



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
Website: uttarakhandtourism.gov.in

No. 4453/2-1-Nazarat (Vehicle tender) /2019

Dated 31st December 2019

Subject: Invitation for submission of proposals through e-procurement portal for hiring of vehicles for UTDB office following Uttarakhand Procurement Rules, 2017.

Tender Schedule

Date of downloading tender document	From 2:00 PM on 01.01.2020
Pre-proposal meeting	at 2:30 PM on 07.01.2020
Last date for seeking clarification, if any	Upto 2:00 PM on 09.01.2020
Start date and time for uploading of proposals (both Technical and Financial) in e-Procurement platform	Upto 2:00 PM on 15.01.2020
Last date and time for uploading of quotation in e-Procurement platform	Upto 2:00 PM on 22.01.2020
Time and date of opening of Technical Proposals	at 2:30 PM on 22.01.2020
Time and date of opening of Financial Proposals	To be intimated later
Place of 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

(Note: If the office happens to be closed on the days of submission of original documents or opening of proposals, same stands postponed to the next working day without any change in time or venue. However, please note there will be no change in Proposal submission date on e-portal, unless it is also extended).

I. Instruction to Bidder (ITB)

1. Uttarakhand Tourism Development Board (UTDB) invites proposals through e-procurement portal for hiring of vehicles as per details given in this tender following 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) Should have filed the IT returns for the Financial Years 2016-17, 2017-18 & 2018-19.
- 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 black listed as on the last date of proposal submission by any Ministry / Department / Undertaking of Government of India or any State or Union Territory Administration.
- viii) The agency should possess license to run a vehicle on hire/agency license from Transport department (RTO).

B) Post Qualification Criteria:

- i) Should have executed successfully atleast one contract of providing vehicles in any one year during financial years 2016-17, 2017-18 & 2018-19 worth not less than Rs. 15 (fifteen) Lakhs.
- ii) Should have achieved an Average annual turnover during the financial years 2016-17, 2017-18 & 2018-19 of not less than Rs. 45 (Fourty five) Lakhs as per Annexure - 7.
(The Service Provider should provide the Financial Capability based on its own financial statements. 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 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. Proposal fee of Rs 5,900 (Rupees 5,000 + GST) to be paid by way of DD or Banker's cheque in favour of the CEO, UTDB and payable at Dehradun.

7. Earnest Money:

Earnest Money for an amount of Rs. 45,000/= 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 and having a validity period of minimum 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.

- a) 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.
- b) 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.
- c) The Earnest Money shall be forfeited in the following cases:
 - i) 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
 - ii) If the Successful Service Provider fails to provide the Performance Security within the stipulated time or any extension thereof provided by UTDB.
- d) Proposals of lesser value shall be summarily rejected as non-responsive.
- e) 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 e-mail to Nazarat Section at utdbnazarat01@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 document:

- a) 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 document through Addendum / Corrigendum which will be posted on the website: www.uktenders.gov.in only.
- b) 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:

- a) The proposal shall be valid for not less than 90 (Ninety) 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.
- b) 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:

- a) To clarify and discuss issues with respect to the work and the proposal document 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.
- b) A maximum of two representatives of each Service Provider shall be allowed to participate on production of letter to UTDB from the Service Provider.
- c) 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. Service Providers 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 Service Providers will be unconditional and unqualified and the Service Providers 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:

- a) 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.
- b) The proposal should be submitted in two folders as provided in the e-portal – Technical and Financial proposals.

- c) Technical proposal folder should have documents / information required as per RFP.
- d) Covering Letter as per Annexure 2 stating the proposal validity period.
No financial information like price should be given in the Technical proposal, in which case the proposal shall be summarily rejected.
- e) Financial proposal envelope:
As per BoQ in the financial folder.
- f) 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.
- g) 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 not be considered.
- h) 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.
- i) **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.
- j) 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.
- k) **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 – 248 003, and delivered at the Nazarat Section of UTDB, 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:

- a) 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.
- b) 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:

- a) Service Providers' representatives who choose to be present may attend the proposal opening.
- b) 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 :

- a) 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.
- b) 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.
- c) 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:

- a) To assist in the examination, evaluation, and comparison of proposals, UTDB may utilise the services of consultant/s or advisor/s.
- b) Evaluation of proposals will be done in two stages – first of Technical proposal, if found responsive, followed by financial proposal.

- c) Contract will be awarded for the lowest quote excluding GST for respective monthly rate. In case more than one Service Provider has quoted same fee, the Service Provider having higher / highest cumulative contracts' value during the Financial Years 2016-17, 2017-18 & 2018-19 will be declared as successful Service Provider. (Hence, Service Providers are requested to provide list of all contracts executed during the Financial Years 2016-17, 2017-18 & 2018-19 as per format in Annexure -5).
- d) UTDB reserves the right to negotiate with the successful Service Provider for other applicable rates. If negotiation is not successful, UTDB may accept the lowest rates in the respective category or retender.
- e) In case of discrepancy / mismatch between figures and words, words shall be considered for evaluation; and subsequently for award of Contract.
- f) Prices quoted by the Service Provider shall be fixed during the Service Provider's performance of the Contract and not subject to variation on any account. A quotation submitted with an adjustable price will be treated as non-responsive and rejected.
- g) 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.
- h) 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:

- a) 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.
- b) UTDB reserves the right to reject any proposal including that of the Preferred Service Provider if:
 - i) 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
 - ii) the Service Provider does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.
- c) If such disqualification/ rejection occur after the Financial Proposals have been opened and the highest ranked Service Provider gets disqualified / rejected, then UTDB reserves the right to:
 - i) either invite the next highest ranked Service Provider to match the Financial proposal submitted by the highest ranked Service Provider; OR
 - ii) take any such measure as may be deemed fit in the sole discretion of UTDB, including annulment of the bidding process.

24. Notifications:

- a) 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.
- b) 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.
- c) The Notification of Award will 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 to with the lowest evaluated responsive proposal.

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:

- a) The Successful Service Provider shall execute the Contract within two (2) weeks of the issue of LOA or such time as indicated by UTDB.
- b) 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:

- a) Before signing of the Contract, the Successful Service Provider shall furnish Performance Security for an amount equal to not less than 10% of annual fee for the respective category monthly rate 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 4) issued by a scheduled bank located in India in favour of UTDB with validity for 60 (sixty) days beyond the performance of the Contract:
- b) The Performance guarantee shall be forfeited and en-cashed in the following cases:
 - i) If the Successful Service Provider withdraws midway during the work completion.
 - ii) Any other act or acts of the successful Service Provider which renders the work un-operational and UTDB establishes sufficient reasons to forfeit the performance guarantee.
- c) Failure of the successful Service Provider to furnish the Performance Security shall constitute sufficient grounds for the annulment of the award in which event the UTDB may make the award to the next lowest evaluated Service Provider or call for new proposals.

SCHEDULE OF REQUIREMENT

- (1) Types of vehicles required (all with AC):
 - (i) Below 2,000 CC like Indigo / Swift Desire, etc. –
 - (ii) Above 2,000 CC like Innova / Scorpio / Bolero 4 wd / XUV 500, etc.
 - (iii) Tempo-traveller
- (2) Vehicles are required on montly basis, daily basis and for out-station tours.
- (3) Quotation should be given as per financial proposal format.

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

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) "Services" means services and other obligations of the Service Provider covered under the Contract;
- 1.2 The Service Provider shall permit UTDB to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by independent auditors appointed by UTDB, if so decided.

2. Indemnity

- 2.1 The Service Provider shall indemnify UTDB any legal and financial liability against all third-party claims arising out of this Contract including all acts of omission and commission on the part of the Service provider and their personnel.
- 2.2 In addition, the Service Provider shall undertake appropriate insurance cover for the vehicles deployed against this contract.
- 2.3 The Service Provider shall take all other appropriate insurance covers to protect its own property 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.

3. Compliance to Statutes and Safety Standards:

- 3.1 The Service Provider shall comply with all applicable statutory provisions including guidelines issued by NGT or any other authority/ies with regard to environment protection, safety of the users and general public during the operation by the Service Provider.
- 3.2 The Service Provider shall comply with all applicable statutory provisions with regard Minimum Wages Act, PF, ESI, etc., for the personnel employed.
- 3.3 The Service Provider has to register itself in Uttarakhand State for remittance of GST; if not registered earlier before commencement of services.
- 3.4 All vehicles should have valid registration and insurance cover.
- 3.5 The drivers should have valid driving licence and should have police verification done.

4. Payment

- 4.1 The method and conditions of payment to be made to the Service provider (in Indian Rupees) under this Contract shall be 100% on monthly basis for vehicles hired during previous month.
- 4.2 The Service Provider's request(s) for payment shall be made to the UTDB in writing, accompanied by an invoice describing, as appropriate, the vehicles deployed, and by documents, submitted and upon fulfillment of other obligations stipulated in the Contract.
- 4.3 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.

5. Prices

- 5.1 Prices charged by the Service Provider for the vehicles deployed under the Contract shall not vary from the prices quoted by the Service Provider in its proposal.
- 5.2 Service provider shall be entirely liable to pay and responsible for remittance with appropriate authorities all taxes, duties, license fees, permits, levies, penalties, etc., incurred for and during the execution of this Contract.

6. Commencement of Services:

The Service Provider shall provide all the services agreed upon within seven (7) days from Signing of the Contract.

7. Period of Contract:

For one year from signing of the Contract. The Contract may be extended on same terms and conditions for further periods but not exceeding in aggregate one year, subject to satisfactory performance.

8. Contract Amendments

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

9. 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.

10. Liquidated Damages

If the Service Provider fails to deploy the vehicles as per requirement, the UTDB shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% per week rental charges for the respective category due to be paid and up to a maximum deduction of Performance Security amount. Once the maximum is reached, the UTDB may consider termination of the Contract.

11. Termination for Default

- 11.1 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 Services 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.
- 11.2 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, 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. Force Majeure

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

13. Other Terms

- 13.1 The agency should follow all relevant transport laws. Copy of RC Book, driver's license, vehicle insurance, drivers insurance should be provided.
- 13.2 Agency shall provide a suitable driver (non-alcoholic) with the vehicle.
- 13.3 The vehicle shall be maintained in good condition always.
- 13.4 Vehicle should be sturdy for field travel.
- 13.5 In case of a vehicle breakdown the agency shall immediately provide another vehicle in its place.
- 13.6 The agency shall provide a substitute driver in case of absence/leave of the driver.
- 13.7 The driver shall maintain meticulously the details in the log-book and get it signed by the officer in charge on daily basis.
- 13.8 The agency shall provide uniform and shoes to the driver.
- 13.9 The driver shall come neatly dressed to work.
- 13.10 Agency shall make good any loss suffered by UTDB due to negligence or carelessness of the driver. This will be in addition to normal legal/police procedures.
- 13.11 Opening of meter reading shall commence & close at UTDB office, Dehradun or any other place for the journey specified by UTDB.
- 13.12 The drivers shall carry the driving Licenses and relevant documents while on duty.
- 13.13 The agency shall take steps to ensure that the vehicles provided to UTDB always conform to the Emission norms prescribed as per law and rules in force.
- 13.14 It shall be the sole responsibility of the agency for the vehicles to meet or discharge any liability arising out of the violation of Traffic Rules and Regulations and Statutory Regulations and all such rules in force.
- 13.15 It shall be the responsibility of the agency to produce at its own cost the drivers, vehicles both before the courts of law and before the police authorities whenever required in case of accidents or any orders, contingencies or any orders or discretions of the Judicial or Executive Authorities.
- 13.16 The drivers shall carry the identity card together with an attested photocopy which in turn shall be attested by the UTDB.
- 13.17 It shall be the sole responsibility of the agency regarding the payments /compensation /damages to any party in case of any accident / mishap.
- 13.18 The agency should submit receipt of taxes paid to the Government along with the bill.

14. Settlement of Disputes

- 14.1 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.
- 14.2 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.
- 14.3 All disputes shall be subject to jurisdiction of courts in Dehradun.

Fraud and Corrupt Practices Undertaking

- 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 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.

Format for Covering Letter cum Work Undertaking ***

To

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

Dear Sir,

Ref.: Invitation for submission of proposals through e-procurement portal for hiring of vehicles for UTDB office.

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 Document 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.*

Anti-Collusion Certificate 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.

(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 – 248 003 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 Service Provider **for hiring of vehicles for UTDB** for a period of one year (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.

Format for Technical Proposal*(To be provided on the Letterhead of the Service Provider and to be signed by the Service Provider)***A. Past Experience of 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 Proposal

As per BoQ in the financial folder.

Format for Financial Capability

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

Note:

1. The Service Provider should provide the Financial Capability based on its own financial statements. 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.
2. Annual Turnover Certificate duly certified by Chartered accountant along with his / her firm stamp and registration number will only be considered.

{Note:

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

Power of Attorney for signing of 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 hiring of vehicles for UTDB office;** Work 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 Apostle certificate.

CONTRACT FORM

This CONTRACT (hereinafter called the “Contract”) is made the _____day of the month of 2019

between, on the one hand

Uttarakhand Tourism Development Board, Pt. Deendayal Upadhyaya Paryatan Bhawan, (Near ONGC Helipad), Garhi Cantt., Dehradun – 248 003 represented by its (hereinafter called the “Client”) and, on the other hand,

M/s (address) represented by its _____(name and designation) (hereinafter called the “Service Provider”)

WHEREAS the UTDB is desirous that certain services viz., (*Brief Description of Services*) and has accepted a quotation by the Service Provider for the supply of those services in the sum of (*Contract Price in Words and Figures*) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Power of Attorney;
 - b) Affidavit;
 - c) Covering letter;
 - d) Scope of Services;
 - e) Conditions of Contract;
 - f) Price Schedule uploaded by the Service Provider;
 - g) Notification of Award;
 - h) Minutes of pre-contract negotiation meeting (if held); 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 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 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 Vehicles, which shall be provided by the Service Provider are as under:

Sl. No.	Brief description of services	Quoted rates

Contract Period: For one year from signing of the Contract. The Contract may be extended on same terms and conditions for further periods but not exceeding in aggregate one year, subject to satisfactory performance.

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

I / We, who is / are Authorised to sign and submit the proposal against your IFB [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-contractors, service providers, Contractors and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,
 - iii. indemnify and compensate the UTDB from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,
 - iv. our firm / company, M/s. and our Principal M/s. are not blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union territory administration in India.
2. If we are found contravening this undertaking even after award of contract in our favour or anyone else, we accept disciplinary action by the UTDB including rejection of our proposal, annulment of contract and blacklisting.

Authorized signatory for the Service Provider

Signed: _____

Name: _____

Designation: _____

Date: _____

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

Accepted
.....
(Signature)

Witnesses:

1.

2.

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