



**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**

**Invites**

**Request for Proposal**

**For**

**Selection of a Service Provider for Concept Planning, Development, Operation, Maintenance and Management of Tent City and organizing “Tehri Mahotsav” at Tehri Lake Front, District Tehri, Uttarakhand**

**Issued on 13.10.2023**

**Client:** Chief Executive Officer (CEO)  
Uttarakhand Tourism Development Board  
Pt. Deen Dayal Upadhyay, Paryatan Bhawan,  
Near O.N.G.C. Helipad, Nimbuwala,  
Garhi Cantt, Dehradun

## DISCLAIMER

The information contained in this Request for Proposals document (“RFP”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Client to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process.

The Client also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP.

The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Client is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the assignment and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## Proposal Submission Procedure: -

- (a) The proposal documents shall be published online on the e-Government Procurement System (e-GPS) portal i.e. <http://www.uktenders.gov.in> on the date and time as mentioned in the tender time schedule (Key Dates).
- (b) The Proposal must be submitted online through [www.uktenders.gov.in](http://www.uktenders.gov.in) only within the scheduled time. Submission of the proposal in any other mode shall not be entertained and shall be rejected. The e-portal shall not accept any late proposal as per Server clock.
- (c) All the interested bidders are required to register on e-GPS portal i.e. <http://www.uktenders.gov.in> which is free of cost.
- (d) The bidder is also required to obtain Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). Digital Signature is mandatory to participate in the e-tendering. More information on how to obtain a DSC and also its use is available under the link "Information about DSC" on the e-GPS portal i.e. <http://www.uktenders.gov.in>. Bidders already possessing the digital signature issued from authorized CAs can use the same in these tenders.
- (e) Proposals shall be submitted online on the same e-GPS portal i.e. <http://www.uktenders.gov.in> after signing them electronically using a Digital Signature Certificate (DSC) within the stipulated time as mentioned in tender time schedule (Key Dates). Online Proposals, ready for submission / upload, shall include bidding document, scanned copy of Cost of bidding document, proposal security & all the Supporting Documents in support of qualification other than rates filled by the bidder in BOQ.
- (f) Offline submission of Original Documents: - The bidders are also required to submit original documents listed in Clause 14 of I.T.B., either by registered post / speed post or by hand, in the office UTDB Dehradun within prescribed time. UTDB will not be responsible for any reason for non-receipt of the required original documents within prescribed time.
- (g) Proposals will be opened in the office of the UTDB, Dehradun by the designated Tender Opening Committee in the presence of intending bidders or their authorized representatives on the date and time as mentioned in tender time schedule (Key Dates) If the office happens to be closed on the date of opening of the Proposals as specified, the proposals will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of proposals.
- (h) The proposals shall remain valid for a period not less than 120 days from deadline date of proposal submission.
- (i) Bidders are advised to visit the respective sites before quoting their rates. Once the proposals are accepted, no claim whatsoever will be acceptable.
- (j) A pre-proposal meeting to clarify the issues regarding the tenders is proposed to be held in the Office UTDB Dehradun on date & time as stipulated in ITB Clause 13.
- (k) Any Addendum / Corrigendum including any date extension and clarifications will be uploaded on [www.uktenders.gov.in](http://www.uktenders.gov.in) and will not be published in newspapers. Hence, interested bidders should regularly visit this website to keep them abreast with the latest developments
- (l) UTDB shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any proposal updates, the Authority shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this proposal.

**LETTER OF INVITATION**

1. Uttarakhand Tourism Development Board (UTDB) invites proposals from all eligible bidders for selection of a Service Provider for Concept Planning, Development, Operation, Maintenance and Management of Tent City and organizing “Tehri Mahotsav” at Tehri Lake Front, District Tehri, Uttarakhand. More details on the services are provided in the Scope of Work in this RFP.
2. The Bidder offering **Highest Annual Fees** to the Client shall be the successful bidder as described in this RFP and in accordance with Uttarakhand Procurement Rules, 2017.
3. The Technical and Financial Proposals shall be submitted online through [www.uktenders.gov.in](http://www.uktenders.gov.in) only. No other mode of submission shall be accepted / considered. The Bidders will submit the proposal by the date & time indicated in Data Sheet.

Yours sincerely,

Chief Executive Officer (CEO)  
Uttarakhand Tourism Development Board  
Pt. Deen Dayal Upadhyay, Paryatan Bhawan,  
Near O.N.G.C. Helipad, Nimbuwala,  
Garhi Cantt, Dehradun– 248 003  
E-mail: [publicityutdb@gmail.com](mailto:publicityutdb@gmail.com)

## **I. INSTRUCTION TO BIDDER (ITB)**

Uttarakhand Tourism Development Board (UTDB) invites proposals through e-procurement portal for Concept Planning, Development, Operation, Maintenance and Management of Tent City and organizing “Tehri Mahotsav” at Tehri Lake Front, District Tehri, Uttarakhand as per details given in this tender following Uttarakhand Procurement Rules, 2017.

### **1. Definitions:**

- (a) “**Client**” means the Agency who have invited the Proposals and/ or with which the selected Bidder signs the Contract for the Services and to which the selected Bidder shall provide services as per the terms and conditions and Scope of Work of the contract.
- (b) “**Bidder**” means any entity or person or associations of person who have been requested to submit their proposals.
- (c) “**Contract**” means the Contract signed by the Parties and all the attached documents.
- (d) “**Day**” means calendar day.
- (e) “**Government**” means the Government of Uttarakhand.
- (f) “**Instructions to Bidders**” means the document which provides Bidders with information needed to prepare their proposals.
- (g) “**Proposal**” and “**Bid**” means the Technical Proposal and the Financial Proposal.
- (h) “**RFP**” means the Request for Proposal prepared by the Client for the selection of Bidders.
- (i) “**Assignment / job**” means the work to be performed by the Bidder pursuant to the Contract.
- (j) “**Sub-contract**” means any person or entity with whom the Bidder subcontracts any part of the Assignment/job.
- (k) “**Scope of Work**” means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Bidder.
- (l) “**Good Industry Practice**” shall mean practices, methods, techniques and standards as changed from time to time that are generally accepted for use in the infrastructure, construction and real estate industry or any other good industry practice which is relevant to the said project.
- (m) “**Services**” means the work to be performed by the Bidder pursuant to the contract.
- (n) “**Document Fees**” means the amount to be paid to UTDB as Charges for the Bid Document/RFP.
- (o) “**Proposal Security**” stands for Earnest Money Deposit (EMD) and have the same meaning.

THE WORDS AND EXPRESSIONS BEGINNING WITH CAPITAL LETTERS AND DEFINED IN THIS DOCUMENT SHALL, UNLESS REPUGNANT TO THE CONTEXT, HAVE THE MEANING ASCRIBED THERETO HEREIN.

## 2. Introduction:

Uttarakhand – The Land of Gods is known for its pristine beauty, salubrious climate, unique cultural heritage and thrilling adventure activities.

The state is home to some of the highest mountain peaks in the country, is home to the holy Ganga and Yamuna and many other rivers. The state boasts of an enviable variety of flora and fauna with beautiful water bodies spread across the state.

The Tehri Lake is located in the Tehri District of Uttarakhand at a distance of approx. 80 km from Dehradun (Jolly Grant) Airport and 300 km from Delhi. The Tehri Lake has become a hotspot for various water and aerial adventure sports activities.

Through the proposed project, UTDB intends to develop a temporary tent city and host Tehri Mahotsav on the Tehri Lake Front and promote it as an event/activity of international repute.

The proposed project is slated to be the first ever such Destination Development project with temporary accommodation and other facilities in the state of Uttarakhand showcasing the rich cultural traditions of the state.

## 3. Schedule dates of the RFP

The following shall be the schedule dates of Selection Process:

Sl. No.	Event Description	Date	Time
1	Uploading of Request for Proposal on e-portal	13.10.2023	3:00 PM
2	Pre-Proposal Meeting	20.10.2023	12:00 Noon
3	Last date for receiving Queries/Suggestions	21.10.2023	3:00 PM
4	Start and time for uploading of proposals in e-Procurement platform	26.10.2023	3:00 PM
5	Last date and time for uploading of proposals in e-Procurement platform	04.11.2023	3:00 PM
6	Time and date for opening of Technical Proposals	04.11.2023	3:30 PM
7	Date of Presentation	To be intimated later	
8	Time and date for opening of Financial Proposals	To be intimated later	
9	Venue of pre-proposal meeting and opening of proposals	Uttarakhand Tourism Development Board Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun – 248 003	

- 3.1 The Bidders shall adhere to the date and time and address for submission of the proposals.
- 3.2 The Bidders are invited to submit a Technical Proposal and a Financial Proposal.
- 3.3 Each Bidders shall submit one proposal only. No Bidder or its Associate shall submit more than one Proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified.
- 3.4 Bidders should familiarize themselves with Local conditions and take them into account in preparing their Proposals.
- 3.5 Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. Client will not be responsible in any way liable for such costs, regardless of the conduct or outcome of bidding.

- 3.6 The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- 3.7 The Proposal as well as all related correspondence exchanged by the Bidders and the Client shall be written in English language.
- 3.8 The Bidders are required to submit Technical Proposal on the prescribed formats. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.**

#### **4. Eligible Bidders:**

- 4.1 Applicants must carefully read the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility shall be considered for evaluation.
- (i) Firms registered in India for at least last 10 Financial Years prior to the Bid Submission Dates engaged in the business of creating and providing temporary accommodation and ancillary infrastructure for large gatherings such as Kumbh Mela, Tent Cities, Camping Sites etc. (Copy of Certificate of Incorporation with Memorandum & Articles of Association of the firm. **OR** Copy of Partnership Deed **OR** Self-Declaration by Proprietor)
  - (ii) Joint Venture (JV) is not permitted.
  - (iii) If any bidder, during three years prior to last date for proposal submission, has not signed the Contract after issue of Letter of Award (LOA) by UTDB or failed to execute the Contract after signing for UTDB, is not eligible against this tender.
  - (iv) 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.
  - (v) Bidders Must have operated at least three similar Tent Cities at different locations with a minimum of 50 room tents in each Tent City in the last five Financial Years (only those tent cities will be considered which have operated for minimum 90 days in a year). (2018-19, 2019-20, 2020-21, 2021-22 and 2022-23). (Copies of Completion Certificates mentioning the period and nature of work)
  - (vi) Bidders should have minimum average annual turnover of Rs. 50 crores from related business in the last five Financial Years combined together. (2018-19, 2019-20, 2020-21, 2021-22 and 2022-23). (Certificate from Chartered Accountant with UDIN mentioning turnover from the business of providing temporary accommodation and ancillary infrastructure as per Annexure -7)
  - (vii) Bidders Net Worth in last financial year 31<sup>st</sup> March 2023 should be at least 10 Crore.
  - (viii) 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.

#### **5. The Proposal:**

- 5.1 The Bidders are required to submit their proposals in two folders:

**Folder 1: Technical Proposal**

**Folder 2: Financial Proposal**

Essential Submissions required in the proposals are mentioned below: -

**A. Technical Proposal:** -Technical Proposal shall consist of;

- (i) Covering Letter on format.
- (ii) Power of Attorney in favor of authorized representative, (If the proposal is signed by proprietor or MD then POA is not required).
- (iii) Affidavit of Correctness on format.
- (iv) Litigation Certificate on format.

- (v) GST Registration Certificate.
- (vi) PAN registration Certificate.
- (vii) Proof of Tender Document Fee.
- (viii) Proof of Earnest Money Deposit (EMD).
- (ix) Turnover Certificate on format.
- (x) Past Experience Form on format.
- (xi) Organization Profile on format
- (xii) Bid Securing Declaration on format

**B. Financial Proposal:**

As per the BoQ in financial folder.

6. The Service Providers should submit along with the proposal, all relevant documents to establish their eligibility.

**7. Tender Document Fee:**

Bidders are required to submit a non-refundable Tender fee of Rs. 5,900/- (Rupees 5,000/- + GST) in the form of DD / Banker's cheque from a Scheduled Bank, drawn in favour of "CEO, UTDB" payable at Dehradun OR to be paid online as per details given under ITB Clause No. 8.7 before opening of technical proposals. **In case of non-submission of the required Tender Document Fee within time will lead to rejection of the proposal.**

**8. Earnest Money Deposit (EMD):**

- 8.1 Bidders are required to submit a refundable EMD of Rs. 2 (two) Lakhs only in the form of DD / Banker's cheque from a Scheduled Bank, drawn in favour of "CEO, UTDB" payable at Dehradun OR to be paid online as per details given under ITB Clause No. 8.7. **In case of non-submission of the required EMD within time will lead to rejection of the proposal.**

8.2 No interest shall be payable by the Client for the sum deposited as Earnest money deposit.

8.3 EMD shall be valid for a period of 60 days beyond bid validity period.

8.4 The EMD of the unsuccessful Bidders would be returned within one month of signing of the contract with successful Bidder. EMD of successful bidder shall be returned after submission of the required Performance Security and signing of the Contract.

8.5 Bids accompanied with lesser value of EMD or Tender Document Fee shall be summarily rejected as non-responsive.

8.6 The EMD shall be forfeited by the Client in the following events:

- (a) If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- (b) If the Proposal is varied or modified in a manner not acceptable to the Client after opening of Proposal during the validity period or any extension thereof.
- (c) If the Bidder tries to influence the evaluation process.
- (d) If the successful Bidder fails to submit the required Performance Security and sign the contract within prescribed time.

8.7 Bank details for net-banking 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



8.8 The bidders (enterprises) complying with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20<sup>th</sup> August 2019 shall be eligible for the applicable exemptions. Such bidders availing the exemption for EMD shall submit “Bid Securing Declaration” in lieu of EMD as per format provided in Annexure - 13.

**9. 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.

**10. Clarifications:**

10.1 Bidders requiring any clarification on the tender document through e-mail to [publicityutdb@gmail.com](mailto:publicityutdb@gmail.com) with CC to [procurement.utdb@gmail.com](mailto:procurement.utdb@gmail.com) prior to the time and date given in the ITB Clause 2.1.

10.2 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.

**11. Amendment of RFP Document:**

11.1 At any time prior to the Proposal Due Date, UTDB may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Proposal Document through Addendum / Corrigendum which will be posted on the website: [www.uktenders.gov.in](http://www.uktenders.gov.in) only.

11.2 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.

**12. Validity of Proposal:**

12.1 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.

12.2 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.

**13. Pre-Proposal Meeting:**

13.1 To clarify and discuss issues with respect to the work and the proposal, an online Pre-Proposal meeting will be held on the date, time and place indicated in the Tender Schedule given in ITB Clause 3 of this document. In addition, participation through **Video Conference (VC)** will also be facilitated, link for the VC will be provided on request. Attendance of the bidders at the Pre-Proposal meeting is not mandatory. **But it is highly recommended to attend pre-proposal meeting for understanding the provisions of RFP and selection process.**

13.2 During the course of Pre-Proposal conferences, 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.

**14. Original Documents Required:**

14.1 The Bidder shall submit the below mentioned original documents through in person or 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, before last date and time for opening of Technical Proposal. Non submission of the required original submissions within scheduled time may lead to rejection of the proposal.

- (a) Original Document Fee (not required in case on online payment);
- (b) EMD (not required in case on online payment);
- (c) Power of Attorney (if applicable) and;
- (d) Affidavit.

**No other original documents are required at this stage.**

15. 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.

16. No interpretation, revision, or other communication from UTDB regarding this solicitation is valid unless posted on website: [www.uktenders.gov.in](http://www.uktenders.gov.in).

**17. Submission, Receipt and Opening of Proposal:**

17.1 The Bidders submit their Technical and Financial Proposals online through [www.uktenders.gov.in](http://www.uktenders.gov.in) only in the respective formats. **Submission of Proposals through any other mode is not acceptable and shall be rejected.**

17.2 Technical Proposal shall be uploaded in the prescribed format along with scanned copy of Proposal Document Fee, EMD and other supporting documents as per the RFP in the “Technical Folder” on e-portal. Similarly, Financial Proposal shall be uploaded in the “Financial Folder” in the prescribed format as per the BoQ.

17.3 An authorized representative of the Bidders shall initial all pages of the Technical Proposal. The authorization shall be in the form of a written Power of Attorney accompanying the Proposals.

17.4 UTDB, at its sole discretion, may extend the last date for Proposal submission by issuing an Addendum on the website: [www.uktenders.gov.in](http://www.uktenders.gov.in) only.

17.5 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 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.

**18. Modification and Withdrawal of Proposals:**

18.1 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.

18.2 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 EMD.

19. 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.

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

**21. Proposal Opening:**

21.1 Bidders' representatives who choose to be present may attend the Proposal opening.

21.2 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.**

**22. Confidentiality:**

22.1 In case of the bidders, any act of interference or attempt to influence the personnel associated with the evaluation shall be viewed seriously; and may also result in declaring the proposal as invalid.

22.2 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.

**23. Proposal Evaluation:**

23.1 To assist in the examination, evaluation and comparison of Proposals, UTDB may utilize the services of Consultant/s or Advisor/s.

23.2 Evaluation of Proposals will be done in two stages – first of Technical Proposal i.e.,

After meeting eligibility criteria, Bidders shall be shall be invited for a Presentation which should be based on the Scope of Work given in this document.

23.3 The financial proposals of only those bidders will be opened who have obtained **minimum 70** marks out of 100 marks in the presentation. The bidder who quotes highest lump sum amount shall be declared as successful bidder. H<sub>1</sub> bidder shall be calculated on total net positive amount over 10-year period.

23.4 From the time Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Client in the examination, evaluation, ranking of Proposals and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.

23.5 TSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

23.6 Financial proposals of only those firms who are technically qualified shall be opened publicly in the presence of the Bidders' representatives who choose to attend.

23.7 The TSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections, the items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal no corrections are applied to the Financial Proposal in this respect.

23.8 As part of Evaluation, UTDB reserves the right to seek additional information and / or documents from individuals / organizations referred to in the Proposals. Further, to assist in the process of evaluation, UTDB may also seek from Bidders documents 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.

23.9 In addition, the Client reserves the right to verify the authenticity of documents / information from any source, including with the client/s of respective project / assignment.

23.10 With regard to Qualification criteria, Evaluation criteria and Bidders' proposals, the interpretation and decision of the TSC shall be final and binding on all Consultants.

#### **24. UTDB's Right to Accept or Reject Proposal:**

24.1 UTDB reserves the right to accept or reject any or all of the proposals with or 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.

24.2 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.

24.3 If such disqualification/ rejection occurs 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 highest ranked Bidder to match the Financial Proposal submitted by the Successful Bidder; OR

(b) Take any such measure as may be deemed fit in the sole discretion of UTDB, including annulment of the bidding process.

#### **25. Negotiation**

Ordinarily no negotiation shall be done. However, where price negotiation is necessary in the opinion of UTDB the same shall be resorted to with the highest ranked bidder.

#### **26. Notifications:**

26.1 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.

26.2 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.

#### **27. Acceptance of Letter of Award (LOA):**

Within three (3) days from the date of issue of the LOA, the Successful bidder shall confirm acceptance of the LOA.

#### **28. Execution of Contract:**

28.1 The Successful Service Provider shall execute the Contract within seven (7) days of the issue of LOA or such time as indicated by UTDB.

28.2 The draft Contract is given in Annexure – 10.

#### **29. Performance Security:**

29.1 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-11) issued by a scheduled bank located in India in favour of UTDB with validity for 60 (sixty) days beyond the performance of the Contract.

- 29.2 The Performance Security of the Service Provider shall be returned by UTDB without any interest within 1 month of the completion of the contract tenure subject to terms and conditions of the contract.
- 29.3 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.
- 29.4 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 highest evaluated Service Provider or call for new proposals.

**30. Suspension for participation in UTDB tenders:** Withdrawing the proposal or failure to sign the Contract or its execution in full or part after signing shall result in suspension from participation in the tenders of UTDB of the bidder 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.

**31. Debriefing and Appellate:**

- 31.1 Any bidder may request in writing to CEO, UTDB for debriefing after award of contract.
- 31.2 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. SCOPE OF WORK**

Broadly, the Scope of Work shall include the following:

1. Conceptual Design and Erection of the Tent City
2. Activity Plan for the Tent City
3. Tehri Mahotsav Plan
4. Marketing and Promotion Plan
5. Safety and Security Plan
6. Solid Waste Management Plan
7. Staff Plan

### **1. Conceptual Design and Erection of the Tent City**

The Service Provider shall have to create a Concept Plan and layout of the Tent City, to be duly approved by UTDB including, but not limited to, the following:

<b>Facility</b>	<b>Minimum Area</b>	<b>Number of units</b>
Room Tents (Base Category)	350 Sqft per tent	25-30
Room Tents (Premium Category)	550 Sqft per tent	10-15
Room Tents (Luxury Category)	800 Sqft per tent	3-5
Dining Area/Restaurant	2000 Sqft	1
Bar Area	400 Sqft	1
Lounge	1500 Sqft	1
Recreation Area Indoor	1000 Sqft	1
Recreation Area Outdoor	30000 Sqft	1
Kitchen	1500 Sqft	1
Amphitheater	2000 Sqft	1
Yoga Room	1000 Sqft	1
Public Area restrooms	300 Sqft	Separate for Male and Female
Performance Area with seating of around 300	3000 Sqft	1

- To create the Base Structure – RCC Platforms, drainage network etc.
- All tents to be waterproof tents of the highest quality.
- All Guest areas to be air-conditioned with power back up.
- All Room Tents to have attached Washroom with bath facilities with hot and cold running water.
- The dining area to have minimum seating capacity of 80 guests.
- The Bar Area (license to be obtained by the Service Provider) to have minimum seating capacity of 40.
- The Lounge Area to have minimum sitting capacity of 40.
- The Kitchen to be equipped with modern equipment to serve mix of Indian and International cuisine.

### **2. Activity Plan for Tent City**

- Morning activities like Yoga, Meditation, cycling, treks, bird watching etc.
- Day activities like excursions, cycling, adventure sports, water sports etc. Engagement activities likes Talks, film screenings, cooking demos etc.
- Evening Activities like cultural performances, magic shows, musical evenings etc.
- Any other activity to promote high end tourism in consultation with UTDB.

### 3. Marketing Plan

A detailed Marketing Plan against which the Support Amount is being sought shall have to be given by the Service Provider. The Marketing Plan should include but not be limited to print, digital, electronic, influencer marketing etc.

### 4. Tehri Mahotsav Plan

During the 90-day period, the Service Provider shall have to organize a 5 Day Gala Event including, but not limited to the following:

- Cultural Activities using Indian and international celebrities.
- Round Table Discussions, Seminars, workshops etc.
- Food Bazaar
- Handicraft Bazaar
- Magic shows, Book Readings etc.
- Grand Opening and Closing Ceremonies
- Media Hosting and Management.
- **Air Activities:** Parasailing, Hot Air Ballooning, Para Motor etc by experts
- **Land Activities:** Cycling, Trekking, Stargazing, Zip line, Air Gun Shooting, Yoga Kendra with instructor
- **Water Sports Activities:** Kayaking, Parasailing, Jet Ski, Speed Boating, Zorbing, Dragon Boat, Banana Boat etc
- **Tour Packages/Itinerary/online booking**  
The bidder shall have to prepare tour packages with multiple night stays, prepare schedule for packages, prepare itinerary for various activities/nearby site/locations and prepare/sell it on online platforms. The performance/success level of such tour packages sale/itinerary usage and online booking shall be shared with UTDB. The transportation and guide arrangement shall be done by bidder.

#### *Other facilities:*

1. **Information counter:** - Setting up one information counter nearby the tent city for disseminating the festival and other related information for the resident delegates.
2. **Medical Facilities:** - Medical Facilities and first aid arrangements with a doctor on call & attending medical staff.
3. **Fire Brigade /Fire Extinguishing system:** - Fire Brigade with a fire extinguishing system with adequate manpower for an emergency should be stationed at the tent city and other prominent locations during all days of the events.
4. **Mobile Toilet:** - Service Provider must provide a minimum of 10 mobile toilet facilities for the local public during all days of the festival. At least two mobile toilets should be put up every 100-meter distance.
5. **Drinking water Facilities:** - Service Provider must provide drinking water facilities for the local public.

All the expenses related to the information centre, medical facilities, safety and security and waste management will be borne by the Service Provider only.

#### *Security & Other Arrangements*

- a) Door frame metal detector machines and x-ray machines for baggage to be installed at all entry points to the venue.
- b) Frisking at all entry points to the venue by the fully equipped security personnel.
- c) Availability of First aid facilities and emergency medical facilities including availability of a well-equipped Ambulance during the event.
- d) Availability of all categories of fire-fighting equipment including fully loaded fire engines round the clock as compliance required by the Fire Department.

- e) The Service Provider shall be responsible for all risks associated with the event for the entire duration of the event and for all prior preparation and winding up period with respect to his manpower/contractors/property/material etc. mobilized by him for the event.
- f) The Service Provider must ensure that all risks associated with organizing the festival for the entire duration of the event and prior preparation and winding up period are insured against perils like fire; damages with respect to participants, their property/material, etc.; public liability carrying any single accident limit of Rs.50 lakhs; event cancellation loss towards preparation, advance, commitments etc. and all other related risk coverage.

A separate Water Proof structure shall have to be developed with stage, lighting, Audio Visual Setup with Tech-Rider to suit reputed artists and a seating capacity of upto 500 guests for the Tehri Mahotsav.

The event will be graced by senior govt functionaries from Govt. of Uttarakhand and Govt. of India and necessary arrangements such as separate area for Press Briefing, meals etc. to be set up.

The opening & closing ceremonies, cultural activities, Round Table Discussions, Seminars, workshops, magic shows, book readings etc to be hosted in the separate water proof structure to be complimentary for general visitors also. Other activities such as Food Bazaar/Stalls, Handicraft Bazaar etc. to be paid activities.

#### **License/ Permissions/ NOCs**

It shall be the responsibility of the Service Provider to liaison and coordinate with all respective authorities like Police, Traffic Police, Fire Department, Electricity Department, Municipal Corporation, Councils, Jal Board, Commercial Tax, Excise/Entertainment Department, etc. and/or any other Authority to obtain necessary NOC's, permissions, licenses on behalf of Uttarakhand Tourism Development Board to organize the festival and submit all NOC and No-dues certificates every year.

#### **Publicity**

Publicity and promotion of the event outside the venue with minimum 15 hoardings of 15X10 feet size for a period of 30 days to be displayed till last day of the event, opening date at main approach roads in the city, proper display and hoardings at Nearest airport, and station.

#### **Publicity material**

Produce creatives for the event in terms of brochures with specification approved by UTDB.

#### **Digital Marketing and Promotion**

The Service Provider shall be responsible for following:

- (a) Development and Maintenance of booking portal – the Service Provider should develop and maintain the website, booking portal for Tehri Tent City and transfer the website, booking portal to the UTDB after expiry of agreement or earlier termination of agreement.
- (b) **Creation and Maintenance of a microsite** – A microsite specially designed for the Tehri Lake Festival would be created and maintained by the Service Provider that would provide all the relevant and necessary information as per the requirement of the festival. The microsite would be hosted/ linked with the Uttarakhand Tourism website ([uttarakhandtourism.gov.in](http://uttarakhandtourism.gov.in)).
- (c) **Social Media Promotion** – The Service Provider would create social media handles for the festival on various popular platforms like Facebook / Instagram etc. to promote the festival and to disseminate the information to the Targeted Audience.
- (d) **Content Creation** – The Service Provider would be solely responsible for the creation of all the content required for digital marketing and promotion of the event. The content would be uploaded after approval from UTDB.
- (e) **Arrangement for Influencers** - The Service Provider would be responsible for on-boarding of influencers as per the requirement of festival. These influencers will be



deployed after approval from the Authority.

**Post event Content & Report.**

- (a) Submit summary of the event to UTDB through a post event report along with good pictorial booklet.
- (b) The same shall be posted by the Service Provider to the Delegates, media (mainline and tourism trade), tourism bodies, etc. as per the approved mailing list provided to the UTDB.
- (c) 05-minute 4K and 10-15 reels of 50-55 seconds.
- (d) Post event details of media coverage of Festival by hosted Media and others in both hard and soft copies within 15 days from the close of the event.

**Penalty:**

- (a) Non-delivery of any of the work mentioned in scope of work will lead to deduction/penalty of 100 % Support amount payable by UTDB on relevant work component.
- (b) It is expected that there is an increase in occupancy on YoY basis. In case of no-increase in Occupancy from 3<sup>rd</sup> Year onwards by 5% on YoY basis, penalty/deduction of 10% per year in the Support Amount payable by UTDB shall be levied.

**System of Award of Contract**

Evaluation of Bids shall be done in three stages:

Stage 1: Evaluation based on documents submitted in support of Minimum Eligibility criteria.

Stage 2: Firms which qualify in the Minimum Eligibility Criteria shall be invited for a Presentation which should be based on the Scope of Work given in this document.

At least 07 days-time shall be given for preparation of the presentation.

The Presentation shall be of 100 marks. Minimum Qualifying Marks shall be 70.

Each Bidder invited for the presentation shall be provided maximum 30 minutes time for the presentation.

Stage 3: Financial Bids of the firms which qualify in the Presentation shall be opened online. The marks awarded in Presentation shall have no bearing on the award of contract.

**Evaluation of Financial Bids**

H1 bidder shall be calculated on total net positive amount over 10-year period.

The bidders shall be required to quote Annual Amount (either Marketing Support required from UTDB) or Premium Offered to UTDB) in the following format in the financial proposal only: **(The below mentioned format is for the understanding purpose only, bidders shall not quote their rates in the technical proposal)**

Year	Premium Offered to UTDB (Rs.) excluding GST		Marketing Support sought from UTDB (Rs.) excluding GST
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

- Bids which do not offer Premium to UTDB 6<sup>th</sup> year onwards shall not be considered.
- Bids with a Net Negative to UTDB in the overall 10-year period shall not be considered.
- In case of extension for 5 years after initial 10-year period, the Premium Offered by the firm in Year 10<sup>th</sup> shall be increased by 5%, every year from 11<sup>th</sup> year onwards.

#### Payment Schedule (Year 1 to Year 5)

Year	Payment Schedule (Premium to be paid by the Service Provider or Support Amount sought by the Service Provider from UTDB)
1 to 5	30% on commencement of Tent City. 20% on finalization of the Tehri Mahotsav program. 20% on completion of Tehri Mahotsav 20% on completion of the 1 <sup>st</sup> year Tent City project and vacation of premises by the Service Provider. 10% shall be retained by UTDB, to be released after completion of the 5 <sup>th</sup> year project.

#### Payment Schedule (Year 6 onwards)

Year	Payment Schedule (premium to be paid by the Service Provider)
6 to 10	100% prior to commencement of Tent City.

In case of extension of contract after the 10-year period, the payment schedule with 5% increase in the amount per year over the previous year amount payable to UTDB by the Service Provider shall be applicable.

#### Fact Sheet

1	Name of the Authority	Uttarakhand Tourism Development Board
2	Type of Tender	Highest Bidder (H1)
3	Duration of Contract	10 years with possible extension by 5 years
4	Site-Visit	Advisable. Please contact Sh. Atul Bhandari District Tourism Development Officer Tehri Garhwal 7895737015
5	Land Area Available	Approx. 12 Hectare
6	Minimum Duration of Tent City	90 days w.e.f. February
7	Duration of Tehri Mahotsav	5 days in the month of February
8	Site Handover to Agency	Second Week of January
9	Site Co-ordinates	30°24'23"N 78°27'31"E

### **III. CONDITIONS OF CONTRACT**

#### **1. Definitions:**

- 1.1 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;
- 1.2 The Service provider shall permit UTDB to inspect the Service provider's accounts and records relating to the performance of the Service provider and to have them audited by independent auditors appointed by UTDB, if so decided.

#### **2. Indemnity:**

- 2.1 The Service provider shall indemnify UTDB against all third-party claims arising out of this Contract including any legal and financial issues.
- 2.2 The Service provider shall take all other appropriate insurance covers to protect its own properties and employees.
- 2.3 The Service provider shall further insure for appropriate sum the users of its services as required under relevant Law of the State or India.
- 2.4 The Service Provider would indemnify UTDB against any claim of copyright violation / plagiarism, etc.

#### **3. Payment:**

##### **(a) Payment to Service provider:**

- (i) The Service provider's request(s) for payment shall be made to the UTDB in writing, accompanied by an invoice in triplicate with supporting documents, upon fulfillment of obligations stipulated in the contract.
- (ii) Payments shall be made promptly by the UTDB after submission by the Service provider the invoice and acceptance by authorized authority.
- (iii) No advance payment will be considered by the UTDB.
- (iv) GST as applicable will be paid on actuals.
- (v) For facilitating Electronic Transfer of funds, the selected Service Provider 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 Service Provider.

##### **(b) Payment to UTDB:**

- (i) Service provider shall pay to UTDB all agreed amount as per financial proposal on due dates.

#### **4. Prices:**

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

#### **5. Period of Contract:**

For 10 (Ten) years from date of signing of the Contract, The Contract may be extended for further period up to maximum 05 (Five) years.

#### **6. Contract Amendments:**

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

**7. Assignment:**

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

**8. Liquidated Damages:**

8.1 If the Service provider fails to deliver any or all of the Services within the period(s) specified in the Contract, the UTDB shall enforce full amount of the Performance Security.

8.2 In case any service/ item is not provided by the successful bidder, the expenses paid by UTDB to get the service/ item rendered from any other vendor will be borne by the successful bidder.

(i) If the delivery of any item / service is delayed beyond the Schedule approved by UTDB, a penalty @1% of the total contract value including GST per week maximum up to 10% would be imposed and UTDB reserves right to terminate the Contract thereafter.

(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 Service Provider.

**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 Services 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 Service Provider becomes insolvent or goes into compulsory liquidation.

(v) If the Service Provider submits to UTDB a false statement which has a material effect on the rights, obligations or interests of UTDB.

(vi) If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to UTDB.

(vii) If the Service Provider 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, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

**11. Settlement of Disputes:**

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

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

Service Provider shall initially bear the cost of the Arbitral Tribunal, unless it is decided by the Arbitral Tribunal under section 31(8) read with section 31A of the Act.

11.3 All disputes shall be subject to jurisdiction in the courts of Dehradun, Uttarakhand.

**12. Other conditions:**

- 12.1 UTDB may retain any information and/ or evidence submitted to UTDB by, on behalf of, and/ or in relation to any Bidder;
- 12.2 UTDB shall be entitled to make recoveries from the bidder's bills, Security Deposit, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 12.3 The Bidding Documents and all attached documents are and shall remain the property of UTDB and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. UTDB will not return any Proposal or any information provided along therewith.
- 12.4 The Contract between successful bidder and UTDB for the execution of work shall be executed on a non-judicial stamp paper as required by the Law. Cost of judicial stamp paper of appropriate value shall be borne by the Successful bidder.
- 12.5 In case of any contradiction in the terms mentioned in this document, the Financial Handbook Rules and Uttarakhand Procurement Rules 2017 will be applicable.
- 12.6 As per income Tax rules, UTDB shall deduct income Tax at source from the bills payable to the successful bidder.
- 12.7 GST will be deposited by Service Provider. Service Provider has to register in Uttarakhand State if required, if not registered earlier.
- 12.8 The Service Provider shall comply with all the applicable statutory provisions with regard to environment protection, safety of the users (e.g., adventure sports) and general public during execution of the Contract including at the time of the Event.

**{Note:**

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

**Power of Attorney for signing of Application**

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Concept Planning, Development, Operation, Maintenance and Management of Tent City and organizing “Tehri Mahotsav” at Tehri Lake Front, District Tehri, Uttarakhand proposed by Uttarakhand Tourism Development Board, (the “UTDB”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to UTDB, representing us in all matters before UTDB, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our proposal, and generally dealing with UTDB in all matters in connection with or relating to or arising out of our proposal for the said Work and/ or upon award thereof to us and/or till the entering into of the Contract with UTDB.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....2023

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 of Correctness**

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

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

2. If we are found contravening this undertaking even after award of contract in our favour or anyone else, we accept disciplinary action by the UTDB including rejection of our proposal, annulment of contract and blacklisting.

Authorized signatory for the Service Provider

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

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

Accepted  
.....  
(Signature)

Witnesses:

1. ....

2. ....

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

**Fraud and Corrupt Practices**

- 1) The Service Providers and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, UTDB may reject an Application without being liable in any manner whatsoever to the Service Providers if it determines that the Service Providers has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 2) Without prejudice to the rights of UTDB, if any Service Provider is found by UTDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Service Providers shall not be eligible to participate in any tender or proposal issued by UTDB or by any other Agency of Government of Uttarakhand during a period of 1 (one) year from the date such Service Providers are found by UTDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3) For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
  - (a) **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of UTDB who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of UTDB, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 1.2.6, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Work or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of UTDB in relation to any matter concerning the Work;
  - b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by UTDB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Service Providers with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



**Anti-Collusion Undertaking**

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

**Organization Profile**

1. Details of Bidder
  - a. Name:
  - b. Legal Status:
  - c. Country of incorporation:
  - d. Address of the corporate headquarters (if any) in India:
  - e. Year of Incorporation:
  
2. Details of individual(s) who shall serve as the point of contact / communication for the Authority within the Company:
  - a. Name:
  - b. Designation:
  - c. Company:
  - d. Address:
  - e. Telephone Number and Fax Number:
  - f. E-Mail Address:

Please enclose:

- Constitutional documents of the Applicant – Certificate of Incorporation, GST and PAN certificate, as applicable
- Company profile / brochure as applicable

**Format for Technical Proposal – Relevant Experience**

(Summary of relevant experience to be CA certified / statutory auditor certified)

Experience Format

[Summary – to be attached separately and be CA / statutory auditor certified] Summary:

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Location</b>	<b>Number of Tents</b>	<b>Number of days operated</b>	<b>Total Number of tent days</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6=4x5</b>

*(only those tent cities will be considered which have operated for minimum 90 days in a year). (2018-19, 2019-20, 2020-21, 2021-22 and 2022-23)*

**Certified by Chartered Accountant/ Statutory Auditor**

**We, in our capacity as the Chartered Accountant/ Statutory Auditor for (name of bidder) certify that above details are correct.**

Seal and stamp of CA / Auditor

**Format for Financial Capability**

(To be CA certified / statutory auditor certified) Name of the Bidder:

<b>Financial Year</b>	<b>Annual Turnover from similar business Amount (in Rs.)</b>	<b>Net worth As on 31 March 2023</b>
<b>2018-19</b>		
<b>2019-20</b>		
<b>2020-21</b>		
<b>2021-22</b>		
<b>2022-23</b>		

**Certified by Chartered Accountant/ Statutory Auditor**

**We, in our capacity as the Chartered Accountant/ Statutory Auditor for (name of bidder) certify that above details are correct.**

DIN Number

Seal and stamp of CA / Auditor

**Note:**

- The Applicant is not required to submit audited financial statement for evaluation of the Financial Capacity
- However, the Authority reserves the right to ask the Applicant to submit Financial Statement – duly signed and stamped by the Authorized Signatory

**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 selection of a Service Provider for Concept Planning, Development, Operation, Maintenance and Management of Tent City and organizing “Tehri Mahotsav” at Tehri Lake Front, District Tehri, Uttarakhand**

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 Certificate (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](http://www.uktenders.gov.in)
3. We confirm that our proposal is valid for a period of 120 (One Hundred and Twenty) days from last date for proposal submission.
4. We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our proposal we hereby represent and confirm that our proposal is unqualified and unconditional in all respects and we agree to the terms of the Contract, a draft of which also forms a part of the proposal provided to us.

Dated this .....Day of ....., 2023.

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 CONTRACT AGREEMENT (hereinafter called the “**Contract**”) is made the ..... day of the month of ..... between, on the one hand Uttarakhand Tourism Development Board, Pt. Deendayal Upadhyay Paryatan Bhawan, (Near ONGC Helipad), Garhi Cantt., Dehradun – 248 003 represented by its ..... (designation) (Mr. ....) (hereinafter called the “**Client**”) and, on the other hand, M/s .....(address) represented by its .....(designation) (Mr. ....) (hereinafter called the “**Service Provider**”)

**WHEREAS** the UTDB is desirous that certain Goods and ancillary services viz., Concept Planning, Development, Operation, Maintenance and Management of Tent City and organizing “Tehri Mahotsav” at Tehri Lake Front, District Tehri, Uttarakhand (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) Letter of Award
  - (b) Power of Attorney;
  - (c) All Affidavits;
  - (d) Covering letter;
  - (e) Price Schedule uploaded by the Service Provider;
  - (f) Scope of Services;
  - (g) Conditions of Contract;
  - (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.
5. The Contract value is Rs. .... (excluding GST).
6. Duration of the Contract is ..... years from the date of signing of Contract.
7. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in this Contract.
8. If the Service Provider fails to execute its obligation as per the Scope of Work, the Client may terminate this Contract and forfeit the Performance Security submitted by the Service Provider.
9. UTDB reserves the right to terminate this Contract at any stage at its discretion with or without assigning any reason.
10. In the case of dispute arising between the Client and the Service Provider, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996 and subsequent amendments from time to time. All disputes shall be subject to jurisdiction of courts in Dehradun.

Brief particulars of the services which shall be provided by the Service Provider 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.

For and on behalf of Uttarakhand Tourism  
Development Board

For and on behalf of M/s. ....

(Sri. ....)  
.....

(Sri. ....)  
.....

Witness 1:

Witness 2:

(Signature)

(Signature)

(Name)

(Name)

(Address)

(Address)



**(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-248003 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 Concept Planning, Development, Operation, Maintenance and Management of Tent City and organizing “Tehri Mahotsav” at Tehri Lake Front, District Tehri, Uttarakhand for Uttarakhand Tourism for a period of ..... 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.

(To be made on 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 / We, hereby certify that our firm ..... has not been involved in any litigation for five (5) years preceding the date of submittal of this Bid/Proposal.

(sign and seal of bidder)

**LITIGATION HISTORY INFORMATION (IF ANY)**

- (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)

**Bid Securing Declaration**

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

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

We Accept that we will automatically be suspended from being eligible for bidding in any contract with UTDB for a period of 3 (three) years starting on the date we receive a notification from the UTDB, if we are in breach of our obligations(s) under the bid conditions because we:

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

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

Dated this .....Day of ....., 2023.

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder.*