



**UTTARAKHAND TOURISM DEVELOPMENT BOARD (UTDB),  
PT. DEEN DAYAL UPADHYAY, PARYATAN BHAWAN,  
NEAR O.N.G.C. HELIPAD, NIMBUWALA,  
GARHI CANTT, DEHRADUN – 248 003  
Ph. 91-135-2559898, Fax. 91-35-2559988**

No. Land survey/2022

Dated 10<sup>th</sup> January 2022

**Subject: Invites Proposals through e-procurement portal for survey and monitoring of plots under Uttarakhand Tourism Development Board.**

**Tender Schedule**

<b>Date of downloading tender document</b>	From 2:00 PM on 10.01.2022
<b>Pre-proposal meeting</b>	at 12:00 Noon on 01.02.2022
<b>Last date for seeking clarification, if any</b>	Upto 2:00 PM on 04.02.2022
<b>Start date and time for uploading of proposal in e-Procurements platform</b>	Upto 2:00 PM on 16.02.2022
<b>Last date and time for uploading of proposals (both Technical and Financial) in e-Procurements platform</b>	Upto 2:00 PM on 21.02.2022
<b>Time and date of opening of Technical proposal</b>	at 2:30 PM on 21.02.2022
<b>Presentation of Concept, Approach and Methodology</b>	To be intimated later
<b>Time and date of opening of Financial proposal</b>	To be intimated later
<b>Place of Opening of proposals and Address for communication</b>	Uttarakhand Tourism Development Board (UTDB) Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun – 248 003

**I. Instructions to Consultants (ITC)**

1. Uttarakhand Tourism Development Board (UTDB) invites proposals through e-procurement portal for **survey and monitoring of plots under Uttarakhand Tourism Development Board** following Uttarakhand Procurement Rules, 2017 as per details given in this tender.
2. **Eligibility and Qualification Criteria:**
  - (i) Should be a legal entity as per Indian Law.
  - (ii) Should have been in existence for minimum three years as on the last date for proposal submission.
  - (iii) Should have GST registration
  - (iv) If any bidder, during three years prior to last date for proposal submission, has not signed the Contract after issue of Notification of Award (NOA) by UTDB or failed to execute the Contract after signing for UTDB, is not eligible against this tender.

- (v) Original affidavit on non-judicial stamp paper of Rs. 100 with Re. 1 Revenue stamp regarding previous five years litigation history as per Annexure – 12
  - (vi) 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.
  - (vii) Affidavit as per format provided in Annexure – 10.
  - (viii) The Consultant should not have been black listed as on the last date of proposal submission by any Ministry / Department / undertaking of Government of India or any State or Union Territory Administration.
  - (ix) Should have executed at least one land survey for a value not less than Rs. 25 lakhs on their own (not through outsourcing) as per Annexure - 5 (submit Client's certificate or CA certificate).
  - (x) Should have achieved an Average Annual Turnover during any best three financial years between 2016-17 and 2020-21 of not less than Rs. 75 (Seventy-five) Lakhs.  
*(The Financial turnover is the total financial turnover of the bidding company / organization / agency from any activity. But, the turnover of group companies shall not be considered)*
  - (xi) 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
3. The Consultants should submit along with the proposal, all relevant documents to establish their eligibility and also for meeting qualification criteria.
4. Tender fee of Rs. 11,800/- (Rs. 10,000/-+ GST@ 18%) to be paid online as per details given below before technical proposal opening. **In case of non-payment within this time and / or of lesser value, the proposal shall be summarily rejected.**
- (i) Bank details for **net banking** are:
    - (a) Beneficiary name – CEO Uttarakhand Tourism Development Board Dehradun
    - (b) Bank's name – Indian Bank
    - (c) Account Number - 50517934250
    - (d) Branch – Nimbuwala, Garhi Cantt
    - (e) Address – Nimbuwala, Garhi Cantt, Dehradun
    - (f) IFSC – IDIB000N599
    - (g) GST No. – 05AAALU0031F1ZK
    - (h) PAN – AAALU0031F
  - (ii) 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.
5. Earnest Money:
- (i) In case any bidder wants to submit EMD, same may be submitted for Rs. 75,000 to be paid online as per bank details given above before opening of technical proposal. **In case of non-payment within this time and / or of lesser value, the proposal shall be summarily rejected.**
  - (ii) Bidders who are not eligible for exemption from payment of EMD shall be exempted from payment of EMD provided they submit a “**Bid Security Declaration**” on their own letterhead (Annexure – 11) as part of their technical proposal.
  - (iii) The Earnest Money shall be returned to unsuccessful Consultants within a period of thirty (30) days from the date of announcement of the Successful Consultant. The Earnest Money submitted

- by the Successful Consultant shall be released upon furnishing of the Performance Security.
- (iv) The Successful Consultant'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.
  - (v) The Earnest Money shall be forfeited in the following cases:
    - (a) If the Consultant 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 Consultant fails to provide the Performance Security within the stipulated time or any extension thereof provided by UTDB.
  - (vi) Proposals of lesser value shall be summarily rejected as non-responsive.
  - (vii) 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).
6. Proposal Preparation Cost:  
The Consultant 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.
7. Clarifications:  
Consultants requiring any clarification on the tender document may upload the queries on website: [www.uktenders.gov.in](http://www.uktenders.gov.in) or through e-mail to [utdbplanning@gmail.com](mailto:utdbplanning@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).
8. Amendment of Proposal:
  - (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 Consultant, 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 Consultants 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.
9. Validity of Proposal:
  - (i) The proposal shall be valid for not less than 120 (One hundred twenty) days from the last date for proposal submission (but excluding the day of proposal submission). Proposals of lesser validity shall be summarily rejected as non-responsive.
  - (ii) Prior to expiry of the original Proposal Validity Period, UTDB may request that the Consultants extend the period of validity for a specified additional period. A Consultant may refuse the request without forfeiting its Proposal Security. The Proposal of any Consultant refusing to extend the Proposal Security shall be returned and shall not be included in the further proposal process. A Consultant 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.
10. 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 Consultants 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.
11. Consultants 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 Consultants will be unconditional and unqualified and the Consultants 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.
  12. 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).
  13. Format and Submission of Proposal:
    - (i) Consultants 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) Presentation also should be uploaded as part of Technical Proposal.
    - (v) 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.**
    - (vi) Financial proposal folder:

As per BoQ in the financial folder.
    - (vii) The Consultant 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.
    - (viii) 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.
    - (ix) **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.
    - (x) The Consultant 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 Consultant's risk and may result in rejection of its proposal.

- (xi) The **(a) Original Power of Attorney** (as per format), **(b) Original Affidavit** (as per format) **(c) Original affidavit for litigation history** (as per format) and **Bid Security declaration** (as per format) shall be submitted in person or through registered post / speed post / courier to Planning Section of UTDB, Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun, within five (5) working days of UTDB following the last date for proposal submission. The Proposal Inviting Authority shall not be held liable for any delays in the receipt of these documents. **In case these original documents are not received within the stipulated time, the proposal shall be summarily rejected. No other original documents are required at this stage.**

14. Modification and Withdrawal of Proposals:

- (i) The Consultant 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.

15. 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.

16. Conditional Proposal shall not be considered. Any Proposal found to contain conditions attached, shall be rejected.

17. Proposal Opening:

- (i) Consultants' 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.**

18. 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.

19. Clarifications:

- (i) To assist in the process of evaluation of proposals, UTDB may, at its sole discretion, ask any Consultant 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 facsimile.
- (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 Consultants; 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 Consultant.

- (iii) Consultants shall fill up the required information as per the prescribed Proposal form. If any Consultant does not fill up the information properly, UTDB has a right to reject such Proposals.

20. 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 eligibility-cum-qualification criteria and presentation on Methodology, Team members (with relevant experience), Work schedule (maximum marks 30 and minimum qualifying marks 15). Thereafter, the Financial Proposals of technically responsive bidders shall be opened.
- (iii) The Consultant who has submitted the lowest evaluated Financial Proposal shall be declared as preferred Consultant. In case more than one Consultant has quoted same amount, the Consultant having higher / highest cumulative turnover during any best three out of the following Financial Years viz. 2016-17, 2017-18, 2018-19, 2019-20 & 2020-21, will be declared as preferred Consultant.
- (iv) A Proposal submitted with an adjustable price will be treated as non-responsive and rejected.
- (v) 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 Consultants. While the Proposals are under consideration, Consultants 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.
- (vi) With regard to provisions of this RFP; and Consultant's responsiveness, the interpretation and decision of the Consultant Selection Committee shall be final and binding on all Consultants.
- (vii) 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.

21. 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 Consultant if:
  - (a) at any time, a material misrepresentation is made or uncovered; If a fraud or fraudulent practice adopted by any Consultant is established, the Consultant may be suspended from further participation in the tenders of UTDB for a period of three years from the date of detection of the same and /or appropriate legal proceedings may be initiated against such Consultant as per the prevailing laws, OR
  - (b) the Consultant does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.
- (iii) If such disqualification/ rejection occurs after the Financial Proposals have been opened and the preferred Consultant gets disqualified / rejected, then UTDB reserves the right to:
  - (a) either invite the Consultant, who has submitted next higher Financial Proposal to match the Financial Proposal submitted by the preferred Consultant; OR
  - (b) take any such measure as may be deemed fit in the sole discretion of UTDB, including annulment of the selection process.

22. 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 Consultant.

23. Notifications:

Upon acceptance of the Financial Proposal of the Preferred Consultant with or without negotiations, UTDB will notify the Consultant by e-mail and by a letter (Speed Post / Registered Post) that their Proposal has been accepted.

24. Acceptance of Notification of Award (NOA):

The successful Consultant shall confirm acceptance of the NOA within seven (7) days from the date of issue of the NOA.

25. Execution of Contract:

- (i) The Successful Consultant 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 Consultants that their Proposals have been unsuccessful and their Proposal Security will be returned as promptly as possible in any case not later than 30 (thirty) days from the date of announcement of the Successful Consultant.

26. Performance Security:

- (i) Before signing of the Contract, the Consultant shall furnish Performance Security for an amount equal to 3% of contract value including GST by way of 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 Consultant withdraws midway during the work completion, or
  - (b) Any other act or acts of the Consultant which renders the work un-operational and UTDB establishes sufficient reasons to forfeit the Performance Security.
- (iii) Failure of the Consultant 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 Consultant, who has submitted next higher Financial Proposal or call for new Proposals.

27. Suspension for participation in UTDB tenders: Withdrawing the proposal or failure to sign the Contract or its execution in full or part after signing shall result in suspension from participation in the tenders of UTDB of the consultant including their participation as JV / Consortium partner/s in future. The suspension shall be effective from the date of occurrence of the event for a period of three years except under *force majeure* circumstances, in addition to forfeiture of EMD or Performance Security, if already submitted.

28. Debriefing and Appellate:

- (i) Any consultant may request in writing to CEO, UTDB for debriefing after award of contract.
- (ii) Any consultant 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.

## **SCOPE OF WORK AND SERVICES**

1. Survey maps and records for the identified land parcels to be collected from the revenue department and verified on field.
2. The agency has to perform ground truthing for the identified land parcels by collecting ground control points. DGPS/ETS can be used to establish control network and detailed property measurement activity.
3. Information such as ownership, survey/plot numbers, area as per revenue records, existing activity, encroachments, etc. to be added as attribute features and linked to each land feature. Photographic record for preparing land album will be provided along with.
4. Land parcels along with the associated attribute information to be converted to GIS shape file format.
5. Field data collected should be superimposed on a georeferenced satellite imagery
6. The agency to provide details suitable for uploading in the UTDB website develop a GIS based web portal to display all the land parcel information overlaid on satellite imagery.
7. Undertake survey of plots at an interval of 6 months to verify any changes including encroachment, construction, erosion, etc. (this time interval may vary depending upon client's requirements)
8. Provide an estimate for fencing of the plots with appropriate technical parameters and specifications.
9. The surveyed plots should cover / reflect the following:
  - (i) Spot level of existing area with spot level at 50 m X 50 m grid with contour interval 0.5 m.
  - (ii) All existing surface structures such as buildings, tanks, roads, drain, HT / LT electric lines, etc.,
  - (iii) All vegetation cover including big trees
  - (iv) Highest Flood Level (HFL) during previous 25 years.
  - (v) Encroachments and photographic evidence of same.
10. Approach and methodology to be adopted for detailed survey.
  - (i) Before starting survey, the horizontal and vertical control of area of interest shall be established by carrying out the survey with reference to available nearest Survey of India (GTS bench mark) or DGPS survey.
  - (ii) All measurements shall be taken by using total stations instrument of minimum 2" (two second) accuracy and calibrated instruments shall be used.
  - (iii) During survey, all available features like building, road, electric lines etc., shall be picked up as existing on ground w.r.t. reference frame established above. Spot levels shall be picked up at an interval of 20 m or at closer interval so as to depict actual ground.
11. The survey shall include digital topographical survey.
  - (i) The survey work will be carried out with respect to the nearest available GTS bench mark or DGPS survey for fixation of reference points at site.
  - (ii) Temporary Bench marks shall be made with CC pillar of size 15 cm x 15 cm x 60 cm (30 cm shall be grounded).
  - (iii) The distance between bench mark pillars and number of pillars shall be as per site requirements.
12. Deliverables:
  - (i) Soft copy in GIS and AutoCAD format file (1 no.) and hard colored copy (1 no.) of draft survey contour plan within 30 days from the work order.



- (ii) Soft copy in GIS and AutoCAD format file and hard colored copies (3 no.) of final contour plan and layout plan within 30 days from the work order.
- (iii) Geo-reference map of the site shall be provided with KML file.
- (iv) At each stage of survey, site assessment report in the form of hard copy has to be submitted at UTDB.
- (v) A list showing values of all temporary bench marks.
- (vi) A photographic survey of all land parcels prior to GIS survey and post GIS survey clearly highlighting any encroachments will be provided within 30 days from the work order.

**List of plots under Uttarakhand Tourism Development Board:**

<b>Sl. No.</b>	<b>Name of District</b>	<b>Number of Parcels</b>	<b>Total Area (in Hectare)</b>
1	Dehradun	30	157.9502
2	Pauri	33	8.5345
3	Chamoli	36	9.5942
4	Tehri	48	35.3203
5	Uttarkashi	27	11.9600
6	Rudraprayag	24	0.7700
7	Haridwar	6	3.4535
8	Almora	26	11.7064
9	Udham Singh Nagar	7	3.4160
10	Nainital	24	8.9968
11	Pithoragarh	27	4.1480
12	Bageshwar	18	3.7520
13	Champawat	13	17.8790
<b>Total</b>		<b>319</b>	<b>277.4809</b>

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

### **2. Indemnity**

- 2.1 The Service Provider shall indemnify UTDB towards any legal and financial liability against all third-party claims arising out of this Contract including all acts of omission and commission on the part of the Service provider and their personnel.
- 2.2 The Service Provider shall take all appropriate insurance covers to protect its own property and employees.

### **3. Payment**

- 3.1 The method and conditions of payment to be made to the Consultant (in Indian Rupees) under this Contract shall be 100% after submission of the survey report.
- 3.2 The bidder shall be paid on *pro rata* basis every quarter for the survey and / or fencing done during the previous quarter.
- 3.3 The Consultant'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.
- 3.4 Payments shall be made promptly by the UTDB but in no case later than sixty (60) days after submission by the Consultant the invoice and acceptance by authorized authority.

### **4. Fees**

- 4.1 Fees charged by the Consultant for Services performed under the Contract shall not vary from the fees quoted by the Consultant in its proposal.
- 4.2 Consultant shall be entirely liable to pay and responsible for remittance with appropriate authorities all taxes incurred for and during the execution of this Contract.
- 4.3 Fees charged by the Consultant shall be fixed during the Consultant'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 Consultant shall not assign, in whole or in part, its obligations to perform under the Contract, except with the UTDB's prior written consent.

## **8. Termination for Default**

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

- (a) if the Consultant fails to deliver any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the UTDB; or
- (b) if the Consultant fails to perform any other obligation(s) under the Contract.
- (c) If the Consultant, in the judgment of the UTDB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

8.2 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 Consultant shall be liable to the UTDB for any excess costs for such similar Goods or Services. However, the Consultant shall continue the performance of the Contract to the extent not terminated.

## **9. Force Majeure**

The Consultant shall not be liable for forfeiture of its Performance Security 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.

## **10. Settlement of Disputes**

10.1 The UTDB and the Consultant 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.

10.2 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 Consultant may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Arbitration proceedings shall be conducted by a sole Arbitrator to be agreed by both parties, failing which the Arbitrator shall be nominated by the President, Indian Council of Arbitration in accordance with Arbitration and Conciliation Act, 1996. The place of Arbitration shall be at Dehradun.

10.3 All disputes shall be subject to Hon'ble High court of Judicature at Nainital, Uttarakhand.

## **11. Other conditions:**

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

11.2 The Bidding Documents and all attached documents are and shall remain the property of UTDB and are transmitted to the Consultants solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Consultants 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.

- 11.3 The Contract between Consultant and UTDB 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 Consultant.
- 11.4 In case of any contradiction in the terms mentioned in this document, the Financial Handbook Rules and Uttarakhand Procurement Rules 2017 will be applicable.
- 11.5 As per income Tax rules, UTDB shall deduct income Tax at source from the bills payable to the successful Consultant.
- 11.6 GST will be deposited by Consultant. Consultancy firm has to register itself in Uttarakhand State for this purpose, if not registered, before commencement of Services.

### Fraud and Corrupt Practices

- 1) The Consultants 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 Consultants if it determines that the Consultants 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 Consultant 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 Consultants shall not be eligible to participate in any tender or proposal issued by UTDB or by any other Agency of Government of Uttarakhand during a period of 3 (three) years from the date such Consultants 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 Consultants 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 survey and monitoring of plots under Uttarakhand Tourism Development Board.**

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 ....., 2022.

Name of the Consultant

.....  
Signature of the Authorised Person

Note:

\*\*\* On the Letterhead of the Consultant.

**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 Consultant 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 Consultant 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 Consultant”), has been granted the permission for **survey and monitoring of plots under Uttarakhand Tourism Development Board** for a period of five years (hereinafter referred to as “the work”).

- A. In terms of the Contract, the Consultant 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 Consultant.
- B. At the request of the Consultant, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Consultant 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 Consultant”) of all its obligations relating to the Work and in connection with achieving the work objectives by the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant or postponement/non exercise/ delayed exercise of any of its rights by UTDB or any indulgence shown by UTDB to the Consultant 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 Consultant /the Guarantor or any absorption, merger or amalgamation of the Consultant /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 Consultant and to be signed by the Consultant)

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 Consultant may submit more details / information to substantiate its claim for past experience.

.....  
Name of the Consultant

.....  
Signature of the Authorised Person

**Format for Financial Proposal**

As per BoQ in the Financial Folder.

**Format for Financial Capability**

<b>Financial Year</b>	<b>Amount (in Rs.)</b>
<b>2016-17</b>	
<b>2017-18</b>	
<b>2018-19</b>	
<b>2019-20</b>	
<b>2020-21</b>	

**Note:**

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

**{Note:**

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

**Power of Attorney for signing of Application**

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for **survey and monitoring of plots under Uttarakhand Tourism Development Board** 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 .....2022

For .....

(Signature, name, designation and address)

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

(Signature)

Witnesses:

1. ....
2. ....

**Notes:**

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

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

**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 2019 between..... (Name of UTDB) (Hereinafter called "the UTDB") represented by .....of the one part and..... (Name of Consultant) of..... (Hereinafter called "the Consultant ") represented by ..... of the other part:

**WHEREAS** the UTDB is desirous that certain Goods and ancillary services viz., **survey and monitoring of plots under Uttarakhand Tourism Development Board** (Brief Description of Goods and Services) and has accepted a proposal by the Consultant 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 Consultant as hereinafter mentioned, the Consultant 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 Consultant 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 Consultant are as under:

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

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

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

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

**AFFIDAVIT**

1. I / We, ..... who is / are Authorised to sign and submit the proposal against your tender [title and reference number of the Invitation for proposals] do hereby undertake as follows:
  - i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,
  - ii. any of our personnel, representatives, sub-consultants, sub-Consultants, consultants, Consultants and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,
  - iii. indemnify and compensate the UTDB from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,
  - iv. our firm / company, M/s. .... and our Principal M/s. .... are not blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union territory administration in India as on the last date of proposal submission.
  
2. If we are found contravening this undertaking even after award of contract in our favour or anyone else, we accept disciplinary action by the UTDB including rejection of our proposal, annulment of contract and suspension from participation in tenders of UTDB.

Authorized signatory for the Consultant

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 Consultant]

**BID SECURITY DECLARATION**

We, M/s. .... having its registered office at .....the under signed, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We Accept that we will automatically be suspended from being eligible for bidding in any contract with UTDB for a period of 5 (five) years starting on the date we receive a notification from the UTDB, if we are in breach of our obligations(s) under the bid conditions because we:

- (a) Have withdrawn our bid during the period of bid validity specified in the form of Bid; or
- (b) Having been notified of the acceptance of our bid by UTDB during the period of bid validity, (i) fail or refuse to execute the contract, if required or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB / ITC.

We understand this Bid Securing declaration shall expire, if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the successful bidder, or (ii) 45 days after the expiration of our bid.

Dated this .....Day of ....., 2022.

Name of the Bidder

.....  
Signature of the Authorised Person

.....  
Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder.*

(Rs. 100/- stamp paper with Re. 1 Revenue stamp)

**LITIGATION HISTORY**

*[Note: Bidder/Proposer shall provide the certification or information as per format given below. Failure to provide such certification or information (fully and accurately) may result in a determination that the Bid/Proposal is non-responsive.]*

**NO LITIGATION CERTIFICATION**

I,-----  
-----, hereby certify that  
(person responsible for submission of Bid/Proposal)

**(Bidder/Proposer name as shown on Bid/Proposal)**

has not been involved in any litigation for five (5) years preceding the date of submittal of this Bid/Proposal.

**LITIGATION HISTORY INFORMATION**

(1) Name of Case: -----  
Court case identification number:-----  
Jurisdiction in which case was filed: -----  
Outcome of the case: -----

(2) Name of Case: -----  
Court case identification number: -----  
Jurisdiction in which case was filed: -----  
Outcome of the case: -----

**DECLARATION:**

I declare under penalty of perjury that the foregoing is true and correct.

Executed this -----day of----- (month and year)  
at -----

By -----

**(signature of person responsible for submission of Bid/Proposal)**