No. Tender/ Temple Illumination

Dated 20th April 2020

Subject: Request for Proposals through e-procurement portal to Design, Procure, Install, Operate and Manage Temple Illumination at Shri Kedarnath Ji Dham

**Tender Schedule**

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<th>Date of downloading tender document</th>
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<tr>
<td>Pre-proposal meeting</td>
<td>at 2:30 PM on 11.05.2020</td>
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<td>Last date for seeking clarification, if any</td>
<td>Upto 2:00 PM on 13.05.2020</td>
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<td>Start date and time for uploading of Proposals (Technical &amp; Financial) in e-Procurements platform</td>
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<td>Time and date of opening of Technical proposal</td>
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<td>Time and date of opening of Financial proposal</td>
<td>To be intimated later</td>
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<td>Place of Pre-Proposal meeting, opening of proposals and Address for communication</td>
<td>Uttarakhand Tourism Development Board (UTDB) Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun – 248 003</td>
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I. **Instruction to Bidder (ITB)**

1. Uttarakhand Tourism Development Board (UTDB) Requests for Proposals through e-procurement portal for Selection of Service Provider to Design, Procure, Install, Operate and Manage Temple Illumination at Shri Kedarnath Ji Dham as per details given in this tender in accordance with Uttarakhand Procurement Rules, 2017.

2. Detailed Scope of Work / Services are given before commencement of Annexures’ Section.

3. Selection Criteria:

   A) **Eligibility Criteria:**

   i) Should be a legal entity as per Indian Law.
   
   ii) Should have been in existence for minimum three years as on the last date for proposal submission.
   
   iii) Only Manufacturers or their authorized representative or agent or dealer are eligible. Only one authorized representative or agent or dealer is permitted for each manufacturer.
   
   iv) Should have GST registration.
   
   v) A Power of Attorney for signing of proposal needs to be furnished in favour of the Authorized Signatory as per format provided in Annexure - 8.
   
   vi) Affidavit as per format provided in Annexure – 10.
vii) The Service Provider should not have been blacklisted as on the last date of proposal submission by any Ministry / Department / under taking of Government of India or any State or Union Territory Administration.

viii) Manufacturer’s authorization as per format (Annexure 12)

B) Post Qualification Criteria:

i) Should have executed successfully one Contract worth not less than Rs. 1 (One) crore for supply, installation, operation and management for lighting of temple or historical or iconic building in India or overseas during five years prior to the last date for proposal submission.

ii) Should have achieved an Average annual turnover for any three of Financial Years 2016-17, 2017-18 and 2018-19 of not less than Rs. 3 (three) crores only.

(The Financial turnover is the total financial turnover of the bidding company / organization / agency 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.)

iii) In accordance with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20th August 2019, the eligible bidders (enterprises) are exempted from applicability of qualification criteria related to Financial Turnover and Past Performance.

4. The Service Providers should submit along with the proposal, all relevant documents to establish their eligibility and also for meeting post-qualification criteria.

5. With regard to eligibility and post-qualification criteria; and Service Providers’ responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all Service Providers.

6. Tender fee of Rs. 11,800/= (including GST @18%) to be paid by way of DD or Banker’s cheque in favour of CEO, UTDB and payable at Dehradun.

7. Earnest Money:

i) Earnest Money for an amount of Rs. 2 (two) Lakhs in the form of either a Bank draft or a Banker’s cheque issued by a Scheduled Bank in India in favour of “The CEO, Uttarakhand Tourism Development Board, Government of Uttarakhand” and having a validity period of 60 days from the last date for proposal submission and may be extended as may be mutually agreed between UTDB and the Service Provider from time to time. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

ii) Bank Guarantee as per format in Annexure – 11 for EMD will also be acceptable

iii) The Earnest Money shall be returned to unsuccessful Service Providers within a period of thirty (30) days from the date of announcement of the Successful Service Provider. The Earnest Money submitted by the Successful Service Provider shall be released upon furnishing of the Performance Security.

iv) The Successful Service Provider’s Earnest Money will be returned, without any interest, upon the signing of the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof.

v) The Earnest Money shall be forfeited in the following cases:

(a) If the Service Provider withdraws its proposal during the interval between the last date for proposal submission and expiration of the proposal Validity Period; and

(b) If the Successful Service Provider fails to provide the Performance Security within the stipulated time or any extension thereof provided by UTDB.

vi) EMD of lesser value shall be summarily rejected as non-responsive.

vii) The bidders (enterprises) complying with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20th August 2019 are exempted
from payment of Tender Fee and Earnest Money Deposit (EMD).

8. Proposal Preparation Cost:
The Service Provider shall be responsible for all the costs associated with the preparation of its proposal and its participation in the bidding process. UTDB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

9. Clarifications:
Service Providers requiring any clarification on the tender document may upload the queries on website: www.uktenders.gov.in or through e-mail to Planning Section at utdbplanning@gmail.com with CC. to procurement.utdb@gmail.com prior to the time and date given in the Tender Schedule (Page – 1).

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

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

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

13. Service Providers may note that UTDB will not entertain any deviations to the proposal at the time of submission of the proposal or thereafter. The proposal to be submitted by the Service Providers will be unconditional and unqualified and the Service Providers would be deemed to have accepted the terms and conditions of the proposal with all its contents including the Contract. Any conditional proposal shall be regarded as non-responsive and shall be rejected.
14. No interpretation, revision, or other communication from UTDB regarding this solicitation is valid unless posted on website: www.uktenders.gov.in.

15. Format and Submission of Proposal:
   i) Service Providers would provide all the information as per this proposal and in the specified formats. UTDB reserves the right to reject any proposal that is not in the specified formats.
   ii) The proposal should be submitted in two Folders as provided in the e-portal – Technical and Financial Proposals.
   iii) Covering Letter as per format given in Annexure – 2
   iv) Technical proposal folder should include:
      All the documents required as per this RFP except Financial Proposal.
      No financial information like price should be given in the Technical proposal, in which case the proposal shall be summarily rejected.
   v) Financial proposal folder:
      As per BoQ in the financial folder.
   vi) The Service Provider shall prepare and submit online through website: www.uktenders.gov.in scanned copies of original documents comprising the proposal as described above.
   vii) Proposals should be submitted / uploaded on the website: www.uktenders.gov.in only.
       Submission of Proposals through any other mode is not acceptable and shall be rejected.
       UTDB, at its sole discretion, may extend the last date for proposal submission proposal submission by issuing an Addendum on the website: www.uktenders.gov.in only.
   viii) Late Proposals: It may be noted that the e-portal will not accept any proposal after the specified due time as per its server clock. The Service Provider is expected to examine all instructions, forms, terms, and specifications in the tender document. Failure to furnish all information required by the bidding documents or submission of a proposal not substantially responsive to the tender document in every respect will be at the Service Provider’s risk and may result in rejection of its proposal.
   ix) The Tender fee and Earnest Money should be remitted through net banking. The details are:
      (a) Beneficiary name – CEO Uttarakhand Tourism Development Board Dehradun
      (b) Bank’s name – Yes Bank Ltd.
      (c) Account Number - 011594600000255
      (d) Branch – 56 Rajpur Road, Dehradun
      (e) Address – 56 Rajpur Road, Dehradun, 248001
      (f) IFSC – YESB0000115
   x) The (a) Original Power of Attorney (as per format), (b) Original Affidavit (as per format) and (c) Manufacturer’s Authorization Letter shall be sent by registered post / speed post / courier to Planning Section of UTDB, Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun, within three (3) working days following Technical Proposal opening. The Proposal Inviting Authority shall not be held liable for any delays in the receipt of these documents. Scanned copies of these documents should also be uploaded as part of Technical Proposal. In case these original documents are not received within the stipulated time or scanned copy not uploaded in the Technical Folder, the proposal shall be summarily rejected. No other original documents are required at this stage.
16. Modification and Withdrawal of Proposals:
   i) The Service Provider may modify or withdraw its proposal on e-portal before the
      proposal due date and time. However, no proposal can be modified or withdrawn
      thereafter.
   ii) Withdrawal of a proposal during the interval between the proposal due date and
       expiration of the proposal Validity Period would result in forfeiture of the Earnest
       Money.

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

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

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

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

21. Clarifications:
   i) To assist in the process of evaluation of proposals, UTDB may, at its sole discretion,
      ask any Service Provider 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 proposal submission time and same could be verified
      independently. However, no change in the substance of the proposal would be
      permitted by way of such clarifications. The request for clarification and the
      response shall be in writing or e-mail or by facsimile.
   ii) UTDB reserves the right to independently verify by a team of Officers of UTDB or
       independently facts and figures provided in the documents submitted by the Service
       Providers; in addition to right to disqualify, reject and/ or accept any and all
       submissions or other information and/ or evidence submitted by or on behalf of any
       Service Provider.
   iii) Service Providers shall fill up the required information as per the prescribed proposal
       form. If any Service Provider does not fill up the information properly, UTDB has a
       right to reject such proposals.

22. Proposal Evaluation:
   i) To assist in the examination, evaluation and comparison of proposals, UTDB may
      utilise the services of consultant/s or advisor/s.
   ii) Evaluation of Proposals will be done in stages, i.e., the bidders, who have necessary
       qualification and meet eligibility criteria given above shall be considered for further
       evaluation based on following criteria:
          (a) Design concept – 10 marks
          (b) Electricity consumption – 10 marks
(proportionately from among the bids received)
(c) CRI index (minimum 80) – 10 marks
(proportionately from among the bids received)
(d) Green building compliance – 10 marks
(proportionately from among the bids received)

iii) The agencies scoring minimum of 30 marks out of 40 will be invited for a presentation before the Tender Scrutiny Committee (Selection Committee of UTDB). The presentation should cover inter alia the approach, methodology, technologies adopted, implementation plan, implementation schedule, goods; and Planning for Regular Maintenance of the whole set up.

iv) Each bidder can give maximum of three options along with complete Bill of Quantity. Each option shall be evaluated based on the Presentation parameters given above. Only those options, which score 30 or more marks out of 50 marks shall be considered as technically responsive and only their Financial Proposals shall be opened.

v) Contract will be awarded for the lowest evaluated Financial Proposal after discounting at 10% per annum for CMC but excluding GST. In case more than one bidder is found to have offered the lowest evaluated financial proposal, the bidder having higher / highest cumulative financial turnover during financial years 2016-17, 2017-18 and 2018-19 will be declared as successful bidder.

vi) Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

vii) Proposal submitted with an adjustable price will be treated as non-responsive and rejected.

viii) Any conditional bid would be rejected.

ix) The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives, who may wish to be present in person or through video conference.

x) Proposals shall be deemed to be under consideration immediately after they are opened and until such time UTDB makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting UTDB and or their employees/ representatives on matters related to the Proposals under consideration by any means.

xi) 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.

xii) With regard to eligibility and post-qualification criteria; and Service Providers’ responsiveness, the interpretation and decision of the Technical Evaluation Committee (Tender Scrutiny Committee of UTDB) shall be final and binding on all Bidders.

23. UTDB’s Right to Accept or Reject Proposal:
   i) UTDB reserves the right to accept or reject any or all of the proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Work, without liability or any obligation for such acceptance, rejection or annulment.

   ii) UTDB reserves the right to reject any proposal including that of the Preferred Service
Provider if:
(a) at any time, a material misrepresentation is made or uncovered; If a fraud or
fraudulent practice adopted by any Service Provider is established, the Service
Provider may be blacklisted and /or appropriate legal proceedings may be
initiated against such Service Provider as per the prevailing laws, OR
(b) the Service Provider does not respond promptly and thoroughly to requests for
supplemental information required for the evaluation of the proposal.

iii) If such disqualification/ rejection occur after the Financial Proposals have been
opened and the Successful Service Provider gets disqualified / rejected, then UTDB
reserves the right to:
(a) either invite the next lowest evaluated Service Provider to match the Financial
Proposal submitted by the Successful Service Provider; OR
(b) take any such measure as may be deemed fit in the sole discretion of UTDB,
including annulment of the bidding process; OR

(c) re-invite the Proposals.

24. Notifications:

i) Upon acceptance of the Financial Proposal of the Preferred Service Provider with or
without negotiations, UTDB shall declare the Successful Service Provider as
Preferred Service Provider.

ii) UTDB will notify the Successful Service Provider by facsimile or e-mail and by a
letter (Speed Post / Registered Post) that its proposal has been accepted.

iii) The Notification of Award shall constitute the formation of the Contract.

25. 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 Service Provider.

26. Acknowledgement of Notification of Award (NOA):
Within seven (7) days from the date of issue of the NOA, the Successful Service Provider
shall acknowledge the receipt of NOA.

27. Execution of Contract:

i) The Successful Service Provider shall execute the Contract within two (2) weeks of
the issue of NOA or such time as indicated by UTDB.

ii) UTDB will promptly notify other Service Providers that their proposals have been
unsuccessful and their Earnest Money will be returned as promptly as possible in any
case not later than 30 (thirty) days from the date of announcement of the Successful
Service Provider.

28. Performance Security:

i) Before signing of the Contract, the Successful Service Provider shall furnish
Performance Security for not less than 10% of Contract amount 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 (including CMC period):

ii) The Performance guarantee shall be forfeited and en-cashed in the following cases:
(a) If the Successful Service Provider withdraws midway during the contract
execution including CMC period,
(b) Any other act or acts of the successful Service Provider, which renders the
work un-operational and UTDB establishes sufficient reasons to forfeit the
performance guarantee.

iii) Failure of the successful Service Provider to furnish the Performance Security shall
constitute sufficient grounds for the annulment of the award, in which event the UTDB
may make the award to the next lowest evaluated Service Provider or call for new
proposals.
29. Blacklisting for failure to sign the Contract or its execution:
   Failure to sign the Contract or its execution after signing shall result in blacklisting of the Manufacturer and Authorized representative or Agent or Dealer, who might have submitted the bid or responsible for services during installation and maintenance during warranty period and post warranty CMC period. The blacklisting shall be effective from the date of notice issued by UTDB for a period of three years except under force majeure circumstances, in addition to forfeiture of EMD or Performance Security.
SCOPE OF SUPPLY AND SERVICES

[These conditions may be suitably modified or added following the discussions / inputs during pre-proposal meeting]

(1) Requirements:

(i) Operation during yatra period
(ii) Safe custody during non-yatra period
(iii) Free storage space of 9 Sq. mtrs. will be given near the project site
(iv) All goods supplied shall be BIS certified
(v) To withstand UV index of 10 (ten)
(vi) Fixture Housing/Body should be die cast aluminium
(vii) LED make - CREE/OSRAM/NICHIA or equivalent
(viii) Lens should be of PC or PMMA or glass and all covers should be of glass
(ix) IP Rating for all light fixtures should be IP 66 minimum, excluding ground buried, which has to be IP 67 minimum
(x) Protection Screen - High Strength Tempered Glass; IK rating should be =/> IK 08
(xi) Burning Time should be =/>70,000 hours (supporting LM80 report from LED manufacturer should be submitted)
(xii) Electrical Requirement - voltage input AC230V,50Hz. In-Built Electronic Power Supply for LED Module, which offers Protection against Short Circuit, Over-Voltage & Over-load, with in-built surge protection
(xiii) DMX Controller - Light fixtures should be standard DMX512 protocol compatible, the DMX decoder function should be inbuilt in the light fixture. Each light fixture should be individually addressable & should be able to operate with any standard DMX512 equipment.
(xiv) All goods and materials to be incorporated in the goods should be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.

(2) Suggested installation guidelines:

(i) Fixture Installation on Wall - Fixtures can be mounted carefully with the use of simple bracket and its appropriate clip-on fixing mechanism; may be where flat portion is available to simply place the fixture or to recess the folded areas within the stone walls.
(ii) Fixture Installation on Roof and the Wooden Facia - mounted carefully with the appropriate clip-n fixing mechanism or should be placed simply on the surface without hampering the structure.
(iii) Fixture Installation in ground - installed at about 2 feet from the temple wall with proper concealed casing. The fixtures should not get damaged due to people movement and also not cause hindrance while movement. All cables should be concealed and should not be laid on ground.
(iv) Fixture installation on pole - For flood light or projector light fixtures mounting should be done on poles with minimum height of 2.4 meters and at a minimum distance of 2.5 meters from the temple structure all around. All poles used should be hot dip galvanised and PU coated with approved colour shade. (The diameter of poles used should be approved by the consultants.) All wiring for the fixtures should pass through the pole with proper connectors with SS hardware, approved brand MCBs, etc. No items in metal should be used, which is prone to corrosion.

(3) Inspections and Tests:

(i) The Service provider shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as required.
(ii) The inspections and tests may be conducted on the premises of the Service provider or its Subcontractor, at point of delivery and/or at the Goods’ final destination. If conducted on the premises of the Service provider or its
Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

(iii) The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

(iv) Whenever the Service provider is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Service provider shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

(v) The Purchaser may require the Service provider to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Service provider’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Service provider’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

(vi) The Service provider shall provide the Purchaser with a report of the results of any such test and/or inspection.

(vii) The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Service provider shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser.

(viii) The Service Provider agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report shall release the Service provider from any warranties or other obligations under the Contract.

(ix) After manufacture, the Service provider shall get each equipment/item of Goods inspected in manufacturer’s works and forward to the Purchaser along with his letter seeking inspection, a test certificate along with guarantee/warranty certificate confirming that the equipment/Goods conform to contract specifications.

(x) Upon receipt of the test certificate, the purchaser or its representative shall arrange for inspection and/or test, of any or all the equipment/Goods prior to issuance of dispatch clearance. In cases where the supplies are received from abroad, the purchaser has the right to waive the pre-dispatch inspection.

(xi) However, the inspection and dispatch clearance by the Purchaser or the waiver thereof will not prejudice the right of the Purchaser or its consignee to test the equipment/goods on receipt at destination. Upon receipt of the goods at final destination, the Purchaser shall have the right to inspect and/or test the equipment/Goods to confirm their conformity to the contract specifications.

(xii) If the equipment/goods fails to meet the contract specifications during inspection, whether pre-dispatch or upon receipt of at the final destination, the Service provider shall take immediate steps to remedy the deficiency or replace the defective equipment to ensure that all supplies meet with the specifications specified in the contract.

(xiii) Performance Test – from any NABL lab for compliance to LM79

(xiv) Safety Test - according to IEC 60598 for overall Luminaire & IEC 62031 for LED module.

Chief Executive Officer,
UTDB.
II. CONDITIONS OF CONTRACT

1. Definitions
1.1 In this Contract, the following terms shall be interpreted as indicated:
   (a) "The Contract" means the agreement entered into between the UTDB and the 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;
   (b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
   (c) "The Goods" means all the equipment, machinery, and/or other materials which the Service Provider is required to supply to the UTDB under the Contract;
   (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other services, such as installation, commissioning, operation, management and other obligations of the Service Provider covered under the Contract;
   (e) “CMC” means Comprehensive Maintenance Contract, which shall include all related services for providing maintenance services for the goods supplied including labour, consumables, parts subject to wear and tear, auxiliaries and spare parts at no extra cost.
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. For this purpose the Service Provider shall undertake appropriate insurance cover.
2.2 The Service Provider shall take all other appropriate insurance covers to protect its own property and employees.

3. Patent Indemnity
3.1 The Service provider shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
   (a) the installation of the Goods by the Service provider or the use of the Goods in the country where the Site is located; and
   (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Service provider, pursuant to the Contract.
3.2 If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Service provider a notice thereof, and the Service provider may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
3.3 If the Service provider fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
3.4 The Purchaser shall, at the Service provider’s request, afford all available assistance to the Service provider in conducting such proceedings or claim, and shall be reimbursed by the Service provider for all reasonable expenses incurred in so doing.

3.5 The Purchaser shall indemnify and hold harmless the Service provider and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Service provider may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

4. **Compliance to Statutes and Safety Standards:**
4.1 The Service Provider shall comply with all the applicable statutory provisions with regard to environment protection, safety of the users and general public during the contract period.

5. **Payment and Taxes:**
5.1 The Service Provider shall be paid 100% for the supply and installation of all light fittings within 60 (sixty) days from the date of submission of invoice along with other documents required for effecting the payment.
5.2 For CMC after the warranty period of one year, on *pro rata* basis quarterly for the services rendered during the previous quarter.
5.3 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.
5.4 Firm has to register itself in Uttarakh and State for remittance of GST, if applicable under prevalent law not registered earlier before commencement of services.

6. **Schedule for Deliverables:**
6.1 Submission of Inception report – within 7 days from the signing of the Contract,
6.2 Complete supply of goods - within 30 days from the signing of the Contract,
6.3 Completion of installation - within 45 days from the signing of the Contract,
6.4 Operation and management - from the day of completion of installation,
6.5 Warranty – for 1 (one) year from acceptance of goods, and
6.6 CMC – from the date of completion of warranty period till conclusion / termination of contract.

7. **Warranty**
7.1 The Service provider warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
7.2 The Service provider further warrants that the Goods shall be free from defects arising from any act or omission of the Service provider or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
7.3 The warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination.
7.4 The Purchaser shall give notice to the Service provider stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Service provider to inspect such defects.
7.5 Upon receipt of such notice, the Service provider shall, within the seven days repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
7.6 If having been notified, the Service provider fails to remedy the defect within, the Purchaser may proceed to take within a reasonable period such remedial action as may be
necessary, at the Service provider’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Service provider under the Contract.

8. **Period of Contract:**
For six years from signing of the Contract including one year of warranty period, subject to satisfactory performance of the Service Provider to be reviewed periodically and at least once a year. The CMC may be extended on same terms and conditions on pro rata basis for further periods but not exceeding in aggregate one year.

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

10. **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.

11. **Liquidated Damages:**
If the Service Provider delays to offer any or all of the Services within the period(s) specified in the Contract, the Service Provider is liable to pay the liquidated damages @ 0.5% of Contract amount per week with maximum up to 10%. Thereafter, UTDB has the option to terminate the Contract and encash full amount of the Performance Security.

12. **Termination for Default:**
12.1 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:
(a) if the Service Provider fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the UTDB; or
(b) if the Service Provider fails to perform any other obligation(s) under the Contract.
(c) 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.

12.2 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.

12.3 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Service provider shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Service provider shall continue performance of the Contract to the extent not terminated.

12.4 The Purchaser may at any time terminate the Contract by giving notice to the Service provider if the Service provider becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Service provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

12.5 **Termination for Convenience.**
(a) The Purchaser, by notice sent to the Service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Service provider under the Contract is terminated, and the date upon which such termination becomes effective.
(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Service provider’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
(i) to have any portion completed and delivered at the Contract terms and prices; and/or
(ii) to cancel the remainder and pay to the Service provider an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Service provider.

13. Notices:

For the Purchaser to:

Chief Executive Officer
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
Email: ceo.tourism.uk@gmail.com

For the Service Provider to:

............................

14. Force Majeure:

14.1 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.

14.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Service provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service provider. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

14.3 If a Force Majeure situation arises, the Service provider shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Service provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15. Settlement of Disputes:

15.1 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.

15.2 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.

15.3 All disputes shall be subject to jurisdiction of courts in Dehradun.
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 an Service Providers 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 2 (two) years 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 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.
Format for Covering Letter ***

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

Dear Sir,

Ref.: Request for Proposals through e-procurement portal to Design, Procure, Install, Operate and Manage Temple Illumination at Shri Kedarnath Ji Dham

1. We have read, understood and accept all the terms and conditions given in the RFP including Fraud and Corrupt Practices (Annexure – 1) and Anti-Collusion Certificate (Annexure – 3) in respect of the captioned proposal and we hereby submit our proposal.

2. We have uploaded Technical and Financial Proposals appropriately on the e-procurement portal: www.uktenders.gov.in

3. We confirm that our proposal is valid for a period of 120 (one hundred and twenty) days from last date for proposal submission.

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

Dated this …………………….Day of …………………., 2020.

Name of the Service Provider

…………………………………………
Signature of the Authorised Person

Note:

*** On the Letterhead of the Service Provider.
Annexure – 3

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 agency in connection with the instant proposal.
Annexure - 4

(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 Upadhyaya Paryatan Bhawan, Near ONGC Helipad, Garhi Cantt Dehradun-248001 hereinafter referred to as “UTDB”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

By the Contract entered into between UTDB and______________, a company incorporated under the provisions of the Companies Act, 2013 / registered under………, having its registered office/permanent address at______________________ (“the Service Provider”), has been granted the permission to Design, Procure, Install, Operate and Manage Temple Illumination at Shri Kedarnath Ji Dham for a period of five 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

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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.
Annexure - 5

Format for Technical Proposal – Past Experience

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Client</th>
<th>Contract no. and date</th>
<th>Contract value</th>
<th>Commencement date</th>
<th>Completion date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>As per Contract</td>
<td>Actual</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Actual</td>
<td>As per Contract</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Actual</td>
<td>Actual</td>
</tr>
</tbody>
</table>

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

.................................................................
Name of the Service Provider

.................................................................
Signature of the Authorised Person
Format for Financial Proposal

As per BoQ in the Financial Folder.
Format for Financial Capability

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Amount (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-17</td>
<td></td>
</tr>
<tr>
<td>2017-18</td>
<td></td>
</tr>
<tr>
<td>2018-19</td>
<td></td>
</tr>
</tbody>
</table>

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.
Annexure – 8

{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 to Design, Procure, Install, Operate and Manage Temple Illumination at Shri Kedarnath Ji Dham 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 ………..2…..

For ………………………
(Signature, name, designation and address)

(Notarised)

(Name, Title and Address of the Attorney)

Accepted

…………………………
(Signature)

Witnesses:
1. …………………………..
2. …………………………..

Notes:
1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Wherever required, the Applicant should submit for verification the extract of the charter
documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

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

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

WHEREAS the UTDB is desirous that certain Goods and ancillary services viz., to Design, Procure, Install, Operate and Manage Temple Illumination at Shri Kedarnath Ji Dham (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) Proposal form and the Price Schedule uploaded by the Service Provider;
   b) Scope of Services;
   c) Covering letter;
   d) Performance Security;
   e) Conditions of Contract;
   f) Notification of Award; and
   g) Minutes of pre-contract negotiation meeting

3. In consideration of the payments to be made by the UTDB to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the UTDB to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The UTDB hereby covenants to pay the Service Provider in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

   TOTAL VALUE:

   IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.
Signed, Sealed and Delivered by the
said ........................................................ (For the UTDB)
in the presence of:....................................

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

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

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

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

 Authorized signatory for the Service Provider
 Signed: _______________________
 Name: _______________________
 Designation: _______________________
 Date: _______________________

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

 Accepted
 ……………………………
 (Signature)

 Witnesses:
 1. ……………………………
 2. ……………………………

 Duly Authorised to sign this Authorization on behalf of: [insert complete name of Service Provider]
Format of Bank Guarantee for EMD/ Bid Security

Whereas M/s ……………………………………….. and having its registered office at ……………………………………………………………………………………………………………………………….. (here under called the consultants) is desirous and prepared to submit proposal for ……………….. in accordance with terms and conditions of RFP. No……………………. Dated …………………. And whereas We, …………………………………………………… Bank, agree to give the applicant a Guarantee for the Earnest Money Deposit of Rs…………………..in favour of CEO, UTDB payable at Dehradun.

1. Therefore, we hereby affirm that we are Guarantors on behalf of the applicant upto a total of Rupees …………………….. (i.e. Rs………………../-) and we undertake to pay the Chief Executive Officer, Uttarakhand Tourism Development Board (UTDB), Dehradun Uttarakhand- 248 003 upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or short coming or debit of the contractor any sum within the limit of Rupees ……………………………….

2. We further agree that the guarantee here in contained shall remain in full and effect during the period that would be taken for the acceptance of tender. However, unless a demand or claim under this guarantee is made only in writing on or before the ………………. we shall be discharged from all liabilities under the guarantee thereafter.

We undertake not to revoke the guarantee during its currency except with the previous consent of the Chief Executive Officer, Uttarakhand Tourism Development Board (UTDB), Dehradun Uttarakhand- 248 003 in writing.

We lastly undertake not to revoke the guarantee for any change in constitution of the applicant or the Bank.

Signature and Seal of Guarantor

Date :

Bank :
Manufacturer’s Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer.]

Date: …………

Tender No.: ……………

To: [insert complete name of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer’s factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract against the above Tender.

We hereby extend our full guarantee and warranty with respect to the Goods offered by the above firm against this Tender.

Further, incase this bidder fails to provide services during warranty and CMC periods under the Contract against this Tender, for any reason whatsoever, we hereby undertake to identify and authorize an alternate agent or dealer for providing services.

No company or firm or individual other than M/s. ____________________ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific Tender.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on ____________ day of ________________, _______ [insert date of signing]
Drawings

These Bidding Documents includes drawings.