



**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. 2-8-Documentaries film/2021-22

Dated 25th February 2022

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

**Subject: Selection of agency for producing tourism related short duration documentaries films for
Uttarakhand Tourism Development Board**

Tender Schedule

Date of downloading RFP document	From 2:00 PM on 25.02.2022
Pre-proposal meeting	at 12:00 Noon on 07.03.2022
Last date for seeking clarification, if any	Upto 2:00 PM on 09.03.2022
Start date and time for uploading of proposals in e-Procurement platform	Upto 2:00 PM on 18.03.2022
Last date and time for uploading of proposals in e-Procurement platform	Upto 2:00 PM on 23.03.2022
Time and date for opening of Technical Proposals	at 2:30 PM on 23.03.2022
Date of Presentation	To be intimated later
Time and date for opening of Financial Proposals	To be intimated later
Place for Opening of Proposals and Address for communication	Uttarakhand Tourism Development Board Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun – 248 003

I. Instructions to Bidders (ITB)

1. Uttarakhand Tourism Development Board (UTDB) invites proposals through e-procurement portal for providing services for the captioned subject as per details given in this document in accordance with Uttarakhand Procurement Rules, 2017.
2. Detailed Scope of Work / Services are given before commencement of Annexures Section.
3. **Eligibility-cum-Qualification Criteria:**
 - (i) The Firm /Agency of repute should be a registered entity and must have been in operation for a minimum period of 5 years as on last date for submission of Proposal.
 - (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 - 1.
 - (iv) Affidavit as per format provided in Annexure – 2.

- (v) The Service Provider should not have been black listed as on the last date of proposal submission by any Ministry / Department / under taking of Government of India or any State or Union Territory Administration.
- (vi) 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 of contract with UTDB, is not eligible against this tender.
- (vii) Original affidavit on non-judicial stamp paper of Rs. 100 with Re. 1 Revenue stamp regarding previous five years litigation history as per Annexure-11.
- (viii) The Service Provider must have produced short / ad films for a total value of not less than Rs. 5 crores for last 5 financial years out of which minimum two crores should be in one financial year. (submit Client's certificates or CA certificate)
- (ix) Should have achieved an Average Annual Turnover during any best three financial years between 2016-17 and 2020-21 of not less than Rs. 2 crores (two crores only) as per Annexure - 6 (CA certificate)
(The Financial turnover is the total financial turnover of the bidding company / organization / Service Provider from any activity. But, financial capability of the Service Provider's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Service Provider.)
- (x) In accordance with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20th August 2019, the eligible bidders (enterprises) are exempted from applicability of qualification criteria related to Financial Turnover and Past Performance.

4. The Service Providers should submit along with the proposal, all relevant documents to establish their eligibility and also for meeting post-qualification criteria.
5. With regard to eligibility-cum-qualification criteria; and Service Providers' responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all Service Providers.
6. Tender fee of Rs. 5,900/- (Rs. 5,000/-+ GST@ 18%) to be paid online as per details given 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:

- (i) Earnest Money for an amount of Rs. 12 Lakhs (Twelve lakhs only) to be paid online as per details given under ITB Clause No. 6 (i) before technical proposal opening. **In case of non-payment within this time and / or of lesser value, the proposal shall be summarily rejected.**
- (ii) Pledged FDR in favor of CEO, UTDB may also be submitted as Earnest Money.
- (iii) The Earnest Money shall be returned to unsuccessful Service Providers within a period of thirty (30) days from the date of announcement of the Successful Service Provider. The Earnest Money submitted by the Successful Service Provider shall be released upon furnishing of the Performance Security.
- (iv) The Successful Service Provider's Earnest Money will be returned, without any interest, upon the signing of the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- (v) The Earnest Money shall be forfeited in the following cases:
 - (a) If the Service Provider withdraws its proposal during the interval between the last date for proposal submission and expiration of the proposal Validity Period; and
 - (b) If the Successful Service Provider fails to provide the Performance Security within the stipulated time or any extension thereof provided by UTDB.
- (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).
- (viii) EMD exemption against Bid Security Declaration shall be considered subject to revalidation / extension of GO No. 121 (1)/XXVII(7)/21-32/2007TC dated 29th April 2021.

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:

Service Provider 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 Twenty) days from the last date for Proposal submission (but excluding the day of Proposal submission). Proposals of lesser validity shall be summarily rejected as non-responsive.
- (ii) Prior to expiry of the original Proposal Validity Period, UTDB may request that the Bidders

extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Proposal Security. The Proposal of any bidder refusing to extend the Proposal Security shall be returned and shall not be included in the further proposal process. A Bidder agreeing to the request of extending the Proposal Security will not be allowed to modify its Proposal, but would be required to extend the validity of its Proposal Security for the period of extension.

12. Pre-Proposal Meeting:

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

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

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

15. Format and Submission of Proposal:

- (i) Service Providers would provide all the information as per this proposal 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) Technical Proposal Folder should have documents / information required as per RFP including a ppt. presentation for evaluation purpose on Approach & Methodology.
- (iv) Covering Letter as per format given in Annexure – 7.
- (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 Service Provider shall prepare and submit online through website: 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 only.

Submission of Proposals through any other mode is not acceptable and shall be rejected.

UTDB, at its sole discretion, may extend the last date for proposal submission proposal submission by issuing an Addendum on the website: www.uktenders.gov.in only.

- (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 Service Provider is expected to examine all instructions, forms, terms, and specifications in the tender document. Failure to furnish all information required by the bidding documents or submission of a proposal not substantially responsive to the tender document in every respect will be at the Service Provider's risk and may result in rejection of its proposal.
- (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 this 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:

- (i) In case of the bidders, any act of interference or attempt to influence the personnel associated with the evaluation shall be viewed seriously. In addition, it may also result in declaring the proposal as invalid and blacklist such bidders for three years from the date of proposal opening.
- (ii) Information relating to the examination, clarification, evaluation and recommendation shall not be disclosed to any person not officially concerned with the process. UTDB will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. UTDB will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its

disclosure.

21. Clarifications:

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

22. Proposal Evaluation:

- (i) To assist in the examination, evaluation and comparison of Proposals, UTDB may utilize the services of Consultant/s or Advisor/s.
- (ii) Evaluation of Proposals will be done in two stages – first of Technical Proposal i.e.,

The bidders, who have necessary qualification and meet eligibility-cum-qualification criteria given above shall be considered for a presentation before the Tender Scrutiny Committee (Selection Committee of UTDB).

The presentation should cover *inter alia*:

- (a) Proposed shooting locations,
- (b) Percentage of video and still coverage,
- (c) Percentage of original (but already shot), fresh shoot and borrowed (copied with due permissions),
- (d) Shooting techniques and main equipment with quantity to be deployed,
- (e) Assignments / Contracts already executed showcasing previous experience in promoting tourism through films in India, incase of existing companies or Assignments / Contracts already executed showcasing previous experience in promoting tourism through films in India by key personnel committed to this assignment, incase of startups/ inadequate past experience,
- (f) Team members especially key personnel like script writer, cinematographer, music director, editor, music composer, singers, narrators, etc. along with their past experience,
- (g) Appropriate strategy and plan for promotion of tourism through films in Uttarakhand, and
- (h) Anything else worth considering to shortlist.

Qualifying marks for presentation is average (from members of Screening Committee) 60 marks (total 100 marks) for presentation.

The meeting Eligibility-cum-Qualification Criteria given above, and getting qualifying marks for presentation shall be considered as technically responsive and only their Financial Proposals shall be opened.

Thereafter, the agencies scoring minimum of 20 marks out of 30 for the presentation shall be considered as technically responsive and only their Financial Proposals shall be opened.

- (iii) The bidder who quotes lowest lump sum amount shall be declared as successful bidder
- (iv) In case more than one bidder has quoted same amount, the bidder having higher / highest annual financial turnover during the Financial Years of 2018-19 to 2020-21 will be declared as successful bidder.
- (v) A Proposal submitted with an adjustable price will be treated as non-responsive and rejected.
- (vi) Proposals shall be deemed to be under consideration immediately after they are opened and until such time UTDB makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting UTDB and or their employees/ representatives on matters related to the Proposals under consideration by any means directly or indirectly. In case any bidder is found violating, UTDB may take any suitable action including disqualification of the proposal.
- (vii) With regard to interpretation of provisions in this document and bidders' responsiveness, the interpretation and decision of the Technical Scrutiny Committee of UTDB shall be final and binding on all bidders.
- (viii) Further applicable Financial Evaluation and subsequent purchase preference may be considered for the bidders (enterprises) eligible under the provisions of Uttarakhand Government Order (GO) of Finance Department No. 195/XXVII (7)32/2007 TC/2019 dated 12th July 2019.

23. UTDB's Right to Accept or Reject Proposal:

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

24. Negotiation:

Ordinarily no negotiation shall be done. However, in exceptional case, where price negotiation is necessary due to some unavoidable circumstances, the same shall be resorted with the lowest evaluated responsive bidder

25. Notifications:

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

26. Acceptance of Notification of Award (NOA):

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

27. Execution of Contract:

- (i) The Successful Service Provider shall execute the Contract within two (2) weeks of the issue of LOA or such time as indicated by UTDB.
- (ii) The draft Contract is given in Annexure - 9
- (iii) UTDB will promptly notify other Service Providers that their Proposals have been unsuccessful.

28. Performance Security:

- (i) Before signing of the Contract, the Successful Service Provider shall furnish Performance Security for an amount equivalent to 10% of Contract amount including GST quoted by the Service Provider by way of DD or Banker's cheque payable in favour of "Chief Executive Officer, UTDB" at Dehradun or an irrevocable and unconditional Bank Guarantee (Annexure - 10) issued by a scheduled bank located in India in favour of UTDB with validity for 60 (sixty) days beyond the performance of the Contract. (10% may be reduced as per prevalent Government Order at the time of signing of Contract)
- (ii) The Performance security shall be forfeited and en-cashed in the following cases:
 - (a) If the Successful Service Provider withdraws midway during the work completion.
 - (b) Any other act or acts of the successful Service Provider which renders the work un-operational and UTDB establishes sufficient reasons to forfeit the performance guarantee.
- (iii) Failure of the successful Service Provider to furnish the Performance Security shall constitute sufficient grounds for the annulment of the award in which event the UTDB may make the award to the next lowest evaluated Service Provider or call for new proposals.

29. 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.

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

SCOPE OF WORK/TASKS/ACTIVITIES

The Bidder will be responsible for the following tasks:

Sl. No.	Items	Quantity (Short films + TVC)
1.	Production of 1 Minute duration Promotional short film + TVC of 30 seconds for National & International promotion on following themes	1 + 1
	i. Wellness Tourism of Uttarakhand	1 + 1
	ii. Adventure Tourism of Uttarakhand	1 + 1
	iii. Homestays	1 + 1
	iv. Trekking, Mountaineering & Aero Sports in UK	1 + 1
	v. Wildlife in UK	1 + 1
	vi. Popular destinations of UK	1 + 1
	vii. Lesser known places of UK	1 + 1
	viii. Culture & Heritage (fairs & festivals) of UK	1 + 1

Content and objectives of the films:

- I. Wellness Tourism - Yoga, Spiritual, Meditation, Ayurveda, Hath Yoga, Shirodhara, etc.
- II. Adventure Tourism - River Rafting, Skiing, and other adventure tourism activities available in Uttarakhand.
- III. Homestay – For promoting existing homestays in Uttarakhand.
- IV. Trekking, Mountaineering & Aero Sports in Uttarakhand.
- V. Wildlife in Uttarakhand
- VI. Popular Destinations of Uttarakhand
- VII. Lesser known places of Uttarakhand
- VIII. Cultural & Heritage (Fair & Festivals) of Uttarakhand.

1) Storyboard:

The agency is expected to include minimum one storyboard or concept in this proposal, in order to present a vision of how the video will be carried out, in terms of style, shots, and theme. The awarded agency (referred to as the Contractor) will work closely with UTDB personnel to develop the final storyboard for the video before filming. The video is expected to have a cinematic theme that portrays the Wellness, Adventure, Homestay, Trekking, Mountaineering & Aero Sports, Wildlife, Popular Destinations, Lesser Known places & Cultural & Heritage (Fair & Festival) of Uttarakhand. The idea is to highlight Wellness, Adventure, Homestay, Trekking, Mountaineering & Aero Sports, Wildlife, Popular Destinations, Lesser Known places & Cultural & Heritage (Fair & Festival) to the national and international gentry agencies and allow them to visually experience tourism in Uttarakhand. UTDB must give final approval on the storyboard before filming commences.

2) Filming

The agency must handle all filming, including crew, cast, and high quality 8K or Higher film equipment to be used in shooting. In the proposal, the agency must also include a tentative filming schedule that details the required number of days of filming, the equipment (details of the type of cameras required), tentative locations and the names and CVs of the filming crew and team that will work on this video.

The agency is allowed to outsource photographers/videographers as per requirement.

- a) Language version of film : English and Hindi
- b) Language of jingles : Hindi
- c) Format of the film : Full frame high-resolution 8K Ultra High Definition

- d) Presentation/ Narration/Voice : By eminent/reputed anchor
- e) Video Shootings : By professional photographers & aerial view Shooting by drone
- f) Editing & mixing : Editing on FCP (Final Cut Pro) & sound mixing Incorporating unedo software
- g) Deliverables:
- I. All the Film Mixed Masters on Hard Disk.
 - II. Unmixed copies of the film (International Track) such that the films could be dubbed in any language.
 - III. All the shot footage on Hard Disk.
 - IV. A Certificate/ undertaking on company's letterhead that all the copy rights of the films with sound/voice, music, artists, etc. rest with UTDB.

3) Editing and Post Production

The agency will edit and produce the film taking into consideration the following:

- Use of royalty free music, or music which the firm has a commercial license to use
- Use of voiceover: If necessary the agency must propose several English voiceover samples (male and female) and UTDB will make the final choice. Voiceover will not be used for the entire video.
- Use of text and graphics: Where appropriate, the Contractor must utilize graphics on screen such as the title of the video, location or activity in the video.
- Use of animation: If needed, the Contractor must utilize simple animation to illustrate a concept or explanation of a process.
- Branding: The agency must abide by UTDB branding in the production of the video, including showing the UTDB logo at the end of the video in addition to showing a disclaimer which will be provided by UTDB.
- The film duration is not to exceed 01 minute, but not less than TVC of 30 seconds for National & International promotion compatible to all platforms.

4) Delivery

The contractor must deliver the final product in a high-resolution minimum 8K, digital (compressed for internet purposes) and hard copy (DVD) format as follows:

DELIVERABLES

No.	Deliverables	Due date
1	Delivery of implementation strategy with specific timeline	1 week upon signing of award
2	Submission of draft script with storyboard, concept and script	1 week upon signing of award
3	Session with UTDB to present the storyboard and receive potential inputs used in the video	10 days upon signing of award
4	Submit final storyboard, concept and script for UTDB approval	2 weeks upon signing of award
5	Filming on location	6 weeks upon signing of award
6	Submission of first draft of video after editing and Post Production	8 weeks upon signing of award
7	Submission of final draft of video for UTDB approval	9 weeks upon signing of award
8	Delivery of final product on films in hard disk & TVCs in digital format	12 weeks upon signing of award

II. CONDITIONS OF CONTRACT

1. Definitions

- a.** In this Contract, the following terms shall be interpreted as indicated:
 - (i) "The Contract" means the agreement entered into between the UTDB and the Service Provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - (ii) "The Contract Price" means the fees payable by the Service Provider under the Contract for the full and proper performance of its contractual obligations;
 - (iii) "Services" means services required to be provided by the Service Provider covered under the Contract;
- b.** The Service provider shall permit UTDB to inspect the Service provider's accounts and records relating to this contract as per CAG / Government of India / Uttarakhand Government rules and guidelines.

2. Indemnity

- 2.1 Service Provider agrees to keep UTDB saved and harmless from and against all proven and adjudicated claims, suits or proceedings ("Claim") arising from any act committed by Service Provider or its Personnel, other than an act(s) performed at the specific instruction of UTDB.
- 2.2 The Service provider is free to take all other appropriate insurance covers to protect its own properties and employees. In any case UTDB shall not be held responsible in this behalf.
- 2.3 The agency would indemnify UTDB against any claim of copy right violation/plagiarism, etc.

3. Payment

- 3.1 The Service provider's request(s) for payment shall be made to the UTDB in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted and upon fulfillment of other obligations stipulated in the contract.
- 3.2 Payments shall be made promptly by the UTDB as per following schedule but in no case later than sixty (60) days after submission by the Service provider the invoice and acceptance by authorized authority.
 - (i) Maximum advance against Bank Guarantee 30% (to be adjusted against final bill)
 - (ii) Acceptance of draft film 50%
 - (iii) Acceptance of final version with all modifications - Balance
- 3.3 On completion of activity, the agency would submit an invoice in triplicate with supporting documents, if any, to UTDB for payment. After completion of the due procedures, in the UTDB, payment will be made by electronic transfer of funds to the bank account of the agency concerned.
- 3.4 GST as applicable will be paid on actuals.
- 3.5 For facilitating Electronic Transfer of funds, the selected agency will be required to indicate the name of the Bank & Branch, account no. (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the agency.

4. Fees

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

5. Delivery schedule:

- (i) Submission of draft script with all details as per presentation and technical proposal, besides agreed terms during negotiations, if any - within 15 days from signing of the contract
- (ii) Submission of draft promotional film - within 30 days from acceptance of the script
- (iii) Submission of final promotional film - within 10 days from acceptance of draft promotional film.

Final promotional film should accompany all Technical and Quality Checks.

6. Contract Amendments

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

7. Assignment

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

8. Liquidated Damages

- 8.1 In case of any default in service solely attributable to the Service Provider, the Service Provider can re-render the service or rectify the default. In case, even after notice of 30 days, if the service is not rectified or re-rendered, UTDB reserves the right to terminate the Contract without any liability and also has right to encash the Performance security.
- 8.2 In case any service/ item is not provided by the successful bidder, the expenses paid by UTDB to get the service/ item rendered from any other vendor will be borne by the successful bidder.
 - (i) If the delivery of any item / task / service is delayed beyond the Schedule approved by UTDB, a penalty @1% of the total contract value including GST per week would be imposed.
 - (ii) UTDB reserves the right to deduct the penalty either from Performance Bank Guarantee or from pending invoices submitted for the work already performed by the agency.

9. Termination for Default

- 9.1 The UTDB may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service provider, terminate the Contract in whole or part:
 - (i) if the Service provider fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the UTDB; or
 - (ii) if the Service provider fails to perform any other obligation(s) under the Contract.
 - (iii) If the Service provider, in the judgment of the UTDB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - (iv) If the Agency becomes insolvent or goes into compulsory liquidation.
 - (v) If the Agency submits to UTDB a false statement which has a material effect on the rights, obligations or interests of UTDB.
 - (vi) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to UTDB.
 - (vii) If the Agency fails to provide the quality services as envisaged under this Contract.
- 9.2 In the event the UTDB terminates the Contract in whole or in part, the UTDB may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Service provider shall be liable to the UTDB for any excess costs for such similar Goods or Services. However, the Service provider shall continue the performance of the Contract to the extent not terminated.

10. Force Majeure

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

11. Settlement of Disputes

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

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

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

11.4 Initially each Party shall bear its own legal costs. Finally, costs shall be borne as per Arbitration Award.

12. Other conditions:

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

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

12.3 The Bidding Documents and all attached documents are and shall remain the property of UTDB and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. UTDB will not return any Proposal or any information provided along therewith.

12.4 The Contract between successful bidder and UTDB for the execution of work shall be executed on a non-judicial stamp paper as required by the Law. Cost of judicial stamp paper of appropriate value shall be borne by the Successful bidder.

12.5 As per income Tax rules, UTDB shall deduct income Tax at source from the bills payable to the successful bidder.

12.6 GST will be deposited by Service Provider. Service Provider has to register in Uttarakhand State, if required, if not registered earlier.

12.7 Any replacement of key persons proposed in the presentation should be informed and prior written approval should be taken from UTDB.

{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 authorize 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 **producing tourism related short duration documentaries films** 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 the re of 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 Apostle certificate.

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

AFFIDAVIT

I / We,who is / are Authorised to sign and submit the proposal against your tender [title and reference number of the Invitation for proposals] do hereby undertake as follows:

- i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,
- ii. any of our personnel, representatives, sub-consultants, sub-Service Providers, service providers, Service Providers and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,
- iii. indemnify and compensate the UTDB from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,
- iv. our firm / company, M/s. and our Principal M/s. are not blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union territory administration in India 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 blacklisting.

Authorized signatory for the Service Provider

Signed: _____

Name: _____

Designation: _____

Date: _____

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

Accepted
.....
(Signature)

Witnesses:

1.

2.

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

Fraud and Corrupt Practices

- 1) The Service Providers and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, UTDB may reject an Application without being liable in any manner whatsoever to the Service Providers if it determines that the Service Providers has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 2) Without prejudice to the rights of UTDB, if any Service Provider is found by UTDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Service Providers shall not be eligible to participate in any tender or proposal issued by UTDB or by any other Agency of Government of Uttarakhand during a period of 1 (one) year from the date such Service Providers are found by UTDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3) For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of UTDB who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising there from, 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;
 - € **“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
 - € **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Service Providers with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Anti-Collusion Undertaking

1. We hereby undertake and confirm that in the preparation and submission of this proposal, we have not acted in concert or in collusion with any other Service Provider or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.
2. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or Service Provider in connection with the instant proposal.

Format for Technical Proposal – Past Experience

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

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

The Service Provider may submit more details / information to substantiate its claim for past experience.

.....

Name of the Service Provider

.....

Signature of the Authorised Person

Format for Financial Capability

Financial Year	Annual Financial Turnover (In Rs.)
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. This should be certified by CA along with his / her firm stamp and registration no. will be considered.

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 producing tourism related short duration documentaries films

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

Dated thisDay of, 2022.

Name of the Service Provider

.....
Signature of the Authorised Person

Note:

***On the Letterhead of the Service Provider.

Format for Financial Proposal

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

CONTRACT FORM

THIS AGREEMENT made theday of....., 2019 between..... (Name of UTDB) (Hereinafter called "the UTDB") represented byof the one part and..... (Name of Service Provider) of (Hereinafter called "the Service Provider ") represented by of the other part:

WHEREAS the UTDB is desirous that certain Goods and ancillary services viz., **producing tourism related short duration documentaries films** (Brief Description of Goods and Services) and has accepted a proposal by the Service Provider for the same in the sum of (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Power of Attorney;
 - b) Affidavit;
 - c) Covering letter;
 - d) Price Schedule uploaded by the Service Provider;
 - e) Scope of Services;
 - f) Conditions of Contract;
 - g) Notification of Award;
 - h) Minutes of pre-contract negotiation meeting; and
 - i) Performance Security;
3. In consideration of the payments to be made by the UTDB to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the UTDB to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The UTDB hereby covenants to pay the Service Provider in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the services which shall be provided by the Service Provider are as under:

TOTAL VALUE:

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 Service Provider)

Witness: 1

Witness: 2

(Proforma of Performance Bank Guarantee)

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

In favour of

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

WHEREAS

By the Contract entered into between UTDB and _____, a company incorporated under the provisions of the Companies Act, 2013 / registered under....., having its registered office/ permanent address at _____ (“the Service Provider”), has been granted the permission for **producing tourism related short duration documentaries films** for a period of three years (hereinafter referred to as “the work”).

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

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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

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

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

In order to give effect to this Guarantee, UTDB shall be entitled to treat the Guarantor as the Principal Debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents or by the extension of time for performance granted to the Service Provider or

postponement/non exercise/ delayed exercise of any of its rights by UTDB or any indulgence shown by UTDB to the Service Provider and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by UTDB or any indulgence shown by UTDB, provided nothing contained wherein shall enlarge the Guarantor's obligation hereunder.

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

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

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

SIGNED AND DELIVERED

by

_____ Bank

by the hand of Shri _____

its _____ and authorised official.

(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)