

Reference No. 899-c

Request for Proposal

For

**Selection of Travel & Hospitality Agency for assisting Directorate of Industries
in organizing Uttarakhand Global Investors Summit 2023 in the State of
Uttarakhand**



**Directorate of Industries (DoI)
Government of Uttarakhand
Patel Nagar, Dehradun**



NOTICE

INVITING TENDER FOR

Request for Selection of Travel & Hospitality Agency for assisting Directorate of Industries in organizing Uttarakhand Global Investors Summit 2023 in the State of Uttarakhand

The Directorate of Industries (DoI), Government of Uttarakhand invites proposals from reputed Travel & Hospitality Agency in the Request for Proposal (Advertisement reference no 899 dated 5/06/2023) floated by Directorate of Industries for supporting the State of Uttarakhand for the Global Investors Summit proposed to be held in December 2023.

This RFP document is being prepared to provide details about scope of work, expectations from the agency, bidding procedure and can be downloaded from the website www.uktenders.gov.in and www.doiuk.org. Response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties. The tender document cost of Rs. 5,000/- (inclusive GST) is to be submitted vide crossed demand draft on any Nationalized bank/Scheduled Bank in favour of “**Director, Industries, Uttarakhand**” payable at Dehradun.

The proposal needs to be submitted through online mode only on www.uktenders.gov.in .

All other communication can be made through e-mail at info@doiuk.org

Issued by

The Director

Directorate of Industries
Government of Uttarakhand
Patel Nagar, Dehradun
Uttarakhand 248001 (India)



Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidder(s) by the Directorate of Industries (DoI), Government of Uttarakhand herein after referred to as Department, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons, and it is not possible for the Department, their employees, or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

Department, their employees, and advisors make no representation or warranty and shall incur no liability under, statute, rules or regulations as to the accuracy, reliability of the information.

Department may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.



1. Introduction

Uttarakhand Global Investors Summit- 2023 is being organized in Dehradun during the month of December 2023, with an objective to garner investment opportunities across the different sectors of businesses within the state of Uttarakhand. This will be a pioneering and a landmark event to catapult the state amongst investors keen to partner and establish long term business ventures to bring about development of the people as well as benefit industries in getting effective returns.

Directorate of Industries makes various efforts for promoting investments in industrial sector in the State of Uttarakhand and attracts various investors. In its efforts to promote investment and the State as ideal investment destination.

As part of reaching out to the wider participants, the State Government intends to create awareness amongst Summit stakeholders across the globe, about Uttarakhand and the Summit as an ideal platform for exploring new ideas, technologies and opportunities in emerging sectors and emerging geographies through creative documents/collaterals.

Directorate of Industries as a nodal organization for the Summit intends to appoint an Agency having experience in providing the Travel & Hospitality services for Uttarakhand Global Investor Summit 2023.

2. Objective

Directorate of Industries, Government of Uttarakhand in its endeavor to promote industrial activity in the State and establish Uttarakhand as one of the prime investment destinations, has concrete plans to create awareness among existing and prospective entrepreneurs about the current incentives and facilities being offered by Government of Uttarakhand for facilitating Investment. In this backdrop, the state has planned to participate in and organize events, conferences, mini conclaves, road shows, business development meets, G2B meets etc. The objective of this RFP is to request for proposals to engage a reputed Travel & Hospitality Partner Agency for the scope of work mentioned in this RFP for the Uttarakhand Investors Summit of Government of Uttarakhand. The RFP document provides the Scope of Work, terms and conditions including evaluation criteria, suggested response formats etc.

The agency shall support the Government of Uttarakhand in organizing Uttarakhand Global Investors Summit 2023.

Duration of the engagement will be 6 months from the award of contract. Timelines and important information are mentioned as under:



| | |
|--|---------------------------------|
| Availability of RFP document on the official website (www.uktenders.gov.in / www.doiuk.org) | 12.06.2023 from 2:00 pm Onwards |
| Last date for submission of queries | 16.06.2023 up to 11:00 am |
| Pre-bid meeting | 16.06.2023 at 1:00 pm |
| Last date and time for submission of proposal | 23.06.2023 up to 11:00 am |
| Date & time for Opening of proposal | 23.06.2023 at 11:30 am |

* Venue for Pre-bid meeting will be at **Directorate of Industries, Industrial Area Patel Nagar, Dehradun**. The meeting can also be joined virtually through link: <https://meet.google.com/aoh-dqdp-gne>

All the queries must be submitted latest by 11am on 16/06/2023 through email at info@doiuk.org .

For any queries please contact:

| | |
|--------------|--|
| Name | Rajendra Kumar Dy. Director, Directorate of Industries Uttarakhand, Dehradun |
| Email | info@doiuk.org |
| Phone Number | +91 135 2728227 |

3. Instructions

3.1 Instruction to Applicants /Bidders

Bid Submission

Proposal should be submitted through online mode only at www.uktenders.gov.in .

EMD and Tender fee must be submitted in original in a sealed envelope physically at Directorate of Industries, Industrial area, Patel Nagar, Dehradun on or before the date of opening of proposal. The scanned copies of the same should be uploaded online along with the proposal.



3.2 General Instructions

- i. The selection shall be on the two-bid system.
- ii. The Agency shall propose team consisting of staff / experts to take care of all aspects of the assignment.
- iii. All contents of the Proposal should be clearly numbered, indexed, and arranged in a sequence and shall be bound firmly.
- iv. The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the official of Agency themselves. The person who signs the proposal must put initial against such corrections.
- v. The proposals shall be signed and submitted by the Authorized Signatory of the Agency. In the Proposal there shall be a letter of authorization/written power of attorney
- vi. Validity of the proposal shall be 180 days from the last date of submission of the proposal.
- vii. Clarifications may be sought only in pre-bid and no queries shall be entertained thereafter.
- viii. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant.

3.3 Earnest Money Deposit

- i. An Earnest Money Deposit of Rs. 3.00 Lakhs (Rs. Three Lakhs only) in the form of DD/FDR/Bank Guarantee in favour of Director, Industries, Directorate of Industries, Industrial Area, Patel Nagar, Dehradun, Uttarakhand, payable at Dehradun.
- ii. The EMD is required to protect the purchaser the risk of bidders conduct which will warrant the security for future.
- iii. Proposals received without the Earnest Money Deposit will be summarily rejected.
- iv. The unsuccessful bidder's EMD will be discharged/ returned after the award of contract to the successful bidder. No interest will be paid by the department on EMD.
- v. The successful bidders EMD will be discharged upon the bidder executing the contract and furnishing the performance Bank guarantee. No interest will be paid by purchaser.
- vi. The EMD must be submitted must be valid for 90 days of any commercial/scheduled bank/nationalized bank.
- vii. The EMD may be forfeited-



- a. If a bidder withdraws its bid during the period of bid validity specified by the bidder in the bid.
- b. In case of a successful bidder fails
 - a. To sign the contract in accordance with RFP pre-requisite.
 - b. To furnish bank guarantee to contact performance as mentioned in this RFP.

3.4 Performance Bank Guarantee/FDR

Bank Guarantee/FDR of 5% of the contract value towards Performance Security shall be submitted to the department within 15 days from the date of LoA in favour of Director, Industries, Directorate of Industries, Industrial Area, Patel Nagar, Dehradun, Uttarakhand, payable at Dehradun. The validity of Performance Guarantee shall be minimum of 7 months. Upon expiry of the agreed engagement period the bank guarantee will be handed over within 30 days.

4. Qualification criteria

| S. No. | Criteria | Documentary Evidence |
|--------|--|---|
| 1 | Agency should be a registered legal entity with minimum 5 years of existence as on 31 March, 2023 in the business of Travel & Hospitality Services | Certificates of Registration/ Incorporation/ GST Registration |
| 2 | The Agency should have an average annual turnover of INR 10 crore in last 5 financial years (FY 2017-18, 2018-19, 2019-20, 2020-21, 2021-22) | Certificate from statutory auditor /Audited financial statements. |
| 3 | The agency should have an experience of providing travel arrangements for at least 2 events for State/Central Government or their agencies, within last 5 years (FY 2018-19, 2019-20, 2020-21, 2021-22, 2022-23) of minimum Rs. 50 lakh order value. | Letter of Award and Completion Certificate |
| 4 | Firm must not be disqualified/ black listed/terminated/ debarred by any State/Central Government or their agencies at the submission of Bid. | Self-certification by the authorized signatory |

5. Team members for the project

The Travel & Hospitality Partner Agency will have to deploy experienced Personnel to coordinate with the Department of industries & various agencies involved with the Department to carry out the services as given in Scope of Work



6. Scope of work

Services to be furnished by the Travel & Hospitality Partner for Road Shows and main Event scheduled as per below:

| S. no | Road Show/ Program | Vehicle Arrangement | Hotel Arrangement | |
|-------|--|----------------------|---|---------------|
| | | Vehicle Type and No. | Room Type and No. | |
| 1. | Curtain Raiser Delhi 12 July, 2023 | Innova Crysta- 10 | Five Star Category- 05 Room Four Star Category- 05 Room Three Star/ Budget Hotel- 05 Room | For 02 Nights |
| 2. | Road Show Delhi 21 July, 2023 | Innova Crysta- 10 | Five Star Category- 05 Room Four Star Category- 05 Room Three Star/ Budget Hotel- 05 Room | For 02 Nights |
| 3. | Road Show Ahmedabad 04 August, 2023 | Innova Crysta- 10 | Five Star Category- 05 Room Four Star Category- 05 Room Three Star/ Budget Hotel- 05 Room | For 02 Nights |
| 4. | Road Show Mumbai 18 August, 2023 | Innova Crysta- 10 | Five Star Category- 05 Room Four Star Category- 05 Room Three Star/ Budget Hotel- 05 Room | For 02 Nights |
| 5. | Mini Conclave – Ramnagar 26 August, 2023 | - | Five Star Category- 05 Room Four Star Category- 05 Room Three Star/ Budget Hotel- 05 Room | For 02 Nights |
| 6. | Ambassador Meet Delhi 04 September, 2023 | Innova Crysta- 10 | Five Star Category- 05 Room Four Star Category- 05 Room Three Star/ Budget Hotel- 05 Room | For 02 Nights |
| 7. | Road Show Chandigarh 15 September, 2023 | Innova Crysta- 10 | Five Star Category- 05 Room Four Star Category- 05 Room Three Star/ Budget Hotel- 05 Room | For 02 Nights |
| 8. | Road Show Bangalore 25 September, 2023 | Innova Crysta- 10 | Five Star Category- 05 Room Four Star Category- 05 Room Three Star/ Budget Hotel- 05 Room | For 02 Nights |
| 9. | International Road Show Dubai 16 October, 2023 | Luxury sedan - 10 | Five Star Category- 05 Room Four Star Category- 05 Room Three Star/ Budget Hotel- 05 Room | For 02 Nights |
| 10. | Road Show Chennai 30 October, 2023 | Innova Crysta- 10 | Five Star Category- 05 Room Four Star Category- 05 Room Three Star/ Budget Hotel- 05 Room | For 02 Nights |
| 11. | Road Show Singapore | Luxury sedan - 10 | Five Star Category- 05 Room Four Star Category- 05 Room | For 02 Nights |

| | | | | |
|-----|--|--|---|---------------|
| | 21 November, 2023 | | Three Star/ Budget Hotel- 05 Room | |
| 12. | Main Event 15-16 December, 2023 | Mercedes – 05 Audi- 05 Fortuner- 20 Innova Crysta- 50 Swift Dzire/Indigo/Honda Amaze- 50 | Five Star Category- 15 Room Four Star Category- 25 Room Three Star/ Budget Hotel- 50 Room | For 02 Nights |

Note:

1. The above-mentioned requirement of Vehicles/ Rooms is indicative. The exact requirement for vehicles/ Rooms for each category would be shared by the Department latest by 07 Days before each event.
2. The above-mentioned schedule is tentative. Final schedule will be shared latest by 30 June, 2023.
3. Few Rooms and Vehicles (1-2) may be required for each of the above event for three days. The details of which would be shared by the Department latest by 15 days before each event.
4. Rooms in the five Star and four-Star category shall be booked for single occupancy. Rooms for three Star Category shall be booked for double occupancy. All Rates should be quoted with complimentary breakfast.

7. Air Travel

The Department will require in all cases to book the lowest available fares in case of air travel. The selected agency will suggest alternate itineraries (at least three options, if available) in order to provide the lowest appropriate fares, as per travel requirements.

- Where available, direct flights is preferred or connecting flights with minimum halt of not more than 1 hr,
- Where available, use of the lowest applicable fare is the preference;
- Economy class travel for all the travelers until and unless specified for Business Class;
- Business class travel or equivalent may be applicable only in limited situations in consultation with Department of Industries, GoUK.
- The Agency must be knowledgeable in preparing special fares, restricted fares, discounted fares, and group fares for use whenever appropriate.
- All the bookings should be done using corporate account to minimize cancellation/rescheduling charges.



8. Reservation and ticketing for Air

1. For every duly approved travel request, Travel & Hospitality Partner shall immediately make bookings on the 2 main airlines operating the route and prepare appropriate itineraries and formal quotations based on the lowest fare and the most direct and convenient routing.
2. In the event that required travel arrangements can not be confirmed, Travel Partner shall notify the requesting party of the problem and present three (3) alternative routings/quotations for consideration;
3. Travel & Hospitality Partner shall promptly issue and deliver accurately printed tickets and detailed itineraries, (in printed and electronic format) showing the accurate status of the airline; and shall keep abreast of carrier schedule changes, as well as all other alterations and new conditions affecting travel, and make appropriate adjustments for any change(s) in flight schedules schedule prior to or during the traveler's official trip. When necessary, tickets and billings shall be modified or issued to reflect these changes;
4. Travel & Hospitality Partner shall accurately advise the ticketing deadlines and other relevant information, including visa requirements (if required), when necessary every time reservations are made, in order to avoid cancellations of bookings.
5. Travel & Hospitality Partner shall ensure that all traveling staff has complete travel documents required for their journeys, sufficiently before departure;
6. Travel & Hospitality Partner will be briefed by Department of Industries, GoUK on the travel policies and procedures of the Department and shall be fully familiar and comply with these policies and procedures for all official Travel;
7. Travel & Hospitality Partner shall provide an information service to notify Department of Industries, GoUK and the traveler of such events like airport closings, canceled or delayed flights/trains, and strike situations as well as of local political or safety conditions which may affect travel to any particular destination;
8. The Travel & Hospitality Partner shall provide all official travelers last seat availability and advance seat assignments and boarding passes in case of airlines.

9. Providing of cabs/luxury coaches

1. To provide neat, clean, comfortable cabs not more than 3 years old (as on 31 March, 2023) for travel.
2. Must have capacity to provide high end luxury cars for the main event scheduled in December, 2023 like, (Mercedes, Audi, BMW, Toyota Altis, Honda City etc)
3. Experienced, well-mannered drivers in uniforms.
4. All tolls, taxes, parking charges etc to be paid by the Travel partner.
5. All vehicles to be equipped with full fuel tank, fire extinguishers, functional seat belts, business newspaper, Mineral water Bottle, face tissue.

10. Consulate visa and travel tax exemption

1. Travel & Hospitality Partner should be familiar with the standard procedure of travel documentation for international Travelers



11. Travel Insurance

The Travel & Hospitality Partner shall provide the travelers with travel insurance as may be requested; this service includes issuance of travel insurance policy.

12. Selection Method

All Technically qualified bidders shall be eligible for financial evaluation. Bidder quoting the lowest cost (L1) shall be declared as the successful bidder and awarded the job.

The department shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bidders' tender or to accept whole or a portion of tender, as it may deem fit, without assigning any reason thereof and without incurring any liability to the effected bidders for the action of department.

13. Financial Proposal

Financial Proposal to be submitted online on www.uktenders.gov.in in the prescribed BoQ.

14. Payment Schedule

The payment will be made within 15 Days after invoice is received by the Department for each event, subject to verification by the Department.

15. Terms and Conditions: Applicable Post Award of Contract

15.1 Termination Clause

a. Department may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 15 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 15 days is given to the selected Bidder to rectify the breach):

i. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by Department; or

ii. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or

iii. If the selected Bidder, in the judgment of the Department, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

iv. If the selected Bidder commits breach of any condition of the Contract

v. If Department terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

15.2 Termination for Insolvency

Department may at any time terminate the Contract by giving a written notice of at least 30 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Department.

15.3 Termination for Convenience

a. Department, by a written notice of at least 30 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for Department's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

b. In such case, Department will pay for all the pending invoices as well as the work done till that date by the Consultant. c. Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination. d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other party hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

15.4 Termination by Department

a. The Department may, by not less than 60 days" written notice of termination to the Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- i. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Department may have subsequently granted in writing;
- ii. The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- iii. The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
- iv. The selected Bidder submits to the Department a statement which has a material effect on the rights, obligations or interests of the Department and which the selected Bidder knows to be false;



b. Any document, information, data or statement submitted by the in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or as the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days

c. If the Department would like to terminate the Contract for reasons not attributable to the selected Bidder's performance, they will need to clear all invoices for the Services up to the date of their notice along with 1 month fee pro-rata fee out of the total fee.

d. If the Department would like to terminate the Contract for reasons attributable related to the selected Bidder's performance, the government will give a rectification notice for 3 months to the Agency in writing with specific observations and instructions.

15.5 Termination by the selected Bidder

a. The selected Bidder may, by not less than 60 days written notice to the Department, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

i. Department is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the bidder may have subsequently agreed in writing) following the receipt by the Department of the selected Bidder's notice specifying such breach

ii. If there are more than 2 unpaid invoices and Department fails to remedy the same within 45 days of the submission of the last unpaid invoice

iii. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

iv. The Department fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.

v. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by Department to the selected Bidder within 30 days of the Contract termination

15.6 Consequences of Termination

I. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Department shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the



next successor Vendor to take over the obligations of the erstwhile 20 Vendor in relation to the execution/ continued execution of the scope of the Contract.

- II. Nothing herein shall restrict the right of Department to invoke the Department Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available Department under law or otherwise.
- III. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

16 Liquidated Damages

- I. Notwithstanding Department's right to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of force measure beyond control of the Bidder.
- II. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- III. Department reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by Department to the Bidder. Liquidated damages will be calculated on per week basis.
- IV. The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Agency shall in no event exceed the total value of the fee received under this Contract.

17 Dispute Resolution Mechanism

- I. The Bidder and the Department shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
- II. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- III. Matter will be referred for negotiation between Officers nominated by the Department and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.



- IV. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. A mutually agreed arbitrator shall be appointed at Dehradun and proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

18 Force Majeure

- I. Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or Department as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:
- II. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- III. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- IV. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or Department shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of Contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.
- V. Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Proposal and/ or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Department will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force



majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

- VI. In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

19 Failure to agree with Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award and in that case the earnest money deposited by the bidder shall be forfeited by the department.



COVERING LETTER

Form-1

Letter of Proposal

(On Bidder's letter head)

Dated:

The Director
Directorate of Industries
Patel Nagar,
Dehradun, Uttarakhand
248001 (India)

Sub: Appointment of Travel & Hospitality Partner Agency for Uttarakhand Investors' Summit 2023, Dehradun

Dear Sir/ Madam,

With reference to your RFP document dated....., we, having examined the Bidding Documents and understood their contents, hereby submit our Proposal for the aforesaid Assignment. This proposal is unconditional.

All information provided in the Proposal and in the Appendices is true and correct.

We acknowledge the right of the DEPARTMENT to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We certify that, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part nor blacklisted nor debarred by any state/ central Government or their agencies including Central/State Level Public Enterprises.

We do not have any conflict of interest in accordance the RFP document;

We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the DEPARTMENT or any other public sector enterprise or any government, Central or State; and

We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.



We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to Bid for the Assignment, without incurring any liability to the Bidders, in accordance with the RFP document.

We declare that we are not a member of any other firm submitting a Proposal for the Assignment.

We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the DEPARTMENT of the same immediately.

We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the DEPARTMENT in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Assignment and the terms and implementation thereof.

In the event of our being declared as the successful Bidder, we agree to enter into an Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

We have studied all the Bidding Document carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the DEPARTMENT or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Concession.

The Fee has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement.

We offer an EMD of Rs. 3,00,000/- (Rupees Three Lakhs only) to the DEPARTMENT in accordance with the RFP Document.



We agree and understand that the Proposal is subject to the provisions of the Bidding Document. In no case, we shall have any claim or right of whatsoever nature if the assignment is not awarded to us or our Proposal is not opened.

We agree to keep this offer valid for 120 (One hundred twenty) days from the Proposal Due Date specified in the RFP.

We agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Bidder



FINANCIAL PROPOSAL SUBMISSION FORM (BOQ)

| S.no | Item | Quantity | Unit | Rate |
|--------------|--|-----------------|-------------|-------------|
| 1. | Venue Delhi Innova Crysta | 01 | No.s | |
| 2. | Venue Ahmedabad Innova Crysta | 01 | No.s | |
| 3. | Venue Mumbai Innova Crysta | 01 | No.s | |
| 4. | Venue Chandigarh Innova Crysta | 01 | No.s | |
| 5. | Venue Bangalore Innova Crysta | 01 | No.s | |
| 6. | Venue Dubai Luxury Sedan | 01 | No.s | |
| 7. | Venue Chennai Innova Crysta | 01 | No.s | |
| 8. | Venue Singapore Luxury Sedan | 01 | No.s | |
| 9. | Venue Dehradun Mercedes | 01 | No.s | |
| 10. | Venue Dehradun Innova Crysta | 01 | No.s | |
| 11. | Venue Dehradun Audi | 01 | No.s | |
| 12. | Venue Dehradun Fortuner | | | |
| 13. | Venue Dehradun Swift Dzire/Indigo/Honda Amaze | 01 | No.s | |
| 14. | Room Booking Charges (per Room) | 01 | No.s | |
| 15. | Airline Booking Charges (per passenger) | 01 | No.s | |
| 16. | Train/Bus Booking Charges (per passenger) | 01 | No.s | |
| Total | | | | |