



(Department of Tourism, Government of Jharkhand)

REQUEST FOR PROPOSAL

For

SELECTION OF AN AGENCY FOR FURNISHING, OPERATIONS,
MAINTENANCE & MARKETING OF HOTEL NEW PRABHAT VIHAR AT
NETARHAT, LATEHAR
FROM OCTOBER 2018 TO FEBRUARY 2019

RFP No:863/2018

Dated : 26/09/2018



Jharkhand Tourism Development Corporation Limited

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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 Netarhat is situated in new created district Latehar from Palamu. It can be said that this place is the coolest in the whole of Jharkhand State. Netarhat is the highest point on the plateau of Chotanagpur.
- 1.1.3 Netarhat is a place of peculiar charm which has a laid its spell on many casual visitors. The stillness of the jungle and the cool and refreshing air brings relief from the dust and heat of the plains. It is in the extreme of the district, the highest point of which is around 3,800 feet above the sea level.
- 1.1.4 With an endeavor for promotion of tourism and culture of Jharkhand State, Jharkhand Tourism Development Corporation Limited (**JTDCL**) intends to issue this Request for Proposals (RFP) to select a reputed agency for RFP for Operations & Maintenance of Hotel New Prabhat Vihar, at Netarhat (Latehar Dist.), Jharkhand for a period of one (5) month i.e from October 2018 to February 2019. Period may be extended based on performance and mutually agreed between selected agency and JTDCL.
- 1.1.5 RFP document is available at the Department of Tourism/JTDCL website “www.jharkhandtourism.gov.in”. Interested parties may download the RFP documents from the website and submit their Proposals.
- 1.1.6 The scope of services to be provided by the Agency are general and the list is not exhaustive i.e. does not mention the entire incidental services required to be carried out. The services shall be provided all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. The scope of services shall be governed by the provisions of the RFP and work order. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects. The scope of services shall be as stated in **Annexure-1**.
- 1.1.7 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Agency set forth in RFP or JTDCL’s rights to amend, alter, change, supplement or clarify the scope of work, the Right to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be

noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by JTDCL.

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

1.2 Brief Description of Selection Process

JTDCL has adopted a single stage selection process (referred to as the "**Selection Process**") for identifying a suitable Agency. JTDCL invites eligible Bidders to submit their Proposals in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at JTDCL office upto **11/10/2018 14:00 hrs** in accordance with the terms of this RFP document.

Contact Information & Address for communication:-

The Managing Director

Jharkhand Tourism Development Corporation Limited
5, Mahatma Gandhi Marg, Ranchi,
Jharkhand – 834001

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

1.3 Schedule of Selection Process

JTDCL shall endeavour to adhere to the following schedule:

Pre-Bid Queries Submission	01/10/2018 by 17:00 Hours
Pre-Bid Conference	03/10/2018 by 15:00 Hours
Last date for submission of Proposals (the " Proposal Due Date ")	11/10/2018 14:00 Hrs
Date, Place and time of opening of Technical Proposal	11/10/2018 15:00 Hrs at Jharkhand Tourism Development Corporation Limited 5, Mahatma Gandhi Marg, Ranchi, Jharkhand – 834001

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/Bid Document Fee	Rs.11,200/- (Rupees Eleven Thousand Two Hundred Only) inclusive of GST (Not Refundable)
Earnest Money Deposit	Rs.50,000/- (Rupees Fifty Thousand Only)

- 1.3.1 Queries, if any, proposed to be raised at the pre-bid conference by the agency should be submitted to the JTDCCL in writing at least one (1) working days before the date of the pre-bid conference and a soft copy of the same shall be e-mailed to the jtdcltd@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 registered under the Proprietorship Act, 1908 or a partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008.

Note:

1. No Consortium or Joint Venture is allowed to participate in the Selection Process
 2. If the Bidder is:
 - i. A company should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
 - ii. A sole proprietorship firm, and a Limited Liability Partnership firm should furnish copy of the registration certificate, GST and IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
 - iii. A registered partnership firm, it should furnish a copy of the IT returns for the last three financial years preceding the Proposal Due Date copy of the registration certificate under the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity
- 2.1.2 A Bidder is required to fulfill the criteria specified below. Any Bidder who does not meet the criteria set out below shall be disqualified.

- a) The Bidder must have achieved an average Annual Turnover of **Rs.5,00,00,000/- (Rupees Five Crore Only)** 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 2016-17, 2015-16 & 2014-15**).
 - b) The bidder should have **3 years of experience** Furnishing, Operations, Maintenance & Marketing of property/facilities of any properties / similar temporary accommodation / Swiss cottage tented accommodation / similar kind of any accommodation in religious fair/ Tourist location/programme/exhibition/event etc.
 - c) The bidder should have experience in Furnishing, Operations, Maintenance & Marketing of **minimum 10 rooms** (property/facilities of any properties / similar temporary accommodation / Swiss cottage tented accommodation / similar kind of any accommodation in religious fair/ Tourist location/programme/exhibition/event etc) along with support facility in a single location / event in last 3 years.
 - d) The Bidder must be registered in India. (supporting documents must be furnished along with technical bid) Should have **GST and PAN Registration**.
 - e) Firms shall be single entity. Consortium/Joint Venture are not allowed to participate in the selection 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 Proposal Due Date, shall not be eligible to submit a Proposal.
- 2.1.4 A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project/provision of service or contract nor have had any contract terminated for breach by such Bidder.
- 2.1.5 The Bidder should submit a Power of Attorney as per the format enclosed as **Appendix-VI**, authorising the signatory of the proposal to commit the Bidder. The Proposals must be properly signed by the authorized representative (the “**Authorized Representative**”) as detailed below:
- (a) In case the sole proprietor himself is signing the Proposals, the Power of Attorney is not required to be submitted. However, if the Proposals are signed by any other person other than the sole proprietor or a duly authorized person,

the Power of Attorney is required to be submitted in the format at **Appendix-VI**

- (b) by a partner or a duly authorized person holding the Power of Attorney, in case of a limited liability partnership; or a partnership firm or
- (c) by a duly authorized person holding the Power of Attorney, in case of a Company.

2.2 Number of Proposals

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

2.3 Proposal Preparation Cost

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

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

2.4.1 JTDCL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals at any time, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons thereof.

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

f)

2.5 Conflict of Interest

2.5.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Services (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, JTDCL shall forfeit and appropriate the EMD as mutually agreed genuine pre-estimated compensation and damages payable to JTDCL for, inter alia, the time, cost and effort of JTDCL including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to JTDCL hereunder or otherwise.

2.5.2 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- a. a constituent of such Bidder is also a constituent of another Bidder; or

- b. such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; or
- c. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Proposal of either or each of the other Bidder.

2.6 Clarifications

- 2.6.1 Queries, if any, proposed to be raised at the pre-bid conference by the agency should be submitted to the JTDCL in writing at least one (1) working days before the date of the pre-bid conference and a soft copy of the same shall be e-mailed to the **jtcltd@gmail.com**. The subject line for communication must clearly bear the following:

Queries/Request for Additional Information: RFP for “**SELECTION OF AN AGENCY FOR FURNISHING, OPERATIONS, MAINTENANCE & MARKETING OF HOTEL NEW PRABHATH VIHAR AT NETARHAT, LATEHAR**”.

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

2.7 Amendments to RFP

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

2.8 Payment Schedule

- 2.8.1 Agency will quote **fee (Revenue Share) in Percentage (%) value and quoted Percentage (%) value** will be taken by JTDCL on revenue received from the bookings. Quoted fee in Percentage (%) value will be taken by the JTDCL and rest balance amount will be paid to agency on monthly basis.

2.8.2 The bidder shall offer fee to the JTDCL which will not be less than **Twenty Five Percent (25%) value** on revenue received from booking (Total) as per the terms and conditions of this RFP. Any Financial Proposal, lower than the minimum Fee of **Twenty Five Percent (25%) value** will be rejected by the Authority.

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.

g)

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

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

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.

h)

2.11 Earnest Money Deposit

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

2.11.2 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 JTDCL 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 JTDCL, 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:
furnishes any information or document which is misleading or untrue in any material respect; engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified.

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

2.12.2 JTDCL 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). JTDCL would evaluate only those Proposals that are received in the required format and complete in all respects. Incomplete and/or conditional Proposals shall be liable to rejection.

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 “**RFP for SELECTION OF AN AGENCY FOR FURNISHING, OPERATIONS, MAINTENANCE & MARKETING OF HOTEL NEW PRABHAT VIHAR AT NETARHAT, LATEHAR**”.

2.14.2 Bidder should be submitted in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at JTDC office upto **11/10/2018 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. 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).
- k. Tender/Bid Document Fee (in the form of a Demand Draft issued by a Nationalized Bank or a Scheduled Bank in India, drawn in favour of “ **The Managing Director, Jharkhand Tourism Development Corporation Limited**” payable at “**Ranchi**”) and EMD.

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 and any other applicable taxes from fee (in Percentage) as per scope of work required by the Agency for undertaking the Services. The Financial Proposal clearly indicating the total Fee 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 JTDCL will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders should have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

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

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 JTDCL office upto **11/10/2018 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 JTDCL, 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 JTDCL in relation to, or matters arising out of, or concerning the Selection Process. JTDCL will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. JTDCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or JTDCL.

2.19 Clarifications

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

3. SECTION 3: EVALUATION OF PROPOSALS

3.1 Opening and Evaluation of Proposal

- 3.1.1 JTDCL shall open the Proposals on the date specified in **Clause 1.3**, in the presence of the Bidders who choose to attend.
- 3.1.2 JTDCL 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, JTDCL 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 JTDCL, its agents, successors or assigns, but shall be binding against the Bidder if the Services are subsequently awarded to it under the Selection Process on the basis of such information.

3.2 Tests of Responsiveness

- 3.2.1 Prior to evaluation of Proposals, JTDCL will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
 - i. it is received by the Proposal Due Date including any extension thereof pursuant to **clause 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 JTDCL without communication with the Bidder). JTDCL reserves the right to determine whether the information has been provided in reasonable detail;
- vi. it does not contain any condition or qualification; and
- vii. it is not non-responsive in terms hereof.

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

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

3.3.3 Shortlisted applicants will be required to make the presentation to the Selection Committee.

3.3.4 **Presentation will be part of technical Proposal/bid and form a basis of technical qualification.** The decision of selection committee shall be final/binding for selection of applicants in technical qualification.

3.3.5 The applicant is required to present concept and overall plan to manage the event in the above presentation.

3.3.6 Financial bids of the technically qualified applicants would be opened.

3.4 Presentation

3.4.1 The pre-qualified applicants shall be required to give an audio visual presentation of 20 minutes at JTDCL, Ranchi on specified date as per RFP before the selection committee.

3.4.2 Hard copy along with a soft copy of presentation (PPT) has to be provided to the selection committee at the time of presentation. All costs incurred by the agency in respect of submission of offer and presentation shall be borne by the agency concerned.

3.5 Conceptual presentation for Technical qualification:

3.5.1 Shortlisted Agencies, after pre-qualification stage, shall be evaluated by presentation before the selection committee for following technical points. The full for technical/conceptual presentation shall be 100.

Technical Criteria for evaluation:

Sl. No.	Particular	Marks	Awarded Marks
1.	Understanding and clarity of the concept of the work exclusiveness of originality of proposal: how you plan to manage the work	20	
2.	Proposed theme of work	20	
3.	Previous experience in managing similar work/ related experience	30	
4.	Complete solution to the various aspects of the event. Designing, Lay out and performance	20	
5.	Assessment of requirement of various logistics (resource planning)	10	
	Total	100	

3.5.2 The creative criteria will be analyzed and judged by a selection committee. The committee will take into consideration the creative content of the presentation, the designs, concept of signage's, originality of ideas, and the proposal put forth by the applicant for making the event a grand success. The agency will have to submit soft copy of each item, wherever applicable. In case of non-submission of the soft copy of the creative by the applicant, the proportionate marks for that component will not be allotted.

3.5.3 The Technical proposal should contain the creative options which will be implemented by the agency and will be graded on a scale of 100 points. The Committee will view the presentation and award marks against above criteria. The agency will have to **score minimum 70 marks out of 100 to be eligible for opening of financial bids. The financial bids of all those bidders will be opened who score 70 and above marks out of 100.**

3.5.4 Applicant will be required to present concept and overall plan to manage the proposed event.

3.5.5 The financial bids of only those Proposals/Bids which have technically qualified in stage 2, shall be opened and evaluated.

3.6 Evaluation of Financial Proposals

- 3.6.1 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.
- 3.6.2 For financial evaluation, the total fee (In Percentage) offered to JTDCL will be indicated in the Financial Proposal.
- 3.6.3 JTDCL will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any services shall not entitle the selected Agency to be compensated and the liability to fulfill its obligations as per the scope of services mentioned in this RFP is within the total quoted Service Fee shall be that of the Agency.

3.7 Selection of Bidder

- 3.7.1 Each The Bidder quoting the **Highest (H1) booking / Fee Percentage (In Percentage)** shall be declared as Selected Agency.
- 3.7.2 In the event that the **H1** Bidder withdraws its Bids or is not selected for any reason in the first instance, JTDCL may invite the second ranked Bidder for negotiations.
- 3.7.3 The Bidder quoting the Highest Fee Percentage (In %) (H1) shall be the Selected Agency.**

3.8 Letter of Award (LOA) / Work Order

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

3.9 Contacts during Proposal Evaluation

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

by the Bidder causing extraneous pressure on JTDCL shall be sufficient reason to disqualify the Bidder.

3.10 Fraud and Corrupt Practices

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

3.11 Removal Clause

Selected agency will handover the peaceful possession of the Project Site as-is where-is condition to JTDCL. JTDCL may withdraw the work/services from the selected agency, before or after the completion of said work/service as per LOA/work order. Time period may be extended based on satisfactory performance of the agency with the consultation of JTDCL.

3.12 Termination

JTDCL shall have a right to terminate this LOA/Work Order by giving 15 days written notice of termination (“Termination Notice”) or after 15 days of expiry of work order period. Such termination shall be effective after the expiry of the date (15 days) of such notice (“Termination Date”). The agency shall remove all the materials, equipment, items provided in the hotel/property etc. on the expiry of work order period or on termination of at his own cost and handover peaceful possession of the property (Without damaging any property).

3.13 Damages and Losses

The agency will be responsible for all liabilities, losses, claims, damages, costs and expenses that may be incurred by or asserted against any such party / authority or any liability accrued by the agency for the assignment. Agency will be responsible for cost incurred during installation and removal of all materials/items used during LoA period.

3.14 Taxes and Duties

The agency shall be responsible for collection and payment of any taxes, levy, licences, duty etc, under the existing law or which may be liable as a result of introduction of any law. The agency shall meet all legal and financial obligations and shall pay all lawful taxes, assessments or charges which may be levied by the tax assessment levying agencies, including corporate tax or any other taxes or charges levied from time to time by any government authority.

The agency shall comply with the requirements of all the statutes, bye laws, rules and regulations in respect of its workmen and employees as may be applicable from time to time. The agency shall be responsible to comply the labour law and comply all such acts i.e. EPF, ESIC.

ANNEXURE-1:- Scope of Work

A. Scope of work for selected agency :-

1. The agency shall be responsible for Furnishing, Housekeeping, Catering, Operations, Maintenance & Marketing of Hotel New Prabhat Vihar at Netarhat, Latehar. Total available rooms are 20 including other basic infrastructure. All facilities should be as per 3 star category hotel and items will be as per standard quality.
 - a. 20 double size room with attached bath
 - b. Kitchen and Dining space
 - c. Hall
 - d. Reception
 - e. Restaurant
2. The agency shall execute the work with due respect to aesthetics, safety, theme considering to best of industry practice within given time.
3. The agency shall manage the facility including **furnishing, housekeeping like maintaining toilets, drinking water facilities, water supply for other works, electricity supply ,Area lighting cleanliness, garbage disposal, security, up keeping of the structures etc.**
4. Preparing of required documents & certificate to obtain from Government/ Jharkhand Tourism/ other approval agencies and overall coordination & follow up with agencies for getting approvals & certificates to be completed before starting the operations.
5. Agency should comply and obtain all statutory approvals. Licensed electrical contractor, clearances & License from labour department, Shops & Establishments, Entertainment License, Food & Drugs Licensed as required by Law etc if required.
6. Service by Agency shall also include managing tourist i.e. managing their check in & Check out/luggage pick-ups, and other in house facilities. Agency shall depute necessary skilled & trained manpower.
7. The agency shall have to bear the all expenditure regarding getting temporary connection for water supply & electricity, all deposits, usage charges and any other chargeable expenses for above services and any other arrangement.
8. The bidder shall arrange for DG set for 100% backup with all accessories, consumable, cabling, change over switches, panel board etc complete at his cost.
9. Fire safety and other safety measures must be followed by bidder as per prescribed rules & regulations.
10. Overall cleanliness shall be utmost important. Any other charges/ statutory tolls/levies/ dues not covered above shall also be payable by bidder.
11. The quality of design, workmanship and service shall be as per good industry practice.
12. Defective, cracked or torn materials shall not be used.

13. All rooms shall have good quality furniture, fixtures & fittings. The furniture, fixtures & fittings should as per good industry practice and conformity to ISI. (**Bed, Mattress, Pillow, Bed sheets, Towels, Chairs, Writing Desk, Note Pad with Pen, Chappal/sleeper pair, Bucket, Mug, Hanger, AC, cold water / warm water supply (Geyser), Fire extinguisher, WC & Bath, Flush cock / tank, wash basin, mirror, Tumbler, Towel Rod, Napkin Holder, Toilet paper roll with roll handler**). All required items should be change daily. All facilities should be as per 3 star category hotel and items will be as per standard quality. Removal of all materials without damaging any property after LOA period.
14. Fire precaution shall be taken care of,
15. All the furniture should be firm, comfortable, traditional and as per functional requirements.

B. Publicity & Revenue Generation:-

1. Revenue generation from the booking hotel facilities shall be the responsibility of JTDCL and selected agency. Selected Agency shall have to fix, demand, collect, appropriate room rent through JTDCL website after consultation with the JTDCL. JTDCL web-portal will be used for room booking at Netarhat with the consultation with JTDCL.
2. JTDCL/DoT of Tourism Jharkhand will advertise and do promotions of hotel on Tourism website and also by other method. Agency will also be responsible for advertise and promotions. For the above mention services JTDCL will charge fee based on quoted Percentage (%) value by agency.
3. Agency may visit the site (Netarhat) before submission and Site details will be provided by the JTDCL.

C. Other term & conditions:-

1. Agency is advised to depute a suitable team to visit the site to fully understand the job. The site visits shall be entirely at bidder's own expense.
2. The agency shall maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape.
3. It shall be the sole responsibility of the agency to adopt all the safety measures & deploy personnel who are adequately trained in safety.
 - a. If any accident occurs due to operations or due to negligence on the part of the Agency's personnel it shall be the full responsibility of the Agency.
 - b. The agency indemnifies and holds JTDCL harmless from and against all liabilities, losses, claims, damages, costs and expenses that may be incurred by or asserted against any such party / authority or any liability accrued by the agency for the assignment.

4. A reasonable proportion of the agencies superintending staff shall have a working knowledge of English and/or Hindi language.
5. The agency may start (During LoA Period) a bar/ liquor (sell, give, barter) facilities for the tourist in accordance with the statutes, ordinances and government regulations or orders for the time being in force, impart, sell, give, barter.
6. The agency shall not have, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.
7. The agency shall not sub-contract any part of his obligation to any third party without prior approval of the JTDCL.
8. The agency shall collect data related to room/hotel occupancy, tourist feedback related to services/facility, etc. The bidder shall handover such data to JTDCL as and when required by JTDCL for verification.
9. The bidder shall have to liaison, arrange for and bear the cost of arranging Fire Fighters, utilities, etc through concern authorities, utility providers, etc.
10. Where explicit specifications are not available the work may have to be executed as per the instruction of Managing Director/ representative of MD, JTDCL.
11. Agency shall take all necessary safety measures to work where required and also maintain first aid arrangements for emergency.
12. All revenues accruing from sale of accommodation and from other facility would accrue to agency. All the marketing efforts shall be done by the agency. The tariff for accommodation and other facility shall be finalised with consultation with JTDCL.
13. JTDCL would provide Marketing support and booking assistance to the bidder.
14. If the Agency fails to deliver required work as per agreed schedule or quality, the JTDCL can appoint other Agencies for the assignment.
15. All transportation charges including loading and unloading charges for Consumables, cleaning/Washing Reagents, Materials, Tools, Machinery/Plants and throwing of garbage outside of site premises to disposal yards / scrap yard shall be borne by the agency.
16. The garbage shall be collected in bags during cleaning and shall be disposed of by the contractor outside the site area in disposal yard / scrap yard /Location identified by agency and getting prior approval from competent authority / JTDCL official.
17. The Bio Degradable waste and Hazardous waste shall be collected and transported in separate bins / bags as per applicable law / Instruction from competent authority / JTDCL official.
18. The agency shall ensure proper safety and security of the assets, manpower and guests.

19. Documentation report and summary report of the stall along with the photographs should be compiled and submitted to JTDCL after the event is over.
20. Proper provisions for physically challenged persons needs to be incorporated while implementing the project.
21. The agency shall distribute the promotional/tourism material (of tourist places of Jharkhand State) to guests.

FORMATS FOR SUBMISSION OF PROPOSAL

3.15 Appendix – I – Letter of Proposal

(On the letterhead of the Bidder)

Dated:

To

The Managing Director

Jharkhand Tourism Development Corporation Limited

5, Mahatma Gandhi Marg, Ranchi,

Jharkhand – 834001

Dear Sir,

**Sub: Proposal for “SELECTION OF AN AGENCY FOR FURNISHING,
OPERATIONS, MAINTENANCE & MARKETING OF HOTEL NEW PRABHAT
VIHAR AT NETARHAT, LATEHAR”**

- 1 With reference to your RFP document dated____/____/_____, I/We, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Service. The Proposal is unconditional and unqualified.
- 2 All information provided in the Proposal and in the Appendices is true and correct.
- 3 I/We shall make available to JTDCL any additional information it may find necessary or require to supplement or authenticate the Bid.
- 4 I/We acknowledge the right of JTDCL to reject our Proposal without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
- 5 I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to bid for the Services, without incurring any liability to the Bidders.
- 6 I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by JTDCL in connection with the selection of the Bidder, or in connection with the Selection Process itself, in respect of the above mentioned activities and the terms and implementation thereof.
- 7 I/We offer a EMD of Rs.50,000/- (Rupees Fifty thousand Only) to JTDCL in accordance with the RFP Document.
- 8 I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the activities/ Right is not awarded to me/us or our Proposal is not opened.
- 9 I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Proposal Due Date specified in the RFP.
- 10 I/We agree and undertake that the authorised signatory in Appendix- VI shall represent the company in all matters pertaining to the Selection Process. No third person,

consultant, agency shall represent the company in all matters pertaining to the Selection Process.

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

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

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder

3.16 Appendix – II- Details of Bidder

(On the letterhead of the Bidder)

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

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

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

Note:

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

- a. In case of a company, copy of the Certificate of Incorporation, Copy of Memorandum and Articles of Association of the Bidder.
- b. In case of a sole proprietorship firm or a Limited Liability Partnership firm, it should furnish copy of the registration certificate, GST and IT returns for the last three financial years preceding the Proposal Due Date as a proof of identity.
- c. Copy of the Bidder's duly audited financial Statement for the preceding 3 (three) Financial Years (2016-17, 2015-16 & 2014-15).

3.17 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.)

3.18 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

3.19 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 FURNISHING, OPERATIONS, MAINTENANCE & MARKETING OF HOTEL NEW PRABHAT VIHAR AT NETARHAT, LATEHAR**”, 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

3.20 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 FURNISHING, OPERATIONS, MAINTENANCE & MARKETING OF HOTEL NEW PRABHAT VIHAR AT NETARHAT, LATEHAR”**, proposed by the JTDCL, Government of Jharkhand (the “JTDCL”) including but not limited to signing and submission of all applications, proposals, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to JTDCL, representing us in all matters before JTDCL, signing and execution of all contracts and undertakings consequent to acceptance of our Proposal, and generally dealing JTDCL in all matters in connection with or relating to or arising out of our Proposal and/or upon award thereof to us.

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

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

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

Witnesses:

- 1
- 2

Accepted _____
(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.*

3.21 Appendix- VII- Format for Financial Proposal

(On the Letter head of the Bidder)

Date:

To

The Managing Director

Jharkhand Tourism Development Corporation Limited

5, Mahatma Gandhi Marg, Ranchi,

Jharkhand – 834001

Dear Sir,

Sub: Proposal for “SELECTION OF AN AGENCY FOR FURNISHING, OPERATIONS, MAINTENANCE & MARKETING OF HOTEL NEW PRABHATH VIHAR AT NETARHAT, LATEHAR”

1. We are pleased to quote our Fee offered for “**FURNISHING, OPERATIONS, MAINTENANCE & MARKETING OF HOTEL NEW PRABHATH VIHAR AT NETARHAT, LATEHAR**” is _____% (_____Percent) (The “**Hotel Booking Fee/charges/Revenue**”) for the scope of work for the entire period for the above mentioned Assignment.
2. I/ We confirm and agree that we have reviewed all the terms and conditions of the Request for Proposal and conform that we would abide by all the terms and conditions. We hereby declare that there shall be no deviations from the stated terms in the RFP.
3. I/ we agree that my/our Financial Proposal shall remain valid for a period of 180 (One hundred and Eighty) days from the Proposal Due Date prescribed for submission of Proposal.
4. I/ we confirm that we have quote monthly fee in Percentage (%) value; and quoted Percentage (%) value will be taken by JTDCCL on revenue received from Booking.
5. I/ we confirm that our Financial Proposal is unconditional and that we accept all terms and conditions specified in the RFP.
6. I / we agree to be bound by this offer if we are the Selected Agency for the said Assignment.
7. We further certify that we shall follow the Scope of Services, without any deviations, enumerated in this RFP, if the Assignment is awarded to us.

Sincerely,

Name of the Bidder

.....
Signature of the Authorised Person

.....
Name of the Authorized Person