



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

**Invites**

**Request for Proposal**

**For Selection of Parking Operator -  
“To Operate and Manage UTDB Parking at Various Sites in Uttarakhand”**

**Issued on 11.03.2023**

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

**LETTER OF INVITATION**

1. Uttarakhand Tourism Development Board (UTDB) invites proposals from all eligible bidders to operate parking at the sites mentioned in the table below: -.

Sl. No.	Package No	Parking Site	Details of Facilities
1	Package -1	Parking at Anandvan Samadhi at Haridwar.	1.Area-80 Mtsx30 Mts=2400 Sqm 2.Capacity = 80 Cars
2	Package -2	Parking at Baurari in Distt. New Tehri	1.Area: 1320 Sq. Mtr. 2.Capacity – 46 Car
3	Package -3	Multistory Parking at Chamba in Distt Tehri Garhwal	1.Area: 4130 Sq. Mtr. 2.Capacity – 15 Bus & 99 Car 3.Toilets-12 (06 Gents and 06 Ladies) 4.Shops: 08 Shops under Construction
4	Package -4	Parking at Sahastradhara in Dehradun	1.Area: 5800 Sq. Mtr. 2.Capacity – 245 Cars 3.Toilets; 11 Seater toilet

2. More details are provided in the Scope of Work in this RFP.
3. The Bidder may bid for any or all the packages as per its convenience.
4. The proposal shall be valid for a period of 120 (one hundred and twenty) days from last date for proposal submission.
5. The Bidder offering **Highest Annual Fees** to the Client shall be the successful bidder in the respective packages as described in this RFP and in accordance with Uttarakhand Procurement Rules, 2017.
6. The Technical and Financial Proposals shall be submitted online through [www.uktenders.gov.in](http://www.uktenders.gov.in) only. No other mode of submission shall be accepted / considered. The Bidders will submit the proposal by the date & time indicated in Data Sheet.

Yours sincerely,

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

## **DISCLAIMER**

The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

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

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

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

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

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

## **Proposal Submission Procedure: -**

- (a) The proposal documents shall be published online on the e-Government Procurement System (e-GPS) portal i.e. <http://www.uktenders.gov.in> on the date and time as mentioned in the tender time schedule (Key Dates).
- (b) The Proposal must be submitted online through [www.uktenders.gov.in](http://www.uktenders.gov.in) only within the scheduled time. Submission of the proposal in any other mode shall not be entertained and shall be rejected. The e-portal shall not accept any late proposal as per Server clock.
- (c) All the interested bidders are required to register on e-GPS portal i.e. <http://www.uktenders.gov.in> which is free of cost.
- (d) The bidder is also required to obtain Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). Digital Signature is mandatory to participate in the e-tendering. More information on how to obtain a DSC and also its use is available under the link “Information about DSC” on the e-GPS portal i.e. <http://www.uktenders.gov.in>.
- (e) Proposals shall be submitted online on the same e-GPS portal i.e. <http://www.uktenders.gov.in> after signing them electronically using a Digital Signature Certificate (DSC) within the stipulated time as mentioned in tender time schedule (Key Dates). Online Proposals, ready for submission / upload, shall include bidding document, scanned copy of Cost of bidding document, proposal security & all the Supporting Documents in support of qualification other than rates filled by the bidder in BOQ.
- (f) Offline submission of Original Documents: - The bidders are also required to submit in original all the documents listed in Clause 2.3 (2) of I.T.B., either by registered post or by hand, in the office UTDB Dehradun within prescribed time. UTDB will not be responsible for any reason for non-receipt of the required original documents within prescribed time.
- (g) Proposals will be opened in the office of the UTDB, Dehradun by the designated Tender Opening Committee in the presence of intending bidders or their authorized representatives on the date and time as mentioned in tender time schedule (Key Dates) If the office happens to be closed on the date of opening of the Proposals as specified, the proposals will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of proposals.
- (h) The proposals shall remain valid for a period not less than 120 days from deadline date of proposal submission.
- (i) Bidders are advised to visit the respective sites before quoting their rates. Once the proposals are accepted, no claim whatsoever will be acceptable.
- (j) A pre-proposal meeting to clarify the issues regarding the tenders is proposed to be held in the Office UTDB Dehradun on date & time as stipulated in ITB Clause 2.
- (k) Any Addendum / Corrigendum including any date extension and clarifications will be uploaded on [www.uktenders.gov.in](http://www.uktenders.gov.in) and will not be published in newspapers. Hence, interested bidders should regularly visit this website to keep them abreast with the latest developments
- (l) UTDB shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any proposal updates, the Authority shall not be liable for any information not received by the bidder. It is the bidders’ responsibility to verify the website for the latest information related to this proposal.

## I. Instruction to Bidder (ITB)

### 1. **Introduction:**

Uttarakhand Tourism Development Board 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. Every year millions of tourists arrive to Uttarakhand for tourism from all over the country and abroad. UTDB possess parking at (i) Anandvan Samadhi, Haridwar, (ii) Baurari at Tehri, (iii) Multistory Parking at Chamba and (iv) Shastradhara, Dehradun, which it intends to operate through a qualified Parking Operator. In order to select the suitable operator to operate and manage the parking facility at the above mentioned sites, UTDB invites proposals from eligible bidders as per Uttarakhand Procurement Rules 2017 and its amendments.

### 2. **Submission of RFP:**

The following shall be the schedule dates of Selection Process:

<b>Date of downloading of tender document</b>	From 11:00 AM on 11.03.2023
<b>Pre-proposal meeting</b>	at 12.00 Noon on 17.03.2023
<b>Last date for seeking clarification, if any</b>	Upto 05:00 PM on 18.03.2023
<b>Start date and time for uploading of proposal in e-Procurements platform</b>	From 03:00 PM on 20.03.2023
<b>Last date and time for uploading of proposal in e-Procurements platform</b>	Upto 03:00 PM on 29.03.2023
<b>Time and date of opening of Technical proposal</b>	at 03:30 PM on 29.03.2023
<b>Time and date of opening of Financial proposal</b>	To be intimated later
<b>Place of Opening of proposals and Address for communication</b>	Uttarakhand Tourism Development Board (UTDB) Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun – 248 003

- 2.1 The Bidders shall adhere to the date and time and address for submission of the proposals.
- 2.2 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.
- 2.3 The proposal should be submitted in two folders as provided in the e-portal – Technical and Financial Proposals.

#### (A) **Technical proposal folder shall include:**

##### **1. The scanned copy of following documents shall be uploaded on e- procurement portal. The bidder shall sign every page of the technical proposal.**

- (i) Covering Letter as per Annexure-2
- (ii) Certificate of Incorporation
- (iii) Copy of GST/PAN
- (iv) MSME/Start Up Certificates (If applicable)
- (v) Power of Attorney (if applicable)
- (vi) Proof of Tender Document Fees/EMD
- (vii) Bid Securing Declaration (if Applicable)
- (viii) Affidavit as per Annexure-10

- (ix) Affidavit of Litigation History as per Annexure-11
- (x) Turn Over Certificate along with Copy of Balance sheets.
- (xi) All other 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.

**2. The following Original Documents shall be submitted to UTDB.**

- (i) Power of Attorney (if applicable)
- (ii) Affidavit as per Annexure-10
- (iii) Affidavit of Litigation History as per Annexure-11
- (iv) Original Tender Document Fee and EMD (not required in case of online payment) and;
- (v) Bid Securing Declaration (If Applicable)

The required original documents shall be submitted in person or through registered post / speed post / courier to PPP Cell of UTDB, Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun, before last date and time for opening of technical proposals. The Proposal Inviting Authority shall not be held liable for any delays in the receipt of these documents. Non submission of the required original submissions within scheduled time may lead to rejection of the proposal. **No other original documents are required at this stage.**

**(B) Financial proposal folder:**

As per BoQ in the financial folder.

- 2.4 The bidder shall prepare and submit online through website: [www.uktenders.gov.in](http://www.uktenders.gov.in) scanned copies of original documents comprising the proposal as described above.
- 2.5 Proposals should be submitted / uploaded on the website: [www.uktenders.gov.in](http://www.uktenders.gov.in) only. **Submission of proposals through any other mode is not acceptable and shall not be considered.** 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](http://www.uktenders.gov.in) only.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 Each Bidders shall submit one proposal only. No Bidder shall submit more than one Proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified.
- 2.11 Bidders should familiarize themselves with Local conditions and take them into account in preparing their Proposals.
- 2.12 Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. Client will not be responsible in any way liable for such costs, regardless of the conduct or outcome of bidding.
- 2.13 The Client is not bound to accept any proposal, and reserves the right to annul the selection

process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

- 2.14 The Proposal as well as all related correspondence exchanged by the Bidders and the Client shall be written in English language.
- 2.15 Conditional proposal shall not be considered. Any proposal found to contain conditions attached, shall be rejected.

### **3. Eligible Bidders:**

For determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply:

- 3.1 The bidder should be a legal entity as per Indian Law.
- 3.2 The Bidder should have valid GST registration.
- 3.3 The bid shall be submitted by legally authorized representative of the bidder.
- 3.4 The Bidder should have a minimum Average Annual Turnover of Rs. 25.00 Lakhs in last three financial years i.e 2019-20, 2020-21 and 2021-22. (Bidders are required to submit certificate issued by Chartered Accountant firm in support of required Turnover).
- 3.5 JVs / Consortiums are not allowed.
- 3.6 The bidder **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.
- 3.7 If any bidder, during three years prior to last date for proposal submission, has not signed the Contract after issue of Notification of Award (NOA) by UTDB or failed to execute the Contract after signing for UTDB, is not eligible against this tender.

### **4. Proposal Preparation Cost:**

- 4.1 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 conduct or outcome of bidding
- 4.2 The bidders should submit along with the proposal, all relevant documents to establish their eligibility and also for meeting qualification criteria.

### **5. Tender Document Fee:**

Bidders are required to submit a non-refundable Tender fee of Rs. 1,180/- (Rupees 1,000/- + GST) in the form of DD / Banker's cheque from a Scheduled Bank, drawn in favour of "CEO, UTDB" payable at Dehradun OR to be paid online as per details given under ITB Clause No. 6 (6.8) before opening of technical proposals. **In case of non-submission of the required Tender fee within time will lead to rejection of the proposal.**

### **6. Earnest Money Deposit (EMD):**

- 6.1 Bidders are required to submit a refundable EMD of Rs. 20.00 (Twenty) Thousand per package only in the form of DD / Banker's cheque from a Scheduled Bank, drawn in favour of "CEO, UTDB" payable at Dehradun OR to be paid online as per details given under ITB Clause No. (6.8) **In case of non-submission of the required Tender fee/EMD within time will lead to rejection of the proposal.**
- 6.2 Proposals not accompanied by EMD shall be summarily rejected.
- 6.3 No interest shall be payable by the Client for the sum deposited as Earnest money deposit.
- 6.4 EMD shall be valid for a period of 60 days beyond bid validity period.

- 6.5 The EMD of the unsuccessful Bidders would be returned within one month of signing of the contract with successful Bidder. EMD of successful bidder shall be returned after submission of the required Performance Security and signing of the Contract.
- 6.6 Bids accompanied with lesser value of EMD or Document Fee shall be summarily rejected as non-responsive.
- 6.7 The EMD shall be forfeited by the Client in the following events:
- (a) If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.
  - (b) If the Proposal is varied or modified in a manner not acceptable to the Client after opening of Proposal during the validity period or any extension thereof.
  - (c) If the Bidder tries to influence the evaluation process.
  - (d) If the successful Bidder fails to submit the required Performance Security and sign the contract within prescribed time.
- 6.8 Bank details for net-banking are:
- (a) Beneficiary name – CEO Uttarakhand Tourism Development Board Dehradun
  - (b) Bank’s name – Indian Bank
  - (c) Account Number - 50517934250
  - (d) Branch – Nimbuwala, Garhi Cantt
  - (e) Address – Nimbuwala, Garhi Cantt, Dehradun
  - (f) IFSC – IDIB000N599
  - (g) GST No. – 05AAALU0031F1ZK
  - (h) PAN – AAALU0031F
- 6.9 The bidders (enterprises) complying with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20th August 2019 shall be eligible for the applicable exemptions. Such bidders availing the exemption for EMD shall submit “Bid Securing Declaration” in lieu of EMD as per format provided in Annexure - 12.

## **7. Performance Security:**

- 7.1 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 DD or Banker’s cheque payable in favour of “Chief Executive Officer, UTDB” at Dehradun or an irrevocable and unconditional 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:
- 7.2 The Performance security shall be forfeited and en-cashed in the following cases:
- (i) If the successful bidder withdraws midway during the work completion.
  - (ii) 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.
- 7.3 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 highest evaluated bidder or call for new proposals.

## **8. Annual Fee:**

Successful Bidder has to pay Fixed Annual Fees to the Client as quoted by the bidder in the BoQ, bidders have to quote Annual Fee for each package separately in the BoQ. Annual Fee accepted by UTDB shall be paid by the successful bidder biannually (every six (6) months) in advance before 5<sup>th</sup> Day of relevant month.



**9. Annual Rate of escalation:**

The annual fee shall escalate every year @5% per annum on the last year price.

**10. Amendment of Proposal:**

- 10.1 At any time prior to the proposal due date, UTDB may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the proposal through Addendum / Corrigendum which will be posted on the website: [www.uktenders.gov.in](http://www.uktenders.gov.in) only.
- 10.2 In order to afford bidders reasonable time in which to take an Addendum into account, or for any other reason, UTDB may, at its own discretion, extend the proposal due date.
- 10.3 No interpretation, revision, or other communication from UTDB regarding this solicitation is valid unless posted on website: [www.uktenders.gov.in](http://www.uktenders.gov.in)

**11. Pre-Proposal Meeting:**

- 11.1 To clarify and discuss issues with respect to the work and the proposal, a Pre-Proposal meeting will be held on the date, time and place indicated in the Tender Schedule given on Page no. 1 of this document. In addition, participation through **Video Conference (VC)** will also be facilitated, details for which will be shared on request. Attendance of the bidders at the Pre-Proposal meeting is not mandatory. **But it is highly recommended to attend for understanding the provisions of RFP and Selection process.** Bidder shall request all the clarifications in written to the Client, request for any clarification received after due date shall not be entertained.
- 11.2 During the course of Pre-Proposal conferences, the bidders will be free to seek clarifications and make suggestions for consideration of UTDB. UTDB shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

**12. Conditional Bids:**

- 12.1 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, the bidders would be deemed to have accepted the terms and conditions of the proposal with all its contents including the Contract.
- 12.2 Conditional proposal shall not be considered. Any proposal found to contain conditions attached, shall be rejected.

**13. Clarifications:**

- 13.1 Bidder requiring any clarification on the tender document shall be obtained through e-mail to [pppcell.utdb@gmail.com](mailto:pppcell.utdb@gmail.com) with CC to [procurement.utdb@gmail.com](mailto:procurement.utdb@gmail.com) prior to the time and date given in the Tender Schedule.
- 13.2 To assist in the process of evaluation of proposals, UTDB may, at its sole discretion, ask any bidder for clarification including additional information and documents. In case of any additional documents, same can be accepted only if they are of historical nature i.e., either the documents or facts in the documents should have existed prior to 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.

**14. Validity of Proposal:**

- 14.1 The proposal shall be valid for not less than 120 (One Hundred and Twenty) days from the last date for proposal submission (but excluding the day of proposal submission). Proposals of lesser

validity shall be summarily rejected as non-responsive.

- 14.2 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.

#### **15. Modification and Withdrawal of Proposals:**

- 15.1 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.
- 15.2 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.

#### **16. Proposal Opening:**

- 16.1 Bidders' representatives who choose to be present may attend the proposal opening.
- 16.2 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.**

#### **17. Proposal Evaluation:**

- 17.1 To assist in the examination, evaluation, and comparison of proposals, UTDB may utilise the services of consultant/s or advisor/s.
- 17.2 Evaluation of proposals will be done in two stages – first of Technical Proposal, if found responsive, followed by Financial Proposal.
- 17.3 Bidder can bid for any number package including all packages as per their capacity and choice.
- 17.4 Contract will be awarded for the highest Annual fee excluding taxes. In case more than one bidder has quoted same fee, the bidder having higher / highest cumulative annual turnover during the last three Financial Years of 2019-20, 2020-21 & 2021-22 will be declared as successful bidder.
- 17.5 Proposal submitted with an adjustable price will be treated as non-responsive and rejected.
- 17.6 Proposals shall be deemed to be under consideration immediately after they are opened and until such time UTDB makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting UTDB and or their employees/ representatives on matters related to the Proposals under consideration by any means. In case of any act of interference or attempt to influence the personnel associated with the evaluation shall be viewed seriously; and may also result in declaring the proposal as invalid.
- 17.7 With regard to eligibility-cum-qualification criteria; and bidders' responsiveness, the interpretation and decision of the Technical Evaluation Committee (Tender Scrutiny Committee of UTDB) shall be final and binding on all Bidders.
- 17.8 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. Confidentiality:**

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

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

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

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

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

- (i) 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
- (ii) the bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.
- (iii) the price quoted by the bidders does not matches with the UTDB Financial Analysis.

19.3 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:

- (i) either invite the next highest ranked bidder to match the Financial Proposal submitted by the highest ranked bidder; OR
- (ii) take any such measure as may be deemed fit in the sole discretion of UTDB, including annulment of the bidding process.

**20. Negotiation:**

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

**21. Notifications:**

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

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

**22. Acceptance of Letter of Award (LOA):**

22.1 Upon acceptance of the Financial Proposal of the Preferred Bidder (H<sub>1</sub>) with or without negotiations, UTDB shall issue LOA to the Successful Bidder.

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

22.3 Within seven (7) days from the date of issue of the LOA, the Successful Bidder shall confirm acceptance of the LOA.

**23. Execution of Contract:**

- 23.1 The successful bidder shall execute the Contract within two (2) weeks of the issue of LOA or such time as indicated by UTDB.
- 23.2 UTDB will promptly notify other bidders that their proposals have been unsuccessful and their Earnest Money will be returned as promptly as possible in any case not later than 30 (thirty) days from the date of announcement of the successful bidder.

**24. Suspension for participation in UTDB tenders:**

Withdrawing the proposal or failure to sign the Contract or its execution in full or part after signing shall result in suspension from participation in the tenders of UTDB of the consultant including their participation as JV / Consortium partner/s in future. The suspension shall be effective from the date of occurrence of the event for a period of three years except under *force majeure* circumstances, in addition to forfeiture of EMD or Performance Security, if already submitted.

**25. Taxes:**

Bidder shall be responsible for timely payment of all taxes, duties, fees, ESI, PF and other financial liabilities arising during the operation of said assignment through its own resources. UTDB shall not be responsible for payment of any tax liability to the bidder.

**26. Contract Period:**

The contract period shall be three (3) years from the date of Hand Over of Parking to the successful Bidder.

**27. Subletting:**

Subletting of the parking is not permitted. Successful Bidder shall remain liable to the client for execution of its liabilities as per the contract agreement.

**28. Jurisdiction:**

The Selection Process shall be governed by and construed in accordance with the laws of India. All disputes arising under pursuant to and/or in connection with the Selection Process shall have exclusive jurisdiction at Courts in Dehradun.

## **II. CONDITIONS OF CONTRACT**

### **1. Definitions:**

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

- (a) "The Contract" means the agreement entered into between the UTDB and the Operator, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the fees payable by the Operator under the Contract for the full and proper performance of its contractual obligations;
- (c) "Services" means services required to be provided by the Operator covered under the Contract;

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

### **2. Indemnity:**

- 2.1 The Operator shall indemnify UTDB against all third-party claims arising out of this Contract 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 Operator's personnel.
- 2.2 The Operator shall take all other appropriate insurance covers to protect its own property and employees.
- 2.3 The Operator shall further insure for appropriate sum the users of its services as required under relevant Law of the State or India.

### **3. Compliance to Statutes and Safety Standards:**

- 3.1 The Operator shall comply with all applicable statutory provisions 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 Operator.
- 3.2 The Operator shall comply with all applicable statutory provisions with regard Minimum Wages Act, PF, ESI, etc., for the personnel employed.
- 3.3 The Operator has to register itself in Uttarakhand State for remittance of GST; if not registered earlier before commencement of services.

### **4. Payment:**

- 4.1 The Operator shall pay the quoted annual fee in advance before 5<sup>th</sup> of first month of relevant year.
- 4.2 The annual fees shall escalate every year @5% per annum on the last year price.
- 4.3 The Operator shall pay bills for water, electricity, etc. directly to the concerned agencies / departments / authorities.
- 4.4 The Operator will be entirely liable to pay and also responsible for remittance with appropriate authorities all the statutory taxes, duties, license fees, permits, etc., including PF and ESI incurred for and during the execution of this Contract.

### **5. Tariff:**

5.1 Tariff / Rates for parking charges are as below:

Sl. No.	Vehicles	Tariff (including GST)
<b>Anandvan Samadhi Parking, Haridwar Package-1</b>		

1	Tempo Traveller/Tractor	Rs. 70/- per 4 hours
2	Car, Jeep etc	Rs. 60/- per 4 hours
3	Three Wheeler/Vikram	Rs. 50/- per 4 hours
4	Scooter/Motor Cycle	Rs. 25/- per 4 hours
5	Cycle	Rs. 15/- per 4 hours
<b>Parking at Baurari (Dist. New Tehri) Package-2</b>		
1	Car, Jeep etc	Rs. 70/- per 4 hours
2	Three Wheeler/Vikram	Rs. 60/- per 4 hours
3	Scooter/Motor Cycle	Rs. 25/- per 4 hours
4	Cycle	Rs. 15/- per 4 hours
<b>Chamba Multistory Parking, Tehri Garhwal Package-3</b>		
1	Bus	Rs. 80/- per 4 hours
2	Tempo Traveller/Tractor	Rs. 70/- per 4 hours
3	Car, Jeep etc	Rs. 60/- per 4 hours
4	Three Wheeler/Vikram	Rs. 50/- per 4 hours
5	Scooter/Motor Cycle	Rs. 25/- per 4 hours
6	Cycle	Rs. 15/- per 4 hours
<b>Sahastradhara Parking, Dehradun Package -4</b>		
1	Bus	Rs. 100/- per 4 hours
2	Tempo Traveller/Tractor	Rs. 70/- per 4 hours
3	Car, Jeep etc	Rs. 70/- per 4 hours
4	Three Wheeler/Vikram	Rs. 60/- per 4 hours
5	Scooter/Motor Cycle	Rs. 25/- per 4 hours
6	Cycle	Rs. 15/- per 4 hours

**6. Commencement of Services:**

The Operator shall provide all the services agreed upon within seven (7) days from Signing of the Contract.

**7. Period of Contract:**

7.1 Period of Contract shall be three (3) years from date of Hand Over of Parking site to the Successful Bidder.

7.2 **Complaints/Deficiency in Services:** Operator, subject to satisfactory performance of the Operator to be reviewed periodically and at least once in a year. The Contract may be extended on same terms and conditions for further period of two years on the sole discretion of UTDB

**8. Contract Amendments:**

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

**9. Assignment:**

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

**10. Liquidated Damages:**

If the Operator delays to offer any or all of the Services within the period(s) specified in the Contract, the Operator is liable to pay the liquidated damages @ 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. Complaints/Deficiency in Services:**

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

**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 Operator, terminate the Contract in whole or part:

- (i) if the Operator fails to deliver any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the UTDB; or
- (ii) if the Operator fails to perform any other obligation(s) under the Contract.
- (iii) If the Operator, in the judgment of the UTDB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

12.2 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 Operator shall be liable to the UTDB for any excess costs for such similar Services. However, the Operator shall continue the performance of the Contract to the extent not terminated.

**13. Force Majeure:**

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

**14. Settlement of Disputes:**

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

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

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

## SCOPE OF SERVICES FOR OPERATION & MANAGEMENT OF PARKING LOTS

1. Parking lots are located at:

Sl. No.	Package No	Parking Site	Details of Facilities
1	Package -1	Parking at Anandvan Samadhi at Haridwar.	1.Area-80 Mtsx30 Mts=2400 Sqm 2.Capacity = 80 Cars
2	Package -2	Parking at Baurari in Distt. New Tehri	1.Area: 1320 Sq. Mtr. 2.Capacity – 46 Car
3	Package -3	Multistory Parking at Chamba in Distt Tehri Garhwal	1.Area: 4130 Sq. Mtr. 2.Capacity – 15 Bus & 99 Car 3.Toilets-12 (06 Gents and 06 Ladies) 4.Shops: 08 Shops under Construction
4	Package -4	Parking at Sahastradhara in Dehradun	1.Area: 5800 Sq. Mtr. 2.Capacity – 245 Cars 3.Toilets; 11 Seater toilet

The successful bidder shall be required to operate and manage the parking facility at the sites which are awarded to them. The facilities to be provided by the parking operator shall be as per the best industry practices. The detailed Scope of Services are as mentioned below:

- (1) Properly management of parking for 24 hours.
- (2) Maintaining proper hygienic conditions in the area of parking. Operator shall ensure that there is proper sweeping and no littering of waste in the parking area.
- (3) Operator shall be solely responsible for safety of the vehicles parked by the visitors.
- (4) Appropriate number of CCTV cameras to be installed covering the entire parking area including entry and exit points.
- (5) 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.
- (6) Put up Signboard near Entry point and other prominent places displaying tariff and contact details for complaints / suggestions.
- (7) All tokens / tickets shall be electronically generated by the Operator. Operator shall ensure that token has been given to every vehicle parked in the parking. The Operator shall install a sign board in the parking area mentioning the liabilities of the operator towards the parked vehicle including luggage etc.
- (8) Operator's personnel are responsible to inform the police or any other appropriate authorities regarding any suspicious material or activity noticed within the parking area or any vehicle remains unattended in the parking for long period.
- (9) Operator should provide at least one safe drinking water outlet.
- (10) Operator shall be responsible to take all required insurances for execution of this assignment covering the personals of operator, visitors and professional liabilities etc.
- (11) Operator shall ensure that there shall be no encroachment in the parking area and no other activities shall be carried out in the parking area which has not been approved by UTDB.
- (12) Operator shall be responsible for the behavior of its staff and ensure that the person engaged shall be properly trained and treat the visitors in good manner.
- (13) Operator shall ensure that no person including the staff of the operator shall be involved in any illegal activity in the parking area including consumption of liquor etc.
- (14) Operator shall ensure that there is no overcharging from fixed tariffs from visitors.
- (15) Open littering or defecation shall not be permitted in parking area.
- (16) The parking shall be free from unattended animals.



- (17) Operator shall be responsible for all Social and Environmental compliances as per the applicable Laws and Acts during execution of the contract.
- (18) The operator is not permitted for any construction in the parking areas. However, Operator may construct fabricated structure for sitting of its staff after approval of the design from UTDB.

**Chief Executive Officer,  
UTDB**

### Fraud and Corrupt Practices

- 1) The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, UTDB may reject an Application without being liable in any manner whatsoever to the bidders if it determines that the bidders has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 2) Without prejudice to the rights of UTDB, if any bidder is found by UTDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such bidders shall not be eligible to participate in any tender or proposal issued by UTDB or by any other Agency of Government of Uttarakhand during a period of 3 (three) years from the date such bidders are found by UTDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3) For the purposes of this Clause 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 bidders 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 Parking Operator to operate and manage Parking lots at various sites in Uttarakhand**

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 our proposal for the Packages as mentioned below

S.N	Package No	Parking Site	EMD submitted for this package (Yes/No)

3. We have uploaded Technical and Financial Proposals appropriately on the e-procurement portal: [www.uktenders.gov.in](http://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 this .....Day of ....., 2023.

Name of the Operator

.....

Signature of the Authorised Person

Note:

\*\*\* *On the Letterhead of the Operator.*

**Anti-Collusion Undertaking**

1. We hereby certify and confirm that in the preparation and submission of this proposal, we have not acted in concert or in collusion with any other bidder or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.
2. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or bidder in connection with the instant proposal.

**(Proforma of Performance Bank Guarantee)**

**THIS DEED OF GUARANTEE** executed on this the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/Registered office at \_\_\_\_\_ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

**In favour of**

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

**WHEREAS**

By the Contract entered into between UTDB and \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 2013 / registered under....., having its registered office/ permanent address at \_\_\_\_\_ (“the Operator”), has been granted the permission **to operate and manage Parking lots at various sites in Uttarakhand** for a period of three years (hereinafter referred to as “the work”).

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

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

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

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

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

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

This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_ unless discharged/ released earlier by UTDB in accordance with the provisions of the Contract. The Guarantor’s liability in

aggregate be limited to a sum of Rs. ....

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

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

SIGNED AND DELIVERED

by

\_\_\_\_\_ Bank

by the hand of Shri \_\_\_\_\_

its \_\_\_\_\_ and authorised official.

**Format for Technical Proposal- Past Experience**

Not Required

**Format for Financial Proposal**

As per BOQ in the Financial Folder of e-portal.



**Format for Financial Capability**

It is certified that Turnover of M/s. .... for FY 2019-20, 2020-21 and 2021-22 is as mentioned below:

<b>Financial Year</b>	<b>Turnover In (Rs.)</b>
<b>2019-20</b>	
<b>2020-21</b>	
<b>2021-22</b>	

**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 certificate shall be issued by certified Chartered Accountant Firm on its letter pad and duly signed by CA along with their firm seal and stamp which shall be based on the audited balance sheets and financial statements of the bidder Firm.

**{Note:**

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

**Power of Attorney for signing of Application**

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

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

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....2023

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

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

- Witnesses:
1. ....
  2. ....

**Notes:**

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

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 Apostle certificate.

**Contract Form**

**THIS AGREEMENT** made the .....day of....., 2023 between..... (Name of UTDB) (Hereinafter called "the Client") represented by ..... of the one part and..... (Name of Operator) of ..... (Hereinafter called "the Operator ") represented by ..... of the other part:

**WHEREAS** the Client has invited proposals from eligible bidders through Tender Id No ..... dated .... To Operate and Manage Parking owned by UTDB at (.....name of site.....) under package no ..... As defined in this contract.

The Operator, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract Agreement; (hereinafter called the "Services");

The Client has accepted the proposal of the Operator for the sum of INR .....(Excluding GST) (Contract Price in Words and Figures) to be paid by Operator every year to the Client as Annual Fees as per the conditions set forth in this Contract Agreement (Hereinafter called "the Contract Price").

NOW THEREFORE the parties hereto hereby agree 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) Letter of Award;
  - (b) Power of Attorney (if applicable)
  - (c) All Affidavits / Declarations/Certificates enclosed in the bid as per RFP;
  - (d) Minutes of pre-contract negotiation meeting
  - (e) Scope of Services;
  - (f) Covering letter;
  - (g) Price Schedule uploaded by the Operator;
  - (h) Conditions of Contract;
  - (i) Copy of Performance Security;
3. In consideration of the payments to be made by the Operator to UTDB as hereinafter mentioned, UTDB covenants with the Operator to offer the said parking area.
4. The Operator hereby covenants to UTDB to pay the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract in addition to providing the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Contract value is Rs. ....(excluding GST)
6. Duration of the Contract is .....

7. The mutual rights and obligations of the Client and the Agency shall be as set forth in this Contract.
8. If the Agency fails to execute its obligation as per the Scope of Work, the Client may terminate this Contract and forfeit the Performance Security submitted by the Agency.
9. UTDB reserves the right to terminate this Contract at any stage at its discretion with or without assigning any reason.
10. In the case of dispute arising between the Client and the Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996 and subsequent amendments from time to time. All disputes shall be subject to jurisdiction of courts in Dehradun.

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

For and on behalf of Uttarakhand Tourism  
Development Board

For and on behalf of M/s. ....

(Sri. ....)  
.....

(Sri. / Smt. ....)  
.....

Witness 1:

Witness 2:

(Signature)

(Signature)

(Name)

(Name)

(Address)

(Address)

(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-bidders, Operators, 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. .... is 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 bidder

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

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

Accepted  
.....  
(Signature)

Witnesses:

1. ....

2. ....

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

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

**LITIGATION HISTORY**

**NO LITIGATION CERTIFICATION**

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

(sign and seal of bidder)

**LITIGATION HISTORY INFORMATION (IF ANY)**

- (1) Name of Case: \_\_\_\_\_  
Court case identification number: \_\_\_\_\_  
Jurisdiction in which case was filed: \_\_\_\_\_  
Outcome of the case: \_\_\_\_\_
  
- (2) Name of Case: \_\_\_\_\_  
Court case identification number: \_\_\_\_\_  
Jurisdiction in which case was filed: \_\_\_\_\_  
Outcome of the case: \_\_\_\_\_

**DECLARATION:**

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ (month and year) at \_\_\_\_\_

by \_\_\_\_\_

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

**Bid Securing Declaration**

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

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

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

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

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

Dated this .....Day of ....., 2023.

Name of the Bidder

.....  
Signature of the Authorised Person

.....  
Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder.*