



**UTTARAKHAND TOURISM DEVELOPMENT BOARD (UTDB),
PT. DEEN DAYAL UPADHYAY, PARYATAN BHAWAN,
NEAR O.N.G.C. HELIPAD, NIMBUWALA,
GARHI CANTT, DEHRADUN – 248 003
Ph. 91-135-2559898, Fax. 91-35-2559988**

No. 4470/2-8-489/2019-20

Dated 1st January 2020

Subject: Selection of agency for producing tourism related promotional films for Uttarakhand Tourism Development Board.

Tender Schedule

Date of downloading RFP document	From 2:00 PM on 03.01.2020
Pre-proposal meeting	at 2:30 PM on 09.01.2020
Last date for seeking clarification, if any	Upto 2:00 PM on 13.01.2020
Start date and time for uploading of proposals in e-Procurement platform	Upto 2:00 PM on 20.01.2020
Last date and time for uploading of proposals in e-Procurement platform	Upto 2:00 PM on 25.01.2020
Time and date for opening of Technical Proposals	at 2:30 PM on 25.01.2020
Date of Presentation	at 3:00 PM on 25.01.2020
Time and date for opening of Financial Proposals	To be intimated later
Place for Opening of Proposals and Address for communication	Uttarakhand Tourism Development Board Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun– 248 003

I. Instructions to Bidders (ITB)

1. Uttarakhand Tourism Development Board (UTDB) invites proposals through e-procurement portal for providing services for the captioned subject as per details given in this document in accordance with Uttarakhand Procurement Rules, 2017.
2. Detailed Scope of Work / Services are given before commencement of Annexures Section.
3. Selection Criteria:
 - A) Eligibility Criteria:
 - (i) The Firm /Agency of repute should be a registered entity and must have been in operation for a minimum period of 10 years as on last date for submission of Proposal.
 - (ii) Should have GST registration.
 - (iii) A Power of Attorney for signing of proposal needs to be furnished in favour of the Authorized Signatory as per format provided in Annexure - 1.
 - (iv) Affidavit as per format provided in Annexure – 2.
 - (v) The bidding agency should have featured in the top 10 (ten) creative agencies' list of Brand Equity 2017-18, Agency Reckoner.

- (vi) Agency should have been awarded minimum three awards for Exceptional Performance during three years prior to last date for submission of proposal.
 - (vii) The Service Provider must have produced promotional films for Government of India or any State tourism department for a total value of not less than Rs. 10 crores on an average per year during three years prior to the last date for submission of Proposal as per Annexure - 5 (submit Client's certificate or CA certificate)
 - (viii) Average annual Financial Turnover during the financial years 2016-17, 2017-18 and 2018-19 – not less than Rs. 100 (hundred) crores as per Annexure -6 (CA certificate)
(The Financial turnover is the total financial turnover of the bidding company / organization / Service Provider from any activity. But, financial capability of the Service Provider's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Service Provider.)
 - (ix) 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/- (Rs. 10,000/- + GST@ 18%) to be paid by way of DD or Banker's cheque in favour of the CEO, UTDB and payable at Dehradun.
 7. Earnest Money:
 - (i) Earnest Money for an amount of Rs. 10 (ten) 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" payable at Dehradun. Otherwise, the Proposal shall be summarily rejected. 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 - 7 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) Proposals of lesser value shall be summarily rejected as non-responsive.

- (vii) The bidders (enterprises) complying with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20th August 2019 are exempted from payment of Tender Fee and Earnest Money Deposit (EMD).
8. Proposal Preparation Cost:
The Bidder shall be responsible for all the costs associated with the preparation of its proposal and its participation in the bidding process. UTDB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.
9. Clarifications:
Bidders requiring any clarification on the tender document through e-mail to publicityutdb@gmail.com with CC to procurement.utdb@gmail.com prior to the time and date given in the Tender Schedule (Page – 1).
10. Amendment of RFP Document:
(i) At any time prior to the Proposal Due Date, UTDB may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Proposal Document through Addendum / Corrigendum which will be posted on the website: www.uktenders.gov.in only.
(ii) In order to afford Bidders reasonable time in which to take an Addendum into account, or for any other reason, UTDB may, at its own discretion, extend the Proposal Due Date.
11. Validity of Proposal:
(i) The Proposal shall be valid for not less than 120 (One hundred Twenty) days from the last date for Proposal submission (but excluding the day of Proposal submission). Proposals of lesser validity shall be summarily rejected as non-responsive.
(ii) Prior to expiry of the original Proposal Validity Period, UTDB may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Proposal Security. The Proposal of any bidder refusing to extend the Proposal Security shall be returned and shall not be included in the further proposal process. A Bidder agreeing to the request of extending the Proposal Security will not be allowed to modify its Proposal, but would be required to extend the validity of its Proposal Security for the period of extension.
12. Pre-Proposal Meeting:
(i) To clarify and discuss issues with respect to the work and the proposal a Pre-Proposal meeting will be held as indicated in the Tender Schedule given on Page no. 1 of this document. Attendance of the Service Providers 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) A maximum of two representatives of each Service Provider shall be allowed to participate on production of letter to UTDB from the Service Provider.
(iii) 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.
13. Bidders may note that UTDB will not entertain any deviations to the proposal Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be

unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the proposal Document with all its contents including the Contract. Any conditional Proposal shall be regarded as non-responsive and shall be rejected.

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

15. Format and Submission of Proposal:

- (i) Service Providers would provide all the information as per this proposal Document and in the specified formats. UTDB reserves the right to reject any Proposal that is not in the specified formats.
- (ii) The proposal should be submitted in two folders as provided in the e-portal – Technical and Financial Proposals.
- (iii) Technical Proposal Folder should have documents / information required as per RFP including a ppt. presentation for evaluation purpose on Approach & Methodology.
- (iv) Covering Letter as per format given in Annexure – 8.

No financial information like price should be given in the Technical proposal, in which case the proposal shall be summarily rejected.

- (v) Financial Proposal envelope:
As per BoQ in the financial folder.
- (vi) The Service Providers shall prepare and submit online through website: www.uktenders.gov.in scanned copies of original documents comprising the Proposals as described above.
- (vii) Proposals should be submitted / uploaded on the website: www.uktenders.gov.in only. **Submission of Proposals through any other mode is not acceptable and shall be rejected.**
- (viii) UTDB, at its sole discretion, may extend the last date for Proposal submission by issuing an Addendum on the website: www.uktenders.gov.in only.
- (ix) **Late Proposals:** It may be noted that the e-portal will not accept any Proposal after the specified due time as per its server clock.
- (x) The Service Provider is expected to examine all instructions, forms, terms, and specifications in the tender document. Failure to furnish all information required by the bidding documents or submission of a quotation not substantially responsive to the tender document in every respect will be at the Bidder's risk and may result in rejection of its quotation.
- (xi) **The (a) Proposal fee, (b) Earnest Money, (c) Original Power of Attorney (as per format) and (d) Original Affidavit** (as per format) testifying the correctness of information / documents furnished in the proposal shall be submitted / delivered, addressed 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, **before 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 be uploaded as part of Technical Proposal. **In case these original documents are not received within the stipulated time, the proposal shall be summarily rejected. No other original documents are required at this stage.**

16. Modification and Withdrawal of Proposals:

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

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

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

19. Proposal Opening:

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

20. Confidentiality :

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

21. Clarifications :

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

22. Proposal Evaluation:

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

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

The presentation should cover *inter alia*:

- (a) Assignments / Contracts already executed showcasing previous experience in promoting tourism through films in India
- (b) Appropriate strategy and plan for promotion of tourism through films in Uttarakhand

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

- (iii) The bidder who quotes lowest lump sum amount (for evaluation purpose only, though payments shall be made for actual work / services rendered) shall be declared as successful bidder
- (iv) In case more than one bidder has quoted same amount, the bidder having higher / highest cumulative contracts' value during Financial Years 2016-17, 2017-18 and 2018-19 will be declared as successful bidder.
- (v) In case of discrepancy /mismatch between figures and words, amount in the words shall be considered for evaluation; and, for successful bidder, for Award of Contract. In case of discrepancy /mismatch between unit rate and total amount, unit rate will be considered and arithmetical correction will be done.
- (vi) A Proposal submitted with an adjustable price will be treated as non-responsive and rejected.
- (vii) 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.
- (viii) With regard to interpretation of provisions in this document and bidders' responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all bidders.
- (ix) Further applicable Financial Evaluation and subsequent purchase preference may be considered for the bidders (enterprises) eligible under the provisions of Uttarakhand Government Order (GO) of Finance Department No. 195/XXVII (7)32/2007 TC/2019 dated 12th July 2019.

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

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

highest ranked Bidder gets disqualified / rejected, then UTDB reserves the right to:

- (a) either invite the next ranked Service Provider to match the Financial Proposal submitted by the Successful Bidder; OR
- (b) Take any such measure as may be deemed fit in the sole discretion of UTDB, including annulment of the bidding process.

24. Notifications:

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

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 LOA or such time as indicated by UTDB.
- (ii) The draft Contract is given in Annexure - 10
- (iii) UTDB will promptly notify other Service Providers that their Proposals have been unsuccessful.

28. Performance Security:

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

SCOPE OF WORK/TASKS/ACTIVITIES

The Bidder will be responsible for the following tasks:

Sl. No.	Items	Quantity (Short films + TVC)
1.	1 Minute duration Promotional short film (may vary up to 2 minute as per requirement of the script.) + TVC of 30 seconds for National & International promotion on following theme <ul style="list-style-type: none"> i. Wellness Tourism of Uttarakhand ii. Adventure Tourism of Uttarakhand iii. Homestay 	1 + 1 1 + 1 1 + 1
2	5 Minute duration Promotional short film (may vary up to 1 minute as per requirement of the script.) + TVC of 30 seconds for National & International promotion on following theme <ul style="list-style-type: none"> i. Overall Tourism promotion in Uttarakhand ii. Investment promotion in Tourism Sector 	1 + 1 1 + 1

Content and object of the film:

- I. Wellness Tourism - Yoga, Spiritual, Meditation, Ayurveda, Hath Yoga, Shirodhara, etc.
- II. Adventure Tourism - River Rafting, Skiing, Paragliding expedition and other adventure tourism activities available in Uttarakhand.
- III. Homestay – For promoting existing homestays in Uttarakhand.
- IV. Overall Tourism – On all tourism resources available in Uttarakhand like Natural, religious, wild jungle Safari / Art, Craft & Culture, Fair & Festivals, Dhol-Damau, etc. including content mentioned in Wellness & Adventure Tourism points.
- V. Investment promotion in Tourism Sector – On available opportunities in different tourism avenues for promotion of Investment.

1) Storyboard:

The Bidder is expected to include minimum one storyboard or concept in this proposal, in order to present a vision of how the video will be carried out, in terms of style, shots, and theme. The awarded Bidder (referred to as the Contractor) will work closely with UTDB personals to develop the final storyboard for the video before filming. The video is expected to have a cinematic theme that portrays the Wellness, Adventure, Overall Tourism & Investment promotion in tourism sector of Uttarakhand. The idea is to highlight Wellness, Adventure & Overall Tourism resources & Investment promotion opportunities to the national and international and allow them to visually experience tourism in Uttarakhand. UTDB must give final approval on the storyboard before filming commences.

2) Filming

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

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

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

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

3) Editing and Post Production

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

- Use of royalty free music, or music which the firm has a commercial license to use
- Use of voiceover: The Bidder must propose several English voiceover samples (male and female) and UTDB will make the final choice. Voiceover will not be used for the entire video.
- Use of text and graphics: Where appropriate, the Contractor must utilize graphics on screen such as the title of the video, location or activity in the video.
- Use of animation: If needed, the Contractor must utilize simple animation to illustrate a concept or explanation of a process.
- Branding: The bidder must abide by UTDB branding in the production of the video, including showing the UTDB logo at the end of the video in addition to showing a disclaimer which will be provided by UTDB.
- The film duration is not to exceed 6 minutes, but not less than 1 minute with TVC of 30 seconds for National & International promotion compatible to all platforms.

4) Delivery

The contractor must deliver the final product in a high-resolution minimum 8K, digital (compressed for internet purposes) and hard copy (DVD) format on or before 28-02-2020.

DELIVERABLES

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

II. CONDITIONS OF CONTRACT

1. Definitions

- a. In this Contract, the following terms shall be interpreted as indicated:
 - (i) "The Contract" means the agreement entered into between the UTDB and the Service Provider , as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - (ii) "The Contract Price" means the fees payable by the Service Provider under the Contract for the full and proper performance of its contractual obligations;
 - (iii) "Services" means services required to be provided by the Service Provider covered under the Contract;
- b. The Service provider shall permit UTDB to inspect the Service provider's accounts and records relating to 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 In addition, the Service provider shall undertake an insurance cover against all third-party claims for the value not less than the Contract value including GST in the name / joint name of "CEO, UTDB".
- 2.3 The Service provider shall take all other appropriate insurance covers to protect its own properties and employees.
- 2.4 The Service provider shall further insure for appropriate sum the users of its services as required under relevant Law of the State or India.
- 2.5 The agency would indemnify UTDB against any claim of copyright violation / plagiarism, etc.

3. Payment

- 3.1 The Service provider's request(s) for payment shall be made to the UTDB in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted and upon fulfillment of other obligations stipulated in the contract.
- 3.2 Payments shall be made promptly by the UTDB but in no case later than sixty (60) days after submission by the Service provider the invoice and acceptance by authorized authority. No advance payment will be considered by the UTDB.
- 3.3 100% payment on acceptance of the films per unit as per BoQ.
- 3.4 On completion of activity, the agency would submit an invoice in triplicate with supporting documents, if any, to UTDB for payment. After completion of the due procedures, in the UTDB, payment will be made by electronic transfer of funds to the bank account of the agency concerned.
- 3.5 GST as applicable will be paid on actuals.
- 3.6 For facilitating Electronic Transfer of funds, the selected agency will be required to indicate the name of the Bank & Branch, account no. (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the agency.

4. Fees

- 4.1 Fees charged by the Service provider for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Service provider in its proposal.

- 4.2 Service provider shall be entirely liable to pay and responsible for remittance with appropriate authorities all taxes, duties, license fees, permits, etc., incurred for and during the execution of this Contract.
- 4.3 Fees quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

5. Contract Period and deliverables with timelines: This Contract valid for one year from signing of this Contract. Initially films have to be made and delivered as detailed under **SCOPE OF WORK AND SERVICES** given in the previous section.

- (i) Submission of concept paper within 15 days from the Work Order.
- (ii) Submission of draft promotional film within 30 days from acceptance of the concept paper.
- (iii) Submission of final promotional film within 10 days from acceptance of draft promotional film.

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 Goods or to perform 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 / task / service is delayed beyond the Schedule approved by UTDB, a penalty @1% of the total contract value including GST per week would be imposed.
 - (ii) UTDB reserves the right to deduct the penalty either from Performance Bank Guarantee or from pending invoices submitted for the work already performed by the agency.

9. Termination for Default

- 9.1 The UTDB may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service provider, terminate the Contract in whole or part:
- (i) if the Service provider fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the UTDB; or
 - (ii) if the Service provider fails to perform any other obligation(s) under the Contract.
 - (iii) If the Service provider, in the judgment of the UTDB has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - (iv) If the Agency becomes insolvent or goes into compulsory liquidation.
 - (v) If the Agency submits to UTDB a false statement which has a material effect on the rights, obligations or interests of UTDB.
 - (vi) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to UTDB.
 - (vii) If the Agency fails to provide the quality services as envisaged under this Contract.

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

10. Force Majeure

The Service provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, 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 High court of Judicature, 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 Sub-contractors / sub-lessees also should not have been blacklisted by any government department or organisation or undertaking and the Service Provider should get all of them approved by UTDB.
- 12.9 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.
- 12.10 The Agency should have a full-fledged establishment within Uttarakhand and an office with a dedicated team in Dehradun. In case, the agency, presently has no office in Dehradun, it must provide a dedicated team based in Dehradun to service the account of UTDB within 30 days from the date of award of contract.

{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 **Selection of agency for producing promotional films for Uttarakhand Tourism Development Board** 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 OF2.....

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 Apostole certificate.

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

AFFIDAVIT

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

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

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

Authorized signatory for the Service Provider

Signed: _____

Name: _____

Designation: _____

Date: _____

(Notarised)

(Name, Title and Address of the Attorney)

Accepted

.....

(Signature)

Witnesses:

1.

2.

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

Fraud and Corrupt Practices

- 1) The Service Providers and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, UTDB may reject an Application without being liable in any manner whatsoever to the Service Providers if it determines that the Service Providers has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 2) Without prejudice to the rights of UTDB, if any Service Provider is found by UTDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Service Providers shall not be eligible to participate in any tender or proposal issued by UTDB or by any other Agency of Government of Uttarakhand during a period of 1 (one) year from the date such Service Providers are found by UTDB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3) For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) “**Corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of UTDB who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising 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 undertake and confirm that in the preparation and submission of this proposal, we have not acted in concert or in collusion with any other Service Provider or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.
2. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or Service Provider in connection with the instant proposal.

Format for Technical Proposal – Past Experience

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

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

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

.....
Name of the Service Provider

.....
Signature of the Authorised Person

Format for Financial Capability

Financial Year	Amount (In Rs.)
2016-17	
2017-18	
2018-19	

Note:

1. The Bidder should provide the Financial Capability based on its own financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.
2. This should be certified by CA along with his / her firm stamp and registration no. will be considered.

Format 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 :

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 agency for producing promotional films for Uttarakhand Tourism Development Board.

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

Dated thisDay of, 2019.

Name of the Service Provider

.....

Signature of the Authorised Person

Note:

*** On the Letterhead of the Service Provider.

Format for Financial Proposal

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

CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

TOTAL VALUE:

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

Signed, Sealed and Delivered by the
said

(For the UTDB)

(For the Service Provider)

Witness: 1

Witness: 2

(Proforma of Performance Bank Guarantee)

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

In favour of

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

WHEREAS

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

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

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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

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

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

In order to give effect to this Guarantee, UTDB shall be entitled to treat the Guarantor as the Principal Debtor.

The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents or by the extension of time for performance granted to the Service Provider or postponement/non exercise/ delayed exercise of any of its rights by UTDB or any indulgence shown by UTDB to the Service Provider and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by UTDB or any indulgence shown by UTDB, provided nothing contained wherein shall enlarge the Guarantor's obligation hereunder.

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

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

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

SIGNED AND DELIVERED

by

_____ Bank

by the hand of Shri _____

its _____ and authorised official.