



## **DIRECTORATE OF TOURISM**

**(GOVERNMENT OF JHARKHAND)**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**SELECTION OF AN AGENCY FOR SECURITY SERVICES AND MANPOWER  
FOR GUARDING, CLEANING, GARDENING, MINOR REPAIRING SERVICES  
AT VARIOUS LOCATIONS FOR JHARKHAND TOURISM**

**Dated : 07/08/2018**

**Ref. No. Tou/Dir/Yoj./ - 13/2018 - 961**

**Directorate of Tourism**

Government of Jharkhand

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**Table of Contents**

1.	SECTION 1:- INTRODUCTION .....	3
1.1	Background .....	3
1.2	Brief Description of Selection Process .....	4
1.3	Schedule of Selection Process.....	4
2.	SECTION 2:- INSTRUCTIONS TO BIDDERS .....	5
2.1	Eligible Bidders .....	5
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.....	8
2.7	Amendments to RFP.....	8
2.8	Payment Schedule .....	9
A.	PREPARATION AND SUBMISSION OF PROPOSAL .....	9
2.9	Language and Currency .....	9
2.10	Validity of Proposal .....	9
2.11	Earnest Money Deposit .....	10
2.12	Bidder's Responsibility .....	10
2.13	Format and Signing of Proposal.....	11
2.14	Submission of Proposals .....	11
2.15	Proposal Due Date .....	13
2.16	Late Proposals.....	13
2.17	Modifications/ Substitution/ Withdrawal of Proposals.....	14
2.18	Confidentiality .....	14
2.19	Clarifications .....	14
2.20	Terms and Conditions .....	14
2.21	Penalty Clause.....	15
2.22	Debar and blacklist Clause.....	16
3.	SECTION 3: EVALUATION OF PROPOSALS .....	16
3.1	Opening and Evaluation of Proposal .....	16
3.2	Tests of Responsiveness.....	17
3.3	Evaluation of Experience of the Bidder .....	17
3.4	Evaluation of Financial Proposals .....	19
3.5	Selection of Bidder .....	19
3.6	Letter of Award (LOA) / Work Order .....	19
3.7	Contacts during Proposal Evaluation.....	19
3.8	Fraud and Corrupt Practices .....	20
Annexure- 1:-	Scope of Work.....	21
3.9	Appendix – I – Letter of Proposal.....	22
3.10	Appendix – II- Details of Bidder .....	24
3.11	Appendix – III – Financial Capacity .....	25
3.12	Appendix – IV – Experience of the Bidder.....	26
3.13	Appendix – V- Self Declaration.....	27
3.14	Appendix – VI- Format for Power of Attorney for Signing of Proposal.....	28
3.15	Appendix- VII- Format for Financial Proposal.....	29

## 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 With an endeavor for promotion of tourism and culture of Jharkhand State, Directorate of Tourism (DoT) intends to issue this Request for Proposal (RFP) to select a reputed agency for Security Services and Manpower for Guarding, Cleaning, Gardening, Minor Repairing Services at Various Locations for Jharkhand. The purpose is to protect and maintain the various tourist destinations of Jharkhand to attract tourists in tourism sector in Jharkhand.
- 1.1.3 RFP document is available in the Department of Tourism website “[www.jharkhandtourism.gov.in](http://www.jharkhandtourism.gov.in)”. Interested parties may download the RFP document from the website and submit their Proposal.
- 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 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**.
- 1.1.5 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 DoT’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 DoT.
- 1.1.6 DoT 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 DoT, and all Proposals shall be prepared and submitted in accordance with such terms.

## 1.2 Brief Description of Selection Process

DoT has adopted a single stage selection process (referred to as the "**Selection Process**") for identifying a suitable Agency. DoT invites eligible Bidders to submit their Proposals in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at DoT office upto **28/08/2018 14:00 hrs** in accordance with the terms of this RFP document.

### Contact Information & Address for communication:-

#### **The Director**

Directorate of Tourism

Government of Jharkhand

MDI Building, 2nd Floor, HEC Campus, Dhurwa, Ranchi, Jharkhand

TEL NO: +91 651 2400493, Fax No: +91 651 2400492

- 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

DoT shall endeavour to adhere to the following schedule:

Pre-Bid Queries Submission	14/08/2018 by 17:00 Hours
Pre-Bid Conference	16/08/2018 by 15:00 Hours
Last date for submission of Proposals (the " <b>Proposal Due Date</b> ")	28/08/2018 14:00 Hrs
Date, Place and time of opening of Technical Proposal	28/08/2018 15:00 Hrs at Directorate of Tourism Government of Jharkhand MDI Building, 2nd Floor, HEC Campus, Dhurwa, Ranchi, Jharkhand TEL NO: +91 651 2400493, Fax No: +91 651 2400492
Date, Place and time of opening of Financial Proposals	Will be intimated to the Qualified Agencies
Validity of Proposals	180 days from the Bid Due Date
Tender Fee	Rs 23,600/- (Rupees Twenty Three Thousand Six Hundred Only) inclusive of GST (Not Refundable)
Earnest Money Deposit	Rs 10,00,000/- (Rupees Ten Lacs Only)

- 1.3.1 Queries, if any, proposed to be raised at the pre-bid conference by the agency should be submitted to the DoT 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-mailed to the [dirjharkhandtourism@gmail.com](mailto: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. (i.e. 2014-15, 2015-16 and 2016-17).
    - 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. (i.e. 2014-15, 2015-16 and 2016-17).
- 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. 50 Crore (Fifty Crore) during the preceding 3 (three) years. To calculate the average turnover, the total turnover achieved by the Bidder during last 3 years shall be divided by 3. (i.e. 2014-15, 2015-16 and 2016-17).

- b) The bidder should have minimum 5 years of experience in Security Services and Manpower for Guarding, Cleaning, Gardening, Minor Repairing Services at Various Locations for Jharkhand Tourism or similar experience from any Central Government/Government of Jharkhand or any other organization.
- c) The Bidder must be registered in India. (supporting documents must be furnished) Should have GST and PAN Registration.
- 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 shall 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.
- 2.1.6 The agency/company must be operating at least in three states of India. The agency must attach the detail addresses of their office with state and address of Principal Officer of the office with Telephone & Fax No. etc.
- 2.1.7 The agency/company must have at least two (02) running contracts, at present, which must not be less than Rs 80 lakhs each per annum and from any public sector undertaking /Govt. Department/Govt. Corporation and other Govt. Institution. The copies of agreement or work order must be attached as documentary evidence.
- 2.1.8 The agency/company must have provided security service to at least two public sector undertaking /Govt. Department/Govt. Corporation and other Govt. Institution.

- 2.1.9 The security agency/company must have a proper training center for training of its security personnel having adequate resources. The address and details must be attached with proposal.
- 2.1.10 The security agency/company must be registered under provident fund act, ESI Act & Copy of registration papers along with code number allotted to the agency/company may be provided.
- 2.1.11 The proprietors/partners/shareholders of the agency/company must all be Indians. In case any foreigner is associated, the agency/company must attach a copy of the clearance obtained from the Ministry of Home Affairs as required under their circular No. VI-24021/68/00 GPA-1 dated 13 Nov. 1992.
- 2.1.12 The agency should have valid PSARA Certificate (Submit Documentary proof).

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

appropriate the EMD as mutually agreed genuine pre-estimated compensation and damages payable to DoT for, inter alia, the time, cost and effort of DoT including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to DoT 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 DoT in writing and e-mail to the address before 14/08/2018. The subject line for communication must clearly bear the following:

Queries/Request for Additional Information: RFP for "**Selection of an Agency for Security Services and Manpower for Guarding, Cleaning, Gardening, Minor Repairing Services at Various Locations for Jharkhand Tourism**".

- 2.6.2 The responses will be uploaded in the Website by DoT without identifying the source of the enquiry. However, DoT 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 DoT to respond to any question or to provide any clarification.
- 2.6.3 All clarifications and interpretations issued by DoT shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by DoT or its employees or representatives shall not in any way or manner be binding on DoT.

## 2.7 Amendments to RFP

- 2.7.1 At any time prior to the Proposal Due Date, DoT 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, DoT may, at its discretion, extend the Proposal Due Date.

## **2.8 Payment Schedule**

2.8.1 Payment will be made to the Agency every month and ascertainment by DoT that work was carried out satisfactorily and in accordance with the terms and conditions of the RFP and Work Order issued to the Agency.

2.8.2 The agency/company will raise monthly bills at the beginning of each month for the duties performed during the month immediately preceding.

2.8.3 No advance payment will be entertained.

2.8.4 Payment will be effected in Indian Rupees only.

2.8.5 A lump sum amount shall be paid by the DoT every month towards the cost of consumables, like phenyl, duster, mopping cloth, soap, naphthalene, broom, bucket, fertilizer, plats, pots, bulbs, wires, etc., for which the agency shall submit bills, certified by the responsible officer from the department. No amount shall be paid for bills not signed, certifying actual purchase and consultation.

2.8.6 The total Contract Price to be quoted by the Agency shall be exclusive of GST any taxes as applicable.

2.8.7 DoT shall pay the Contract Price after raising of bills/invoices by the Agency every month for Security Services and Manpower for Guarding, Cleaning, Gardening, Minor Repairing Services at Various Locations for Jharkhand Tourism.

## **A. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.9 Language and Currency**

2.9.1 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.

### **2.10 Validity of Proposal**

2.10.1 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**. DoT reserves the right to reject any Proposal that does not meet this requirement.

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

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

## **2.11 Earnest Money Deposit**

2.11.1 The Bidder shall furnish an Earnest Money Deposit of Rs.10,00,000/- (Rupees Ten Lacs 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 Director, Directorate of Tourism, Government of Jharkhand**" payable at "**Ranchi**" along with bid documents. DoT shall not be liable to pay any interest on the EMD so made and the same shall be interest free.

2.11.2 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 DoT from time to time. The Proposal shall be summarily rejected if it is not accompanied by the EMD.

2.11.3 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 DoT, the selected bidder shall be required to extend the validity of the demand draft.

2.11.4 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

## **2.12 Bidder's Responsibility**

2.12.1 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 DoT; and
- c) made a complete and careful examination of the various aspects of the Assignment.

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

## 2.13 Format and Signing of Proposal

2.13.1 Bidders would provide all the information as per this RFP in the specified format(s). DoT 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.

2.13.2 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.

## 2.14 Submission of Proposals

2.14.1 The Agency shall be required to submit a Technical & Financial Bid in separate sealed envelopes put in a bigger sealed envelopes super scribed as **“Selection of an Agency for Security Services and Manpower for Guarding, Cleaning, Gardening, Minor Repairing Services at Various Locations for Jharkhand Tourism”**.

2.14.2 Bidder should be submitted in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at DoT office upto **28/08/2018 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 block

- 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.e. 2014-15, 2015-16 and 2016-17).
  - 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). (i.e. 2014-15, 2015-16 and 2016-17).
  - k. Copy of Running Labour License.
  - l. Copy of all such information specified in clause **“2.1 Eligible Bidders”** should be submitted as documentary Proof.

**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.

2.14.3 The Financial Proposal should be exclusive of GST/Service/any other applicable taxes Tax from service fee as per scope of work required by the Agency for undertaking the Services. The Financial Proposal clearly indicating the total “Service Fee or Service Charge” 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.

2.14.4 Bidders may note that DoT 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.

2.14.5 DoT 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.

2.14.6 Rates: The rates must be quoted in the form of service charge, which will be paid as percentage of the fee for deployment of manpower. **Fee for the manpower shall be paid as per the prevalent minimum wages notified.**

2.14.7 Tentative types of requirement of manpower

- (a) Trained Security Guard
- (b) Supervisor
- (c) Cleaning staff / Gardner.

2.14.8 The “Service Fee or Service Charge” for financial proposal shall be inclusive of:

- i. Any cost over and above Minimum wages
- ii. Cost of statutory obligations including PF & ESI contribution, Bonus, Leave Gratuity etc.
- iii. Cost of weekly off
- iv. Cost of accommodation, uniform, identity cards, cost of police verification of deployed manpower and other overhead costs.
- v. The financial bid “**(Financial Proposal:- (Envelope-2))**” shall be submitted in a separate sealed envelope.

2.14.9 Initially work will be provided to selected agency for **Two Year** from the date of approval and Period may be extended on yearly based on satisfactory performance and mutually agreed terms and conditions.

## **2.15 Proposal Due Date**

2.15.1 Proposals should be submitted in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at DoT office upto **28/08/2018 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.

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

## **2.16 Late Proposals**

2.16.1 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.

## **2.17 Modifications/ Substitution/ Withdrawal of Proposals**

- 2.17.1 The Applicants will not allow Modifications/ Substitution/ Withdrawal of Applications after submission of application.
- 2.17.2 Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period will not be allowed.

## **2.18 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 DoT in relation to, or matters arising out of, or concerning the Selection Process. DoT 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. DoT 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 DoT.

## **2.19 Clarifications**

- 2.19.1 To assist in the process of evaluation of Proposals, DoT 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.

## **2.20 Terms and Conditions**

- 2.20.1 The security personnel of the security agency/company must be fully equipped with proper uniform including winter and rainy seasons kiting lathis, whistle torch etc.
- 2.20.2 The agency/company will have to abide by all the provisions of Law applicable to its establishment during the period of its engagement and shall be responsible and accountable for breach or violation of any of the provisions of any Act, Rules, Registration, Notification, Circulars issued from time to time by Govt. The agency/company shall provide an undertaking to this prior to the commencement of the job and indemnify Directorate of Tourism, Ranchi against any breach of statutes/laws etc.
- 2.20.3 The rates will be from for a period of 12 months from the date of commencement of the contract. However, in the event of revision of minimum wages by the appropriate

Government, the minimum wages so revised will become payable from the date it is revised during operation of the contract.

- 2.20.4 The security agency/company will ensure effectively that its staff will not be any time divulge/make known any trust information or other matter relating to the affairs of Directorate of Tourism.
- 2.20.5 The security agency/company will ensure that all its personnel are physically fit and mentally alert. Minimum age of security / cleaning personnel should be eighteen years only.
- 2.20.6 The security agency/company will ensure that all its personnel are properly trained to carry out their duties.
- 2.20.7 All personnel to be deployed by the selected bidder only after police verification which will be done by the bidder at its cost. All security personnel and other resources of the agency/company must carry a proper photo identity card and nameplate.
- 2.20.8 In case of negligence, dereliction of duty, disorderly behavior, other misconduct by security personnel of the agency/company, the agency/company will take proper disciplinary action against such personnel.
- 2.20.9 The agency/company will raise monthly bills at the beginning of each month for the duties performed during the month immediately preceding.
- 2.20.10 The agency/company will ensure timely payment of wages to its personnel but in all cases within a week of the payment received from Directorate of Tourism.
- 2.20.11 The agency/company will provide additional manpower in any number within a reasonable time but not exceeding one month if so required on the written requisition of Directorate of Tourism, Ranchi at the approved rates and terms and conditions.
- 2.20.12 The security agency/company will execute the jobs undertaken by it directly and with its own resources and will not give out any part of assignment on sub-contract.
- 2.20.13 Directorate of Tourism, Ranchi is not bound to accept the lowest or any tender or to assign any reason thereof, Directorate of Tourism, Ranchi reserves the right to accept or reject any tender without assigning any reason whatsoever and the decision of Directorate of Tourism, Ranchi in awarding the work shall be final and cannot be subject to arbitration.
- 2.20.14 Directorate of Tourism, Ranchi has the right to increase or decrease the manpower of any site or to add or delete any site of deployment after giving one month in writing.

## **2.21 Penalty Clause**

- 2.21.1 Any delay from the stipulated schedule and any default, as stated herein would invite a penalty of Rs. 1000/- per day in respect of each of the items of work as enumerated in the Scope of Work indicated above.
- 2.21.2 After issue of the contract, the Performance Guarantee will be forfeited in case of undue delay in performance by the agency.
- 2.21.3 Penalty shall be imposed for the following instances:
- i. deployment of any unskilled manpower,
  - ii. Any theft or damage done to the property.
  - iii. Lack of maintenance / cleanliness, if noticed at any location.
  - iv. Ill-maintained garden
  - v. Any manpower deployed without police verification.
  - vi. Any manpower found intoxicated, misbehaving with department official or any tourists.
  - vii. official or any tourists.
  - viii. If the property or any part is found locked or if any tourist is stopped from using the tourist facility.
- 2.21.4 Amount of penalty for each of the above shall be decided by The Director, Directorate of Tourism, Government of Jharkhand, Ranchi, whose decision shall be final and binding on the service provider.

## **2.22 Debar and blacklist Clause**

- 2.22.1 DoT may debar and blacklist the agency if work not done as per scope of work.

## **3. SECTION 3: EVALUATION OF PROPOSALS**

### **3.1 Opening and Evaluation of Proposal**

- 3.1.1 DoT shall open the Proposals on the date specified in **Clause 1.3**, in the presence of the Bidders who choose to attend.
- 3.1.2 DoT will examine and evaluate the Proposals in accordance with the provisions set out in this **Section 3**.
- 3.1.3 To facilitate evaluation of Proposals, DoT may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.
- 3.1.4 Any information contained in the Proposal shall not in any way be construed as binding on DoT, 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.



### 3.2 Tests of Responsiveness

3.2.1 Prior to evaluation of Proposals, DoT 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 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 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 DoT without communication with the Bidder). DoT 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.

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

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

### 3.3 Evaluation of Experience of the Bidder

3.3.1 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.

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

3.3.3 All the Applicants whose Applications are found to be responsive as per **Clause 3.2.1** and have fulfilled the Conditions of Eligibility specified in Section 2 shall be ranked on the basis of the marks obtained in accordance with the parameters set out in the table below:

SI No	Parameter	Evaluation Criteria	Maximum Marks
1.	The bidder should have minimum 5 years of experience in Security Services and Manpower for Guarding, Cleaning, Gardening, Minor Repairing Services at Various Locations for Jharkhand Tourism or	<ul style="list-style-type: none"> <li>▪ Less than 5 years of experience = 0 marks</li> <li>▪ 5 years of experience = 10 marks</li> <li>▪ More than 5 years of</li> </ul>	<b>20 marks</b>

SI No	Parameter	Evaluation Criteria	Maximum Marks
	similar experience from any Central Government/Government of Jharkhand or any other organization.	experience = 2 marks for each 1 additional years of experience subject to the maximum of 10 marks	
2.	The Bidder must have achieved an average Annual Turnover of Rs. <b>50 Crore (Fifty Crore)</b> during the preceding 3 (three) years. To calculate the average turnover, the total turnover achieved by the Bidder during last 3 years shall be divided by 3. (i.e. 2014-15, 2015-16 and 2016-17).	<ul style="list-style-type: none"> <li>▪ Rs. 50 Crores = 10 marks.</li> <li>▪ More than Rs. 50 Crores = 2.5 marks for each additional Rs. 5 Lakhs subject to the maximum of 10 marks</li> </ul>	<b>20 marks</b>
3.	The agency/company must be operating at least in <b>three states of India</b> . The agency must attach the detail addresses of their office with state and address of Principal Officer of the office with Telephone & Fax No. etc	<ul style="list-style-type: none"> <li>▪ Operating in 3 State = 7 marks.</li> <li>▪ More than 3 state = 1 marks for each additional 1 state subject to the maximum of 3 marks</li> </ul>	<b>10 marks</b>
4.	The agency/company must have at least <b>two (02) running contracts</b> , at present, which must not be less than <b>Rs. 80 lakhs each per annum</b> and from any public sector undertaking /Govt. Department/Govt. Corporation and other Govt. Institution. The copies of agreement or work order must be attached as documentary evidence.	<ul style="list-style-type: none"> <li>▪ 2 Project = 10 marks.</li> <li>▪ More than 2 Project = 2 marks for each additional 1 project subject to the maximum of 10 marks</li> </ul>	<b>20 marks</b>
5.	The agency/company must have provided security service to at least <b>two</b> public sector undertaking /Govt. Department/Govt. Corporation and other Govt. Institution.	<ul style="list-style-type: none"> <li>▪ 2 Project = 5 marks.</li> <li>▪ More than 2 Project = 2.5 marks for each additional 1 project subject to the maximum of 5 marks</li> </ul>	<b>10 marks</b>
6.	The security agency/company must be registered under provident fund act, ESI Act & Copy of registration papers along with code number allotted to the agency/company may be provided.	Copy of supporting document to be furnished	<b>10 marks</b>
7.	The agency should have valid PSARA Certificate (Submit Documentary proof).	Copy of supporting document to be furnished	<b>10 marks</b>
		<b>Total</b>	<b>100 marks</b>

3.3.4 The Bidder whose scores a minimum 70 marks out of 100 marks as per **clause 3.3.3** shall be qualified (the “Qualified Bidders”) for opening of Financial Bids.

3.3.5 The qualified bidders would be eligible for participation in the next stage for the Services.

### **3.4 Evaluation of Financial Proposals**

3.4.1 The Financial Proposals of only the Qualified Bidders 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.

3.4.2 For financial evaluation, the total Service Fee/charge offered to DoT will be indicated in the Financial Proposal.

3.4.3 DoT will determine whether the Financial Proposals are complete, uncompleted 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 "Service Fee or Service Charge" shall be that of the Agency.

### **3.5 Selection of Bidder**

3.5.1 The Bidder scoring the lowest "Service Fee or Service Charge" shall be declared as Selected Agency.

3.5.2 In the event that the L1 Bidder withdraws its Bids or is not selected for any reason in the first instance, DoT may invite the second ranked Bidder for negotiations.

3.5.3 The Bidder quoting the lowest "Service Fee or Service Charge" (L1) shall be the Selected Agency.

### **3.6 Letter of Award (LOA) / Work Order**

3.6.1 After selection, a Letter of Award (the "LOA") / Work Order shall be issued, in duplicate, by DoT 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, DoT 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.

### **3.7 Contacts during Proposal Evaluation**

Proposals shall be deemed to be under consideration immediately after they are opened and until such time DoT 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 DoT 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 DoT shall be sufficient reason to disqualify the Bidder.

### **3.8 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, DoT 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. DoT, 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. Scope of work for selected agency :-**

The Scope of work for the Selected Agency shall be, but not limited to, the following:

1. The scope of work shall be to provide security to various tourist destinations and maintain the beauty of the tourist spots. The successful bidders will have to carry out security and cleaning activities.
2. Total requirement of security/cleaning personnel may increase or decrease as per need of the Corporation.
3. The Security personnel of the agency/company have to fulfill the following responsibilities:

**For Security Personnel as per specified shift duty –**

- a. Exercising strict vigilance for protecting the property and assets from damage, loss, destruction and theft.
- b. Ensuring proper flow of visitors and preventing unauthorized entry.
- c. Ensuring and recording essential details of incoming and outgoing goods separately.
4. The cleaning services of the agency/company have to fulfill the following responsibilities:

**For Cleaning services as per specified shift Duty**

- a. To keep the specified clean
- b. Maintain the specified Garden space.
- c. To do minor repairs where required.
5. All manpower shall be deployed after police verification and after providing adequate training. Uniform and identity cards shall be provided to all manpower deployed

## FORMATS FOR SUBMISSION OF PROPOSAL

### 3.9 Appendix – I – Letter of Proposal

*(On the letterhead of the Bidder)*

Dated:

To  
The Director  
Directorate of Tourism  
Government of Jharkhand  
MDI Building, 2nd Floor, HEC Campus,  
Dhurwa, Ranchi, Jharkhand

Dear Sir,

**Sub: Proposal for “Selection of an Agency for Security Services and Manpower for Guarding, Cleaning, Gardening, Minor Repairing Services at Various Locations for Jharkhand Tourism”**

- 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 DoT any additional information it may find necessary or require to supplement or authenticate the Bid.
- 4 I/We acknowledge the right of DoT 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 DoT 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.10,00,000/- (Rupees Ten Lacs Only) to DoT 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

### 3.10 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. (i.e. 2014-15, 2015-16 and 2016-17).
- c. Copy of the Bidder's duly audited financial Statement for the preceding 3 (three) Financial Years (i.e. 2014-15, 2015-16 and 2016-17).



**3.11 Appendix – III – Financial Capacity**

Sl. No.	Financial Years	Annual Turnover (Rs.)
1	2014-15	
2	2015-16	
3	2016-17	
	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.)

**3.12 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 (2016-17, 2015-16 & 2014-15).	

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

**3.13 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 Security Services and Manpower for Guarding, Cleaning, Gardening, Minor Repairing Services at Various Locations for Jharkhand Tourism**”, 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

**3.14 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 Security Services and Manpower for Guarding, Cleaning, Gardening, Minor Repairing Services at Various Locations for Jharkhand Tourism”**, proposed by the DoT, Government of Jharkhand (the “DoT”) 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 DoT, representing us in all matters before DoT, signing and execution of all contracts and undertakings consequent to acceptance of our Proposal, and generally dealing DoT 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.*

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

Date:

To

The Director

Directorate of Tourism

Government of Jharkhand

MDI Building, 2nd Floor, HEC Campus,

Dhurwa, Ranchi, Jharkhand

Dear Sir,

**Sub: Proposal for “Selection of an Agency for Security Services and Manpower for Guarding, Cleaning, Gardening, Minor Repairing Services at Various Locations for Jharkhand Tourism”**

1. We are pleased to quote our Service Charge of \_\_\_\_\_% \*(In Percentage) (The “Service Fee or Service Charge”) for undertaking the above mentioned Assignment and inclusive of all costs associated with providing the services specified in Annexure - I of the RFP Document. The Service Charge is exclusive of GST and all other applicable taxes.

**Service Fee Breakup**

Sl. No	Manpower Category	Yearly Service Fee * (In Percentage)(Per Person)
1.	Trained Security Guard	
2.	Supervisor	
3.	Cleaning staff / Gardner	
	Yearly Service Charge*(In Percentage)	

\*Yearly total charge will be the service charge for financial evaluation.

2. I/ We confirm and agree that we have reviewed all the terms and conditions of the Request for Bid 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.

Sincerely,

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person