

No. 2451/2-8-62/2020

Dated 11<sup>th</sup> November 2020

**Subject: Invitation for proposals for fabrication of tourism tableau for State level Republic day celebration 26 January 2021 as per Uttarakhand Procurement Rules, 2017.**

**Tender Schedule**

<b>Date of downloading RFP document</b>	From 2:00 PM on 12.11.2020
<b>Pre-Proposal meeting</b>	At 2:30 PM on 18.11.2020
<b>Last date for seeking clarification, if any</b>	Upto 2:00 PM on 21.11.2020
<b>Start and time for uploading of proposals in e-Procurement platform</b>	Upto 5:00 PM on 01.12.2020
<b>Last date and time for uploading of proposals in e-Procurement platform</b>	Upto 2:00 PM on 07.12.2020
<b>Time and date for opening of Technical Proposals</b>	at 2:30 PM on 07.12.2020
<b>Date of Presentation</b>	To be intimated later.
<b>Time and date for opening of Financial Proposals</b>	To be intimated later.
<b>Place for Opening of Proposals and Address for communication</b>	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 the captioned assignment 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. Eligibility and Qualification Criteria:
  - (i) Should be a legal entity as per Indian Law.
  - (ii) Minimum 2 years' of experience in relative field.
  - (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) If any bidder, during three years prior to last date for proposal submission, has not signed the Contract or failed to execute the Contract after signing for UTDB is not eligible against this tender.

- (viii) The Bidder must have executed at least two (2) contracts of similar nature, each contract value of not less than Rs. 5 lakhs during three years prior to the last date for submission of Proposal
- (ix) Should have achieved an Average Annual Turnover of not less than Rs. 25 lakhs during the Financial Years 2017-18, 2018-19 & 2019-20.

(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.)

- (x) 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 Provider should submit along with the proposal, all relevant documents to establish their eligibility and also for meeting qualification criteria.
  5. With regard to eligibility and 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. 25,000/= 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, without any interest, within a period of thirty (30) days from the date of signing of the Contract by the successful Service Provider. The Earnest Money submitted by the successful Service Provider shall be released upon signing of the Contract.
    - (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](mailto:publicityutdb@gmail.com) with CC to [procurement.utdb@gmail.com](mailto: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](http://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 conference, 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](http://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](http://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](http://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](http://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 failure to upload scanned copies of these original documents 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 :

- (i) In case of the bidders, any act of interference or attempt to influence the personnel associated with the evaluation shall be viewed seriously; and may also result in declaring the proposal as invalid.
- (ii) 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) A Proposal submitted with an adjustable price will be treated as non-responsive and rejected.
- (vii) 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.

- (viii) 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
- (ix) 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 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 to with the lowest evaluated responsive bidder.

25 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.

26 Acknowledgement of Notification of Award (NOA):

Within seven (7) days from the date of issue of the NOA, the Successful Service Provider shall confirm acceptance 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 approved 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 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.

29. Blacklisting for failure to sign the Contract or its execution: Withdrawing the proposal or failure to sign the Contract or its execution after signing shall result in blacklisting of the bidder including JV / Consortium partner/s, if any. The blacklisting shall be effective from the date of notice issued by UTDB for a period of three years except under *force majeure* circumstances, in addition to forfeiture of EMD or Performance Security already submitted.

30. Debriefing and Appellate:

- (i) Any bidder may request in writing to CEO, UTDB for debriefing after award of contract.
- (ii) Any bidder may also choose to submit representation to Secretary Tourism, Government Uttarakhand, who may take appropriate decision and action based on the merit of the case

## TECHNICAL EVALUATION CRITERIA

1	<b><u>Presentation on</u></b> Conceptualizing of design & layout, Innovation of model/stall and Innovative ideas to promote Uttarakhand Tourism & its products.	40
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**Qualifying marks minimum 50%.**



## SCOPE OF WORK AND SERVICES

- (i) The size of trolley carrying Tableau will be approximately 40ft in length and 8ft 6 inch wide.
- (ii) The theme should be properly and thematically constructed with appropriate materials.
- (iii) The base of the trolley should be neatly covered. The Agency will be informed by the authorized officer in case of any alteration required for highlighting the theme of the Tableau.
- (iv) No extra payment will be given for any alteration as the same will be a part of the basic tableau work.
- (v) High quality material should be used for decoration of the tableau. Structure should be made up of either wood or plywood and tiles from thermocol or foam.
- (vi) Curtains at the bottom should be properly decorated.
- (vii) Any supplement will have to be arranged by the Agency.
- (viii) Tableau should be live on 20-1-2021 evening.
- (ix) Extension work on the trolley should be so done as to have a clear and entire view of the tableau.
- (x) Agency/competent person must be present with the tableau with necessary tools and manpower in case of emergency till the programme gets over.
- (xi) Agency will be responsible for any additional expenditure to be incurred for meeting the level of content of the department in case the design does not meet the expectations of the department. Any such construction will be treated as part of base project and the department will not be liable for any additional payments.
- (xii) Lack of strength/quality in the construction of the work/decoration work of the tableau can lead to disallowance of the presentation/show of the tableau and the EMD will be forfeited.
- (xiii) The entire material after the presentation and show will belong to the Agency.
- (xiv) The instructions given by the CEO or any authorized representative of UTDB will have to be followed from time to time.
- (xv) CEO or any of his authorized representatives will inspect the design and the model of the tableau before final presentation on the Republic Day. The Agency should be available at the preparation ground during construction of tableau all the time on all working days and on holidays as time is short.
- (xvi) All the structure of the tableau (with all respect) will have to be prepared within given time.
- (xvii) On 20-01-2021 the tableau must be ready to final rehearsal by 3.00 pm.
- (xviii) In case the tableau is not ready for presentation or is not found to be as per terms and conditions laid down in the tender document the EMD will be forfeited. Also no payment will be made to the Agency and Agency will be black listed.
- (xix) Agency will have to produce atleast 10 photographs of the tableau from different angles.
- (xx) The rates quoted by the Agency should be inclusive of all taxes and expenses. No other payment will be made other than those mentioned in the financial bid.
- (xxi) The Agency shall be bound to follow all the terms and conditions laid down in this document.
- (xxii) Provide suitable trolley along with driver, petrol / diesel and battery / generator (these costs should be included in the Financial Proposal / BoQ).
- (xxiii) 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.

**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 The Service provider shall take all appropriate insurance covers to protect its own properties and employees.

### **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:**

One time for event on 26<sup>th</sup> January 2021.

### **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 As per income Tax rules, UTDB shall deduct income Tax at source from the bills payable to the successful bidder.
- 12.6 GST will be deposited by Service Provider. Service Provider has to register in Uttarakhand State if required, if not registered earlier.
- 12.7 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.

### 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 fabrication of tourism tableau for state level Republic day celebration 26<sup>th</sup> January 2021.**

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](http://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 this .....Day 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 **fabrication of tourism tableau for state level Republic day celebration on 26<sup>th</sup> January 2021** (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.

**Format for Financial Capability**

<b>Financial Year</b>	<b>Rs. In lakhs</b>
<b>2016-17</b>	
<b>2017-18</b>	
<b>2018-19</b>	

**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 **fabrication of tourism tableau for state level Republic day celebration on 26<sup>th</sup> January 2021** 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 OF .....2.....

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 Apostile certificate.

**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 2020 between..... (Name of UTDB) (Hereinafter called "the UTDB") represented by .....of 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., **fabrication of tourism tableau for state level Republic day celebration on 26<sup>th</sup> January 2021** (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]