

MARCH 23, 2021

Selection of Service Provider for Refurbishment,
Operation & Maintenance of Restaurant & Parking
at Katarmal
TENDER DOCUMENT



Uttarakhand Tourism Development Board

Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi
Cantonment, Dehradun - 248003

Contents

Tender Schedule	3
I. Instruction to Bidder (ITB)	4
II. Conditions of Contract.....	11
III. Scope of Services	14
Annexure – 1: Fraud and Corrupt Practices.....	16
Annexure – 2: Format for Covering Letter	17
Annexure – 3: Anti-Collusion Undertaking.....	18
Annexure – 4: Format of Performance Bank Guarantee.....	19
Annexure – 5: Format for Technical Proposal	21
Annexure – 6: Format for Financial Proposal	22
Annexure – 7: Format for Financial Capability	23
Annexure – 8: Power of Attorney for signing of Application	24
Annexure – 9: Contract Form	25
Annexure – 10: Affidavit.....	27

Tender Schedule

S. No.	Event Description	Date
1	Deadline for receiving queries	31/03/2021
2	Pre-Bid meeting	31/03/2021 at 12:00 Hrs
3	Authority response to queries latest by	07/04/2021
4	Bid Due Date	16/04/2021 till 15:00 Hrs
5	Opening of Technical Proposal	16/04/2021 at 15:30 Hrs
6	Opening of Financial Proposal	[To be specified]

I. Instruction to Bidder (ITB)

Uttarakhand Tourism Development Board (UTDB) advises the Government on all matters relating to tourism in the State. The statutory board is chaired by the Tourism Minister Govt. of Uttarakhand. The Secretary tourism acts as Chief Executive Officer. The board also functions as a regulatory and licensing Authority.

UTDB strives to place Uttarakhand on the tourism map of the world as one of the leading tourist destinations, and to make Uttarakhand synonymous with tourism. Its prerogative is to develop tourism as a major source of employment and income/revenue generation and as a pivot of the economic and social development in the State.

UTDB with assistance from Ministry of Tourism, Government of India has developed tourist infrastructure on various themes across the state and "Finding Shiva" is one of the themes. Under this theme, tourism infrastructure was developed at Katarmal in Almora.

With an objective of facilitating the tourists visiting these places UTDB intends to outsource operation and maintenance of these infrastructure to a private agency.

Operation and maintenance of tourism infrastructure created under various schemes is one of the key agendas of UTDB.

Tourism infrastructure created under "Finding Shiva" theme will lose its value if not maintained. Presently, Temple Society is maintaining the infrastructure at Devidhura and infrastructure created at other location is not being maintained properly.

1. In this context, UTDB invites tender for Selection of Service Provider for Refurbishment, Operation & Maintenance of Restaurant & Parking at Katarmal as per details given in this tender following Uttarakhand Procurement Rules, 2017.
2. Detailed Scope of Work / Services are given before commencement of Annexures Section.
3. Qualification Criteria:
 - 3.1. The Bidder should be a legal entity as per Indian Law.
 - 3.2. The Bidder should have GST registration.
 - 3.3. A Power of Attorney for signing of proposal needs to be furnished in favour of the Authorized Signatory as per format provided in Annexure - 8.
 - 3.4. Affidavit as per format provided in Annexure – 10.
 - 3.5. The Bidder should not have been blacklisted as on the last date of proposal submission by any Ministry / Department / undertaking of Government of India or any State or Union Territory Administration.
 - 3.6. The bidder who has not signed the Contract or not executed the Contract against any tender of UTDB, except under *force majeure* circumstances, during three years prior to date of this notification shall be summarily disqualified.
 - 3.7. Should have achieved an Average annual turnover during the financial years 2017-18, 2018-19 & 2019-20 of not less than Rs. 3.00 Lakh (Rupees Three lakh only).
(The Financial turnover is the total financial turnover of the bidding company / organization / Bidder from any activity. But, 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.)

- 3.8. Exemption to bidders shall be provided in accordance with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20th August 2019.
4. The bidders should submit along with the proposal, all relevant documents to establish their eligibility and also for meeting post-qualification criteria.
- 4.1. Covering Letter as per format provided in Annexure – 2
- 4.2. Declaration regarding Fraud & Corrupt Practices as per format provided in Annexure – 1
- 4.3. Proof of Legal Entity
- 4.4. GST Registration Certificate
- 4.5. Anti-Collusion Certificate as per format provided in Annexure - 3
- 4.6. Technical Proposal as per format provided in Annexure – 5.
- 4.7. A Power of Attorney for signing of proposal needs to be furnished in favour of the Authorized Signatory as per format provided in Annexure - 8.
- 4.8. Affidavit as per format provided in Annexure - 10.
- 4.9. The Bidder should not have been blacklisted as on the last date of proposal submission by any Ministry / Department / undertaking of Government of India or any State or Union Territory Administration
5. With regard to qualification criteria; and bidders' responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all bidders.
6. Tender fee of Rs. 2,000 + Applicable GST to be paid online as per details given under ITB Clause No. 15 (15.11).
- 7. Earnest Money**
- 7.1. Earnest Money for an amount of Rs. 9,000/- to be paid online as per details given under ITB Clause No. 15.11.
- 7.2. The Earnest Money shall be returned to unsuccessful bidders within a period of thirty (30) days from the date of announcement of the Successful Bidder. The Earnest Money submitted by the Successful Bidder shall be released upon furnishing of the Performance Security.
- 7.3. The Successful Bidder'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.
- 7.4. The Earnest Money shall be forfeited in the following cases:
- 7.4.1. If the Bidder withdraws its proposal during the interval between the last date for proposal submission and expiration of the proposal Validity Period; and
- 7.4.2. If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by UTDB.
- 7.5. 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).
- 8. Proposal Preparation Cost**
- 8.1. The Bidder shall be responsible for all the costs associated with the preparation of its proposal and its participation in the bidding process. UTDB will not be responsible or in any way liable for such costs, regardless of the outcome of bidding process.
- 9. Clarifications**
- 9.1. bidders requiring any clarification on the tender document may upload the queries on website: www.uktenders.gov.in or through e-mail to pppcell.utdb@gmail.com prior to deadline for receiving queries as per **Tender Schedule**. The subject of communication shall clearly bear

Selection of Service Provider for Refurbishment, Operation & Maintenance of Restaurant & Parking at Katarmal

the following identification / title: Queries/ clarifications: Selection of Service Provider for Refurbishment, Operation & Maintenance of Restaurant & Parking at Katarmal

10. Amendment of Proposal

- 10.1. Before the deadline for submission of bids, UTDB may modify the bidding documents by issuing addenda/corrigenda.
- 10.2. Any addendum/corrigendum thus issued shall be a part of the bidding documents and shall be uploaded on the website i.e. www.uktenders.gov.in as a corrigendum.
- 10.3. To give prospective bidders reasonable time to take an addendum/corrigendum into account in preparing their bids, UTDB, at his discretion, extend as necessary the deadline for submission of bids.

11. Validity of Proposal

- 11.1. The proposal shall be valid for not less than 90 (Ninety) days from the last date for proposal submission (but excluding the day of proposal submission).
- 11.2. 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.

12. Pre-Proposal Meeting

- 12.1. Due to prevailing Covid-19 pandemic, Pre-Bid meeting shall be held online as per **Tender Schedule**. Interested bidders willing to participate in Pre-Proposal meeting are requested to share their intent of joining the meeting online on email: pppcell.utdb@gmail.com, so that meeting invite can be forwarded to them.
 - 12.2. During the course of Pre-Proposal conference, 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.
13. 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. Any conditional proposal shall be regarded as non-responsive and shall be rejected.
14. No interpretation, revision, or other communication from UTDB regarding this solicitation is valid unless posted on website: www.uktenders.gov.in.

15. Format and Submission of Proposal

- 15.1. bidders 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.
- 15.2. The proposal should be submitted in two folders as provided in the e-portal – Technical and Financial Proposals.
- 15.3. Covering Letter as per format given in Annexure – 2
- 15.4. Technical proposal folder should include:
All the documents required as per this tender document except Financial Proposal.
No financial information like price should be given in the Technical proposal, in such case the proposal shall be summarily rejected.

Selection of Service Provider for Refurbishment, Operation & Maintenance of Restaurant & Parking at Katarmal

- 15.5. Financial proposal folder should include:
The Bidder shall fill the excel utility supplied on e-tender website under the Financial Proposal and upload the duly filled excel utility on e-tender website as per instructions provided.
- 15.6. The Bidder shall prepare and submit online through website: www.uktenders.gov.in scanned copies of original documents comprising the proposal as described above.
- 15.7. Proposals should be submitted / uploaded on the website: www.uktenders.gov.in only.
Submission of proposals through any other mode is not acceptable and such proposals shall not be considered.
- 15.8. 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.
- 15.9. **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.
- 15.10. The Bidder 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 Bidder's risk and may result in rejection of its proposal.
- 15.11. The **Tender fee and Earnest Money** should be remitted through **net banking**. The details are:
Beneficiary name – CEO Uttarakhand Tourism Development Board Dehradun
Bank's name – Allahabad Bank
Account Number – 50517934250
Branch – Nimbuwala, Garhi Cantt
Address – Nimbuwala, Garhi Cantt, Dehradun
IFSC – ALLA0213398
- 15.12. Scanned copies of documents listed in clause 4 should be uploaded as part of Technical Proposal. **In case scanned copy not uploaded in the Technical Folder, the proposal shall be summarily rejected.**

16. Modification and Withdrawal of Proposals

- 16.1. The Bidder may modify or withdraw its proposal on e-portal before the proposal due date and time. However, no proposal can be modified or withdrawn thereafter.
- 16.2. Withdrawal of a proposal during the interval between the proposal due date and expiration of the proposal Validity Period would result in forfeiture of the Earnest Money.
17. 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.
18. Conditional proposal shall not be considered. Any proposal found to contain conditions attached, shall be rejected.

19. Proposal Opening

- 19.1. bidders' representatives who choose to be present may attend the proposal opening.
- 19.2. If the office happens to be closed on pre-proposal meeting or proposals' 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 date on e-portal, unless it is also extended.**

20. Confidentiality

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

Selection of Service Provider for Refurbishment, Operation & Maintenance of Restaurant & Parking at Katarmal
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.

21. Clarifications

- 21.1. 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 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.
- 21.2. UTDB reserves the right to independently verify by a team of Officers of UTDB or independently facts and figures provided in the documents submitted by the bidders; in addition to right to disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 21.3. bidders shall fill up the required information as per the prescribed proposal form. If any Bidder does not fill up the information properly, UTDB has a right to reject such proposals.

22. Proposal Evaluation

- 22.1. To assist in the examination, evaluation, and comparison of proposals, UTDB may utilise the services of consultant/s or advisor/s.
- 22.2. Evaluation of proposals will be done in two stages – first of Technical Proposal, if found responsive, followed by Financial Proposal.
- 22.3. Contract will be awarded for the highest offered Annual fee excluding taxes. This quoted annual fee shall not be less than Rs. 3.0 lakh for the first year. In case more than one Bidder has quoted same fee, the Bidder having higher / highest cumulative annual turnover during the Financial Years 2017-18, 2018-19 & 2019-20 will be declared as successful Bidder.
- 22.4. In case of discrepancy / mismatch between figures and words, words shall be considered for evaluation; and, for successful Bidder, for Award of Contract.
- 22.5. Proposal submitted with an adjustable price will be treated as non-responsive and rejected.
- 22.6. 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.
- 22.7. Proposals of lesser validity shall be summarily rejected as non-responsive.
- 22.8. Proposals of value less than indicated under 22.3 shall be summarily rejected as non-responsive

23. UTDB's Right to Accept or Reject Proposal

- 23.1. 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.
- 23.2. UTDB reserves the right to reject any proposal including that of the Preferred Bidder if:
 - 23.2.1. 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

Selection of Service Provider for Refurbishment, Operation & Maintenance of Restaurant & Parking at Katarmal

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

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

23.3.1. either invite the next highest ranked Bidder to match the Financial Proposal submitted by the highest ranked Bidder; OR

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

24. Negotiation

24.1. 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 highest evaluated responsive Bidder

25. Notifications

25.1. Upon acceptance of the Financial Proposal of the Preferred Bidder with or without negotiations, UTDB shall declare the Successful Bidder as Preferred Bidder or selected Service Provider.

25.2. 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.

25.3. The Notification of Award will constitute the formation of the Contract.

26. Acknowledgement of Notification of Award (NOA)

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

27. Execution of Contract

27.1. The Successful Bidder shall execute the Contract within two (2) weeks of the issue of NOA or such time as indicated by UTDB.

27.2. 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.

28. Performance Security

28.1. Before signing of the Contract, the Successful Bidder shall furnish Performance Security for an amount equal to not less than 10% of annual fee including GST quoted by the Bidder by way of an irrevocable Bank Guarantee (Annexure 4) issued by a scheduled bank located in India in favour of UTDB with validity for 60 (sixty) days beyond the performance of the Contract:

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

28.2.1. If the Successful Bidder withdraws midway during the work completion.

28.2.2. Any other act or acts of the successful Bidder which renders the work un-operational and UTDB establishes sufficient reasons to forfeit the performance guarantee.

28.3. 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 lowest evaluated Bidder or call for new proposals.

29. Blacklisting for failure to sign the Contract or its execution

29.1. Failure to sign the Contract or its execution after signing shall result in blacklisting of the bidder during warranty period and post warranty CMC period. 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.

30. Debriefing and Appellate

Selection of Service Provider for Refurbishment, Operation & Maintenance of Restaurant & Parking at Katarmal

- 30.1. Any bidder may request in writing to CEO, UTDB for debriefing after award of contract.
- 30.2. 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.

II. Conditions of Contract

1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
 - 1.1.1. "**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;
 - 1.1.2. "**The Contract Price**" means the fees payable by the Service Provider under the Contract for the full and proper performance of its contractual obligations;
 - 1.1.3. "**Services**" means services required to be provided by 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.

2. Indemnity

- 2.1. The Service Provider shall indemnify UTDB against all third-party claims arising out of this Contract including accidents and damage to the vehicles in the parking area; loss or theft of users' property; and any legal and financial liabilities arising out of negligence or otherwise of the Service Provider's personnel.
- 2.2. In addition, the Service Provider shall undertake an insurance cover for an assured sum equivalent to the Contract value including GST against third party liability in the name / joint name of "CEO, UTDB".
- 2.3. The Service Provider shall take all other appropriate insurance covers to protect its own property and employees.
- 2.4. The Service Provider 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 Service Provider shall comply with all applicable statutory provisions including guidelines issued by NGT or any other authority/ies with regard to environment protection, safety of the users and general public during the operation by the Service Provider.
- 3.2. The Service Provider shall comply with all applicable statutory provisions with regard Minimum Wages Act, PF, ESI, etc., for the personnel employed.
- 3.3. The Service Provider has to register itself in Uttarakhand State for remittance of GST; if not registered earlier before commencement of services.

4. Payment

- 4.1. Agency would quote an annual fee, which shall not be less than Rs. 4.25 lakh for first year. There will be an increment of 5% per annum.
- 4.2. The Service Provider shall pay the quoted annual fee pro rata every quarter in advance before 5th of first month of relevant quarter.
- 4.3. The Service Provider shall pay bills for water, electricity, etc. directly to the concerned agencies / departments / authorities.
- 4.4. The Service Provider 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. Tariff

- 5.1. The Service Provider shall have the sole and exclusive right to demand, collect and appropriate Fee/ User Charge/ Revenue as per the market driven rates for the facilities provided by the Service Provider in accordance with the provisions of this Agreement. The Service Provider shall carry the operation and maintenance of all usable and common facilities including circulation area and also be responsible for collection of the tariff/ rental/ charges for all the space and services,

6. Commencement of Services

- 6.1. The Service Provider shall provide all the services agreed upon within seven (7) days from Signing of the Contract.

7. Period of Contract

- 7.1. The period of contract is 10 (Ten) years from signing of the Contract, subject to satisfactory performance of the Service Provider to be reviewed periodically, and at least once a year. The Contract may be extended on same terms and conditions for further periods, but not exceeding in aggregate one year.

8. Contract Amendments

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

9. Assignment

- 9.1. The Service Provider 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

- 10.1. 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.

11. The Service Provider shall rectify any deficiency in the services intimated by UTDB or its authorized representatives within 15 days from the date of such notification. In case such deficiency/ies are not rectified, 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 Service provider. If the Service provider continues to ignore such notices, UTDB reserves the right to terminate the contract, when such recoveries amount to the quantum of Performance Security amount.

12. Termination for Default

- 12.1. The UTDB may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:
- 12.2. if the Service Provider 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; or
- 12.3. if the Service Provider fails to perform any other obligation(s) under the Contract.
- 12.4. If the Service Provider, in the judgment of the UTDB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 12.5. In the event the 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 Service Provider shall be liable to the UTDB for any excess costs for such similar Services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

13. Force Majeure

- 13.1. The Service Provider 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.

14. Settlement of Disputes

- 14.1. 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.
- 14.2. 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.
- 14.3. All disputes shall be subject to jurisdiction of courts in Dehradun.

III. Scope of Services

1. Restaurant, Parking Area and shops (the “**Project Site**”) constructed by the UTDB to be managed.
2. **Working Hours:** Parking should be operational 24 hours on all days without break and Restaurant & Shops as per guidelines of the state government & district/ local authorities.
3. Appropriate number of CCTV cameras to be installed covering the Project Site including entry and exit points.
4. Full CCTV footage should be archived and made available for review by UTDB or any authority authorized by UTDB or Court during the Contract period.
5. Put up Signboard near Entry point and other prominent places displaying tariff and contact details for complaints / suggestions.
6. All tokens / tickets shall be computerized.
7. Agency’s personnel are responsible to inform the police or any other appropriate authorities regarding any suspicious material or person/s noticed within the parking area.
8. Agency should provide at least one drinking water outlet.
9. Toilets, one each for gents and ladies should be provided along with water supply and cleaning arrangements.
10. Agency shall ensure adequate water and power supply including back up for the Project Site.
11. The Service Provider shall get all the designs, furnishings, furniture, equipment etc. approved from UTDB and it has to be in line with overall theme.
12. The Service Provider shall be responsible for all the clearances as may be required for the operations of the project.
13. The use of standards and specifications for use of material, construction technology and operations shall adhere to the national and international set of specifications and the best practices in the industry. The work will follow the latest standards, codes and recommendations of the Indian Bureau of Standards and/or other applicable standards, specifications, norms, codes etc. If any relevant/applicable code / standard / specification indicated are superseded by another code/ standard / specification, the later will be applicable.
14. The Service Provider shall provide the required firefighting equipment and facilities including fire exits, fire proof doors, etc. conforming to relevant standards and the applicable rules and regulations.
15. The Service Provider shall provide all the necessary facilities to the entry/ exit, seating and movement of physically challenged persons including wheelchairs.
16. The Service Operator shall maintain the food safety as per standards & guidelines issued by The Food Safety and Standards Authority of India (FSSAI).
17. **Operation & Maintenance Requirements**
 - 17.1. The Service Provider shall, adhere to the following standards of operation and maintenance till the end of Agreement Period, on his own cost:
 - 17.1.1. Cleanliness
 - 17.1.1.1. Service Provider shall ensure that the Project Site areas are clean.
 - 17.1.1.2. Service Provider shall arrange for dustbins in Project Site areas to minimize littering from Users of the Project Site.
 - 17.1.1.3. There should be regular sweeping of the Project Site areas multiple times in a day to ensure cleanliness.

Selection of Service Provider for Refurbishment, Operation & Maintenance of Restaurant & Parking at Katarmal

- 17.1.1.4. While cleaning the Project Site, Service Provider shall make sure that the dump shall not be thrown in rest of the areas, except any area which is designated by UTDB for such purpose.
 - 17.1.1.5. Service Provider shall follow adequate waste management and disposal methods for waste generated from Project Site operations.
 - 17.1.1.6. Service Provider shall follow the following timetable for routine cleaning of the Project Site.
- 17.2. Operational Requirements
- 17.2.1. Service Provider shall ensure that operation of the Facility does not disturb rest of the activities in the area.
 - 17.2.2. Information signage's and display boards shall be visible, legible and functional. These shall be cleaned once in a week. Damaged signages and boards shall be replaced, repaired within seven days of detection.
 - 17.2.3. Service Provider shall not damage, destruct or demolish any structure, area or asset, which is owned by UTDB, inside or outside Project Site areas without prior instructions and / or approval of UTDB.
 - 17.2.4. **Electric Meter** – Service Provider shall check all meters once in a month time to ensure that they are functioning and are showing correct readings.
 - 17.2.5. **Standby Power Supply** – Service Provider shall have arrangement of standby power supply by approved Generators/ Inverter at his own cost and maintenance, which should be available 24 hours.
- 17.3. Maintenance requirements
- 17.3.1. Security and safety
 - 17.3.2. Housekeeping and sanitation
 - 17.3.3. Repair, replacement and maintenance of civil, electrical, plumbing, sanitary, fire safety, drainage, sewage system, outer and inner walls, flooring, roof, backyard area etc.
 - 17.3.4. Any other work to be done which is available in the restaurant premises.
- 17.4. Safety
- 17.4.1. Any fault in the electrical equipment & fittings like switches, receptacles, wiring, sanitary items etc. shall be identified, tested and repaired within 24 hours of detection to prevent accidents.

In case of any difference of opinion in any matter the decision of the CEO, UTDB will be final.

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 Annexure - 1, 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) 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 bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Annexure – 2: Format for Covering Letter¹

To

The Chief Executive Officer,

Uttarakhand Tourism Development Board,

Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantonment,
Dehradun - 248003

Dear Sir,

Ref.: Request for Proposals for Selection of Service Provider for Refurbishment, Operation & Maintenance of Restaurant & Parking at Katarmal.

We have read, understood and accept all the terms and conditions given in the tender document 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.

We hereby agree and undertake as under:

1. We have uploaded Technical and Financial Proposals appropriately on the e-procurement portal: www.uktenders.gov.in
2. We confirm that our proposal is valid for a period of 90 (Ninety) days from last date for proposal submission.
3. We confirm that we are not ineligible on account of not signing the Contract or not executing the Contract against any tender of UTDB, except under force majeure circumstances, during three years prior to date of this notification.
4. 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 Bidder

.....

Signature of the Authorised Person

¹ On the Letterhead of the Service Provider

Annexure – 3: Anti-Collusion Undertaking²

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.

² On the Letterhead of the Service Provider

Annexure – 4: Format 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. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantonment, Dehradun - 248003 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 Service Provider”**), has been granted the permission to **operate and manage the Shopping Complex and Parking at Chamba (Tehri)** for a period of 10 (Ten) years (hereinafter referred to as **“the work”**).

- A. In terms of the Contract, the Service Provider 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 Service Provider.
- B. At the request of the Service Provider, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Service Provider 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 Service Provider”**) of all its obligations relating to the Work and in connection with achieving the work objectives by the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider or postponement/non exercise/ delayed exercise of any of its rights by UTDB or any indulgence shown by UTDB to the Service Provider and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-

Selection of Service Provider for Refurbishment, Operation & Maintenance of Restaurant & Parking at Katarmal 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 Service Provider /the Guarantor or any absorption, merger or amalgamation of the Service Provider /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: Format for Technical Proposal³

Date: dd/mm/yyyy

UDIN:

To

Chief Executive Officer,
Uttarakhand Tourism Development Board
Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantonment,
Dehradun - 248003

Subject: Selection of Service Provider for Refurbishment, Operation & Maintenance of Restaurant & Parking at Katarmal. (Tender No: Dated: / /)

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the Tender Document for Selection of Service Provider for Refurbishment, Operation & Maintenance of Restaurant & Parking at Katarmal.

I hereby declare that below are the details regarding turnover of _____ over last 3 financial years :

S. No	Details	FY 2017-18 (in Crores) (i)	FY 2018-19 (in Crores) (ii)	FY 2019-20 (in Crores) (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover-				

The above information is based on the audited financial statements.

Yours Sincerely,

Signature of Auditor (with official seal)

Membership No. :

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

³ On the letterhead of Chartered Accountant

Annexure – 6: Format for Financial Proposal

The Bidder shall fill the excel utility supplied on e-tender website under the Financial Proposal and upload the duly filled excel utility on e-tender website as per instructions provided.

Annexure – 7: Format for Financial Capability

Financial Year	Annual Turnover (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. Annual Turnover Certificate duly certified by chartered accountant along with his / her firm stamp and registration number will only be considered.

Annexure – 8: Power of Attorney for signing of Application⁴

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize 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 **Selection of Service Provider for Refurbishment, Operation & Maintenance of Restaurant & Parking at Katarmal** 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 OF2021

For

(Signature, name, designation and address)

(Notarized)
(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.
3. 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 Apostille certificate.

⁴ 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.

Annexure – 9: Contract Form

(On Rs. 100/- stamp paper)

THIS AGREEMENT made theday of....., 2021 between..... (Name of UTDB) (Hereinafter called "**the UTDB**") represented throughof the one part and..... (Name of Service Provider) of (Hereinafter called "**the Service Provider** ") represented through of the other part:

WHEREAS the UTDB is desirous that certain Goods and ancillary services viz., **Selection of Service Provider for Refurbishment, Operation & Maintenance of Restaurant & Parking at Katarmal** (Brief Description of Goods and Services) and has accepted a proposal 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. Power of Attorney;
 - b. Affidavit;
 - c. Covering letter;
 - d. Price Schedule uploaded by the Service Provider;
 - e. Scope of Services;
 - f. Conditions of Contract;
 - g. Notification of Award;
 - h. Minutes of pre-contract negotiation meeting; and
 - i. Performance Security;
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: 10 (Ten) Years

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.

Selection of Service Provider for Refurbishment, Operation & Maintenance of Restaurant & Parking at Katarmal

Signed, Sealed and Delivered by the
said

(For the UTDB)

In the presence of:

- 1.
- 2.

Signed, Sealed and Delivered by the
said

(For the Service Provider)

Annexure – 10: Affidavit

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

5. I / We, who is / are Authorized 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.
6. 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 Authorized to sign this Authorization on behalf of: [insert complete name of Bidder]