



**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

**Operation, Maintenance and Management of
Modern Reception Center at Haridwar, Uttarakhand**

Issued on 19.01.2024

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

(This document is meant for exclusive purposes of submitting the proposal against this RFP document and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

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 Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of the Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid / Proposal Security.

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.

Project Summary Sheet

S. No.	Particulars	Details
1.	Authority	Uttarakhand Tourism Development Board (UTDB)
2.	Project Title	Operation, Maintenance and Management of Modern Reception Center at Haridwar, Uttarakhand
3.	Term of the Agreement	Ten (10) Years from date of Signing of the Contract, extendable for next two (2) years upon satisfactory performance.
4.	Proposal Validity	120 days after the proposal submission deadline.
5.	Selection Process	Step 1 – Assessment of Technical Capacity and Financial Capacity to determine Technically Qualified Bidders. Step 2 – Financial Proposals of only Technically Qualified Bidders shall be opened to select the Successful Bidder.
6.	Successful Bidder	Minimum reserved Annual License Fees is INR 40.00 Lakh Bidder quoting maximum Annual License Fees in the financial bid above minimum threshold of INR 40.00 Lakh shall be declared as successful bidder.
7.	Escalation Rate	The Annual License Fees shall escalate @5% every year
8.	Tender Document Fee	INR 1,180/- (Rupees One Thousand One Hundred Eighty Only) including GST (Non -Refundable)
9.	EMD/ Proposal Security	INR 80,000/- (Rupees Eighty Thousand only) (Refundable)
10.	Performance Security:	The successful bidder has to furnish Performance Securities before signing the contract for an amount equivalent to 10% of the Contract Value.
11.	Required Average Annual Turnover	INR 50.00 Lakh in last three FY (i.e. 2020-21, 2021-22 & 2022-23)

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 13 of I.T.B., either by registered post / speed 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 12.
- (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 for Operation, Maintenance and Management of Modern Reception Center at Haridwar, Uttarakhand. More details on the services are provided in the Scope of Work in this RFP.
2. The Bidder offering **Highest Annual License 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 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: utdbplanning@gmail.com

I. Instruction to Bidder (ITB)

Uttarakhand Tourism Development Board (UTDB) invites proposals through e-procurement portal for Operation, Maintenance and Management of Modern Reception Center at Haridwar, Uttarakhand 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) “**Tender 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. 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. UTDB possess a Reception Center in Haridwar, Uttarakhand which it intends to operate through an eligible operator. UTDB invites proposals from eligible bidders for Operation, Maintenance and Management of the Reception Center as per Uttarakhand Procurement Rules 2017.

2.1 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	19.01.2024	3:00 PM
2	Pre-Proposal Meeting	27.01.2024	12:00 Noon
3	Last date for receiving Queries/Suggestions	29.01.2024	3:00 PM
4	Commencement of submission of Proposal	03.02.2024	3:00 PM
5	Last date for submission of Proposals	17.02.2024	3:00 PM
6	Opening of Technical Proposals	17.02.2024	3:30 PM
7	Opening of Financial Proposals	To be intimated later	
8	Venue of pre-proposal meeting and opening of proposals	Uttarakhand Tourism Development Board Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun – 248 003	

- 2.2 The Bidders shall adhere to the date and time and address for submission of the proposals.
- 2.3 The Bidders are invited to submit Technical Proposal and Financial Proposal.
- 2.4 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.
- 2.5 Bidders are advised to visit the site before submitting their proposals and familiarize themselves with Local conditions and various facilities existing / proposed and take them into account in preparing their Proposals. UTDB bears no responsibility for ignorance of any site conditions by the bidder while submitting their proposals.
- 2.6 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.
- 2.7 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.
- 2.8 The Proposal as well as all related correspondence exchanged by the Bidders and the Client shall be written in English language.
- 2.9 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.**
- 2.10 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).

3. Eligibility-cum-Qualification Criteria:

- 3.1 Bidders should be a legal entity as per Indian Law. (Bidder shall enclose Certificate of Registration or Incorporation/ Any other relevant document)
- 3.2 Bidder should have a valid GST Registration.
- 3.3 JV / Consortium is not permitted.
- 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 by any Ministry / Department / under taking of Government of India or any State or Union Territory Administration as on the last date of proposal submission.
- 3.8 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.
- 3.9 The Bidder must have past experience of operation and management of similar nature of facilities (operating and managing Guest House/s, TRHs, PGs and Hostels, etc.) for at least three years. (duly supported with Client's certificate or CA certificate).
- 3.10 The bidder should have an Average Annual Turnover of Rs. 50.00 Lakh during last three financial years (i.e. 2020-21, 2021-22 & 2022-23). (Bidder should enclose CA Certificate) (The Financial turnover is the total financial turnover of the bidding company / organization / Bidder from any activity. But, financial capability of the Bidders' parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.)
- 3.11 Eligible MSME's shall be granted exemptions as per the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20th August 2019.

4. The Bidders should submit along with the proposal, all relevant documents to establish their eligibility-cum-qualification criteria.

5. Tender Document Fee:

Bidders are required to submit a non-refundable Tender Document Fee of Rs. 1,180 (Rs. 1,000 + GST 18%) 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 6.2 before technical proposal opening. **In case of non-payment within this time and / or of lesser value, the proposal shall be summarily rejected.**

6. Earnest Money Deposit (EMD):

6.1 The Bidder shall deposit a EMD / Proposal Security, in accordance with the provisions of this RFP. The Bidder shall provide the Bid / Proposal Security of Rs. 80,000/- (Rupees Eighty Thousand only) in the form of Demand Draft (DD)/Bankers Cheque or online transfer through Real Time Gross Settlement (RTGS) / National Electronic Funds Transfer (NEFT) to the account set out below.

6.2 Bank details for net-banking are:

- (i) Beneficiary name – CEO Uttarakhand Tourism Development Board Dehradun
- (ii) Bank's name – Indian Bank

- (iii) Account Number - 50517934250
 - (iv) Branch – Nimbuwala, Garhi Cantt
 - (v) Address – Nimbuwala, Garhi Cantt, Dehradun
 - (vi) IFSC – IDIB000N599
 - (vii) GST No. – 05AAALU0031F1ZK
 - (viii) PAN – AAALU0031F
- 6.3 The Earnest Money shall be returned to unsuccessful Bidders within a period of thirty (30) days from the date of announcement of the Successful Bidder. The Earnest Money submitted by the Successful Bidder shall be released without any interest upon furnishing of the Performance Security and signing of the Contract Agreement.
- 6.4 The Earnest Money shall be forfeited in the following cases:
- (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 or bidder is found involved in any activity of Fraud and Corruption as per Annexure-1.
 - (d) If the successful Bidder fails to submit the required Performance Security and sign the contract within prescribed time.
- 6.5 Proposals with EMD of lesser value shall be summarily rejected as declared non-responsive.
- 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. Performance Security:

- 7.1 Before signing of the Contract, the successful bidder shall furnish a Performance Security for an amount equal to 10% of contract value including GST by way of Demand Draft (DD)/Bankers Cheque or an irrevocable and unconditional Bank Guarantee (Annexure - 4) issued by a scheduled bank located in India in favour of “Chief Executive Officer, UTDB” at Dehradun with validity for 60 (sixty) days beyond the Contract Period:
- 7.2 The Performance Security shall be forfeited and en-cashed in the following cases:
- (a) If the Successful Bidder withdraws midway during the work completion.
 - (b) If the successful fails to execute its obligations as per the Contract Agreement including timely payments to the authority excluding the Force Majeure conditions.
 - (c) Any other act or acts of the successful Bidder which renders the work un-operational and UTDB establishes sufficient reasons to forfeit the Performance Security.
- 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. 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.

9. Clarifications:

- 9.1 Bidders requiring any clarification on the tender document through e-mail to utdbplanning@gmail.com with CC. to procurement.utdb@gmail.com prior to the time and date given in the Tender Schedule.
- 9.2 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.

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 only.
- 10.2 In order to afford all 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.

11. Validity of Proposal:

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

12. Pre-proposal Meeting:

- 12.1 The date, time and venue of the Pre-proposal meeting shall be:
 - Date: 27.01.2024
 - Time: 12.00 PM
 - Venue: UTDB Office, Pt. Deendayal Upadhyay Paryatan Bhawan, Near ONGC Helipad, Garhi Cantt, Dehradun-248003 (India)
 - The bidders may attend the Pre-proposal conference at the venue mention above or through Video Conference, the link of the VC shall be provided on request and also made available on the UTDB website uttarakhandtourism.gov.in before 24 hrs.
- 12.2 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.

- 12.3 The minutes of the Pre-proposal meeting incorporating the clarifications shall be uploaded online only and shall form part of this RFP document. Queries raised after last date for receiving queries shall not be entertained.

13. Original Documents Required:

- 13.1 The Bidder shall submit the below mentioned original documents before last date and time for opening of Technical Proposal in Client's office. Non submission of the required original submissions 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);
- (iv) Affidavit; and

No other original documents are required at this stage.

14. Conditional Bids:

The 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 shall be unconditional 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.

15. Communication:

No interpretation, revision, or other communication from UTDB regarding this solicitation is valid unless posted on website: www.uktenders.gov.in.

16. Format and Submission of Proposal:

- 16.1 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.
- 16.2 The proposal should be submitted in two folders as provided in the e-portal – Technical and Financial Proposals.
- 16.3 Covering Letter as per format given in Annexure – 2
- 16.4 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.
- 16.5 Financial proposal folder:
As per BoQ in the financial folder.
- 16.6 The Bidder shall prepare and submit online through website: www.uktenders.gov.in scanned copies of original documents comprising the proposal as described above.
- 16.7 Proposals should be submitted / uploaded on the website: www.uktenders.gov.in only. 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.
- 16.8 **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.
- 16.9 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.

17. Modification and Withdrawal of Proposals:

- 17.1 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.
- 17.2 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.

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 proposal 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 utilize the services of consultant/s or advisor/s.
- 20.2 Evaluation of bids will be done in two stages – first of Technical Bid, if found responsive, followed by Financial Bid.
- 20.3 Contract will be awarded for the highest annual license fee excluding taxes. In case more than one Bidder has quoted same fee, the Bidder having higher / highest cumulative financial turnover during financial years of 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 With regard to eligibility-cum-qualification criteria; and Bidders' responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all Bidders.
- 20.6 Any conditional bid would be rejected.
- 20.7 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.
- 20.8 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.

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:
- (a) 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
 - (b) 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:
- (a) either invite the next highest ranked Bidder to match the Financial Proposal submitted by the highest ranked Bidder; OR
 - (b) 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, where negotiation is necessary in the opinion of UTDB same shall be resorted to with the preferred (successful) Bidder.

23. Notifications:

- 23.1 Upon acceptance of the Financial Proposal of the Preferred Bidder with or without negotiations, UTDB shall declare the preferred bidder as the successful 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 three (3) days from the date of issue of the LOA, the Successful Bidder shall confirm their acceptance of the LOA.

25. Execution of Contract:

- 25.1 The Successful Bidder shall execute the Contract within one (1) week of the issue of LOA or such time as approved 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. 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 of the bidder from participation in the tenders of UTDB 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 next three years except under *force majeure* circumstances, in addition to forfeiture of EMD or Performance Security, if

already submitted.

27. Debriefing and Appellate:

- 27.1 Any bidder may request in writing to CEO, UTDB for debriefing after award of contract.
- 27.2 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

28. Authority's Authorized Representative:

The Authority's Authorized Representative is for this project is Mr. Y.K. Gangwar, Joint Director (Tourism) and may be contacted, for clarifications, at the following address through post/email.

CEO,

Uttarakhand Tourism Development Board (UTDB)

Pt. Deendayal Upadhyay Paryatan Bhawan, Near ONGC Helipad

Garhi Cantt, Dehradun-248003 (India)

Tel: 91- 135- 2552626, 2559987, 8395875055

E-mail: utdbplanning@gmail.com, procurement.utdb@gmail.com

29. Conflict of Interest

A Bidder shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.

30. Successful Bidder:

The bidder offering highest Annual License Fees in the financial proposal shall be declared as successful bidder.

31. Jurisdiction:

All disputes arising under pursuant to and/or in connection with the Selection Process shall have exclusive jurisdiction at Courts in Dehradun.

DETAILS OF THE MODERN RECEPTION CENTER

- **Location** – Har ki Pauri near Belwala Central Control Bhawan, Haridwar
- **Approach road** – Pt. Deendayal Parking to Har ki Pauri connecting road
- **Distance from Har ki Pauri** – within 300 mtrs. (approx.)
- **Ground Floor 147 Sq. mtrs. -**
 - 4 double bed rooms with attached toilet
 - 1 Room with two double bed and attached toilet
 - 1 Reception Hall
 - 1 Store Room.
- **First Floor 137 Sq. mtrs. -**
 - 3 double bed rooms with attached toilet
 - 1 Room with two double bed and attached toilet
 - 1 Staff Room

SCOPE OF WORK / SERVICES

1. The Scope of Work for the Operator will include:

- (i) Operation, Maintenance and Management of offered property as per agreed terms throughout the contract period.
- (ii) Engage required staff for the proposed project/s.
- (iii) Revenue Collection – selected operator is free to fix and revise tariff. The tariffs shall be informed to UTDB.
- (iv) Manage all clearances and approvals for the Project, if required. UTDB will facilitate in managing clearances and approvals.
- (v) Management of the entire facilities and related services
- (vi) Avoid unauthorized usage of project infrastructure
- (vii) Timely payment of license fee to UTDB.
- (viii) The Operator shall obtain and maintain all insurance required as per the prevailing law.
- (ix) The Operator shall take all reasonable precautions for the prevention of accidents on or about the Project/ Project Site and provide all reasonable assistance and emergency medical aid to accident victims.
- (x) The Operator shall pay at its own cost all applicable existing and future taxes/ charges/ fees/ levies including the property tax etc. during the License /Contract period.
- (xi) The Operator shall be responsible for obtaining all necessary approval, licenses, permits and permissions required for operation and maintenance of the Tourist Rest House from the respective competent authorities
- (xii) The Operator shall be responsible, at its own cost, for all the maintenance and repairs of the Project facility and all its components including building structures, all services and allied works. The Operator shall also carry out regular maintenance of the property.
- (xiii) No prohibited activities shall be allowed in the facility area.
- (xiv) The Operator shall not be entitled to modify or reconstruct any part of the property without prior approval from UTDB.
- (xv) The Operator will install appropriate CCTV for surveillance and safety of the project facilities.
- (xvi) The Operator will ensure to maintained the necessary facilities for handicapped as per GoI guidelines.
- (xvii) The Operator will ensure to keep the property free from any type of encroachment during the entire License/Contract period.
- (xviii) The Operator shall not be entitled for transfer or subletting of the property to any third party.
- (xix) UTDB may on its requirement may get the property vacated on a two months' notice period in such conditions the annual license fees deposited by the Operator shall be returned on *pro rata* basis.

**Chief Executive Officer,
UTDB**

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; 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 with regard Minimum Wages Act, PF, ESI, etc., for the personnel employed. The Operator shall be responsible for all liabilities arising due to any disputes thereof.
- 3.2 The Operator shall comply with all the applicable statutory provisions with regard to environment protection, safety of the users and general public during the operation by the Operator.
- 3.3 The Operator shall comply with appropriate standards with regard to safety of the persons availing the facilities.

4. Proper Maintenance:

The Operator shall, at its own cost, during the term of the Contract, keep the land and the project facilities in a good and proper condition as per industry standards, subject to normal wear and tear and shall ensure that the property is safe and secure for tourists and its staff.

5. Law governing Contract:

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

6. Payment to the Authority:

- 6.1 Operator shall pay the quoted annual license fee of INR biannually (every six (6) months) in advance before 5th day of relevant month.
- 6.2 The annual licence fee quoted for the first year would be enhanced every year by 5% over the previous year amount.
- 6.3 The Operator shall pay bills for water, electricity, etc. directly to the concerned agencies / departments / authorities.

6.4 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.

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. Taxes and Duties:

The Operator shall be liable to pay all direct and indirect taxes, duties, fees and other impositions levied under the applicable laws.

9. Commencement of Services:

The Operator shall provide all the services agreed upon within 1 (one) month from signing of the Contract. If the Operator fails to commence the services within the prescribed period, then UTDB may terminate the Contract.

10. Period of Contract:

For Ten (10) years from date of signing of the Contract, The Contract may be extended on same terms and conditions for further period of 2 (two) years.

11. Contract Amendments:

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

12. 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.

13. Liquidated Damages:

If the Operator delays to offer any or all of the Services including payments to the Authority within the period(s) specified in the Contract, the Operator is liable to pay the liquidated damages @ 0.5% of Performance Security per week with maximum up to 10%. Thereafter, UTDB has the option to terminate the Contract and encash full amount of the Performance Security.

14. Best Industry Practice:

The Operator shall all time during the entire contract period shall maintain all the services as per the good industry practice.

15. Obligation of UTDB:

UTDB shall provide recommendation letters to any authority for smooth implementation and operation of the system in favour of the Operator. However, the Operator has to take all necessary approvals.

16. Termination for Default:

- 16.1 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 including default in payment within the period(s) specified in the Contract, or within any extension thereof granted by the UTDB during the Contract period; 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.
- 16.2 In the event 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.

17. Termination for Convenience:

- 17.1 The UTDB, by written notice of minimum sixty (60) days sent to the Operator, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the UTDB's convenience, the extent to which performance of the Operator under the Contract is terminated, and the date upon which such termination becomes effective.
- 17.2 The services that have been provided till the termination notice and period specified in the notice shall be accepted by the Purchaser at the Contract terms and prices.

18. Force Majeure:

- 18.1 Any act of God or event (i) beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such act or event by the exercise of due diligence and reasonable efforts, skill and care, and (iii) has a Material Adverse Effect on the execution of the Contract.
- 18.2 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*.

- 19. Permissible Trade or Business:** During the period of the Contract the Operator shall use the land and project facilities for the purpose for which the land and facilities has been granted. The Operator shall not, without the prior written permission of the authority carryon, or permit to be carried any other business or activity which has not been permitted in the contract.

20. Settlement of Disputes:

- 20.1 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.
- 20.2 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.

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

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 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 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 Operation, Maintenance and Management of Modern Reception Center at Haridwar, 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 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, 2024.

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-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 Operator”), has been granted the permission for **Operation, Maintenance and Management of Modern Reception Center at Haridwar, Uttarakhand** for a period of 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

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

In case Bidder is operating any property obtained on Contract then he is required to provide the experience certificate on below mentioned format.

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

The Bidder may submit more details / information to substantiate its claim for past experience. The certificate shall be issued or verified by the employer.

.....
Name of the Bidder

.....
Signature of the Authorised Person

OR

If bidder has experience of operating its own property, then the bidder should provide required experience certificate on CA Certificate.

Format for Financial Proposal

As per BoQ in the Financial Folder.

Format for Financial Capability

It is certified that the Turnover of firm M/s. for FY 2020-21, 2021-22 & 2022-23 is mentioned below:

Financial Year	Annual Turnover Amount (in Rs.)
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 for **Operation, Maintenance and Management of Modern Reception Center at Haridwar, 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 OF2024

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.

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....., 2024 between **Uttarakhand Tourism Development Board**, Pt. Deendayal Upadhyaya Paryatan Bhawan, (Near ONGC Helipad), Garhi Cantt., Dehradun – 248 003 represented by its (Sri. / Smt.) as First Party and

M/s (address) represented by its _____name and designation (hereinafter called the “**Operator**”) as Second party.

WHEREAS the UTDB is desirous that certain Goods and ancillary services viz., **Operation, Maintenance and Management of Modern Reception Center at Haridwar, Uttarakhand** (Brief Description of Goods and Services).

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 Operator;
 - (f) Scope of Services;
 - (g) Conditions of Contract;
 - (h) Letter of Award;
 - (i) Minutes of pre-contract negotiation meeting
 - (j) Performance Security; and
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 property.
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 amount is Rs. (excluding GST).
6. Duration of the Contract is years.

7. If the Operator fails to execute its obligation as per the Contract Agreement, the Client may terminate this Contract and forfeit the Performance Security submitted by the Operator.
8. UTDB reserves the right to terminate this Contract at any stage at its discretion with or without assigning any reason.
9. In the case of dispute arising between the Client and the Operator, 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 services which shall be provided by the Operator 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 *[name of Client]*

For and on behalf of *[name of Operator]*

.....

.....

[Authorized Representative]

[Authorized Representative]

Witness 1:

Witness 2:

(Signature)

(Signature)

(Name)

(Name)

(Address)

(Address)

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

AFFIDAVIT

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

- (i) all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,
- (ii) any of our personnel, representatives, sub-consultants, sub-Service Providers, service providers, Service 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 as on the last date of proposal submission.

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 Operator

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 Operator]

(On not less than 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)