



**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 Service Provider to operate and manage Parking at Narayan Nagar Green Parking,
Kaladungi Marg, Nainital**

Issued on 13th December 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

DISCLAIMER

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

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

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

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

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

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

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

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

Proposal Submission Procedure: -

- (a) The proposal documents shall be published online on the e-Government Procurement System (e-GPS) portal i.e. <http://www.uktenders.gov.in> on the date and time as mentioned in the tender time schedule (Key Dates).
- (b) The Proposal must be submitted online through www.uktenders.gov.in only within the scheduled time. Submission of the proposal in any other mode shall not be entertained and shall be rejected. The e-portal shall not accept any late proposal as per Server clock.
- (c) All the interested bidders are required to register on e-GPS portal i.e. <http://www.uktenders.gov.in> which is free of cost.
- (d) The bidder is also required to obtain Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). Digital Signature is mandatory to participate in the e-tendering. More information on how to obtain a DSC and also its use is available under the link "Information about DSC" on the e-GPS portal i.e. <http://www.uktenders.gov.in>. Bidders already possessing the digital signature issued from authorized CAs can use the same in these tenders.
- (e) Proposals shall be submitted online on the same e-GPS portal i.e. <http://www.uktenders.gov.in> after signing them electronically using a Digital Signature Certificate (DSC) within the stipulated time as mentioned in tender time schedule (Key Dates). Online Proposals, ready for submission / upload, shall include bidding document, scanned copy of Cost of bidding document, proposal security & all the Supporting Documents in support of qualification other than rates filled by the bidder in BOQ.
- (f) Offline submission of Original Documents: - The bidders are also required to submit in original all the documents listed in Clause 14.11 of I.T.B., either by registered post / speed post / courier or by hand, in the office UTDB Dehradun within prescribed time. UTDB will not be responsible for any reason for non-receipt of the required original documents within prescribed time.
- (g) Proposals will be opened in the office of the UTDB, Dehradun by the designated Tender Opening Committee in the presence of intending bidders or their authorized representatives on the date and time as mentioned in tender time schedule (Key Dates) If the office happens to be closed on the date of opening of the Proposals as specified, the proposals will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of proposals.
- (h) The proposals shall remain valid for a period not less than 120 days from deadline date of proposal submission.
- (i) Bidders are advised to visit the respective sites before quoting their rates. Once the proposals are accepted, no claim whatsoever will be acceptable.
- (j) A pre-proposal meeting to clarify the issues regarding the tenders is proposed to be held in the Office UTDB Dehradun on date & time as stipulated in ITB Clause 11.
- (k) Any Addendum / Corrigendum including any date extension and clarifications will be uploaded on www.uktenders.gov.in and will not be published in newspapers. Hence, interested bidders should regularly visit this website to keep them abreast with the latest developments
- (l) UTDB shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any proposal updates, the Authority shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this proposal.

Letter of Invitation

1. Uttarakhand Tourism Development Board (UTDB) invites proposals from all eligible bidders to operate parking at Narayan Nagar Green Parking, Kaladungi Marg, Nainital. More details on the services are provided in the Scope of Work in this RFP.
2. The Bidder offering **Highest Annual Fees** to the Client shall be the successful bidder as described in this RFP and in accordance with Uttarakhand Procurement Rules, 2017.
3. The Technical and Financial Proposals shall be submitted online through www.uktenders.gov.in only. No other mode of submission shall be accepted / considered. The Bidders will submit the proposal by the date & time indicated in schedule dates of RFP.

Yours sincerely,

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

I. Instruction to Bidder (ITB)

Uttarakhand Tourism Development Board (UTDB) invites proposals through e-procurement portal for selection of Service Provider to operate parking at Narayan Nagar Green Parking, Kaladungi Marg, Nainital as per details given in this tender following Uttarakhand Procurement Rules, 2017.

1. Definitions:

- (a) “**Client**” means the Agency who have invited the Proposals and/ or with which the selected Bidder signs the Contract for the Services and to which the selected Bidder shall provide services as per the terms and conditions and Scope of Work of the contract.
- (b) “**Bidder**” means any entity or person or associations of person who have been requested to submit their proposals.
- (c) “**Contract**” means the Contract signed by the Parties and all the attached documents.
- (d) “**Day**” means calendar day.
- (e) “**Government**” means the Government of Uttarakhand.
- (f) “**Instructions to Bidders**” means the document which provides Bidders with information needed to prepare their proposals.
- (g) “**Proposal**” and “**Bid**” means the Technical Proposal and the Financial Proposal.
- (h) “**RFP**” means the Request for Proposal prepared by the Client for the selection of Bidders.
- (i) “**Assignment / job**” means the work to be performed by the Bidder pursuant to the Contract.
- (j) “**Sub-contract**” means any person or entity with whom the Bidder subcontracts any part of the Assignment/job.
- (k) “**Scope of Work**” means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Bidder.
- (l) **Good Industry Practice** shall mean practices, methods, techniques and standards as changed from time to time that are generally accepted for use in the infrastructure, construction and real estate industry or any other good industry practice which is relevant to the said project.
- (m) “**Services**” means the work to be performed by the Bidder pursuant to the contract.
- (n) “**Document Fees**” means the amount to be paid to UTDB as Charges for the Bid Document/RFP.
- (o) “**Proposal Security**” stands for Earnest Money Deposit (EMD) and have the same meaning.

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

2. Schedule dates of the RFP

The following shall be the schedule dates of Selection Process:

Sl. No.	Event Description	Date	Time
1	Uploading of Request for Proposal on e-portal	13.12.2023	03:00 PM
2	Pre-proposal meeting	20.12.2023	12.00 Noon
3	Last date for seeking clarification, if any	21.12.2023	03:00 PM
4	Start date and time for uploading of proposal in e-Procurements platform	27.12.2023	03:00 PM
5	Last date and time for uploading of proposal in e-Procurements platform	04.01.2024	03:00 PM
6	Time and date of opening of Technical Proposal	04.01.2024	03:30 PM
7	Time and date of opening of Financial Proposal	To be intimated later	
8	Venue of pre-proposal meeting and opening of proposals	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 The Bidders are invited to submit a Technical Proposal and Financial Proposal.
- 2.3 Each Bidders shall submit one proposal only. No Bidder or its Associate shall submit more than one Proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified.
- 2.4 Bidders should familiarize themselves with Local conditions and various facilities existing / proposed in the Parking and take them into account in preparing their Proposals.
- 2.5 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.
- 2.6 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.
- 2.7 The Proposal as well as all related correspondence exchanged by the Bidders and the Client shall be written in English language.
- 2.8 The Bidders are required to submit Technical Proposal on the prescribed formats. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.**

3. Eligibility-cum-Qualification Criteria:

- 3.1 Should be a legal entity as per Indian Law.
- 3.2 Should have GST registration.
- 3.3 If any bidder, during three years prior to last date for proposal submission, has not signed the Contract after issue of Letter of Award (LOA) by UTDB or failed to execute the Contract after signing for UTDB, is not eligible against this tender.

- 3.4 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.
 - 3.5 Affidavit as per format provided in Annexure – 10.
 - 3.6 Affidavit regarding previous five years litigation history as per Annexure - 11.
 - 3.7 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.
4. The Bidders should submit along with the proposal, all relevant documents to establish their eligibility-cum-qualification criteria.
- 5. Tender Document Fee:**
Bidders are required to submit a non-refundable Tender Document Fee of Rs. 2,360/- (Rupees 2000/- + 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 (6.2) 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:**
- 6.1 EMD Amount is Rs. 50,000/- 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 below before technical proposal opening. **In case of non-submission of the required EMD within time will lead to rejection of the proposal.**
 - 6.2 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
 - 6.3 No interest shall be payable by the Client for the sum deposited as Earnest money deposit.
 - 6.4 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.
 - 6.5 The EMD shall be forfeited by the Client in the following events:
 - (i) If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.
 - (ii) 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.
 - (iii) If the Bidder tries to influence the evaluation process or bidder is found involved in any activity of Fraud and Corruption as per Annexure-1.
 - (iv) If the successful Bidder fails to submit the required Performance Security and sign the contract within prescribed time.
 - 6.6 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).

7. Proposal Preparation Cost:

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.

8. Clarifications:

- 8.1 Bidder requiring any clarification on the tender document through e-mail to pppcell.utdb@gmail.com with CC to procurement.utdb@gmail.com prior to the time and date given in the Tender Schedule.
- 8.2 To assist in the process of evaluation of proposals, UTDB may, at its sole discretion, ask any Bidder for clarification including additional information and documents. In case of any additional documents, same can be accepted only if they are of historical nature i.e., either the documents or facts in the documents should have existed prior to 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.
- 8.3 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.
- 8.4 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.

9. Amendment of Proposal:

- 9.1 At any time prior to the proposal due date, UTDB may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the proposal through Addendum / Corrigendum which will be posted on the website: www.uktenders.gov.in only.
- 9.2 In order to afford Bidders reasonable time in which to take an Addendum into account, or for any other reason, UTDB may, at its own discretion, extend the proposal due date.

10. Validity of Proposal:

- 10.1 The proposal shall be valid for not less than 120 (One Hundred 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.
- 10.2 Prior to expiry of the original Proposal Validity Period, UTDB may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Earnest Money. The proposal of any Bidder refusing to extend the Earnest Money shall be returned and shall not be included in the further proposal process. A Bidder agreeing to the request of extending the validity period of the Earnest Money will not be allowed to modify its proposal.

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 in this document. In addition, participation through **Video Conference (VC)** will also be facilitated, details for which will be shared on request. Attendance of the bidders at the Pre-Proposal meeting is not mandatory. **But it is highly recommended to attend for understanding the provisions of RFP and Selection process.**

- 11.2 During the course of Pre-Proposal conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of UTDB. UTDB shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.
12. 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.
13. No interpretation, revision, or other communication from UTDB regarding this solicitation is valid unless posted on website: www.uktenders.gov.in.
- 14. Format and Submission of Proposal:**
- 14.1 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.
- 14.2 The proposal should be submitted in two folders as provided in the e-portal – Technical and Financial Proposals.
- 14.3 Covering Letter as per format given in Annexure – 2.
- 14.4 Technical proposal folder should include:
All the documents required as per this RFP except Financial Proposal.
No financial information like price should be given in the technical proposal, in which case the proposal shall be summarily rejected.
- 14.5 Financial proposal folder:
As per BoQ in the financial folder.
- 14.6 The Bidder shall prepare and submit online through website: www.uktenders.gov.in scanned copies of original documents comprising the proposal as described above.
- 14.7 Proposals should be submitted / uploaded on the website: www.uktenders.gov.in only.
Submission of proposals through any other mode is not acceptable and shall not be considered.
- 14.8 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.
- 14.9 **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.
- 14.10 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.
- 14.11 **Original Documents Required:** The Bidder shall submit the below mentioned original documents before last date and time for opening of Technical Proposal in Client's office 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. Non submission of the required original documents within scheduled time may lead to rejection of the proposal.
- (i) Tender Document Fee (not required in case on online payment);
 - (ii) EMD (not required in case on online payment);
 - (iii) Power of Attorney (if applicable) and;
 - (iv) Affidavit.

No other original documents are required at this stage.

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. 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.

17. Conditional proposal shall not be considered. Any proposal found to contain conditions attached, shall be rejected.

18. Proposal Opening:

- 18.1 Bidders' representatives who choose to be present may attend the proposal opening.
- 18.2 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.**

19. Confidentiality:

- 19.1 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.
- 19.2 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.

20. Proposal Evaluation:

- 20.1 To assist in the examination, evaluation, and comparison of proposals, UTDB may utilise the services of consultant/s or advisor/s.
- 20.2 Evaluation of proposals will be done in two stages – first of Technical Proposal, if found responsive, followed by Financial Proposal.
- 20.3 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 best three Financial Years of 2019-20, 2020-21, 2021-22 & 2022-23 will be declared as successful Bidder.
- 20.4 Proposal submitted with an adjustable price will be treated as non-responsive and rejected.
- 20.5 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.
- 20.6 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.

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

- 21.1 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 or cancel the tender at any stage at its discretion with or without assigning any reason.
- 21.2 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.
- 21.3 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.

22. 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

23. Notifications:

- 23.1 Upon acceptance of the Financial Proposal of the Preferred Bidder with or without negotiations, UTDB shall declare the Successful Bidder as Preferred Bidder.
- 23.2 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.

24. Acceptance of Letter of Award (LOA):

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

25. Execution of Contract:

- 25.1 The Successful Bidder shall execute the Contract within two (2) weeks of the issue of LOA or such time as indicated by UTDB.
- 25.2 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.

26. Performance Security:

- 26.1 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:

- 26.2 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.
- 26.3 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.

27. Suspension for participation in UTDB tenders: Withdrawing the proposal or failure to sign the Contract or its execution in full or part after signing shall result in suspension from participation in the tenders of UTDB of the Bidder 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.

28. Debriefing and Appellate:

- 28.1 Any bidder may request in writing to CEO, UTDB for debriefing after award of contract.
- 28.2 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:

- (a) "The Contract" means the agreement entered into between the UTDB and the Service Provider, as recorded in the Contract Form signed by the parties, including all the attachments and annexures thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the fees payable by the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- (c) "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 The Service Provider shall take all other appropriate insurance covers to protect its own property and employees.
- 2.3 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 The Service Provider shall pay the quoted annual fee in biannually mode (Every Six Months) in advance before 5th Day of relevant month, every year.
- 4.2 The annual fee shall escalate every year @5% per annum on the last year price.
- 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 Tariff / Rates for parking charges are as below:

Sl. No.	Vehicles	Tariff (including GST)
1	Bus	Rs. 80/- per 4 hours and Rs. 350 for 24 hours
2	Tempo Traveller / Tractor	Rs. 70/- per 4 hours and Rs. 300 for 24 hours
3	Car, Jeep, etc.	Rs. 60/- per 4 hours and Rs. 250 for 24 hours
4	Three-Wheeler / Vikram	Rs. 50/- per 4 hours and Rs. 200 for 24 hours
5	Scooter / Motor Cycle	Rs. 25/- per 4 hours and Rs. 100 for 24 hours
6	Cycle	Rs. 15/- per 4 hours and Rs. 60 for 24 hours
7	Caravan	Rs. 500/- for 24 hours

6. **Commencement of Services:**

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

7. **Stamp Duty:**

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

8. **Period of Contract:**

For five (5) years from signing of the Contract, subject to satisfactory performance of the Service Provider 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 five (5) years on the sole discretion of UTDB

9. **Contract Amendments:**

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

10. **Assignment:**

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.

11. **Liquidated Damages:**

If the Service Provider delays to offer any or all of the Services within the period(s) specified in the Contract, the Service Provider is liable to pay the liquidated damages @ 1% of Performance Security value per week with maximum up to 10%. Thereafter, UTDB has the option to terminate the Contract and encash full amount of the Performance Security.

12. 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.

13. Termination for Default:

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

- (i) 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
- (ii) if the Service Provider fails to perform any other obligation(s) under the Contract.
- (iii) 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.

13.2 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 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.

14. Force Majeure:

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.

15. Handover of project Site: The Service Provider shall handover the project site back to UTDB after completion of the duration or before, as instructed by UTDB. The Service Provider shall be responsible to clear all pending dues including electric bills, water supply bills, sewerage bills, municipal taxes, etc. before handing over the site to UTDB and without any damage to the property.

16. Settlement of Disputes:

16.1 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.

16.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the UTDB or the 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.

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

SCOPE OF SERVICES FOR OPERATION & MANAGEMENT OF PARKING

- (1) Parking Area to be managed – 4200 Sq. Mtr. (Capacity – 165 Cars approx.)
- (2) Working hours: 24 hours on all days without break.
- (3) Appropriate number of CCTV cameras to be installed covering the entire parking area 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) Agency shall ensure clean and hygienic environment in the entire parking area including toilets, restaurant, etc.
- (10) Agency shall ensure adequate water supply to toilets.
- (11) Agency shall ensure adequate power supply including back up for the entire parking area including toilets.
- (12) If possible, provide a charging station for caravans and provision for caravan parking (as the area around the parking is suitable for caravan parks).
- (13) If possible, install a LED cinema screen for value addition of the project.

Facilities available:

- | | | |
|--------------------|---|---|
| (1) Restaurant | - | 20 Sqm/40 persons |
| (2) Toilets | - | Ladies-2 W.C/1 Bath,
Gents-3 Urinal/1 W.C/1 Bath |
| (3) Dormitory | - | 138 Sqm/20 Bed |
| (4) Ticket Booth | - | 12 Sqm |
| (5) Waiting Lounge | - | 31.86 Sqm |

**Chief Executive Officer,
UTDB.**

Fraud and Corrupt Practices

- 1) The Service Providers / Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, UTDB may reject an application without being liable in any manner whatsoever to the Service Providers / Bidder if it determines that the Service Providers / Bidder 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 Service Provider is found by UTDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Service Providers / Bidder 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 Service Providers / Bidder are found by UTDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3) For the purposes of this Clause 2, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of UTDB who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract;
 - b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by UTDB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Service Providers / Bidder with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Format for Covering Letter ***

To

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

Dear Sir,

Ref.: Request for Proposals through e-procurement portal for selection of Service Provider to operate and manage Parking at Narayan Nagar Green Parking, Kaladungi Marg, Nainital

1. We have read, understood and accept all the terms and conditions given in the RFP including Fraud and Corrupt Practices (Annexure – 1) and Anti-Collusion Certificate (Annexure – 3) in respect of the captioned proposal and we hereby submit our proposal.
2. We have uploaded Technical and Financial Proposals appropriately on the e-procurement portal: www.uktenders.gov.in
3. We confirm that our proposal is valid for a period of 120 (One Hundred and Twenty) days from last date for proposal submission.
4. We hereby agree and undertake as under:
Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our proposal we hereby represent and confirm that our proposal is unqualified and unconditional in all respects and we agree to the terms of the Contract, a draft of which also forms a part of the proposal provided to us.

Dated thisDay of, 2023.

Name of the Bidder

.....

Signature of the Authorised Person

Note:

***** On the Letterhead of the Bidder.**

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-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 Parking at Narayan Nagar Green Parking, Kaladungi Marg, Nainital** for a period of 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-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.

Format for Technical Proposal

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, 2021-22 & 2022-23 is as mentioned below:

Financial Year	Rs. In (Rs.)
2019-20	
2020-21	
2021-22	
2022-23	

Note:

1. The Bidder should provide the Financial Capability based on its own financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.
2. This should be duly certified by CA along with his / her firm stamp and registration no. will be considered

{Note:

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

Power of Attorney for signing of Application

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal **to operate and manage Parking at Narayan Nagar Green Parking, Kaladungi Marg, Nainital** 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 OF2023

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 Apostille certificate.

CONTRACT FORM

THIS AGREEMENT made theday of....., 2023 between..... (Name of UTDB) (Hereinafter called "the UTDB") represented byof the one part and..... (Name of Service Provider) of (Hereinafter called "the Service Provider") represented by of the other part:

WHEREAS the UTDB is desirous that certain Goods and ancillary services viz., **operate and manage Parking at Narayan Nagar Green Parking, Kaladungi Marg, Nainital** (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 (if applicable);
 - (b) Affidavit;
 - (c) Affidavit for litigation history;
 - (d) Covering letter;
 - (e) Price Schedule uploaded by the Service Provider;
 - (f) Scope of Services;
 - (g) Conditions of Contract;
 - (h) Notification of Award;
 - (i) Minutes of pre-contract negotiation meeting (if any); and
 - (j) Performance Security;
3. In consideration of the payments to be made by the Service Provider to UTDB as hereinafter mentioned, UTDB covenants with the Service Provider to offer the said parking area.
4. The Service Provider hereby covenants to UTDB to pay the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract in addition to providing the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Contract amount is Rs. (excluding GST).
6. Duration of the Contract is
7. The mutual rights and obligations of the Client and the Service Provider 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.

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

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

For and on behalf of Uttarakhand Tourism
Development Board

For and on behalf of M/s.

(Sri.)
.....

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

Witness 1:

Witness 2:

(Signature)

(Signature)

(Name)

(Name)

(Address)

(Address)

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

AFFIDAVIT

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

- i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,
- ii. any of our personnel, representatives, sub-consultants, sub-Service Providers, service providers, and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,
- iii. indemnify and compensate the UTDB from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,
- iv. our firm / company, M/s. and our Principal M/s. are not blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union territory administration in India.

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

Authorized signatory for the 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

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

NO LITIGATION CERTIFICATION

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

(sign and seal of bidder)

LITIGATION HISTORY INFORMATION (IF ANY)

(1) Name of Case: _____

Court case identification number: _____

Jurisdiction in which case was filed: _____

Outcome of the case: _____

(2) Name of Case: _____

Court case identification number: _____

Jurisdiction in which case was filed: _____

Outcome of the case: _____

DECLARATION:

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

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

by _____

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