



## REQUEST FOR PROPOSAL (RFP)

FOR

### Empanelment of Consultancy Agencies for Preparation of DPR for the Schemes of Tourism Department

Ref. No.-Tou/ Dir/Yoj/05/2023 - 465

Dated:- 01/06/2023



**Directorate of Tourism  
Govt. of Jharkhand**

**Department of Tourism, Art Culture, Sports and Youth Affairs (Tourism Division)**

MDI Building, 2nd Floor, Dhurwa, Ranchi-834004

Phone:(0651)2400493, email:[dirjharkhandtourism@gmail.com](mailto:dirjharkhandtourism@gmail.com), Web: <https://tourism.jharkhand.gov.in>

**Government of Jharkhand**  
**Directorate of Tourism**  
**MDI Building, 2nd Floor, Dhurwa, Ranchi-4**  
Ph.-0651-2400493, Fax-0651-2400492, E-mail:dirjharkhandtourism@gmail.com

Ref. No. Tou/ Dir/Yoj/05/2023 - 465

Dated:- 01/06/2023

**Notice Inviting Tender**  
**for**  
**Empanelment of Consultancy Agencies for Preparation of DPR for**  
**the Schemes of Tourism Department**

The Directorate of Tourism (DoT), Govt. of Jharkhand intends to Empanel Consultancy Agencies for Preparation of DPR for the Schemes of Tourism Department, Government of Jharkhand therefore, invites interested agencies to submit their Bids.

Interested agencies may download the document from **01/06/2023, 1700 Hours** onwards from the Department of Tourism website:-[www.tourism.jharkhand.gov.in/](http://www.tourism.jharkhand.gov.in/) and submit their Applications. The Bid Due Date is on **23/06/2023 at 1400 hours**. A Technical Bid opening Conference will be held on **23/06/2023 at 1500 Hours** at the office of Directorate of Tourism (DoT), Govt. of Jharkhand.

A pre-application conference will be held on 09/06/2023 by 15:00 Hours at MDI Building, 2nd Floor, HEC Campus, Dhurwa, Ranchi-04, Tel Phone: 0651-2400493, e-mail: [dirjharkhandtourism@gmail.com](mailto:dirjharkhandtourism@gmail.com).

All subsequent notifications, changes and amendments will be posted only on the website [www.tourism.jharkhand.gov.in](http://www.tourism.jharkhand.gov.in)

*DoT reserves the right to cancel this invitation and/or invite fresh Bid with or without amendments to this invitation, without liability or any obligation for such invitation and without assigning any reason.*

*Sd/-*  
**Director,**  
Tourism.

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## 1. **DISCLAIMER**

The information contained in this tender or subsequently provided to the bidder, whether verbally or in documentary or in any other form by or on behalf of Department of Tourism, Government of Jharkhand (herein after referred as DoT) or any of its employees, is provided to the bidder on the terms and conditions set out in this tender and such other terms and conditions subject to which such information is provided.

This tender is not an agreement or an offer by the DoT to the prospective bidder or any other person. The purpose of this tender is to provide bidders with information that may be useful to them in the formulation & submission of their bids pursuant to this tender.

This tender may not be appropriate for all persons, and it is not possible for the DoT and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this tender. The assumptions, assessments, statements and information contained in this tender, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this tender and obtain independent advice from appropriate sources. Information provided in this tender to the bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The DoT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The DoT and its employees/advisors make no representation or warranty and shall have no liability to any person including any bidder under any law, statutory rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this selection process.

The DoT also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this tender. The DoT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender.

The issue of this tender does not imply that the DoT is bound to select a bidder or appoint the selected bidder as the case may be, for the job and the DoT reserves the right to reject all or any of the applications/bids without assigning any reasons whatsoever.

## 2. BACKGROUND

The State of Jharkhand is endowed with immense natural resources, Flora-Fauna, 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.

Jharkhand is bestowed with picturesque waterfalls, pristine rivers, lofty hills with beautiful valleys, serene nature, and wonderful water bodies, which makes it an ideal destination for Tourism purpose.

With an endeavor for promotion of tourism of Jharkhand State, Directorate of Tourism (DoT) intends to empanel Consultant Agencies to prepare DPR for the various Tourism projects of Jharkhand.

Pursuant thereto, DoT invites Consultant Agencies for empanelment of the eligible Consultant Agencies (the “Applicant”) fulfilling the eligibility criteria as specified in this empanelment document for the Services.

The scope of services to be provided by the Empanelled consultants shall include and not limited to the services provided at Clause 9.1 and shall also be governed by the provisions of the contract to be entered into between the selected Consultant and the DoT (the “Contract”) which sets forth the detailed terms and conditions for grant of the right to the selected Agency (the “Right”).

DoT shall upon evaluation of the submissions made by the consultant and after considering all relevant factors, finalize and approve the rate for the consultancy fee for preparation of DPR for Tourism Projects and constitute empanelment of consultants respectively after taking their consent on approved rate for the consultancy fee. DoT reserves the right to increase the number of consultants through a further process of empanelment.

## 3. GENERAL CRITERIA

- 3.1 Notwithstanding anything contained in this Document, the Authority reserves the right to accept or reject any Application and to annul the Empanelment Process and reject all Applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 3.2 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the Tender. Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 3.3 After the evaluation of Applications in terms of this Document, the Applicants scoring the highest score would be ranked in the descending order and the Authority would announce a list of short-listed Applicants who will be eligible for empanelment with the Authority and participation in the next stage. The Authority will not entertain any query or clarification from Applicants who fail

to be empanelled.

- 3.4 Empanelment of Consultant Agencies for the preparation of DPR of various Tourism Schemes of Jharkhand will be valid for three years and further can be extended maximum up to two years based upon their satisfactory performance and need of the Department.
- 3.5 The applicants 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 "**Director, Tourism,**" payable at "**Ranchi**" along with application. DoT shall not be liable to pay any interest on the EMD so made and the same shall be interest free.
- 3.6 The EMD amount shall remain valid for a period of 90 (ninety) days from the Application Due Date, or beyond any period of extension subsequently as determined by DoT from time to time. The Proposal shall be summarily rejected if it is not accompanied by the EMD. The performance security shall remain valid till the period of empanelment with DoT.
- 3.7 The EMD shall be returned to the unsuccessful Applicants within a period of 90 (Ninety) days from the date of successful empanelment of the Agencies. The EMD submitted by the Empanelled Agencies shall be retained as **Performance Security**. As per instruction of DoT, the selected agencies shall be required to extend the validity of the demand draft.
- 3.8 The EMD/ Application Security Deposit shall be forfeited if the Applicant:
- i) Furnishes any information or document which is misleading or untrue in any material respect;
  - ii) Engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, and
  - iii) If the Empanelled Agency fails to provide the Performance Security and execute the Contract for each planned tourism project with DoT within the stipulated time or any extension thereof provided by DoT.

#### 4. Schedule of Empanelment Process

DoT shall endeavour to adhere to the following schedule:

Pre-proposal Queries Submission	<b>09/06/2023</b> by 1400 Hours
Pre-proposal Online Conference(the meeting link will be uploaded in our website)	<b>09/06/2023</b> by 1500 Hours
Last date for submission of Applications ( the “ <b>Application Due Date</b> ”)	<b>23/06/2023</b> by 1400 Hrs
Date, Place and time of opening of Application	<b>23/06/2023</b> by 1500 Hrs at Directorate of Tourism Government of Jharkhand MDI Building, 2nd Floor, Dhurwa, Ranchi, Jharkhand
Validity of Applications	180 days from the Application Due Date
Earnest Money Deposit	Rs 50,000/- (Rupees Fifty Thousand Only)
Tender Fees (Non-Refundable)	Rs 5000/- (Rupees Five Thousand Only)

#### Contact Details:

Shri Jitendra Bahadur Singh  
Under Secretary,  
Directorate of Tourism, MDI Building,  
Dhurwa, Ranchi  
**Email:dirjharkhandtourism@gmail.com**

## 5. Submission of Applications

- 5.1 All communications including the submission of Applications should be addressed to:

**Director,**  
Directorate of Tourism,  
Government of Jharkhand,  
MDI Building, 2nd Floor,  
Dhurwa, Ranchi, Jharkhand  
Email: dirjharkhandtourism@gmail.com

- 5.2 All communications, including the envelopes, should contain the required information, to be marked at the top in bold letters: “EMPANELMENT OF TOURISM CONSULTANTS FOR PREPARATION OF DPR FOR THE SCHEMES OF TOURISM DEPARTMENT”
- 5.3 The issue of this document does not imply that the Authority is bound to select applicants for “Empanelment of Tourism Consultants” and the Authority reserves the right to reject all or any of the applications without assigning any reasons whatsoever.
- 5.4 The Applicant shall submit each of the following documents in the specified format as provided in the document, on or before the Application Due Date. The bidder shall provide all the information as per this tender document. The DoT will evaluate only those proposals that are received in the required format and are complete in all respects. The bidder shall prepare the bid proposal and should submit hard copy of the proposal in office of Tourism Directorate, Govt. of Jharkhand. The documents accompanying the Application submission shall include the following:
- a. Cover Letter-cum-Undertaking in the prescribed format at Appendix – A;
  - b. Details of Applicant in the prescribed format highlighting the category they wish to be empanelled at Appendix – B along with supporting documentary proofs;
  - c. Similar experience of the Applicant in the prescribed format at Appendix – C & D, along with supporting documentary proofs;
  - d. Financial capacity of the Applicant in the prescribed format at Appendix – E & F, along with supporting documentary proofs;
  - e. Power of Attorney (on stamp paper and duly notarized) for signing of Applications on behalf of the Applicant in the prescribed format at Appendix –G.
  - f. Financial Proposal i.e., The consultancy fee in percentage which is the % of the total project cost in the prescribed format at Appendix–H.



- 5.5 The Applicant should submit a Power of Attorney as per the format enclosed as Appendix- G, authorizing the signatory of the Application to commit the Applicant. The Application must be properly signed by the authorized representative (the “Authorized Representative”) as detailed below:
- (a) In case the sole proprietor himself is signing the Proposals, the Power of Attorney is not required to be submitted. However, if the Proposals are signed by any other person other than the sole proprietor, the Power of Attorney is required to be submitted in the format at Appendix- G.
  - (b) by a partner or a duly authorized person holding the Power of Attorney, in case of a partnership firm or a limited liability partnership firm; or
  - (c) by a duly authorized person holding the Power of Attorney, in case of a Company.
- 5.6 The DoT reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Applications.
- 5.7 The Application and all related correspondence and documents shall be written in English language. Supporting documents and printed literature furnished by the Applicants along with the Applications 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 application, the English language translation shall prevail.

## 6. ELIGIBILITY CRITERIA (Conditions of Eligibility)

- 6.1 The Applicant should be a single business entity (the “**Single Business Entity**”). A Single Business Entity shall mean a company incorporated under the Companies Act, 1956 and/ or the Companies Act, 2013 or a sole proprietorship firm registered under the Proprietorship Act, 1908 or partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008.
- 6.2 If the Applicant is:
- i. A company, it 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 or IT returns for the last three financial years preceding the Application Due Date as a proof of identity.
  - iii. A registered partnership firm 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.

- 6.3 Applicant shouldn't have been neither blacklisted or debarred or terminated during last 3 years by any Government PSUs/Department nor involve in any legal conflict with Government PSUs or Departments.
- 6.4 The Applicant in the last 3 (three) years should 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 Applicant, nor been expelled from any project/provision of service or contract nor have had any contract terminated for breach by such Applicant. If during the empanelment tenure the selected agency is blacklisted / terminated / debarred by any state or central government or their agencies, the empanelment of the selected agency shall stand cancelled
- 6.5 The agency should have experience in at least **Five** (5) Tourism projects with minimum project cost of ₹5.00 Cr. each out of which at least 3 projects have to be of Eco Tourism, involving site surveys, site selection, feasibility studies/detailed project report, construction drawing, designing etc of either Government of India or any State Government or Government Authority/Company. CA Certificate is to be submitted where project completion certificates are not available.

**Note:**

- i Experience of parent/subsidiary/associate Company(ies) of the Applicant would not be considered for the purpose of evaluation.*
- ii Documentary proofs to be submitted by the Applicants are:*
  - a Details of experience of the Applicant in the format prescribed at Appendix C.*
  - b Copy of Work Order/Completion Certificate/Satisfactory Certificate from the respective Client.*
  - c Independent/Statutory Auditor Certificate in the format provided at Appendix C certifying the experience and the total fee*

**7. Financial Capacity**

- 7.1 The Applicant should demonstrate financial capacity of having a minimum average annual turnover from consulting services of ₹5.00 Cr. during last three years (2020-21, 2021-22 and 2022-23).
- 7.2 The Applicant should demonstrate positive net worth during last three years (2020-21, 2021-22 and 2022-23).

**Note:**

- i) Financial Capacity of parent/subsidiary/associate company (ies) of the Applicant would not be considered for the purpose of evaluation.*
- ii) Applicant/Consultant/Firm should submit CA Certificate as documentary proof for Turnover and Net-worth.*

## 8. EVALUATION OF APPLICATIONS

### 8.1 Opening and Evaluation of Applications:

- a. The Authority shall open the Applications on the date specified in Clause 4 Schedule of Empanelment Process will be in the presence of the Applicants who choose to attend.
- b. The Authority will examine and evaluate the Applications in accordance with the provisions set out in Clause 5, 6 & 7.
- c. To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications in writing from any Applicants regarding its Applications.
- d. Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding on the Applicant, if the Applicant is subsequently empanelled on the basis of such information.

### 8.2 Tests of Responsiveness:

Prior to evaluation of Applications, the Authority will determine whether each Application is responsive to the requirements of the Empanelment Document. An Application shall be considered responsive only if:

- a) It is received by the Application Due Date including any extension thereof pursuant to Clause 4;
- b) It contains the information and documents as requested in the Empanelment Document;
- c) It contains information in the form and formats specified in the Empanelment Document;
- d) It provides the information in reasonable detail. (“**Reasonable Detail**”) means that, but for minor deviations, the information can be reviewed and evaluated by the Authority without communication with the Applicant). The Authority reserves the right to determine whether the information has been provided in reasonable detail;
- e) It does not contain any condition or qualification; and
- f) It is not non-responsive in terms hereof.

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

Applications which are found to be non-responsive shall be rejected.

- 8.3 Applicants who fulfill all Eligibility Criteria (Technical and Financial) as mentioned in clause 5, 6 & 7 will be declared qualified for Empanelment
- 8.4 Financial Bids submitted in prescribed format (Appendix- H) by all qualified applicants will be open to determine the approved rate for consultancy fee for the various tourism schemes.
- 8.5 The lowest financial proposal in each price range as mentioned in Annexure- H, will be declared as the department approved rate for consultancy fee for the concerning price range for the various tourism schemes.
- 8.6 All Technically Qualified applicants will be empanelled after taking their consent on the lowest financial proposal which will be declared as the department approved rate for consultancy fee.
- 8.7 The ceiling of percentage of consultancy fee for projects cost shall be capped at ₹10.00 Carore even if the consultancy fee as per department approved rate increases beyond ₹10.00 Carore.

## **9. Terms of Reference**

### **9.1 Scope of Work for the Process of the preparation of DPR:**

- a) Site visit/site survey of the project and initiation of preparation of PPR will be started after the approval of the competent Authority within 15 days of work order issued.
- b) Land details should be attached with PPR.
- c) After the approval of the PPR, DPR should be prepared within One and Half month of the approval of the PPR. Which can be extended on mutual understanding of consultant and the Authority depending on the size of project.
- d) Agency should coordinate with concerning Authority for technical approval of the project and should follow of with Authority to provide rate and drawings.
- e) GFC drawings must be a part of DPR and should be provided to the executing agency during the work execution.
- f) Agency should supervise the project and provide necessary assistance to the executing agency during the work execution.

## 9.2 Payment Terms:

- a) Payment of consultancy fee to the consultant for the project will be made according to the approved rate of the department.
- b) Consultancy fee will be paid as follows:

Sl. No.	Stage	% of consultancy fee
1.	Stage I – Technical Approval of DPR	20% of Project Cost
2.	Stage II – Administrative Approval of DPR	40% of Project Cost
3.	Stage III – 50% of physical work progress	20% of Project Cost
4.	Stage IV – Physical Completion of the project	20% of Project Cost

Note: *Project Cost = Amount of Technical Approved/Sanctioned DPR/Estimate excluding labor cess and Execution Charge of Executing Agency.*

## 9.3 Duration of the Empanelment:

- a) Duration of Empanelment of Consultant Agencies will be for three years.
- b) Empanelment of Consultant Agencies further can be extended to another maximum for two years based upon their satisfactory performance and as per need of the DoT.

## 10. OTHER TERMS AND CONDITIONS

- 10.1 DoT will reject the Application of an Applicant, if it determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices. If any Applicant/ Key Personnel makes a false averment regarding his qualification, experience or other particulars, the Applicant and the Key Personnel shall be liable to be debarred for any future assignments of DoT for a period of 3 (three) years. The empanelment of the Applicant may also be terminated.
- 10.2 DoT also reserves the right to empanel any other Agency or employ any Agency outside the list of Empanelled Agencies, if required after carrying out a competitive bidding process.
- 10.3 DoT reserves the right to drop any Applicant from the empanelled list without assigning any reason whatsoever. DoT also reserves the right to modify the terms and conditions of empanelment.

- 10.4 All decisions taken by DoT regarding empanelment shall be final and binding on all Empanelled Agencies.
- 10.6 Shortlisted consultants/firms will be issued Letter of Empanelment alongwith the approved rate of consultancy fee for Tourism Projects after taking their consent.
- 10.7 Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the “DoT” and the “Applicant”. No partnership shall be constituted between DoT and the Applicant by virtue of this Empanelment nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other Empanelment a partnership has been constituted, or that it has any such power. The Applicants shall be fully responsible for the services performed by them or on their behalf.
- 10.8 DoT may at its own discretion allocate work to more than one Agency at a time depending on the quantum, nature and criticality of work.
- 10.9 Mere empanelment with DoT does not guarantee allocation of work. A separate work order will be issued to the Selected Agency for each assignment. The Selected Agency shall not assign its responsibilities to any other agencies, in whole or in part, to perform its obligation under the Contract.

## **11. Work Order**

- 11.1 Post empanelment, whenever Directorate of Tourism or Department of Tourism or Deputy Commissioner or Divisional Forest Officer or any other Government authority require service of empanelled consultant for any Tourism or Eco Tourism project, they will ask concept note along with presentation from at least 3 empanelled consultant (in case 3 or more than 3 consultants are empanelled).
- 11.2 There shall be a committee of persons including at least one Government Executive Engineer for selecting best concept note.
- 11.3 The best suitable concept providing consultant will be given work order for preparation of DPR and other related work.
- 11.4 In case of single empanelled consultant, work order can be given directly for preparation of DPR and other related Work.
- 11.5 In case of 5 or more than 5 empanelment, DoT/Directorate of Tourism may earmark district to each consultant for preparation of DPR and other related work of the concerning district.

## 12. Penalty Provision

- 12.1 In case of delay in execution of the assigned work by the Selected Agency, DoT may impose a penalty of 2% of the Contract Price per day or part thereof of delay (subject to maximum of 30% of the Contract Price). If the delay is beyond 1 week then DoT may annul the assignment and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. DoT may debar and blacklist the Agencies for applying in its future empanelment also.
- 12.2 If any of the services performed by the Agencies fail to conform to the specifications of the assigned assignment or in the event of failure of the assignment due to indifferent (such as inadequate interaction with DoT), negligent (such as quality of deliverable not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the Agencies and DoT decides to terminate the Contract because of such failure, then a sum equal to 30 % of the Contract Price shall be recovered from the Agencies. This shall be without prejudice to other remedies available under law and the Contract with DoT.

## 13. Termination

- 13.1 Without prejudice to any other right or remedy it may have, either party may terminate the empanelment at any time by giving one month advance notice in writing to the other party.
- 13.2 DoT reserves the right to withdraw/ terminate empanelment in any of following circumstances:
- (a) Applicant becomes insolvent, bankrupt, resolution is passed for winding up of the Applicant's organization
  - (b) Information provided to DoT is found to be incorrect;
  - (c) Empanelment conditions are not met within the specified time period;
  - (d) Misleading claims about the empanelment status are made;
  - (e) if the Selected Agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:
    - i. "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of DoT or any personnel in agreement executions.
    - ii. "**Fraudulent practice**" means a misrepresentation of facts, in order to influence a procurement process or the execution of a Contract, to DoT, and includes collusive practice among applicants designed to establish proposal prices at artificially high or non-competitive levels and to deprive DoT of the benefits of free and open competition.

- iii. **“Unfair trade practices”** means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- iv. **”Coercive practices”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of Contract.
- v. **“Collusive practices”** means a scheme or arrangement between two or more applicants with or without the knowledge of the DoT, designed to establish prices at artificial, non-competitive levels;

#### **14. Indemnification**

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

#### **15. Applicable Laws and Jurisdiction**

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



## FORMATS FOR SUBMISSION OF APPLICATION

### APPENDIX A:

#### FORMAT FOR COVERING LETTER-CUM PROJECT UNDERTAKING

*(On the Letterhead of the Applicant)*

To

**Director,**  
Directorate of Tourism,  
Government of Jharkhand,  
MDI Building, 2nd Floor,  
Dhurwa, Ranchi, Jharkhand  
Email: dirjharkhandtourism@gmail.com

Dear Sir:

Ref : **Empanelment of Tourism Consultants.**

1. Being duly authorized to represent and act on behalf of..... (Hereinafter referred to as “**the Applicant**”) and having reviewed and fully understood all of the information provided in the Empanelment document provided to us by the Authority in respect of the captioned Empanelment, the undersigned hereby submits the Applications in response to the Empanelment Document.
2. I/We have studied the Document carefully and understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Empanelment Process including the Empanelment.
3. This statement is made for the express purpose of qualifying as an Applicant for the aforesaid Empanelment.
4. I/We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the qualification statement.
5. I/We certify that in the last three years, we 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, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We understand that you may cancel the Empanelment Process at any time and that you are neither bound to accept any application that you may receive nor to invite the Applicants, without incurring any liability to the Applicants.

7. My/Our Application is consistent with all requirements of submission as stated in the Empanelment Document or in any of the subsequent communication issued by the Authority. I/We would be solely responsible for any errors or omissions in our application.
8. I/We understand that any omission, commission or misstatement in facts provided by us will make our Application invalid at any time during the Empanelment Process and also after the empanelment; the Authority reserves the right to take appropriate action accordingly.
9. I/We understand that the Authority reserves the right to accept or reject any or all the Applications and reserves the right to withhold and/or cancel the Empanelment Process without assigning any reason or otherwise.
10. 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 the Authority in connection with the empanelment of Agencies, or in connection with the Empanelment Process itself, in respect of the above-mentioned activities and the terms and implementation thereof.
11. I/We agree and undertake to abide by all the terms and conditions of the Empanelment Document.
12. [I/We do not have an office in Ranchi. However, in case we are selected for undertaking the Services, we agree to establish a fully functional office with the required personnel/manpower within 30 days of being empaneled with the Authority.]<sup>1</sup>
13. I/We offer a EMD of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to the Authority in accordance with the Empanelment Document.
14. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in my/our Application, I/we hereby represent and confirm that my/our Application is unqualified and unconditional in all respects.

Signature of the Authorized Person

Name of the

Authorized Person

Date .....

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<sup>1</sup> Retain this only if the Applicant has no office in Ranchi

**APPENDIX B:****FORMAT FOR DETAILS OF THE APPLICANT***(On the Letterhead of the Applicant)*

<b>SI No</b>	<b>Particulars</b>	<b>Details</b>	<b>Supporting Documents required to be submitted along with this Form</b>
1.	Name of the Applicant	---	
2.	Category Applying for		---
3.	Status of the Applicant (Company, Sole Proprietorship, Partnership Firm, Limited Liability Partnership Firm)		<p>In case of a company</p> <ul style="list-style-type: none"> <li>• Attach a copy of Certificate of Incorporation/ Memorandum of Association</li> <li>• Copy of GST and ITR certificate</li> </ul> <p>In case of a Sole Proprietorship, Limited Liability Partnership Firm)</p> <ul style="list-style-type: none"> <li>• Attach a copy of Memorandum of Association</li> <li>• Copy of GST and ITR certificate</li> </ul> <p>In case of a Partnership Firm</p> <ul style="list-style-type: none"> <li>• Copy of the IT returns for the last three financial years preceding Application Due Date</li> <li>• Copy of the registration certificate under the registrar of firms and</li> <li>• Copy of the partnership deed executed between the partners as a proof of identity</li> </ul>
4.	Address of the Applicant:	Name & Designation of the Contact Person: Phone No: Fax No: Mobile No. Email Id:	Attach a copy of the latest telephone bill, ownership deed, lease/ rental agreement, or any other documentary proof evidencing the claim.

<b>SI No</b>	<b>Particulars</b>	<b>Details</b>	<b>Supporting Documents required to be submitted along with this Form</b>
5.	Details of office in Ranchi	Address: Name & Designation of the Contact Person: Phone No: Fax No: Mobile No. Email Id:	Attach a copy of the latest telephone bill, ownership deed, lease/ rental agreement or any other documentary proof evidencing the claim.
6.	Applicant Income Tax PAN No.		Attach copy of PAN
7.	Applicant GST		Attach copy of Registration Certificate (if applicable) GST registration certificate
8.	Number of years of experience in tourism		
9.	Manpower Details including number of eco-tourism experts at each of the office		
10.	Details of any lawsuits pending in any of the courts in India or abroad.		
11.	Can you provide a dedicated team to service DoT? Yes/ No		

**APPENDIX C:**  
**FORMAT FOR EXPERIENCE OF THE APPLICANT**  
*(On the Letterhead of the Applicant)*

<b>Name &amp; Type of Project</b>	
<b>Country/city of the Project</b>	
<b>Name of the Client</b>	
<b>Address of the Client and contact Details</b>	
<b>Total Fee Received (in Rs)</b>	
<b>Details of work undertaken</b>	
<b>Date of commencement</b>	
<b>Date of completion of</b>	

**Instructions:**

- i. Experience of parent/subsidiary/associate Company (ies) of the Applicant would not be considered for evaluation.
- ii. Separate **Appendix – C** is required to be submitted by the Applicant with respect to each assignment for which the Applicant is claiming its experience.
- iii. The experience claimed by the Applicant with respect to each such assignment should be substantiated with:
  - a. a copy of completion certificate issued by the respective client for each assignment or satisfactory certificate along with other documents including photographs to substantiate the claim.
  - b. Certificate of an Independent/ Statutory Auditor as per format at Appendix below:
- iv. The evidence submitted in (iii) above shall be considered collectively for purposes of evaluation.

**Format for Certificate from Independent /Statutory Auditor of the Applicant**

## APPENDIX D:

*(On the Letterhead of Independent/Statutory Auditor)*

Date:

**TO WHOMSOEVER IT MAY CONCERN**

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ [*Name of the Applicant*] and certify the following activities have been undertaken by \_\_\_\_\_ [*Name of the Applicant*]. The details of the client, tenure of the assignment and total fee received with respect to each assignment are specified in the table below:

S. No	Name of Assignment	Name of Client	Address of Client	Duration	Total Fee Received (in Rs)
1.				Start Date: Completion Date:	
2.				Start Date: Completion Date :	
3.				Start Date: Completion Date :	
4.				Start Date: Completion Date :	
5.				Start Date: Completion Date :	
6.				Start Date: Completion Date :	

This certificate is being issued to be produced before Directorate of Tourism, Government of Jharkhand (DoT), for the **“EMPANELMENT OF TOURISM CONSULTANT”**

Signature and Seal of the Independent/Statutory Auditor clearly indicating his/her membership number

**APPENDIX E:**  
**FORMAT FOR FINANCIAL CAPACITY OF THE APPLICANT**  
*(On the Letterhead of the Applicant)*

(In Rs. Crores)

Applicant Type	Annual Turnover			Average Annual Turnover*
	2020-21	2021-22	2022-23	
Company				
Sole Proprietorship Firm				
Partnership Firm				
Limited Liability Partnership				
<b>TOTAL</b>				

Turnover from consultancy services from Indian Operations

**Instructions:**

1. Applicant should provide details of its own Financial Capacity specified in Clause 3.3. Financial Capacity of parent/subsidiary/associate company(ies) of the Applicant would not be considered for the purpose of evaluation.
2. Applicant shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date (i.e 2020-21, 2021-22 and 2022-23). The financial statements shall:
  - (a) Reflect the financial situation of the Applicant;
  - (b) Be audited by an Independent/statutory auditor;
  - (c) Be complete, including all notes to the financial statements; and
  - (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
3. Applicant shall also provide the name and address of the Bankers to the Applicant.
4. Applicant shall provide an Independent/ Statutory Auditor's certificate in the format provided below specifying the turnover of the Applicant.

**APPENDIX F:**

**Format for Certificate from Independent/Statutory Auditor of the Applicant**

*(On the Letterhead of the Independent Auditor / Statutory Auditor)*

Date:

We have verified the relevant statutory and other records of M/s \_\_\_\_\_ [Name of the Applicant], and certify that the Turnover is as follows

- Year 1 (2020-21) = Rs \_\_\_\_ Crores (Rupees \_\_\_\_ Crores)
- Year 2 (2021-22) = Rs \_\_\_\_ Crores (Rupees \_\_\_\_ Crores)
- Year 3 (2022-23) = Rs \_\_\_\_ Crores (Rupees \_\_\_\_ Crores)

\*Turnover from consulting operations in India

This certificate is being issued to be produced before Directorate of Tourism, Government of Jharkhand (DoT), for the “**EMPANELMENT OF TOURISM CONSULTANTS**”



**APPENDIX G:**  
**FORMAT FOR POWER OF ATTORNEY**  
*(On the applicable value of Stamp Paper)*

**Power of Attorney**

Know all men by these presents, I/We, ..... (Name of Applicant and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms..... son/daughter/wife 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 “**Authorized Representative**”) 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 Application for **Empanelment of Tourism Consultants** appointed by the **Directorate of Tourism (DoT), Government of Jharkhand** (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-application conference and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Application and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Application for the said Empanelment and/or upon award thereof to us till the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative 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 Authorized Representative 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, designation and address)

Witnesses:

- 1.
- 2.

Notarised  
.....  
(Signature, name, designation and address of the Attorney)

Accepted

**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. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (Hundred) and duly notarised by a notary public.*

*Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a*

**APPENDIX H:**

**FORMAT FOR FINANCIAL PROPOSAL FOR CONSULTANCY FEE**

*(On the Letterhead of the Applicant)*

1. Name of Consultancy Agency:

2. Address:

<b>Sl. No.</b>	<b>Project Cost (in Crore)</b>	<b>Proposed Consultancy Fee (in %)</b>
1.	0 Crore - 5 Crore	
2.	5 Crore - 10 Crore	
3.	10 Crore & above	

**Instructions:**

1. Applicant should submit proposal for consultancy fee in percentage only.
2. Proposal should be submitted for each category mentioned above. if proposal not submitted for all categories, the same proposal will be considered for all categories.