



**JHARKHAND TOURISM DEVELOPMENT CORPORATION LIMITED
(GOVERNMENT OF JHARKHAND)**

INVITES

EXPRESSIN OF INTEREST (EOI)

FOR

**INSTALLATION AND OPERATION OF VARIOUS ADVERTISING MODES ON
SPACE SHARING AND ON ANNUAL LICENSE FEE BASIS IN DIFFERENT
HOTEL PREMISES AT DEOGHAR, PATRATU, DHANBAD AND FALL BESIDE
RANCHI**

Ref. No. :- 571/2020

Ranchi/Dated:- 23/09/2020



Jharkhand Tourism Development Corporation Limited

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Table of Contents

1.	SECTION 1:- INTRODUCTION.....	3
1.1	Background.....	3
1.2	Brief Description of Selection Process	3
1.3	Schedule of Selection Process	4
2.	SECTION 2:- INSTRUCTIONS TO BIDDERS	5
2.1	Eligible Bidders	6
2.2	Number of Proposals	7
2.3	Proposal Preparation Cost.....	7
2.4	Right to Accept any Proposal and to Reject any or all Proposals	7
2.5	Conflict of Interest.....	7
2.6	Clarifications	7
2.7	Amendments to EOI	8
2.8	Payment Schedule.....	8
3.	PREPARATION AND SUBMISSION OF PROPOSAL.....	9
3.1	Language and Currency	9
3.2	Validity of Proposal	9
3.3	Earnest Money Deposit.....	9
3.4	Bidder's Responsibility	10
3.5	Format and Signing of Proposal	10
3.6	Submission of Proposals	11
3.7	Proposal Due Date	12
3.8	Late Proposals.....	12
3.9	Modifications/ Substitution/ Withdrawal of Proposals	12
3.10	Confidentiality	12
3.11	Clarifications	13
4.	SECTION 3: EVALUATION OF PROPOSALS	13
4.1	Opening and Evaluation of Proposal	13
4.2	Tests of Responsiveness	13
4.3	Evaluation of Experience of the Bidder.....	14
4.4	Presentation	14
4.5	Evaluation of Creative Presentation of the Bidder.....	14
4.6	Evaluation of Financial Proposals	16
4.7	Selection of Bidder	16
4.8	Letter of Award (LOA).....	17
4.9	Contacts during Proposal Evaluation.....	17
4.10	Fraud and Corrupt Practices	17
	Annexure-1:- Scope of Work.....	18
4.11	Appendix – I – Letter of Proposal.....	20
4.12	Appendix – II- Details of Bidder	22
4.13	Appendix – III – Financial Capacity.....	23
4.14	Appendix – IV – Experience of the Bidder.....	24
4.15	Appendix –V- Self Declaration	25
4.16	Appendix –VI- Format for Power of Attorney for Signing of Proposal	26
4.17	Appendix- VII- Format for Financial Proposal.....	27

1. SECTION 1:- INTRODUCTION

1.1 Background

- 1.1.1 Jharkhand Tourism Development Corporation Limited (JTDCL), also referred to as the “**JTDCL**” or “**Authority**”, is a nodal agency under Department of Tourism (“DoT”), Government of Jharkhand, with a mandate to develop tourism infrastructure in the State of Jharkhand. JTDCL is operating various hotels and tourist complexes in the State of Jharkhand for providing residential accommodation to the tourists.
- 1.1.2 With an endeavor for promotion of tourism and services of JTDCL, JTDCL intends to issue this Expression of Interest (EOI) to select a reputed advertising agency for installation and use of advertising Board/Hoarding/Pole Kiosk/Monopole (on approx. 20 feet long pole of maximum 20 feet x10 feet size) and other advertising modes such as Digital display/LED Unipole, Lollypop, Bunting etc. on **space sharing (50:50)** and on annual License fee basis in various Hotel premises at Deoghar, Patratu, Dhanbad and at fall area beside Ranchi.
- 1.1.3 EOI document is available at the Department of Tourism website “www.jharkhandtourism.gov.in”. Interested parties may download the EOI documents from the website and submit their Proposals.
- 1.1.4 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 EOI and work order. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the project in all respects. The scope of services shall be as stated in **Annexure-1**.
- 1.1.5 JTDCL shall receive Proposals pursuant to this EOI in accordance with the terms set forth in this EOI and any addenda issued subsequent to this EOI (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 single stage 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 up to **06/10/2020 14:00 hrs** in accordance with the terms of this EOI document.

Contact Information & Address for communication:-

To,

The Managing Director,
 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
 Visit us on www.jharkhandtourism.gov.in

- 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:

Pre-Bid Queries Submission	28/09/2020 by 17:00 Hours
Pre-Bid Conference	29/09/2020 by 16:00 Hours
Last date for submission of Proposals (the “ Proposal Due Date ”)	06/10/2020 14:00 Hrs
Date, Place and time of opening of Technical Proposal	06/10/2020 15:00 Hrs or thereafter at Jharkhand Tourism Development Corporation Limited 5, Mahatma Gandhi Marg, Ranchi, Jharkhand - 834001 Phone No: +(91)-651-2331828 & 2331643 Fax: +(91)-651-2331828
Validity of Proposals	180 days from the Bid Due Date
Tender/Bid Document Fee	Rs. 2,240/- (Two Thousand Two Hundred Forty only) inclusive of GST (Not Refundable).
Earnest Money Deposit	Rs. 1,00,000/- (Rupees One Lakh only)

- 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 days before the date of the pre-bid conference and a soft copy of the same shall be e-mailed to the dirjharkhandtourism@gmail.com.

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 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 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. 1.00 Crore (Rupees One Crore only)** during the preceding 3 (three) years (2016-17, 2017-18 and 2018-19). To calculate the average turnover, the total turnover achieved by the Bidder during last 3 years shall be divided by 3(supporting documents must be furnished).

- b) The Advertising Agency shall be registered or worked in Government Department/Government PSU for Advertising work (supporting documents must be furnished).
 - c) The Advertising Agency shall be registered by any Municipal Body (supporting documents must be furnished).
 - d) The Advertising Agency must have done similar nature of work **for any reputed Corporate office/Government agency/PSU in last 3 years** 2016-17, 2017-18 and 2018-19 (supporting documents must be furnished).
 - e) The Advertising Agency must have experience of at least one similar nature of work for three consecutive years with single reputed Corporate office/Government agency/PSU.
 - f) The Bidder must be registered in India (supporting documents must be furnished) and should have GST and PAN Registration (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. Undertaking should be furnished along with the bid.
- 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**, authorising 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 EOI. 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 EOI. 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 EOI may notify JTDCL in writing and e-mail to the address before 29/09/2020. The subject line for communication must clearly bear the following:

Queries/Request for Additional Information: EOI for “INSTALLATION AND OPERATION OF VARIOUS ADVERTISING MODES ON SPACE SHARING AND ON ANNUAL LICENSE FEE BASIS IN DIFFERENT HOTEL PREMISES AT DEOGHAR, PATRATU, DHANBAD AND FALL BESIDE RANCHI”.

- 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 EOI

- 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 EOI 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 consolidated **Annual License Fee** (exclusive of GST) **in price bid and** value will be taken by JTDCL on start of the project/work for all locations. The Agency shall quote license fee separately as follows which constitutes the consolidated Annual Fee:

Si. No.	Location	Annual License Fee in Rupees (exclusive of GST)
1.	Hotel premises at Deoghar	
2.	Hotel premises at Dhanbad	
3.	Patratu Lake Resort at Patratu	
4.	Hundru fall area	
5.	Jonha fall area	
6.	Dassam fall area	

7.	Sita fall area	
8.	Panchghagh fall area	
9.	Hirni fall area	

2.8.2 The bidder shall pay applicable GST over and above of **Annual License Fee** extra to the Authority.

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-1**. 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

The Bidder shall furnish an Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh 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 "**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.

3.3.1 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.

3.3.2 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 upto contract period**. As per instruction of JTDCL, the selected bidder shall be required to extend the validity of the demand draft.

3.3.3 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 EOI 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 EOI in the specified format(s). 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 EOI 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 partner or a duly authorized person holding the Power of Attorney, in case of a limited liability partnership; or a partnership firm.
- (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 envelope super scribed as **“EOI for Installation and Operation of various Advertising modes on Space sharing and on Annual License Fee basis in different Hotel premises at Deoghar, Patratu, Dhanbad and fall beside Ranchi”**.

3.6.2 Bidder should be submitted in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at JTDCL office upto 06/10/2020 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. In case of a company, copy of the Certificate of Incorporation, Copy of Memorandum and Articles of Association of the Bidder.
- h. In case of a sole proprietorship firm or a Limited Liability Partnership firm, it should furnish copy of the registration certificate, GST or IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
- i. 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.
- j. Copy of the Bidder’s duly audited annual reports for the preceding 3 (three) Financial Years (Along with CA Certificate).

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 License Fee exclusive of all applicable taxes of project required by the Agency for

undertaking the Services. The Financial Proposal clearly indicating the total **Annual License 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 EOI 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 EOI. 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 JTDCL office upto 06/10/2020 14:00 hrs on the Proposal Due Date as indicated, in the manner and form as detailed in this EOI 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 EOI.

3.8 Late Proposals

3.8.1 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 EOI. A Proposal shall be considered responsive only if:
 - i. it is received by the Proposal Due Date including any extension thereof pursuant to **clause 2.14.2**;
 - ii. is received through hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery as stipulated in **Clause 2.14**.

- iii. it is accompanied with the EMD amount as set out in **Clause 2.11**;
- iv. it contains the information and documents as requested in the EOI;
- 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 Experience 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 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 **EOI 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 Project. 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 EOI 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 Presentation			
1	Idea, Creative & Concept Plan	Demonstration of unique idea and understanding of preliminary concept of work of Installation and Operation of Advertising board.	30
2	Turn Over	Average Annual Turnover during the preceding 3 (three) years (2016-17, 2017-18 and 2018-19) shall get marks as bellow: Above Rs. 7 Crore: 25 marks Up to Rs. 5 to 7 Crore: 15 marks Up to Rs. 2 to 4.99 Crore: 10 marks Up to Rs. 1 to 1.99 Crore: 05 marks	25
2	Experience	Previous experience in managing similar work/related experience	30
3	Methodology & Execution Plan	Methodology of management of Installation and Operation of Advertising board and plan for completion of detailed tasks of EOI.	15
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 only 15 minutes to make their presentation. The Bidders should submit 01 hard copy 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 consolidated **Annual License Fee** exclusive of all applicable Taxes indicated in the Financial Proposal for each location shall be evaluated jointly.

4.6.3 Agency will quote consolidated **Annual License Fee** (exclusive of GST) in **price bid and** value will be taken by JTDCL on start of the project/work for all locations. The Agency shall quote license fee separately as follows which constitutes the consolidated Annual Fee:

Si. No.	Location	Annual License Fee in Rupees (exclusive of GST)
1.	Hotel premises at Deoghar	
2.	Hotel premises at Dhanbad	
3.	Patratu Lake Resort at Patratu	
4.	Hundru fall area	
5.	Jonha fall area	
6.	Dassam fall area	
7.	Sita fall area	
8.	Panchghagh fall area	
9.	Hirni fall area	

4.6.4 The License fee shall be paid on Annual Basis from the Date of commencement of the Project till the end of contract period (15+5 Years).

4.6.5 The bidder shall pay applicable GST over and above of Annual License Fee extra to the Authority.

4.6.6 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 EOI 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 for all locations.

4.7.2 For financial evaluation of all locations (as per clause no. 4.6.3 sl. No. -1 to 9) will be calculated combined. Single agency shall be selected based on above parameter.

4.7.3 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.

4.8 Letter of Award (LOA)

4.8.1 After selection, a Letter of Award (the “**LOA**”)/Work Order shall be issued, in duplicate, by JTDCL to the Selected Bidder and the Selected Bidder 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 EOI, 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.

ANNEXURE-1:- Scope of Work

A. Rationale of the project:

JTDCL (Jharkhand Tourism Development Corporation Limited) invites Expression of Interest from reputed advertising agency for installation and use of advertising Board/Hoarding/Pole Kiosk/Monopole (on approx. 20 feet long pole of maximum 20 feet x10 feet size) and other advertising modes such as Digital display/LED Unipole, Lollypop, Bunting etc. on **space sharing (50:50)** and on annual License fee basis in various Hotel premises at Deoghar, Patratu, Dhanbad and at fall area beside Ranchi on following terms and Conditions:-

- B. The Advertising Agency will bear all the expenses of Installation, Operation and maintenance of Advertising Board. The JTDCL shall not bear any cost regarding construction and maintenance thereof.
- C. The contract period will be 15 years from the issue of letter of award and the contract period may be extended for the next term of 5 years after the satisfactory performance of the successful bidder.
- D. JTDCL shall have all right to use/sell the one side of the Board for all contract period on Government/Municipal approved rate or on Market prevailing rate plus applicable taxes extra.
- E. For this purpose, before renting out/selling the Advertising Board, the Successful Bidder shall intimate to the authority and take prior approval from the Authority (JTDCL).
- F. For financial evaluation, the consolidated **Annual License Fee** exclusive of all applicable Taxes indicated in the Financial Proposal for each location shall be evaluated.
- G. Agency will quote consolidated **Annual License Fee** (exclusive of GST) **in price bid and** value will be taken by JTDCL on start of the project for all locations. The Agency shall quote license fee separately as follows which constitutes the consolidated Annual Fee:

Si. No.	Location	Annual License Fee in Rupees (exclusive of GST)
1.	Hotel premises at Deoghar	
2.	Hotel premises at Dhanbad	
3.	Patratu Lake Resort at Patratu	
4.	Hundru fall area	
5.	Jonha fall area	

6.	Dassam fall area	
7.	Sita fall area	
8.	Panchghagh fall area	
9.	Hirni fall area	

- H. The License fee shall be paid on Annual Basis from the Date of commencement of the Project till the end of contract period (15+5 Years).
- I. The bidder shall pay applicable GST over and above of **Annual License Fee** extra to the Authority.
- J. All the taxes and legal compliances relating to the installation, operation and maintenance shall be borne by the agency.
- K. The Agency shall have to submit location wise detailed Project Advertising Plan within 45 days from the date of issue of LOA.
- L. The Agency shall be responsible to develop/complete the project within three months from the date of approval of the plan by the Authority. If fails, the Authority will have right to impose penalty and take appropriate action against the agency.
- M. Agency shall indemnify JTDCL/its agencies from any loss, damage or liability of property and life.

FORMATS FOR SUBMISSION OF PROPOSAL

4.11 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 Installation and Operation of various Advertising modes on Space sharing (50:50) and on Annual License Fee basis in different Hotel premises at Deoghar, Patratu, Dhanbad and fall beside Ranchi”.

- 1 With reference to your EOI 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. 1,00,000/- (Rupees One Lakh only) to JTDCL in accordance with the EOI 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 EOI.

- 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 EOI document.

Date:

Place:

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder

4.12 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 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 (2016-17, 2017-18 and 2018-19).

4.13 Appendix – III – Financial Capacity

Sl. No.	Financial Years	Annual Turnover (Rs.)
1	2016-17	
2	2017-18	
3	2018-19	
	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.)

4.14 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	

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

4.15 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 **“Selection of an Agency for Installation and Operation of various Advertising modes on Space sharing (50:50) and on Annual License Fee basis in different Hotel premises at Deoghar, Patratu, Dhanbad and fall beside Ranchi,** addition or deletion will be final and binding to me/us. I/We confirm that I/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

4.16 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 the **“Selection of an Agency for Installation and Operation of various Advertising modes on Space sharing (50:50) and on Annual License Fee basis in different Hotel premises at Deoghar, Patratu, Dhanbad and fall beside Ranchi”**, proposed by the JTDCL, 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

[Notarised]

(Signature)

(Name, Title 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.*
- *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.

4.17 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 INSTALLATION AND OPERATION OF VARIOUS ADVERTISING MODES ON SPACE SHARING (50:50) AND ON ANNUAL LICENSE FEE BASIS IN DIFFERENT HOTEL PREMISES AT DEOGHAR, PATRATU, DHANBAD AND FALL BESIDE RANCHI.

1. I/We are pleased to quote my/our consolidated **Annual License Fee** of Rupees _____ (Rupees _____ Only) (exclusive of GST) for all locations (**DEOGHAR, PATRATU, DHANBAD AND FALL BESIDE RANCHI**) (**The “Annual License Fee”**) to the project specified in **Annexure - I** of the EOI Document. My/Our location wise Annual License Fee are hereunder which constitute the consolidated Annual License Fee:

Si. No.	Location	Annual License Fee in Rupees (exclusive of GST)
1.	Hotel premises at Deoghar	
2.	Hotel premises at Dhanbad	
3.	Patratu Lake Resort at Patratu	
4.	Hundru fall area	
5.	Jonha fall area	
6.	Dassam fall area	
7.	Sita fall area	
8.	Panchghagh fall area	
9.	Hirni fall area	

2. Annual Fee for each Location will be the final fee for financial evaluation and calculated jointly.
3. The bidder shall pay applicable GST over and above of **Annual License Fee** extra to the Authority.
4. 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 EOI.

5. 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.
6. I/we confirm that we have quote **Annual Fee** will be taken by JTDCL (Yearly) upto contract period (15+5) as per **quoted Annual Fee**.
7. I/we confirm that our Financial Proposal is unconditional and that we accept all terms and conditions specified in the EOI.
8. I/we agree to be bound by this offer if we are the Selected Agency for the said Assignment.
9. I/We further certify that we shall follow the Scope of Services, without any deviations, enumerated in this EOI, if the Assignment is awarded to us.
10. I/We confirm and agree to project on Annual License Fee provided for above mentioned locations of JTDCL.

Sincerely,

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person