structural integrity, rate of usage and user satisfaction.

Inspection to be conducted by Supervisor (Manually & digitally):

S.N.	Area & Activity
1	Check if All blocks, Open area and reception area have been swept and waste removed appropriately.
2	Check if all Dustbins have been emptied and cleaned.
3	Check if Cleaning, Sweeping & Mopping of floors with Disinfectant cleaner of all the floors including staircases and all the rooms/halls has been done.
4	Check if cleaning, Sweeping & Mopping of common areas has been done.
5	Check doors, windows, window glass and grills, window panes, furniture, fixtures, venetian blinds, window edges for cleanliness
6	Check if there are any Stains, Spills, footmarks on floor
7	Check if Reception area has been swept, mopped and dusted.
8	Check if toilets are clean and dry.
9	Check working of exhaust fans
10	Check Stair case cleaning, sweeping & mopping
11	Change/check of toilets papers/ napkins
12	Check if waste papers and any other garbage and blockage and choking from the entire area covered has been removed appropriately.

13	Check for cleaning of baskets, wastepaper baskets, cobwebs and disposing off all collected refuse at designated site.
14	Check if cleaning and scrubbing of toilets, wash basins, sanitary fittings, glasses & mirrors and toilets floors has been done.
15	Check if cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. has been done properly Check below water level and under rims including areas at hinges and cistern handles. Check if restock of toiletries, including Liquid hand soap, Toilet paper, air freshener, and Sanitary Cubes and Naphthalene balls in toilets has been done.
16	Check if hairs, dust, dirt or any such object are present.
17	Check if cleaning, sweeping, dusting, mopping, scrubbing of canteen, reception, security rooms, committee room, conference room has been done. Meeting rooms should be checked at regular intervals during the day (especially after each meeting).
18	Check if waste has been removed from office premises.
19	Check if one Housekeeping personnel is present in front of every toilet.

2. Sweeper/Cleaner:

The Asset (including toilets / urinals / floors / walls / other structural elements / etc.) shall be serviced, cleaned and maintained on all 7 days of the week. Clean for the toilet operation purpose shall mean “complete removal of all stains, dirt, dust and any foreign matter from surfaces, fixtures and fittings”. The Sweeper should submit the feedback online twice a day (Forenoon & Afternoon) as per the format provided by the UTDB.

A. Continuously and regularly as & when occurs:

- i. Collect litter, refuse, leaves and other debris both inside and outside the building, including entrance path and/or steps, subways which service the toilet, any shrubbery / garden area within 2m beyond these features. All litter / refuse / debris shall be removed and disposed of at sites agreed between the Operator and the government.
- ii. Ensure all toilet seats are clean and dry. To maintain the acceptable standard, check sanitary ware, floors, etc., clean all soiled areas using the approved cleaner / descaler / hard surface cleaner as appropriate. Disinfect around all sanitary wares, washbasins and disposal bins.
- iii. Replenish toilet paper, soaps, paper towels and other consumables, as necessary.
- iv. Refill soap dispensers where required and wipe clean. Empty all disposal bins.
- v. Spray air freshener throughout interior of the building sufficient to mask unpleasant odour (optional).

B. Daily [twice a day, at start and close of operations]:

- i. Check operation of taps and pipework for leaks and repair leaks immediately.
- ii. Clean off all surfaces of sanitary ware using sanitary cleaner / descaler with particular attention to the reduction of any encrustations found. ‘Standing areas’ of urinals shall be treated with sanitary cleaner / descaler and washed down.
- iii. Wash down all walls and partitions using hard surface cleaner. Damp wipe doors using a diluted disinfectant solution.
- iv. Sweep any entrance ways, subways and/or steps/ramps which service the toilet.
- v. Wipe clean any ledges, fittings, pipework and any other surfaces where dust/dirt may accumulate.
- vi. Watering creepers and maintenance of Facade developed.

C. Weekly [without obstructing usage]

- i. Clean graffiti, painting over where necessary from all surfaces both inside and outside of the toilet taking care to avoid damage to the surface beneath.
- ii. Remove cobwebs and obvious dust collections from ceilings.
- iii. Clean advertisement boards and ensure all fittings (electrical / mechanical / civil) are functional and apprise responsible agency.
- iv. Wash windows, ventilators and frames both inside and outside.

- v. Remove all unwanted articles.
- vi. Clean out rainwater gutters and downpipes and remove debris from flat or low pitched roofs.

3. Service Provider

- i. placement of staff to their allocated locations.
- ii. availability of sufficient water supply at each of the toilets for cleaning and washing. If required, supply water should be organized through alternate means including hiring of water tankers. (In case of water tankers, extra cost at actual duly authorized by respective DTDO and certify by the site supervisor shall be paid by UTDB).
- iii. all plumbing, wastewater connections up to septic tank / sewer connections are functional.
 - provide emergency lamps in case of power failure during working hours.
 - make own arrangement for security of the toilet facility and its fixtures.
 - All employees deployed should be trained for polite behavior with the users.
 - site shall not be used for storage or parking or residing purpose.
 - shall ensure that the complaint or suggestion register/digital monitoring device is made available and accessible to the users at all time during the operational hours.

List of Locations:

Sr. No.	District	Location (Place name/ nearby landmark)
1	Dehradun	Juddo Silon
2	Dehradun	Hathyari
3	Dehradun	Sahastradhara market
4	Dehradun	Sahastradhara bus stand
5	Dehradun	Sahastradhara near Ropeway
6	Dehradun	Tapkeswar Garhi cantt
7	Tehri Garhwal	Mussoorie Lake
8	Tehri Garhwal	Kolhukhet Mussoorie road
9	Tehri Garhwal	Suvakholi Bend, Uttarkashi road
10	Tehri Garhwal	Dhanolti
11	Tehri Garhwal	Kaddukhal
12	Tehri Garhwal	Kempty
13	Tehri Garhwal	Dhanolti market
14	Tehri Garhwal	Kampty Fall
15	Tehri Garhwal	Kirtinager Near sulabh
16	Tehri Garhwal	Devparyag near bridge
17	Tehri Garhwal	Devparyag near tehshil
18	Tehri Garhwal	Devparyag near bridge (N.P)
19	Tehri Garhwal	Teen dhara(Deborah)
20	Tehri Garhwal	Kirtinagar
21	Tehri Garhwal	Narendra Nagar
22	Tehri Garhwal	Selupani
23	Tehri Garhwal	Chamba Bus Stand
24	Tehri Garhwal	Ghansali lower market
25	Tehri Garhwal	Near PWD officer residential colony, Ghansyali
26	Tehri Garhwal	Nainbag
27	Tehri Garhwal	Kandisaur
28	Tehri Garhwal	Guldy Road chamba
29	Tehri Garhwal	Mussori Road chamba
30	Tehri Garhwal	Kamaand
31	Tehri Garhwal	Ghansali, near police station

Sr. No.	District	Location (Place name/ nearby landmark)
32	Tehri Garhwal	Chamba (Dhrashu Road)
33	Tehri Garhwal	Village Pilwa, near bridge
34	Tehri Garhwal	Semukhem temple entry gate
35	Tehri Garhwal	Peepaldali
36	Tehri Garhwal	Singh Dwar Haridwar
37	Tehri Garhwal	Vyasi
38	Uttarkashi	Near taxi union office chiniyalisod
39	Uttarkashi	Near hotel holy view
40	Uttarkashi	Barkot
41	Uttarkashi	Near Gangotri (N.P)
42	Uttarkashi	Badeti, near Badeti pul
43	Uttarkashi	Damta
44	Uttarkashi	Near petrol pump
45	Uttarkashi	Barkot double story main market
46	Uttarkashi	Near bhatwari market
47	Uttarkashi	Jankichatti
48	Uttarkashi	Near hotel Nain (Bhatwari road)
49	Uttarkashi	After dharali market
50	Uttarkashi	Near Jhala Bridge
51	Uttarkashi	Near harsil post office
52	Uttarkashi	Near Katha ground
53	Uttarkashi	Near Katha ground
54	Uttarkashi	Chinyalisaur near school
55	Uttarkashi	Chinyalisaur in front of lake
56	Uttarkashi	Jhala
57	Uttarkashi	Harshil
58	Uttarkashi	Gangotri in tourism parking
59	Uttarkashi	Barkot in parking
60	Uttarkashi	Ranachatti
61	Uttarkashi	Janki Chatti 1
62	Uttarkashi	Kedarghat
63	Uttarkashi	Vishwanath Mandir
64	Rudraprayag	Guptkashi near temple
65	Rudraprayag	Ukhimath near temple
66	Rudraprayag	Ukhimath in market
67	Rudraprayag	Chadrapuri
68	Rudraprayag	Augustmuni
69	Rudraprayag	Rudraparyag sangum
70	Rudraprayag	Rudraparyag main market
71	Rudraprayag	Narkota
72	Rudraprayag	Guptkashi in lower market
73	Rudraprayag	Fata
74	Rudraprayag	Gaurikund
75	Rudraprayag	Kalimath
76	Rudraprayag	Kartikeya swami
77	Chamoli	Birahi
78	Chamoli	Garud ganga, pakhi
79	Chamoli	Pipalkoti
80	Chamoli	karanparyag Lower Bazar
81	Chamoli	karnprayag near bus station parking
82	Chamoli	karnprayag Upper bazar
83	Chamoli	Gopeshwar

Sr. No.	District	Location (Place name/ nearby landmark)
84	Chamoli	Pandukeshwar
85	Chamoli	badrinath taxi stand mana road
86	Chamoli	gobind gath
87	Chamoli	badrinath near p.w.d guest house
88	Chamoli	Mandal
89	Chamoli	Gauchar 1
90	Chamoli	Chamoli
91	Chamoli	gauchar 2
92	Chamoli	Nandpryag 2
93	Chamoli	josimath (near Gate)
94	Chamoli	Old texi stand Badrinath
95	Chamoli	New bus parking Badrinath
96	Chamoli	Badrinath nagar panchyat bhawan
97	Chamoli	josimath (near Temple)
98	Chamoli	Langashu
99	Chamoli	Nand paryag 1
100	Chamoli	Helipad Badrinath
101	Chamoli	Helung
102	Chamoli	mana gaon (near Sishu Mandir)
103	Chamoli	Mana Texi stand
104	Pauri	Pauri (near Bus stand)
105	Pauri	Srikot,Srinagar
106	Pauri	Srinagar, near temple
107	Pauri	Sringar, near sainik rest house
108	Pauri	Satpuli
109	Pauri	Dhari devi
110	Pauri	Jahrikhal
111	Pauri	Duggada
112	Pauri	kotdwar sabji mandi
113	Pauri	kotdwar, malini market

**Chief Executive Officer,
UTDB.**

Fraud and Corrupt Practices

- 1) The Service Providers 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 Service Providers if it determines that the Service Providers 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 an Service Providers 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 Service Providers 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 2 (two) years from the date such Service Providers 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 4, 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 or arising therefrom, 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 UTDB, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 1.2.6, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Work or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of UTDB in relation to any matter concerning the Work;
 - 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 Service Providers with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

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 Selection of Service Provider for either (Package 01- To Operate and maintenance of Toilets on Char Dham Routes or Package -02 for Supervision of Toilets on Char Dham Routes).

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 are submitting bid for :
 - (a) *Package 1 only
 - (b) *Package 2 only
 - (c) *For both packages

(* Pl strike off suitably)

3. We have uploaded Technical and Financial Proposals appropriately on the e-procurement portal: www.uktenders.gov.in
4. We confirm that our proposal is valid for a period of 120 (one hundred and twenty) days from last date for proposal submission.
5. 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 thisDay of, 2020.

Name of the Service Provider

.....
Signature of the Authorised Person

Note:

*** *On the Letterhead of the Service Provider.*

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 Service Provider 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 Service Provider in connection with the instant proposal.

Format for Technical Proposal

(To be provided on the Letterhead of the Service Provider and to be signed by the Service Provider)

A. Past Experience of the Service Provider

Sl. No.	Name of the Client	Contract no. and date	Contract value	Commencement date		Completion date	
				As per Contract	Actual	As per Contract	Actual
1							
2							
3							

The Service Provider may submit more details / information to substantiate its claim for past experience.

.....
Name of the Service Provider

.....
Signature of the Authorised Person

Format for Financial Proposal

Annexure - 5

As per BoQ in the Financial Folder.

Format for Financial Capability

Financial Year	Amount in Rs.
2016-17	
2017-18	
2018-19	

Note:

1. The Bidder should provide the Financial Capability based on its 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 should be duly certified by CA along with his / her firm stamp and registration no. will be considered.

{ 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 to **Operate and maintenance of Toilets on Char Dham Routes** 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 OF2.....

For
(Signature, name, designation and address)

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

Witnesses:
1.
2.

(On Rs. 100/- stamp paper)

CONTRACT FORM

THIS AGREEMENT made theday of....., 2018 between.....
(Name of UTDB) (Hereinafter called "the UTDB") represented byof the one part
and..... (Name of Service Provider) of (Hereinafter called "the
Service Provider ") represented by of the other part:

WHEREAS the UTDB is desirous that certain Goods and ancillary services viz., **Operate and maintenance of Toilets on Char Dham Routes** (Brief Description of Goods and Services) and has accepted a quotation by the Service Provider 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) the Proposal and the Price Schedule uploaded by the Service Provider;
 - b) the Fraud & Corrupt practices;
 - c) the Covering letter;
 - d) the Anti-Collusion Certificate;
 - e) the Affidavit;
 - f) Conditions of Contract; and
 - g) the UTDB's Notification of Award.
3. In consideration of the payments to be made by the UTDB to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the UTDB to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The UTDB hereby covenants to pay the Service Provider in consideration of the provision of the goods and services and the remedying of defects therein, 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.

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

TOTAL VALUE:

Contract Period:

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.

Signed, Sealed and Delivered by the
said (For the UTDB)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Service Provider)
in the presence of:.....

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

AFFIDAVIT

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 true,
- ii. any of our personnel, representatives, sub-consultants, sub-Service Providers, service providers, Service Provider s 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,
- 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. and our Principal M/s. are not blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union territory administration in India.

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 Service Provider

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 Service Provider]*