



(GOVERNMENT OF JHARKHAND)

**SELECTION OF AN AGENCY FOR OPERATION, MAINTENANCE AND
MANAGEMENT OF BOATING FACILITIES AT MASSANJORE DAM, DUMKA**

Dated : 22/02/2019



Jharkhand Tourism Development Corporation Limited
5, Mahatma Gandhi Marg, Ranchi, Jharkhand - 834001
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Table of Contents

| | | |
|------|---|----|
| 1. | SECTION 1:- INTRODUCTION..... | 5 |
| 1.1 | Background | 5 |
| 1.2 | Brief Description of Selection Process..... | 6 |
| 1.3 | Schedule of Selection Process..... | 6 |
| 2. | SECTION 2:- INSTRUCTIONS TO BIDDERS | 7 |
| 2.1 | Eligible Bidders..... | 7 |
| 2.2 | Number of Proposals..... | 9 |
| 2.3 | Proposal Preparation Cost | 9 |
| 2.4 | Right to Accept any Proposal and to Reject any or all Proposals | 9 |
| 2.5 | Conflict of Interest | 9 |
| 2.6 | Clarifications..... | 10 |
| 2.7 | Amendments to RFP | 10 |
| 2.8 | Payment Schedule | 10 |
| 2.9 | Damages and Losses | 11 |
| 2.10 | Availability of Key Personnel..... | 11 |
| 3. | PREPARATION AND SUBMISSION OF PROPOSAL..... | 11 |
| 3.1 | Language and Currency | 11 |
| 3.2 | Validity of Proposal | 11 |
| 3.3 | Earnest Money Deposit | 12 |
| 3.4 | Bidder's Responsibility | 12 |
| 3.5 | Format and Signing of Proposal..... | 12 |
| 3.6 | Submission of Proposals | 13 |
| 3.7 | Proposal Due Date | 14 |
| 3.8 | Late Proposals..... | 14 |
| 3.9 | Modifications/ Substitution/ Withdrawal of Proposals | 15 |
| 3.10 | Confidentiality | 15 |
| 3.11 | Clarifications..... | 15 |
| 4. | SECTION 3: EVALUATION OF PROPOSALS | 15 |
| 4.1 | Opening and Evaluation of Proposal..... | 15 |
| 4.2 | Tests of Responsiveness..... | 16 |
| 4.3 | Evaluation of Technical Bid of the Bidder..... | 16 |
| 4.4 | Presentation..... | 16 |
| 4.5 | Evaluation of Creative Presentation of the Bidder | 17 |
| 4.6 | Evaluation of Financial Proposals..... | 18 |
| 4.7 | Selection of Bidder..... | 18 |
| 4.8 | Letter of Award (LOA) / Work Order..... | 18 |
| 4.9 | Contacts during Proposal Evaluation | 18 |
| 4.10 | Fraud and Corrupt Practices..... | 19 |
| 4.11 | Sequence of Evaluation of Proposal | 19 |
| 4.12 | Penalty Provision | 19 |
| 4.13 | Time Frame..... | 19 |
| 4.14 | Revenue Collection..... | 19 |
| 4.15 | Routes | 20 |
| 4.16 | Termination due to work of Default | 20 |
| 4.17 | Safety/Quality Check..... | 20 |
| 5. | SECTION 4: OBLIGATIONS AND UNDERTAKINGS | 20 |
| 5.1 | General Obligations of the Agency | 20 |
| 5.2 | Obligations of the Authority | 21 |
| 6. | SECTION 5: SAFETY AND INSURANCE | 21 |
| 6.1 | Safety | 21 |
| 6.2 | Insurance | 22 |
| | Annexure-1:- SCOPE OF WORK | 23 |
| | SECTION 4:- FORMATS FOR SUBMISSION OF PROPOSAL | 26 |

| | | |
|------|---|----|
| 6.3 | Appendix – I – Letter of Proposal | 26 |
| 6.4 | Appendix – II- Details of Bidder..... | 28 |
| 6.5 | Appendix – III – Financial Capacity | 29 |
| 6.6 | Appendix – IV – Experience of the Bidder | 30 |
| 6.7 | Appendix –V- Self Declaration..... | 31 |
| 6.8 | Appendix –VI- Format for Power of Attorney for Signing of Proposal..... | 32 |
| 6.9 | Appendix- VII- Format for Financial Proposal..... | 33 |
| 6.10 | Appendix- VIII- Format for Particulars of Key Personnel | 34 |
| 6.11 | Annexure- I- Service Conditions | 35 |

Tender Schedule



Jharkhand Tourism Development Corporation Limited

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Ref. No. :- 181/2019

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SELECTION OF AN AGENCY FOR OPERATION, MAINTENANCE AND MANAGEMENT OF BOATING FACILITIES AT MASSANJORE DAM, DUMKA

The Jharkhand Tourism Development Corporation Limited (JTDC), Government of Jharkhand (GoJ) intends to select of an agency for Operation, Maintenance and Management of Boating Facilities at Massanjore Dam, Dumka.

Interested agencies may download the document from **23/02/2019** onwards from the Department of Tourism website:-www.jharkhandtourism.gov.in and submit their Applications. The Application Due Date is on **05/03/2019 at 1400 hours**.

A pre-application conference will be held on **27/02/2019 by 1500 Hours** at Jharkhand Tourism Development Corporation Limited, 5, Mahatma Gandhi Marg, Ranchi, Jharkhand – 834001, Phone No: +(91)-651-2331828 & 2331643 Fax: +(91)-651-2331828, E-MAIL: jtdcltd@gmail.com.

All subsequent notifications, changes and amendments will be posted only on the website www.jharkhandtourism.gov.in. Tender/Bid Document Fee is Rs. 2,240/- (Two Thousand Two Hundred Forty only) inclusive of GST (Not Refundable).

JTDC reserves the right to cancel this invitation and/or invite fresh Applications with or without amendments to this invitation, without liability or any obligation for such invitation and without assigning any reason.

1. SECTION 1:- INTRODUCTION

1.1 Background

- 1.1.1 The State of Jharkhand is endowed with immense bio-diversity, moderate climate, rich cultural and historical heritage, religious places of worship and ethnic aspects to make the State the ultimate destination for tourists.
- 1.1.2 JTDCL intends to select an agency (the “Selected Agency”) who would assist JTDCL in **Operation, Maintenance and Management of Boating Facilities at Massanjore Dam, Dumka** (the “Service”). The main objective is to showcase and provide adventure facilities, create a strong brand identity and awareness of Jharkhand Tourism amongst the target tourists etc.
- 1.1.3 Pursuant thereto, the JTDCL invites Bids from Agencies for selection of agency (the “Bidder”) as specified in this Request for Proposal (the “RFP”) document for the Services.
- 1.1.4 RFP document is available at the Directorate of Tourism/DOT website i.e. www.jharkhandtourism.gov.in. Interested parties may download the RFP documents from the website and submit their Proposals.
- 1.1.5 **Earnest Money Deposit (EMD)** cum Performance Security amounting to Rs.50,000/- (Fifty Thousand only) in the form of a Demand Draft in favour of “**Managing Director, Jharkhand Tourism Development Corporation Limited**”, of any Nationalized / scheduled bank, payable at “**Ranchi**” along with bid documents valid for a period of 90 (ninety) days.
- 1.1.6 The scope of services to be provided by the Agency are general and the list is not exhaustive i.e. does not mention the entire incidental services required to be carried out. The services shall be provided all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. The scope of services shall be governed by the provisions of the RFP and work order. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. The scope of services shall be as stated in **Annexure-1**.
- 1.1.7 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Agency set forth in RFP or JTDCL’s rights to amend, alter, change, supplement or clarify the scope of work, the Right to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions,

conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by JTDCL.

- 1.1.8 JTDCL shall receive Proposals pursuant to this RFP in accordance with the terms set forth in this RFP and any addenda issued subsequent to this RFP (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by JTDCL , and all Proposals shall be prepared and submitted in accordance with such terms.

1.2 Brief Description of Selection Process

JTDCL has adopted a two stage (Technical & Financial) selection process (referred to as the "**Selection Process**") for identifying a suitable Agency. JTDCL invites eligible Bidders to submit their Proposals in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at JTDCL office upto **05/02/2019 14:00 hrs** in accordance with the terms of this RFP document.

Contact Information & Address for communication:-

To

The Managing Director

Jharkhand Tourism Development Corporation Limited

5, Mahatma Gandhi Marg, Ranchi, Jharkhand - 834001

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- 1.2.1 During this Bid Stage, Bidders are invited to carry out, at their cost, such studies as may be required for submitting their respective Proposals for award of the Right.
- 1.2.2 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Selection Process.

1.3 Schedule of Selection Process

JTDCL shall endeavour to adhere to the following schedule:

| SI No | Event Description | Date |
|-------|----------------------------|---|
| 1 | Pre-Bid Queries Submission | 26/02/2019 by 17:00 Hours |
| 2 | Pre-Bid Conference | 27/02/2019 by 15:00 Hours at JTDCL Office |
| 3 | Bid Due Date | 05/03/2019 by 14:00 Hours |
| 4 | Bid opening Conference | 05/03/2019 at 15:00 Hours |

| SI No | Event Description | Date |
|-------|--|---|
| | | Venue Details: Jharkhand Tourism Development Corporation Limited 5, Mahatma Gandhi Marg, Ranchi, Jharkhand - 834001 Phone No: +(91)-651-2331828 & 2331643 Fax: +(91)-651-2331828 |
| 4 | Presentation & Financial Bid opening Conference | Will be communicated later to technically Qualified Bidders |
| 5 | Bid Validity period | 180 days from the Bid Due Date |
| 6 | Tender Fee | Rs.2,240/- (Two Thousand Two Hundred Forty only) inclusive of GST (Not Refundable) |
| 7 | Earnest Money Deposit | Rs.50,000/- (Fifty Thousand only) |

2. SECTION 2:- INSTRUCTIONS TO BIDDERS

2.1 Eligible Bidders

2.1.1 In order to participate in the Selection Process, the Bidder's should be a single business entity (the "**Single Business Entity**"). The term Bidder used herein would apply to a Single Business Entity.

A Single Business Entity shall mean a company incorporated under Companies Act, 1956/2013 or a sole proprietorship firm registered under the Proprietorship Act, 1908 or a partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008.

Note:

1. No Consortium or Joint Venture is allowed to participate in the Selection Process
2. If the Bidder is:
 - i. A company should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
 - ii. A sole proprietorship firm, and a Limited Liability Partnership firm should furnish copy of the registration certificate, GST/PAN and IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
 - iii. A registered partnership firm, it should furnish a copy of the IT returns for the last three financial years preceding the Proposal Due Date copy of the registration certificate under the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity

2.1.2 A Bidder is required to fulfill the criteria specified below. Any Bidder who does not meet the criteria set out below shall be disqualified.

- a) The Bidder must have achieved an average Annual Turnover of **Rs.5,00,000/- (Five Lakhs Only)** during the preceding 3 (three) years (i.e FY 2015-16, 2016-17 and 2017-18). To calculate the average turnover, the total turnover achieved by the Bidder during last 3 years shall be divided by 3. Provide Audited annual financial statements for the financial year (i.e FY 2015-16, 2016-17 and 2017-18).
- b) The Applicant should demonstrate having **experience of operation, maintenance and management of at least 3 (three) similar work** in a state & National Level in the last 3 (three) Financial years preceding the Application Due Date (i.e. 2015-16, 2016-17 and 2017-18) (the “Qualification Criteria”). Any Applicant who does not meet the Qualification Criteria shall be disqualified.

Note:

- i. Experience of parent/subsidiary/associate Company (ies) of the Applicant would not be considered for the purpose of evaluation.
- ii. Documentary proofs to be submitted by the Applicants are:
 - a) Provide details of experience of the Applicant.
 - b) Copy of Completion Certificate/Satisfactory Certificate from the respective Client.
- c) The Bidder must be registered in India. (supporting documents must be furnished) Should have **GST/ PAN** Registration.
- d) Firms shall be single entity. Consortium/Joint Venture are not allowed to participate in the selection process.
- e) The Bidders must have a certification from any recognized institute which certifies on adventure sports (supporting documents must be furnished).

2.1.3 Any Agency which has been barred by the Central Government/Government of Jharkhand or any entity controlled by them, from participating in any project/provision of service and the bar subsists as on the Proposal Due Date, shall not be eligible to submit a Proposal.

2.1.4 A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project/provision of service or contract nor have had any contract terminated for breach by such Bidder.

2.1.5 The Bidder should submit a Power of Attorney as per the format enclosed as **Appendix-VI**, authorizing the signatory of the proposal to commit the Bidder. The Proposals must be properly signed by the authorized representative (the “**Authorized Representative**”) as detailed below:

- (a) In case the sole proprietor himself is signing the Proposals, the Power of Attorney is not required to be submitted. However, if the Proposals are signed by any other person other than the sole proprietor or a duly authorized person, the Power of Attorney is required to be submitted in the format at **Appendix- VI**
- (b) by a partner or a duly authorized person holding the Power of Attorney, in case of a limited liability partnership; or a partnership firm or
- (c) by a duly authorized person holding the Power of Attorney, in case of a Company.

2.2 Number of Proposals

Each Bidder shall submit only one (1) Proposal, in response to this RFP. Any Bidder who submits or participates in more than one Proposal shall be disqualified.

2.3 Proposal Preparation Cost

The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the Selection Process. JTDCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.4 Right to Accept any Proposal and to Reject any or all Proposals

- 2.4.1 JTDCL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals at any time, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons thereof.
- 2.4.2 JTDCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of JTDCL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of JTDCL thereunder.

2.5 Conflict of Interest

- 2.5.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Services (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, JTDCL shall forfeit and appropriate the EMD as mutually agreed genuine pre-estimated compensation and damages payable to JTDCL for, inter alia, the time, cost and effort of JTDCL

including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to JTDCL hereunder or otherwise.

- 2.5.2 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- a) a constituent of such Bidder is also a constituent of another Bidder; or
 - b) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
 - c) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Proposal of either or each of the other Bidder.

2.6 Clarifications

- 2.6.1 Bidders requiring any clarification on the RFP may notify JTDCL in writing and e-mail to the address before 1 day of pre-bid meeting. The subject line for communication must clearly bear the following:

Queries/Request for Additional Information: RFP for “**SELECTION OF AN AGENCY FOR OPERATION, MAINTENANCE AND MANAGEMENT OF BOATING FACILITIES AT MASSANJORE DAM, DUMKA**”.

- 2.6.2 The responses will be uploaded in the Website by JTDCL without identifying the source of the enquiry. However, JTDCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring JTDCL to respond to any question or to provide any clarification.
- 2.6.3 All clarifications and interpretations issued by JTDCL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by JTDCL or its employees or representatives shall not in any way or manner be binding on JTDCL.

2.7 Amendments to RFP

- 2.7.1 At any time prior to the Proposal Due Date, JTDCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the RFP by the issuance of Addenda in the Website. Any Addenda issued would be published in the Website (s) and the same shall be binding on the Bidders.
- 2.7.2 In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, JTDCL may, at its discretion, extend the Proposal Due Date.

2.8 Payment Schedule

2.8.1 Agency will quote **Annual Fee in price bid and** value will be taken by JTDCL on start of the project/work (Yearly).

2.8.2 The bidder shall offer **Annual Fee** to the JTDCL which will not be less than **Rs.6,00,000/- (Rupees Six Lakhs)** as per the terms and conditions of this RFP. Any Financial Proposal, lower than the minimum **Annual Fee of Rs.6,00,000/- (Rupees Six Lakhs)** value will be rejected by the Authority.

2.9 Damages and Losses

2.9.1 The agency will be responsible for all liabilities, life, losses, claims, damages, costs and expenses that may be incurred by or asserted against any such party / authority or any liability accrued by the agency for the assignment. Agency will be responsible for cost incurred during installation and removal of all materials/items used during LoA period. Agency will insure all safety, damages and losses. Selected agency will hand over the peaceful possession of the assets/equipment/machineries/site etc as-is where-is condition to JTDCL. JTDCL may withdraw the work/services from the selected agency, before or after the completion of said work/service as per LOA/work order.

2.10 Availability of Key Personnel

2.10.1 The Applicant shall provide the proposed Key Personnel with the requisite managerial/support staff ("**Support Personnel**") to ensure timely completion of the Services within the specified time schedule.

3. PREPARATION AND SUBMISSION OF PROPOSAL

3.1 Language and Currency

3.1.1 The Proposal and all related correspondence and documents shall be written in English language. supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation in English language. Supporting materials that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

3.2 Validity of Proposal

3.2.1 The Proposal shall be valid for a period not less than 180 (One Eighty and Twenty) days from the Proposal Due Date ("**Proposal Validity Period**"), in the format set out in **Appendix-I**. JTDCL reserves the right to reject any Proposal that does not meet this requirement.

3.2.2 Prior to expiry of the Proposal Validity Period, JTDCL may request the Bidders to extend the period of validity for a specified additional period.

3.2.3 The Selected Bidder shall, where required, extend the validity of the Proposal till the date of completion of services as per scope of work.

3.3 Earnest Money Deposit

3.3.1 The Bidder shall furnish an **Earnest Money Deposit of Rs.50,000/- (Fifty Thousand only)** (the "Earnest Money Deposit" or "EMD") in the form of a Demand Draft issued by a Nationalized Bank or a Scheduled Bank in India, drawn in favour of "**The Managing Director, Jharkhand Tourism Development Corporation Limited,**" payable at "**Ranchi**" along with bid documents. JTDCL shall not be liable to pay any interest on the EMD so made and the same shall be interest free.

3.3.2 The EMD amount shall remain valid for a period of 90 (ninety) days from the Proposal Due Date, or beyond any period of extension subsequently as determined by JTDCL from time to time. The Proposal shall be summarily rejected if it is not accompanied by the EMD.

3.3.3 The EMD shall be returned to the unsuccessful Bidders after selection of the Selected Bidder. The EMD submitted by the Selected Bidder shall be retained as **Performance Security**. As per instruction of JTDCL, the selected bidder shall be required to extend the validity of the demand draft.

3.3.4 The EMD shall be forfeited, if the Bidder:

- i. furnishes any information or document which is misleading or untrue in any material respect;
- ii. engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified; and

3.4 Bidder's Responsibility

3.4.1 It shall be deemed that prior to the submission of Proposal, the Bidder has:

- a) made a complete and careful examination of terms & conditions/requirements, and other information set forth in this RFP document;
- b) received all such relevant information as it has requested from JTDCL ; and
- c) made a complete and careful examination of the various aspects of the Assignment.

3.4.2 JTDCL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3.5 Format and Signing of Proposal

- 3.5.1 Bidders would provide all the information as per this RFP in the specified format(s) (Appendix – I to VIII). JTDCL would evaluate only those Proposals that are received in the required format and complete in all respects. Incomplete and/or conditional Proposals shall be liable to rejection.
- 3.5.2 All the documents of the Proposal under this RFP shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The person signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal. The Proposals must be properly signed by the Authorized Signatory as detailed below:
- (a) by a duly authorized person holding the Power of Attorney, in case of a Company; or
 - (b) by the proprietor or a duly authorized person holding the Power of Attorney, in case of a sole proprietary firm.

3.6 Submission of Proposals

- 3.6.1 The Agency shall be required to submit a Technical & Financial Bid in separate sealed envelopes put in a bigger sealed envelopes super scribed as “RFP for – **“SELECTION OF AN AGENCY FOR OPERATION, MAINTENANCE AND MANAGEMENT OF BOATING FACILITIES AT MASSANJORE DAM, DUMKA”**”.
- 3.6.2 Bidder should be submitted in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at Jharkhand Tourism Development Corporation Limited office upto **05/03/2019 14:00 hrs** on the Proposal Due Date as indicated. The documents accompanying the Proposal(s) submission shall include:

A. “Technical Proposal”, consisting of the following: (Envelope-1)

- a. Letter of Proposal in the prescribed format at **Appendix - I**;
- b. Details of Bidder in the prescribed format at **Appendix – II**;
- c. Financial Capacity of the Bidder in the prescribed format at **Appendix – III**;
- d. Experience of the Bidder in the prescribed format at **Appendix – IV**.
- e. Self-declaration in the prescribed format at **Appendix – V** for not being black listed
- f. Power of Attorney for signing of Proposal in the prescribed format at **Appendix – VI**;
- g. Particulars of Key Personnel - **Appendix- VIII**
- h. In case of a company, copy of the Certificate of Incorporation, Copy of Memorandum and Articles of Association of the Bidder.
- i. In case of a sole proprietorship firm or a Limited Liability Partnership firm, it should furnish copy of either the GST or IT returns for the last three financial

years preceding the Proposal Due Date as a proof of identity.

- j. In case of a registered partnership firm, it should furnish a copy of the IT returns for the last three financial years preceding the Proposal Due Date copy of the registration certificate under the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity.
- k. Copy of the Bidder's duly audited annual reports for the preceding 3 (three) Financial Years (Along with CA Certificate).
- l. Soft Copy and Hard Copy of Creative Presentation.

B. "Financial Proposal:- (Envelope-2)

- a. The Financial Proposal in the prescribed format at **Appendix – VII** on the letter head of the Bidder and signed by the authorised signatory.

3.6.3 The Financial Proposal should specify the amount of Annual Fee exclusive of all applicable taxes of work required by the Agency for undertaking the Services. The Financial Proposal clearly indicating the total **Annual Fee** of work in both figures and words, and signed by the Agency's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

3.6.4 Bidders may note that JTDCL will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders should have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

3.6.5 JTDCL reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bidding Documents.

3.7 Proposal Due Date

3.7.1 Proposals should be submitted in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at Jharkhand Tourism Development Corporation Limited office upto **05/03/2019 14:00 hrs** on the Proposal Due Date as indicated, in the manner and form as detailed in this RFP Document. Proposals submitted by either facsimile transmission or telex or e-mail will not be accepted.

3.7.2 JTDCL, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum in accordance with the provisions of this RFP.

3.8 Late Proposals

Applications submitted after the Due Date shall not be entertained. Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

3.9 Modifications/ Substitution/ Withdrawal of Proposals

3.9.1 The Applicants will not allow Modifications/Substitution/ Withdrawal of Applications after submission of application.

3.9.2 Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period will not be allowed.

3.10 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising JTDCL in relation to, or matters arising out of, or concerning the Selection Process. JTDCL will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. JTDCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or JTDCL.

3.11 Clarifications

To assist in the process of evaluation of Proposals, JTDCL may, at its sole discretion, ask any Bidder for clarification on its Proposal or substantiation of any of the submissions made by the Bidder. The request for such clarification or substantiation and the response shall be in writing or by facsimile. No material change in the substance of the Proposal would be permitted by way of such clarification / substantiation.

4. SECTION 3: EVALUATION OF PROPOSALS

4.1 Opening and Evaluation of Proposal

4.1.1 JTDCL shall open the Proposals on the date specified in **Clause 1.3**, in the presence of the Bidders who choose to attend.

4.1.2 JTDCL will examine and evaluate the Proposals in accordance with the provisions set out in this **Section 3**.

4.1.3 To facilitate evaluation of Proposals, JTDCL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

4.1.4 Any information contained in the Proposal shall not in any way be construed as binding on JTDCL, its agents, successors or assigns, but shall be binding against the Bidder if the Services are subsequently awarded to it under the Selection Process on the basis of such information.

4.2 Tests of Responsiveness

4.2.1 Prior to evaluation of Proposals, JTDCL will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- i. it is received by the Proposal Due Date including any extension thereof pursuant to **clause 3.2**;
- ii. is received through hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery as stipulated in **Clause 3.6**.
- iii. it is accompanied with the EMD amount as set out in **Clause 3.3**;
- iv. it contains the information and documents as requested in the RFP;
- v. it provides the information in reasonable detail. (“**Reasonable Detail**” means that, but for minor deviations, the information can be reviewed and evaluated by JTDCL without communication with the Bidder). JTDCL reserves the right to determine whether the information has been provided in reasonable detail;
- vi. it does not contain any condition or qualification; and
- vii. it is not non-responsive in terms hereof.

4.2.2 JTDCL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by JTDCL in respect of such Proposal.

4.2.3 Bids of a single business entity which are found to be non-responsive shall be rejected.

4.3 Evaluation of Technical Bid of the Bidder

4.3.1 The Proposals/Bids received will be scrutinized to assess their eligibility based on the qualifying criteria. Those Proposals/Bids which do not meet the qualifying criteria will be rejected, forthwith, or at any stage of detection.

4.3.2 JTDCL will finalize agencies on basis of their technical credentials. This assessment will be done by a special Selection Committee of JTDCL.

4.4 Presentation

- 4.4.1 The technically qualified applicants shall be give an audio visual presentation before the selection committee.
- 4.4.2 The Bidder who scores a minimum 70 marks out of 100 marks in the Presentation shall be qualified (the “Qualified Bidders”) for opening of Financial Bids.

4.5 Evaluation of Creative Presentation of the Bidder

- 4.5.1 All the Bidders, whose bids are found to be **Technically Qualified** as per **RFP Clause 2**, shall be called for Creative Presentation and Financial Bid Conference on the scheduled date as per **Clause 1.3**. The Bidders are required to make a presentation showcasing the ability of the agency for successfully carrying out the Event. A Scrutiny Committee constituted by the Authority shall scrutinize the Creative presentations made by the Bidders as per the parameters cited in **Clause 4.5.2** in accordance to the **Clause 4.5.3**.
- 4.5.2 All the Bidders whose Bids are found to be **Technically Qualified** as per RFP Clause shall be ranked on the basis of the marks obtained in accordance with the parameters set out in the table below:

| Sl No | Parameter | Evaluation Criteria | Maximum Marks |
|--|---------------------------------------|--|---------------|
| Technical / Creative Presentation | | | |
| 1 | Safety, Security, Idea & Concept Plan | Demonstration of unique idea and understanding of preliminary concept of management of the adventure activities. | 20 |
| 2 | Qualifications of Manpower | Detailed list of trained manpower’s (in terms of competency & certification from any recognised institution from adventure sports) and more experiences in comparison to other trainers. | 20 |
| 2 | Experience | Previous experience in managing similar events/ related experience | 40 |
| 3 | Methodology & Execution Plan | Methodology of management of the adventure activities and plan for completion of detailed tasks of RFP. | 20 |
| Total | | | 100 |

Note :

- a. *The Presentation made by the Bidder shall be concise and comprehensively covering all parameters set out in the above table as per Clause 4.5.2.*
- b. *The Bidders will be provided with only 15 minutes to make their presentation. The Bidders should submit 1 hard copies of the presentation and will share a soft copy of the presentation with the Authority.*
- c. *The Authority will not be responsible for any glitches or technical failures occurred during the presentation and thus Bidders are required to bring in necessary gear for making the presentation.*

4.5.3 The Bidder whose scores a minimum 70 marks out of 100 marks in the Creative Presentation shall be qualified (the “Qualified Bidders”) for opening of Financial Bids.

4.6 Evaluation of Financial Proposals

4.6.1 The Financial Proposals of only the qualified Bidders as per clause 4.5.3 shall be opened in the presence of the Bidder’s representatives who choose to attend on the date and time intimated to the qualified Bidders. The name of the Bidder and the proposed financial offer shall be read aloud and recorded.

4.6.2 For financial evaluation, the **Annual Fee** exclusive of all applicable Taxes indicated in the Financial Proposal for each component shall be evaluated.

4.6.3 JTDCL will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any services shall not entitle the selected Agency to be compensated and the liability to fulfill its obligations as per the scope of services mentioned in this RFP is within the total quoted **Annual Fee** shall be that of the Agency.

4.7 Selection of Bidder

4.7.1 The Bidder quoted the **Highest Annual Fee (H1)** shall be declared as Selected Agency for work.

4.7.2 In the event that the **H1** Bidder withdraws its Bids or is not selected for any reason in the first instance, JTDCL may invite the second ranked Bidder for negotiations.

4.7.3 The Bidder quoting the **Highest Annual Fee (H1)** shall be the Selected Agency.

4.8 Letter of Award (LOA) / Work Order

4.8.1 After selection, a Letter of Award (the “**LOA**”) / Work Order shall be issued, in duplicate, by JTDCL to the Selected Bidder(s) and the Selected Bidder(s) shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, JTDCL may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

4.9 Contacts during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time JTDCL makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and/ or their representatives or other interested parties shall not make attempts to establish unsolicited and unauthorised contact by any means with JTDCL and/ or their employees/ representatives on matters related to the Proposals under consideration after opening of the Proposals and prior to notification of the Award. If any attempt by the Bidder causing extraneous pressure on JTDCL shall be sufficient reason to disqualify the Bidder.

4.10 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, JTDCL shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. JTDCL, GoJ may also, in its sole discretion, debar the Bidder (including its Associates) in participating in any of the bidding/ tender processes in the state for any time period determined by it.

4.11 Sequence of Evaluation of Proposal

1. Tests of Responsiveness
2. Evaluation of Technical Bid of the Bidder
3. Evaluation of Creative Presentation of the Bidder
4. Evaluation of Financial Proposals

4.12 Penalty Provision

In case of delay in execution of the assigned work and unsatisfactory performance by the Selected Agency, JTDCL may impose a penalty of 10% of the **Annual Fee** or part thereof (subject to maximum of 30% of the **Annual Fee**) or terminate the agency.

4.13 Time Frame

The assignment to start will be as per scope of work and Letter of Award/RFP clause. Agency will be selected for **two years** as per scope of work on the annual fee provided (**10% yearly hike/increase in quoted Annual Fee**). Period may be extended yearly based on mutually agreed terms and condition.

4.14 Revenue Collection

On and from the project start till the completion, selected agency shall have the right to fix, demand, collect, appropriate and revise ticket prices. Revenue generation (From the sale of ticket) from the Project Facilities shall be the sole responsibility of

the agency. Agency appoint required manpower for ticketing at the specified locations. Rate will be finalised with consultation of JTDCL.

4.15 Routes

The Agency shall operate the facility on the route provided by the authority/JTDCL. The agency shall not cross the defined boundaries as finalised by the JTDCL.

4.16 Termination due to work of Default

Upon occurrence of Default by either of the parties, the affected party shall, subject to provisions of this RFP, be entitled to terminate the service by issuing a Termination Notice of 30 days to the defaulting party.

4.17 Safety/Quality Check

JTDCL will inspect the site on regular interval/quarterly and verify the work as per scope of work.

5. SECTION 4: OBLIGATIONS AND UNDERTAKINGS

5.1 General Obligations of the Agency

- 5.1.1 The Agency shall at its own cost and expense : Provide for all the assets, infrastructure and manpower required for provision, operation maintenance and management of Facility including floating jetties, Life Jackets, Life Buoys, Jet Ski, ticket booths, waiting areas per the terms and conditions of this RFP and the proposal submitted by Agency.
- 5.1.2 Manage the Facility and construct the other infrastructure including all construction, repair and replacement works in full operational condition during the Service/Project Period.
- 5.1.3 Compulsorily issue tickets to each user of the facility.
- 5.1.4 Pay taxes and duties on revenue from the operations regularly as per statutory requirements.
- 5.1.5 Obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance with thereof at all times for execution of its obligations.
- 5.1.6 Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and Systems used for the purpose of this License.
- 5.1.7 Develop, implement and administer a Safety Program for the purpose of this Contract and the users thereof and the personnel engaged in the provision of any services including correction of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice.

- 5.1.8 Take all reasonable precautions for the prevention of accidents at the Facility and the Location and the surrounding environment.
- 5.1.9 Strictly adhered to the Performance Standard as specified in Annexure - I all time during the Licensee Period.
- 5.1.10 Make timely payment of the damages occurred due to violation in the performance standard.
- 5.1.11 Be responsible for safety, soundness and durability of the Facility and Location including all assets and structures forming part thereof.
- 5.1.12 Keep the Location and Facility in a neat and clean condition and in conformity with the Applicable Laws and Applicable Permits.
- 5.1.13 Take insurance as per the **clause 6.2** and maintain the same all time during the License Period. To make regular payment of license fee at the intervals as stated by the Authority.
- 5.1.14 The expenses for water, electricity, etc. shall be arranged and borne by the Agency.
- 5.1.15 Undertake, do and perform all such acts, deeds and things as may be necessary or required to adhere to the obligations under and in accordance with this RFP.

5.2 Obligations of the Authority

- 5.2.1 JTDCL will Provide location for setting up of Boat/Jetties for embarking and disembarking of Facility users and adequate space required for development temporary structures for ticket booth.
- 5.2.2 Grant or where appropriate provide necessary assistance to the Agency in securing Applicable Permits.

6. SECTION 5: SAFETY AND INSURANCE

6.1 Safety

- 6.1.1 Ensure the safety of the Facility and the Boats/Jetties/etc and all the visitors thereby at all times, by providing adequate insurance and periodic inspection report to the Authority.
- 6.1.2 Make clear any damage/ destruction caused due to direct/ indirect neglect of the Agency.
- 6.1.3 A rescue team shall be made available in full readiness at all times during the operation of the Facility.
- 6.1.4 Follow the safety guidelines as mentioned in the Proposal submitted for this Service.

6.1.5 Comply with the effluent and emission limits as per the standards set by respective government authorities.

6.1.6 Undertake all such safety precautions with all required approvals as per best industry practices that are incidental to the activities in accordance with the Service.

6.2 Insurance

6.2.1 If during service period any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the agency and JTDCL shall not be liable for any such claims. The agency shall be responsible for the payments arising out of any Third Party claims. The Agency shall indemnify JTDCL against any such third party claim and is required to procure insurance for meeting such liabilities at Agency's own cost.

6.2.2 In general, the Agency shall, at its cost and expense, purchase and maintain during the Service Period, such insurances as are necessary at the time of starting of the Boating Facility, including but not limited to the following:

- a) Licensee's all risk insurance
- b) Procure Comprehensive third party liability insurance including injury or death to staff of Licensee, Authority and Users who may enter the Facility/ Location and mentioned the Authority as beneficiary.
- c) Workmen's compensation insurance
- d) Any other insurance that may be necessary to protect the Licensee, its employees and its Facility (against loss, damage or destruction at replacement value) including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).

ANNEXURE-1:- SCOPE OF WORK

The scope of services to be provided by the Agency as described below is general but is not exhaustive i.e. does not mention the entire incidental services required to be carried out. The services shall be provided all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. The scope of services shall also be governed by the provisions of the LOA/Work Order (the “LOA/Work Order”) to be entered into between the Agency and Jharkhand Tourism Development Corporation Limited which sets forth the detailed terms and conditions for grant of the right to the Agency (the “**Right**”). There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. Main focus of JTDCL is to promote tourist destinations, create a strong brand identity and awareness of Jharkhand Tourism amongst the target tourists.

Carry out all the activities required for successful **OPERATION, MAINTENANCE AND MANAGEMENT OF BOATING FACILITIES AT MASSANJORE DAM, DUMKA**, which shall include but not limited to the following activities:

1. Details of water sports equipments available at Massanjore Dam and will be handover to selected agency for operation. Other required infrastructure will be provided by the agency.

| Sl.No. | Particulars of Items | Unit |
|--------|---|---------|
| 1. | FRP Boat with 25 HP Yamaha Petrol operated 6 Seater | 01 Nos |
| 2. | FRP Boat with 40 HP Yamaha Petrol operated 8 Seater | 01 Nos |
| 3. | FRP Boat with 40 HP Yamaha Petrol operated 10 Seater | 01 Nos |
| 4. | Life Jackets (MMD/Solas/IRS approved design) | 35 Nos |
| 5. | Modular Cubes (CIPET Approved) for HDPE Floating Jetty with Stanchions, Walkway & Railing | 150 Sqm |
| 6. | Life Buoys | 03 Nos |
| 7. | Jet Ski New Yamaha Ex-2018, 1049CC, 4 Cylinder (Wave Runner) | 01 Nos |
| | One Year Warranty Available for above mention items | |

2. Agency will be responsible for organising water sports activities with available equipments mention above.
3. Branding should be done with Jharkhand Tourism and JTDCL logo.

4. Agency will provide support to JTDCL on any other peripheral work related to the work.
5. Preparation of required documents, certificates and follow up with agencies for getting approvals from Government.
6. Bidder shall finalize and arrange for necessary agencies independently with sufficient manpower so as to complete the work as per schedule.
7. The supervision work at site will be constantly done by the qualified staff employed by Bidder and no extra payment on such recruitment of staff will be charged or payable by the JTDCL
8. Agency shall indemnify JTDCL/its agencies from any loss, damage or liability of property and life.
9. Agency should comply and follow the norms of Adventure Tour Operators Association of India (ATOAI).
10. Time period for operation, maintenance and management of boating facilities **will be for 2 years** from the LoA issued to selected agency and period may be extended based on satisfactory performance of the agency with the consultation of JTDCL.
11. Agency shall be required to obtain all necessary approvals and clearances for carrying out the activities for this Service. The Authority may help the successful bidder in facilitating the process.
12. To develop, operate and maintain the **boating facility, Jet Ski and the floating jetties** and surrounding areas in accordance with best industry practices, safety precautions, and terms of this RFP.
13. Agency will be responsible for collection of revenue from the tourist by charging reasonable fares for rides. Rate will be finalised with consultation of JTDCL.
14. Agency shall ensure that safety is of paramount importance during the entire Service Period.
15. Performance and fulfilment of all other obligations incidental to and supporting the Service.
16. Agency will make its own arrangement for proper lighting, drinking water and other support facilities required with the consultation of JTDCL.
17. The agency shall create temporary structures ticket booths and waiting area. Such structure shall have to be removed by the agency as and when solicited by the JTDCL/Authority.

18. The responsibility of safety of all the passengers using such service shall vest with the agency and in no event will the JTDCL assume such responsibility or liability or for payment of any damages. The agency shall be required to take adequate insurance as per RFP Clause to cover such risks. The entire staff of the agency that is directly involved with the operations will have Life Saving Techniques certification from Competent Authority.
19. The Licensee shall immediately notify and report all minor/ major accidents at the site to the Authority.
20. Adequate Personal Floatation Devices (PFDs) and throwable devices which shall be readily accessible to the passengers shall be maintained in all the boats.
21. The Agency shall run the facility only in favourable weather conditions.
22. Agency will be responsible for management of equipments for fire safety, first aid, passenger safety, life saving materials, emergency service etc.
23. Agency shall see that there is minimum disturbance to the surrounding environment due to fulfillment of his obligations under this RFP.
24. Agency shall not sublet, transfer or assign the services or any part thereof to others. No other person shall be entitled to use the premises or any part thereof in his stead.
25. The facility and the related infrastructure should be user-friendly and sufficient number of personnel shall be employed for rendering quick services.
26. The Agency shall abide by all rules and regulations, orders and instructions that Authority may make from time to time or adopt or issue for the safety and administration of the boating facilities.
27. The Authority does not take any guarantee of water level in the Massanjore Dam.
28. Agency is not entitled to have any revenue from Advertisement by creating advertisement space on the flotilla under operation.
29. Agency should handover the property on a safe and sound condition after the work completion to JTDCL/Authority. The agency shall ensure proper safety and security of the assets, manpower and guests.

SECTION 4:- FORMATS FOR SUBMISSION OF PROPOSAL

6.3 Appendix – I – Letter of Proposal (On the letterhead of the Bidder)

Dated:

To
The Managing Director
Jharkhand Tourism Development Corporation Limited
5, Mahatma Gandhi Marg, Ranchi,
Jharkhand – 834001

Dear Sir,

Sub: PROPOSAL FOR “SELECTION OF AN AGENCY FOR OPERATION, MAINTENANCE AND MANAGEMENT OF BOATING FACILITIES AT MASSANJORE DAM, DUMKA”

- 1 With reference to your RFP document dated____/____/_____, I/We, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Service. The Proposal is unconditional and unqualified.
- 2 All information provided in the Proposal and in the Appendices is true and correct.
- 3 I/We shall make available to JTDCL any additional information it may find necessary or require to supplement or authenticate the Bid.
- 4 I/We acknowledge the right of JTDCL to reject our Proposal without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
- 5 I/We understand that you may cancel the Selection 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 Services, without incurring any liability to the Bidders.
- 6 I/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 JTDCL in connection with the selection of the Bidder, or in connection with the Selection Process itself, in respect of the above mentioned activities and the terms and implementation thereof.
- 7 I/We offer a EMD of Rs.50,000/- (Fifty Thousand only) to JTDCL in accordance with the RFP Document.
- 8 I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the activities/ Right is not awarded to me/us or our Proposal is not opened.
- 9 I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Proposal Due Date specified in the RFP.
- 10 I/We agree and undertake that the authorised signatory in Appendix- VI shall represent

the company in all matters pertaining to the Selection Process. No third person, consultant, agency shall represent the company in all matters pertaining to the Selection Process.

11 I/We agree and undertake to abide by all the terms and conditions of the Bidding Document.

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

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder

6.4 Appendix – II- Details of Bidder

(On the letterhead of the Bidder)

1.
 - (a) Name:
 - (b) Place of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities for providing the Service

3. Details of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

Note:

The Bidder must submit the following document to establish the legal status along with this Form:

- a. In case of a company, copy of the Certificate of Incorporation, Copy of Memorandum and Articles of Association of the Bidder.
- b. In case of a sole proprietorship firm or a Limited Liability Partnership firm, it should furnish copy of the registration certificate, GST/PAN and IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
- c. Copy of the Bidder's duly audited financial Statement for the preceding 3 (three) Financial Years.

6.5 Appendix – III – Financial Capacity

| Sl. No. | Financial Years | Annual Turnover (Rs.) |
|---------|------------------|-----------------------|
| 1 | 2015-16 | |
| 2 | 2016-17 | |
| 3 | 2017-18 | |
| | Average Turnover | |

Certificate from the statutory Auditor

This is to certify that ----- (name of the Applicant) has annual Turnover is as shown above the respective years.

Date:

(Signature, name and designation of the authorized signatory)

Name and seal of the audit firm

(Supporting financial statements and relevant documents are to be furnished.)

6.6 Appendix – IV – Experience of the Bidder

(On the letterhead of the Bidder)

| Sl. No. | Particulars | Description |
|---------|---|-------------|
| 1 | Name of the Organization | |
| 2 | Address of the contact details of Organization | |
| 3 | Details of Work Experience (2017-18, 2016-17 & 2015-16). | |
| | Sl. No. -01 | |
| | Name of client | |
| | Detail Description of Project | |
| | Duration of Assignment | |
| | Value of Assignment | |
| | Sl. No. -02 | |
| | Name of client | |
| | Detail Description of Project | |
| | Duration of Assignment | |
| | Value of Assignment | |
| | (Project details to be furnished in similar Format) Separate sheets may be added) | |

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

6.7 Appendix –V- Self Declaration
(Should not have been black listed)

(On the letterhead of the Bidder)

I/We agree that the decision of the Authority in relation to RFP for “**SELECTION OF AN AGENCY FOR OPERATION, MAINTENANCE AND MANAGEMENT OF BOATING FACILITIES AT MASSANJORE DAM, DUMKA**”, addition or deletion will be final and binding to me / us. I / We confirm that we have not been blacklisted by Central or State Governments & PSUs.

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

6.8 Appendix –VI- Format for Power of Attorney for Signing of Proposal

(On Stamp paper of relevant value)

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 AN AGENCY FOR OPERATION, MAINTENANCE AND MANAGEMENT OF BOATING FACILITIES AT MASSANJORE DAM, DUMKA**”, proposed by the Jharkhand Tourism Development Corporation Limited, Government of Jharkhand (the “**JTDCL**”) including but not limited to signing and submission of all applications, proposals, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to JTDCL, representing us in all matters before JTDCL, signing and execution of all contracts and undertakings consequent to acceptance of our Proposal, and generally dealing JTDCL in all matters in connection with or relating to or arising out of our Proposal and/or upon award thereof to us.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For _____
(Signature)
(Name, Title and Address)

Witnesses:

- 1
- 2

Accepted
(Signature)
(Name, Title and Address
of the Attorney)

[Notarised]

Notes:

- *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.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

6.9 Appendix- VII- Format for Financial Proposal
(On the Letter head of the Bidder)

Date:

To,
The Managing Director
Jharkhand Tourism Development Corporation Limited
5, Mahatma Gandhi Marg,
Ranchi, Jharkhand – 834001

Dear Sir,

Sub: BID FOR SELECTION OF AN AGENCY FOR OPERATION, MAINTENANCE AND MANAGEMENT OF BOATING FACILITIES AT MASSANJORE DAM, DUMKA

1. We are pleased to quote our **Annual Fee** offered for “**OPERATION, MAINTENANCE AND MANAGEMENT OF BOATING FACILITIES AT MASSANJORE DAM, DUMKA**” is _____ (The “**Annual Fee**”) for the scope of work for the entire period for the above mentioned Assignment.
2. I/ We confirm and agree that we have reviewed all the terms and conditions of the Request for Proposal and conform that we would abide by all the terms and conditions. We hereby declare that there shall be no deviations from the stated terms in the RFP.
3. I/ we agree that my/our Financial Proposal shall remain valid for a period of 180 (One hundred and Eighty) days from the Proposal Due Date prescribed for submission of Proposal.
4. I/ we confirm that we have quote **Annual Fee** will be taken by JTDCL (Yearly) and **10% yearly hike/increase in quoted Annual Fee.**
5. I / we confirm that our Financial Proposal is unconditional and that we accept all terms and conditions specified in the RFP.
6. I / we agree to be bound by this offer if we are the Selected Agency for the said Assignment.
7. We further certify that we shall follow the Scope of Services, without any deviations, enumerated in this RFP, if the Assignment is awarded to us.

Sincerely,

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

6.10 Appendix- VIII- Format for Particulars of Key Personnel
(On the Letter head of the Bidder)

| | | |
|-------|---|---|
| Sl No | Proposed Position | |
| 1. | Name of Personnel | |
| 2. | Date of Birth | |
| 3. | Nationality | |
| 4. | Educational Qualifications | |
| 5. | Employment Record: (Starting with present position, list in reverse order every employment held.) | |
| 6. | Total years of Experience | |
| 7. | Details of events undertaken by the Personnel outside India and Description of responsibilities | 1. Name of the Event: Name of the Country : Description of responsibilities: Duration: 2. Name of the Event: Name of the Country : Description of responsibilities: Duration: 3. Name of the Event: Name of the Country : Description of responsibilities: Duration: |
| 8. | Details of the current assignment and the time duration for which services are required for the current assignment. | |

Certification:

1. I am willing to provide the Services and I will be available for entire duration of the work as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Date: _____

Place: _____

(Signature and name of the Key Personnel)

(Signature and name of the authorised signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

6.11 Annexure- I- Service Conditions

Service Conditions to be fulfilled and strictly adhered to by the Agency with regard to Amenities during the Operation, Maintenance and Management of the Facility.

The below mentioned list prescribe the minimum standards to be maintained by the Agency. Breach of such conditions shall attract penalty from the Authority commensurate with the nature of the breach. Repetitive breach despite of warning from the Authority can also result in termination of Service. Additional standards may be implemented keeping in view the particular situation characteristics.

A. GENERAL

1. Obtain all the required Licenses/ approvals/ permits, etc for setting up and running the boating facility as per this RFP.
2. Comply with applicable labour laws
3. The boats used shall not be allowed to travel at a speed or in a way that causes a nuisance or damage to people or other ships, or causes damage or erosion to the Dam or property.
4. Complaint / Suggestions Register to be placed and maintained at the embarking/ disembarking location.
5. Proper Signage shall be provided at all prominent locations and the carrying capacity of the boats shall have to be clearly displayed so that it is noticeable by the public as well as regulatory agencies.
6. The Life Jackets/ safety jacket will be available in sufficient numbers on the boats as well as nearby shore for embankment/dismemberment.
7. A first-aid box with standard supplies will be available on shore at an easily accessible location.
8. Rescue tube, specifically developed for on-water rescue, will be carried on the rescue boat as well as on passenger boats used for rides.

B. BOAT/VESSEL MAINTENANCE

1. **Engine service:** Service by a specialized workshop at least once every 6 months, irrespective of its usage.
2. **Fuel:** Precautions against running out of fuel, disabling the engine because of dirt or excess moisture in it, or exposing fuel to fire risks.
3. **Fire/explosion risks:** Regular inspection of fuel and gas tanks, valves, pumps and lines for visual condition – especially corrosion – and leaks. The problems, if any, shall have to be fixed by an expert as temporary repairs can be dangerous. Sniff test can be done each time the vessel is boarded.

4. **Fuel system:** Checking and changing of filters frequently to be assured of clean fuel entering the engine. Spare filters can be varied, if necessary. Ensure that fuel and engines are of such quality that it causes minimum pollution in air and river water.
5. **Use of clean, fresh fuel:** The portable fuel tanks shall be cleaned at least twice yearly.
6. **Electrical system:** Protection of the electrical system against corrosion by taking the following measures:
 - Keep all electrical systems clean and corrosion free by frequent inspections.
 - Spray terminals, electrical connectors, etc. with a corrosion-retarding agent. Keep all electrical fittings dry.
 - Check that the lights are working even in daytime
7. **Batteries**
 - Use a genuine marine battery – your motor’s handbook will tell you what capacity. Check it and charge it regularly. If the battery does not hold its charge, it should be tested or replaced.
 - Batteries should always be secured with brackets within a ventilated container.
 - If it is in an enclosed space, ensure it is properly ventilated.
 - Terminals and cables must be kept clean, and terminals greased.
 - Terminals and connections must be tight and secure.
 - Top up battery cells with distilled water and check each cell with a hydrometer.
 - Turn off the power to the charger before disconnecting the charging pads. This may prevent an explosion.
8. **Routine maintenance**
 - Before each trip:
 - Test navigation lights.
 - Check the bilges are clean and dry, investigate the sources of leaks.
 - Check that the bilge pump works.
 - Check that the bungs are not worn and that the washer is in good condition.
 - Test steering gear for stiffness.
 - After each trip:

As you winch the boat onto the trailer inspect the wire, webbing or rope for wear. Flush the engine with fresh water and wash down its exterior. -
 - Monthly, Yearly Maintenance

C. THROWING OF GARBAGE

The bidder has to ensure at all times that there is no discharge of any of the following garbage by either the passengers of the boat or his workers/ staff:

- Plastics: includes synthetic ropes, fishing nets, and plastic bags
- Floating dunnage, lining and packing materials
- Food waste, paper, rags, glass, metal, bottles, crockery, and similar refuse
- Comminuted or ground food waste, paper, rags. glass, etc.

D. SAFETY REQUIREMENTS

- Well trained staff/ workers
- Adequate First Aid kits near the Facility location
- Adequate number of Personal Floatation Devices (PFDs) in good and serviceable condition and of appropriate sizes shall be made easily accessible to all the passengers
- Adequate number of throwable devices that can be made available immediately shall be maintained
- Fire extinguishers shall be required in all the boats used for the facility
- Rescue Boat to be kept standby at all time.
- To follow all the safety norms as per the Best Industry Standards and safe practices.

E. STAFF QUALITY

- Smart and clean Staff Uniforms should be given to all the employees deployed at the boating point.
- Ensure that all the staff on the duty has proper Identity cards certified by the Authority.
- Staff Welfare / Facilities

F. ECO FRIENDLY PRACTICES

- Pollution Control Measures as prescribed by the Jharkhand State Pollution Control Board for water pollution, noise pollution, etc.

G. WASTE MANAGEMENT

- In addition to adhering of Jharkhand State Pollution Control Board norms on waste management, the Agency shall use suitable system of collection and disposal of solid waste emanating from the Facility.

H. UNALLOWABLE PRACTICES

- To operate the boat in a careless or reckless manner.
- To operate the boat in such a manner that is it obstructs or tends to obstruct ordinary navigation.
- To operate the boat outside the area or time limit allotted for the same or outside the permissible limits as set by the Authority.