

No. 1020/2-8-442/2019-20

Dated 19th August 2020

Subject: Invites as per Uttarakhand Procurement Rules, 2017 proposals for Designing, Conceptualizing, Construction and Maintenance of Uttarakhand Tourism Pavilion at Domestic / National Travel Marts.

Tender Schedule

Date of downloading RFP document	From 2:00 PM on 20.08.2020
Pre-Proposal meeting	At 2:30 PM on 27.08.2020
Last date for seeking clarification, if any	Upto 2:00 PM on 31.08.2020
Start and time for uploading of proposals in e-Procurement platform	Upto 5:00 PM on 09.09.2020
Last date and time for uploading of proposals in e-Procurement platform	Upto 2:00 PM on 16.09.2020
Time and date for opening of Technical Proposals	at 2:30 PM on 16.09.2020
Date of Presentation	To be intimated later.
Time and date for opening of Financial Proposals	To be intimated later.
Place for Opening of Proposals and Address for communication	Uttarakhand Tourism Development Board Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun – 248 003

I. Instructions to Bidders (ITB)

1. Uttarakhand Tourism Development Board (UTDB) invites proposals through e-procurement portal for providing services during the captioned events following Uttarakhand Procurement Rules, 2017 as per details given in this document.
2. Detailed Scope of Work / Services are given before commencement of Annexures Section.
3. Selection Criteria:
 - A) Eligibility Criteria:
 - (i) Should be a legal entity as per Indian Law.
 - (ii) At least 2 years' experience in relative field is necessary.
 - (iii) Should have GST registration.
 - (iv) A Power of Attorney for signing of proposal needs to be furnished in favour of the Authorized Signatory as per format provided in Annexure - 8.
 - (v) Affidavit as per format provided in Annexure – 10.
 - (vi) The Service Provider should not have been black listed as on the last date of proposal submission by any Ministry / Department / under taking of Government of India or any State or Union Territory Administration.
 - (vii) The company must either be exclusively an agency doing such assignments or a company having exclusive defined division within the company which handles such assignments.

- (viii) No consortium / Joint Venture shall be considered.
- (ix) Copies of Articles of Associations (in case of registered firm). Bye laws and certificate of registration (in case of registered cooperative societies). Partnership deed (in case of partnership firm) should be submitted along with the technical proposal

B) Post Qualification Criteria:

- (i) Should have achieved an Average annual turnover during the Financial Years 2016-17, 2017-18 & 2018-19 of not less than Rs. 1 crore (one crore only).

(The Financial turnover is the total financial turnover of the bidding company / organization / Service Provider 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.)

- (ii) 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 Turnover and Past Performance.

- 4. The Service Providers should submit along with the proposal, all relevant documents to establish their eligibility and also for meeting post-qualification criteria.
- 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. 5,900 (Rs. 5,000 + GST 18%) to be paid online as per details given under ITB Clause No. 15 (x)

7. Earnest Money:

- (i) Earnest Money for an amount of Rs. 2,00,000/= to be paid online as per details given under ITB Clause No. 15 (x).
- (ii) The Earnest Money shall be returned to unsuccessful Service Providers within a period of thirty (30) days from the date of announcement of the Successful Service Provider. The Earnest Money submitted by the Successful Service Provider shall be released upon furnishing of the Performance Security.
- (iii) The Successful Service Provider's Earnest Money will be returned, without any interest, upon the signing of the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- (iv) The Earnest Money shall be forfeited 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 UTDB.
- (v) Proposals of lesser value shall be summarily rejected as non-responsive.
- (vi) The bidders (enterprises) complying with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20th August 2019 are exempted from payment of Tender Fee and Earnest Money Deposit (EMD).

8. Proposal Preparation Cost:

The Bidder shall be responsible for all the costs associated with the preparation of its proposal and its participation in the bidding process. UTDB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

9. Clarifications:
Bidders requiring any clarification on the tender document through e-mail to publicityutdb@gmail.com with CC to procurement.utdb@gmail.com prior to the time and date given in the Tender Schedule (Page – 1).
10. Amendment of RFP Document:
- (i) At any time prior to the proposal due date, UTDB may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Proposal Document through Addendum / Corrigendum which will be posted on the website: www.uktenders.gov.in only.
 - (ii) In order to afford Bidders reasonable time in which to take an Addendum into account, or for any other reason, UTDB may, at its own discretion, extend the proposal due date.
11. Validity of Proposal:
- (i) The Proposal shall be valid for not less than 120 (One hundred and Twenty) days from the last date for Proposal submission (but excluding the day of Proposal submission). Proposals of lesser validity shall be summarily rejected as non-responsive.
 - (ii) Prior to expiry of the original Proposal Validity Period, UTDB may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Proposal Security. The Proposal of any bidder refusing to extend the Proposal Security shall be returned and shall not be included in the further proposal process. A Bidder agreeing to the request of extending the Proposal Security will not be allowed to modify its Proposal, but would be required to extend the validity of its Proposal Security for the period of extension.
12. Pre-Proposal Meeting:
- (i) To clarify and discuss issues with respect to the work and the proposal, a Pre-Proposal meeting will be held on the date, time and place indicated in the Tender Schedule given on Page no. 1 of this document, subject to required permissions on account of situation arising out of COVID 19. In addition, participation through **Video Conference (VC)** will also be facilitated, details for which will be shared on request. Attendance of the bidders at the Pre-Proposal meeting is not mandatory. **But it is highly recommended to attend for understanding the provisions of RFP and Selection process.**
 - (ii) During the course of Pre-Proposal conferences, the Service Providers will be free to seek clarifications and make suggestions for consideration of UTDB. UTDB shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.
13. Bidders may note that UTDB will not entertain any deviations to the proposal Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the proposal Document with all its contents including the Contract. Any conditional Proposal shall be regarded as non-responsive and shall be rejected.
14. No interpretation, revision, or other communication from UTDB regarding this solicitation is valid unless posted on website: www.uktenders.gov.in.
15. Format and Submission of Proposal:
- i) Service Providers would provide all the information as per this proposal and in the specified formats. UTDB reserves the right to reject any proposal that is not in the specified formats.
 - ii) The proposal should be submitted in two Folders as provided in the e-portal – Technical and Financial Proposals.
 - iii) Covering Letter as per format given in Annexure – 2
 - iv) Technical proposal folder should include:

All the documents required as per this RFP except Financial Proposal.
No financial information like price should be given in the Technical proposal, in which case the proposal shall be summarily rejected.

- v) Financial proposal folder:
As per BoQ in the financial folder.
- vi) The Service Provider shall prepare and submit online through website: www.uktenders.gov.in scanned copies of original documents comprising the proposal as described above.
- vii) Proposals should be submitted / uploaded on the website: www.uktenders.gov.in only.
Submission of Proposals through any other mode is not acceptable and shall be rejected.
UTDB, at its sole discretion, may extend the last date for proposal submission proposal submission by issuing an Addendum on the website: www.uktenders.gov.in only.
- viii) **Late Proposals:** It may be noted that the e-portal will not accept any proposal after the specified due time as per its server clock.
- ix) The Service Provider is expected to examine all instructions, forms, terms, and specifications in the tender document. Failure to furnish all information required by the bidding documents or submission of a proposal not substantially responsive to the tender document in every respect will be at the Service Provider's risk and may result in rejection of its proposal.
- x) The **Tender fee and Earnest Money** should be remitted through **net banking**. The details are:
- (a) Beneficiary name – CEO Uttarakhand Tourism Development Board Dehradun
 - (b) Bank's name – Allahabad Bank
 - (c) Account Number - 50517934250
 - (d) Branch – Nimbuwala, Garhi Cantt
 - (e) Address – Nimbuwala, Garhi Cantt, Dehradun
 - (f) IFSC – ALLA0213398
 - (g) GST No. – 05AAALU0031F1ZK
 - (h) PAN – AAALU0031F
- xi) The **(a) Original Power of Attorney** (as per format) **and (b) Original Affidavit** (as per format) shall be sent by registered post / speed post / courier to Publicity Section of UTDB, Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun, within three (3) working days following Technical Proposal opening. The Proposal Inviting Authority shall not be held liable for any delays in the receipt of these documents. Scanned copies of these documents should also be uploaded as part of Technical Proposal. **In case these original documents are not received within the stipulated time or scanned copy not uploaded in the Technical Folder, the proposal shall be summarily rejected. No other original documents are required at this stage.**
- 16 Modification and Withdrawal of Proposals:
- (i) The Bidder may modify or withdraw its Proposal on e-portal before the Proposal Due Date and time. However, no Proposal can be modified or withdrawn thereafter.
 - (ii) Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Proposal Security.
- 17 UTDB reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by UTDB in respect of such Proposals.
- 18 Conditional Proposal shall not be considered. Any Proposal found to contain conditions attached, shall be rejected.

19 Proposal Opening:

- (i) Bidders' representatives who choose to be present may attend the Proposal opening.
- (ii) If the office happens to be closed on pre-proposal meeting or proposal opening day, same stands postponed to the next working day without any change in time or venue. **However, there will be no change in Proposal submission date on e-portal, unless it is also extended.**

20 Confidentiality :

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

21 Clarifications :

- (i) To assist in the process of evaluation of proposals, UTDB may, at its sole discretion, ask any Bidder for clarification including additional information and documents. In case of any additional documents, same can be accepted only if they are of historical nature i.e., either the documents or facts in the documents should have existed prior to 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 fax.
- (ii) UTDB reserves the right to independently verify by a team of Officers of UTDB or independently facts and figures provided in the documents submitted by the bidders; in addition to right to disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- (iii) Bidders shall fill up the required information as per the prescribed Proposal form. If any Bidder does not fill up the information properly, UTDB has a right to reject such Proposals.

22 Proposal Evaluation:

- (i) To assist in the examination, evaluation and comparison of Proposals, UTDB may utilise the services of Consultant/s or Advisor/s.
- (ii) Evaluation of Proposals will be done in two stages – first of Technical Proposal as per Technical Evaluation Criteria given below. Thereafter, the Financial Proposals of bidders, who score the minimum qualifying marks shall be opened.
- (iii) The Employer will evaluate and compare the proposals, which have been determined to be substantially responsive.
- (iv) The bidder who quotes lowest lump sum amount (for evaluation purpose only, though payments shall be made for actual work / services rendered) shall be declared as successful bidder
- (v) In case more than one bidder has quoted same amount, the bidder having higher / highest cumulative contracts' value during Financial Years 2016-17, 2017-18 & 2018-19 will be declared as successful bidder.
- (vi) In case of discrepancy / mismatch between figures and words, amount in the words shall be considered for evaluation; and, for successful bidder, for Award of Contract. In case of discrepancy / mismatch between unit rate and total amount, unit rate will be considered and arithmetical correction will be done.
- (vii) A Proposal submitted with an adjustable price will be treated as non-responsive and rejected.

- (viii) Proposals shall be deemed to be under consideration immediately after they are opened and until such time UTDB makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting UTDB and or their employees/ representatives on matters related to the Proposals under consideration by any means.
- (ix) With regard to interpretation of provisions in this document and bidders' responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all bidders
- (x) The bidder may be asked to develop a **3D-model of the structural design** of the pavilion to establish their capability before the designated Committee of UTDB.
- (xi) Further applicable Financial Evaluation and subsequent purchase preference may be considered for the bidders (enterprises) eligible under the provisions of Uttarakhand Government Order (GO) of Finance Department No. 195/XXVII (7)32/2007 TC/2019 dated 12th July 2019.

23 UTDB's Right to Accept or Reject Proposal:

- (i) UTDB reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Work, without liability or any obligation for such acceptance, rejection or annulment.
- (ii) UTDB reserves the right to reject any Proposal including that of the Preferred bidder if:
 - (a) at any time, a material misrepresentation is made or uncovered; If a fraud or fraudulent practice adopted by any bidder is established, the bidder may be blacklisted and /or appropriate legal proceedings may be initiated against such bidder as per the prevailing laws, OR
 - (b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.
- (iii) If such disqualification/ rejection occur after the Financial Proposals have been opened and the highest ranked Bidder gets disqualified / rejected, then UTDB reserves the right to:
 - (a) either invite the next ranked Service Provider to match the Financial Proposal submitted by the Successful Bidder; OR
 - (b) take any such measure as may be deemed fit in the sole discretion of UTDB, including annulment of the bidding process.

24 Notifications:

- (i) Upon acceptance of the Financial Proposal of the Preferred Service Provider with or without negotiations, UTDB shall declare the Preferred Service Provider as Successful Service Provider.
- (ii) UTDB will notify the Successful Service Provider by facsimile or e-mail and by a letter (Speed Post / Registered Post) that its Proposal has been accepted.
- (iii) The Notification of Award (NOA) will constitute formation of the Contract.

25 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 bidder.

26 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.

- 27 Execution of Contract:
- (i) The Successful Service Provider shall execute the Contract within two (2) weeks of the issue of LOA or such time as indicated by UTDB.
 - (ii) UTDB will promptly notify other Service Providers that their Proposals have been unsuccessful.
28. Performance Security:
- (i) Before signing of the Contract, the Successful Service Provider shall furnish Performance Security for an amount not less than 10% of the financial proposal or Rs. 10 lakhs, whichever is higher by way of DD or Banker's cheque payable in favour of "Chief Executive Officer, UTDB" at Dehradun or an irrevocable Bank Guarantee (Annexure 4) issued by a scheduled bank located in India in favour of UTDB with validity for 60 (sixty) days beyond the performance of the Contract:
 - (ii) The Performance security shall be forfeited and en-cashed in the following cases:
 - (a) If the Successful Service Provider withdraws midway during the work completion.
 - (b) Any other act or acts of the successful Service Provider which renders the work un-operational and UTDB establishes sufficient reasons to forfeit the performance guarantee.
 - (iii) 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 UTDB may make the award to the next lowest evaluated Service Provider or call for new proposals.

TECHNICAL EVALUATION CRITERIA

Part – A

Sl. No.	Criterion	Max. Marks
1	Prior experience as on last date for submission of proposal in designing, conceptualization and construction of pavilion along with ancillary services in any National / International trade fairs or exhibitions with at least one event per year - 3 to 5 years : 5 marks, 5 to 10 years:10 marks above 10 years :15 marks	15
2	Having executed contracts (value not less than Rs. 5 lakhs per event) for designing, conceptualization and construction of pavilion along with ancillary services in any National / International trade fairs or exhibitions during three years prior to last date for submission of proposal - 5 to 10 events (Travel Mart/ Exhibition): 10 marks 11 to 15 events : 15 marks More than 15 events: 20 Marks	20
3	Empanelment with Government tourism department / boards and having executed at least five events during two years prior to last date for submission of proposal - 2 Departments / Boards: 5 marks 3 to 5 Departments / Boards: 7 marks More than 5 Departments / Boards: 10 Marks	10
4	Average Annual Financial Turnover during 2016-17, 2017-18 & 2018-19: Rs. 1 to 1.5 crores: 5 marks Rs. 1.5 to 2 crores: 10 marks Above Rs. 2 crores : 15 marks	15

Part – B

1	<u>Presentation on</u> Conceptualizing of design & layout, Innovation of model/stall and Innovative ideas to promote Uttarakhand Tourism & its products.	40
	Total	100

Qualifying marks minimum 50% for Part –A and Part –B separately.

SCOPE OF WORK AND SERVICES

1. Conceptualization, designing and construction of the UTDB pavilion.
2. Theme of Stall will showcase the various aspects of State Tourism which will be amalgamation of Adventure & Wellness, Homestay broadly consisting of four parts mentioned in the brief on the design and work.
3. There should be ample space for exhibitors to sit and artisan to do live demonstration of craft if required.
4. The stall should display high resolution images of Uttarakhand rich, heritage, adventure and scenic picture in the inner wall of the stall.
5. Should have space for 3D film in 250 sq. mtrs. to 350 sq. mtrs. stall.
6. The bidder should ensure the housekeeping service and Horticulture work to be done in the stall.
7. The Company will be responsible to supervise the execution of work at site and manage the stall during the event i.e. for 3 days or whenever it finishes.
8. Agency will be required to preserve and store the structure during the period between two domestic marts and for the total period of 2 years. Subject to extension of one more year with mutual consent.
9. Maintenance and replacement of broken parts of the stand during the mart and after the event.
10. Display of hi-resolution images (preferably 4K images) in the inner walls of the pavilion. Provisions for back light to be made by the agency. The images will be decided by UTDB.
11. The placement of the Television screen should be incorporated in the design of the stall.
 - A) 36 – 100 sqmtr. – 2 LED screens
 - B) Above 200 sqmtr. – One 6D video wall (10X12 feet or as per the requirement) + 2 LED screens
12. Provide 2 reception table and 4 chairs.
13. Providing maximum 50-55 tables for the co-participants (Minimum 9 sq. mtr. to Maximum 350 sq. mtr. stall) and 2 chairs each for is co-participants.
14. Dismantling the stand after the mart is over.
15. The design will showcase the various aspects of State Tourism which will be amalgamation of Adventure & Wellness, Homestay broadly consisting of four parts.
 - (i) Entrance arch / arches
 - (ii) Reception area
 - (iii) VIP Lounge
 - (iv) Display panels / wall structure
16. The structure would be such that it fits into a space ranging from 9 sq. mtr. with no much change in its visual appeal. All these components would be adaptation of some popular Uttarakhand architecture as detailed below:

<u>Sl. No.</u>	<u>Particulars</u>
1.	<p><u>Entrance arch</u> Concept: Adventure, Wellness and Homestay. Structural Details: Height of the Structure may go around 10 ft. to 14 ft. with proper UTDB branding over the structure. Color, texture and over all feel of the whole structure as close to actual as possible. Front illumination to be provided for the entire stand.</p>
2.	<p><u>Side Display Panels or wall structure:</u> Historical Monuments of Uttarakhand Structural Details: Color, texture and over all feel of the whole structure as close to actual as possible. Front illumination to be provided. Display panels 20 to 30 Nos. (maximum as per space available)</p>

16. Provisions for a virtual immersive zone (with the capacity of at least 4 persons at a time) to be made within the stall. The likely dimensions are 22 ft. x 16 ft. x 25 ft. or which may change as per the situation.
17. Provisions for visual user interface to provide the important information about Uttarakhand to the visitors during the exhibition/mart.
18. All legal permissions & linkages for the event shall be done by the agency directly with the organizers. UTDB shall not be liable for this.
19. The work will include construction of the pavilions at site before well in time at least 12 hours the opening of event, maintenance activities during dismantling the period of the Fair and of the pavilion after the event and site clearance.
20. The agency shall deploy a dedicated person to interact the UTDB officials for the events.

Note:

1. Wherever situation arises and the Agency is directed to make additional arrangements, which are having financial implications and are clearly beyond the Scope of Work, the Agency will submit the expenditure details to UTDB for the approval and consideration.
2. No incidental expenditure will be reimbursed unless so mutually agreed to in advance.
3. No extra cost for maintenance/upkeep/transportation of the model/stall will be paid by UTDB.

**Chief Executive Officer,
UTDB**

II. CONDITIONS OF CONTRACT

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the UTDB and the Service Provider , as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - (b) "The Contract Price" means the fees payable by the Service Provider under the Contract for the full and proper performance of its contractual obligations;
 - (c) "Services" means services required to be provided by the Service Provider covered under the Contract;
- 1.2 The Service provider shall permit UTDB to inspect the Service provider's accounts and records relating to the performance of the Service provider and to have them audited by independent auditors appointed by UTDB, if so decided.

2. Indemnity

- 2.1 The Service provider shall indemnify UTDB against all third-party claims arising out of this Contract including any legal and financial issues.
- 2.2 In addition, the Service provider shall undertake an insurance cover against all third-party claims for the value not less than the Contract value including GST with "CEO, UTDB" as beneficiary / co-beneficiary..
- 2.3 The Service provider shall take all other appropriate insurance covers to protect its own properties and employees.
- 2.4 The Service provider shall further insure for appropriate sum the users of its services as required under relevant Law of the State or India.

3. Payment

- 3.1 The method and conditions of payment to be made to the Service provider (in Indian Rupees) under this Contract shall be 100% after completion of the Event.
- 3.2 The Service provider's request(s) for payment shall be made to the UTDB in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted and upon fulfillment of other obligations stipulated in the contract.
- 3.3 Payments shall be made promptly by the UTDB but in no case later than sixty (60) days after submission by the Service provider the invoice and acceptance by authorized authority.

4. Prices

- 4.1 Prices charged by the Service provider for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Service provider in its proposal.
- 4.2 Service provider shall be entirely liable to pay and responsible for remittance with appropriate authorities all taxes, duties, license fees, permits, etc., incurred for and during the execution of this Contract.
- 4.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

5. Period of Contract:

For three years from signing of the Contract, subject to satisfactory performance of the Service Provider to be reviewed periodically and at least once a year. The Contract may be extended on same terms and conditions for further periods but not exceeding in aggregate one year.

6. Contract Amendments

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

7. Assignment

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

8. Liquidated Damages

8.1 If the Service provider fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the UTDB shall enforce full amount of the Performance Security.

8.2 In case any service/ item is not provided by the successful bidder, the expenses paid by UTDB to get the service/ item rendered from any other vendor will be borne by the successful bidder.

9. Termination for Default

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

(a) if the Service provider fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the UTDB; or

(b) if the Service provider fails to perform any other obligation(s) under the Contract.

(c) If the Service provider, in the judgment of the UTDB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

9.2 In the event the UTDB terminates the Contract in whole or in part, the UTDB may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Service provider shall be liable to the UTDB for any excess costs for such similar Goods or Services. However, the Service provider shall continue the performance of the Contract to the extent not terminated.

10. Force Majeure

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

11. Settlement of Disputes

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

11.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the UTDB or the Service Provider may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, specifically, defined therein, and no arbitration in respect of this matter, shall be commenced unless such notice is given and served. The Arbitration proceedings shall be commenced by a Sole Arbitrator to be agreed by both the parties, on failure the parties either party may invite three names from the President, Indian Council of Arbitration, and parties may agree to any of the name mentioned in the list, on failure it will be open for the parties to approach, as per the provision of section 11 of the Arbitration and Conciliation Act 1996 (as amended by Act No. 03 of 2016). The Service Provider shall initially bear the cost of the Arbitral Tribunal, unless it is decided by the Arbitral Tribunal under section 31(8) read with section 31A of the Act.

11.3 All disputes shall be subject to High court of Judicature, Uttarakhand.

12. Other conditions:

12.1 UTDB may retain any information and/ or evidence submitted to UTDB by, on behalf of, and/ or in relation to any Bidder;

12.2 UTDB shall be entitled to make recoveries from the bidder's bills, Security Deposit, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

- 12.3 The Bidding Documents and all attached documents are and shall remain the property of UTDB and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal 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 Proposal. UTDB will not return any Proposal or any information provided along therewith.
- 12.4 The Contract between successful bidder and UTDB for the execution of work shall be executed on a non-judicial stamp paper as required by the Law. Cost of judicial stamp paper of appropriate value shall be borne by the Successful bidder.
- 12.5 In case of any contradiction in the terms mentioned in this document, the Financial Handbook Rules and Uttarakhand Procurement Rules 2017 will be applicable.
- 12.6 As per income Tax rules, UTDB shall deduct income Tax at source from the bills payable to the successful bidder.
- 12.7 GST will be deposited by Service Provider. Service Provider has to register in Uttarakhand State if required, if not registered earlier.
- 12.8 Sub-contractors / sub-lessees also should not have been blacklisted by any government department or organization or undertaking and the Service Provider should get all of them approved by UTDB.
- 12.9 The Service Provider shall comply with all the applicable statutory provisions with regard to environment protection and general public during execution of the Contract including at the time of the Event.
- 12.10 The Structures made will be the sole property of Uttarakhand Tourism Development Board, which would not be used by the bidder in any form without permission from **CEO, UTDB**. After completion of the event, structure/s should be delivered (well packed) to UTDB HQ at Dehradun.

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, UTDB 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 UTDB, if any Service Provider is found by UTDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Service Providers shall not be eligible to participate in any tender or proposal issued by UTDB or by any other Agency of Government of Uttarakhand during a period of 1 (one) year from the date such Service Providers are found by UTDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3) For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) “**Corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of UTDB who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of UTDB, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 1.2.6, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Work or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of UTDB in relation to any matter concerning the Work;
 - b) “**Fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) “**Coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - (d) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by UTDB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - (e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Service Providers with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Format for Covering Letter ***

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

Dear Sir,

Ref.: Request for Proposals through e-procurement portal for Designing, Conceptualizing, Construction and Maintenance of Uttarakhand Tourism Pavilion at Domestic / National Travel Mart.

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

Dated thisDay of, 2020.

Name of the Service Provider

.....
Signature of the Authorised Person

Note:

*** On the Letterhead of the Service Provider.

Anti-Collusion Undertaking

1. We hereby certify and confirm that in the preparation and submission of this proposal, we have not acted in concert or in collusion with any other 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 Service Provider in connection with the instant proposal.

(Proforma of Performance Bank Guarantee)

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

In favour of

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

WHEREAS

By the Contract entered into between UTDB and _____, a company incorporated under the provisions of the Companies Act, 2013 / registered under....., having its registered office/ permanent address at _____ (“the Service Provider”), has been granted the permission for **Designing, Conceptualizing, Construction and Maintenance of Uttarakhand Tourism Pavilion at Domestic / National Travel Mart** for a period of three years (hereinafter referred to as “the work”).

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

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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

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

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

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

This Guarantee shall be irrevocable and shall remain in full force and effect until _____ unless discharged/ released earlier by UTDB in accordance with the provisions of the Contract. The Guarantor’s liability in aggregate be limited to a sum of Rs.

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

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

SIGNED AND DELIVERED

by

_____Bank

by the hand of Shri _____

its _____ and authorised official.

Format for Technical Proposal – Past Experience

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

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

The 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

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

Note:

- 1) In case the pavilion area is 100 to 250 sq. mtrs., then the applicable rate shall be as quoted for the size 36 to 100 sq. mtrs. Similarly, in case the pavilion area is more than 350 sq. mtrs., then the applicable rate shall be as quoted for the size 250 sq. mtrs to 350 sq. mtrs.
- 2) Any additional work to be assigned by UTDB as per situational requirement shall be carried out by the Service Provider for which, rates should be approved by UTDB in advance.

Format for Financial Capability

Financial Year	Rs. In lakhs
2016-17	
2017-18	
2018-19	

Note:

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

{Note:

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

Power of Attorney for signing of Application

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

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2.....

For
(Signature, name, designation and address)

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

Witnesses:

1.
2.

Notes:

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

behalf of the Applicant.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostle certificate.

CONTRACT FORM

THIS AGREEMENT made theday of....., 2020 between..... (Name of UTDB) (Hereinafter called "the UTDB") represented byof the one part and..... (Name of Service Provider) of (Hereinafter called "the Service Provider ") represented by of the other part:

WHEREAS the UTDB is desirous that certain Goods and ancillary services viz., **to Designing, Conceptualizing, Construction and Maintenance of Uttarakhand Tourism Pavilion at Domestic / National Travel Mart** (Brief Description of Goods and Services) and has accepted a proposal by the Service Provider for the same in the sum of (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Power of Attorney;
 - b) Affidavit;
 - c) Covering letter;
 - d) Price Schedule uploaded by the Service Provider;
 - e) Scope of Services;
 - f) Conditions of Contract;
 - g) Notification of Award;
 - h) Minutes of pre-contract negotiation meeting; and
 - i) Performance Security;
3. In consideration of the payments to be made by the UTDB to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the UTDB to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The UTDB 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 services which shall be 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 UTDB)
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 Providers and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,
- iii. indemnify and compensate the UTDB from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,
- iv. our firm / company, M/s. and our Principal M/s. are not blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union territory administration in India.

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

Authorized signatory for the Service Provider

Signed: _____

Name: _____

Designation: _____

Date: _____

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

Accepted
.....
(Signature)

Witnesses:

1.

2.

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