



**TENDER FOR SELECTION OF LESSEE FOR PROVIDING
BUILDING OF GMVN SITUATED AT NOIDA ON LEASE
RENT FOR FIVE YEARS**

Issued by:

Managing Director
Garhwal Mandal Vikas Nigam Limited
(A Govt. of Uttarakhand Enterprise)
74/1, Rajpur Road, Dehradun – 248001 (Uttarakhand)
Phone: 0135-2746817, 2749308
Email: mis.gmvn@gmail.com

Disclaimer

This Tender document is neither an agreement nor an offer by Garhwal Mandal Vikas Nigam Limited, A Govt. of Uttarakhand Enterprise (the "**GMVN**" OR "**Authority**") to the prospective bidders or any other person. The purpose of this Tender is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by GMVN in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This Tender may not be appropriate for all persons, and it is not possible for GMVN, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, 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 Tender and obtain independent advice from appropriate sources.

GMVN, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder 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 Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Selection Process.

GMVN also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this Tender. GMVN 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 Tender. The issue of this Tender does not imply that GMVN is bound to select a bidder or to appoint the bidder, as the case may be, for the project and GMVN reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

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

CONTENTS OF TENDER DOCUMENTS

A - TENDERING PROCEDURE	1
B - SCOPE OF WORK AND TERMS & CONDITIONS	1
C - CRITICAL DATES	5
D - SPECIAL MENTIONS	5
E - VALIDITY OF BID	6
F - TENDER FEE AND EARNEST MONEY DEPOSIT	6
G - QUALIFICATION OF BIDDERS	7
J - DOCUMENTS COMPRISING THE BIDDERS' PROPOSAL (Technical BID)	9
K - FINANCIAL BID – (BOQ)	9
L - COST OF BIDDING	9
M - RIGHT TO ACCEPT OR REJECT THE TENDER	9
N - PREPARATION AND SUBMISSION OF BIDS	10
O - BID DUE DATE	10
P - MODIFICATION/SUBSTITUTION/ WITHDRAWAL OF BID	10
Q - CORRESPONDENCE WITH THE BIDDER	10
R - EVALUATION OF BIDS	10
S - PERFORMANCE SECURITY	11
T - RESOLUTION OF DISPUTES/ ARBITRATION	12
U - PENALTIES	12
V - PAYMENTS	12
W - INTERPRETATION	13
X - JURISDICTION	13
Y - MISCELLANEOUS	13
Z - FORCE MAJEURE	15
AA -CHANGE OF LAW	15
BB -AGREEMENT FOR CONTRACT	15
Bid Forms.....	
Technical Bid Form-1: Letter of the Bid	18
Technical Bid Form-2: Details of the Bidder	20
Technical Bid Form-3: Power of Attorney for Signing Authority	21
Technical Bid Form-4: Affidavit for No Blacklisting	22
Technical Bid Form-5: Anti-Collusion Certificate	23
Technical Bid Form-6: Project Undertaking	24
Technical Bid Form-7: Financial Eligibility	25
Technical Bid Form-8: Affidavit of No Dues towards Government Taxes	26
Technical Bid Form-9: Board Resolution for Bidders (applicable only in case the Bidder/s is/are Company/ies)	27
Technical Bid Form- 10: Memorandum of Understanding (MOU) in case of Consortium	28
CHECK LIST OF DOCUMENTS	31

Cost of Tender Form Rs.10,000/- Inclusive of GST 18% Rs.1,800/- Total Rs.11,800/-

TENDER DOCUMENT

GMVN is inviting bids from the Nationalized Banks/ M.N.C./ Government/ Semi Government/ N.G.O/ Other reputed Organisations/ Private Person for Building of GMVN on Lease Rent situated at C-50, Sector-62, Noida, Uttar Pradesh-201301 for Institutional activities permissible by New Okhla Industrial Development Authority for the period of five years.

A - TENDERING PROCEDURE

1. Two bid system of E-Tendering will be followed. (Technical Bid and Financial Bid)

i. Technical Bid

The first part shall comprise the offer letter in the prescribed Format (Bid Forms) and the pre-qualification and Technical criteria compliance statement with details.

ii. Financial Bid

The second part shall be the Financial bid specifying the price offer in the prescribed Format (BOQ) Excel spread sheet (Please note that this is an E-tendering System and the comparative chart is automated by the system. Do not forget to write the name of the applying firm at the specified place required for the same, otherwise there are chances that the system may reject the Financial bid.)

GMVN will open the pre-qualification and technical proposals and evaluate them as per criterion mentioned in this document. The 'Financial Proposal' covers shall not be opened until the evaluation of the pre-qualification and technical evaluation is complete.

After evaluation of technical proposals, the financial proposals of only those bidders, who qualify in technical evaluation, will be opened.

2. The parties willing to participate in the Bidding will have to apply through the Electronic Tendering Procedure (E-Tendering) as per the guidelines issued by Uttarakhand State Government.

3. The Tender Document can also be downloaded from the web site "www.gmvnonline.com" and/or "uktenders.gov.in"

4. No Tender will be accepted other than E-Tendering Procedure mentioned above.

5. The provisions of Uttarakhand Procurement Rules 2017 shall be applicable for this Bidding Process. Furthermore, in case of any inconsistency in any of the provisions of this Tender Document with the Uttarakhand Procurement Rules 2017, the Uttarakhand Procurement Rules 2017 shall prevail.

B - SCOPE OF WORK AND TERMS & CONDITIONS

1. GMVN intended to provide their Building situated at C-50, Sector-62, Noida, Uttar Pradesh-201301 having total area approximately 26000 Sq. feet (G+5) through transparent competitive bidding process as per Uttarakhand Procurement Rules 2017 for 5 years Extendable. Bidder has to quote annual Lease Rent only for the

first year . For all subsequent years the Lease Rent shall be escalated @ 8% per annum.

- The details of Building along with the value of minimum base Lease Rental to be submitted by bidders are given in the following table:

DETAILS OF BUILDING SITUATED AT NOIDA			
S.N.	Floor	Floor Area (in Sq. Meter)	Floor Area (in Sq. feet)
1	Ground Floor	80.04	861.55
2	First Floor	391.51	4214.21
3	Second Floor	391.51	4214.21
4	Third Floor	391.51	4214.21
5	Fourth Floor	366.36	3943.50
6	Fifth Floor	283.12	3047.50
	Total Area of the Building	1904.05	20495.18

- Building will be provided to bidders on present condition i.e. as it is basis.
- Bidder shall quote Lease Rent value for one year in the Financial bid. The bid amount for the Building shall not be less than minimum base annual Lease Rent value for the Building mentioned in the tender document and shall be exclusive of GST and all other applicable taxes and duties. Any other taxes like GST etc. shall be borne by the bidder firm & bidder will deposit amount as per rule. GMVN will not entertain the financial bid submitted lower than the minimum base annual Lease Rent value mentioned in the tender document. However, Lease Rent payable to the New Okhla Industrial Development Authority (NOIDA) shall be payable by GMVN.
- From 2nd year onwards, Annual Lease Rent value will be increased by 8% every year which will be calculated on the Lease Rent amount payable for the previous year exclusive of GST & other taxes.
- Total Contract value for 5 years (Extendable) of the bid will be calculated after considering the yearly increase in the Lease Rent Extendable value @ 8% i.e. in the 2nd year onwards Lease Rent value will be increased by 8 %.
- The Successful bidder shall use the building for the purpose of running activities as permissible by New Okhla Industrial Development Authority. The Successful bidder shall comply with all the prevailing Local/social/government rules and regulations. Bidder shall also comply the terms and conditions of the contract agreement. Successful bidder will be fully responsible in the case of non-compliance of any of the terms, rules and regulations. Any violation may result in strict action as per direction of MD, GMVN.

8. Successful bidder should not use the property for the purpose of liquor business, gambling, illegal business and other restricted activities/business. Any violation may result in strict action as per direction of MD, GMVN.
9. Successful bidder shall not encumber the Building and shall not create any obstacle/ disturbance for the others. Any violation may result in strict action as per direction of MD, GMVN.
10. The Service provider shall take all appropriate insurance cover to protect their own assets and employees and indemnify GMVN from all kinds of claims and liabilities.
11. Existing structure and facilities in the Building shall be provided for use to the successful bidder only. Building is having installed facility of electricity supply, water supply, sewerage, firefighting system and lifts (2 Nos.). Bidder can use the facility of parking space available in the building.
12. The successful bidder shall not assign / let-out /rent or sub-lease the Building fully or any part / portion of the building thereof except with the due consent of GMVN, in writing only.
13. The Successful bidder shall be responsible for payment of electricity, water, municipal taxes, maintenance charges and other applicable statutory levies and taxes related to the building as imposed time to time by the government. In case of default, legal action may be initiated by MD, GMVN.
14. The Successful bidder shall itself obtain the necessary approval/ consent of the Government, if any, required under the local law for the use of the Building, from their own source only.
15. Successful bidder shall be responsible for the routine repairing and maintenance of the Building. Repairing and maintenance work should be done by successful bidder from their own source only. No amount shall be reimbursed to the Successful bidder by GMVN in this respect. Successful bidder shall not do any new construction in the Building without written permission from the designated Authority of GMVN. Any violation may result in strict action as per direction of MD, GMVN.
16. The successful bidder shall keep the Building in good condition and shall not alter and make any structural changes therein except certain minor changes like temporary partitions etc. of light material at its own expenses and without damaging the existing Building/ structural arrangement of the building. The Successful bidder shall be allowed to improve the Building with interior renovation including furnishing items, equipment & fixtures etc at its own cost with the prior permission of GMVN as well as of other competent authority, if any. GMVN shall not bear any cost in this respect at the time of handing over of Building and associated assets. GMVN shall not make any payment to successful bidder for the improvement work carried out in the Building during contract period.

17. Successful bidder shall transfer/handover the possession of the immovable/ fixed asset/s and facility/ies renovated/improved by them, to GMVN free of cost at the end of the agreement period. Any violation may result in strict action as per direction of MD, GMVN.
18. The successful bidder shall deliver to GMVN the vacant possession of the Building in its original state i.e. without any damage and breakage to the Building, installed facility, electrical and other fittings etc. with all other items, immediately after the expiry/termination of contract. For the purpose of avoiding any dispute in future on the understanding of "Original State", a statement/ checklist of all the existing assets including furniture, electrical and other fittings etc mentioning their current condition should be prepared and this statement should be signed by authorised representatives of selected Bidder and GMVN before handing over the site & projects assets. Such statement/ check list should be attached with Agreement. In addition to the above, the successful bidder shall be responsible to restore the asset in original condition on their own cost. Any violation may result in strict action as per direction of MD, GMVN.
19. Successful bidder shall deposit the amount of Lease Rent in the following bank account of GMVN:

Beneficiary's Name	MD GMVN PP MODE
Bank Account Number	50100295694871
RTGS/NEFT Code	HDFC0000225
Bank Name	HDFC Bank Limited
Branch Name	56, Rajpur Road, Dehradun

20. As per the discretion of committee, earlier defaulters of GMVN may be evaluated, after clearing existing dues or any other pending issue as per the direction of MD, GMVN.
21. Bidders must visit the site and ascertain themselves for the site conditions, location, surrounding, climate, access to the site etc. before preparation and submission of their Bid. Such visit shall be carried out by the Bidders at their own cost, risk and responsibility. GMVN shall not be liable for such costs, regardless of the outcome of the Bidding Process. Bidder may contact PRO, GMVN posted at Delhi for site visit, whose contact details are as below:
- Name of PRO : Shri Rajpal Singh
 Mobile No. : 093126 33180
 Landline No. : 011-23350481, 23326620

C - CRITICAL DATES

Schedule of Bidding Process

S. N.	Event Description	Date
1	Availability of TENDER Document	Document can be downloaded from: www.gmvnonline.com , www.uktenders.gov.in
2	Payment to be paid along with Submission of Bid	Tender Fee (non-refundable): Demand Draft of Rs.11,800/- (incl. GST) in favour of Managing Director, Garhwal Mandal Vikas Nigam Limited, Payable at Dehradun Bid Security (Earnest Money Deposit): Demand Draft/ FDR/ CDR of Rs.10,33,000/- (Rupees Ten lac thirty three thousand only) in favour of Managing Director, Garhwal Mandal Vikas Nigam Limited, Payable at Dehradun
3	Publishing and Start Date of Downloading Tender document	09-05-2022 from 05:00 PM
4	Date & Time of Pre –bid Meeting	Date: 14-05-2022, at 03:00 PM Venue: Garhwal Mandal Vikas Nigam Limited, 74/1, Rajpur Road, Dehradun
5	Mode of Submission of Bid	Online at e-Proc website (www.uktenders.gov.in)
6	Start Date of Online Submission of Bid	From: 18-05-2022, 10:00 AM
7	Last Date of Online Submission of Bid (Bid Due Date)	Upto: 23-05-2022, upto 05:00 PM
8	Submission of Original Demand Draft for Tender Fee & other documents	24-05-2022, upto 01:00 PM Venue: Office of the General Manager (Tourism), Garhwal Mandal Vikas Nigam Limited, 74/1, Rajpur Road, Dehradun
9	Date, Time and Venue of Technical Bid Opening	24-05-2022, at 01:30 PM Venue: Office of the General Manager (Tourism), Garhwal Mandal Vikas Nigam Limited, 74/1, Rajpur Road, Dehradun
10	Date, Time and Venue of Financial Bid Opening	Shall be intimated to the Eligible Bidders at appropriate time
11	Issue of Letter of Award (LOA) to Bidder	Shall be intimated to the successful at appropriate time
12	Acceptance of LOA by the Bidder	Within 7 days of issuance of LOA
13	Signing of Contract Agreement	Within 10 days of issuance of LOA

The above schedule is tentative. Authority reserves the right to modify the Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

D - SPECIAL MENTIONS

Address for submission of all physical documents.

To,

The Managing Director/ General Manager (Tourism)
Garhwal Mandal Vikas Nigam Ltd.
74/1 Rajpur Road, Dehra Dun
Uttarakhand-248001.
Email : mis.gmvn@gmail.com
Tel No. : 0135-2746817, 2749308

E - VALIDITY OF BID

The Bids shall be valid for a period of 120 days from the last date of submission of Bids as mentioned in the Tender document or subsequent amendments, if any. Bid validity can be extended for further period by GMVN as per mutual consent of the bidder.

F - TENDER FEE AND EARNEST MONEY DEPOSIT

1. Tender Fee

- a. Rs.11,800/- (eleven thousand eight hundred only) inclusive of GST @18% i.e. Rs.10,000/-(Tender Fees) +Rs.1800/-(GST@ 18%)
- b. Tender fee will be accepted in the Form of Banker's Cheque/Demand Draft, drawn in favour of Managing Director, Garhwal Mandal Vikas Nigam Ltd payable at Dehradun.
- c. Scanned copy of the Tender fee instrument should be uploaded along with the Technical bid on the website www.uktenders.gov.in
- d. In case of Consortium, Tender Fees shall be payable by the Lead Member.
- e. The Bidders 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.

2. Earnest money Deposit (EMD)

Earnest money is (Refundable/Adjustable) has to be submitted physically in the Head office of GMVN before the opening of tenders. Scanned copy of EMD instrument to be uploaded along with the technical bid. The EMD amount payable by bidder is as given below:

S. No.	PARTICULARS	EMD (Rs.)
1	EMD for Tender	10,33,000.00

- a. The EMD can be submitted in the Form of :
 - i. F.D.R / C.D.R form
 - ii. Demand Draft/ Banker's Cheque
- b. The above EMD instrument should be made in favour of "Managing Director, Garhwal Mandal Vikas Nigam Ltd" Payable at Dehradun.
- c. EMD will be accepted in the above-mentioned form.
- d. The EMD fee should be submitted at Head Office of GMVN to the concerned officer as mentioned in this document. Scanned copy of the EMD fee

Instrument should be uploaded along with the Technical bid on the website www.uktenders.gov.in

- e. No interest shall be payable by GMVN on EMD.
- f. EMD will be forfeited if: -
 - i. The Successful Bidder fails to deposit the required Performance security as prescribed.
 - ii. Tender is withdrawn within the period of its validity period as mentioned in this document.
 - iii. The successful bidder refuses to provide the services after being selected in the tendering procedure.
- g. EMD shall be returned if the Bidding process is cancelled by GMVN, or as per the following cases:
 - i. For the Successful Bidder, after depositing Performance Guarantee and signing of Contract Agreement.
 - ii. For the Unsuccessful / Unqualified Bidders, within 30 days of the signing of Contract Agreement between GMVN and the Successful Bidder.
- h. In case of Consortium, Earnest Money shall be deposited by the Lead Member.
- i. Any Bid not accompanied by the Earnest Money Deposit shall be considered as non-responsive and shall be rejected.

Note : Latest applicable G.O. of the State finance department will be considered regarding exemption from earnest money deposit.

G - QUALIFICATION OF BIDDERS

- a. Bidder must have minimum experience of 3 years of business. Proof of business activity should be supported by documentary evidence and need to be submitted along with technical bid as mentioned in this document.
- b. The Bidder must be a legally recognized business entity OR group of entities (“**Consortium**”) incorporated/Registered in India. In case of Consortium Bidder, all members of Consortium can meet Eligibility Criteria jointly. An Entity submitting its bid individually shall be termed as “**Single Entity Bidder**”. Group of entities submitting their Bid as Consortium shall be termed as “**Consortium Bidder**”. Individual person having desired qualification can also apply.
- c. The term “**Bidder**” shall include Single Entity Bidder as well as Consortium Bidder. In case project is awarded to a Consortium Bidder, then Agreement shall be signed between GMVN and all members of the Consortium.
- d. The minimum Average Annual Turnover of the supplier should not be less than Rs.40.00 lakh during last three years for FY2018-19, FY2019-20 and FY2020-21. Proof of turnover to be submitted separately along with technical bid as mentioned in this document.
- e. The bidder should not have been blacklisted in the past five years by any state/ central govt. department. The bidder must give an affidavit for the same.
- f. The Bidder (Lead Member in case of Consortium) must submit GST Registration Certificate.

- g. The Successful Bidder should also provide all contact details of concern persons (i.e. office address, mobile numbers and email IDs).
- h. It is mandatory that bidder must have a valid PAN.
- i. In case where Bidder is Individual person/ proprietorship firm, the Bidder should also submit copy of Voter id card/ Driving License/ Aadhar card as identity proof and submit copy of electricity/ water bill / Voter id card/ Driving License/ Aadhar card as proof of address. Electricity/ Water bill should be in the name of the Bidder.
- j. Certified copy of Income tax return acknowledgements downloaded from the Income tax Portal for last three financial years for 2018-19, 2019-20 and 2020-21.
- k. Certified copy of financial accounts (Balance sheet and Profit & loss account) for last three financial years for 2018-19, 2019-20 and 2020-21.
- l. Bidder must have positive net worth as on March 31, 2021.

Note:- In accordance with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143- Industry/2003 dated 20th August 2019, the eligible bidders (enterprises) are exempted from applicability of qualification criteria related to Financial Eligibility (turnover) and Technical Eligibility (past experience).

H - PRE-BID MEETING AND CLARIFICATIONS BY GMVN

- a) A Pre-Bid Conference shall be held on the date, time and venue mentioned in Schedule of Bidding Process to clarify and discuss any provisions or requirements related to this tender document. All interested parties can participate in the Pre-Bid Conference.
- b) All queries to be raised at the Pre-Bid Conference shall be submitted to GMVN in writing on or before the scheduled date of Pre-Bid Conference. Written queries shall be submitted at the address given in the tender document in the following format:

S. N.	Reference Clause of Tender	Subject/Title	Query/ Clarification Sought

- c) GMVN shall endeavour to respond the written queries received from the prospective Bidders. However, GMVN reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring GMVN to respond to any query or to provide any clarification.
- d) Verbal clarifications and information given by GMVN or its employees or representatives advisors/consultants shall not in any way or manner be binding on GMVN.

I - AMENDMENT IN THE TENDER DOCUMENT

- a) At any time prior to the Bid Due Date, GMVN may for any reason, whether on its own initiative or as a result of a response to written queries, modify the Tender document/extend Bid Due Date by issuing an “Addendum”. Any modification of the tender document shall be made by GMVN exclusively through the issue of Addendum.

- b) Addendum shall be notified on www.uktenders.gov.in and/or www.gmvnonline.com. Such Addendum shall become part of the tender document.

J - DOCUMENTS COMPRISING THE BIDDERS' PROPOSAL (Technical BID)

- a) Scan copies to be uploaded on the e-Procurement Portal of GoUK i.e. www.uktenders.gov.in and Hard copy of the Tender document along with original affidavits/declarations etc. to be submitted to the concerned officer as mentioned in this document on or before the expiry of last date of submission of tender.
- b) Technical Bid Submission letter in the Format prescribed in Tender document.
- c) Copy of proof of submission of Tender Fees/exemption from tender fees whichever applicable as mentioned in this document.
- d) Copy of proof of submission of Earnest Money deposit as in prescribed Format/ exemption from Earnest Money deposit whichever applicable as mentioned in this document.
- e) Joint Bidding Agreement / Memorandum of Understanding (MOU) in case of Consortium Bidding as per the format given in Bid Forms. In case bidder is company, certified true copy of Board Resolution for consortium bidding.
- f) Authorisation letter signed by the Bidder in favour of the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender in the Format prescribed in Tender document
- g) Eligibility and Evaluation Criteria documents to support the qualification of the Bidder as per specific Format prescribed in Tender document
- h) Duly signed and stamped copy of Tender document with all amendments/ corrigendum/ addendum to be submitted physically as an undertaking that the bidder has read all the terms and conditions carefully and accepts them.
- i) All the documents should be numbered and stapled/ bound; loose papers & unnumbered documents will not be accepted.

K - FINANCIAL BID – (BOQ)

- a) The Financial Bid is to be uploaded on the e-Procurement Portal **ONLY** in the MS Excel file as per the prescribed format. **Financial bid should not be submitted physically along with the hardcopy of the Bid.**
- b) Bidder shall quote Lease Rent value for one year in the Financial bid. The bid amount for the Building shall not be less than minimum base annual Lease Rent value for the Building mentioned in the tender document and shall be exclusive of GST and all other applicable taxes, duties, cess, surcharges, levies, etc. GMVN will not entertain the financial bid submitted lower than the minimum base annual Lease Rent value mentioned in the tender document.

L - COST OF BIDDING

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. GMVN will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

M - RIGHT TO ACCEPT OR REJECT THE TENDER

- a) Notwithstanding anything contained in this document, GMVN reserves the right to

accept or reject any tender and to annul the Bidding Process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- b) GMVN reserves the right to reject any tender and appropriate the Bid Security if:
- I. At any time, a material misrepresentation is made or found, or
 - II. The Bidder does not provide, within the time specified by GMVN, the supplementary information sought by GMVN for evaluation of the Bid.

N - PREPARATION AND SUBMISSION OF BIDS

1- Format and Signing of Bid

The Bidder shall provide all the information sought under this document. GMVN will evaluate only those Bids that are received in the required Formats and complete in all respects. The Bid shall be signed by the authorized signatory of the Bidder who shall also initial each page. The Technical Bid shall comprise of formats of submission of bid along with all necessary documents, certificates, affidavits, declarations.

2- Scanning, uploading of online bids and Sealing/ Marking of Bids to be deposited in physical Form

The Bidder shall upload the scan copy of the Technical Bid in Format as prescribed on the e-Procurement Portal (Hardcopy of the Bid to be submitted to the concerned officer as mentioned in this document within the time prescribed in the tender document). In case of any discrepancy between scan copy of the Bid uploaded on e-Procurement Portal and hardcopy submitted by the Bidder, the scan copy will be considered as final and evaluated. Hence, the Bidders are advised that all the necessary documents, certificates, affidavits, declarations must be submitted in the scan copy of Bid and uploaded on the e-Procurement Portal.

O - BID DUE DATE

GMVN may, in its sole discretion, extend the Bid Due Date by issuing a corrigendum/Addendum uniformly for all Bidders on the website/s where the tender document has been published.

P - MODIFICATION/SUBSTITUTION/ WITHDRAWAL OF BID

The Bidder cannot modify the bid and No Bid shall be withdrawn by the Bidder on or after the Bid Due Date.

Q - CORRESPONDENCE WITH THE BIDDER

GMVN shall not entertain any correspondence with any Bidder (Lead Member in case of Consortium) in relation to acceptance or rejection of any Bid.

R - EVALUATION OF BIDS

i. Opening and Evaluation of Bids

- a. GMVN shall open the Bids at scheduled time and date as mentioned in this document at the head office of GMVN in the presence of the Bidders who choose to attend on prior notice.
- b. GMVN will subsequently examine and evaluate the Bids in accordance with the provisions set out in this document.
- c. While evaluating Bids, GMVN may, at its sole discretion, seek clarifications, shortcomings in writing from any Bidder regarding its Bid.

- d. Bidders who meet the Eligibility Criteria and conforms to other requirements of Technical Bid (as set forth in this document) shall be termed as “**Eligible Bidders**”.
 - e. Bidders who do not meet the Eligibility Criteria and conform to other requirements of Technical Bid (as set forth in this document) shall be termed as “**Ineligible Bidders**”. Financial Bids of Ineligible Bidders shall not be opened.
- ii. Selection of Bidder
- a) GMVN shall examine and compare the Financial Bids submitted by the ELIGIBLE BIDDERS, taking into account the following factors:
 - (i) Overall, completeness and compliance as per the instructions given in this Tender Document.
 - (ii) Conditional Bids are liable to be rejected.
 - b) The successful bidder shall be as per Uttarakhand Procurement Rules and E-procurement Rules issued by the government of Uttarakhand.
 - c) The Financial Proposals / Price Bids will be evaluated to determine the Bidder(s) who has quoted the highest rate as per following:
 - 1- **The Bidder who has quoted the highest rate for the entire scope of work as mentioned in the tender document shall be considered as the highest bidder (H1) and called for negotiation.**
 - 2- The highest bidder (H1) will be on the rate finalized after negotiation.
 - 3- In case where the highest value of the financial bid submitted by two or more bidders for the building are same, then the bidder having the highest value of average annual turnover in the last three financial year out of FY2020-21, FY2019-20 and FY2018-19, will be considered as successful bidder.
 - 4- Decision of MD, GMVN in this regard shall be final and binding on all the parties.
- iii. Contacts during bid evaluation (Important)

Bids shall be deemed to be under consideration immediately after they are opened and until such time GMVN makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, GMVN and or their employees/ representatives on matters related to the Bids under consideration.

iv. Price Reasonability

GMVN reserves the right to ask bidder's justification of offered prices to judge price reasonability.

S - PERFORMANCE SECURITY

- a. Performance Security equivalent to 5% of total contract value shall be deposited by the successful bidder in the form of FDR/BG (should be valid, irrevocable & unconditional) issued from scheduled bank in favour of Managing Director, Garhwal Mandal Vikas Nigam Limited payable at Dehradun within 3 days of acceptance of LOA by it & valid for a period of 60 days beyond the date of completion of all contractual obligation of the bidder in the format prescribed in the Tender Document.
- b. Performance Security will be released after the completion of successful term of

the agreement/contract.

- c. In case of consortium bidding, the lead member will provide performance security.
- d. Performance Security shall not carry any interest.
- e. In case of submission of false FDR/BG, penal action will be taken by MD, GMVN.

Note : Latest applicable G.O. of the State finance department will be considered to ascertain the amount required to be deposited for performance security.

T - RESOLUTION OF DISPUTES/ ARBITRATION

- a. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of the Contract Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- b. Any Dispute which is not resolved amicably by conciliation, shall be finally decided according to the provision of Uttarakhand Procurement Rules 2017 (as amended time to time). The venue of such arbitration shall be Dehradun (Uttarakhand).
- c. Bidder and GMVN agree that an Award may be enforced against the Bidder and/or GMVN, as the case may be, and their respective assets wherever situated.
- d. The Contract Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

U - PENALTIES

- a. If the Successful bidder (Lead Member in case of Consortium) fails/ delays in payment of Lease Rent for more than 3 months beyond the due date, then the agreement with the successful bidder can be cancelled at the discretion of MD, GMVN and performance security amount shall be forfeited/encashed by GMVN. GMVN will issue the Recovery Certificate (R.C.) for the recovery of outstanding Lease Rent amount (i.e. all dues payable till the date of issue of R.C. plus interest @1% per month as applicable on dues for delayed period) after adjustment of performance security amount and this amount shall be recovered from the Successful bidder as Land Revenue through the district administration or through any other means as per direction of MD, GMVN.
- b. In case there is any complaint arises against the successful bidder(Lead Member in case of Consortium) or successful bidder(Lead Member in case of Consortium) is not using the Building as per terms of the contract agreement, primarily reasonable amount of Penalty shall be levied at the discretion of Managing Director, GMVN depending upon the severity of complaint, after listening to both the parties. Penalty amount will be deducted from the Performance Security as non-refundable penalty. If the successful bidder(Lead Member in case of Consortium) keeps running the Building for the purpose, other than the purpose mentioned in the contract agreement, then GMVN has right to cancel the contract agreement after giving the notice of 15 days to the bidder or immediately as deem suitable by MD, GMVN and performance security amount shall be forfeited/encashed by GMVN immediately.
- c. If performance security is encashed/ operated by GMVN on account of any applicable recovery, then the bidder must restore the amount of performance security to the previous level within 7 days of the recovery, otherwise penalty will be imposed by GMVN.

V - PAYMENTS

- a. The Lease Rent amount along with applicable GST shall be paid by the Successful bidder (Lead Member in case of Consortium) to GMVN on yearly

basis in advance before signing of the contract agreement. Lease Rent for the subsequent period (2nd year onwards) shall be payable on quarterly basis and shall also be paid in advance on or before the 10th day of the starting of the next quarter of contract period.

- b. Successful bidder (Lead Member in case of Consortium) shall be liable to pay the interest @ 1% per month on the Lease Rent paid to GMVN beyond the due date on monthly basis.
- c. GST & other applicable taxes shall be paid extra by Successful bidder (Lead Member in case of Consortium) as applicable. The T.D.S. etc, as applicable, can be deducted by Successful bidder from the payment due to GMVN as per the prevailing government norms and the respective certificate shall be issued by the Successful bidder.
- d. The Bidder (Lead Member in case of Consortium) must submit GSTN Registration Certificate. In case of any changes/amendments in the rules of GST in future, the terms and conditions in force for the time being shall be fulfilled by the Bidder.
- e. Apart from above payments, if any other Government tax falls payable under any amended rules/ agreement, the payment will be made by the respective liable parties according to the laws.
- f. In case of any downward/ upward revision in price on account of statutory levies/ taxes, the same will be passed on to GMVN with immediate effect.

W - INTERPRETATION

In case of any confusion regarding interpretation of any term and condition, the interpretation done by MD, GMVN shall be final. MD, GMVN may form a committee or otherwise, may decide on the issue.

X - JURISDICTION

All disputes regarding the Bidding Process and subsequent execution of contract by the successful bidder shall be subject to jurisdiction of court in Dehradun.

Y - MISCELLANEOUS

- a. GMVN, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - i. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - ii. Consult with any Bidder in order to receive clarification or further information;
 - iii. Retain any information and/ or evidence submitted to GMVN by, on behalf of, and/ or in relation to any Bidder; and/ or
 - iv. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
 - v. To act in the interest of GMVN & take any action in this regard.
- b. It shall be deemed that by submitting the Bid, the Bidder agrees and releases

GMVN, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

- c. The Tender must be submitted in accordance with the Terms and Conditions.
- d. The conditional tenders will not be entertained.
- e. Bidders shall fill up the required information as per the prescribed tender Form. If any Bidder does not fill up the information properly, GMVN has a right to reject such Tenders.
- f. GMVN reserves the right to add/modify any Terms and Conditions of a draft agreement to be signed with the successful bidder during the bidding process.
- g. GMVN reserves right to verify facts shown by the bidder, by a team of Officers of GMVN.
- h. GMVN shall also be entitled to make recoveries from the successful bidder's bills, Security Deposit, or from any other amount payable to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- i. The Bidding Documents and all attached documents shall remain the property of GMVN and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. GMVN will not return any Bid or any information provided along therewith.
- j. The agreement cum lease deed between successful bidder and GMVN regarding supply, terms and conditions as given in tender document shall be executed on a non-judicial stamp paper of appropriate value as required by the Law before the starting of the work and shall be duly registered with the government authority. Cost of stamp duty as applicable shall be borne by the successful bidder.
- k. This agreement shall be effective from the date of signing for the period of five years. The Lease Rent will be started from the date of signing of agreement.
- l. No fitting out period will be allowed to the successful bidder.
- m. Both the parties can terminate the agreement after giving prior notice for 3 months. Security amount will be refunded to the successful bidder after the period of six months. All pending dues related to electricity, water, repairing and maintenance and others, if any, should be adjusted from the security/any other amount payable to the successful bidder. The successful bidder should submit no dues certificate from the Manager/appointed officers to GMVN to get the security released. No proportionate refund of Lease Rent will be payable to the successful bidder by GMVN, if agreement has terminated before the expiry of one year period.
- n. In case successful bidder cancel the agreement without giving prior notice of 3 months to GMVN as mentioned in the tender document, then no amount will be paid to the successful bidder and the amount of security/any credit will be forfeited by GMVN.
- o. All the issues which are not explicitly written in the General terms and condition shall be vested within the power of MD, GMVN.

- p. In case of any disputes, the decision of Managing Director GMVN will be final, without prejudice to the right of arbitration.

Z - FORCE MAJEURE

- a) "Force Majeure" shall mean any cause or event preventing performance of an obligation under this Bid or Contract Agreement under this Bid, which is beyond the reasonable control of either party (GMVN or Bidder) hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God such as earthquake, flood, landslides, spread of pandemic, etc.
- b) Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by Force Majeure events mentioned above.
- c) In the event of the Force-Majeure condition(s) continuing beyond a period of 3 months, either party shall have the option to cancel the Contract Agreement for the reason of any or all of the Force-Majeure condition(s) mentioned as above. Further, the Authority/GMVN shall not be liable to pay to the Bidder, any compensation towards financial implications arising due to Force Majeure events.
- d) As soon as practicable and in any case within 15 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the successful bidder shall notify other Parties of the same, setting out the details of such Force Majeure event.
- e) Upon the occurrence of any Force Majeure event, the following shall apply:
- The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure event.
 - GMVN shall not be liable to pay any charges to Bidder for the period for which the Force Majeure events persist.
 - Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their respective obligations and such resumption shall be given effect through a written notice of information sent to other party.
 - It is expressly agreed that Bidder's inability to do business or provide services to a third party at a more advantageous price or Bidder's economic hardship shall not constitute a force majeure event.
 - In case of force majeure/unforeseen situation, relaxations to the Bidder, if any, shall be provided as per State / central Government orders.

AA - CHANGE OF LAW

At any stage GMVN has all the rights to change any of the provision of any legal/verbal/implicit/explicit etc. agreement unsigned/signed between GMVN and the Bidder including RFP/ Tender Document, contract agreement etc. in the public interest or in the interest of GMVN. There shall not be any legal liability of GMVN in any case in this regard.

BB - AGREEMENT FOR CONTRACT

The successful bidders will have to make an agreement with GMVN Limited

on the terms mentioned in the bid document within the period specified in the tender document. In case the successful bidder refuses to sign the agreement, the EMD will be forfeited and the subject property may be given to second highest bidder as per the procedure mentioned in the tender document.

Bid Forms

Technical Bid Form-1: Letter of the Bid

Ref.

Dated:

Managing Director
Garhwal Mandal Vikas Nigam Limited
74/1, Rajpur Road, Dehradun – 248001 (Uttarakhand)

Sub:- Tender for Selection of Lessee for providing Building of GMVN situated at Noida on Lease Rent for Five Years

Dear Sir,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred as the “**Bidder**”), and having reviewed and fully understood all of the eligibility requirements and information provided, the undersigned hereby expresses its interest and apply for eligibility for the Project mentioned in subject line.

We are enclosing our Bid with the details as per the requirements of the Tender Document, for your evaluation.

The undersigned hereby also declares that the statements made, and the information provided in the Bid are complete, true and correct in every detail.

We confirm that our Bid is valid for a period of 120 days from the due/last date of submission of Bid (Bid Due Date) and our Technical Bid and Financial Bid are unconditional.

We hereby also confirm the following:

1. The Bid is being submitted by -----(mention name of the Bidder/names of all member of Consortium) in accordance with the conditions stipulated in the Tender Document.
2. We have examined in detail and have understood the terms and conditions stipulated in the Tender document issued by Garhwal Mandal Vikas Nigam Limited (“**Authority**” or “**GMVN**”) and in any subsequent communication sent by it. We further confirm that we have examined and have no reservations to the Tender document, including Addendum/ issued vide dated..... We understand that the Addendum shall form an integral part of the Tender document.
3. We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the bid, including legal due diligence, Service Provider's obligation to perform the Project and on the basis of its independent satisfaction hereby agree to undertake the Project in accordance with the terms and conditions of this Tender document.
4. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the Tender document or in any of the subsequent communications from Authority.
5. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Tender document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
6. We agree to submit Bank Guarantee/FDR/CDR for a sum of Rs. ----- as Performance Security on being identified as Bidder as per terms and conditions of

Tender document.

7. In the event of our Bid being accepted, we agree to enter into the Contract Agreement within the stipulated period of 10 days from the date of issue of LOA with the Authority for exclusive implementation, incorporating the conditions of the Bid including the Draft Contract Agreement thereto annexed and written acceptance thereof.
8. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Bid and as applicable for implementation of the Project in the event that we are finally.
9. Our Financial Bid is exclusive of GST and all other applicable taxes, duties, cess, surcharges, levies, etc.
10. We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 120 days from the Bid Due Date.

Thanking You,

Yours faithfully,

For and on behalf of : ----- (Name and seal of the Bidder/Lead Member of Consortium)

Signature : ----- (Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder :-----

Date :-----

Place :-----

Technical Bid Form-2: Details of the Bidder
(to be filled by the Bidder/separately by all members of the Consortium)

1	Name of Bidder	
2	Legal Status of Bidder	
3	Date of Incorporation/Registration	
4	Head Office Address of Bidder	
5	Local Office Address of Bidder (if existing)	
6	Brief Description of Bidder's Organisation a) Ownership Structure b) Background of Promoters c) Management Structure	
7	Particulars of Authorised Signatory (Communication will be send on this address/ email id/ mobile number only)	Name: Designation: Address: Telephone: Fax: E-mail:
8	Bank Details of Bidder	Name of Account Holder: Account No: Account Type: Bank's Name: Branch: IFSC Code:
9	PAN	
10	GST registration number	

Note:

- a) Bidder shall also submit certified copy of certificate of registration/ incorporation as applicable to legal status of the Bidder and other details viz. GST registration number and PAN number duly signed by Authorised Signatory with Bidder's seal.
- b) Copy of bank statement for last 3 years (certified by Bank) preceding to the Bid Due Date in case the Bidder is a proprietorship firm.

For and on behalf of : ----- (Name and seal of Bidder)
Signature : -----(Authorised Signatory)
Name of the Person : -----
Designation : -----
Seal of the Bidder : -----
Date : -----
Place : -----

Technical Bid Form-3: Power of Attorney for Signing Authority

(to be submitted by the Bidder / all members of the Consortium in favour of Lead Member (except cases where Individual bidder himself signed the bid) on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp Duty (not less than Rs.100/-))

Know all men by these presents, We ----- (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), ----- who is presently employed with us, -----, name of Bidder, and holding the position of -----, as our true and lawful attorney (hereinafter referred as the “**Authorised Signatory**”) 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 Bid for "**Selection of Lessee for providing Building of GMVN situated at Noida on Lease Rent for Five Years** (“**Project**”) issued by Garhwal Mandal Vikas Nigam Limited ("**Authority**" OR "**GMVN**") including but not limited to signing and submission of all Bids, Bids and other documents and writings, providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into the Contract Agreement with the Authority.

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 Authorised Signatory 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 Authorised Signatory 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 PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ----- DAY OF -----, 2022

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

(Signature)

(Name, Title and Address of the Authorised Signatory)

Notes:

- 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 executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder 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 Bidder.

Technical Bid Form-4: Affidavit for No Blacklisting

(to be submitted by the Bidder/separately by all members of the Consortium on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp Duty (not less than Rs.100/-) and duly attested by Notary Public)

We hereby declare that presently the ----- (name of the Bidder), at the time of bidding:

- a) is competent to get into a contract as per the provisions of Indian Contract Act, 1872.
- b) possesses the necessary professional, technical, financial and managerial resources and competence required by the TENDER document issued by Garhwal Mandal Vikas Nigam Limited (the “**Authority**” OR “**GMVN**”).
- c) has fulfilled its obligations to pay such of the taxes payable to Government of India and the State Government or any local authority as specified in the TENDER document.
- d) is having unblemished record and is not declared illegible for corrupt & fraudulent practices and is not barred either indefinitely or for a particular period of time by any State/ Central Government/ Union Territory (UT)/ Public Sector Undertaking (PSU).
- e) is not barred under the provisions of Uttarakhand Procurement Rules, 2017 from participating in Bidding Process.
- f) does not have any previous transgressions with any entity in India or any other country during the last 5 years.
- g) does not have any debarment by any other procuring entity.
- h) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
- i) does not have, and our directors/officers/office bearers (*wherever applicable*) not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of 5 years preceding to the Bid Due Date, or not have been otherwise disqualified pursuant to debarment proceedings.
- j) does not have a conflict of interest as mentioned in the Tender Document which materially affect the fair competition.
- k) will comply with the code of integrity as specified in the Tender document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoUK, our Bid Security/ Performance Security may be forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,

For and on behalf of Signature : -----(name and seal of the Bidder)
: -----(Authorised Signatory)
Name of the Person : -----
Designation : -----
Seal of the Bidder : -----
Date : -----
Place : -----

Technical Bid Form-5: Anti-Collusion Certificate

(to be submitted by the Bidder/ Lead Member of the Consortium)

We hereby certify and confirm that in the preparation and submission of this Bid in response to the TENDER issued by Garhwal Mandal Vikas Nigam Limited, Jaipur (the "**Authority**" OR "**GMVN**") for "**Tender for Selection of Lessee for providing Building of GMVN situated at Noida on Lease Rent for Five Years**" (the "**Project**") 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.

We further confirm that we have not offered nor paid nor shall offer nor pay, directly or indirectly, any illegal gratifications, in cash or kind, to any person or agency in connection with the Bid.

Date this.....Day of2022

For and on behalf of : -----(name and seal of the Bidder)
Signature : -----(Authorised Signatory)
Name of the Person : -----
Designation : -----
Seal of the Bidder : -----
Date : -----
Place : -----

Technical Bid Form-6: Project Undertaking

(to be submitted by the Bidder/Lead Member of the Consortium)

Ref.

Dated:

Managing Director
Garhwal Mandal Vikas Nigam Limited
74/1, Rajpur Road, Dehradun – 248001 (Uttarakhand)

Sub:- Tender for Selection of Lessee for providing Building of GMVN situated at Noida on Lease Rent for Five Years

We have read and understood the Tender for the project mentioned in the above subject line, issued by Garhwal Mandal Vikas Nigam Limited “**Authority**” OR “**GMVN**”). We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the TENDER document including the Draft Contract Agreement.

For and on behalf of : -----(name and seal of the Bidder)
Signature : -----(Authorised Signatory)
Name of the Person : -----
Designation : -----
Seal of the Bidder : -----
Date : -----
Place : -----

Technical Bid Form-7: Financial Eligibility

(Certificate from statutory auditor/Practicing Chartered Accountant on its Letterhead)

(to be submitted by the Bidder/ Separately by All Members of the Consortium)

Net worth		Annual Turnover	
As on	Amount (Rs.)	Financial Year	Amount (Rs.)
March 31, 2021		FY 2018-19	
		FY 2019-20	
		FY 2020-21	
		Average Turnover of three years	
This is to certify that the information contained above are correct as per the audited/ certified financial accounts of the Bidder.			
Date:		(Signature, Name, Designation, Membership Number of the CA/Authorised Signatory of CA Firm) Name and Seal of CA/CA Firm UDIN.....	
Place:			

Note:-

- a) The above Form shall be filled and certified by the statutory auditor of the Bidder on its letter head. In case Bidder does not have a statutory auditor, it shall provide the certificate from practising chartered accountant along with the certified copy of the annual accounts (including Balance sheet & P/L Account).
- b) Bidder must submit certified copy of Income tax return acknowledgement downloaded from the Income tax Portal with the bid.

Technical Bid Form-8: Affidavit of No Dues towards Government Taxes

[on non-judicial stamp paper of requisite value as per applicable stamp act and duly attested by Notary Public (to be submitted by the Bidder/ Separately by All Members of the Consortium on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp Duty (not less than Rs.100/-))]

Ref.

Dated:

Managing Director
Garhwal Mandal Vikas Nigam Limited
74/1, Rajpur Road, Dehradun – 248001 (Uttarakhand)
Phone: 0135-2746817, 2749308

Sub:- Affidavit of No Dues towards Government taxes

We..... (name and address of Bidder) hereby undertake that there no pending tax liability towards any tax authorities in India (e.g. Income Tax Department, GST, Custom, etc.) as on (mention date).

PAN Card No.	
GST No. (if applicable)	

If this affidavit/undertaking is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoUK, our Bid Security/ Performance Security may be forfeited in full and our Bid, to the extent accepted, may be cancelled.

Thanking You,

For and on behalf of : -----(name of the Bidder)
Signature : -----(Authorised Signatory)
Name of the Person :-----
Designation :-----
Seal of the Bidder :-----
Date :-----
Place :-----

Technical Bid Form-9: Board Resolution for Bidders (applicable only in case the Bidder/s is/are Company/ies)

(Format for Lead Member)

“RESOLVED THAT approval of Board be and is hereby granted to join Consortium with -----
----- (name and address of the consortium members) for joint submission of bids to Garhwal Mandal Vikas Nigam Limited (GMVN) for **Tender for Selection of Lessee for providing Building of GMVN situated at Noida on Lease Rent for Five Years** (the “Project”)”

“RESOLVED FURTHER THAT the “Draft Memorandum of Understanding” (MoU) to be entered into with the consortium partners (a copy whereof duly initialized by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. -----(name), ----- (designation) be and is hereby authorized to enter into an MoU, on behalf of the ----- (name of Lead Member), with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a power of attorney in favour of (name of Lead Member) as the Lead Member”

(Format for Other Member)

“RESOLVED THAT approval of Board be and is hereby granted to join Consortium with -----
----- (name and address of the Lead member) for joint submission of bids to Garhwal Mandal Vikas Nigam Limited (GMVN) for **Tender for Selection of Lessee for providing Building of GMVN situated at Noida on Lease Rent for Five Years** (the “Project”)”

“RESOLVED FURTHER THAT the “Draft Memorandum of Understanding” (MoU) to be entered into with the consortium partners (a copy whereof duly initialized by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. ----- (name), ----- (designation) be and is hereby authorized to enter into an MoU with the Consortium members and execute a power of attorney in favour of the ----- (name of Lead Member) as the Lead Member”

Technical Bid Form- 10: Memorandum of Understanding (MOU) in case of Consortium

(on non-judicial stamp paper of requisite value as per applicable stamp act (not less than Rs.100/-) and duly attested by Notary Public)

This Memorandum of Understanding (MOU) entered into thisday of2022 at among M/s (hereinafter referred to as".....") and having registered office atas the **Lead Member** and M/s (hereinafter referred to as"") and having registered office at as the other member-1 and M/s (hereinafter referred to as"") and having registered office at as the other member-2 and M/s (hereinafter referred to as"") and having registered office at as the other member-3.

The expressions of (name of **Lead Member**) and (name of other members) (which expression shall unless repugnant to the context or meaning thereof mean and indicate its successors and assignees) shall collectively be referred to as "**Consortium**" and individually as "the Member" Whereas the Garhwal Mandal Vikas Nigam Limited (GMVN) has issued Request for Proposal for (*name of Project*) (the "**Project**")".

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE MEMBERS AGREED AND DECLARED AS FOLLOWS:

That the Members shall jointly submit the Bid for implementation of the said Project as per the terms & conditions, specifications and other obligations as mentioned in the Tender document issued by GMVN. M/s -----(name of lead member) shall be the Lead Member of the consortium for all intents and purpose and shall:

be authorized for all or any of the acts, deeds or things necessary or incidental for submission of the Proposal/Bid, responding to queries and submission of information/ documents, execute and implement (in case the project awarded) the Project as per the terms & conditions, specifications and other obligations as per the Contract Agreement with the Authority with regard to the same on behalf of the consortium and represent the Consortium in its dealing with the Authority and receive instructions for and on behalf of any or all Members of Consortium.

In case the Project is awarded, all members of the consortium shall be jointly and severally liable for the execution and due performance of the contract with GMVN in accordance with the contract terms. All members of the consortium shall be bound by all acts, representations, deeds and things of the lead member with respect to this Tender.

Roles and Responsibilities of Members of Consortium:

Member	Responsibility in Implementation of the Project
Lead Member	
Other Member-1	
Other Member-2	
Other Member-3	

All members of the Consortium hereby confirm to carry their respective responsibilities as mentioned in this MoU. Any change in composition of Consortium of a Bidder shall not be permitted during any stage of the Bidding Process and thereafter uptill commissioning/ installation of the Project in case the Project is awarded.

In case a Project is awarded to a Consortium Bidder, then Lead Member of the Consortium shall be required to submit Performance Security as per the terms of Tender Document and Contract Agreement. All invoices shall be submitted by Lead Member to GMVN and GMVN shall release the payment to Lead Member only. Distribution of payment among all members of consortium shall be our responsibility and GMVN has no liability towards sharing/distribution of payments.

This MoU shall be governed in accordance with the laws of India and Indian courts shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein. That this MOU shall remain valid for the period of validity of the Bid submitted by the Consortium Bidder and in case successful, till due performance of the Contract with the Authority for the said Project. In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MOU to be duly executed on the date and year above mentioned.

Signed by Authorised Signatory of:

Lead Member: (Name & Designation) Witness:

- 1.
- 2.

Other Member-1: (Name & Designation) 1.

- 2.

Other Member-2: (Name & Designation) 1.

- 2.

Other Member-3: (Name & Designation) 1.

- 2.

Financial Bid Form (BOQ)

(In the MS Excel format available at www.uktenders.gov.in)
(Please note that the financial bid should not be submitted physically)

CHECK LIST OF DOCUMENTS

Sl	Particulars of document	Technical Bid	To be scanned and uploaded along with the online bid	Reference	Tick the item
1	Tender Fees	Yes	Yes	Copy of Banker's Cheque/ Demand Draft	
2	Earnest money (EMD) fee	Yes	Yes	Copy of Banker's Cheque/ Demand Draft/ FDR/ CDR	
3	Technical bid document as per tender document	Yes	Yes	Technical Bid forms specified in the Tender document (as applicable)	
4	Financial bid (BOQ)	No	Yes	In the form of Spread sheet/ excel file online only	
5	Proof of business establishment	Yes	Yes	Registration Copy	
6	Documentary Evidence for Business Activity undertaken	Yes	Yes	Copy of Work order, Experience/ completion certificates	
7	Proof of turnover (ITR)	Yes	Yes	Income Tax Return Acknowledgements for last three years for FY2018-19, FY2019-20 and FY2020-21.	
8	Proof of turnover (Certified annual accounts)	Yes	Yes	Certified financials (Balance sheet and Profit & Loss account) for last three years FY2018-19, FY2019-20 and FY2020-21.	
9	Copy of PAN	Yes	Yes	Please give the PAN of the applying firm	
10	Copy of GST registration	Yes	Yes	Issued by GST department	
11	Copy of Electricity/ water bill / Voter id card/ Driving License/ Aadhar card as proof of identity and address (In case where Bidder is Individual person/ proprietorship firm)	Yes	Yes	Copy of any document as proof of identity and address	
12	Copy of Tender Document sealed and signed by Authorised Signatory of Bidder	Yes	Yes	PDF Format	

Draft Contract Agreement cum Lease Deed

This Agreement cum Lease Deed is executed on this the day of 2022 at Dehradun (Uttarakhand)

BY AND BETWEEN

Garhwal Mandal Vikas Nigam Limited, a Govt. of Uttarakhand Enterprise, 74/1, Rajpur Road, Dehradun – 248001 (Uttarakhand) (hereinafter referred to as “the **Authority**” or “**GMVN**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **First Part**;

AND

M/s (*name of address of the Selected Bidder or names of members of Consortium*) (hereinafter referred to as the “**Selected Bidder**” or “**Service Provider**”), which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **Second Part**.

Each of the parties of the **First** and **Second** Part are hereinafter, as the context may admit or require, individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. Garhwal Mandal Vikas Nigam Limited (“**GMVN**”) decided to procure services from **Lessee for providing Building of GMVN situated at Noida on Lease Rent for the period of Five Years (“Contract Period”)** through a private sector supplier to be through transparent competitive bidding process [collectively referred as the “**Tender**”].
- B. For this, GMVN had invited bids for selection of a Bidder through single stage two-part competitive transparent bidding process for the Project through Tender No. dated.....
- C. After evaluation of Bids received in response of the Tender, the Authority accepted the bid of the Bidder and issued Letter of Award (LoA) vide its letter no. ----- (hereinafter called as the “**LOA**”) to the Bidder, requiring, inter alia, the Bidder to submit Performance Security within 10 days of issuance of LOA.
- D. Following the issue of the LOA, the Service Provider having furnished Performance Security for an amount of Rs.; the Authority has agreed for procuring supply of Services by the Bidder on the terms, conditions and covenants hereinafter set forth in this Contract Agreement.
- E. The Bidder acknowledges and confirms that it has undertaken its obligations to undertake the tender etc., and on the basis of its independent satisfaction hereby agrees to supply of Services in accordance with the terms & conditions of the Contract Agreement.
- F. This Contract agreement shall be valid for a period of from the date of signing. The following documents attached hereto shall be an integral part of this Contract Agreement:
 - a) Financial Bid Submitted by Bidder
 - b) Performance Security Submitted by Bidder
 - c) Tender Document

d) Pre-bid Minutes, if any

The Bidder shall carry out its Scope of Work in accordance with provision of the Contract Agreement forming the documents mentioned hereinabove.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and Behalf of
Garhwal Mandal Vikas Nigam Limited

For and Behalf of
Entity name of Selected Bidder (Lead Member of the Consortium)

Managing Director/General Manager

Authorised Signatory name, title and signature

1) Witness

2) Witness

For and Behalf of
Entity name of Selected Bidder (Member – 1 of the Consortium)

For and Behalf of
Entity name of Selected Bidder (Member – 2 of the Consortium)

Authorised Signatory name, title and signature

3)

Authorised Signatory name, title and signature

4)

For and Behalf of
Entity name of Selected Bidder (Member – 3 of the Consortium)

Authorised Signatory name, title and signature

5)

Performa of Performance Security

{On non-judicial stamp paper worth..... (Adequate value as per the applicable laws of Govt. of Uttarakhand)}

Managing Director

Garhwal Mandal Vikas Nigam Limited

74/1, Rajpur Road, Dehradun – 248001 (Uttarakhand)

Phone: 0135-2746817, 2749308

Sub:- Tender for Selection of Lessee for providing Building of GMVN situated at Noida on Lease Rent for Five Years

Ref.: (LoA / Agreement No ----- Dated -----)

Date:

Bank Guarantee No.....

This deed of Guarantee is made this day of of the year between the **Managing Director, Garhwal Mandal Vikas Nigam Limited**, 74/1, Rajpur Road, Dehradun – 248001, Uttarakhand (which expression shall unless excluded by or repugnant to the context includes his successors and assignees) of the one part and the..... (Name of issuing Bank), having its head office..... hereinafter called “The Bank” (which expression shall unless excluded by or repugnant to the context includes his successors and assignees) of the other part

1. In accordance with the Agreement No. between **Garhwal Mandal Vikas Nigam Limited** (hereinafter referred to as the “GMVN”) for the work of "**Tender for Selection of Lessee for providing Building of GMVN situated at Noida on Lease Rent for Five Years**", with M/s (Name of Bidder / Name of Lead Member in case of Consortium)..... address(hereinafter referred to as “Agency”), a Bank Guarantee for a sum of Rs valid for a period of from....., as required to be furnished by the Agency, we the(Name of the Bank) (hereinafter referred to as “The Bank”) do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by GMVN, an amount not exceeding Rs. ----- Only to GMVN without any reservation. The guarantee would remain valid up to (date) and if any further extension to this is required, the same will be extended as and when required by GMVN.
2. We, the (name of the Bank) do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from GMVN stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by GMVN by reason of any breach of any of the terms of conditions of the said Agreement by the Agency. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We, the (name of the Bank) undertake to pay to GMVN any money so demanded notwithstanding any dispute or disputes raised by the Agency in any suit or proceeding instituted/ pending before any court of tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under

and the Agency shall have no claim against us for making such payment.

4. We, the (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of days and it shall continue to be so enforceable till all the dues of GMVN under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till GMVN certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (Date 3 months after the expiry of Bank Guarantee), we shall be discharged from all liability under this guarantee thereafter.
5. We, the (name of the Bank) further agree with GMVN that GMVN shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency from time to time or to postpone for any times or from time to time only of the powers exercisable by GMVN against the Agency and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Agency or for any forbearance act or omission on the part of GMVN or any indulgence by GMVN to the said Agency or by any such matter or thing what-so-ever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. The decision of the Managing Director, GMVN or any other officer exercising the power of the Managing Director, GMVN shall be final in respect of this bank guarantee.
7. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Agency.
8. All disputes arising under the said guarantee, between the Bank and GMVN or between the Agency and GMVN pertaining to the guarantee, shall be subject to the jurisdiction of court of the State of Uttarakhand only.

Notwithstanding anything contained herein:-

1. Our liability under this bank guarantee shall not exceed(Value in figures).....(Value in words)
2. This bank guarantee shall be valid up to(Validity date)
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if we receive a written claim or demand on or before(Validity / claim period)

We, the (name of the Bank) lastly undertake not to revoke this guarantee during its subsistence except with the previous consent of the Managing Director, GMVN in writing.

Dated, the day of 2022

For

(Name of the Bank)

(Name and Signature of the Authorised Signatory of the bank)

Witness:

- 1.
- 2.