



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

**REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF AN AGENCY FOR SUPPLY OF MANPOWER (ADVENTURE
AND WATER SPORTS) ON CONTRACT BASIS FOR JTDC**

**Ref. No. :- 758/2019
Ranchi/Dated:- 15/07/2019**



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1. SECTION 1:- INTRODUCTION

1.1 Background

- 1.1.1 Jharkhand Tourism Development Corporation Limited, also referred to as the “**JTDCL**” or “**Authority**”, is a nodal agency under Department of Tourism, Government of Jharkhand (“DoT”) with a mandate to develop tourism infrastructure in the State of Jharkhand. JTDCL is operating various hotels and tourist complexes in the State of Jharkhand for providing residential accommodation to the tourists.
- 1.1.2 With an endeavor for promotion of tourism, Jharkhand Tourism Development Corporation Limited (JTDCL) intends to issue this Request for Proposals (RFP) to select a **reputed agency (for a period of three years) for Supply of Manpower on Contract Basis for JTDCL**. Period may be extended on yearly based on satisfactory performance and mutually agreed terms and conditions.
- 1.1.3 Jharkhand Tourism Development Corporation Limited, Government of Jharkhand (hereinafter referred as “Authority”) undertakes development and promotion of tourism related activities and infrastructure across the state of Jharkhand. JTDCL is looking for a reputed agency holding valid **labour license** under the provisions of Contract labour (Regulation & Abolition Act), 1970 and registered with **Tax authorities** for supply of manpower on purely contractual basis on fixed tenure basis at tourist locations.
- 1.1.4 RFP document is available at the Directorate of Tourism/DOT website i.e. www.jharkhandtourism.gov.in. Interested parties may download the RFP documents from the website and submit their Proposals.
- 1.1.5 **Earnest Money Deposit (EMD)** amounting to **Rs.50,000/- (Rupees Fifty Thousand only)** in the form of a Demand Draft in favour of “**Managing Director, Jharkhand Tourism Development Corporation Limited**”, of any Nationalized/Scheduled bank, payable at “**Ranchi**” along with bid documents valid for a period of 90 (ninty) days.
- 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 two stage selection process (referred to as the "**Selection Process**") for identifying a suitable Agency for three years. JTDCL invites eligible Bidders to submit their Proposals in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at Jharkhand Tourism Development Corporation Limited (JTDCL) office upto **07/08/2019 at 1400 hrs** in accordance with the terms of this RFP document.

Contact Information & Address for communication:-

To

The Managing Director

Jharkhand Tourism Development Corporation Limited

5, Mahatma Gandhi Marg, Ranchi, Jharkhand - 834001

Phone No: +(91)-651-2331828 & 2331643 Fax: +(91)-651-2331828

E-MAIL: jtdcltd@gmail.com

Visit us on www.jharkhandtourism.gov.in

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

1.3 Schedule of Selection Process

JTDCL shall endeavour to adhere to the following schedule:

Sl No	Event Description	Date
1	Pre-Bid Queries Submission	25/07/2019 by 17:00 Hours
2	Pre-Bid Conference	26/07/2019 by 15:30 Hours at JTDCL Office
3	Bid Due Date	07/08/2019 at 14:00 Hours
4	Bid opening Conference	07/08/2019 at 16:00 Hours Venue Details: Jharkhand Tourism Development Corporation Limited 5, Mahatma Gandhi Marg, Ranchi, Jharkhand - 834001 Phone No: +(91)-651-2331828 & 2331643 Fax: +(91)-651-2331828
5	Bid Validity period	180 days from the Bid Due Date
6	Tender/Bid Document Fee	Rs.2,240/-(Rupees Two Thousand Two Hundred Forty Only) inclusive of GST (Not Refundable)
7	Earnest Money Deposit	Rs.50,000/- (Rupees Fifty Thousand Only)

1.4 Removal/Exit Clause

- 1.4.1 The authority and the selected agency has a right to terminate the contract by providing notice to either party at-least 60 days.

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. Technical Specification

- a) The Bidder should have experience in **adventure and water sports activity** or similar work in last **three (3) years activity** from any government department/organizations/PSU's etc and should have presence in at **least 1 states**. (supporting documents must be furnished)
- b) The bidders should have minimum **10 skilled manpower having experience in adventure and water sports**. The bidder should submit the relevant records in proof of providing skilled manpower in adventure and water sports viz.,. relevant **certificate/license for running speed boar/jetty any other water and adventure sports activities**.
- c) Agency must be registered with the Government Authorities under

- ATOAI/Contract Labour Act;
 - Income Tax etc.
- d) The Bidder must be registered in India. (supporting documents must be furnished) Should have **GST and PAN** Registration.
- e) The bidder must provide proof of Income Tax paid for in the last three financial years 2015-16, 2016-17 and 2017-18.

B. Financial Specification

- f) The Bidder must have achieved an **Average Annual Turnover of Rs.10 Lakhs (Rs. Ten Lakhs 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. Turnover certificate must be issued by Chartered Accountant.
- 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.

2.5 Conflict of Interest

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

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

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

2.6 Clarifications

2.6.1 Bidders requiring any clarification on the RFP may notify JTDCL in writing and e-mail to the address before 1 day of pre-bid conference. The subject line for communication must clearly bear the following:

Queries/Request for Additional Information: RFP for “**SELECTION OF AN AGENCY FOR SUPPLY OF MANPOWER (ADVENTURE AND WATER SPORTS) ON CONTRACT BASIS FOR JTDCL**”.

- 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 Payment will be made to the Agency every month and ascertainment by JTDCL that work was carried out satisfactorily and in accordance with the terms and conditions of the RFP and Work Order issued to the Agency.
- 2.8.2 The agency/company will raise monthly bills at the beginning of each month for the duties performed during the month immediately preceding.
- 2.8.3 No advance payment will be entertained.
- 2.8.4 Payment will be effected in Indian Rupees only.
- 2.8.5 The total Contract Price to be quoted by the Agency shall be exclusive of GST any taxes as applicable.
- 2.8.6 Payment will be made after submission of bill to JTDCL. Submit along with the bill and supporting documents.
- 2.8.7 JTDCL may increase or decrease manpower as per requirement.

3. PREPARATION AND SUBMISSION OF PROPOSAL

3.1 Language and Currency

3.1.1 The Proposal and all related correspondence and documents shall be written in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation in English language. Supporting materials that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

3.2 Validity of Proposal

3.2.1 The Proposal shall be valid for a period not less than 180 (One Eighty and Twenty) days from the Proposal Due Date ("**Proposal Validity Period**"), in the format set out in **Appendix-1**. JTDCL reserves the right to reject any Proposal that does not meet this requirement.

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

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

3.3 Earnest Money Deposit

3.3.1 The Bidder shall furnish an Earnest Money Deposit of **Rs.50,000/- (Rupees Fifty Thousand Only)** as Bank Draft in favour of "**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.

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

3.3.3 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.

3.3.4 The EMD shall be forfeited, if the Bidder:

- i. furnishes any information or document which is misleading or untrue in any material respect;

- ii. engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified; and

3.4 Bidder's Responsibility

- 3.4.1 It shall be deemed that prior to the submission of Proposal, the Bidder has:
 - a) made a complete and careful examination of terms & conditions/requirements, and other information set forth in this 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.
- 3.4.2 JTDCL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3.5 Format and Signing of Proposal

- 3.5.1 Bidders would provide all the information as per this 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.
- 3.5.2 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 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.

3.6 Submission of Proposals

- 3.6.1 The bidders shall be required to submit a **“Technical & Financial Bid”** in separate sealed envelopes put in a bigger sealed envelopes super scribed as **“SELECTION OF AN AGENCY FOR SUPPLY OF MANPOWER (ADVENTURE AND WATER SPORTS) ON CONTRACT BASIS FOR JTDCL”**.
- 3.6.2 Bidder should be submitted in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at JTDCL office upto **07/08/2019 at 14:00 hours** 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 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 Bidder.
- 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 Proposal 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 Bidder’s duly audited annual reports for the preceding 3 (three) Financial Years (Along with CA Certificate).

B. “Financial Proposal:- (Envelope-2)

- a. The Financial Proposal in the prescribed format at **Appendix – VII** on the letter head of the Bidder and signed by the authorised signatory.

3.6.3 The Financial Proposal should specify the total amount of service **fee (the “Service Fee”)** exclusive of GST/any other applicable taxes required by the Agency for undertaking the Services. The Financial Proposal clearly indicating the total Service 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.

3.6.4 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.

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

3.6.6 The bidder will have to give the **financial quote (Service Fee)** of each of the items given in Annexure 'I'.

3.6.7 Financial Bid will be evaluated on total financial bid submitted and Financial evaluation will be done on quote service fee/rate.

3.7 Proposal Due Date

3.7.1 Proposals should be submitted in hard copy to be delivered by Courier/Registered Post/Speed Post/Hand delivery at JTDCL's office upto **07/08/2019 at 14:00 hours** on the Proposal Due Date as indicated, in the manner and form as detailed in this RFP Document.

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

3.8 Late Proposals

Applications submitted after the Due Date shall not be entertained. Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

3.9 Modifications/ Substitution/ Withdrawal of Proposals

3.9.1 The Applicants will not allow Modifications/ Substitution/ Withdrawal of Applications after submission of application.

3.9.2 Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period will not be allowed.

3.10 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising JTDCL in relation to, or matters arising out of, or concerning the Selection Process. JTDCL will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. JTDCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or JTDCL.

3.11 Clarifications

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

4. SECTION 3: EVALUATION OF PROPOSALS

4.1 Opening and Evaluation of Proposal

- 4.1.1 JTDCL shall open the Proposals on the date specified in **Clause 1.3**, in the presence of the Bidders who choose to attend.
- 4.1.2 JTDCL will examine and evaluate the Proposals in accordance with the provisions set out in this Section 3.
- 4.1.3 To facilitate evaluation of Proposals, JTDCL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.
- 4.1.4 Any information contained in the Proposal shall not in any way be construed as binding on JTDCL , its agents, successors or assigns, but shall be binding against the Bidder if the Services are subsequently awarded to it under the Selection Process on the basis of such information.

4.2 Tests of Responsiveness

- 4.2.1 Prior to evaluation of Proposals, JTDCL will determine whether each Proposal is responsive to the requirements of the RFP.
- 4.2.2 JTDCL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by JTDCL in respect of such Proposal.
- 4.2.3 Bids of a single business entity which are found to be non-responsive shall be rejected.

4.3 Evaluation of Experience of the Bidder

- 4.3.1 The Proposals/Bids received will be scrutinized to assess their eligibility based on the qualifying criteria. Those Proposals/Bids which do not meet the qualifying criteria will be rejected, forthwith, or at any stage of detection.
- 4.3.2 JTDCL will finalize agencies on basis of their technical credentials. This assessment will be done by a special Selection Committee of JTDCL.
- 4.3.3 Financial bids of the technically qualified applicants would be opened.

4.4 Evaluation of Financial Proposals

- 4.4.1 The Financial Proposals of only the qualified Bidders shall be opened in the presence of the Bidder's representatives. The name of the Bidder and the proposed financial offer shall be read aloud and recorded.

- 4.4.2 Final Bid shall be evaluated on total Financial Bid submitted. Bidders will quote the service fee for three years and same rate will be applicable for next years, based on the satisfactory performance.
- 4.4.3 For financial evaluation, the Service Fee exclusive of GST/other applicable taxes indicated in the Financial Proposal shall be evaluated. Financial evaluation will be calculated on total rate quoted.
- 4.4.4 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.
- 4.4.5 Financial bid for service fee will be valid for initial period of **3 years**.

4.5 Selection of Bidder

- 4.5.1 The Bidder quoted the **Lowest Service Fee (L1)** shall be declared as Selected Agency for a **period of three years**.
- 4.5.2 In the event that the **L1** Bidder withdraws its Bids or is not selected for any reason in the first instance, JTDCL may invite the second ranked Bidder for negotiations.

4.6 Letter of Award (LOA) / Work Order

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

4.7 Contacts during Proposal Evaluation

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

after opening of the Proposals and prior to notification of the Award. If any attempt by the Bidder causing extraneous pressure on JTDCL shall be sufficient reason to disqualify the Bidder.

4.8 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, 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 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.

4.9 Other Terms and Conditions

- 4.9.1 In the event authority (JTDCL) is not satisfied with the work the work may be terminated by giving 60 days of notice to the agency.
- 4.9.2 Initially work will be provided to selected agency for **Three Years** from the date of approval and Period may be extended on yearly basis on satisfactory performance and mutually agreed terms and conditions.
- 4.9.3 The Selected Agency and JTDCL shall subsequently sign a separate Contract for each Work. If the Selected Agency does not execute the Contract to the satisfaction of JTDCL, then JTDCL may invoke/ forfeit the Security / Performance Security. Allocation of Work.
- 4.9.4 JTDCL may at its own discretion allocate work to more than one Agency at a time depending on the quantum, nature and criticality of work.
- 4.9.5 Selection with JTDCL does not guarantee allocation of work.
- 4.9.6 That the Agency shall be solely responsible for payment of wages/ salaries and statutory dues to provide all the benefits viz. PF, ESI, Bonus, Insurance, etc., to the eligible staff engaged by the agency for JTDCL’s work.
- 4.9.7 That the personnel shall work under overall supervision and direction of JTDCL.
- 4.9.8 The Agency shall provide Staff whose age shall be more than 18 years and other mandatory compliance as per the prevailing law is to be complied.
- 4.9.9 All personnel are expected to wear prescribed dress code.

- 4.9.10 That the Agency shall comply with all the legal requirements.
- 4.9.11 Any act or the part of the Bidder to influence anybody in JTDCL at any stage is liable to rejection of the Bid or termination of contract.
- 4.9.12 JTDCL may terminate the contract at any time at a shorter notice of two month at its sole discretion (if the performance is not up to the mark).
- 4.9.13 Duty day and hours as per the JTDCL's office hours. The personnel may be called on beyond office hours, if required. JTDCL will be not paid extra for working beyond office hours.
- 4.9.14 The outsourcing agency will ensure the character and antecedents of outsourced personnel to be deployed. There should not be any legal/criminal proceedings pending against the outsourcing agency or any staff of the agency.
- 4.9.15 Reimbursement to the Outsourcing Agency shall be made after receipt of the bill accompanied with proof for having made disbursement of wages for previous month.

ANNEXURE-1:- Scope of Work

A. Scope of work for selected agency :-

1. The selected agency is required to provide Staffs for various job requirements at different locations for the period as required by JTDCL which may be extendable for a further period(s) as required by the Company from time to time depending upon the project. However, the exact tenure of engagement may be decided by JTDCL as per availability of work/contract which the Agency will follow.
2. All the statutory guidelines of Govt. of India for payment of wages, leave, medical, PF, ESI, Insurance etc. shall be adhered to by the service provider (agency) strictly in terms of the applicable legislations. Payments wherever needed to be deposited to the applicable statutory authorities shall be ensured by the Agency.
3. The list of short-listed manpower as per the specifications/ job requirements may be provided by the service provider to JTDCL as per the requirement of JTDCL within 15 days from the date of indenting the manpower. Thereafter, the agency should conduct interviews of the candidates as required by the JTDCL. Officers /representatives of JTDCL shall also participate in selection process including interview.
4. All the monthly pay bills payable to the staffs along with contribution to PF, ESI, Insurance etc. shall be made by the service provider (agency).
5. Other matters like issue of offer letters, Identity Cards, Pay Slips, issue of service certificates, etc. shall be handled by the agency.
6. The service provider will ensure that job requirements, including academic qualifications experience etc. wherever needed are meticulously followed and candidates selected satisfy them and further confirm their willingness to carry out the said jobs with due efficiency and performance standard.
7. The tentative manpower requirement in various categories is as under (Numbers and locations will be provided as per requirement after selection):

Sl.No	Category of Manpower	Nos.	Qualification, Experience, Age and Remuneration
1	Supervisor	On the basis of actual requirement	<p>Qualification</p> <p>Experience of handling waters sports in multiple locations in last 5 years.</p> <p>Must have 5 years of experience in</p>

			<p>powerboat handling [PBH] & LST certification from the National Institute of Water sports or Authorized Agency.</p> <p>Must have adequate experience in carrying out boat operations independently.</p> <p>Must prepare a risk assessment plan for all unforeseen events</p>
2	Boat Master/Driver/Operator	On the basis of actual requirement	<p>Qualification – Must have 3 years of experience in powerboat handling [PBH] & LST certification from the National Institute of Water sports or Authorized Agency.</p> <p>Must have adequate experience in carrying out boat operations independently.</p> <p>Must prepare a risk assessment plan for all unforeseen events</p>
3	Support Staff/Assistant	On the basis of actual requirement	<p>Qualification – having experience in powerboat handling [PBH] and working with adventure/water sports agency.</p> <p>Must have a LST certification from the National Institute of Water sports or Authorized Agency.</p> <p>Experience in Adventure Sports / Water Sports Activities</p>

Note: Manpower will be selected based on qualification and experience for various post.

8. To do other activities necessary to achieve objectives, which are not specifically barred under this RFP.

5. SECTION 4:- FORMATS FOR SUBMISSION OF PROPOSAL

5.1 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 SUPPLY OF MANPOWER (ADVENTURE AND WATER SPORTS) ON CONTRACT BASIS FOR JTDCL”

- 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 tender fee of **Rs. 2,240/- (Rupees Two Thousand Two Hundred Forty only)** and 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

5.2 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 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.

5.3 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.)

5.4 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 (2017-18, 2016-17 & 2015-16).	
	Sl. No. -01	
	Name of client	
	Detail Description of Project	
	Duration of Assignment	
	Value of Assignment	
	Sl. No. -02	
	Name of client	
	Detail Description of Project	
	Duration of Assignment	
	Value of Assignment	
	(Project details to be furnished in similar Format) Separate sheets may be added)	

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

5.5 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 RFP for “SELECTION OF AN AGENCY FOR SUPPLY OF MANPOWER (ADVENTURE AND WATER SPORTS) ON CONTRACT BASIS FOR JTDCL” 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

5.6 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 “SELECTION OF AN AGENCY FOR SUPPLY OF MANPOWER (ADVENTURE AND WATER SPORTS) ON CONTRACT BASIS FOR JTDCL”, proposed by the Jharkhand Tourism Development Corporation Limited (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.*

5.7 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 SUPPLY OF MANPOWER (ADVENTURE AND WATER SPORTS) ON CONTRACT BASIS FOR JTDCL”

1. We are pleased to quote our Service Charge/Rate of _____ (The “Service Fee”) for undertaking the above mentioned assignment and inclusive of all costs associated with providing the services specified in Annexure - I of the RFP Document. The Service Charge is exclusive of GST and all other applicable taxes.

Sl.No	Name of the Post	Rate for One Manpower
1	Supervisor	
2	Boat Master/Driver/Operator	
3	Support Staff/Assistant	
	Total* (Financial Calculation will be on this rate)	

Note:* Financial evaluation will be calculated on total rate only.

2. I/ We confirm and agree that we have reviewed all the terms and conditions of the Request for Bid including the Draft Contract and conform that we would abide by all the terms and conditions. We hereby declare that there shall be no deviations from the stated terms in the RFP Document.
3. I/ we agree that my/our Financial Bid shall remain valid for a period of 60 (sixty) days from the Bid Due Date prescribed for submission of Bid.
4. I / we confirm that our Financial Bid is unconditional and that we accept all terms and conditions specified in the RFP Document.
5. I / we agree to be bound by this offer if we are the Selected Agency for the said Assignment and rate will be valid for three years.
6. We further certify that we shall follow the Scope of Services, without any deviations, enumerated in this RFP Document, if the Assignment is awarded to us.

Sincerely,

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorized Person

**Note: Lowest Service Fee (L1) shall be declared as Selected Agency for a period of three years.*