



(GOVERNMENT OF JHARKHAND)

REQUEST FOR PROPOSAL (RFP)

FOR

**SELECTION OF AN AGENCY FOR ORGANISING ADVENTURE ACTIVITIES
AT NETARHAT, BETLA, KANKE DAM, PATRATU DAM AND CHANDIL DAM**

Dated : 28/05/2019



Jharkhand Tourism Development Corporation Limited
5, Mahatma Gandhi Marg, Ranchi, Jharkhand - 834001
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Tender Schedule



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Ref. No. :- 536/2019

Ranchi/Dated :- 28/05/2019

SELECTION OF AN AGENCY FOR ORGANISING ADVENTURE ACTIVITIES AT NETARHAT, BETLA, KANKE DAM, PATRATU DAM AND CHANDIL DAM

The Jharkhand Tourism Development Corporation Limited (JTDC) an undertaking of Government of Jharkhand intends to select agency for **Organising Adventure Activities at Netarhat, Betla, Kanke Dam, Patratu Dam and Chandil Dam (for 2 Years)**, therefore invites empanelled agencies to submit their Bids.

Interested empanelled agencies may download the document from **29/05/2019** onwards from the Department of Tourism website:-www.jharkhandtourism.gov.in/ and submit their Applications. The Application Due Date is on **20/06/2019 at 1400 hours**.

A pre-application conference will be held on **06/06/2019 by 1530 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. INSTRUCTIONS FOR SUBMISSION OF BID

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 organizing in **ADVENTURE ACTIVITIES AT NETARHAT, BETLA, KANKE DAM, PATRATU DAM AND CHANDIL DAM for event scheduled for a period of 2 years from the date of LOA issued** (the “Service”). The main objective is to showcase and provide comprehensive information on Jharkhand tourist destinations, 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 Empanelled Agencies (**As per letter issued by Directorate of Tourism (letter no.1 dated 02.01.2019) to selected agencies for empanelment of adventure and water sports activities for Jharkhand Tourism**) for selection of the agency (the “Bidder”) as specified in this Request for Proposal (the “RFP”) document for the Services.
- 1.1.4 The RFP document shall be the basis for selection of an Agency based on the marks obtained by the Bidder after evaluation of Bidder’s Technical Presentation in terms of **Clause 2** of this Document.
- 1.1.5 The scope of services to be provided by the Selected Agency shall include and not limited to the services provided at **Schedule A** and shall also be governed by the provisions of issue LOA/Work Order and to be entered into between the selected Agency and the JTDCL (the “LOA/Work Order”) which sets forth the detailed terms and conditions for grant of the right to the selected Agency (the “Right”).
- 1.1.6 The Agency selected in accordance with evaluation process of this RFP Document will be subsequently invited to undertake and perform the Services set forth in **Schedule A** with respect to organizing **ADVENTURE ACTIVITIES AT NETARHAT, BETLA, KANKE DAM, PATRATU DAM AND CHANDIL DAM.**

1.2 Submission of Bids

- 1.2.1 The Agency shall be required to submit a **Technical & Financial Bid in separate sealed envelopes** put in a bigger sealed envelope super scribed as **“SELECTION OF AN AGENCY FOR ORGANISING ADVENTURE ACTIVITIES AT NETARHAT, BETLA, KANKE DAM, PATRATU DAM AND CHANDIL DAM”**. The envelope containing the Applications shall be delivered by Hand/

Courier/Registered Post/Speed Post at JTDCL office up to **20/06/2019 at 1400 hours**. Applications received after the Application Due Date shall not be entertained.

- 1.2.2 **“Financial Proposal”** The Financial Proposal in the prescribed format at **Appendix – A** on the letter head of the Bidder and signed by the authorized signatory.
- 1.2.3 The Bidder shall submit each of the following documents on or before the Bid Due Date. The documents accompanying the Bid submission shall include the following:
- a. Copy (Soft copy & Hard copy) of Presentations Technical Presentation
 - b. Financial Bid in the prescribed format at **Appendix – A**;
 - c. Power of Attorney (on stamp paper) for signing of Bid documents on behalf of the Bidder in the prescribed format at **Appendix –B**
 - d. Self Declaration in the prescribed format at **Appendix –C**
- 1.2.4 The Bidder should submit a Power of Attorney as per the format enclosed as **Appendix- B**, authorizing the signatory of the Bid to commit the Bidder. The Bid documents must be properly signed by the authorized representative (the “Authorized Representative”) as detailed below:
- a. In case the sole proprietor himself is signing the Bids, the Power of Attorney is not required to be submitted. However, if the Bid documents 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- B**
 - b. by a duly authorized person holding the Power of Attorney, in case of a Company.
- 1.2.5 The Bids submitted by fax, telex or e-mail shall not be entertained and shall be rejected.
- 1.2.6 The Bids and all related correspondence and documents shall be written in English language. For the purpose of interpretation and evaluation of the Bids, the English language translation shall prevail.

1.3 Schedule of Bidding Process

The JTDCL would endeavor to adhere to the following schedule:

SI No	Description	Date
1	Pre-Bid Queries Submission	05/06/2019 by 17:00 Hours
2	Pre-Bid Conference	06/06/2019 by 15:30 Hours at JTDCL Office
3	Bid Due Date	20/06/2019 at 1400 hours
4	Technical Presentation & Financial Bid opening Conference	20/06/2019 at 1530 hours Venue Details: Jharkhand Tourism Development Corporation Limited 5, Mahatma Gandhi Marg, Ranchi,

SI No	Description	Date
		Jharkhand - 834001 Phone No: +(91)-651-2331828 & 2331643 Fax: +(91)-651-2331828
5	Bid Validity period	180 days from Bid Due Date
6	Tender/Bid Document Fee	Rs. 2,240/- (Rupees Two Thousand Two Hundred Forty Only) inclusive of GST (Not Refundable)

1.3.1 Queries, if any, proposed to be raised at the pre-bid conference by the agency should be submitted to the JTDCL in writing at least one (1) working day before the date of the pre-bid conference and a soft copy of the same shall be e-mail to the **jtdcltd@gmail.com**.

1.4 Bidding Process

1.4.1 The Bids should be submitted by Hand/ Courier/Registered Post/Speed Post at JTDCL office up to **20/06/2019 at 1400 hours** Applications received after the Application Due Date shall not be entertained. The Bid Due Date as indicated in **Clause 1.3**, in the manner and form as detailed in this RFP document.

1.4.2 The Authority, at its sole discretion, may extend the Bid Due Date by issuing an Addendum in accordance with **Clause 1.5**.

1.5 Amendments to RFP

1.5.1 At any time prior to the Bid Due Date, as indicated in **Clause 1.3**, Schedule of Bidding Process, the Authority may, for any reason, amend the RFP Document by the issuance of Addenda. Any addenda issued would be sent through mail and the same shall be binding on the Bidders.

1.5.2 In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, the Authority may, at its discretion, extend the Bid Due Date. Information about extension of the Bid Due Date will be sent through mail.

1.6 Late Bids

1.6.1 Applications received after the Application Due Date shall not be entertained.

1.7 Modifications/ Substitution/ Withdrawal of Bids

1.7.1 The Bidders cannot modify or withdraw the Bids after submission.

1.8 Cost of Bid

1.8.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the selection process, visits to the Authority, etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection

1.9 Right to reject any or all Bids

1.9.1 Notwithstanding anything contained in this Document, the Authority reserves the right to accept or reject any Bid and to annul the selection process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

1.9.2 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

1.10 Selection and notification

1.10.1 The Authority intends to select an Agency for the Services, thus invites Empanelled Agencies to make a Technical presentation and to submit their Financial Bid for providing the services.

1.10.2 After the evaluation of Bids in terms of Technical Presentation, the Bidders whose score is minimum of 70 marks out of 100 marks in Technical presentation will be eligible & qualified for opening of their Financial Bid by the Authority. The Authority will not entertain any query or clarification from Bidders who fails to be selected.

1.11 Validity of Bids

1.11.1 The Bid shall be valid for a period of not less than 60 (sixty) days from the Bid Due Date ("Bid Validity Period"). The validity of Bid may be extended by mutual consent of the respective Bidder and the Authority.

2. EVALUATION OF BIDS

2.1 Opening and Evaluation of Bids

- 2.1.1 The Authority shall conduct a Technical **Presentation & Financial Bid Conference** with the Bids received from Empanelled Agencies on the date specified in **Clause 1.3.**, Schedule of Selection Process specified in the RFP & in the presence of the Bidders who choose to attend.
- 2.1.2 The Authority will examine and evaluate the Technical Presentation & Financial Bids in accordance with the provisions set out in this section **Clause 2.3.**
- 2.1.3 Any information contained in the Technical Presentation & Financial Bids shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Bidder is subsequently selected on the basis of such information.
- 2.1.4 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

2.2 Test of Responsiveness

- 2.2.1 Prior to evaluation of Bids, the Authority will determine whether each Bid is responsive to the requirements of the RFP Document and Bid shall be considered responsive only if:
- a. it is received by the Bid Due Date including any extension thereof pursuant to **Clause 1.3;**
 - b. is received through Hard Copy as stipulated in **Clause 1.4.;**
 - c. it contains the information and documents as requested in the RFP Document;
 - d. it contains information in the form and formats specified in the RFP Document;
 - e. it provides the information in reasonable detail. (“**Reasonable Detail**” means that, but for minor deviations, the information can be reviewed and evaluated by the Authority without communication with the Bidder). The Authority reserves the right to determine whether the information has been provided in reasonable detail;
 - f. it does not contain any condition or qualification; and
 - g. it is not non-responsive in terms hereof
 - h. Technical and Financial proposal as per instruction (Sealed Cover).

2.3 Evaluation of Technical Presentation of the Bidder

2.3.1 All the Bidders, whose Bids are found to be responsive as per **Clause 2.2**, shall be called for Technical 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 Technical Scrutiny Committee constituted by the Authority shall scrutinize the Technical presentations made by the Bidders as per the parameters cited in **Clause 2.3.2** in accordance to the **Clause 2.3.3**.

2.3.2 All the Bidders whose Bids are found to be responsive as per **Clause 2.2** shall be qualified for financial opening 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 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
3	Experience	Previous experience in managing similar events/ related experience	40
4	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 2.3.2**.*
- b. *The Bidders will be provided with only 15 minutes to make their presentation. The Bidders should submit 2 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.*

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

2.3.4 The Financial Proposals of only the Qualified Bidders shall be considered for further evaluation.

2.4 Evaluation of Financial Bids

2.4.1 The Financial Proposals of only the qualified Bidders as per clause 2.3.3 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.

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

2.4.3 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.

2.4.4 The bidder shall offer **Annual Fee** to the Authority which **will not be less than Rs.25,000 for each location** (NETARHAT, BETLA, KANKE DAM, PATRATU DAM AND CHANDIL DAM (1 to 4)) as per the terms and conditions of this RFP and the provisions of the Development Agreement. Any Financial Proposal, lower than the **minimum Annual Fee of Rs.25,000** will be rejected by the Authority. The Annual fee shall be paid on Annual Basis from the Date of commencement of commercial operations of the Project till the end of work period.

2.4.5 Any Financial Proposal, lower than the minimum Annual Fee of Rs. **Rs.25,000/-** (Rs. Twenty Five Thousand) will be rejected by the Authority.

2.5 Selection of Agency

2.5.1 The Bidder quoted the Highest "Annual Fee" (**H1**) shall be declared as Selected Agency for each Location/Site.

2.5.2 For financial evaluation for all location NETARHAT, BETLA, KANKE DAM, PATRATU DAM AND CHANDIL DAM (1 to 4) will be calculated separately. Multiple or single agency may be selected based on above parameter.

2.5.3 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.

2.5.4 The Bidder quoting the Highest “**Annual Fee**” (**H1**) shall be the Selected Agency for each category.

2.6 Letter of Award (LOA)

2.6.1 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by JTDCL to the Selected Agency and the Selected Agency 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 Agency is not received by the stipulated date, JTDCL may, unless it consents to extension of time for submission thereof, appropriate the Performance Security on account of failure of the Selected Agency to acknowledge the LOA, and the next eligible Bidder may be considered.

2.7 Earnest Money Deposit

2.7.1 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.

2.7.2 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.

2.7.3 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.

2.7.4 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

2.8 Payments Terms

2.8.1 Payment will be made to JTDCL after commercial operation of adventure activity as per quoted annual fee. Work should be carried out satisfactorily and in accordance with the terms and conditions of the RFP.

2.8.2 The total annual fee quoted by the Agency shall be exclusive of all taxes, duties, GST, as applicable.

2.9 Fraudulent & Corrupt Practices

2.9.1 If the Selected Agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:

- i. **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of JTDCL or any personnel in agreement executions.
- ii. **"Fraudulent practice"** means a misrepresentation of facts, in order to influence a procurement process or the execution of a LOA/Work Order, to JTDCL, and includes collusive practice among Bidders designed to establish Bid prices at artificially high or non-competitive levels and to deprive JTDCL of the benefits of free and open competition.
- iii. **"Unfair trade practices"** means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- iv. **"Coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of LOA/Work Order.
- v. **"Collusive practices"** means a scheme or arrangement between two or more Bidders with or without the knowledge of the JTDCL, designed to establish prices at artificial, non-competitive levels;

2.10 Penalty Provision

2.10.1 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 or part thereof (subject to maximum of 30% of the annual Fee).

2.11 Damages and Losses

2.11.1 The agency will be responsible for all liabilities, 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.

2.12 Availability of Key Personnel

2.12.1 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. Agency should have all types of required life saving technique equipments/materials/items for the tourist.

2.13 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. Period may be extended yearly based on mutually agreed terms and condition.

2.14 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 appoints required manpower for ticketing at the specified locations. Rate will be finalised with consultation of JTDCL.

2.15 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.

2.16 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.

2.17 Safety/Quality Check

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

2.18 Project Location and NOC

JTDCL will provide required land/space/area and clearance from the concern authority/administration for the project. Agency will have to coordinate with the concern authority to get all required approvals with the help for JTDCL.

2.19 Transportation

The Agency/Bidders are required to transport and deliver the equipments at different destinations in the State as per direction of JTDCL. The cost of transportation, loading, un-loading, transit insurance, excise & custom shall be the responsibility of the agency. No separate charges shall be borne by the JTDCL.

3. OBLIGATIONS AND UNDERTAKINGS

3.1 General Obligations of the Agency

- 3.1.1 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.
- 3.1.2 Manage the Facility and construct the other infrastructure including all construction, repair and replacement works in full operational condition during the Service/Project Period.
- 3.1.3 Compulsorily issue tickets to each user of the facility.
- 3.1.4 Pay taxes and duties on revenue from the operations regularly as per statutory requirements.
- 3.1.5 Obtain all Applicable Permits in conformity with the Applicable Laws and be in compliance with thereof at all times for execution of its obligations.
- 3.1.6 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.
- 3.1.7 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.
- 3.1.8 Take all reasonable precautions for the prevention of accidents at the Facility and the Location and the surrounding environment.
- 3.1.9 Strictly adhered to the Performance Standard as specified in RFP all time during the Period.
- 3.1.10 Make timely payment of the damages occurred due to violation in the performance standard.
- 3.1.11 Be responsible for safety, soundness and durability of the Facility and Location including all assets and structures forming part thereof.
- 3.1.12 Keep the Location and Facility in a neat and clean condition and in conformity with the Applicable Laws and Applicable Permits.
- 3.1.13 Take insurance as per the RFP and maintain the same all time during the Period. To make regular payment of license fee at the intervals as stated by the Authority.
- 3.1.14 The expenses for water, electricity, etc. shall be arranged and borne by the Agency.
- 3.1.15 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.

3.2 Obligations of the Authority

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

4. SAFETY AND INSURANCE

4.1 Safety

- 4.1.1 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.
- 4.1.2 Make clear any damage/ destruction caused due to direct/ indirect neglect of the Agency.
- 4.1.3 A rescue team shall be made available in full readiness at all times during the operation of the Facility.
- 4.1.4 Follow the safety guidelines as mentioned in the Proposal submitted for this Service.
- 4.1.5 Comply with the effluent and emission limits as per the standards set by respective government authorities.
- 4.1.6 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.

4.2 Insurance

- 4.2.1 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.
- 4.2.2 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).

APPENDIX A: FORMATS FOR SUBMISSION OF FINANCIAL BIDS

(On the Letterhead of the Bidder)

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 ORGANISING ADVENTURE ACTIVITIES AT NETARHAT, BETLA, KANKE DAM, PATRATU DAM AND CHANDIL DAM”

1. We are pleased to quote our rate for each location (**The “Annual Fee”**) to the items detailed below and inclusive of all costs associated with providing the services specified in **Schedule A** of the RFP Document. The Annual Fee is exclusive of GST and all other applicable taxes.

Sl. No.	Location	Annual Fee* (Rs.)
1	NETARHAT	
2	BETLA	
3	KANKE DAM	
4	PATRATU DAM	
5	CHANDIL DAM	

* Annual Fee for each Location will be the final fee for financial evaluation and calculated separately.

2. I/ We confirm and agree that we have reviewed all the terms and conditions of the Request for Bid including the Draft Contract 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 Document.
3. I/ we agree that my/our Financial Bid shall remain valid for a period of 60 (sixty) days from the Bid Due Date prescribed for submission of Bid.
4. I / we confirm that our Financial Bid is unconditional and that we accept all terms and conditions specified in the RFP Document.
5. I / we agree to be bound by this offer if we are the Selected Agency for the said Assignment.

6. We further certify that we shall follow the Scope of Services, without any deviations, enumerated in this RFP Document, if the Assignment is awarded to us.
7. I/We confirm and agree to work on rate provided for (Each Location) as and when required JTDCL. The location/site prescribed in RFP may change/increase/decrease based on the requirement of JTDCL.
8. Any Financial Proposal, lower than the minimum Annual Fee of Rs. **Rs.25,000/-** (Rs. Twenty Five Thousand) will be rejected by the Authority.

Sincerely,

Name of the Bidder

.....

Signature of the Authorised Person

Name of the Authorized Person

APPENDIX B: FORMAT FOR POWER OF ATTORNEY

(On the applicable value of Stamp Paper)

Power of Attorney

Know all men by these presents, we, (name of Bidder and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr./Ms..... son/daughter/wife 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 “**Authorised Representative**”) 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 Bid for “**SELECTION OF AN AGENCY FOR ORGANISING ADVENTURE ACTIVITIES AT NETARHAT, BETLA, KANKE DAM, PATRATU DAM AND CHANDIL DAM**”, appointed by the Jharkhand Tourism Development Corporation Limited, Government of Jharkhand (the “**Authority**”) including but not limited to signing and submission of all Bids and other documents and writings, participating in Technical Presentation & Financial Bid conference and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Bid and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Empanelment and/or upon award thereof to us till the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative 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 Authorised Representative 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, 2018

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

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. The Power of Attorney should be executed on a non-judicial stamp paper of Rs.100 (Hundred) and duly notarised by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other 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.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed The Hague Legislation Convention, 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX C: 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 “**SELECTION OF AN AGENCY FOR ORGANISING ADVENTURE ACTIVITIES AT NETARHAT, BETLA, KANKE DAM, PATRATU DAM AND CHANDIL DAM**”, 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

SCHEDULE A: TERMS OF REFERENCE

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 organising **ADVENTURE ACTIVITIES AT NETARHAT, BETLA, KANKE DAM, PATRATU DAM AND CHANDIL DAM FOR TWO YEARS**, which shall include but not limited to the following activities:

1. The event shall be spread over 2 Years at **NETARHAT, BETLA, KANKE DAM, PATRATU DAM AND CHANDIL DAM**.
2. All activities to be organise at **Netarhat & BETLA. Only water sports activities to be done in KANKE DAM, PATRATU DAM AND CHANDIL DAM**. Following are the list of activities mentioned below for **each location** based on the feasibility at site/location:-
All activities should be with required experts and facilities/items etc.
 - Duo cycling (Minimum 2 Unit)
 - Cycling (Minimum 10 Unit)
 - Bullock Cart Ride (Minimum 1Unit)
 - Trekking (Minimum 1 Expert/Guide)
 - Stargazing (Minimum 1 Unit)
 - Paragliding (Minimum 1 Unit)
 - Paddle boating (Minimum 2 Unit)
 - Rock Climbing (Minimum 1 Expert/Guide)
 - Kayaking (Minimum 2 Unit)
 - Rope course (Minimum 4 kind/type with required expert)
 - Fishing (Minimum 1 Expert/Guide)
 - Cliff jumping (Minimum 1 Expert/Guide)
 - Banana boat ride (Minimum 1 Unit with required expert)
 - Jungle Safari / Safaris (Minimum 1 jeep with required expert)
 - Nature Trail / Bird Watching (Minimum 1 Expert/Guide)
 - Rappelling (Minimum 1 Expert/Guide)
 - Night jungle walk (Minimum 1 Expert/Guide)
 - Dragon Boat (Minimum 1 Unit with required expert)
 - Kite flying (Minimum 10 Unit with required expert)

Note: Motorable activities will be conducted only in Chandil Dam. Activity may be added or remove by agency in case of feasibility.

3. Responsible for one Temporary (Tourist Information Centre) TIC with 2 manpowers, 2 Tables, 2 Chairs, 1 Sofa at each location with Jharkhand tourism branding. Agency will install and display one (01) numbers of LED TV at the stall for the entire event (54” Inches LED).
4. Agency will be responsible for creation of tour packages from Ranchi to each location.
5. Branding should be done with Jharkhand Tourism and JTDCL logo.
6. **Submit summary of the event** conducted on adventure activities to JTDCL through a post event report along with good pictorial booklet (Covering all work as per RFP) with minimum 50 pages and 20 copies. Along with the post event report, 10 minute high quality film covering the event shall also be submitted to JTDCL, branding should be done with Jharkhand Tourism and JTDCL logo.
7. Agency will provide support to JTDCL on any other peripheral work related to the event
8. Execute the work with due respect to aesthetics, safety, theme consistent with best of Industry practices within given time and approved budget.
9. Preparation of required documents, certificates and follow up with agencies for getting approvals from Government
10. Bidder shall finalize and arrange for necessary agencies independently with sufficient manpower so as to complete the work as per schedule.
11. 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.
12. All other works and services as per tender document.
13. The Location/Site prescribed in RFP may change/increase/decrease based on the requirement of JTDCL.
14. Agency shall indemnify JTDCL/its agencies from any loss, damage or liability of property and life.
15. Selected bidders will provide required infrastructure/facilities to JTDCL for ticketing.

16. Agency should handover the property on a safe and sound condition after the work/event completion to JTDCL/Authority. The agency shall ensure proper safety and security of the assets, manpower and guests.
17. Agency should comply and follow the norms of other adventure activities authority, Adventure Tour Operators Association of India (ATOAI). Agency will take care of all the safety measures during event.
18. Time period may be extended based on satisfactory performance of the agency with the consultation of JTDCL.
19. Agency will make its own arrangement for proper lighting, drinking water and other support facilities required with the consultation of JTDCL.
20. Agency shall indemnify JTDCL/its agencies from any loss, damage or liability of property and life.