

No.1269/2022

Dated 31st May 2022

Subject: Invitation for submission of bids through e-procurement portal for supply of Wrist Band for Yatris during Chardham Yatra for UTDB following Uttarakhand Procurement Rules, 2017.

Tender Schedule

Date of downloading tender document	From 05:00 PM on 31.05.2022
Last date for seeking clarification, if any	Upto 2:00 PM on 02.06.2022
Start date and time for uploading of bids in e-Procurements platform	Upto 12:00 Noon on 01.06.2022
Last date and time for uploading of bids in e-Procurement platform	Upto 12:00 Noon on 06.06.2022
Time and date of opening of Technical Bids	at 12:30 PM on 06.06.2022
Time and date of opening of Financial Bids	Tentatively at 11:30 AM on 07.06.2022
Place of Opening of quotations and Address for communication	Conference Hall of Office, Uttarakhand Tourism Development Board (UTDB) Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun- 248 003

I. Instruction to Bidder (ITB)

1. Uttarakhand Tourism Development Board (UTDB) invites bids through e-procurement portal for supply of Wrist Band for Yatris during Chardham Yatra as per details given in this tender following Uttarakhand Procurement Rules, 2017.
2. Technical Specifications are given before beginning of Annexure Section in this bid document.
3. Eligibility-cum-Qualification Criteria:
 - i) Should be a legal entity as per Indian Law.
 - ii) Should have been in existence for minimum three years as on the last date for bid submission.
 - iii) Should have GST registration.
 - iv) A Power of Attorney for signing of bid needs to be furnished in favour of the Authorized Signatory as per format provided in Annexure - 8.
 - v) Affidavit as per format provided in Annexure – 10.
 - vi) Affidavit regarding previous five years litigation history as per Annexure - 11
 - vii) The bidder should not have been black listed as on the last date of bid submission by any Ministry / Department / under taking of Government of India or any State or Union Territory Administration.
 - viii) If any bidder, during three years prior to last date for bid 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.

- ix) Should have executed successfully contract/s of not less than Rs. 2 lakhs for printing work in any one year during financial years 2018-19, 2019-20 & 2020-21 as per Annexure - 5 (submit Client's certificate or CA certificate).
- x) Should have achieved an Average annual turnover during the financial years 2018-19, 2019-20 &, 2020-21 of not less than Rs. 5 Lakhs as per format given in Annexure-7.

(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.)

- 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 bid 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. Bid Preparation Cost:
The Bidder shall be responsible for all the costs associated with the preparation of its bid and its participation in the bidding process. UTDB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.
 7. Clarifications:
Bidders may seek clarification on the tender document through e-mail to Publicity Section at utdbplanning@gmail.com with CC. to procurement.utdb@gmail.com till the prescribed time at under Tender Schedule in Page 1.
 8. Amendment of Bid Document:
 - a) At any time prior to the Bid due date, UTDB may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid Document through Addendum / Corrigendum which will be posted on the website: www.uktenders.gov.in only.
 - b) 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 Bid Due Date.
 9. Tender fee of Rs. 2,300 (Rs. 2,000 + GST 18%) to be paid online as per details given under ITB Clause No. 10 (b) before technical bid opening. **In case of non-payment within the stipulated time, the bid shall be summarily rejected.**
 10. Earnest Money Deposit (EMD):
 - a) EMD for an amount of Rs. 9,000 (Nine thousand only) to be paid online as per details given below before technical bid opening. **In case of non-payment within the stipulated time, the bid shall be summarily rejected.**
 - b) The **Tender fee and EMD** should be remitted through **net banking**. The details are:
 - (i) Beneficiary name – CEO Uttarakhand Tourism Development Board Dehradun
 - (ii) Bank's name – Indian Bank
 - (iii) Account Number - 50517934250
 - (iv) Branch – Nimbuwala, Garhi Cantt
 - (v) Address – Nimbuwala, Garhi Cantt, Dehradun
 - (vi) IFSC – IDIB000N599

(vii) GST No. – 05AAALU0031F1ZK

(viii) PAN – AAALU0031F

- c) 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.
- d) 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.
- e) The Earnest Money shall be forfeited in the following cases:
 - (i) If the Service Provider withdraws its bid during the interval between the last date for bid submission and expiration of the bid validity period; and
 - (ii) If the Successful Service Provider fails to provide the Performance Security within the stipulated time or any extension thereof provided by UTDB.
- f) Bids of lesser value shall be summarily rejected as non-responsive.
- g) 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).

11. Pre Bid Meeting- Deleted

12. Validity of Bid:

- a) The Bid shall be valid for not less than 60 (Sixty) days from the last date for bid submission (but excluding the day of bid submission). Bids of lesser validity shall be summarily rejected as non-responsive.
- b) Prior to expiry of the original Bid 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 EMD. The bid of any bidder refusing to extend the EMD shall be returned and shall not be included in the further bid process. A Bidder agreeing to the request of extending the EMD will not be allowed to modify its Bid, but would be required to extend the validity of its EMD for the period of extension.

13. Bidders may note that UTDB will not entertain any deviations to the BID Document at the time of submission of the Bid or thereafter. The Bid 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 BID Document with all its contents including the Contract. Any conditional Bid 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 Bid:

- a) Bidders would provide all the information as per this Bid Document and in the specified formats. UTDB reserves the right to reject any Bid that is not in the specified formats.
- b) The Bid should be submitted in two folders as provided in the e-portal – Technical and Financial bids.
- c) Covering Letter as per format given in Annexure – 2
- d) Technical bid envelope should include:
 - All the documents required as per this RFP except Financial Bid.**
 - No financial information like price should be given in the Technical Bid, in which case the bid shall be summarily rejected.**
- e) Financial bid envelope:
 - As per BoQ in the financial folder.
- f) The Bidder shall prepare and submit online through website: www.uktenders.gov.in

scanned copies of original documents comprising the Bid as described above.

- g) Bids should be submitted / uploaded on the website: www.uktenders.gov.in only. **Submission of Bids through any other mode is not acceptable and shall not be considered.**
- h) UTDB, at its sole discretion, may extend the last date for bid submission bid submission by issuing an Addendum only on the website: www.uktenders.gov.in.
- i) Late Bids: It may be noted that the e-portal will not accept any Bid after the specified due time as per its server clock.
- j) 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 quotation.
- k) **(a) Original Power of Attorney (as per format), (b) Original Affidavit** (as per format) and **(c) Original Affidavit for litigation history** (as per format) shall be submitted in person or through registered post / speed post / courier to Planning Section of UTDB, Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun, **before technical bid opening**. The Bid 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 bid shall be summarily rejected. No other original documents are required at this stage.**
- l) If the office happens to be closed on any day given in the Tender Schedule, same stands postponed to the next working day.

16. Modification and Withdrawal of Bids:

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

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

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

19. Bid Opening:

- a) Bidders' representatives who choose to be present may attend the bid opening.
- b) If the office happens to be closed on the date of receipt of the quotations as specified, the quotations will be opened on the next working day at the same time and venue.

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 Bid 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.

While the Bids 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 Bids under consideration by any means.

21. Clarifications:

To assist in the process of evaluation of Bids, 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 be bid

submission time and same could be verified independently. However, no change in the substance of the Bid would be permitted by way of such clarifications. The request for clarification and the response shall be in writing or e-mail or by facsimile.

22. Bid Evaluation:

- a) To assist in the examination, evaluation, and comparison of Bids, UTDB may utilise the services of consultant/s or advisor/s.
- b) Evaluation of bids will be done in two stages – first of Technical Bid, if found responsive, followed by Financial Bid.
- c) The lowest evaluated responsive bid for respective category shall be declared as the successful bid.
- d) In case more than one bidder has quoted same price, the bidder having higher average annual financial turnover for the consider period will be declared as successful bidder.
- e) A bid submitted with an adjustable price will be treated as non-responsive and rejected.
- f) 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.
- g) 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 Bid:

- a) UTDB reserves the right to accept or reject any or all of the Bids 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 Contract, without liability or any obligation for such acceptance, rejection or annulment.
- b) UTDB reserves the right to reject any Bid including that of the Preferred bidder if:
 - i) 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
 - ii) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Bid.
- c) If such disqualification/ rejection occurs after the Financial Bids have been opened and the highest ranked Bidder gets disqualified / rejected, then UTDB reserves the right to:
 - i) either invite the next highest ranked Bidder to match the Financial Bid submitted by the highest ranked Bidder; OR
 - ii) 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:

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

26. Acceptance of Notification of Award (NOA):

Within three (3) days from the date of issue of the NOA, the Successful Service Provider shall confirm their acceptance of the NOA.

27. Execution of Contract:

- a) The Successful Bidder shall execute the Contract within one (1) week of the issue of NOA or such time as indicated by UTDB.
- b) UTDB will promptly notify other Bidders that their Bids have been unsuccessful and their Bid Security will be returned as promptly as possible in any case not later than 30 (thirty) days from the date of announcement of the Successful Bidder.

28. Performance Security:

- a) Before signing of the Contract, the Consultant shall furnish Performance Security for an amount equal to 10% of contract value including GST by way of an irrevocable and unconditional 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:
- b) The Performance security shall be forfeited and en-cashed in the following cases:
 - i) If the Successful Service Provider withdraws midway during the work completion.
 - ii) 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.
- c) 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 bids.

29. Suspension for participation in UTDB tenders: Withdrawing the bid 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

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 Supplier, 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 price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
 - (iii) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the UTDB under the Contract;
 - (iv) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (b) The Supplier shall permit UTDB to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by independent auditors appointed by UTDB, if so decided.

2. Indemnity

The Supplier shall indemnify UTDB against all third-party claims arising out of this Contract including any legal and financial issues.

3. Payment

- (a) The method and conditions of payment to be made to the Supplier (in Indian Rupees) under this Contract shall be 100% after inspection and acceptance of Goods.
- (b) The Supplier'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.
- (c) Payments shall be made promptly by the UTDB but in no case later than sixty (60) days after submission by the Supplier the invoice and acceptance by authorized authority.

4. Prices

- (a) Prices shall not vary from the prices quoted by the Supplier in its bid during the period of the Contract.
- (b) Suppliers 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. Period of Contract & Delivery Schedule

For one year from signing of Contract. Delivery schedule is as given in the Schedule of Requirement. Quantity may be increased during the Contract period.

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 Supplier 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

If the Supplier 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, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% per week for the goods to be delivered and installed up to a maximum deduction of 10% of the Performance Security amount. Once the maximum is reached, the UTDB may consider termination of the Contract.

9. Termination for Default

- (a) The UTDB may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - (i) if the Supplier 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 Supplier fails to perform any other obligation(s) under the Contract.
 - (iii) If the Supplier, in the judgment of the UTDB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (b) 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 Supplier shall be liable to the UTDB for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

10. Force Majeure

The Supplier 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

- (a) The UTDB and the Supplier 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.
- (b) 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 Supplier may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Arbitration proceedings shall be conducted by a sole Arbitrator to be agreed by both parties, failing which the Arbitrator shall be nominated by the President, Indian Council of Arbitration in accordance with Arbitration and Conciliation Act, 1996.
- (c) All disputes shall be subject to jurisdiction of courts in Dehradun.

SCHEDULE OF REQUIREMENT

Sl. No.	Description	Technical Specifications
1	Wrist Band for Yatris during Chardham Yatra	(i) 100 GSM DP Paper (ii) Band width – 19 mm (iii) Band length - 254 mm (iv) Back side gumming and front side multicolored print (v) QR code with serial number (vi) Eco-Friendly

Required Quantity: 10 Lakhs

DELIVERY SCHEDULE:

Consignee Name and Address	Delivery Schedule
DTDO, Rudraprayag, Uttarakhand	2 Lakhs within 3 days from Contract Date. Balance as and when required within 3 days from Supply Order

**Chief Executive Officer,
Uttarakhand Tourism Development Board**

Fraud and Corrupt Practices

- 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 an 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 BID 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 Supply Undertaking ***

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

Dear Sir,

Ref.: Invitation for submission of bids through e-procurement portal for supply of Wrist Band for Yatris during Chardham Yatra 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 bid and we hereby submit our bid.
2. We have uploaded Technical and Financial Bids appropriately on the e-procurement portal: www.uktenders.gov.in
3. We confirm that our bid is valid for a period of 120 (one hundred and twenty) days from last date for bid submission.
4. We hereby agree and undertake as under:
Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our bid we hereby represent and confirm that our bid 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 bid 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 Undertaking

1. We hereby certify and confirm that in the preparation and submission of this Bid, 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 Bid.

Dated thisDay of, 2022

Name of the Bidder

.....
Signature of the Authorised Person

(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 Upadhyay 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 Supplier”), has been granted the Supplier for **supply of Wrist Band for Yattris during Chardham Yatra for UTDB** for a period of one year (hereinafter referred to as “the work”).

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

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

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

A. Past Experience of 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

Note:

Bidder may submit in the absence of copies of contracts / invoices, a certificate by CA confirming that the bidder has executed the contract/s for value not less than the required qualification.

Format for Financial Bid ***

As per BoQ in the Financial Folder.

Format for Financial Capability

Financial Year	Amount (in Rs.)
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 duly certified by CA along with his / her firm stamp and registration no. will be considered.

{Note:

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

Power of Attorney for signing of Bid

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 bid for **supply of Wrist Band for Yatris during Chardham Yatra for UTDB**; Work proposed by Uttarakhand Tourism Development Board, (the “UTDB”) including but not limited to signing and submission of all applications, bids 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 bid, and generally dealing with UTDB in all matters in connection with or relating to or arising out of our bid 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") of the one-part and..... (*Name of Supplier*) of (Hereinafter called "the Supplier") of the other part:

WHEREAS the UTDB is desirous that certain Goods and ancillary services viz., (*Brief Description of Goods and Services*) and has accepted a quotation by the Supplier for the supply of those goods and services 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) Performance Security; and
 - i) Minutes of pre-contract negotiation meeting
3. In consideration of the payments to be made by the UTDB to the Supplier as hereinafter mentioned, the Supplier 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 Supplier 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 goods and services which shall be supplied /provided by the Supplier are as under:

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

Signed, Sealed and Delivered by the
said

(For the UTDB)

(For the bidder)

Witness: 1

Witness: 2

(To be given on Stamp paper of value not less than Rs. 100, and also should be Notarised.)

AFFIDAVIT

I / We, who is / are Authorised to sign and submit the bid against your IFB [title and reference number of the Invitation for Bids] 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-Suppliers, service providers, Suppliers 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 bid, 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]*

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

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)