



DIRECTORATE OF TOURISM
(GOVERNMENT OF JHARKHAND)

EXPRESSION OF INTEREST (EOI)
FOR
EMPANELMENT OF AGENCY FOR PHOTOGRAPHY SERVICES TO
UNDERTAKE PHOTO SHOOTS OF JHARKHAND TOURISM

Dated : 08/02/2019
Ref. No- Tou/ Dir/Pub./04/2019-255

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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 empanel agencies/bidders/applicants who would assist DoT in Photography Services to Undertake Photo Shoots of Jharkhand Tourism for an initial period of **2 (two) years** (the “Service”), and same may be extended on yearly basis on the same or mutually agreed terms & conditions subjected to satisfactory performance.
- 1.1.3 EOI document is available at the Department of Tourism website i.e. www.jharkhandtourism.gov.in. Interested parties may download the EOI documents from the website and submit their Proposals.
- 1.1.4 Hereby, DoT invites for empanelment of the eligible agencies fulfilling the eligibility criteria as specified in this Empanelment document.
- 1.1.5 The Empanelment document shall be the basis for drawing up a list of Empanelled Agencies based on the evaluation of Applicants’ experience, credential etc. in terms of this Document.
- 1.1.6 **Earnest Money Deposit (EMD)** amounting to **Rs.20,000/- (Rupees Twenty Thousand only)** in the form of a Demand Draft in favour of **“The Director, Directorate of Tourism, Government of Jharkhand”** of any Nationalized / scheduled bank, payable at **“Ranchi”** along with bid documents.
- 1.1.7 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. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. The Tentative scope of services shall be as stated in **Annexure-1**.
- 1.1.8 The statements and explanations contained in this EOI are intended to provide a proper understanding to the applicants about the subject matter of this EOI 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 EOI DoT’s rights to amend, alter, change,

supplement or clarify the scope of work, the Right to be awarded pursuant to this EOI or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Documents including this EOI 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.

- 1.1.9 DoT 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 "**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 Empanelment Process

DoT will select agencies for empanelment based on criteria specified in the EOI document. DoT invites eligible applicants to submit their Proposals in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at Directorate of Tourism (DoT) office upto **26/02/2019 14:00** hrs in accordance with the terms of this EOI 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 Empanelment Stage, applicants are invited to carry out, at their cost, such studies as may be required for submitting their respective application for empanelment.
- 1.2.2 The Empanelment 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 Empanelment Process.

1.3 Schedule of Empanelment Process

DoT shall endeavour to adhere to the following schedule:

Pre-proposal Queries Submission	14/02/2019 by 17:00 Hours
Pre-proposal Conference	15/02/2019 by 15:30 Hours at Directorate of Tourism Office
Last date for submission of	26/02/2019 14:00 Hrs

Applications (the “ Application Due Date ”)	
Date, Place and time of opening of Application	26/02/2019 15:00 Hrs at Directorate of Tourism Government of Jharkhand MDI Building, 2nd Floor, HEC Campus, Dhurwa, Ranchi, Jharkhand
Validity of Applications	180 days from the Application Due Date
Tender/Bid Document Fee	Rs. 2,240/- (Two Thousand Two Hundred Forty only) 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, Jharkhand ” payable at “ Ranchi ” along with application (Not Refundable)
Earnest Money Deposit	Rs.20,000/- (Rupees Twenty Thousand only)

2. SECTION 2:- INSTRUCTIONS TO APPLICANTS

2.1 Eligible Applicants

2.1.1 In order to participate in the Empanelment Process, the Applicant’s should be a single business entity (the “**Applicant**”). The term Applicant used herein would apply to a Single Business Entity.

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

Note:

1. No Consortium or Joint Venture is allowed to participate in the Empanelment Process
2. If the Applicant is:
 - i. A company should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
 - ii. A sole proprietorship firm, and a Limited Liability Partnership firm should furnish copy of the registration certificate, GST/PAN and IT returns for the last three financial years preceding the Application 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 Application 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 applicant is required to fulfill the criteria specified below. Any applicant who does not meet the criteria set out below shall be disqualified.
- a) The Bidder must have achieved an **Average Annual Turnover of Rs.2,00,000/- (Two Lakhs Only)** during the preceding 3 (three) years (i.e FY 2015-16, 2016-17 and 2017-18). To calculate the average turnover, the total turnover achieved by the Bidder during last 3 years shall be divided by 3. Provide Audited annual financial statements for the financial year (i.e FY 2015-16, 2016-17 and 2017-18).
- b) The Applicant should demonstrate having experience in photography/videographer of at **least 2 (two) similar work/services in India for any government department/PSU/ any government organizations in the last 3 (three) Financial years** preceding the Application Due Date (i.e. 2015-16, 2016-17 and 2017-18) (the “Qualification Criteria”). Any Applicant who does not meet the Qualification Criteria shall be disqualified.
- c) The Applicant must be registered in India. (supporting documents must be furnished) Should have **GST/ PAN** Registration.
- d) Firms shall be single entity. Consortium/Joint Venture are not allowed to participate in the Empanelment process.
- 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 Application Due Date, shall not be eligible to submit a Proposal/ Applications. Format enclosed as **Appendix – V** for submission with this Application.
- 2.1.4 The Applicant should submit a Power of Attorney as per the format enclosed as **Appendix-VI**, authorising the signatory of the proposal to commit the Applicant. The Proposal/ Application 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 Applications

Each Applicant shall submit only one (1) Application, in response to this EOI. Any Applicant who submits or participates in more than one Application shall be disqualified.

2.3 Cost of Applications

The Applicant shall be responsible for all costs associated with the preparation of its Applications and its participation in the Empanelment Process. DoT will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Empanelment Process.

2.4 Right to Accept any Application and to Reject any or all Applications

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

2.5 Conflict of Interest

- 2.5.1 An applicant shall not have a conflict of interest that may affect the Empanelment Process or the Services (the “**Conflict of Interest**”). Any applicant 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 applicant’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, an applicant shall be deemed to have a Conflict of Interest affecting the Empanelment Process, if:
 - a) a constituent of such applicant is also a constituent of another applicant; or

- b) such applicant has the same legal representative for purposes of this Proposal as any other applicant; or
- c) such applicant has a relationship with another applicant, 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 applicant.

2.6 Clarifications

- 2.6.1 Applicants requiring any clarification on the EOI may notify DoT in writing and e-mail to the address before pre-bid. The subject line for communication must clearly bear the following:

Queries/Request for Additional Information: **“EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF AGENCY FOR PHOTOGRAPHY SERVICES TO UNDERTAKE PHOTO SHOTS OF 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 EOI 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 EOI

- 2.7.1 At any time prior to the Application Due Date, DoT may, for any reason, whether at its own initiative or in response to clarifications requested by applicant, 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 applicants.
- 2.7.2 In order to afford applicants reasonable time to take the Addendum into account, or for any other reason, DoT may, at its discretion, extend the Application Due Date.

3. SECTION 3: PREPARATION AND SUBMISSION OF PROPOSAL/ APPLICATION

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 applicant 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 Applications

3.2.1 The Application shall be valid for a period not less than 180 (One Eighty and Twenty) days from the Application Due Date ("**Application Validity Period**"). DoT reserves the right to reject any Proposal that does not meet this requirement.

3.2.2 Prior to expiry of the Application Validity Period, DoT may request the applicants to extend the period of validity for a specified additional period.

3.3 Earnest Money Deposit

3.3.1 The applicants shall furnish an Earnest Money Deposit of **Rs.20,000/- (Rupees Twenty Thousand only)** (the "Earnest Money Deposit" or "EMD") in the form of a Demand Draft issued by a Nationalized Bank or a Scheduled Bank in India, drawn in favour of "**The Director, Directorate of Tourism, Jharkhand**" payable at "**Ranchi**" along with application. DoT shall not be liable to pay any interest on the EMD so made and the same shall be interest free.

3.3.2 The EMD amount shall remain valid for a period of 90 (ninety) days from the Application 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. The performance security shall remain valid till the period of empanelment with DoT.

3.3.3 The EMD shall be returned to the unsuccessful Applicants within a period of 90 (Ninety) days from the date of successful empanelment of the Agencies. The EMD submitted by the Empanelled Agencies shall be retained as **Performance Security**. As per instruction of DoT, the selected agencies shall be required to extend the validity of the demand draft.

3.3.4 The EMD shall be forfeited, if the Applicant:

- 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 Applicants Responsibility

3.4.1 It shall be deemed that prior to the submission of Application, the applicant 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 DoT ; and
- c) made a complete and careful examination of the various aspects of the Assignment.

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

3.5 Format and Signing of Application

3.5.1 Applicants would provide all the information as per this EOI in the specified format(s). DoT would evaluate only those Applications that are received in the required format and complete in all respects. Incomplete and/or conditional Applications shall be liable to rejection.

3.5.2 All the documents of the Applications under this EOI shall be typed or written in indelible ink and signed by the authorized signatory of the applicant who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Proposal. The person signing the Application shall initial all the alterations, omissions, additions, or any other amendments made to the Application. The Application must be properly signed by the Authorized Signatory as detailed below:

- (a) by a duly authorized person holding the Power of Attorney, in case of a Company; or
- (b) by the proprietor or a duly authorized person holding the Power of Attorney, in case of a sole proprietary firm.

3.6 Submission of Applications

3.6.1 The Agency shall be required to submit a sealed envelopes super scribed as “**EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF AGENCY FOR PHOTOGRAPHY SERVICES TO UNDERTAKE PHOTO SHOTS OF JHARKHAND TOURISM**”.

3.6.2 Applicant should be submitted in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at Directorate of Tourism office. The documents accompanying the Application(s) submission shall include:

A. Application consisting of the following:

- a. Letter of Proposal in the prescribed format at **Appendix - I**;
- b. Details of Applicant / agency in the prescribed format at **Appendix – II**;
- c. Financial Capacity in the prescribed format at **Appendix – III**;
- d. Experience of the agency in the prescribed format at **Appendix – IV**.

- e. Self-declaration in the prescribed format at **Appendix – V** for not being blacklisted
- f. Power of Attorney for signing of Proposal in the prescribed format at **Appendix – VI**;
 - In case of a company, copy of the Certificate of Incorporation, Copy of Memorandum and Articles of Association of the agency.
 - In case of a sole proprietorship firm or a Limited Liability Partnership firm, it should furnish copy of either the registration certificate, GST or IT returns for the last three financial years preceding the Application Due Date as a proof of identity.
 - 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.
 - Copy of the Applicants's duly audited annual reports for the **preceding 3 (three) Financial Years (Along with CA Certificate)**.

3.6.3 Applicants may note that DoT will not entertain any deviations to the EOI at the time of submission of the application or thereafter. The application to be submitted by the applicant should have to be unconditional and unqualified and the applicant would be deemed to have accepted the terms and conditions of the EOI. Any conditional Application shall be regarded as non-responsive and would be liable for rejection.

3.6.4 DoT reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the empanelment Documents.

3.7 Applications Due Date

3.7.1 Applicant should be submitted in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at Directorate of Tourism office upto **26/02/2019 15:00 hrs** on the Application Due Date as indicated, in the manner and form as detailed in this EOI Document. Applications submitted by either facsimile transmission or telex or e-mail will not be accepted.

3.7.2 DoT, at its sole discretion, may extend the Application Due Date by issuing an Addendum in accordance with the provisions of this EOI.

3.8 Late Applications

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 Applications

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

3.10 Confidentiality

- 3.10.1 Information relating to the examination, clarification, evaluation and recommendation for the applicants 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 Empanelment 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.

3.11 Clarifications

- 3.11.1 To assist in the process of evaluation of Applications, DoT may, at its sole discretion, ask any applicant for clarification on its Proposal or substantiation of any of the submissions made by the applicant. 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 Application would be permitted by way of such clarification / substantiation.

4. SECTION 4: EVALUATION OF APPLICATIONS

4.1 Opening and Evaluation of Applications

- 4.1.1 DoT shall open the Proposals on the date specified in **Clause 1.3**, in the presence of the applicants who choose to attend.
- 4.1.2 DoT will examine and evaluate the Proposals in accordance with the provisions set out in this **Section 4**.
- 4.1.3 To facilitate evaluation of Proposals, DoT may, at its sole discretion, seek clarifications in writing from any applicant regarding its Proposal.
- 4.1.4 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

Applicant if the Services are subsequently awarded to it under the Empanelment Process on the basis of such information.

4.2 Tests of Responsiveness

4.2.1 Prior to evaluation of applications, DoT 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 Application Due Date including any extension thereof pursuant to **clause 2.7**;
- ii. is received through hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery as stipulated in **Clause 3.6**.
- iii. it is accompanied with the EMD amount as set out in **Clause 3.3**;
- iv. it contains the information and documents as requested in the 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 DoT without communication with the applicant). 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.

4.2.2 DoT reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by DoT 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 Applications

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

4.3.2 This assessment will be done by the Tender / Selection/ Empanelment Committee of DoT.

4.3.3 All the Applicants whose Applications are found to be responsive as per **Clause 4.2.1** and have fulfilled the Conditions of Eligibility specified in Section 3.

4.3.4 Applicant who fulfills the eligibility criteria shall be qualified for Empanelment. The Empanelled Agencies would be eligible for participation in the next stage comprising RFP / Bid process.

5. SECTION – 5 : OTHER TERMS AND CONDITIONS

5.1 Terms of Empanelment

- 5.1.1 The empanelment shall be valid initially for a period of **2 (two) years**. DoT reserves the right to extend the same on yearly basis subject to satisfactory performance.
- 5.1.2 DoT will reject the Application of an Applicant, if it determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices.
- 5.1.3 DoT also reserves the right to empanel any other Agency or employ any Agency outside the list of Empanelled Agencies, if required after carrying out a competitive bid process.
- 5.1.4 DoT reserves the right to invite Bid / RFP from the empaneled agencies or from open market.
- 5.1.5 DoT reserves the right to drop any Applicant from the empanelled list without assigning any reason whatsoever. DoT also reserves the right to modify the terms and conditions of empanelment.
- 5.1.6 All decisions taken by DoT regarding empanelment shall be final and binding on all Empanelled Agencies.
- 5.1.7 Post Empanelment, the selection of an Agency to Photography Services be through bid process. The Technical Evaluation Committee will be the final authority for selection of an Agency among the Empanelled Agencies.
- 5.1.8 The Selected Agency and DoT shall subsequently sign a separate Contract for each Work. If the Selected Agency does not execute the Contract to the satisfaction of DoT, then DoT may invoke/ forfeit the Security / Performance Security.

5.2 Allocation of Work

- 5.2.1 DoT shall invite Tender/RFP from the empanelled agencies for each work with detailed terms and conditions. Agencies shall be selected through transparent bidding process. A separate work order will be issued to the Selected Agency for each assignment.
- 5.2.2 DoT may at its own discretion allocate work to more than one Agency at a time depending on the quantum, nature and criticality of work.
- 5.2.3 Mere empanelment with DoT does not guarantee allocation of work.

5.3 Fraud and Corrupt Practices

- 5.3.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Empanelment Process. Notwithstanding anything to the contrary contained in this EOI, DoT shall reject a Proposal/Application without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant 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 Empanelment Process. DoT, GoJ may also, in its sole discretion, debar the Applicant (including its Associates) in participating in any of the bidding/ tender processes in the state for any time period determined by it.

5.4 Termination

- 5.4.1 Without prejudice to any other right or remedy it may have, either party may terminate the empanelment at any time by giving one month advance notice in writing to the other party.
- 5.4.2 DoT reserves the right to withdraw/ terminate empanelment in any of following circumstances:
- (a) Applicant becomes insolvent, bankrupt, resolution is passed for winding up of the Applicant's organization
 - (b) Information provided to DoT is found to be incorrect;
 - (c) Empanelment conditions are not met within the specified time period;
 - (d) Misleading claims about the empanelment status are made;
 - (e) if the Selected Agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:
 - i. "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of DoT or any personnel in agreement executions.

- ii. **"Fraudulent practice"** means a misrepresentation of facts, in order to influence a procurement process or the execution of a Contract, to DoT, and includes collusive practice among applicants designed to establish proposal prices at artificially high or non-competitive levels and to deprive DoT of the benefits of free and open competition.
- iii. **"Unfair trade practices"** means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- iv. **"Coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of Contract.
- v. **"Collusive practices"** means a scheme or arrangement between two or more applicants with or without the knowledge of the DoT, designed to establish prices at artificial, non-competitive levels;

5.5 Indemnification

- 5.5.1 The Selected Agency will indemnify DoT against any misuse of brand name, logo and promotional activities. For any misuse of brand name, logo and promotional activities, the Selected Agency themselves will be held responsible. DoT will take necessary legal actions for such cases.
- 5.5.2 DoT will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name by the Selected Agency.

5.6 Applicable Laws and Jurisdiction

- 5.6.1 Applicable Law would mean the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- 5.6.2 All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Ranchi only.

ANNEXURE-1:- Scope of Work

A. Scope of work for selected agency :-

1. The detailed scope of work for each work shall be furnished in next stage of bid process (i.e. in RFP Stage).
2. Agency/Photographers shall be required to take high quality, scenic and aesthetically beautiful photographs of various destinations, locations, wildlife, heritage monuments, events, hotels/resorts, culture etc. in Jharkhand.
3. The agency shall have the capability of post production, Image editing etc. (Proof to be attached).
4. Agency/Photographers may undertake night time shoots as well for selected locations. All points/decision will be finalized with the consultation of DoT.
5. Required Photo Output
 - a. High resolution photo with editing and color correction
 - b. Resolution (6720 pixel x 4480 pixel)
 - c. Preferred mark IV 5D or similar
6. Equipment checklist
 - a. Full frame cameras with high image quality. (Type of camera availability - Proof to be attached).
 - b. Extensive range of lenses from 8mm to 300mm (minimum).
 - c. Lights & others (as per requirement, to be carried by the photographer)
 - d. Drones may be used, where required.
 - e. Post production (color correction, etc.)
 - f. In case of event, delivery should be done in electronic format within the next 24-48 hours after they were taken, depending on the event and the urgency of delivery. Photos for distribution on social media will occasionally be needed, and as such, these will need to be delivered immediately, usually during the event, or at most one hour after the event.
7. Detailed terms & conditions, scope of work, payment structure shall be intimated in RFP Stage. Agency will provide photo shoots for DoT as per the given numbers in RFP Stage.
8. DoT reserve the right to cancel/refuse the empanelment of any agency at any time on grounds of unsatisfactory services and conduct without assigning any reason.

6. SECTION 6:- FORMATS FOR SUBMISSION OF PROPOSAL

6.1 Appendix – I – Letter of Proposal (On the letterhead of the Applicant)

Dated:

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

Dear Sir,

Sub: Proposal for “EOI FOR EMPANELMENT OF AGENCY FOR PHOTOGRAPHY SERVICES FOR UNDERTAKE PHOTO SHOTS FOR JHARKHAND TOURISM”

- 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 empanelment for the said 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 Empanelment Process at any time and that you are neither bound to accept any Application / Proposal that you may receive, without incurring any liability to the Applicants.
- 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 empanelment process, or in connection with the empanelment Process itself, in respect of the above mentioned activities and the terms and implementation thereof.
- 7 I/We offer a EMD of Rs.20,000/- (Rupees Twenty Thousand only) to DoT 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 application valid for 180 (One Hundred and Eighty) days from the Application 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 Empanelment Process. No third person, consultant, agency shall represent the company in all matters pertaining to the Empanelment 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.

Yours faithfully,
(Signature of the Authorised signatory)

Date: _____

Place: _____
(Name and designation of the of the Authorised signatory)
Name and seal of Applicant

6.2 Appendix – II- Details of Applicant

(On the letterhead of the Applicant)

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 Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

Note:

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

6.3 Appendix – III – Financial Capacity

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

Certificate from the statutory Auditor

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

Date:

(Signature, name and designation of the authorized signatory)

Name and seal of the audit firm

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

6.4 Appendix – IV – Experience of the Applicant

(On the letterhead of the Applicant)

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

Name of the Applicant

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

6.5 Appendix –V- Self Declaration

(Should not have been black listed)

(On the letterhead of the Applicant)

I / We agree that the decision of the Authority in relation to “**EOI FOR EMPANELMENT OF AGENCY FOR PHOTOGRAPHY SERVICES FOR UNDERTAKE PHOTO SHOTS 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 Applicant

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

6.6 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 “**EOI FOR EMPANELMENT OF AGENCY FOR PHOTOGRAPHY SERVICES FOR UNDERTAKE PHOTO SHOTS FOR JHARKHAND TOURISM**”, proposed by the Directorate of Tourism , 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 Applicant's 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 Applicant 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 Applicant.*