

No. 3814/2-6-1389/2021

Dated 15th February 2021

Subject: Request for Proposals through e-procurement portal for selection of Service Provider for two different packages (Package 01- To install, operate and maintenance of temporary toilets on Kedarnath and Hemkund Sahib route & sweeping / cleaning of the Kedarnath trek and Package -02 for Supervision of the temporary toilets).

Tender Schedule

Date of downloading tender document	From 2:00 PM on 15.02.2021
Pre-proposal meeting	at 2:30 PM on 22.02.2021
Last date for seeking clarification, if any	Upto 2:00 PM on 24.02.2021
Start date and time for uploading of proposals (Technical & Financial) in e-Procurement platform	From 2:00 PM on 10.03.2021
Last date and time for uploading of proposals (Technical & Financial) in e-Procurement platform	Upto 2:00 PM on 15.03.2021
Time and date of opening of Technical proposal	at 2:30 PM on 15.03.2021
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 install, operate and maintenance of temporary toilets on Kedarnath and Hemkund Sahib route and sweeping / cleaning of the Kedarnath trek and Package -02 for Supervision of the temporary toilets)** 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. Eligibility and Qualification Criteria:
 - (i) Should have GST registration.
 - (ii) If any bidder, during three years prior to last date for proposal submission, has not signed the Contract or failed to execute the Contract after signing for UTDB is not eligible against this tender
 - (iii) A Power of Attorney as per format in Annexure - 7.
 - (iv) Affidavit as per format provided in Annexure – 9.
 - (v) 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.

- (vi) 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.
- (vii) Should have executed successfully one contract for providing sanitation services of not less than Rs. 50 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 2017-18, 2018-19 & 2019-20.
- (viii) Should have achieved an Average Annual Turnover during FY 2017-18, 2018-19 & 2019-20 of not less than Rs. 100 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.)

- (ix) 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 online as per details given under ITB Clause No. 5 (ii) before technical proposal opening. **In case of non-payment within the stipulated time, the proposal shall be summarily rejected.**

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/= in case of bidding for Package 2 only to be paid online as per details given below before technical proposal opening. **In case of non-payment within the stipulated time, the proposal shall be summarily rejected.**

- (ii) The **Tender fee and Earnest Money** should be remitted through **net banking**. The details 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 – ALLA0213398
- (vii) GST No. – 05AAALU0031F1ZK
- (viii) PAN – AAALU0031F

- (iii) The Earnest Money shall be returned to unsuccessful Service Providers within a period of thirty (30) days from the date of announcement of the Successful Service Provider. The Earnest Money submitted by the Successful Service Provider shall be released upon furnishing of the Performance Security.

- (iv) The Successful Service Provider's Earnest Money will be returned, without any interest, upon the signing of the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof.

- (v) 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.
- (vi) 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 on the date, time and place indicated in the Tender Schedule given on Page no. 1 of this document, subject to required permissions on account of situation arising out of COVID 19. 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.**
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 **(a) Original Power of Attorney** (as per format) **and (b) Original Affidavit** (as per format) shall be submitted in person or through registered post / speed post / courier 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. The Proposal Inviting Authority shall not be held liable for any delays in the receipt of these documents. **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) The bidder should bid for all line items in the respective package. Partial quote will be considered as non-responsive for the respective package.
- (iii) 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.
- (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) In case of package 1, for cleaning/sanitation material shall be provided by the service provider according to quantity and quality parameters acceptable to UTDB.

- (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 2017-18, 2018-19 & 2019-20 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. 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:

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;

2. Audit of accounts:

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.

3. Payment:

- 3.1 Payment shall be made, after statutory deductions, on monthly basis within 30 days from submission of bills subject to satisfactory performance as per the forms and procedure to be provided at the time of signing of the contract.
- 3.2 No additional payments shall be made other than as provided under this Contract.
- 3.3 Payment shall be made monthly and on *pro rata* basis for part of the month.

4. Period of Contract:

- 4.1 For one year from signing of the contract, subject to satisfactory performance of the service provider to be reviewed periodically. If required, the Contract may be extended for one more year on same terms and conditions.
- 4.2 The Service Provider shall not sub-contract any part of the services without prior written approval of the Client.

5. Compliance to Laws:

- 5.1 The Service Provider shall make all necessary arrangements to attend any accident to its employees and the Client should not be held liable or responsible in this regard.
- 5.4 The personnel deployed shall be employees of the Service Provider and under no circumstances at any time they can claim employment of the Client.
- 5.5 The Service Provider shall obtain all necessary statutory permissions for providing the contracted services.
- 5.6 The Service Provider shall employ the staff only after proper police verification and submit such verified certificates to the Client.

6. 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.

7. Termination of Contract:

The Client reserves the right to terminate the Contract in case of non-satisfactory performance including violation of any statutory provision, acting against public interest, breach of privacy, safety and security of the users after giving a written notice of minimum 30 days.

8. Settlement of Disputes:

- 8.1 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.
- 8.2 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.
- 8.3 All disputes shall be subject to jurisdiction of courts in Dehradun.

SCOPE OF SERVICES

Statement of Purpose:

To ensure hygienic and safe Chardham 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 existing toilet facilities with the help of an online mobile application. Uttarakhand Tourism Development Board would require two agencies separately for O&M of the toilets and their supervision.

The services will be required only during Chardham yatra season as decided by the temple authorities from April / May to October / November.

PACKAGE - 1

(A) Installation of temporary toilets at the identified locations as per specifications given below:

Sl. No.	Item	Description of work
A	Sub structure	
1	Brick work	Common burnt clay F.P.S. (non-modular) bricks class designation 7.5 cement with mortar 1:6 (1 cement : 6 coarse sand) provision in-platform & leach pit
2	PCC	1:4:8 (1 cement : 4 coarse sand) (zone-III : 8 graded stone aggregate 40 mm nominal size) provision in-platform & apron
3	Plaster work	15 mm cement plaster with 1:6 neat finish ((1 cement : 6 fine sand) provision in-platform
4	RCC	1:1.5:3 (1 cement : 1.5 coarse sand (zone-III):3 graded stone aggregate 20 mm nominal size). Provision in-Leach pit
5	Steel reinforcement for R.C.C. work	Thermo-mechanically treated bars of grade fe-500D or more. Provision in-Leach pit
6	Water storate tank of 200 ltr. Capacity	Polyethylene water storage tank, IS : 12701 marked or approved quality
7	PVC pipe 110 mm diameter	Unplasticised rigid PVC rain water pipes conforming to IS : 13592 type A
8	Water closet squatting pan / urinal	White vitreous china Orissa pattern W.C. pan of size 580x440 mm
B	Super Structure	
1	MS frame structure	Circular Hollow Tube of 20 mm diameter 4-vertical post of 2.00 mm height, 4-horizontal member at bottom of 1.25m length, 4-horizontal member at top of 1.25, length, tubular member truss of 5 inclined member (all members connected to each other through MS elbow)
2	Water proof tent	Polyster fabric waterproof tent provided for the superstructure, which has a provision of zip-chain opening from the front. Size of tent (1.25x1.25x2.20m)

(B) List of Locations:

Sl. No.	Location	Total seats
(A)	Sitapur to Shri Kedarnath trek route	
1	Sitapur parking	20
2	Sonprayag parking	19
3	Gaurikund parking	2
4	Gaurikund helipad	2
5	Ghodapadav Gaurikund	10

Sl. No.	Location	Total seats
6	Gaurikund mata mandir / garamkund	7
7	Junglechatti, chhori	4
8	Junglechatti tin shed	4
9	Junglechatti near water tank-4	2
10	Junglechatti shop no. 25	2
11	Junglechatti market	2
12	Bheemwali jharna	3
13	Bheemwali near to GMVN	2
14	Bheemwali vaikalpik marg	6
15	Bheemwali Samadhi	2
16	Bheemwali near to bridge	3
17	Rambada tin shed	2
18	Bheemwali new route	4
19	Chotti lincholi	2
20	Chotti lincholi near tin shed	4
21	Chotti lincholi SDRF camp	4
22	Badi lincholi SDRF camp	5
23	Badi lincholi Dandi-Kandi counter	3
24	Badi lincholi, helipad	3
25	Badi lincholi police line	2
26	GMVN to chhawani camp	13
27	Rudrapoint, Kedarnath	2
28	Ghodapadav, Kedarnath	8
29	Police line, Kedarnath	32
30	GMVN base camp, Kedarnath	4
31	Base camp to helipad, Kedarnath	8
32	Tent colony, Kedarnath	12
33	Registration counter, Kedarnath	4
34	Kedarnath near bridge	2
35	Mandakini ghat, Shri Kedarnath	2
36	Bhopal Bhawan, Shri Kedarnath	2
37	Near to Mandakini bridge, Shri Kedarnath	2
38	Biometric counter, Shri Kedarnath	8
39	Near helipad, Kedarnath	5
40	Base camp, Kedarnath	20
Total		243
(B)	Guptkashi to Sitapur	
1	Phata helipad	8
2	Jamuni nursery	2
3	Rampur market	2
4	Sitapur market	2
Total		14
(C)	Hemkund trek route	
1	Bhyundar, hemkund marg	6
2	Ghanghariya ghodapadav	2
3	Near Ghanghariya bridge	4
4	Pulna Hemkund Sahib route / Ghanghariya helipad	5
Total		17
Grand Total = (A)+(B)+(C)		274

(C) Services to be provided:

- (i) Placement of staff to their allocated locations (Manpower requirement: For female washrooms, female staff preferable. However, in case of non-availability in specific locations, it is not mandatory. But concerned supervisors should ensure safety, security and dignity of the females using the facilities).
- (ii) Availability of sufficient water supply at each of the toilets for cleaning and washing.

- (iii) All plumbing, wastewater connections up to septic tank / sewer connections are functional.
- (iv) Make own arrangement for security of the toilet facility and its fixtures.
- (v) All employees deployed should be trained for polite behavior with the users.
- (vi) 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.
- (vii) Garbage disposable: Service Provider's responsibility to dispose off at the nearest Municipal disposable area.
- (viii) 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.
- (ix) Service Provider will ensure deployment of employees during working hours i.e., 5:00 AM to 9:00 PM daily. In case a situation arises of absence for any reason, the service provider should make appropriate replacement.
- (x) In case of any damage to the toilets, the service provider shall replace / repair within two days.
- (xi) The toilets shall be 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".
- (xii) Replenish toilet paper, soaps, paper towels and other consumables, as necessary.
- (xiii) Refill soap dispensers where required and wipe clean. Empty all disposal bins.

(D) Cleaning and up-keep of trek route from Gaurikund to Kedarnath Dham: To clean / sweep the entire trek of approximately 16 kms.

PACKAGE - 2

Responsibility of Supervisor:

- (i) Supervisor will be responsible for monitoring the performance of the service provider and their employees in accordance with services to be provided as per the Contract.
- (ii) The supervisor shall inspect each toilet at least two times in a day i.e., between 9:00 AM and 12:00 Noon, and between 4:00 PM and 7:00 PM.
- (iii) Submit the feedback offline / online as and when required, but at least once in a day.
- (iv) Bringing to the notice of the concerned person / authority, the difficulties and problems faced in the operation of the temporary toilet.
- (v) To ensure safety, security and privacy of the users.

**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 two different packages (Package 01- To install, operate and maintenance of temporary toilets on Kedarnath and Hemkund Sahib route & sweeping / cleaning of the Kedarnath trek and Package -02 for Supervision of the temporary toilets)

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 :
 1. *Package 1 only
 2. *Package 2 only
 3. *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, 2021.

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.
2017-18	
2018-19	
2019-20	

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 **(Package 01- To install, operate and maintenance of temporary toilets on Kedarnath and Hemkund Sahib route and sweeping / cleaning of the Kedarnath trek and Package -02 for Supervision of the temporary toilets)** 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., (**Package 01- To install, operate and maintenance of temporary toilets on Kedarnath and Hemkund Sahib route and sweeping / cleaning of the Kedarnath trek and Package -02 for Supervision of the temporary toilets**) (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]*