

No. 2-8-33/2021-22

Dated 15th February 2022

Reference our Public notice in the newspapers No. 4174/2-6-UTDB/2022 dated 7th January 2022

Subject: Invites Proposals through e-procurement portal for reprinting of Destination Tourist Brochures, Uttarakhand Tourist Map & Uttarakhand at a Glance Book for UTDB as per Uttarakhand Procurement Rules, 2017

Tender Schedule

Date of downloading RFP document	From 2:00 PM on 15.02.2022
Pre-Proposal meeting	At 12:00 Noon on 23.02.2022
Last date for seeking clarification, if any	Upto 2:00 PM on 25.02.2022
Start date and time for uploading of proposals in e-Procurement platform	From 2:00 PM on 04.03.2022
Last date and time for uploading of proposals in e-Procurement platform	Upto 2:00 PM on 09.03.2022
Time and date for opening of Technical Proposals	at 2:30 PM on 09.03.2022
Time and date for opening of Financial Proposals	To be intimated later.
Place for Opening of Proposals and Address for communication	Uttarakhand Tourism Development Board Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun – 248 003

I. Instructions to Bidders (ITB)

1. Uttarakhand Tourism Development Board (UTDB) invites proposals through e-procurement portal for providing services for the captioned subject 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-cum-Qualification Criteria:**
 - (i) Should be a legal entity as per Indian Law.
 - (ii) Should have GST registration.
 - (iii) 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.
 - (iv) Affidavit as per format provided in Annexure – 10.
 - (v) 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.
 - (vi) 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

- (vii) The Bidder 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.
 - (viii) No consortium / Joint Venture shall be considered.
 - (ix) The company must have executed at least three Contracts of printing of materials each of value not less than Rs. 10 Lakhs any three financial years between 2016-17 and 2020-21.
 - (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. 30 Lakhs (Thirty Lakhs only).
(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).
 - (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.
4. The Bidders should submit along with the proposal, all relevant documents to establish their eligibility and also for meeting post-qualification criteria.
5. With regard to eligibility and post-qualification criteria; and Bidders' responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all Bidders.
6. Tender fee of Rs. 3,540/- (Rs. 3,000/-+ 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.
7. **Earnest Money:**
Bidders who are not eligible for exemption from payment of EMD are also exempted provided they submit on their own letterhead "**Bid Security Declaration**" (Annexure - 11).
8. **Proposal Preparation Cost:**
The Bidder shall be responsible for all the costs associated with the preparation of its proposal and its participation in the bidding process. UTDB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.
9. **Clarifications:**
Bidders requiring any clarification on the tender document through e-mail to publicityutdb@gmail.com with CC to procurement.utdb@gmail.com prior to the time and date

given in the Tender Schedule (Page – 1).

10. Amendment of RFP Document:

- (i) At any time prior to the proposal due date, UTDB may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Proposal Document through Addendum / Corrigendum which will be posted on the website: www.uktenders.gov.in only.
- (ii) In order to afford Bidders reasonable time in which to take an Addendum into account, or for any other reason, UTDB may, at its own discretion, extend the proposal due date.

11. Validity of Proposal:

- (i) The Proposal shall be valid for not less than 120 (One hundred and Twenty) days from the last date for Proposal submission (but excluding the day of Proposal submission). Proposals of lesser validity shall be summarily rejected as non-responsive.
- (ii) Prior to expiry of the original Proposal Validity Period, UTDB may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Proposal Security. The Proposal of any bidder refusing to extend the Proposal Security shall be returned and shall not be included in the further proposal process. A Bidder agreeing to the request of extending the Proposal Security will not be allowed to modify its Proposal, but would be required to extend the validity of its Proposal Security for the period of extension.

12. Pre-Proposal Meeting:

- (i) To clarify and discuss issues with respect to the work and the proposal, a Pre-Proposal meeting will be held on the date, time and place indicated in the Tender Schedule given on Page no. 1 of this document, subject to required permissions on account of situation arising out of COVID 19. In addition, participation through **Video Conference (VC)** will also be facilitated, details for which will be shared on request. Attendance of the bidders at the Pre-Proposal meeting is not mandatory. **But it is highly recommended to attend for understanding the provisions of RFP and Selection process.**
- (ii) During the course of pre-proposal conferences, the bidders will be free to seek clarifications and make suggestions for consideration of UTDB. UTDB shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

13. Bidders may note that UTDB will not entertain any deviations to the proposal Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the proposal Document with all its contents including the Contract. Any conditional Proposal shall be regarded as non-responsive and shall be rejected.

14. No interpretation, revision, or other communication from UTDB regarding this solicitation is valid unless posted on website: www.uktenders.gov.in.

15. Format and Submission of Proposal:

- (i) Bidders would provide all the information as per this document 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 Bidders shall prepare and submit online through website: www.uktenders.gov.in scanned copies of original documents comprising the Proposals as described above.
- (vii) Proposals should be submitted / uploaded on the website: www.uktenders.gov.in only.
Submission of Proposals through any other mode is not acceptable and shall be rejected.
- (viii) UTDB, at its sole discretion, may extend the last date for Proposal submission Proposal submission by issuing an Addendum on the website: www.uktenders.gov.in only.
- (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 Bidder 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 quotation not substantially responsive to the tender document in every respect will be at the Bidder'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 **(d) Bid Security declaration** (as per format) shall be submitted in person or through 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 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.**

16 Modification and Withdrawal of Proposals:

- (i) The Bidder may modify or withdraw its Proposal on e-portal before the Proposal Due Date and time. However, no Proposal can be modified or withdrawn thereafter.
- (ii) Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Proposal Security.

17 UTDB reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by UTDB in respect of such Proposals.

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

19 Proposal Opening:

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

20 Confidentiality:

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

21 Clarifications:

- (i) To assist in the process of evaluation of proposals, UTDB may, at its sole discretion, ask any Bidder for clarification including additional information and documents. In case of any additional documents, same can be accepted only if they are of historical nature i.e., either the documents or facts in the documents should have existed prior to proposal submission time and same could be verified independently. However, no change in the substance of the proposal would be permitted by way of such clarifications. The request for clarification and the response shall be in writing or e-mail or by fax.
- (ii) UTDB reserves the right to independently verify by a team of Officers of UTDB or independently facts and figures provided in the documents submitted by the bidders; in addition to right to disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- (iii) Bidders shall fill up the required information as per the prescribed Proposal form. If any Bidder does not fill up the information properly, UTDB has a right to reject such Proposals.

22 Proposal Evaluation:

- (i) To assist in the examination, evaluation and comparison of Proposals, UTDB may utilise the services of Consultant/s or Advisor/s.
- (ii) Evaluation of Proposals will be done in two stages – first of Technical Proposal as per eligibility-cum-qualification criteria. Thereafter, the Financial Proposals of bidders qualifying in the technical evaluation shall be opened.
- (iii) The bidder who submits the lowest overall financial proposal shall be declared as successful bidder. However, the bidder is required to match the lowest unit cost among the opened financial proposals. In case the bidder refuses to match the lowest unit cost, UTDB reserves the right to award the contract for that / those items separately to the respective lowest quote received or to retender entirely at their discretion.
- (iv) In case more than one bidder has quoted same amount, the bidder having higher / highest financial annual turnover during any best three financial years between 2016-17 and 2020-21 will be declared as successful bidder.
- (v) Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account. A quotation submitted with an adjustable price will be treated as non-responsive and rejected.
- (vi) With regard to eligibility-cum-qualification criteria; and bidders' responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all bidders.
- (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.

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 Bidder 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 with the lowest evaluated responsive bidder.

25 Notifications:

- (i) Upon acceptance of the Financial Proposal of the Preferred Bidder with or without negotiations, UTDB shall declare the Preferred Bidder as Successful Bidder.
- (ii) UTDB will notify the Successful Bidder by facsimile or e-mail and by a letter (Speed Post / Registered Post) that its Proposal has been accepted.

26 Acceptance of Notification of Award (NOA):

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

27 Execution of Contract:

- (i) The Successful Bidder shall execute the Contract within two (2) weeks of the issue of LOA or such time as indicated / approved by UTDB.
- (ii) UTDB will promptly notify other Bidders that their Proposals have been unsuccessful.
- (iii) Supply orders will be issued as and when required.

28. Performance Security:

- (i) Before signing of the Contract, the Successful Bidder shall furnish Performance Security for an amount not less than 3% of the financial proposal considering the estimated work quantity 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 Bidder withdraws midway during the work completion.
 - (b) Any other act or acts of the successful Bidder which renders the work un-operational and UTDB establishes sufficient reasons to forfeit the performance guarantee.

- (iii) Failure of the successful Bidder 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 Bidder or call for new proposals.

29. **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 bidder 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.

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.

SPECIFICATIONS

Chief Executive Officer (CEO) Uttarakhand Tourism Development Board (UTDB) invites sealed tender from reputed printer/agencies for reprinting of Tourist Brochures, Uttarakhand Tourist Map & Uttarakhand at a glance book.

1-Name of work: The specification for different Reprinting works are as follows:

a) Uttarakhand at a glance Book

1.Uttarakhand at a glance book (on 4 different subjects)

Sl. No.	Particular	Specification
1	Size	11x11 inches
2	Paper	Outer cover 300 GSM and inner page 210 GSM Matt finish paper
3	Colour	4 colour printing, lamination on cover page
4	Pages	24 including cover
5	Language	English
6	Quantity	4x5,000 = 20,000
7	Completion of work	Submission of proof within 10 days from issuing of work order. And complete delivery after approval of proof within one month

b) 10 types of Destination Brochures:

The destination Brochures is to be reprinting as per specification given below:

Sl. No.	Particular	Specification
1	Size	8.75" x 18.75" open) (8.75" x 4.7" close)
2	Paper	IRIS Rendezvous 160 GSM
3	Colour	4 colour printing
5	Language	English
6	Quantity	10x20,000 = 2,00,000
7	Completion of work	Submission of proof within 10 days from issuing of work order. And complete delivery after approval of proof within one month

c) Uttarakhand Tourist Map

Sl. No.	Particular	Specification
1	Size	28 x 30 Inch
2	Paper	130 GSM imported art matt finish paper front & back cover 300 GSM matt finish paper On back side information of tourist places to be printed. (As per the sample)
3	Colour	4 colour printing lamination on cover page
5	Language	English
6	Quantity	20,000
7	Completion of work	Submission of proof within 10 days from issuing of work order. And complete delivery after approval of proof within one month

d) Printing of 13 Destinations of 13 District Brochures:

The destination Brochures is to be printed as per specification given below:

Sl. No.	Particular	Specification
1	Size	8.75'' x 18.75'' open) (8.75'' x 4.7'' close)
2	Paper	IRIS Rendezvous 160 GSM
3	Colour	4 colour printing
5	Language	English
6	Quantity	13x20,000 = 2,60,000
7	Completion of work	Submission of proof within 10 days from issuing of work order. And complete delivery after approval of proof within six weeks

- i) The ready to print material will be provide by the department in CD/Pen drive.
- ii) Specimen copies of Destination Tourist Brochures, Map and Glance book are available for inspection till bid submission time.
- iii) **The design of Sl. No. 1 (d) brochures of 13 Destinations of 13 Districts will be done by the bidder. However, relevant photographs and contents will be provide by UTDB.**

Place of delivery:

UTDB headquarters, 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 Bidder, 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 Bidder under the Contract for the full and proper performance of its contractual obligations;
 - (c) "Services" means services required to be provided by the Bidder covered under the Contract;
- 1.2 The Bidder shall permit UTDB to inspect the Bidder's accounts and records relating to the performance of the Bidder and to have them audited by independent auditors appointed by UTDB, if so decided.

2. Indemnity

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

3. Payment

- 3.1 The method and conditions of payment to be made to the Bidder (in Indian Rupees) under this Contract shall be 100% after acceptance of the books supplied.
- 3.2 The Bidder'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 Bidder the invoice and acceptance by authorized authority.

4. Defect liability period

The Printer (successful bidder) is liable to replace any defective goods (books / brochures) within 15 days from the written notice during the Contract period or 60 days from the date of supply, whichever is later.

5. Prices

- 5.1 Prices charged by the Bidder for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Bidder in its proposal.
- 5.2 Bidder 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.
- 5.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

6. Period of Contract:

Rates shall be fixed for one year from signing of the Contract during which period order/s may be placed for additional quantity.

7. Contract Amendments

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

8. Assignment

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

9. Liquidated Damages

9.1 If the Bidder 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 the successful bidder is liable to pay liquidated damage @ 1 (one) % of contract price including GST for the ordered quantity per week.

9.2 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.

10. Termination for Default

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

- (a) if the Bidder 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 Bidder fails to perform any other obligation(s) under the Contract.
- (c) If the Bidder, in the judgment of the UTDB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

11. Force Majeure

The Bidder 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.

12. Settlement of Disputes

12.1 The UTDB and the Bidder 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.

12.2 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 Bidder 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 Bidder 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.

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

13. Other conditions:

- 13.1 UTDB may retain any information and/ or evidence submitted to UTDB by, on behalf of, and/ or in relation to any Bidder;
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 In case of any contradiction in the terms mentioned in this document, the Financial Handbook Rules and Uttarakhand Procurement Rules 2017 will be applicable.
- 13.6 As per income Tax rules, UTDB shall deduct income Tax at source from the bills payable to the successful bidder.
- 13.7 GST will be deposited by Bidder. Bidder has to register in Uttarakhand State if required, if not registered earlier.
- 13.8 Sub-contractors / sub-lessees also should not have been blacklisted by any government department or organization or undertaking and the Bidder should get all of them approved by UTDB.
- 13.9 The Bidder 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 Undertaking

- 1) The bidders 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 bidders if it determines that the bidders 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 a bidders 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 bidders 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 2 (two) years from the date such bidders 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 bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Format for Covering Letter cum Work Undertaking ***

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 reprinting of Destination Tourist Brochures, Uttarakhand Tourist Map & Uttarakhand at a Glance Book for UTDB

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

Dated thisDay of, 2022.

Name of the bidder

.....

Signature of the Authorised Person

Note:

*** *On the Letterhead of the bidder.*

Anti-Collusion Certificate 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 bidder or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.
2. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant proposal

(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 Bidder”), has been granted the permission for **reprinting of Destination Tourist Brochures, Uttarakhand Tourist Map & Uttarakhand at a Glance Book** for a period of one year (hereinafter referred to as “the work”).

A. In terms of the Contract, the Bidder 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 Bidder.

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

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

.....
Name of the Bidder

.....
Signature of the Authorised Person

Format for Financial Proposal

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

The quantity given is indicative. Therefore, payment shall be made for the quantity given the work order.

Format for Financial Capability

Financial Year	Rs. In lakhs
2016-17	
2017-18	
2018-19	
2019-20	
2020-21	

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. Annual Turnover Certificate duly certified by Chartered accountant along with his / her firm stamp and registration number will only 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 reprinting of Destination Tourist Brochures, Uttarakhand Tourist Map & Uttarakhand at a Glance Book** 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 OF2022

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 Apostille certificate.

CONTRACT FORM

THIS AGREEMENT made theday of....., 2022 between..... (Name of UTDB) (Hereinafter called "the UTDB") represented byof the one part and..... (Name of Bidder) of (Hereinafter called "the Bidder ") represented by of the other part:

WHEREAS the UTDB is desirous that certain Goods and ancillary services viz., **reprinting of Destination Tourist Brochures, Uttarakhand Tourist Map & Uttarakhand at a Glance Book** (Brief Description of Goods and Services) and has accepted a proposal by the Bidder 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 Bidder;
 - 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 Bidder as hereinafter mentioned, the Bidder 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 Bidder 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 Bidder are as under:

TOTAL VALUE:

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)

(For the bidder)

Witness: 1

Witness: 2

(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-Bidders, Bidders, Bidders 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 Bidder
 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 Bidder]

BID SECURITY DECLARATION

We, M/s. having its registered office atthe 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 thisDay 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)