



**REQUEST FOR PROPOSAL (RFP)
FOR**

Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.



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DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Jharkhand Tourism Development Corporation Limited (the Authority/ DOT) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP has not been filed, registered or approved in any jurisdiction. Its possession or use in any manner contrary to any Applicable Law (as defined hereinafter) is expressly prohibited. Bidders shall inform themselves of any applicable legal requirements in respect of this RFP and shall observe the same.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in formulation of their application for qualification and making their financial offers (Bids) pursuant to this RFP. This RFP includes statements for selection of a Selected Bidder (as defined hereinafter) for the Project (as defined hereinafter) and for no other purposes. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents especially the Project Information Memorandum, 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, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any or Bidder, under any law, statute, 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this RFP.

The Authority, its employees or advisors also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select the Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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Important Information for Bidders

General Guidelines for e-Tendering

1. Electronic Submission Guidelines

Instructions and guidelines for electronic submission of tenders have been annexed to assist bidders in participating in the e-Tendering process.

(a) Registration of Bidder

Any bidder willing to participate in the e-Tendering process shall enroll and register with the Government e-Procurement System by logging on to <https://jharkhandtenders.gov.in>. The bidder shall click on the e-Tendering link provided on the portal for participation.

(b) Digital Signature Certificate (DSC)

Each bidder is required to obtain a valid Class-II or Class-III Digital Signature Certificate (DSC) from an approved service provider upon payment of the prescribed fee. The DSC shall be in the form of a USB e-Token and shall be used for submission of the tender.

(c) Download of Tender Documents

The bidder may search and download the Tender Document(s) electronically after logging into the website <https://jharkhandtenders.gov.in> using the Digital Signature Certificate.

(d) Submission of Tenders

Tenders shall be submitted online along with the BoQ before the prescribed date and time using the DSC.

All documents shall be:

- Virus scanned
- Uploaded in encrypted format

Uploaded documents shall automatically be encrypted (converted into non-readable format).

Technical Folder – Documents to be Uploaded

The Technical Folder shall contain the following:

1. Signed copy of the RFP (all pages signed by the Authorized Signatory)
2. Payment Receipt of EMD / Scanned copy of EMD
3. Certificate of Incorporation / Registered Partnership Deed
4. Annexure I – Covering Letter
5. Annexure II – General Information of the Bidder
6. Annexure III – Technical Capacity of the Bidder
7. Annexure IV – Financial Capabilities of the Bidder
8. Annexure V – Declaration for Promotional Eligibility
9. Annexure VI – Statement of Legal Capacity
10. Annexure VII – Power of Attorney
11. Annexure VIII –Power of Attorney for Lead Member of Consortium
12. Annexure IX – List Of Equipment Compliance

13. Annexure X – Operative Capability Compliances
14. Valid scanned copies of:
 - Trade License / Certificate of Enlistment
 - PAN Card
 - Professional Tax Registration Certificate
 - GST Registration Certificate
16. Income Tax Return Acknowledgement & Forms for FY 2020-21 to FY 2024-25
17. Net worth for five years (must be positive)
18. Financial standing documents including:
 - Profit & Loss Statements
 - Auditor's Reports (last five years)
 - Audited Turnover & Balance Sheet with mandatory UDIN (from FY 2019-20 onwards as per ICAI requirement)
19. Any other document required to fulfil eligibility criteria as per clause 2.2 of this RFP.

Financial Folder

The Financial Folder shall contain:

- BoQ (Bill of Quantities) only.
- Financial Proposal as per Appendix-II

Additional Conditions

1. Intending bidders may download the tender documents directly from <https://jharkhandtenders.gov.in>.
2. Earnest Money Deposit (EMD) shall be paid through e-Procurement portal.
3. Submission of bids must strictly adhere to the prescribed time schedule.
4. The Appropriate Authority shall open the BoQ of only technically eligible bidders.
5. The selection method shall be LCS (Low-Cost Selection).
6. The decision of the Authority shall be final and binding in all respects.

Invitation for Proposal

1. INTRODUCTION

1.1. Background

- a) The Directorate of Tourism (DoT), Department of Tourism, Art Culture, Sports and Youth Affairs, Government of Jharkhand (the “**Authority**” or “**DoT**”) functions under the Department of Tourism, Art, Culture, Sports and Youth Affairs, Government of Jharkhand. The Directorate is the nodal agency responsible for the planning, development, promotion, and regulation of tourism activities across the State. It plays a pivotal role in identifying tourism potential, developing tourism infrastructure, promoting cultural heritage, adventure and eco-tourism, and enhancing visitor experiences. Through strategic initiatives and partnerships, the Directorate aims to position Jharkhand as a prominent tourist destination while contributing to economic growth and employment generation within the State.
- b) In line with its objective, DOT invites offer for “**Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand**” for a period of 120 days starting from **(to be notified)** at identified sites. The event includes a plethora of activities like land, water and air-based adventure activities, leisure events, sports, cultural activities, art, craft, and cuisine. It has greatly stimulated the local economic providing both employment and entrepreneurship opportunities to the locals of the Jharkhand. The overall objective of the agency is to operate Adventure activities, sports activities, cultural events, food stalls, art & craft (display and workshops).
- c) The Authority has decided to rope in a suitable private sector player, having requisite experience of organizing/ conducting, operation, maintenance and management of similar activities.
- d) The Authority intends to award the Project through an open, competitive, single stage bidding process in accordance with the procedure set out herein.
- e) Scope of Work: The Selected Operator shall be responsible for undertaking the scope of work as defined section 6.
- f) The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”) and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in **Clause 1.3** for submission of Bids (the “**Bid Due Date**”).

1.2. Brief description of Bidding Process

- a) The Authority has adopted a two-part bid system comprising of, namely, Technical Bid and Financial Bid (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. The first part (the, “**Technical Bid**”) of the process involves qualification (the Technical Qualification) of interested parties who submit a Bid in

accordance with the provisions of the RFP (the “**Bidder**”). The second part of the process involves the Financial Bid (the “**Financial Bid**”) of the Bidders qualified in the Technical Bid. The Technical Bid and Financial Bid shall collectively be referred as Bid (the “**Bid**”).

- b) The Bidder shall pay to the Authority a non-refundable amount equivalent to INR 10,000 plus applicable Goods and Service Tax (GST) (Indian Rupees Ten Thousand plus applicable GST (presently 18%) shall be submitted in online Jharkhand Tender portal. (the “**Bid Processing Fee**”). Failure to make payment of the non-refundable Bid Processing Fee shall result in cancellation of the Bid.

Payment mode: Electronic transfer through Jharkhand Tender website;
<https://jharkhandtenders.gov.in>

- c) The Technical Bid to be submitted by bidders shall comprise of Technical and Financial Capability documents and other requirements as mentioned in the RFP document. The Technical Bid would be evaluated based on the criteria set forth in Clause 2.2, and Clause 3.1 to Clause 3.4 of the RFP. The Financial Bids of only those bidders who qualify in the Technical Bid evaluation shall be opened for selecting the Selected Bidder.
- d) This RFP document (Volume 1: Instruction to Bidders) contains information about the Project, Bidding Process, Bid submission, Qualification and Financial Proposal requirements.
- e) The Bid shall be valid for a period of not less than 180 days from the Bid Due Date.
- f) A Bidder is required to deposit, along with its Bid, a bid security of INR 30,00,000 /- (Indian Rupees Thirty Lacs only) (the “**Bid Security**”), refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Contract Agreement. The Bid shall be summarily rejected if it is not accompanied by the Bid Security

Payment mode: Electronic transfer through Jharkhand Tender website;
<https://jharkhandtenders.gov.in>

- g) Any award of Authorization pursuant to the Bidding Process shall be subject to the terms and conditions of Bidding Documents.
- h) Bidders shall examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Authorization including implementation of the Project.
- i) The Authorize /Operator shall, in consideration of its investment and services, be entitled to implement the Project in line with the terms and conditions mentioned herein.
- j) Bids are invited for **Lowest Total Fee (exclusive of GST)** towards “**Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.**” of 120 days from the Commencement Date, to be quoted by the Bidder as more particularly defined in Clause 2.1(e) of this document. The Project will be awarded to the Bidder quoting the lowest Financial Quote.

- k) The Lowest Bidder (L1) shall be the **Preferred Bidder/ Selected Bidder**. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Financial Quote submitted by the L1 Bidder in case such L1 Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Financial Quote of the L1 Bidder, the Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.
- l) Any queries or request for additional information concerning this RFP shall be submitted in writing ore-mail at dirjharkhandtourism@gmail.com to the officer designated in 2.12(d). The communication shall clearly bear the following identification/ title:

“Queries/Request for Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.

Bidders are advised to visit Jharkhand e-tender website regularly to keep them updated, for any changes/ modifications related to this RFP.

1.3. Schedule of Bidding Process

The schedule for the bidding process is as follows:

S .No.	Event Description	Date
1	Invitation of RFP (NIT)	09 th June 2026
2	Last date for receiving queries	18 th June 2026
3	Pre- Bid Conference	19 th June 2026
4	Authority’s response to pre-bid queries	23 th June 2026
5	Last Date of Bid Submission	08 st July 2026
6	Date for opening of Technical Bid	08 st July 2026
7	Date of opening of Financial Bid	To be notified
8	Issue of Letter of Award	To be notified
9	Validity of Bid	180 days
10	Signing of Agreement	To be notified

The Authority reserves the right to modify the above schedule at its discretion which will be binding on the Bidders.

1.4. Venue of pre-bid conference:

The pre-bid conference shall be conducted online/ virtual mode as per the schedule provided in clause 1.3 above. The link for pre-bid conference shall be uploaded on the Jharkhand tender portal one day before the schedule date of the pre-bid conference. Alternatively, bidder can ask for the link through a mail to DOT. The bidder should submit their pre-bid queries in writing or e-mail and same should reach the Authority at least one day prior to the schedule of pre-bid conferences.

The queries of the bidder shall be compiled and sent in the following format:

Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.

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SI No	Clause No/ Page No	Clause as per RFP	Queries/ Clarification
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Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.

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2. INSTRUCTION TO BIDDERS

A. GENERAL

2.1. General terms of Bidding

- a) The Authority intends to receive Bids under this RFP from capable Bidders. No Bidder shall submit more than one Bid for the Project. A Bidder shall not be entitled to submit another Bid. In case the same is not complied, all bids in which the defaulting Bidder is a party shall be cancelled.
- b) The Bidders are required to carry out detailed surveys, investigations and other detailed examination and due diligence of the Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on Authority and their advisors nor confer any right on the Bidders, and Authority and their advisors shall have no liability whatsoever in relation to or arising out of any or all contents of the Bidding Documents.
- c) Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids.
- d) Bidders are advised to peruse the detailed terms and conditions prior to formulation and submission of their Bids.
- e) The Bids should be furnished in the formats as specified in the RFP and signed by the Bidder's authorized signatory.
- f) The Bidder shall deposit a Bid security in accordance with the provision of Clause 1.2(f). The Bid Security shall be refundable no later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security in terms of the Authorization Agreement.
- g) The Bidder should submit a notarized Power of Attorney as per the format at Appendix I, authorizing the signatory of the Bid to commit the Bidder.
- h) In case the **Bidder is a Consortium**, the Members thereof should furnish a notarized Power of Attorney in favor of the Lead Member in the format at Appendix I.
- i) Any condition or qualification or any other stipulation contained in the Bid which is inconsistent with the terms of the Bidding Documents shall render the Bid liable to rejection as a non-responsive Bid.
- j) The Bidding Documents including this RFP and all attached or other documents, provided by Authority are and shall remain or become the properties of Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance with the Bidding Documents. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and Authority will not return to the Bidders any Bid, document or any information provided along therewith.

- k) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, as mutually agreed genuine pre- estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to Authority under the Bidding Documents and/or the Authorization Agreement or otherwise.
- l) Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- i. the Bidder or Associate (or any constituent thereof) and any other Bidder, its Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other Bidder, its Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Definition [Re: section 2(72)] of the Companies Act, 2013. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-Clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-Clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder, its Associate thereof receives or has received any direct or indirect subsidy, grant, Concessional loan or subordinated debt from any other Bidder or has provided any such subsidy, grant, Concessional loan or subordinated debt to any other Bidder, its Associate thereof; or
 - iv. such Bidder has the same legal representative for the purposes of this Bid as any other Bidder; or
 - v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any

Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or

- vi. such Bidder or any Associate thereof has participated as a consultant to Authority and its advisors in the preparation of any documents, design or technical specifications of the Project.

Explanation: In case a Bidder is a Consortium, then the term Bidder, as used in this clause, shall include each Member of such consortium.

For purposes of this RFP, Associate is defined as per clause in this RFP:

- m) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the LOI or (ii) execution of the Authorization Agreement. In the event any such adviser is engaged by the Selected Bidder or the Authorizee /Operator, as the case may be, after issue of the LOI or execution of the Authorization Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOI or the Authorization Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOI or the Authorization Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Authorizee /Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.

2.2. Eligibility of the Bidder

- a) For determining the eligibility of Bidders for submission of Bids hereunder, the following shall apply
 - a) The Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
 - b) Bidder should be a company registered under the Companies Act of India, 1956 (or later) OR a registered partnership firm (including LLP) OR proprietorship firm and should be in existence for at least 5 years, in India.

Note: The Bidder shall submit all requisite documentary evidence along with the Bid. In the case of a Company, the Bidder shall furnish the Certificate of Incorporation duly countersigned by the Authorized Signatory , along with the Memorandum and Articles of Association. In the case of a Partnership Firm or LLP, the Bidder shall submit the

Registration Certificate countersigned by the Authorized Signatory and the Partnership Deed/LLP Agreement. In the case of a Sole Proprietorship, the Bidder shall provide the Registration under the applicable Shops & Establishment Act. Further, all Bidders shall mandatorily submit self-attested copies of PAN, GST Registration, and the Income Tax Return for the last completed financial year. Non-submission of any of the above documents may lead to summary rejection of the Bid.

- c) A Bidder shall be liable for disqualification and forfeiture of Bid Security in the following instances:
- a) Bidder having conflict of interest (refer Clauses 2.1.12 & 2.1.13) shall not be eligible to participate in the bidding process.
 - b) if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters relating to or incidental to the Project. For avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 30 (thirty) days prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) months from the Appointed Date.
 - c) None of the Bidders, its directors, promoters or Associate shall figure in any list of wilful defaulters maintained by the Reserve Bank of India or have been convicted by a Court of law for any offence committed for any financial crimes or money-laundering activities.
 - d) Further, the Bidders, its directors, promoters or Associates must not have been blacklisted, debarred or suspended by any governmental authority in India, in relation to any public procurement works/contracts.
 - e) The Bidder or its Promoters should not have an account, which has been classified as a non-performing asset in accordance with the guidelines of the Reserve Bank of India issued under the Banking Regulation Act, 1949 as of the date of submission of the Technical Bid.
 - f) None of the Bidders, its directors, promoters or Associate shall, as of the date of submission of the Bid, been declared fraud or a fraudulent account by any bank or financial institution.
 - g) No red corner notice shall have been issued in the name of the Bidders, its directors, promoters or Associate, as of the date of submission of the Technical Bid.

For the avoidance of doubt, in the event of a Conflict of Interest that affects the Bidding Process between two (2) or more Bidders, all such Bidders shall be forthwith disqualified.

Explanation: In case a Bidder is a Consortium, then the term Bidder as used in the Clause 2.2.1 shall include each Member of such Consortium.

- b) To be eligible for Qualification, a Bidder shall fulfil the following conditions of eligibility:

(A) Financial Capacity:

The Bidder should have a minimum Annual Turnover of Rs 5.00 crores (Rs Five Crores) during each of the last three Financial Years preceding Bid Due Date (the “**Financial Capacity**”). The audited copy of the financial statements for the year 2022-23, 2023-24 & 2024-25.

(B) Technical Capacity:

- I. For demonstrating technical capacity or experience (the “**Technical Capacity**”), the Bidder shall, preceding the Bid Due Date, have:
 - a) The Bidder shall have a **minimum of three (3) years of experience**, counted from January 2020, in the operation of Water Sports, Adventure Activities and Aero Sports, either independently or through an Associate/Tie-up. The Bidder must have been awarded work of similar nature by a Government Agency at the National or State level, wherein the Bidder was responsible for conducting, operating, maintaining and managing similar adventure activities for a period of not less than 90 days. The scope of similar adventure activities shall mandatorily include the conducting, operating, maintaining and managing of the following activities:
 - a. Hot Air Balloon
 - b. Para Motoring
 - c. Jeep Parasailing
 - d. Water Parasailing
 - e. Jet Ski
 - b) The Bidder/ Agency must have prior experience of conducting Tourism Promotional Activity at the National/ State level
 - c) List of skilled personnel (CV) in line with the requirement with detailed qualification, training and relevant experience of personnel duly signed to be enclosed who will be placed at the Project to carry out installation, operation, maintenance and management of each of the activities as detailed out in the Scope of Work. Such manpower must be in line with GOVERNMENT OF INDIA, MINISTRY OF TOURISM GUIDELINES FOR RECOGNITION / RENEWAL OR EXTENSION AS AN APPROVED ADVENTURE TOUR OPERATOR (ATO) [Revised with effect from 2nd January 2012]. All leaders or guides or pilots or ground staff must possess a valid certificate or license from a recognized institution or association. They should have an adequate experience in the concerned sport.
 - d) The Agency must possess minimum equipment and operational capability in line with the requirement of Appendix 1.
 - e) The agency must enclose credentials with regards to the above parameters at the time of submitting the technical bid.

In case of a Consortium, the Financial Capacity has to be necessarily fulfilled by the Lead Member of the Consortium and either member can meet the technical

capacity provided that each such Member shall have to maintain its paid-up equity shareholding in the with this RFP.

- c) Experience for any activity relating to the same Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
- d) Only those Bidders whose Technical Bids meet the Capability Criteria shall be further evaluated on the basis of Eligibility Criteria as set out under Clause 2.2 and Evaluation Criteria as set out under Clause 3.1 to Clause 3.4 of the RFP. Bidders whose Bid do not meet the aforesaid Minimum Technical Capability and Minimum Financial Capability Criteria shall not be considered for the next stage.
- e) In case the Bidder is a Consortium, it shall comply with the following additional requirements:
 - a) Number of members in a consortium **shall not exceed 3 (three)**.
 - b) subject to the provisions of sub-Clause (a) above, the Proposal should contain the information required for each member of the Consortium;
 - c) members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall legally and **beneficially hold at least 26% (twenty six percent)** of the Consortium’s holding. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix I, signed by all the other members of the Consortium;
 - d) the Proposal should include a brief description of the roles and responsibilities of individual members particularly with reference to financial, technical and O&M obligations;
 - e) an individual Bidder cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium;
 - f) members of the Consortium shall enter into a binding Joint Bidding Agreement, (the “**Joint Bidding Agreement**”), for the purpose of making the Proposal and submitting a Bid in the event of being short-listed.
- f) In computing the Technical Capacity and Net Worth of the Bidder/ Consortium Members, the Technical Capacity and Net Worth of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate**”). As used in this definition, the expression “**control**” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

- g) It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.
- h) The Bidder shall enclose with its Bid, to be submitted as per the format at Annexure-I, complete with its Annexes, the following:
 - i. certificate(s) from its statutory auditors¹ specifying the minimum Annual Turnover and Net Worth of the Bidder, as per the specified requirement.
 - ii. Certificate(s) from its client/s or statutory auditors of the Bidder towards the Technical Capacity criteria in respect of the Eligible Projects specified in Clause 2.2. In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the Authority; and
 - iii. In case Bidder does not have a Statutory Auditor (e.g., when the Bidder is an individual entity), the same is to be certified by a Chartered Accountant.
- i) The Bidder should submit a Power of Attorney as per the format at Appendix I, authorising the signatory of the Bid to commit the Bidder.
- j) **Any entity which has been barred by the Central / State Government, or any entity controlled by it, from participating in any project (PPP or otherwise),** and the bar subsists as on the date of the Bid, would not be eligible to submit the Bid. Further, entities that have been declared bankrupt, insolvent or has pending against it, any litigation or proceedings, before any court or authority, in relation to liquidation, dissolution or winding-up, would not be eligible to submit the Bid.
- k) **A Bidder, including any Consortium Member or Associate, should, in the last 3 (three) years, has neither failed to perform any contract,** as evidenced by judicial pronouncement or arbitral award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity or have had any contract terminated by any public entity for breach of contract by such Bidder, Consortium Member or Associate.

Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this RFP is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is

¹In case the Bidder does not have a Statutory Auditor (e.g., when the Bidder is an individual entity), then the same shall have to be certified by a Chartered Accountant.

further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

- l) The following conditions shall be adhered to while submitting a Bid:
 - (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendix and Annexures is insufficient; Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
 - (b) information supplied by a Bidder must apply to the Bidder named in the Bid and not, unless specifically requested, to other associated companies or firms;
 - (c) in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 3 below; and
- m) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Authorization Agreement. In the event any such adviser is engaged by the Selected Bidder after issue of the LOA or execution of the Authorization Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Authorization Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Authorization Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Authorizee /Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder in the past but its assignment expired or was terminated at least 30 (thirty) days prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the Bid Due Date.
- n) This RFP is not transferable.
- o) Any award of the Project pursuant to this RFP shall be subject to the terms of the Bidding Documents.
- p) Sub-contracting shall not be allowed to ensure accountability, quality control, and single-point responsibility of the selected bidder.

Note:

- I. The required minimum 90 days of experience may be demonstrated either through a single project or cumulatively through multiple assignments, provided that such assignments are compliant with the requirement and have been awarded by Government agencies at the State or National level.
- II. The experience in the specified adventure activities may be demonstrated across one or more projects / assignments. It is not mandatory for all five activities to have been undertaken within a single project, provided that collectively the Bidder demonstrates

experience in all the specified activities. However, coverage of all the specified categories of activities shall be a mandatory requirement for establishing technical capacity under this RFP.

- III. Further, for the purpose of calculating the required duration of experience, where two or more activities have been undertaken within the same project during the same period, such duration shall be counted only once, and not cumulatively for each activity.

2.3. Change in Ownership

- a) By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that they will not transfer the project to any third party/ entity till the end of the Authorization Period without an explicit approval from the Authority.

2.4. Number of Bids and costs thereof

- a) No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.
- b) The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5. Site visit and verification of information

- a) Bidders are encouraged to submit their respective Bids after visiting the Project Sites and ascertaining for themselves the site conditions, location, surroundings, feasibility, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarize themselves with the Project within the stipulated time of submission of Bid.
- b) It shall be deemed that by submitting a Bid, the Bidder has:
 - (a) made a complete and careful examination of the Bidding Documents;
 - (b) received all relevant information requested from the Authority;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5(a) above;
 - (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5(a) hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5(a) hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement by the Authorizee /Operator;
 - (f) acknowledged that it does not have a Conflict of Interest;
 - (g) acknowledge that the existing facilities of the Project would be handed over on as-is-where-is-basis by the Authority subject to the provision in this RFP and the Bidder shall not have no claim whatsoever on the Authority in this regard; and
- c) The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error, inaccuracy or mistake therein or in any information or data given by the Authority.

2.6. Right to accept or reject any or all Bids

- a) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- b) The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
 - (a) at any time, a material misrepresentation by the Bidder is discovered or
 - (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation / improper response shall lead to disqualification of Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to match the Lowest Bidder in accordance with the RFP; or
 - (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- c) In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Authorizee /Operator either by issue of the LOA or entering into the Contract Agreement, and if the Selected Bidder has already been issued the LOA or entering into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder or the Authorizee /Operator, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Authorizee /Operator, as the case may be. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Contract Agreement, or otherwise.
- d) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

- e) The Authority may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

B. DOCUMENTS

2.7. Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Volume I		Instruction to Bidder
SECTION: 1		Introduction
SECTION: 2		Instructions To Bidders
2.8.	c SECTION: 3	Criteria for Evaluation of Bids
	l SECTION: 4	Fraud And Corrupt Practices
	a SECTION: 5	Pre-Bid Conference
	r SECTION: 6	Scope of Work
	Appendix I	
	i Annexure I	Letter Comprising the Bid
a)	e Annexure II	Details of Bidder
	a Annexure III	Technical Capacity of Bidder
	t Annexure IV	Financial Capacity of the Bidder
	i Annexure V	Declaration Promotional Eligibility
	o Annexure VI	Statement of Legal Capacity
	n Annexure VII	Power of Attorney for signing of Bid
	s Annexure VIII	Power of Attorney for Lead Member of Consortium
	B Annexure IX	List of Equipment Compliance
	i Annexure X	Operative Capability Compliances
	d	
	a	
	e	

rs requiring any clarification on the RFP may notify the Authority in writing only through e-mail in accordance with Clause 1.2(l) Bidders should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

- b) The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority 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 the Authority to respond to any or every question or to provide any clarification.

- c) The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9. Amendment of RFP

- a) At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- b) Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders.
- c) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BID

2.10. Format and Signing of Bid

- a) The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and /or conditional Proposals shall be liable to rejection.
- b) The Bid and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.11. Language

- a) The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.12. Documents Comprising the Bid& Sealing & marking of Bids

- a) The Bidder shall prepare separate envelope for Technical & Financial Bid.

Bidders shall follow the Method of submission as per Instructions to Bidders for Online Submission of Bids.

- b) **Part I-shall be named “Technical Bid”** and shall comprise

- i) Annexure -I: Letter Comprising the Bid for Qualification
- ii) Annexure -II: Details of the Bidder
- iii) Annexure III: Technical Capacity of the Bidder
- iv) Annexure IV: Financial Capacity of the Bidder
- v) Annexure V: Declaration For Promotional Eligibility
- vi) Annexure VI: Statement of Legal Capacity
- vii) Annexure VII: Power of Attorney for signing of Bid
- viii) Annexure VIII: Power of Attorney for Lead Member of Consortium
- ix) Annexure IX: List of Equipment Compliance
- x) Annexure X: Operative Capability Compliances
- xi) Proof of Bid Processing Fee payable through Jharkhand tender portal ;
- xii) Copy of PAN, GST, Incorporation Certificate/ Trade License
- xiii) Audited report of the balance sheet of the last three financial years of the Bidder;
- xiv) A copy of this **entire updated RFP document** (all volumes along with addendum issued by DOT, if any) duly initialed on each page by the authorized signatory of the Bidder. The Bid document shall also have the Bidder's stamp on each page along with initials of the authorized representative of the Bidder;
- xv) A true copy of the documents accompanying the Technical Bid, as specified in Clause 2.12.b) (xii) above, shall be placed in a separate envelope.;

c) Part II-shall be named "Financial Bid" and shall comprise

The bidder shall submit bid online in the correct slot prescribed in the e-procurement website by using the digital signature.

d) The queries of the RFP must be submitted to:

To
The Director
Directorate of Tourism
MDI Building, 2nd Floor, HEC Campus
Dhurwa Ranchi-834004, Jharkhand.
Email: dirjharkhandtourism@gmail.com

2.13. Bid Due Date

- a) As per Bid schedule.
- b) The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.14. Late Bids

- a) Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.15. Financial Proposal/ Bid Variable/ Price Bid

- a) The Financial Proposal should specify the amount of **Total Project Fee** (as per financial format) inclusive of all applicable taxes excluding GST, of work required by the Agency for undertaking the festival related activities and work from the Authority. The Financial Proposal clearly indicating the total Project Fee of work 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.
- b) Bidder has to quote total cost of cumulative total operational cost and promotional cost involved in conducting, organizing, operating, maintaining and managing the Scope of Work for entire period of festival of 120 days as indicated in the Financial Proposal in the format as provided in Appendix II.

2.16. Modifications/ Substitution/ Withdrawal of Bids

- a) Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB.
- b) Bidders shall follow the method of submission as per the Instructions to Bidders for Online Submission of Bids.
- c) No bid may be modified after the deadline for submission of bids except in cases as mentioned in RFP
- d) Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in ITB (i) above or as extended as per Bid schedule (ii) may result in the forfeiture of the Bid Security.

2.17. Rejection of Bids

- a) Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- b) The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.18. Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.19. 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 the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 the Authority or as may be required by law or in connection with any legal process.

2.20. Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.21. Bid Security

- a) Bid Security in the form of EMD shall be paid through online Jharkhand tender portal.
- b) Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- c) Save and except as provided in Clause 1.2(f) above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 30 (Thirty) days from the Bid Due Date.
- d) Save and except as provided in Clause 1.2(f) above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date.
- e) The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract Agreement.
- f) The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

- g) The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Contract Agreement, or otherwise, if
- a. a Bidder submits a non-responsive Bid;
 - b. a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
 - c. a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - d. the Selected Bidder fails within the specified time limit -
 - i. to sign and return the duplicate copy of LOA; or
 - ii. to sign the Contract Agreement; or
 - iii. to furnish the Performance Security within the period prescribed therefor in the Contract Agreement.
 - e. the Selected Bidder, having signed the Contract Agreement, commits any breach thereof prior to furnishing the Performance Security

E. Bid Opening and Evaluation

2.22. Opening of Technical Bid

- a) The Authority will open all the Bids submitted online as per Bid Schedule. In the event of the specified date of Bid opening being declared a holiday for the Authority, the Bids will be opened at the appointed time and location on the next working day. A notice for the same shall be posted on the website

2.23. Examination of Technical Bid and Determination of Responsiveness of the same

- a) Prior to evaluation of Technical Bid, the Authority shall determine whether each Technical Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive if:
- I. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.13.2;
 - II. Technical Bid Folder will be opened and examined to see whether the same contain the Bid Processing Fee, Bid Security of the amount as required in the Bid and the Power of the Attorney. If the Bid Security furnished does not conform to the amount, the Bid shall be rejected by the Authority as non-responsive. Similarly, if the Bid Processing fee does not conform to the requirement of the Bid and the Power of Attorney is not provided (both for Single Entity and Consortium, as applicable) as per the requirement of the RFP, the Bid shall be rejected as non-responsive and no further evaluation shall be carried out.
 - III. Subsequently, evaluation of the Technical Bid of the Bidder will be examined to see if it is received as per format at Appendix I;

- IV. it contains all the information and documents (complete in all respects) as requested in this RFP;
 - V. it contains information in formats same as those specified in this RFP;
 - VI. it contains certificates from its statutory auditors in the formats specified at Appendix I of the RFP for each Eligible Project;
 - VII. Integrity pact as per format given in Appendix I has been submitted by the Bidder with the Bid duly signed by Authorized signatory;
 - VIII. it does not contain any condition or qualification; and;
 - IX. it is not non-responsive in terms hereof.
- b) The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.
 - c) Any information contained in the Technical Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
 - d) After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Bidders in terms of Clause 3.5 for opening of their Financial Proposals. The Authority shall notify other Bidders that they have not been technically responsive. Authority will not entertain any query or clarification from Bidders who fail to qualify.

2.24. Opening of Financial Bids

- a) The Authority will open the 'Financial Bid' of only those Bidders whose Technical Bids have been determined to be substantially responsive in accordance with Clause 2.23 and have been evaluated in terms of Clause 3.1 to Clause 3.4 of this RFP and determined to fulfill the qualification criteria as detailed out in Clause 2.2. In the event of specified date of Financial Bid opening being declared a holiday for The Authority, the 'Financial Bids' shall be opened at the appointed time and location on the next working day.

Bidder scoring at least 60% marks shall be the "Technically Eligible Bidder" and would be eligible for Financial Evaluation.

- b) The names of the Bidders whose Technical Bid is found to be substantially responsive, the Bid Prices and such other details, as the Authority may consider appropriate will be announced at the opening of the Financial Bid.

2.25. Examination of Financial Bids and Determination of Responsiveness of Financial Bid

- a) The Authority will determine responsiveness of each Financial Bid with respect to price quoted.
- b) A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A

material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, DOT's rights or the Bidder's obligations under the Agreement; or (iii) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive financial Bids.

- c) If the Financial Bid is not substantially responsive, it will be rejected by the Authority and may not subsequently be made responsive by correction or withdrawal of the non- conforming deviation or reservation.

2.26. Correction of Errors

- a) Financial Bids determined to be substantially responsive will be checked by the Authority for any arithmetic errors in the Annual Authorization Fee quote. Arithmetic errors will be rectified on the following basis: Where there is a discrepancy between the amounts quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- b) The amount stated in the Financial Bid will be adjusted by the Authority in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If any Bidder does not accept the corrected amount of Bid, its Bid will be rejected, and his Bid Security may be forfeited in accordance with Clause 2.21.

2.27. Evaluation and Comparison of Financial Bids

- a) After the evaluation of Technical Bid is complete, the Authority will notify, before the date of financial bid opening, those Bidders whose Technical Bids were considered responsive and who have qualified in the Technical Bid.
- b) The Financial Bids shall be opened, as per Bid Schedule or any notified date, as applicable. The name of the Bidders, the technical scores, and the quoted prices shall be read aloud and recorded when the Financial Bids are opened.
- c) The Financial Bid will be evaluated on the basis of Clause 3.2 to Clause 3.5

2.28. Clarification of Bids

- a) To assist in the examination, evaluation and comparison of Bids, the Authority may, at its discretion, ask any Bidder for authentication and the correctness of the information/details furnished by him in his Bid. Such request by the Authority and the response by Bidder shall be in writing or by cable/fax, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Authority in the evaluation of the Bids in accordance with Clause 2.28.

2.29. Performance Security

- a) The Selected Bidder(s) shall within 7 (seven) days of the date of issuance of the LOI and in any case prior to the execution of the Contract Agreement, be required to furnish to the Authority a performance security in the form of an irrevocable performance bank guarantee in the format set forth for this RFP from a Scheduled Bank, for an **amount equivalent to 10%**

of its Financial Quote. (“**Performance Security**”) in favor of DOT. In the event the Selected Bidder fails to furnish the said Performance Security within the time prescribed, the same shall entitle the Authority to cancel / revoke the LOI and without prejudice to its other rights and remedies, forfeit the Bid Security furnished by the Selected Bidder.

2.30. Indemnity

The Operator shall, at its own cost and expense, fully indemnify, defend, and hold harmless the Directorate of Tourism (DoT), its officers, employees, representatives, and agents from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable legal fees and expenses) arising out of or in connection with:

- i. Any injury, death, loss, or damage to any person (including participants, spectators, staff, or third parties) arising from or related to the conduct of the adventure activities;
- ii. Any loss of or damage to property, whether belonging to the Authority, participants, or third parties;
- iii. Any breach of the terms and conditions of the RFP, LOA/Work Order, or Contract Agreement by the Operator;
- iv. Any non-compliance with applicable laws, statutory requirements, regulatory approvals, safety standards, or guidelines;
- v. Any negligence, misconduct, omission, or wilful default of the Operator, its employees, agents, subcontractors, or representatives;
- vi. Any claims arising from insurance deficiencies, inadequate safety measures, or failure to obtain required licenses or permissions; and
- vii. Any third-party claims arising out of intellectual property infringement, unauthorized use of infrastructure, or operational activities of the Operator.

The indemnity obligations of the Operator shall survive the termination or expiry of the Contract and shall not be limited by any insurance coverage maintained by the Operator.

Under no circumstances shall the Directorate of Tourism (DoT) be held liable for any acts, omissions, liabilities, or obligations of the Operator arising from the execution of the Adventure Sports Festival.

2.31. Payment Terms

Payment Schedule for Promotional Expenditure:

Sl. No.	Milestone	Deliverables / Conditions	% of Quoted Promotional Cost
1	Submission C Approval of Promotion Strategy	<ul style="list-style-type: none"> • Overall promotional strategy for Adventure Sports Festival • Target audience identification • Campaign calendar • Footfall enhancement plan 	20%

Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.

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Sl. No.	Milestone	Deliverables / Conditions	% of Quoted Promotional Cost
2	Campaign Launch C Activation	<ul style="list-style-type: none"> • Digital campaigns live • Social media promotions initiated • Influencer outreach commenced • On-ground branding initiated 	25%
3	Mid-Festival Performance Review	<ul style="list-style-type: none"> • Active campaign execution • Engagement activities conducted • Evidence of regional outreach • Submission of interim campaign report 	25%
4	Pre-Closing Performance Milestone	<ul style="list-style-type: none"> • Continued promotional push during peak days • Documentation of footfall enhancement efforts • Summary analytics submitted 	20%
5	Post-Event Reporting C Completion	<ul style="list-style-type: none"> • Final campaign report • Digital performance summary • Footfall data correlation report 	10%

Payment Schedule: Operational Contract Value

Sl. No.	Milestone	Payment (% of Total Operational Cost)	Conditions / Safeguards
1	Mobilisation Advance	20%	Against BG of equivalent amount; submission of deployment plan, insurance copies, equipment readiness certificate
2	Commencement of Operations	20%	Upon successful commissioning and 7 days of satisfactory operation
3	Completion of First 30 Days	20%	No major safety violations; monthly report submission
4	Completion of 60 Days	20%	Continuous operations; KPI compliance
5	Completion of 90 Days	15%	Submission of final operational report
6	Final Settlement / Retention Release	5%	After defect liability period (if applicable) / clearance certificate

3. EVALUATION OF BIDS

3.1. Technical Bid Evaluation parameters

- a) Only that Technical Bid who meet the eligibility criteria specified in Clause 2.2 shall qualify for further evaluation in terms of Clauses 3.2 to 3.5. Technical Bids of Bidding Entity who do not meet these criteria shall be rejected.

3.2. Technical Scoring Criteria

SN	Eligibility Criteria	Max Marks	Documents
1.	Experience of the Bidder		
1.1	Average Annual Turnover: Average Annual Turnover (Last 3 FYs) ≥ INR 5 Crore to ≤ INR 10 Crore: 10 marks > INR 10 Crore to ≤ INR 15 Crore: 15 marks > INR 15 Crore to ≤ INR 20 Crore: 18 marks > INR 20 Crore: 20 marks	20 marks	Certificate from a Statutory Auditor showing the turnover of the company for the last three Financial Years Cumulative turnover of the consortium will be eligible
1.2	Overall Experience with Water Sports and land-based Adventure Projects / Assignments: The Bidder should have experience of undertaking at least one (1) project / assignment where they operated four (4) or more Water Sports and Adventure activities at one or more distinct locations in the past seven (7) years preceding the bid due date <ul style="list-style-type: none"> For 1 (single) project / assignment – 18 marks For each additional project / assignment – 4 marks per project / assignment, up to a maximum of 12 marks Hence, a total of up to 4 (four) such projects / assignments may be considered under this criterion A. Water Sports Activities <ul style="list-style-type: none"> Boating Boat rides Water scooter rides Kayaking Canoeing Rafting River cruising Snorkelling Boat parasailing Water skiing Jet ski Zip line (over water bodies) Operation of a water sports centre 	30 marks	At least one of the following documents issued by the client for the assignment(s) should be submitted as proof of respective assignment: <ul style="list-style-type: none"> i. Copy of work order / contract issued by the client for the assignment(s), clearly indicating scope and activities; OR <ul style="list-style-type: none"> ii. Certificate of Completion / Satisfactory Performance from the Client, signed by authorized representative of the Client AND <ul style="list-style-type: none"> iii. Self-certification from Authorized Signatory of the Bidder along with supporting documents issued by respective Clients substantiating completion or satisfactory performance.

SN	Eligibility Criteria	Max Marks	Documents
1.3	<p>Overall Experience with Aero Sports / Aerial Adventure Projects / Assignments:</p> <p>The Bidder should have experience of undertaking at least one (1) project / assignment in the past seven (7) years preceding the bid due date, wherein the Bidder operated one or more Aero Sports /Aerial Adventure activities, at one or more locations, in compliance with applicable aviation and safety regulations.</p> <ul style="list-style-type: none"> • 1 project / assignment – 10 marks • Each additional project / assignment – 5 marks per project, up to a maximum of 10 additional marks • Hence, a total of up to 3 (three) Aero Sports projects / assignments may be considered under this criterion <p>B. Aero Sports / Aerial Adventure Activities</p> <ul style="list-style-type: none"> • Hot Air Ballooning • Paramotoring • Paragliding / Parasailing (aerial) <p>Other permitted aero adventure activities undertaken in compliance with applicable aviation regulations</p>	20 marks	As Above
1.4	<p>Approach, Methodology Presentation</p> <p>Understanding of Assignment s Objectives: 6 marks</p> <ul style="list-style-type: none"> • Clear understanding of adventure sports festival objectives • Appreciation of safety, compliance, seasonality, and tourist profile • Alignment with State tourism vision <p>Approach s Implementation Strategy: 8 marks</p> <ul style="list-style-type: none"> • Logical and practical approach for planning, mobilization, operations, and demobilization • Activity-wise execution plan (water C aero sports) • Phasing across the festival period <p>Safety, Risk Management s Compliance Methodology: 6 marks</p> <ul style="list-style-type: none"> • Safety management plan • Emergency response C rescue arrangements • Compliance with DGCA / NIWS / statutory norms • Incident reporting and mitigation <p>Promotion, Branding s Outreach Strategy: 6 marks</p> <ul style="list-style-type: none"> • Digital promotion plan (social media, online campaigns, content creation) • Tourism branding alignment with State identity • Audience targeting, reach, and engagement strategy 	30 marks	

SN	Eligibility Criteria	Max Marks	Documents
	Presentation s Clarity: 4 marks <ul style="list-style-type: none"> • Overall clarity and structure of proposal Logical flow, visuals, charts, and ease of understanding Innovation and practicality of presentation 		

Note: Minimum Marks for opening of financial bid: 60 marks. Bidder scoring at least 60% marks shall be the “Technically Eligible Bidder” and would be eligible for Financial Evaluation.

3.3. Details of Experience

- a) The Bidder should furnish the details of Technical Capacity as mentioned under Clause 2.2
- b) The Bidders must provide the necessary information relating to Technical Capacity as per format at Appendix I Annexure III.
- c) The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Appendix I Annexure IV.

3.4. Financial information for purposes of evaluation

- a) The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Bid is made.
- b) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
- c) The Bidder must establish the minimum Annual Turnover during each of the last three Financial Years preceding Bid Due Date as specified in Clause 2.2 and provide details as per format at Appendix I Annexure V.

3.5. Short-listing of Bidders

- a) Bidder meeting all the criteria as mentioned under Clause 3.2 of this RFP shall be shortlisted and will be eligible for opening of their financial proposal/ Bid.

3.6. Selection of Bidder

- a) Subject to the provisions of Clause 2.17, the Bidder whose Bid is adjudged as responsive in terms of and Clause 3.2 to Clause 3.5 and who quotes the lowest Project Fee to the Authority shall ordinarily be declared as the selected Bidder (the “**Selected Bidder**”)
- b) In the event that two or more Bidders quote the same Financial Bid pursuant to evaluation in terms herein (the “**Tie Bidders**”), the Authority shall identify the Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

- c) In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the **“first round of bidding”**), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the **“second round of bidding”**). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder.
- d) In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified in this Clause, the Authority may, in its discretion, invite fresh Bids (the **“third round of bidding”**) from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids.
- e) After selection, a Letter of Award (the **“LOA”**) shall be issued, in duplicate, by the Authority 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, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- f) After acknowledgement of the LOA as aforesaid by the Selected Bidder, the Authority shall cause the Authorizee /Operator to execute the Contract Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.
- g) Bidder are advised that Selection Process will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.
- h) The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

3.7. Contacts during Bid Evaluation

- a) Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Authorizee /Operator, as the case may be, if it determines that the Bidder or Authorizee /Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract Agreement, or otherwise, if a Bidder or Authorizee /Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract Agreement, such Bidder or Authorizee /Operator shall not be eligible to participate in any tender or RFP issued by the Authority during period of 2 (two) years from the date such Bidder or Authorizee /Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute an act influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub Clause 2.1 engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at

any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 4.1 Pre-Bid Conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 4.2 The Bidder is requested to submit questions in writing or by cable/fax, to reach the Authority as per the Bid Schedule to the pre-Bid Conference.
- 4.3 During the course of pre-Bid Conference (s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may be, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- 4.4 Minutes of the pre-Bid Conference, including the text of the questions raised and the responses given together with any response prepared after the meeting, may be transmitted without delay to all the Bidders. Any modifications of the bidding documents listed in Clause 2.16 which may be considered necessary as a result of the pre-Bid Conference shall be made by Authority exclusively through the issue of an Addendum pursuant to Clause 2.9 and not through the minutes of the pre-Bid Conference.
- 4.5 Non-attendance at the pre-Bid Conference will not be a cause for disqualification of a Bidder.

6. SCOPE OF WORK

- i. The Selected Bidder shall be responsible for planning, executing, monitoring, and optimizing digital marketing and promotional activities to enhance the visibility, outreach, brand positioning, and tourist footfall for Jharkhand Tourism across Pan India and select international markets through the conduct of the “Adventure Sports Festival”.
- ii. The Selected Bidder shall be responsible for the complete end-to-end execution of the Adventure Sports Festival, including but not limited to:
 - Procurement, mobilization, installation, and demobilization of all required equipment
 - Deployment of trained, certified, and experienced manpower
 - Obtaining all statutory licenses, approvals, clearances, and insurance
 - Ensuring safety compliance as per applicable Government of India and State guidelines
 - Conducting operations for the duration specified here under for **120 days**(“Duration of the Festival”)
 - Undertaking activities listed here under (“Activities Required to be Undertaken”)
 - Operating at locations specified here under (“Locations for the Activities”)

The Directorate of Tourism (DOT) and Jharkhand Tourism Development Corporation (JTDC) shall only provide:

- Access to land / designated operational area
- Facilitation of permissions as required

All other requirements, including infrastructure, utilities (if required), staffing, logistics, safety arrangements, branding, marketing, and operational costs, shall be the sole responsibility of the Selected Bidder.

- iii. The scope of work described herein is indicative and not exhaustive and shall be interpreted broadly so as to achieve the complete and successful conduct of the Adventure Sports Festival. The Selected Bidder shall be fully responsible for undertaking, at its own cost and risk, all incidental, ancillary, auxiliary, supplemental, and consequential activities necessary for the proper planning, organization, execution, operation, management, and closure of the festival, whether or not expressly specified in this RFP, provided that such activities are reasonably required to fulfill the objectives of the Project.

No claim for additional payment, extension of time, or relief shall be entertained on the ground that any activity was not expressly mentioned herein, if such activity is reasonably inferable from the nature, scope, intent, or objectives of the Project.

All festival-related activities shall be carried out strictly in accordance with applicable laws, statutory requirements, safety standards, and regulatory approvals, and in compliance with the provisions of the Letter of Award / Work Order (the “LOA/Work Order”) and the Contract Agreement to be executed between the Agency and DOT. In the event of any inconsistency or ambiguity, the interpretation of DOT shall prevail, and the Selected Bidder

shall be bound to comply without additional financial implication to DOT.

- iv. There may be ancillary and incidental festival activities and assignments, not expressly mentioned herein, that will nevertheless be required to successfully conduct the adventure sports festival in all respects.
- v. The primary objective of DOT is to promote tourist destinations within Jharkhand and Pan India, create a strong and recognizable brand identity for Jharkhand Tourism, enhance awareness among domestic and international tourists, and achieve measurable growth in tourist footfall and participation in adventure activities through the effective conduct and promotion of the Adventure Sports Festival.
- vi. Agency will be responsible for conduct of adventure sports festival which shall include the conduct of the following activities at the locations mentioned herein below:

Activities Required to be Undertaken and Locations for the Activities

*The Adventure Sports Activities under this RFP are initially proposed to be undertaken at **Netarhat and Patratu**. However, the Directorate of Tourism (DoT) reserves the absolute right, at its sole discretion, to add, substitute, relocate, or modify the sites/locations of operation during the Contract Period based on market demand, tourism potential, operational feasibility, or overall success of the Project.*

The Selected Agency shall be required to accommodate such addition, substitution, or relocation of sites without any increase in the quoted rates or total Project Cost. No claim for additional payment, compensation, escalation, or extension of time shall be entertained on account of such change in location, provided that the overall scope and duration of the Project remain unchanged. The Agency shall ensure operational readiness and compliance with all applicable regulatory requirements at the revised location(s) within the timelines specified by the Directorate of Tourism.

Aero activities

Hot air ballooning

- For hot air ballooning, the agency shall ensure compliance with DGCA norms for the balloon envelope, burner system and passenger basket, as per the eligibility criteria and as per the applicability.
- The pilot engaged for hot air ballooning shall hold a valid license and have the requisite minimum flying hours, as per the eligibility criteria.
- Adequate and trained ground support and rescue personnel shall be deployed for hot air ballooning operations, as per the eligibility criteria and as per the applicability.
- Appropriate types of support and rescue equipment shall be maintained and operated for hot air ballooning, as per the applicability.

Para motoring

- For para motoring, the agency shall comply with the applicable norms prescribed by the competent authority (including DGCA, as applicable), as per the eligibility criteria and as per the applicability.
- The para motoring system, including all critical components, shall conform to the required technical and safety standards, as per the applicability.

- The passenger seating area and associated fittings shall meet prescribed safety and comfort standards, as per the eligibility criteria.
- The pilot engaged for para motoring shall possess a valid license and requisite minimum flying hours, as per the eligibility criteria.
- Trained ground support and rescue personnel shall be available during para motoring operations, as per the applicability.
- Suitable support and rescue equipment for para motoring shall be provided and maintained, as per the applicability.

Jeep parasailing

- For jeep parasailing, the agency shall comply with the norms prescribed by the competent authority, as per the eligibility criteria and as per the applicability.
- The jeep parasailing system and associated equipment shall conform to the applicable technical and safety standards, as per the applicability.
- The passenger seating or harness area shall meet prescribed safety standards, as per the eligibility criteria.
- The team operating jeep parasailing shall include personnel holding appropriate licenses, as per the eligibility criteria.
- The team shall also demonstrate adequate experience in terms of operational hours, as per the eligibility criteria and as per the applicability.
- Trained ground support and rescue personnel shall be deployed for jeep parasailing, as per the applicability.
- Appropriate support and rescue equipment for jeep parasailing shall be maintained and utilised, as per the applicability.

Adventure sports activities

Boat parasailing

- For boat parasailing, the agency shall comply with the norms prescribed by the competent authority, as per the eligibility criteria and as per the applicability.
- The boat parasailing system and its critical components shall conform to applicable technical and safety standards, as per the applicability.
- The operating team for boat parasailing shall include licensed personnel, as per the eligibility criteria.
- The number of activities or rides already conducted by the team shall be considered as per the eligibility criteria for experience.
- Trained ground or on-water support and rescue personnel shall be provided for boat parasailing, as per the applicability.
- Suitable types of support and rescue equipment shall be deployed for boat parasailing, as per the applicability.

Jet ski

- For jet ski operations, the agency shall comply with the norms prescribed by the competent authority, as per the eligibility criteria and as per the applicability.
- The jet ski system and its safety features shall adhere to applicable technical and safety standards, as per the applicability.
- The operating team for jet ski shall include licensed personnel, as per the eligibility

criteria.

- The number of jet ski activities or rides conducted so far by the team shall be evaluated as per the eligibility criteria relating to prior experience.
- Trained ground or on-water support and rescue personnel shall be available during jet ski operations, as per the applicability.
- Appropriate support and rescue equipment shall be used for jet ski operations, as per the applicability.

Flyboarding

- For flyboarding, the agency shall comply with the norms prescribed by the competent authority, as per the eligibility criteria and as per the applicability.
- The flyboarding system and associated safety mechanisms shall conform to applicable technical and safety standards, as per the applicability.
- The operating team for flyboarding shall comprise licensed personnel, as per the eligibility criteria.
- The number of flyboarding activities or rides conducted so far shall be considered as per the eligibility criteria for experience.
- Adequate trained support and rescue personnel shall be deployed for flyboarding operations, as per the applicability.
- Appropriate support and rescue equipment shall be provided for flyboarding, as per the applicability.

Banana ride

- For banana ride activities, the agency shall comply with the norms prescribed by the competent authority, as per the eligibility criteria and as per the applicability.
- The banana ride system and its components shall meet applicable technical and safety standards, as per the applicability.
- The operating team for banana ride shall include licensed personnel, as per the eligibility criteria.
- The number of banana ride activities or rides conducted so far shall be taken into account as per the eligibility criteria for experience.
- Trained ground or on-water support and rescue personnel shall be deployed for banana rides, as per the applicability.
- Appropriate support and rescue equipment shall be maintained for banana ride operations, as per the applicability.

Paddleboarding

- For paddleboarding, the agency shall comply with the norms prescribed by the competent authority, as per the eligibility criteria and as per the applicability.
- The paddleboarding system and equipment shall conform to applicable technical and safety standards, as per the applicability.
- The operating team for paddleboarding shall consist of licensed or otherwise qualified personnel, as per the eligibility criteria.
- The number of paddleboarding activities or rides conducted so far shall be assessed as per the eligibility criteria for experience.
- Trained ground or on-water support and rescue personnel shall be present for

paddleboarding activities, as per the applicability.

Appropriate support and rescue equipment shall be made available for paddleboarding, as per the applicability.

vii. Insurance to be taken out by the Operator:

The Selected agency/Operator shall be responsible to take bulk insurance for the tourists/guests as well as operating staff and other technical staff and the copy of the same shall have to be deposited with the DOT before start the operation. DOT or department of Tourism, Government of Jharkhand shall not be responsible in event of any mishap or unforeseen event/accident for operation of such activities by selected parties.

The Operator shall be responsible to take insurance for the tourists as well as operating staff and other technical staff and the copy of the same shall have to be deposited with the Client. The Client shall not be responsible in event of any mishap or unforeseen event/accident for operation of such activities by selected parties.

The Operator shall take out maintenance work their own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as specified below –

Operator:

The Operator shall mandatorily possess any one of the following insurance covers:

- i. Third Party Liability Insurance; or
- ii. Comprehensive General Liability Insurance (CGLI); or
- iii. Tour Operator Liability Insurance.

In addition, Adventure Tour Operators are strongly advised to maintain the following insurance covers:

- iv. Personal Accident (PA) and Group Medical Cover (GMC) for their staff;
- v. Directors and Officers (D&O) Liability Insurance;
- vi. Errors and Omissions (E&O) Liability Insurance; and
- vii. Professional Liability Insurance cover for any independent guides or instructors engaged by the Operator.

The Operator shall ensure that all applicable insurance policies remain valid and in force for the entire duration of the Contract Period.

Operators' Personnel and Staff – Insurance Requirements

a. All Personnel and Staff:

The Operator shall obtain and maintain, at its own cost, appropriate client's liability and workers' compensation insurance in respect of its Personnel in accordance with the relevant provisions of applicable law. The Operator shall also ensure that such Personnel are covered under suitable life, health, accident, travel, or any other insurance policies as may be necessary or appropriate for the nature of the activities undertaken.

b. Adventure Professionals:

All adventure professionals engaged by the Operator shall mandatorily possess accidental insurance coverage that expressly includes adventure, extreme, or hazardous activities. The accidental insurance policy shall, at a minimum, provide coverage for:

- i. Death and Permanent / Partial Disabilities;
- ii. Accidental hospitalization;
- iii. Basic medical evacuation; and
- iv. Repatriation cover.

A more comprehensive insurance coverage is encouraged and may include, inter alia, advanced treatment cover, air evacuation cover, third-party liability cover, sickness and medical coverage, advance financial support for family members, and travel insurance coverage.

Insurance Coverage for Clients / Participants

The Operator shall ensure that all clients / participants undertaking water sports and adventure activities are covered under an appropriate accident insurance policy. The policy shall mandatorily provide accidental protection or coverage for the following:

- i. Death and Permanent / Partial Disabilities;
- ii. Accidental hospitalization; and
- iii. Basic medical evacuation.

In addition to the above minimum requirements, the Operator is encouraged to obtain more comprehensive insurance coverage, which may include:

- iv. Advanced casualty evacuation, including air / helicopter rescue;
- v. Coma cover; and
- vi. Financial coverage for emergency contingencies.

All insurance coverage for clients / participants shall be in accordance with the Indian Adventure Tourism Guidelines, Version 2.0 – 2018, issued by the Ministry of Tourism, Government of India, in association with the Adventure Tour Operators Association of India (ATOAI), and any subsequent amendments thereto.

The Operator shall maintain valid insurance policies for the entire duration of the Contract Period and shall furnish documentary proof of such coverage to the Authority upon request.

viii. Licenses, Clearances and Approvals

- i. The Operator shall be solely responsible for obtaining all necessary sanctions, licenses, consent, clearances, approvals etc. for the successful operation and management of Water Sports and adventure activities. The Operator shall be responsible for keeping such documents effective and in force at all material times throughout the term of the Assignment.
- ii. The Authority shall facilitate the Operator on a best effort basis in obtaining the necessary sanctions consent, clearances and approvals for this assignment. However, the Operator shall be solely responsible for obtaining technical qualification such as licenses, certification, etc.
- iii. The scope of “Licenses, Clearances and Approvals” shall include all applicable statutory permissions required for undertaking the adventure activities under the Project, including but not limited to:
 - a) Permissions and compliances under the Jharkhand Boat Rules – 2014 for water sports activities; and
 - b) NOC / permits from the Civil Aviation Department, Government of Jharkhand, and any other

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applicable aviation regulatory authorities for aero / air adventure sports

Cleanliness: The Operator shall be responsible for cleanliness in the areas of operation.

Non-exclusivity: The Operator is not assured of any exclusivity at any point in time over the entire duration of the agreement.

Sub-Contracting: The Operator shall not sub-contract any other party for the operation of adventure activities.

The Authority may appoint an independent expert to monitor and evaluate the adventure activities being operated by the Operator.

Waste Management: The Operator shall work with the Client to ensure segregation of waste as per local laws and undertaking of waste management measures.

The Operator shall carry out the activities in accordance with the aesthetics, public peace, and tranquility of the project site.

ix. Permissions:

- a) All sanctions, permissions, no objections, letters of intent, consent, licenses, clearance, approvals etc. shall be obtained by the selected agency at their cost and such document shall be kept effective and in force at all material times throughout the operation period. DOT. will facilitate the process of paperwork with govt agencies.
- b) The selected agency has to confine his activities only within the specified area handed over to them by DOT.
- c) All costs, charges, including stamp duty and registration charges, etc. shall be borne by the selected bidder / operator.
- d) The DOT. will not be vicariously liable for any act of the selected agency and the selected agency shall alone be liable for violation of any law and the selected agency agrees to indemnify the DOT. from all claims.
- e) The Operator will have to follow the acts, norms and guidelines laid down by the State Government and Central Government for operations, cleanliness, insurance and safety.
- f) The Operator must adhere to applicable guidelines for adventure sports under the Indian Adventure Tourism Guidelines, Version 2.0 – 2018 (or revisions thereof) launched by Ministry of Tourism, Government of India along with Adventure Tour Operators Association of India. An overview of these guidelines has been provided in Annexure 2. The Operator must review the guidelines in their entirety and ensure that they are updated on the latest norms and guidelines. The Operator shall be solely responsible for compliance with applicable norms, guidelines, regulations and laws and agrees to indemnify and hold harmless the Authority against all claims arising from undertaking this assignment.
- g) The Authority reserves the right to amend the list of activities by appending or removing the activities to be conducted at the location.
- h) All employees of the Operator working shall have identity cards with photographs duly attested by the relevant authority and will be displayed as chest badges while working. The Authority shall facilitate the Operator in obtaining the identity cards from the relevant authorities.
- i) The Operator shall make all necessary arrangements for safety and keep a rescue team available during operation of adventure activities.

x. Standard Operating Procedure:

The Operator must maintain and update the Standard Operating Procedure (SOPs) for their operations. Besides covering the methodologies that are adopted by the Operator in organizing the activity, such as assessing medical condition and experience, procedure for conduct of the activity, avoidance of injury, safety precautions, communication, weather, procedure for emergencies, casualty evacuation, incident and accident reporting and feedback mechanism. Additionally, the SOPs must include an Emergency Action Plan (EAP) including rescues, evacuations and medical assistance must be in position. Staff/guides/drivers must be trained in all aspects of the Emergency Action Plan (EAP) periodically

xi. Documentation:

The Operator must maintain, at the minimum, the following documentation –

- a) Details of all Guides and Instructors including, copies of certifications, record of experience and feedback from Authority.
- b) Copies of all Permits, Permissions and Insurance required for operations.
- c) Copies of identification documents, Insurance cover, medical concerns and details of next of kin for all participants, guides and instructors.
- d) Copy of SOPs.
- e) Current list of emergency contact numbers and Emergency Action Plan.

In case of any event of accident/ mishap/ casualty at the location shall be sole responsibility of the Operator. The Operator is obligated to provide basic first aid and arrange for a transport to the pre-identified nearest casualty hospital for further treatment of the affected person.

The Operator shall be fully responsible for fire / theft / damage etc of the equipment.

xii. Manpower

- a) The Operator shall make available a strong multi-disciplinary team comprising of the necessary manpower of minimum 2 trained personnel per activity with valid licenses and experience to undertake the agreed upon adventure activities during the entire term of the Assignment. The Operator shall recruit, manage, and train all staff required for the assignment, including instructors, operators, guides and other necessary manpower.
- b) All manpower engaged by the Operator for providing services under this assignment must have necessary the certifications / licenses / qualifications and experience for providing related adventure activities. The Operator shall submit the CV, photographs and copies of qualifications / certifications of all manpower engaged by the Operator for the assignment. The Authority may undertake necessary verifications for the Operator's manpower at their discretion.
- c) The instructors and guides proposed by the Operator shall have necessary certification for Life- saving Techniques and First Aid / CPR from ATOAI / GETHNAA / NIWS / IMF/ NIM / HMI / NOLS or equivalent certification agency. Additionally, instructors and guides

- should be certified by a competent authority for undertaking the respective activities for which they have been proposed.
- d) The Operator shall be responsible for the supervision, execution, and successful implementation of the Services. The Operator agrees to commit adequate skilled manpower resources to meet its obligation as per the scope of work.
 - e) The Operator shall be liable to pay the salaries, leaves, wages, and all other required benefits and legal dues payable to the manpower engaged by them. The Operator shall also comply with each and every provision of law applicable to their staff and employees.
 - f) The Operator's personnel shall be deployed at the project site. However, the Team Lead and necessary personnel should be available for the monthly review meeting. Additionally, they should make themselves available for any other meetings as notified at least 3 days in advance by the Authority.
 - g) The Operator shall submit the profile of all functionaries to the Authority for approval before the commencement date of the assignment. In the event of any change of any of the identified team members during the term of this Assignment, the same is to be conveyed to the Authority in advance along with details of the new team member identified as a replacement. The new team member may be deployed only after approval of the Authority.
 - h) The Operator shall ensure that the staff and key personnel are available to the Authority as and when required by the Authority and should be obliged to work closely with the Authority's staff, act within its own authority and abide by directives issued by the Authority. The Operator shall manage the activities of its personnel and will hold itself responsible for any misdemeanor.
 - i) If the performance of any resource of the Operator is not up to the satisfaction of the Authority or if any such staff misbehaves with any tourist(s) during the performance of the given assignment, the Operator shall, on the advice of the Authority, remove such resource immediately without expressing any objection to the Authority in any manner.
 - j) No staff of the Consultant, at any stage, is entitled to claim being employee of the Authority or stake claim for employment by the Authority.

xiii. Ticketing, Booking

The Selected Operator shall be responsible for establishing and managing a transparent, secure, and efficient ticketing and booking system for all adventure activities conducted under the Adventure Sports Festival. The scope shall include, but not be limited to, the following:

1. Physical Ticketing Counter

- i. Establishment of clearly identifiable and properly branded ticketing counters at each designated activity location.
- ii. Deployment of trained personnel for ticket issuance, booking confirmation, queue management, and customer assistance.
- iii. Installation of necessary infrastructure including computers, printers, internet connectivity, POS

machines, and QR code-based payment systems.

iv. Display of approved activity rates, safety instructions, terms & conditions, and refund policy at the ticketing counter.

2. Online Booking & Integration

i. Provision of an online booking facility for advance and on-the-spot reservations.

ii. Integration of ticketing with an official tourism portal or designated online link as may be directed by JTDC / Directorate of Tourism.

iii. Generation of e-tickets with unique booking IDs and QR codes for verification at activity sites.

iv. Real-time availability management and booking confirmation system.

v. Secure digital payment gateway supporting UPI, debit/credit cards, net banking, and other approved modes of payment.

3. Compliance & Audit

i. The Operator shall ensure full transparency in ticketing and revenue collection.

ii. All records shall be subject to inspection and audit by JTDC / Directorate of Tourism or any authorized agency.

iii. Any discrepancy or suppression of revenue shall attract penal action as per the Contract Agreement.

4. No Additional Cost to Authority

The entire cost of establishing, operating, and maintaining the ticketing system (physical and online) shall be borne by the Operator.

xiv. Revenue Collection

- a) The Authority shall have the right to fix, demand, collect, appropriate and revise the prices for the adventure activities. The Operator may provide inputs for determination of the appropriate pricing for adventure activities.
- b) The Authority shall be responsible for collection of fees / usage charges from customers who intend to undertake adventure activities and shall provide tickets / vouchers to the customers after receipt of payment. The Authority shall appoint the required manpower for online and offline ticketing.
- c) The Operator shall not collect any fees or usage charges from the customers and shall honour the ticket / vouchers provided by the Authority.
- d) The Operator shall ensure that they do not make any unauthorized usage of the infrastructure at the properties.
- e) The Directorate of Tourism (DoT) shall deploy its designated personnel at the ticketing counters (both online and offline) who shall be solely responsible for collection, handling, accounting, and reconciliation of all fees / usage charges from customers undertaking the adventure activities. All revenue collection shall remain under the exclusive control and authority of DoT.
- f) The Operator shall provide, at its own cost, the necessary supporting infrastructure at the designated ticketing locations, including but not limited to suitable space (where required within the activity area), basic furniture, power supply, internet connectivity (if applicable), display boards

of approved tariffs, and queue management arrangements, to facilitate smooth functioning of the ticketing operations.

- g) The Operator shall not interfere with or participate in revenue collection activities and shall extend full cooperation to the personnel deployed by DoT for ticketing and revenue management purposes.

xv. Quality Assurance:

The Selected agency shall install necessary equipment's and should ensure they are of good quality conforming to international standards. The Selected agency should furnish quality certificate from competent authority for these equipment's.

Poor spare parts, if any, should be replaced immediately and safety certificate with validity should be obtained from the authorized State Govt. Safety Officer and produced before operation.

xvi. Reporting Requirement

Monthly Meeting

The Team Leader along with other key personnel of the operator shall meet with point of contact identified by the Authority at least once a month to review the Operator's performance, discuss the work plan for the coming month and address any challenges being faced by the Operator.

xvii. Obligations of Selected Operator

- a) The Operator shall follow the GOVERNMENT OF INDIA, MINISTRY OF TOURISM GUIDELINES FOR RECOGNITION / RENEWAL OR EXTENSION AS AN APPROVED ADVENTURE TOUR OPERATOR (ATO) [Revised with effect from 2nd January 2012] or as amended from time to time.
- b) The Operator shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials, and methods. The Operator shall always act, in respect of any matter relating to the Services, as a faithful advisor to the Authority and at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.
- c) The Operator is solely responsible for ensuring safe operation of adventure sports activities and managing associated risks. This should be achieved through careful supervision, training, instruction and information. On the basis of risk assessment, Operator shall take reasonably practicable measures to ensure the safety of participants, including safety devices and protocols designed to limit the risk or consequences of falls, collisions or any accidents / mishaps.
- d) The Operator must demonstrate a good understanding of the Authority's business and sales objectives. The Operator shall ensure the quality of services provided by them is

commensurate with the Authority's brand and enhances the Authority's reputation as a high-quality and trustworthy tourism services provider.

- e) The Operator is expected to familiarise themselves on Government issued acts, rules, notifications, and guidelines for safe operation of Water Sports activities. The Operator is solely liable for ensuring that they adhere to any such acts, rules, notifications, and guidelines issued by the Government of India or the Government of Jharkhand.
- f) The Operator shall provide the Authority with prompt written notice of the occurrence of any event which could jeopardize or materially impact its ability to perform its obligations for the Assignment in a timely manner.
- g) The Operator, during the period of contract, will observe all statutory laws as laid down from time to time.
- h) The Operator shall be wholly and fully responsible for the safety and lives of the customers and staff.
- i) The Operator will endeavor to guard the Authority against defects and deficiencies in the work.
- j) The Operator will maintain a high level of professional ethics and will not act in any manner, which is detrimental to the Authority's interest and maintain confidentiality on matters disclosed.
- k) The Operator will not generate any financial liabilities or encumbrance on the Authority from its subcontractors, banks or other financial agencies and material suppliers.
- l) The Operator shall render such other professional services as are necessary and incidental to the satisfactory completion of the work.
- m) The Operator understands that this agreement is on a principal-to-principal basis and it does not constitute any partnership or agency between the parties. The Operator alone will be responsible for his employees or third parties for any injury caused to them due to the work of the Consultant. Further if any claim is made against the Authority for the aforementioned reasons, he will keep the Authority duly indemnified.
- n) The Operator shall provide the Authority with prompt written notice of any changes in the Operator's name, ownership, or form of organisation.

xviii. Reserved Rights of the Authority

- a) The Authority assumes that the Operator has complete clarity and understanding of the scope and objective of the assignment. The quoted financial bid will be considered exclusive of all expenses including applicable taxes and out of pocket expenses.
- b) The Authority approval or review of reports shall not absolve the Operator from the responsibility and accountability of delivery of the assignment with quality.
- c) The Authority shall not be liable to the selected Agency for any lost revenue, lost profits or other incidental or consequential damages arising out of the performance of this Contract.

- d) The Authority will not be vicariously liable for any act of the Operator and the Operator shall alone be liable for violation of any law. The Operator agrees to indemnify the Authority from all claims.
- e) No waiver by the Authority of failure or failures by the Operator to perform any provision of this Assignment shall operate or be construed as a waiver in respect of any another or further failure whether of a like or different character/nature.

xix. Marketing & Promotional Activities:

The Selected bidder shall be responsible for end-to-end digital promotion, online marketing, and tourism branding for Directorate of Tourism& JTDC, by way of promoting the “Adventure Sports Festival” through the following activities:

Sl. No.	Activities	Description / Requirement
1	Digital Banner Promotions	Promotion of Adventure Tourism Festival through digital banner placements on travel portals, social media platforms, and relevant online channels to drive awareness and event participation.
2	Social Media Campaigns	Creation and promotion of activity-focused content (Hot Air Ballooning, Water Sports, Aero Sports, Land Adventure) through posts, reels, short videos, and stories highlighting live experiences and safety standards.
3	Paid Digital Advertising	Execution of targeted paid campaigns (Google, Meta, YouTube) focusing on adventure seekers, youth groups, families, and travel enthusiasts to drive event footfall.
4	Influencer & Travel Creator Outreach	Collaboration with travel bloggers / adventure influencers for on-ground coverage and live activity promotion during the festival period.
5	Email & Database Marketing	Targeted promotional mailers to adventure tourists, travel agents, and past visitors highlighting activity schedules and booking details.
6	App & SMS Notifications	Targeted push notifications and SMS campaigns to promote event dates, limited-time offers, and featured adventure activities.
7	On-Ground Branding & Visibility	Display of event branding at high footfall areas, transit points, and key tourism locations to enhance physical visibility.
8	Engagement & Participation Drives	Conduct contests, early-bird booking offers, group discounts, and referral promotions to increase registrations and visitor turnout.

Sl. No.	Activities	Description / Requirement
9	Footfall Enhancement Strategy	Implementation of measurable strategies aimed at increasing visitor footfall, including targeted campaigns in nearby cities, weekend traffic push campaigns, and tie-ups with travel aggregators.

xx. Detailed Pilot Project Report (DPPR)

The Selected Bidder shall also be responsible to submit a Pilot upon completion of the adventure sports activities conducted during the festival period at the nominated tourist destinations in the State of Jharkhand, the Selected Agency shall be mandatorily required to prepare and submit a **Detailed Pilot Project Report (DPPR)** to the DOT.

The Pilot Project Report shall be submitted within a period of 15 days from the conclusion of the festival, or such extended period as may be permitted by the Directorate of Tourism in writing.

The Pilot Project Report shall, inter alia, include the following:

1. Operational Overview

- 1.1 Details of adventure sports activities conducted during the festival;
- 1.2 Locations covered, duration of operations, and type of equipment deployed.

2. Participation and Footfall Analysis

- 2.1 Estimated number of participants and visitors;
- 2.2 Demographic insights and visitor engagement trends.

3. Safety, Risk and Compliance Assessment

- 3.1 Safety measures adopted;
- 3.2 Incidents, if any, and mitigation strategies employed;
- 3.3 Compliance with applicable safety norms and guidelines.

4. Financial and Commercial Assessment

- 4.1 Indicative cost incurred for festival-based operations;
- 4.2 Revenue potential, if applicable;
- 4.3 Cost-benefit analysis for continuation on a regular basis.

5. Infrastructure and Logistics Evaluation

- 5.1 Suitability of locations for permanent or periodic adventure sports activities;
- 5.2 Infrastructure gaps and improvement requirements.

6. Manpower and Training Assessment

- 6.1 Requirement of trained personnel for regular operations;
- 6.2 Capacity-building and training needs for local stakeholders.

7. Feasibility and Sustainability Recommendations

7.1 Technical, financial, operational, and environmental feasibility of carrying out adventure sports activities on a regular or recurring basis;

7.2 Recommendations on scalability, sustainability, and implementation models.

The Pilot Project Report submitted by the Selected Agency shall be evaluated by the Directorate of Tourism for the purpose of assessing the feasibility of introducing adventure sports activities on a regular, seasonal, or permanent basis at the identified destinations.

Appendix I

Annexure-I: Letter Comprising the Bid for Qualification

(On bidder letterhead)

To
The Director
Directorate of Tourism
MDI Building, 2nd Floor, HEC Campus
Dhurwa Ranchi-834004, Jharkhand.
Email: dirjharkhandtourism@gmail.com

Sub: *Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.*

Dear Sir,

1. With reference to your RFP document no _____ dated _____, I, having examined the Bidding Documents and understood its contents, hereby submit my/our Bid for the Project (the “**Project**”). The Bid is unconditional and unqualified.
2. I acknowledge that the Authority will be relying on the information provided in the documents accompanying such Bid for qualification of the Bidders for the aforesaid project, and we certify that all information provided therein is true and correct; nothing has been omitted or suppressed which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for operation, maintenance and management of the aforesaid Project.
4. I shall make available to the Authority any additional information it may find necessary or required to supplement or authenticate the Bid.
5. I acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I certify that in the last 3 (three) years, I 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.
7. I declare that:
 - a. I have examined and have no reservations to the Bidding Documents, including any Addendum/corrigendum issued/ to be issued by the Authority;
 - b. I do not have any conflict of interest in accordance with this RFP document;

- c. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by any public sector enterprise or any government or concerning any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d. I hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with this RFP document.
 - 9. I believe that we satisfy the minimum Annual Turnover criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
 - 10. I certify that in regard to matters other than security and integrity of the country, I certify that we or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 - 11. I certify that in regard to matters other than security and integrity of the country, we or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
 - 12. I further certify that no investigation by a regulatory authority is pending either against us or against our/ their Associates or against our CEO or any of our directors/ managers/ key employees².
 - 13. I further certify that we or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (PPP or otherwise), and no bar subsists as on the date of Bid.
 - 14. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred above or any other provisions of this RFP, we shall intimate the Authority of the same immediately.
 - 15. I hereby irrevocably waive any right or remedy which we may have at any stage in law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, or in connection with the selection/ Bidding

² In case the Bidder is unable to provide certification regarding any pending investigation as specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for award hereunder.

Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

16. In the event of my/ our being declared as the Selected Bidder, I agree to enter into a Draft Authorization Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
17. I have studied all the Bidding Documents carefully and also surveyed the Project Site. We understand that except to the extent as expressly set forth in the Draft Authorization Agreement, 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 relating to the Bidding Process including the award of Authorization.
18. The Statement of Legal Capacity as per format provided at Appendix I Annexure VI of the RFP document, and duly signed, is enclosed.
19. The power of attorney for signing of application as per format provided at Appendix I Annexure VII of the RFP, are also enclosed.
20. I / We herewith submit a Bid Security of INR _____ (Indian Rupees _____ only) to the Authority in accordance with the RFP Document.
21. The Bid Security in the form of online payment, is attached.
22. I certify that in terms of the RFP, we meet the Technical Capacity in Clause 2.2 of the RFP document and the specified documents in this RFP, have been submitted.
23. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
24. The Financial Quote has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Draft Authorization Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
25. I agree and undertake to abide by all the terms and conditions of the RFP document.
26. I certify that in terms of the RFP, minimum Annual Turnover during each of the last three Financial Years preceding Bid Due Date is INR INR _____ (Indian Rupees in words).
27. I confirm that the bid shall remain valid for a period of 180 (one hundred and twenty) days from the Bid Due Date extendable by another 60 (sixty) days at the sole discretion of the Authority.
28. I hereby undertake to submit this Technical Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Draft Authorization Agreement.

In witness thereof, I submit this Bid under and in accordance with the terms of the RFP document. The list of documents being submitted along with the Bid is listed below.

Yours faithfully,

Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.

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Date:

(Signature, name and designation of the Authorised Signatory)

Place:

(Name and seal of the Bidder)

Note: This Paragraphs in curly parenthesis {} may be omitted by the Bidders, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

Appendix I

Annexure- II: Details of the Bidder

(in case of consortium for each member of the Consortium)

(on bidder letterhead)

1. Details of the Bidder

- a. Name:
- b. Country of incorporation:
- c. Type of entity: Sole Proprietorship / Company / Partnership Firm / Limited Liability partnership
- d. Registered address:
- e. Address of the corporate headquarters and its branch office(s), if any, in India:
- f. Date of incorporation and commencement of business:
- g. Incorporation / Registration Number³ :
- h. Copy of GST registration certificate

2. Information about the Bidding Entity

Single	Status (Firm/ LLP/ Company, Others)	Documentary Proof (Refer Note below)
Single		

Note: Documents to be submitted towards documentary proof for different type of Bidder:

- Company: Certificate of Incorporation, Memorandum of Association & Article of Association, Registration certificate under Shop & Establishment, Income Tax Return for the past 3 years preceding the Bid Due Date, GST Certificate.
- LLP: Certificate of Incorporation, copy of the LLP Agreement filed to the ROC, Income Tax Return for the past 3 years preceding the Bid Due Date, GST Certificate.
- Partnership Firm: Duly notarized Partnership deed, Updated Trade License clearly showing the validity of the same as on the Bid Due Date, Registration certificate under Shop & Establishment, Income Tax Return for the past 3 years preceding the Bid Due Date, GST Certificate.
- Companies established outside India: Foreign company to provide certification of incorporation as incorporated under the Applicable Laws of its origin. The document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the certificate is being issued. However, the certificates provided by the Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if they carry a conforming apostille certificate.
- Proprietorship Firm: Updated Trade License clearly showing the validity of the same as on the Bid Due Date, Registration certificate under Shop & Establishment, Income Tax Return for the past 3 years preceding the Bid Due Date, GST Certificate.

3. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:

³Where not applicable, PAN details to be provided

4. Details of individual(s) who will serve as the point of contact for any communication by the Authority:

- a. Name:
- b. Designation:
- c. Company:
- d. Address:
- e. Telephone Number/Mobile No:
- f. E-Mail Address:
- g. Fax Number:

5. Particulars of the Authorised Signatory of the Bidder:

- a. Name:
- b. Designation:
- c. Company:
- d. Address:
- e. Telephone Number/Mobile No:
- f. Fax Number:

6. The following information shall also be provided for the Bidder:

Name of Bidder: _____

S. No.	Criteria	YES	NO
1	Has the Bidder been blacklisted / barred [§] by the Central/ State Government, or any Public Sector Undertaking / Corporation, from participating in any project (PPP or otherwise)?		
2	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last 3 (three) years?		

7. A statement by the Bidder or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).:

Note:

- *All the provisions in curly parenthesis {} may be suitably modified by the Bidders to reflect particulars relating to such Bidder.*
- *[§] or has been declared by the Authority as non-performer / blacklisted.*

Signature of Authorised Signatory
Stamp of Bidder

Appendix I
Annexure III: Technical Capacity of the Bidder
(On Bidder's Letterhead)

To
The Director
Directorate of Tourism
MDI Building, 2nd Floor, HEC Campus
Dhurwa Ranchi-834004, Jharkhand.
Email: dirjharkhandtourism@gmail.com

Sub: *Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.*

Projects

Project	Client	Scope of Work (Activities undertaken)	Duration	Year (from & to)	Client Certificates (Completion Certificate/ Substantial Completion Certificate) and work order

Manpower

Sl No	Name	Field (Area of Expertise)	Number of Years of Experience	Adventure Activities Conducted	Licenses and Certificates

The Bidder to provide detailed CV with copy of certificates of the key personnel who will be responsible for undertaking Adventure Activities in the respective activities as mentioned under the Scope of Work.

Appendix I

Annexure IV: Financial Capacity of the Bidder

(in case of consortium for each member of the Consortium)

*Instruction: Refer to Clauses 2.2
(In INR crore^{\$})*

Name of the Bidder/ Applicant	Turnover		
	FY 2022-23	FY 2023-24	FY 2024-25

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:

- (a) reflect the financial situation of the Bidder;
- (b) be audited by a 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).

2. The Bidder shall provide an Auditor's Certificate specifying the Annual Turnover during each of the last three Financial Years preceding Bid Due Date.

3. In case the audited financial statement are not finalised for the FY 2024-25, the Bidder can submit the audited financial statement for the FY 2021-22, 2022-23 & 2023-24.

UDIN No: _____

Certificate from the Statutory Auditor

This is to certify that [name of Bidder] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation

Name of Bidding firm

Signature of Authorized Signatory

Seal of Audit firm

Annexure V: Declaration For Promotional Eligibility

(To be submitted on the letterhead of the Bidder, duly signed and sealed)

Sub: *Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.*

I/We, _____, _____, aged about _____ years, residing at _____, and carrying on business under the name and style of _____, having its registered office at _____ (hereinafter referred to as the "Bidder"), do hereby solemnly affirm and declare as under:

1. That I/We have carefully read and understood the provisions relating to Promotional Eligibility – Offline Promotional Eligibility as contained in the Request for Proposal (RFP) issued by the Department of Tourism, Government of _____.
2. That I/We possess the requisite experience, capability, and infrastructure to promote tourism activities, including adventure sports tourism, and to design and execute experience-oriented tourism tours for promotion of State tourism initiatives.
3. That I/We have worked for the promotion of tourism activities with at least _____ (number) International and/or National Tourism Boards / Tourism Departments, details whereof are provided below:

Sl. No.	Name of Tourism Board / Department	Nature of Engagement	Period of Engagement

4. That in furtherance of the above engagements, I/We have undertaken activities including but not limited to:
- conceptualization and promotion of tourism campaigns;
 - design and execution of tourism and adventure sports itineraries;
 - organization and conduct of group tours; and
 - on-ground promotion and facilitation of tourism activities.
5. That I/We further declare that I/We have conducted at least (number) tourism

tours involving groups of more than ____ individuals for tourism activities involving adventure sports, during the last _____ months / years, details whereof are provided below:

Sl. No.	Tour / Program Name	No. of Participants	Period	Nature of Activities

6. That as proof of the above promotional eligibility, I/We have submitted along with the Technical Bid:
 - copies of agreements / appointment letters / engagement letters / MOUs or documents of similar nature executed with the International and/or National Tourism Boards / Departments, duly self-attested;
 - copies of billings raised for the specific tours conducted, along with corresponding entries reflected in the balance sheet and/or bank account, duly certified by the Bank; an
 - self-certified copies of the program itineraries for the tours conducted.
7. That all documents submitted by me/us in support of this declaration are true, genuine, and valid, and correspond to actual work undertaken by me/us.
8. That I/We understand that any misrepresentation, false statement, or suppression of material facts shall render the bid liable to rejection and may also result in forfeiture of Earnest Money Deposit and initiation of appropriate legal action, as deemed fit by the Department of Tourism, Government of ____.
9. That this declaration is furnished for the purpose of establishing my/our offline promotional eligibility under the RFP and shall form an integral part of the bid documents.

DECLARATION

I/We hereby declare that the statements made hereinabove are true and correct to the best of my/our knowledge and belief, and nothing material has been concealed therefrom.

Place: _____

Date: _____

Signature of the Authorized Signatory

Name: _____

Designation: _____

Seal of the Bidder

Appendix I
Annexure VI: Statement of Legal Capacity

(Instruction: To be forwarded on the letterhead of the Bidder)

Date: _____

To
The Director
Directorate of Tourism

MDI Building, 2nd Floor, HEC Campus
Dhurwa Ranchi-834004, Jharkhand.
Email: dirjharkhandtourism@gmail.com

Sub: *Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.*

Dear Sir,

We hereby confirm that we satisfy the eligibility criteria and agree to abide by the terms and conditions laid out in the RFP document.

We have agreed that _____ (insert individual's name) will act as our representative/ will act as the representative of the firm and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of _____

Appendix I
Annexure VII: Power of Attorney for signing of Bid

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 bid for the ***** Project proposed or being developed by the ***** (the “**Authority**”) including but not limited to signing and submission of all applications, bids and other documents and writings, participating in bidders’ and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Draft Authorization Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Draft Authorization Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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, designation and
address of the Person Authorized
by Board Resolution (in case of
firms/ company), Partner in case of
Partnership firms

Witnesses:

- 1.
- 2.

Accepted

Notarised

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

Seal of Notary

Registration No. of Notary

Date:

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.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders 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.*
- *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, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961, are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Appendix I

Annexure VIII: Power of Attorney for Lead Member of Consortium⁴

Whereas the ***** (the “**Authority**”) has invited bids from qualified parties for the ***** Project(the “**Project**”).

Whereas,,and (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the LeadMember with all necessary power and authority to do for and on behalf of the Consortium, all acts,deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s, having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accepting the Letter of Award, participating in bidders’ and other conferences, responding to queries, submitting information/ documents, signing and executing contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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/ Consortium.

⁴To be submitted in original.

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

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

Notarised

1.

2.

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.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders 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.*
- *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, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Appendix I

Annexure IX: List of Equipment Compliance

(Instruction : To be forwarded on the letterhead of the Bidder)

Date: _____

To
The Director
Directorate of Tourism
MDI Building, 2nd Floor, HEC Campus
Dhurwa Ranchi-834004, Jharkhand.
Email: dirjharkhandtourism@gmail.com

Sub: Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.

Activity	Equipment Name	Specification	Minimum number of Equipment	Compliance (Yes/No)
Hot Air Balloon	Balloon Envelop	Balloon Envelope (8-seater)	01	
	Burner System	Double Burner	01	
	Passenger Basket	T/Y Type	01	
	Fuel Tanks	Aviation Grade	06	
	Support Vehicles	All terrain	01	
	Ground Communication Equipment	VHF Aviation Radio Two-Way Radios (VHF/UHF)	02 04	
Para motoring	Para Motor	Paramotor with protection cage and netting	02	
	Glider & type	Certified Wing Area: 20-42 m ² , Wing Span - 10-14 meters, Material - Ripstop nylon or polyester fabric, line Material - Dyneema, Aramid (Kevlar), or Vectran with total line length of 6-8 meters	02	
	Engine	2-stroke / 4-stroke 250cc to 650cc	02	
	Parachute	Round/Cruciform/Rogallo/Steerable/Square/Ram-Air	02	
	Frame	Aluminum/titanium/composite Frame	02	
	Propeller	2-blade / 3-blade design Propeller	02	
	Extra Glider Fabric	Certified Wing Area: 20-42 m ² , Wing Span - 10-14 meters, Wing/Glider material - Ripstop nylon or polyester fabric, Line Material - Dyneema, Aramid (Kevlar), or Vectran with total line length of 6-8 meters.	01	
	Additional Engine (standby)	2-stroke / 4-stroke 250cc to 650cc	01	
	Winch Vehicle	1500 CC or Above, AWD/4WD	01	
	Ground support & backup vehicle (all terrain)	1500 CC or Above, AWD/4WD	01	

Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.

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Activity	Equipment Name	Specification	Minimum number of Equipment	Compliance (Yes/No)
	Tow Line	Trike/Integrated Harnesses with Load capacity of 200-300 kg breaking strength	02	
	Harness	Multiple sizes	06	
	Safety Helmet	EN 966/DOT/ISI - Open Face/Full-Face Helmets with Visor, Clear or tinted with Anti-fog coating	04	
Jeep Parasailing	Helmets	EN 966/DOT/ISI - Open Face/Full-Face Helmets with Visor, Clear or tinted with Anti-fog coating	06	
	System	Complete two system	02	
	Lead vehicle	1500 CC & above, All terrain AWD/4WD	01	
	Parasail Canopies	Single/Tandem, ram-air design, certified, 30-36 feet	04	
	Safety Harnesses	Full body harnesses, all sizes, quick-release, 1,135+ kg rated	06	
	Winch cables	Synthetic rope, 300-600 ft, rated for winch system, corrosion-resistant, reaking strength 4000 – 5000 Kg	01	
	Ground Communication Equipment	Two-way radios for vehicle, crew, and parasailor	02	
Water Parasailing	Parasailing winch boat	Purpose-built vessel, 200-350 HP, hydraulic winch system, capacity for crew and passengers	02	
	Parasail Canopies	Single/Tandem/Triple, ram-air design, 28-70 m ² , waterproof construction, bright colors	02	
	Tow Line System	300-800 ft, buoyant polypropylene rope, 1,200-2,500 kg breaking strength	01	
	Winch System	Hydraulic winch, 300-600 ft capacity, smooth ascent/descent control, emergency release	01	
	life jackets	Type III, adult and child sizes, sufficient quantity for all participants	04	
	harnesses	Full body harnesses, waterproof, quick-release mechanisms, all sizes	02	
	rescue tubes	rescue flotation devices, minimum 2 per boat	02	
	throw ropes	50-75 ft floating rescue rope, minimum 2 per boat	02	
	Communication & navigation equipment like handheld radios, megaphones,	VHF/handheld radios, megaphones, waterproof cases	04	
	Signalling flags, buoys, marker cones	Signal flags for parasail operations, diver down flags, Buoys for operation zone marking, marker cones, warning sign	01 Set	
Jet ski	Jet ski	1200 CC	02	
	life jackets	Type III, adult and child sizes, sufficient quantity for all participants	01	
	harnesses	Full body harnesses, waterproof, quick-release	02	

Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.

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Activity	Equipment Name	Specification	Minimum number of Equipment	Compliance (Yes/No)
		mechanisms, all sizes		
	rescue tubes	minimum 2 per boat	02	
	throw ropes	50-75 ft floating rescue rope, minimum 2 per boat	02	
	Communication & navigation equipment like handheld radios, megaphones,	VHF/handheld radios, megaphones, waterproof cases	04	
	Signalling flags, buoys, marker cones	Signal flags for parasail operations, diver down flags, Buoys for operation zone marking, marker cones, warning sign	01 Set	
Flyboard	Jet Ski	1800 CC, compatible with flyboard hose system, proper tethering points	01	
	Flyboards	Professional-grade flyboards or flyboard boots, adjustable bindings, hose system (15-20 meters), nozzle attachments	01	
	Rescue boat	Certified vessel with trained operator for rescue operations	01	
	wetsuits	Full body wetsuits, all sizes (XS-XXL), 3mm-5mm thickness depending on water temperature, neoprene material	02 (for all sizes)	
	Helmet	Water sports helmets, CE EN 1385 certified, all sizes, impact-resistant, drainage system	04	
	Knee and Elbow Pads	Protective padding for joints, waterproof, adjustable straps, suitable for water sports	01 set (for all sizes)	
	Water Shoes/Booties	Non-slip sole, ankle protection, neoprene construction, all sizes	01 set (for all sizes)	
	rescue tubes	40-50 inch foam tubes with shoulder straps, minimum 2 per operation	08	
	throw ropes	50-75 ft floating rescue rope with bag, minimum 2 per operation	04	
	Communication & navigation equipment like handheld radios, megaphones,	VHF/waterproof handheld radios, megaphones, waterproof cases	04	
	Signalling flags, buoys, marker cones	waterproof instruction cards (up, down, stop, emergency), Buoys for operation zone marking, marker cones, warning sign	01 Set	
Banana ride	Banana shaped boat	Inflatable banana boat (4–6 seater or 8–10 seater) with Manual + electric air pumps	02	
	Speed Boat	1000-1500 cc	01	
	Helmets	Water sports helmets, CE EN 1385 certified, all sizes, impact-resistant, drainage system	08	
	life jackets	Type III, adult and child sizes, sufficient quantity for all participants, with whistles	08	
	Rescue boat	Certified vessel with trained operator for rescue operations	01	
	throw ropes	50-75 ft floating rescue rope with bag,	04	

Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.

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Activity	Equipment Name	Specification	Minimum number of Equipment	Compliance (Yes/No)
		minimum 2 per operation		
	Safety briefing cards	Pre-Activity Waterproof safety briefing cards	10 Sets	
	Communication & navigation equipment like handheld radios, megaphones,	VHF/waterproof handheld radios, megaphones, waterproof cases	04	
	Signaling flags, buoys, marker cones	waterproof instruction cards (up, down, stop, emergency), Buoys for operation zone marking, marker cones, warning sign	01 Set	
	Oxygen cylinder	15 KG	01	
	Emergency Medical Assistance	First aid with Stretcher	01	

NOTE:

1. The bidder will have to place along with the technical bid the document as evidence of the ownership of the equipment, which shall be proven by way of Self certified Purchase bills. The said document in proof has to be by the owner.
2. If the bidder does not own the equipment, he will have to place along with the technical bid the duly executed lease deed of the equipment or a duly executed agreement of tie up with the owner of the equipment. A document can be said to be duly executed if the same is notarized and adequately stamped.
3. In case the bidder is not the owner of the equipment then along with the document required in Note #2 above the bidder will also have to submit a self-declaration letter along with Annexure IX signed and sealed by the owner stating that the lease deed or agreement of tie up is valid for the entire duration of the project.
4. In case the bidder is not the owner of the equipment then along with the document required in Note #2 above the bidder will also have to submit the document as evidence of the ownership of the equipment of the person he has the agreement or lease deed with as per Note #2 above, it is clarified that the document as evidence of ownership will be the document as required under Note 1 above, it is clarified that the same has to be self-certified by the parties to the agreement and the actual owner.

Appendix I

Annexure X: Operative Capability Compliance

(Instruction : To be forwarded on the letterhead of the Bidder)

Date: _____

To
The Director
Directorate of Tourism
MDI Building, 2nd Floor, HEC Campus
Dhurwa Ranchi-834004, Jharkhand.
Email: dirjharkhandtourism@gmail.com

Sub: *Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.*

The eligible bidder should along with the equipment should also possess the following minimum operative expertise and safety standards for conducting the adventure sport activities.

Categories	Activity	Expertise	Specifics	Minimum Standard of Expertise in case of license, permission, certification	Number of operators and minimum qualification in case of manpower	Compliance (Yes/No)
Aero	Hot Air Ballooning	1. Compliance	1.1. DGCA Compliance norms for Balloon Envelope	DGCA Air worthiness approval certificate	02	
			1.2 Burner System	DGCA approval certificate	02	
			1.3. Passenger Basket	Air worthiness approval certificate	02	
		2. Pilot	2.1. License	DGCA issued	02	
			2.2. Hours	>100 hours	>200 hours	
		3. Ground Support	3. Trained Support & Rescue Personnel	Trained Support/Rescue personnel	04	
		4. Rescue	4. Type of Support & Rescue equipment	Op worthiness certification, duly self-certified, Support/Rescue vehicle's fitness certificate by RTO		

Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.

Land	Para Motoring	1. Compliance	1. 1. Compliance	Approval by State Tourism and District Administration along with Local Police NOC	02 certified Pilots for Tandem flights	
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Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.

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Categories	Activity	Expertise	Specifics	Minimum Standard of Expertise in case of license, permission, certification	Number of operators and minimum qualification in case of manpower	Compliance (Yes/No)
			1.2. Paramotor system	Fitness/certification for airworthiness, porosity, and structural integrity	02	
		2. Pilot	2.1. License	Certified Trained Pilots with Tandem rides	02	
			2.2 Hours	>100 Hours	01	
		3. Ground Support	3. Trained Support & Rescue Personnel	Trained in Basic First Aid + CPR by recognised medical institutes	02	
		4. Rescue	4. Type of Support & Rescue equipment	Cones & safety tape, Barricades & ropes	01	
				Op worthiness certification, duly self-certified,	01	
				Stretcher compatible Rescue vehicle's fitness certificate by RTO	01	
	Jeep Parasailing	1. Compliance	1. 1. (Authority) Compliance norms	Approval by State Tourism and District Administration along with Local Police NOC		
			1.2. Parasailing System	Fitness/certification for operations and structural integrity	02	
		2. Team	2.1. License/Certification	Minimum Instructor Grade	01	
			2.2 Hours/Rides/Time/Experience (whichever is more)	>14 years	01	
		4. Rescue	3. Trained Support & Rescue Personnel	Trained in basic First Aid + CPR by recognised medical institutes	02	
			4. Type of Support & Rescue equipment	Cones & safety tape, Barricades & ropes	01	

Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.

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Categories	Activity	Expertise	Specifics	Minimum Standard of Expertise in case of license, permission, certification	Number of operators and minimum qualification in case of manpower	Compliance (Yes/No)
				Op worthiness certification, duly self-certified, Stretcher compatible Rescue vehicle's fitness certificate by RTO	01 01	
Water sport	Boat Parasailing	1. Compliance	1. 1. Compliance norms	Written SOPs, Emergency Action Plan, Risk Assessment approved by local authority		
		2. Team	2.1. License	Valid Water-sports Operator License from local authority		
			2.2 No of activities/rides done so far	Minimum 100 Parasailing sessions	>100 Parasailing session	
		3. Ground Support	3. Trained Support & Rescue Personnel	Certified Lifeguards / Rescue Swimmers	Min 02 support staff per activity zone	
		4. Rescue	4. Type of Support & Rescue equipment	Rescue boat, life jackets, throw rings, first-aid kit	01 Rescue boat	
Water sport	Jet Ski	1. Compliance	1. 1. (Authority) Compliance norms	Written SOPs, Emergency Action Plan, Risk Assessment approved by local authority		
			1.2. System	OEM system with mandatory kill-switch Jet Ski Operator License / certification		
		2. Team	2.1. License	Valid Water-sports Operator License from local authority	01 operator per Jet Ski	

Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.

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Categories	Activity	Expertise	Specifics	Minimum Standard of Expertise in case of license, permission, certification	Number of operators and minimum qualification in case of manpower	Compliance (Yes/No)
			2.2 No of activities/rides done so far	Minimum 100 Flyboard sessions	Minimum 200 Jet Ski rides experience	
		3. Ground Support	3. Trained Support & Rescue Personnel	Certified Lifeguards / Rescue Swimmers	01 rescue staff per 2 Jet Skis	
		4. Rescue	4. Type of Support & Rescue equipment	Rescue boat, life jackets, throw rings, first-aid kit	Licensed Rescue boat operator	
Water sport	Flyboarding	1. Compliance	1.1. (Authority) Compliance norms	Special permission due to high-risk activity, Approval by State Tourism and District Administration along with Local Police NOC		
			1.2 System	Manufacturer-approved equipment & SOP		
		2. Team	2.1. License/Certificate	Flyboard Instructor & Guide	01 + 01	
			2.2 No of activities/rides done so far	Minimum 100 Flyboard sessions	>150 Flyboard sessions	
		3. Support	3. Trained Support & Rescue Personnel	Certified Lifeguard + Jet Ski rescue operator	01 Lifeguard per rider	
		4. Rescue	4. Type of Support & Rescue equipment	Jet Ski rescue, helmet, impact vest, radio	01 set	
Water sport	Bananaride	1. Compliance	1. 1. Compliance norms	Approved towing activity, Approval by State Tourism and District Administration along with Local Police NOC		
			1.2 System	Max rider limit displayed, briefing mandatory		
		2. Team	2.1. License	Licensed Speed Boat Operator	01 Licensed boat operator	

Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.

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Categories	Activity	Expertise	Specifics	Minimum Standard of Expertise in case of license, permission, certification	Number of operators and minimum qualification in case of manpower	Compliance (Yes/No)
			2.2 No of activities/rides done so far	Minimum 100 incident free rides	> 150 towing rides	
		3. Ground Support	3. Trained Support & Rescue Personnel	Lifeguard trained in mass rescue	2 trained support & rescue staff	
		4. Rescue	4. Type of Support & Rescue equipment	Tow rope cutter, rescue boat, life jackets with whistle,		
Water Sports	Paddle Board			Operator shall ensure availability of a minimum of 02 (two) Stand-Up Paddle Boards (SUPs) of commercial grade, along with paddles, leash, and necessary safety gear such as life jackets and helmets, as applicable. The Operator shall also ensure deployment of trained personnel and compliance with applicable safety guidelines for Paddleboarding operations.		
Water sport	Bumper Ride	1. Compliance	1.1. (Authority) Compliance norms	Approved towing activity, Approval by State Tourism and District Administration along with Local Police NOC		
			1.2 System	Manufacturer-approved equipment with Max rider limit clearly displayed		
		2. Team	2.1. License	Licensed Speed Boat Operator	01 Licensed boat operator	
			2.2 No of activities/rides done so far	Minimum 100 incident free rides	>150 towing rides	
		3. Ground Support	3. Trained Support & Rescue Personnel	Lifeguard trained in mass rescue	2 trained support & rescue staff	

Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.

		4. Rescue	4. Type of Support & Rescue equipment	Rescue boat, Tow rope cutter, life jackets	01 set	
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NOTE:

1. The bidder will have to place along with the technical bid the document as evidence of possessing the expertise (client to provide which document can they provide in case of they having the expertise, like in case of manpower of pilots or operators document like retainers' agreement or employment contract).
2. If the bidder does not have the expertise on his own, he will have to place along with the technical bid the duly executed agreement of tie up with the person having the expertise. A document can be said to be duly executed if the same is notarized and adequately stamped.

3. In case the bidder is not himself having the expertise then along with the document required in Note #2 above the bidder will also have to submit a self-declaration letter signed and sealed by the owner stating that the agreement of tie up is valid for the entire duration of the project.

4. The bidder will also have to submit the copies of the certificates, licenses, permissions duly self-certified by the person or organization in whose favor the same is issued and if issued to public at large then self-certified by the bidder.

5. Certifications issued by the Directorate General of Civil Aviation (DGCA) or any internationally recognized and equivalent aviation regulatory authority shall be considered acceptable, subject to such certifications being valid, current, and compliant with applicable laws and safety standards in India. However, the Operator shall ensure that all operations within India comply with the prevailing regulatory requirements, and any additional approvals, validations, or permissions required from DGCA or relevant State / Central authorities shall be obtained prior to commencement of operations.

Appendix- II

Annexure I- Format for Financial Proposal

To be submitted ONLINE only

To
The Director
Directorate of Tourism
MDI Building, 2nd Floor, HEC Campus
Dhurwa Ranchi-834004, Jharkhand.
Email: dirjharkhandtourism@gmail.com

Sub: Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.

1. We are pleased to quote our Fees offered for **Selection of Agency for Development, Operation and Management of Adventure Sports and Leisure Activities under Adventure Festivals at various locations in the State of Jharkhand.** IN _____” for the scope of work for the entire period for the above-mentioned Assignment.

Part-A: Total Project Fee

Sl. No.	Particulars	Amount (₹)
1	Total Operational Cost for 120 days (PART-B)	
2	Total Promotional Cost for the Event (PART-C)	
3	Total Project Cost (PART-A) (B+C)	
	Total Project Cost (PART-A) (in words)	

Remarks:

- i. The **Total Project Cost (Part-A)** shall be calculated as the sum of:
Part-A = Part-B (Operational Cost) + Part-C (Promotional Cost)
- ii. The Financial Bids shall be evaluated based on the **lowest Total Project Cost (Part-A)**.
- iii. The Bidder quoting the **lowest Total Project Cost (L1)** shall be declared the Preferred Bidder, subject to meeting all technical qualification criteria and other conditions of the RFP.
- iv. In case of any discrepancy between figures and words, the amount quoted in **words shall prevail**.
- v. The quoted amount shall be treated as a **lump-sum comprehensive price** for the entire scope of work and shall not be subject to escalation or additional claims during the contract period.

Part-B: Total Operational Cost for 120 days

Sl. No.	Adventure Activity	Operational Components	Quantity	Operational Rate per Day (₹) for number of Qty as mentioned in (A) *	Total 120 Days (₹)
			A	B	C = (B*120)
1	Hot Air Ballooning	DGCA registered Hot Air balloon with complete equipment for successful operation	1	₹ ____	₹ ____
2	Paramotoring	Complete Equipment for successful operation	2	₹ ____	₹ ____
3	Jeep Parasailing	Complete Equipment for successful operation	1	₹ ____	₹ ____
4	Water Parasailing	Complete Equipment for successful operation	2	₹ ____	₹ ____
5	Jet Ski	Complete Equipment for successful operation	2	₹ ____	₹ ____
6	Flyboarding	Complete Equipment for successful operation	2	₹ ____	₹ ____
7	Banana Ride	Complete Equipment for successful operation	2	₹ ____	₹ ____
8	Paddleboarding	Complete Equipment for successful operation	2	₹ ____	₹ ____
Total Operational Cost for entire period of festival (PART-B)					₹ ____

*The above rate is inclusive of all taxes excluding GST and the same shall be payable at per applicable rate

Part-C: Total Promotional Cost for the Event

Sl. No.	Particulars	Amount (₹)
1	Total Cost for Undertaking Promotional Activities for the Adventure Tourism Festival (including digital, media, creative, outreach, management, and all associated costs)	
	Total Promotional Cost for the Event (PART-C)	

- Amount to be quoted is inclusive of all taxes excluding GST and the same shall be payable at per applicable rate

- I/ We confirm and agree that we have reviewed all the terms and conditions of the Request for Proposal and confirm 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.
- I/We confirm and agree that we are accepting the amount towards the promotional activities as per the payment schedule and the cost towards the preparation of the pilot project report as enumerated in the RFP.

4. I/ we agree that my/our Financial Proposal shall remain valid for the duration of the festival from the Proposal Due Date prescribed for submission of Proposal
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. I/We further certify that we shall follow the Scope of work, without any deviations, enumerated in this RFP, if the Assignment is awarded to us.

Sincerely,

Name of the Bidder

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Signature of the Authorised Person

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Name of the Authorized Person