

SAHASTRADHARA HELIDROME, P.O. KULHAN, DEHRADUN-248001. TELE: 0135-2608981

# No. 4619 /UCADA/2021-22

Dated 29/05/2021

Subject: Request for Proposals through e-procurement portal for Selection of Service Provider to provide Housekeeping and Gardening services at Sahastradhara helipad and State hangar at Jollygrant Airport, office in Dehradun.

Tender Reference:	4619 /UCADA/2021-22		
Date of downloading tender document	From 06:00 PM on 29.05.2021		
Pre-proposal meeting	At 3 PM on 04.06.2021		
Last date for seeking clarification, if any	Upto 5:00 PM on 06.06.2021		
Last date and time for uploading of quotation in e-Procurement platform	Upto 05:00 PM on 14.06.2021		
Time and date of opening of Technical proposal	At 11AM on 15.06.2021		
Time and date of opening of Financial proposal	At 4 PM,15.06.2021 OR Later		
Place of Opening of proposals and	Uttarakhand Civil Aviation Development		
Address for communication	Authority (UCADA) Sahastradhara		
	Helidrome, P.O Kulhan, Mussoorie Bye-pass Road, Dehradun – 248001		

# **Tender Schedule**

# I. <u>Instruction to Bidder</u> (ITB)

- 1. Uttarakhand Civil Aviation Development Authority (UCADA) invites RFP through e-procurement portal for Selection of Service Provider to provide Housekeeping and Gardening services at UCADA office in Dehradun as per details given in this tender following Uttarakhand Procurement Rules, 2017.
- 2. Minimum of Twelve (12) housekeeping staff including one (1) female and 1 Gardner should be deployed. This may increase/decrease, if required by UCADA on same rate and terms and conditions.
- 3. Detailed Scope of Work/ Services are given before commencement of Annexures Section.
- 4. Selection Criteria:
- A) <u>Eligibility Criteria</u>:
  - i) Should have GST registration. (copy need to be attached), copy of GST Challan of last FY 2019-2020 need to be submitted.
  - ii) Should have ISO Certification. (copy need to be attached)

- iii)
- iv) Should have TAN no. (copy need to be attached)
- v) Copy of solvency certificate, issued by the Revenue Deptt.
- vi) Copy of character certificate.
- vii) A Power of Attorney as per format in Annexure 7.
- viii) Affidavit as per format provided in Annexure -9.
- ix) The Service Provider should not have been blacklisted as on the last date of proposal submission by any Ministry / Department / undertaking of Government of India or any State or Union Territory Administration.
- x) Attested copy of Certificate of registration in the Labour Department;
- xi) Attested copy Certificate of registration in the Employee Provident Fund and ESI Organizations; copy of EPF and ESIC Challan of last FY 2019-2020 need to be submitted.
- Xii) Attested copy of the Income Tax return filed by the Service Provider for the last three years (FY. 2017-18, 2018-19, 2019-20) in the Income Tax Department and the clearances received, if any;
- B) Post Qualification Criteria:
  - Should have successfully executed at least one contract for providing housekeeping services from Govt agency having value not less than Rs. 20 lakhs in any one FY during financial years 2017-18, 2018-19 and 2019-20. Certificate need to be attached.
  - ii) Should have achieved an Average annual turnover during the financial years 2017-18, 2018-19 and 2019-20 of not less than Rs. 1 Crore.

(The Financial turnover is the total financial turnover of the bidding company / organization / agency from any activity. But, financial capability of the Service Provider's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Service Provider.)

- 5. With regard to eligibility and post-qualification criteria; and Service Providers' responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all Service Providers.
- 6. Tender fee of Rs. 1180 including GST (18%) to be paid by way of DD or Banker's cheque in favor of CEO, UCADA and payable at Dehradun.
- 7. Earnest Money/Bid Security Declaration:
  - (i) As per Uttarakhand govt order no- 121(1) xxvii (7)/21-32/2007, dated-29.04.2021, bid security declaration must be submitted. MSME Exemption will be applicable subject to the submission of required certificate.
  - (ii) The Earnest Money declaration shall be considered null and void in the following cases:
    - (a) If the Service Provider withdraws its proposal during the interval between the last date for proposal submission and expiration of the proposal Validity Period; and
    - (b) If the Successful Service Provider fails to provide the Performance Security within the stipulated time or any extension thereof provided by UCADA.
- 8. Clarifications:

Service Providers can seek clarification through e-mail to ucadadoon@gmail.com.

9. Amendment of Proposal:

At any time prior to the proposal due date, UCADA may modify the Request for Proposal including date extension or any other provision of the RFP through Addendum posted on the website: <u>ucadadoon@gmail.com</u>

10. Validity of Proposal:

The proposal shall be valid for not less than 90 (Ninety) days from the last date for proposal submission.

11. Pre-Proposal Meeting:

To clarify and discuss issues with respect to the work and the proposal a Pre-Proposal meeting will be held as indicated in the Tender Schedule given on Page no. 1 of this document. Attendance of the Service Providers at the Pre-Proposal meeting is not mandatory. Considering Covid ,it may also be conducted online. Link for this will be posted on the website of UCADA before starting the meeting. Bidders are requested to kindly keep checking the website on that day before the scheduled time.

- 12. Any conditional proposal shall be regarded as non-responsive and shall be rejected.
- 13. Format and Submission of Proposal:
  - (i) Service Providers would provide all the information as per this proposal and in the specified formats. UCADA reserves the right to reject any proposal that is not in the specified formats.
  - (ii) The proposal should be uploaded on <u>www.uktenders.gov.in</u>. Submission of proposals through any other mode is not acceptable and shall not be considered.
    - a) Technical proposal including following in the Technical Folder:
    - b) Covering Letter as per Annexure 2.
    - c) Anti-Collusion Certificate as per Annexure 3
    - d) Power of Attorney as per Annexure 7
    - e) Others, etc

# Price should not be given in the Technical proposal.

- (iii) Financial proposal in the Financial Folder as per format in Annexure -5.
- (iv) The Service Provider shall prepare and submit online through website: <u>www.uktenders.gov.in</u> scanned copies of original documents comprising the proposal as described above.
- (v) The (a) Tender fee, (b) Earnest Money/Bid security declaration, (c) Original Power of Attorney and (d) Original Affidavit shall be submitted /delivered, addressed to Chief Executive Officer, Uttarakhand Civil Aviation Development Authority (UCADA) ,Sahastradhara Heli-pad, P.O Kulhan , Mussoorie Bye-pass Road, Dehradun, <u>before Technical Proposal opening</u>. The proposal inviting authority shall not be held liable for any delays in the receipt of these documents. <u>No other original document need to be</u> <u>submitted</u>.
- 14. Conditional proposal shall not be considered.

- 15. Proposal Opening:
  - a) Service Providers' representatives who choose to be present may attend the proposal opening.
  - b) If the office happens to be closed on the date of opening as specified, the quotations will be opened on the next working day at the same time and venue.
- 16. Confidentiality :

Information relating to the examination, clarification, evaluation and recommendation shall not be disclosed to any person not officially concerned with the process.

- 17. Clarifications :
  - a) To assist in the process of evaluation of proposals, UCADA may, at its sole discretion, ask any Service Provider for clarification including additional information and documents. In case of any additional documents, same can be accepted only if they are of historical nature i.e., either the documents or facts in the documents should have existed prior to the 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.
  - b) UCADA reserves the right to independently verify the documents submitted by the Service Providers and may reject any of the proposal in case of any discrepancy.
- 18. Proposal Evaluation:
  - a) Evaluation of proposals will be done in two stages first of Technical Proposal, if found responsive, followed by Financial Proposal.
  - b) Contract will be awarded for the lowest fee excluding GST but including other statutory fees/taxes. In case more than one Service Provider has quoted same fee, the Service Provider having higher / highest cumulative contracts' value in the last three FY within the state of Uttarakhand ,will be declared as successful Service Provider. (Hence, Service Providers are requested to list all the contracts executed during the period of consideration, 2017-18, 2018-19 & 2019-20).
  - c) In case of discrepancy / mismatch between figures and words, amount in words shall be considered.
  - d) Proposal submitted with an adjustable price will be treated as non-responsive and rejected.
  - e) With regard to eligibility and post-qualification criteria; and Service Providers' responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all Service Providers.
- 19. UCADA's Right to Accept or Reject Proposal:
  - a) UCADA reserves the right to accept or reject any or all of the proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, without liability or any obligation for such acceptance, rejection or annulment.
  - b) UCADA reserves the right to reject any proposal including that of the Preferred Service Provider if:
    - i) at any time, a material misrepresentation is made or uncovered; If a fraud or

fraudulent practice adopted by any Service Provider is established, the Service Provider may be blacklisted and /or appropriate legal proceedings may be initiated against such Service Provider as per the prevailing laws, OR

- ii) the Service Provider does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.
- c) If such disqualification/ rejection occur after the Financial Proposals have been opened and the highest ranked Service Provider gets disqualified / rejected, then UCADA reserves the right to:
  - i) either invite the next highest ranked Service Provider to match the Financial Proposal submitted by the highest ranked Service Provider; OR
  - ii) take any such measure as may be deemed fit in the sole discretion of UCADA, including annulment of the bidding process.
- 20. Notifications:
  - a) Upon acceptance of the Financial Proposal of the Preferred Service Provider with or without negotiations, UCADA shall declare the Successful Service Provider as Preferred Service Provider.
  - b) The Notification of Award will constitute the formation of the Contract.
- 21. Negotiation

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

22. Acknowledgement of Notification of Award (NOA):

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

- 23. Execution of Contract:
  - a) The Successful Service Provider shall execute the Contract within one week of the issue of NOA or such time as indicated by UCADA.
- 24. Performance Security:
  - a) Before signing of the Contract, the Successful Service Provider shall furnish Performance Security for 3% of contract value including GST as per latest GO of finance deptt.,Govt of Uttarakhand.
  - b) The Performance guarantee shall be forfeited and en-cashed in the following cases:
    - i) If the Successful Service Provider withdraws midway during the work completion.
    - ii) Any other act or acts of the successful Service Provider which renders the work un-operational and UCADA establishes sufficient reasons to forfeit the performance guarantee.
  - c) Failure of the successful Service Provider to furnish the Performance Security shall constitute sufficient grounds for the annulment of the award in which event the UCADA may make the award to the next lowest evaluated responsive proposal or call for new proposals.
  - d) The Performance Security will be returned provided there is no pending dispute or claim.

# 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 UCADA and the Service Provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
  - (b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
  - (c) "The Goods" means all the equipment, machinery, and/or other materials which the Service Provider is required to supply to the UCADA under the Contract;
  - (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Service Provider covered under the Contract;
- 1.2 The Service Provider shall permit UCADA 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 UCADA, if so decided.

# 2. Payment:

- **2.1** The Service Provider shall pay the personnel by cheque account payee only after deducting the employee's contribution of PF, ESI as prescribed by the Government from time to time. The payment to the personnel should be made within 7<sup>th</sup> day of the next month for which the payment is due without waiting for the payment of his invoice to the Employer.
- **2.2** The Service Provider shall deposit the applicable Employer's contribution of PF and ESI as prescribed by the Government from time to time in the accounts of the personnel through nationalized banks to the appropriate authorities within the prescribed period without waiting for the payment of his invoice to the Employer.
- **2.3** Non disbursement of salary to the staff before 7<sup>th</sup> of the month due; will attract a penalty of 2% of the total bill amount submitted for payment.
- **2.4** The Annual Statement of Accounts in respect of ESI & PF issued by the concerned Head of the organization shall be furnished to each of the personnel with copy to the Employer.
- **2.5** The Service Provider shall submit his invoice for the month before the 5<sup>th</sup> of the following month. The invoice shall give the following details:
  - (i) Salary paid for the personnel based on attendance less the employee's contribution of PF and ESI supported by attendance sheet;
  - (ii) Employees contribution of PF and ESI supported with proof of having deposited the same with the appropriate authorities;
  - (iii) Employer's contribution of PF and ESI supported with proof of having deposited the same with appropriate authorities;
  - (iv) Service Provider's fees computed on the total of 1 to 3 above;
  - (v) Service tax payable, if any, at the current rates on the total of 1 to 4 above.
  - (vi) Invoice should be accompanied by PF & ESI challans of the previous month. Remittance should match with the deductions made in the bill.
  - (vii) GST remittance challan for previous month / quarter, as applicable.

- 2.6 Payment shall be made to the Service Provider, after statutory deductions, on monthly basis within 15 days from submission of bills along with required documents and subject to satisfactory performance in accordance with this Contract.
- 2.7 No additional payments shall be made other than as provided under this Contract.

# **3.** Period of Contract:

- 3.1 For one year from signing of the Contract. The Contract may be extended on same terms and conditions for further period of 2 year .
- 3.2 The Service Provider shall not sub-contract any part of the services without prior written approval of the Client.

# 4. Compliance to Laws:

- 4.1 The Service Provider shall comply with all applicable laws *inter alia* Workman's Compensation Act., 1948, Employee's State Insurance Act, 1948, Minimum Wages Act, 1948 and Child Labour Prohibition and Regulation Act, 1986 as prevalent with regard to employment, safety, environment, etc., relevant for the services provided under this Contract.
- 4.2 The Service Provider shall indemnify, reimburse and compensate the Client against any third party claims.
- 4.3 The Service Provider shall make all necessary arrangements to attend any accident and the Client should not be held liable or responsible in this regard.
- 4.4 The personnel deployed shall be employees of the Service Provider and no circumstances at any time claim employment of the Client.
- 4.5 The Service Provider shall employ the staff only after proper police verification and submit such verified certificates to the Client.
- **4.6** The Service Provider shall extend all benefits including leave, maternity leave accruing to them under the various applicable Labour Laws.

# 5. 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, UCADA has the option to terminate the Contract and encash full amount of the Performance Security.

# 6. Termination of Contract:

The Client reserves the right to terminate the Contract in case of not satisfactory performance after giving a written notice of minimum 30 days.

# 7. Settlement of Disputes:

- 7.1 The UCADA 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.
- 7.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the UCADA 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.

- 7.3 All disputes shall be subject to jurisdiction of courts in Dehradun.
- 7.4 Compliance of Uttarakhand Procurement Rule 2017,as amended time to time ; Uttarakhand Minimum Wage Act, EPF ACT ,ESIC act and other relevant acts and rules etc, shall strictly be followed while evaluating the bid.

# **SCOPE OF WORK**

- 1. Daily mopping the floor, cleaning office premises, toilets, parking and roads two times (before commencement of office hours and immediately after lunch time).
- 2. Daily Waste disposal.
- 3. Before commencement of office hours; daily dusting furniture & cleaning of doors, windows, walls, ceiling; and weekly cleaning of ceilings and cobwebs.
- 4. For all above tasks, if needed more number of times should be done as per instructions.
- 5. Gardening including watering and cleaning of UCADA premises (06 acres approx.)
- 6. Gardening and tree / shrub / grass trimming / mowing as per requirement / instruction. Timely cutting of grass.
- 7. Seasonal planting and application of fertilizer including all required material, tools and personnel as per requirement / instruction.
- 8. Supply and maintenance of plants for minimum 100 pots including as per season. The Client will provide required pots.
- 9. If required, the services will be provided on holidays also.
- 10. Housekeeping material as approved by the Client for quality and cost will be procured by the Service Provider. *However, the material cost will be reimburse by the Client.*
- 11. Necessary tools for housekeeping/gardening will have to be provided by Service Provider.
- 12. Minimum of Twelve (12) housekeeping staff including one (1) female and 1 Gardner should be deployed. This may increase if required by UCADA on same rate and terms and conditions
- 13. Separate male and female staff will be provided for cleaning of the respective toilets.
- 14. Staff deployed should be in neat uniform .
- 15. Work chart shall be maintained and submitted to the Client for all the tasks.
- 16. Services shall be rendered between 9.00 AM and 5.00 PM or as per requirement / instruction.
- 17. The Service Provider shall deploy a suitable Supervisor on daily basis to supervise and monitor the work of his employees.

Note:-Bidders are requested to visit the premises at Sahastradhara & Jollygrant Airport.

Chief Executive Officer, UCADA.

# **Fraud and Corrupt Practices**

- 1) The Service Providers and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, UCADA may reject an Application without being liable in any manner whatsoever to the Service Providers if it determines that the Service Providers has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 2) Without prejudice to the rights of UCADA, if an Service Providers is found by UCADA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Service Providers shall not be eligible to participate in any tender or proposal issued by UCADA or by any other agency of Government of Uttarakhand during a period of 2 (two) years from the date such Service Providers are found by UCADA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3) For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of UCADA who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of UCADA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 1.2.6, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Work or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of UCADA in relation to any matter concerning the Work;

b) "**Fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) "**Coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "**Undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by UCADA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) "Restrictive practice" means forming a cartel or arriving at any understanding

or arrangement among Service Providers with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

# Annexure - 2

#### Format for Covering Letter \*\*\*

To The CEO Uttarakhand Civil Aviation Development Authority Mussoorie, Bye-pass Road, P.O Kulhan, Dehradun – 248001

Dear Sir,

# Ref.: Request for Proposals through e-procurement portal for Selection of Service Provider to provide Housekeeping and Gardening services at UCADA office in Dehradun.

- 1. We have read and understood the RFP in respect of the captioned proposal and we hereby submit our proposal.
- 2. We have uploaded Technical and Financial Proposals appropriately on the eprocurement portal: <u>www.uktenders.gov.in</u>
- 3. We confirm that our proposal is valid for a period of 90 (Ninety) 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.

Name of the Service Provider

Signature of the Authorised Person

Note:

\*\*\* On the Letterhead of the Service Provider.

# Format for Anti-Collusion Certificate

# **Anti-Collusion Certificate**

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

Name of the Service Provider

Signature of the Authorised Person

# **Format for Technical Proposal**

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

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

# A. Past Experience of the Service Provider

The Service Provider may submit more details / information to substantiate its claim for past experience.

Name of the Service Provider

Signature of the Authorised Person

# Format for Financial Proposal

Serial no.	ITEMS	PER LABOUR	GST	TOTAL COST
		COST TO BE	CHARGES	(in RS)
		FILLED BY	EXTRA	
		BIDDER	(in RS)	
		(Including		
		Service charge,		
		EPF and ESIC		
		and any other		
		statutory		
		charges )		
		(in RS)		
1	LABOUR			
	COST			
	(MONTHLY)			
	TOTAL COST			

This Annexure to be filled-in and uploaded in the Financial Folder.

# Annexure - 6

# Format for Financial Capability

Financial Year	Rs. In lakhs
2017-18	
2018-19	
2019-20	

{ <u>Note:</u>

- 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 ....., 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 **provide Housekeeping** and gardening services at UCADA office in Dehradun proposed by Uttarakhand Civil Aviation Development Authority, (the "UCADA") 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 UCADA, representing us in all matters before UCADA, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our proposal, and generally dealing with UCADA 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 UCADA.

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.

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

Annexure - 8

(On Rs. 100/- stamp paper)

# **CONTRACT FORM**

**WHEREAS** the UCADA is desirous that certain Goods and ancillary services viz., **provide Housekeeping and gardening services at UCADA office in Dehradun** (Brief Description of Goods and Services) and has accepted a quotation by the Service Provider for the same in the sum of ...... (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

# NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) the Proposal and the Price Schedule uploaded by the Service Provider;
  - b) the Fraud & Corrupt practices;
  - c) the Covering letter;
  - d) the Anti-Collusion Certificate;
  - e) the Affidavit;
  - f) Conditions of Contract; and
  - g) the UCADA's Notification of Award.
- 3. In consideration of the payments to be made by the UCADA to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the UCADA to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The UCADA hereby covenants to pay the Service Provider in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

# TOTAL VALUE:

# **Contract Period:**

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

Signed, Sealed and Delivered by the said ...... (For the UCADA) in the presence of:.....

Signed, Sealed and Delivered by the said ...... (For the Service Provider)

in the presence of:.....

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

#### **AFFIDAVIT**

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

- i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,
- ii. any of our personnel, representatives, sub-consultants, sub-Service Providers, service providers, Service Provider s and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,
- iii. indemnify and compensate the UCADA from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,
- 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 UCADA including rejection of our proposal, annulment of contract and blacklisting.

Authorized signatory for the Service Provider Signed: \_\_\_\_\_\_ Name: \_\_\_\_\_\_ Designation: \_\_\_\_\_\_

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

> > Accepted (Signature)

Witnesses:		
1	•••••	 •••••

Date:

2. ....

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