



**Request for Proposal (RFP) for
Selection of Agency for operation and maintenance of Tourist
Information Centers (TIC) for Bihar Tourism**

**Directorate of Tourism, Government of Bihar,
Extension Building, Main Secretariat, Patna-800015**

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DISCLAIMER

While this Request for Proposal document ("RFP") has been prepared in good faith, neither Directorate of Tourism (DoT) nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of Information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.

This document is not transferable, and this RFP does not purport to contain all the information that each Bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the Successful Bidder for this Project. Each Bidder should conduct their own investigations and analysis and check the accuracy, reliability, and completeness of the information in this document and obtain independent advice from appropriate sources.

Though adequate care has been taken while preparing this Bid Document, the Bidder shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

DOT may modify, amend, reject, or supplement this RFP document in accordance with norms and procedures and as per the requirement of the project. DOT reserves the right to waive any irregularity in the proposal (RFP) and DOT makes it clear that the RFP is not an offer/ Agreement.

Neither DOT nor its employees shall be liable to any Bidder or any other person under any law including the law of Agreement, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with this RFP document, or any matter that may be deemed to form part of this RFP document, or the award of the Agreement, or any other information supplied by DOT or their employees or consultants or otherwise arising in any way from the selection process for the award of the Agreement for the Project.

DOT is not bound to accept any or all the Proposals. DOT reserves the right to reject any or all the Proposals without assigning any reasons. No Bidder shall have any cause for action or claim against DOT or its officers, employees, successors, or assignees for rejection of their bid. The RFP submitted by the bidder will be the property of DOT.

Glossary

Abbreviation/ Terms	Details
Authorized Signatory	The bidder's representative / officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal, or quotation in electronic format
Bid Security/ Earnest Money Deposit (EMD)	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents. EMD is refundable
Bidder	Any person/ firm/ agency/ company/ contractor/ vendor participating in the bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
Tender Fee/ Cost of Bid document	Cost of RFP document non-refundable in nature
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Director, Tourism Directorate, Department of Tourism in this bidding document.
Contract	"Contract" means a legally enforceable agreement entered between the Procuring entity and the selected bidder(s) with mutual obligations.
LD	Liquidated Damages
LoI	Letter of Intent
Notification	A notification published in the Official Gazette
PAN	Permanent Account Number
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Project Period	The project duration as per the RFP and the contract agreement

Abbreviation/Terms	Details
Purchaser/Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale, also called buyer. DoT in this BID document.
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity
State Government	Government of Bihar (GoB)
GST	Goods and Service Tax
WO/ PO	Work Order/ Purchase Order
Selected Agency/ Selected Bidder/ Service Provider	Agency selected for award of project
DoT/ "Authority"	Directorate of Tourism, Department of Tourism, Government of Bihar

FACT SHEET

Activity	Scheduled Date
Non-refundable cost of RFP document	INR 5000/- (INR Five Thousand Only) – Non-Refundable
Earnest Money Deposit (EMD)	INR 100,000/- (INR One Lakh only) – Refundable
Date of issue of Request for Proposal document	11/07/2023
Last date for submission of queries	18/07/2023; 2:00 PM
Prebid meeting	Venue: Conference Hall, Directorate of Tourism, 1st Floor, B Block, Extension Bhawan, Main Secretariat, Patna-800015 Date and Time: 18/07/2023; 3:00 PM
Last date of submission of Proposal by Bidders	02/08/2023; 03:00 PM
Date and time for opening of General cum Technical bids	02/08/2023; 03:30 PM
Opening of financial bids	Date to be decided
Finalization of agency	Date to be decided
Address for Bid Submission	Director Tourism Government of Bihar, 1 st Floor, B-Block, Extension Bhawan, Main Secretariat, Patna-800015 email - directortourismbihar@gmail.com Tel. - +91-612-2217045
Website	<i>https://tourism.bihar.gov.in</i>

1. BACKGROUND

Department of Tourism, Government of Bihar is responsible for promoting tourism in Bihar. Bihar Tourism since its inception has been working towards the development and promotion of tourism in the State. Government of Bihar in its endeavor to promote tourism has identified Tourism as one of the priority sectors for development in the state.

Bihar has been home to cultural heritage of Hinduism, Buddhism, Jainism, and Islam. Innumerable monuments, exquisitely carved temples and stupas are dotted all over the State. Bihar is a state where people from different religions celebrate its rich culture and traditions through a number of festivals. Such festivals are the soul of Bihar, and each festival has its unique story and celebration. The State attracts substantial number of foreign and domestic tourists every year. Department of Tourism (DOT) intends to promote the state as a round-the-year tourist destination through the use of digital and social media to promote its rich culture and heritage and showcase the tourist attractions in Bihar at the global stage. Bihar Tourism has got its existing web site developed in English and Hindi for the tourists and has presence on social media platforms (Facebook, You Tube, Instagram, and Twitter) to publicize its products through social media. These social media sites act as an effective medium to connect with the tourists and share the details about destinations and events in the state.

DoT now intends to engage agency who would assist DoT to operate and maintain Tourist information centres (TICs) in the State of Bihar. TICs are a one-stop destination for tourists. It has been conceptualized with the purpose to provide various tourism related information. Travelers are often overwhelming with information and options when they arrive at a new destination. The tourist's information center can promote a positive traveler experience by maintaining a visitor information program that provides reliable resources about the destination. Tourists' information center can enhance visitor enjoyment, attracts them to stay longer by providing more information about the destination's offerings.

2. SCOPE OF WORK

The scope of services to be provided by the Agency as described below is general but is not exhaustive i.e., does not mention the entire incidental services required to be carried out. The services shall be provided all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from.

The scope of services shall also be governed by the provisions of the contract (the "Contract") to be entered into between the Agency and DoT which sets forth the detailed terms and conditions for grant of the right to the Agency (the "Right"). There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects.

The selected bidder (hereinafter referred to as "Agency") shall be responsible for operation and maintenance of the TIC under and in accordance with the provisions of the Operation and Maintenance Agreement ("O&M" or "Agreement") to be entered into between DoT and the Selected Bidder in the form provided by DoT. DoT will grant rights to the Selected Bidder to operate and maintain the TICs for the entire duration of the contract (the "Contract Period").

The selected bidder (hereinafter referred to as “Agency”) shall be handed over the movable and immovable assets (“Project Assets” or “Project Facilities”) on As-Is-Where-Is basis by DoT.

It shall be the sole responsibility of the Agency to inquire/examine and determine conditions of the TICs space, including but not limited to existing and planned utility connections, and the suitability of such conditions.

The information presented in this RFP and in any report or other information provided by the DoT is provided solely for the convenience of the interested parties. It is the responsibility of interested parties to assure themselves that the information contained in this RFP or other documents is accurate and complete for its intended purpose.

The DoT or its members provide no representations, assurances, or warranties pertaining to the accuracy of such information.

Location and Description of Tourist Information Centers in Bihar

S.No.	Name of the TIC	District	Approx. Plot Area (sqft)	Operational Status
1	TIC, Bodhgaya	Gaya	7600	In Operation
2	TIC, Rajgir (Gautam Vihar)	Nalanda	8700	In Operation
3	TIC, Vaishali	Vaishali	270	In Operation
4	TIC, Gurdwara Sahib, Patna City	Patna	80	In Operation
5	TIC, Rajendra Nagar railway station	Patna	450	In Operation
	Total Area		17100	

Note: The above list is indicative. Additional TICs may be allotted on the rates finalized for this bid

2.1 Responsibility of Agency (hereinafter referred to as or “Agency” or “Bidder”):

2.1.1 Summary of Scope of Work

The Agency shall be responsible for complete operation and maintenance of the abovementioned Project facilities including the following facilities/services

- a. Deployment of Manpower as per details provided in Annexure 5
- b. Managing Front desk services
 - Distribution and account keeping of DOT’s Brochures and Collaterals
 - Providing information to the tourists/visitors of tourist attractions and Points of Interest (PoI)

- c. Maintain contact details of
 - Taxi stands/ Operators
 - Tour Operators
 - List of BSTDC and Private hotels, restaurants/ cafeteria in the area
 - Information on Forex and Visa outlets
 - List of guides
- d. Provision of RO drinking water for visitors
- e. Managing Luggage/cloak room
- f. Housekeeping of TIC premises including toilets
- g. Any other services required by Department

2.1.2 Detailed Scope of Work

1. Agency shall be handed over the Project Assets or Project Facilities by DoT on As- Is-Where-Is basis
2. Agency shall employ qualified personnel to efficiently operate and manage the Project. Agency shall make available all necessary financial, managerial, technical, and other resources for effective execution of the Project as indicated in Section 2.1.1.
3. Agency shall operate and maintain the TICs in Bihar at its own cost and expense in accordance with the provisions of this RFP, standards and specifications for TICs set by DoT, applicable laws, terms of applicable permits and good industry practices. Agency shall promptly and diligently repair, replace/restore the defective items in the property. These items will include all electrical devices, furniture, and fixtures, plumbing and sanitary items, decorative items, wall paint and other furnishing, TV and other display units etc. For any major structural repairs and replacements in the TIC, the agency shall be responsible for informing DoT at the earliest.
4. Agency shall be responsible for maintaining hygiene and quality standards at the Property and Project Facilities and providing quality services to its Tourists. The agency must ensure that cleaning and maintenance staff are available during the office hours.
5. Agency shall be responsible for providing adequate safety & security to its tourists visiting the TIC.
6. Agency shall submit a customer service and operational plan report encompassing areas like operational time & standards, visitor handling, staff management, TIC management, waste management, parking, etc. before starting the operations.
7. Agency shall be responsible for ensuring that the employees engaged by it, in fulfillment of its obligations under the Operation and Maintenance Agreement (“Agreement”), are at all times, properly trained and all statutory requirements relating to the employees in the TICs operations are met. The employees engaged should preferably have Diploma/Certification in Front Office Operation from NCHM or equivalent from government or government recognized institution.
8. Agency shall promptly remove all surplus waste materials (including, without limitation, hazardous materials and e-waste, all types of solid and liquid waste etc.), garbage and other

debris from the Property and keep the Property in a neat and clean condition and in conformity with the applicable laws, applicable permits and in accordance with good industry practices.

9. Agency shall be liable for all hazardous, dangerous, and other goods, materials and substances brought, kept, stored, or handled at the Property and shall be liable for maintaining necessary fire safety standards as prescribed by law.
10. The agency shall be required to take prior approval before providing any additional services from the TIC premises. In such case the Agency shall obtain all necessary clearances and permits required from the relevant authorities for the purpose of providing these additional services.
11. Agency shall provide to DoT reports on a monthly basis during the contract period and always provide DoT such information, data, and documents that DoT may reasonably require. The Monthly Report shall contain a status of the property/ fixtures/ furniture and any repair/ replacement that may have been undertaken owing to normal wear/tear and usage. Agency must submit the TIC annual reports to DoT.
12. DoT may undertake physical inspections of the property either directly or through a third party appointed for this purpose as and when deemed necessary. The Agency shall always co-operate with DoT officials/ appointed agency for the same.
13. Agency shall pay, in a timely manner, all taxes, duties, levies and other charges in respect of the operation of the Property and its business, levied, claimed, or demanded from time to time by any Government Authority including any increase therein effected from time to time from any Government Authority, in respect of the Project. Agency shall furnish relevant clearance certificates/ proof of payment annually to DoT in this regard.
14. Agency shall pay all charges, taxes, fines, late fees, and other outgoings in relation to the use of utilities and services by the Agency or its Contractors and agents during the operation and management of the Project such as water supply, sewage, disposal, fuel, garbage collection and disposal, electric power, gas, telephone, and other utilities and ensure avoidance of any disruption thereof due to disconnection or withdrawal of the facility.
15. Agency shall comply with all applicable laws/ rules including those relating to Bihar Prohibition and Excise Act, 2016, local building regulations, safety, health, sanitation, environment, labor, and hazardous/ dangerous materials during operation and maintenance of the Project.
16. The Property, Project Assets and Project Facilities under consideration shall be used only for providing Tourist information facilities and there shall be no restrictive practice to be followed by the agency in any manner relating to the entry of visitors in the TICs.
17. The Agency shall be prohibited from usage of the property/any part of the space for any other activities such as, private parties, or entertainment venue or any other activity that requires usage of the property after office hours (9 am to 9 pm, 7 days a week – may vary as per DoT's instructions from time to time).
18. It may be noted that the Authority shall retain ownership of the TICs and all facilities, including Project Facilities, at all times.

19. During the contract Period, the agency shall ensure compliance of statutory instructions as applicable, issued by any Government authority from time to time and will not deviate or change without obtaining written permission from DoT.

2.2 Other Conditions

- The scope of services to be provided by the Agency are general and the list is not exhaustive i.e., does not mention the entire incidental services required to be carried out. The services shall be provided all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. The scope of services shall be governed by the provisions of the RFP and work order. There may be several incidental services & assignments, which are not mentioned herein but will be necessary to complete the work in all respects
- The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Agency set forth in RFP or DOT's rights to amend, alter, change, supplement or clarify the scope of work, the Right to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted, and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by DOT.

3.1 General Eligibility Criteria

No.	Criteria	Documentary Evidence
I	Registered Entity	
A	The bidder must be registered entity under Companies Act/ Partnership Act/ Society Act or proprietorship (Note: Joint venture (JV)/ Consortium is not allowed)	Copy of Registration certificate
B	The bidder must have been registered and operational for a minimum period of 5 years as on 31 st March 2023	Self-declaration regarding the bidder being Operational for a minimum period of five years (Refer Annexure 2)
II	PAN and GST Registration	
	The bidder must have PAN and GST Number	Copy of PAN card and GST Certificate
III	Non- Blacklisting	
	The bidder must not be blacklisted or debarred from any Central / state Government organization	Notarized Affidavit of non-blacklisting
IV	Turnover Details	

No.	Criteria	Documentary Evidence
	The bidder must have an average annual Turnover of INR One (1) Crores in <i>last five</i> financial years ending 31st March 2023, i.e., FY 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23	Audited Financial statement along with Certificate from the statutory auditor. For FY 2022-23, provisional statements can be provided
V	Experience	
	<ul style="list-style-type: none"> The Bidder should have minimum 03 (three) years' experience in similar work in providing skilled and unskilled manpower for providing hospitality services/front office management 	<ul style="list-style-type: none"> Work Order/ Letter of Intent/ Letter of Award issued on or before 3 years from the bid submission date and duly certified by authorized signatory of the bidding company Information to be provided as per Annexure 4.1
	<ul style="list-style-type: none"> The bidder should have at least 1,000 live associates in different client organizations in Pan India as on 31st March 2023 	<ul style="list-style-type: none"> Practicing Chartered Accountant's (CA) certificate mentioning number of employees for whom Manpower services (including payrolling) were being provided as on 31st March 2023 Monthly EPF Challan for March 2023 indicating at least 1000 live associates Information to be provided as per Annexure 4.2
	<ul style="list-style-type: none"> The bidders should have placed skilled manpower of minimum of 100 numbers of manpower annually in Government/ Semi Government/PSU's/ Autonomous Bodies/ Government Authorities/Public sector Undertakings during the past 3 financial years ending 31st March 2023. 	<ul style="list-style-type: none"> Work Order/ Letter of Intent/ Letter of Award duly certified by authorized signatory of the bidding company. Information to be provided as per Annexure 4.3
	<ul style="list-style-type: none"> Agency must be registered with the Government Authorities under <ol style="list-style-type: none"> Contract Labour Act. Employee State Insurance Corporation. Employees Provident Fund Organization (EPFO); 	<ol style="list-style-type: none"> Copy of Labor license obtained from the Labour Commissioner Certificate of registration under ESIC Certificate of registration under EPFO

3. DETAILS OF THE TECHNICAL BID TO BE SUBMITTED BY THE APPLICANTS

The application shall be submitted in sealed envelope superscribed "TECHNICAL BID". Following details are to be submitted by the agency along with the application.

1. Letter of Submission (Annexure '1')
2. Name and address of firm/ individual along with Registration No. (Annexure '3')
3. List of projects undertaken by the agency in the prescribed proforma attached (Annexure '4') for each category of projects. The list of projects must fulfill eligibility and technical evaluation criteria.
4. Turn over details with Copy of audited Financial Statement for the last 5 Financial Years (Annexure '5')
5. All the documentary evidence as directed in Section 3 – “**Eligibility Criteria**”. The documents should be attached in the proper designated place.

4. SUBMISSION OF BIDS

1. The 'ORIGINAL' proposal shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the person or persons who sign(s) the Proposals.
2. All pages of the 'ORIGINAL' Proposal shall be signed by the eligible authority.
3. The Proposal should be submitted in ORIGINAL in a sealed envelope and containing all the above details marked 'TECHNICAL BID', along with the cost of document and EMD (refer to Fact Sheet)
4. Complete proposal must be delivered on or before the Bid Due Date and time.

Correspondence/ Pre - bid queries

Bidders requiring specific points of clarification may communicate with DoT during the period specified under “FACT SHEET”. The queries can be submitted by email at: directortourismbihar@gmail.com in the format* given below with the subject of the e-mail mentioned as {Pre-bid Query for Agencies - “Company Name”}:

Bidders Request for Clarification		
Name of Organization submitting request	Name and Position of person submitting request	Details of person and organization
		Address: Tel/ Mobile: E-mail:

S. No	Bidding Document Reference (Number//Page)	Content of RFP requiring Clarification	Points of Clarification Required	Suggestions (If Any)
1				

2				
3				

*To be submitted in both PDF (signed by authorized signatory) and editable MS-Excel file format.

Sealing and marking of RFP

The envelope shall clearly bear the following identification:

- I. Technical Proposal for Agencies with Department of Tourism, Government of Bihar

To,

Director

Tourism Directorate, Department of Tourism,

Government of Bihar,

Main Secretariat.

Patna-800015

email - directortourismbihar@gmail.com

Tel.- +91 0612-2217045

From: The name, address, and phone number of the bidder

5. BID SECURITY

1. Proposals must be accompanied by a 'Bid Security' (EMD) (For details of EMD refer to "FACT SHEET"). The Bid Security must be kept valid throughout the Proposal Validity Period and shall be required to be extended if required by DOT.
2. The Bid Security shall be in the form of a Demand draft/ Bank Guarantee in favor of the 'Director Tourism, drawn on any scheduled Bank payable at Patna.
3. The Bid Security shall be returned to the unsuccessful Bidders after the signing of Agreement between DOT and the Successful Bidder.
4. The bid security of the successful bidder will be returned to the successful bidder on the submission of the Performance Security as specified in the RFP document.
5. For bidders registered with MSME, EMD fee is exempted as per Section 131-O of Bihar Financial Rules 2005 which states that, "bidders registered with Central Purchase Organization/ State Purchase Organization/ National Small Industries Corporation (NSIC) are exempted from payment of Bid Security." The bidders must submit copy of the registration certificate, valid on the date of submission, to be eligible for EMD exemption. However, the exemption shall not be applicable on the submission of tender fee/ RFP cost and bids submitted without Tender fee shall be rejected.
6. The Bid Security shall be forfeited in the following cases:
 - a. If the Bidder withdraws its Proposal.
 - b. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and

expiration of the Proposal Validity Period; and

- c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- d. If the bidder, after the award of work order, fails to submit the performance security within the stipulated time.

6. AMENDMENTS TO RFP

1. At any time prior to the Proposal Due Date, as indicated in the RFP Time Schedule, DOT may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, amend the RFP by the issuance of Addenda. Such Addenda would be posted only on the website tourism.bihar.gov.in.
2. To allow Bidders reasonable time to take the Addendum into account, or for any other reason, DOT may, at its discretion, extend the Proposal Due Date.

7. SELECTION AND EVALUATION CRITERIA

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

Evaluation of Financial Proposals

- The Financial Proposals of only the qualified Bidders shall be opened in the presence of the Bidder's representatives who opt to be present during the opening of financial bid.
- Final evaluation shall be based on total Financial Bid submitted. Bidders will quote the service Charge in the form of Rupees for the services agency on monthly basis and same rate will be applicable for next three years, based on the satisfactory performance.
- For financial evaluation, the total monthly cost quoted by the agency inclusive GST/other applicable taxes indicated in the Financial Proposal shall be evaluated.
- DOT will determine whether the Financial Proposals are complete, unqualified, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any services shall not entitle the selected Agency to be compensated and the liability to fulfill its obligations as per the scope of services

mentioned in this RFP is within the total quoted Service Charge shall be that of the agency.

- Financial bid for Service Charge will be valid for initial period of 3 years from the date of approval and may be extended annually at the end of this period at 5% escalation on the rates finalized for the contract, terms and conditions based on the requirements and satisfactory performance of work done by the agency and any other conditions mutually agreed by the agency and DOT.

Selection of Bidder

- The Bidder quoting the Lowest Service Charge (In Rupees exclusive GST) (L1) shall be declared as Selected Agency
- If the L1 Bidder withdraws its Bids or is not selected for any reason in the first instance, DOT may invite the second ranked Bidder for negotiations.
- Department will conduct interview of proposed personnel by the selected agency to decide whether to deploy him/her in the TIC or not. DoT shall reserve the right to seek change in resource personnel in case DoT is not satisfied with the credentials of the proposed personnel. DoT reserves the right to review the decision of appointment in the event DoT is not satisfied with the performance in the future.

8. PAYMENT TERMS

- Payment will be made to the Agency as per the agreement every month and ascertainment by DOT that work was carried out satisfactorily and in accordance with the terms and conditions of the agreement signed with the agency.
- The agency will raise monthly bills at the ending of each month for the duties performed during the month immediately preceding. The monthly payment shall include the charges for Operation and maintenance as defined in detailed scope of work.
- No advance payment will be entertained.
- Payment will be affected in Indian Rupees only.
- The payment (s) to be made to the agency are subject to deduction of tax (s) Cess leviable by any Government as per rules from time to time and will be made after the completion of every month.
- Payment will be made after submission of bill to DOT submitted along with the supporting documents. The agency must ensure that all payment due to the employees deployed in the TICs are made in time every month and proper records of payment details to the employees are maintained and shared with DoT as and when required by the DoT.
- All the expenses pertaining to O&M of the properties which are not covered under the scope of Operation and Maintenance of the TIC by the agency will either be undertaken by DoT or

be reimbursed to the agency by DoT on actuals basis (Over and above the fee against services). Any such expenses being planned/ required shall be executed with prior approval of DoT and shall be reimbursed in the next monthly payment cycle on submission of all relevant documentary proof.

- DoT may increase or decrease manpower as per requirement and payments shall be made on pro rata basis at rates quoted by the agency for manpower.

CLIENT'S RESPONSIBILITIES

The following shall be the responsibilities of the client:

1. Provide detailed requirements of the project.
2. Pay the fees to the Agency within four weeks of submission of bills, subject to clearance of bills as per agreement. (In case of non-payment / delay / rejection, the same to be conveyed to the consultant in time)

9. NOTIFICATION OF AWARD

1. Prior to the expiration of the validity period, Authority will notify the successful Bidder in writing or by email, that its proposal has been accepted (Letter of Intent "LOI").
2. The Agency shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof.
3. In the event the duplicate copy of the LOI duly signed by the Agency is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as loss and damage suffered by the Authority on account of failure of the Agency to acknowledge the LOI.

10. PERFORMANCE BANK GUARANTEE (PBG)

1. The Bidder shall furnish an Earnest Money Deposit equivalent to approved monthly fees for the services as Bank Draft in favour of "Director, Department of Tourism, Bihar", payable at "Patna" along with bid documents. DOT shall not be liable to pay any interest on the security so made and the same shall be interest free.
2. The PBG amount shall remain valid for a period of 90 (ninety) days from the end of contract period, or beyond any period of extension subsequently as determined by DOT from time to time.
3. The selected bidder shall be required to extend the validity of the PBG as required during the period of the assignment.

11. SIGNING OF CONTRACT

1. After receiving the Performance Security from the Agency, Department of Tourism (DOT) shall execute the Agreement with the Agency.
2. The Agency shall not be entitled to seek any deviation, modification, or amendment in the Agreement as per Tender norms. After finalization of detailed scope of work, terms & conditions, schedule, and professional fee for the services, the firm selected will be required to enter into a contract agreement with the Authority to provide the envisaged services described in the Scope of work.
3. The selected bidder will be required to comply with the terms as specified in the agreement.
4. The final authority lies at the sole discretion with the Principal Secretary/Secretary, Department of Tourism.
5. The contract shall be valid for **a period of 3 years and shall be extendable annually** subject to requirement of such services by DOT and satisfactory performance of the agency. In case of any extension to the agency after the three-year period, the agency shall be entitled for 5% increase in the monthly fee for each year of such extension. Upon completion of the contract period, the Agency shall hand over the property to DoT on an As-is-Where-Is basis.

12. EXECUTION OF THE ASSIGNMENT

1. The agency shall complete the tasks as per Terms of reference. DoT shall review the work undertaken and provide necessary approval. The quality of work and time schedule mutually agreed upon shall be considered while the review and approval of work.
2. In the event of Agency closing its business, DoT shall have the power to employ any other agency to complete the work.

13. TERMINATION

1. **Termination for defaults** - The client may without prejudice to any other remedy for breach of agreement, by written notice of default sent to the consultants, terminate the agreement in whole or in part:
 - a. If the agency fails to deliver any or all of the services within the time period(s) specified in the agreement or any extension thereof granted by the client in writing.
 - b. If the event management agency fails to perform any other obligations under the agreement,
Or
 - c. If the event management agency refuses to accept and perform the assignment given by the client.

2. Termination for insolvency

- a. The client may at any time also terminate the agreement by giving written notice to the agency without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the client.
- b. The client shall have the liberty to postpone or not to execute any work and the agency shall not be entitled to any compensation for non-execution of the work except the fees which are payable to the agency up to the stage of services already submitted.
- c. The agreement shall be governed by the Indian laws in force from time to time and the courts at Patna shall alone have exclusive jurisdiction to entertain and try any or all matters arising out of this agreement.
- d. Any disputes or differences in connection with the agreement shall be to the extent possible, settled amicably between the parties. If it cannot be reached then all disputed issues shall be settled by arbitration as proposed hereafter, subject to termination clause mentioned in this agreement.

14. ARBITRATION

1. Any Dispute which is not resolved amicably by conciliation, as provided, shall be decided by reference to arbitration. Any dispute between the parties as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for amicable settlement will be settled by the reference to the Bihar Arbitration Tribunal constituted by the Bihar Arbitration Tribunal Act, 2008 at the instance of either party.
2. Any Award made by the Bihar Arbitration Tribunal shall be final and binding on the Parties as from the date it is made, and both the parties to this agreement agree and undertake to carry out such Award without delay subject to the further provisions of Bihar Arbitration Tribunal Act, 2008.
3. The Agency and the Government agree that an Award may be enforced against the Agency and/or the Government and their respective assets wherever situated.

ANNEXURE 1: LETTER OF SUBMISSION

(MUST BE SUBMITTED AS PART OF TECHNICAL PROPOSAL ON LETTER HEAD OF APPLICANT)

To,

Director Tourism

Tourism Directorate

Department of Tourism, Government of Bihar

Main Secretariat, Patna - 800015

Date:

Subject: Request for Proposal (RFP) for Selection of Agency for operation and maintenance of TICs (Tourist Information Centres) for Bihar Tourism

Sir,

Being duly authorized¹ to represent and act on behalf of (hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements and information provided, the undersigned hereby express our interest in Request for Proposal (RFP) for Selection of Agency for supply of manpower on contract basis for operation and maintenance of TICs (Tourist Information Centres) for Bihar Tourism

We confirm that we have examined the terms and conditions published in the RFP advertisement and accordingly submitting the proposal for the captioned project.

We are enclosing our RFP in Original with the details as per the requirements of the document for your evaluation.

The undersigned hereby also declares that the statements made, and the information provided in the RFP is complete, true, and correct in every detail and unconditional.

Yours faithfully,

(Signature of Authorized Signatory)

(Name, title, and Address of the Bidder)

¹ Bidders to attach Letter of Authorization/Power of Attorney

ANNEXURE 2: STATUS OF FIRM WITH YEAR OF ESTABLISHMENT

Name of firms with Address	Type of entity	Name of proprietors/ Partners/ Directors	Date of establishment	Registration No.
			{DD-MM- YYYY}	

Signature of Authorized Signatory

Note:

- Annexure 2 to be submitted with technical proposal

ANNEXURE 3: TURNOVER DETAILS (on the letter head of auditor)

No.	Period	Turnover (INR)		Remarks (If Any)
		Amount in Figure	Amount in Words	
1	2018-19			
2	2019-20			
3	2020-21			
4	2021-22			
5	2022-23			
	Total			

Note: Attach Copy of Audited Financial Statement for the Last 5 Financial Years

Signature of Authorized Signatory

Note:

- To be submitted with technical proposal
- The Certificate must be issued by auditor and must indicate registration details of the auditor

ANNEXURE 4.1: Experience in Hospitality/ Front Office Management

Sl. No.	Name & location of project	Classification of project (Tourism or Others)	F.Y.	Project Cost (INR Lakh)	Details of the project	Certificate of client attached (Y/N)

{Add more rows if required}

Signature of Authorized Signatory

Documentary Evidence required

- Bidder must submit Work Order/ Letter of Intent/ Letter of Award issued on or before 3 years from the bid submission date and duly certified by authorized signatory of the bidding company

ANNEXURE 4.2: Details of Live Associates as on 31st March 2023

Sl. No.	Name & location of project/ Client	Classification of project (Government or Others)	Number of employees deployed as on 31 st March 2023	Total duration of deployment (From mm/yy to mm/yy)	Monthly EPF Challan provided for March 2023 (Yes/ No)	Chartered Accountant's (CA) certificate provided (Yes/ No)

{Add more rows if required}

Signature of Authorized Signatory

Documentary evidence required

- Practicing Chartered Accountant's (CA) certificate mentioning number of employees for whom Manpower services (including payrolling) were being provided as on 31st March 2023 must be provided for at least 1000 associates
- Monthly EPF Challan for March 2023 indicating at least 1000 live associates must be provided for each client/ project

ANNEXURE 4.3: Experience in Government

Sl. No.	Name & location of project	Classification of project (Government/ Semi Government/PSU's/ Autonomous Bodies/ Government Authorities/ PSU)	Financial Year (2020-21/ 2021-22/ 2022-23)	Project Cost (INR Lakh)	Number of Skilled manpower placed in the Financial Year	Average Duration of placement of staff (months)

{Add more rows if required}

Signature of Authorized Signatory

Documentary Evidence required

- Bidders must provide details of placing minimum 100 skilled manpower in Government/ Semi Government/PSU's/ Autonomous Bodies/ Government Authorities/ Public sector Undertakings for the following years:
 - 2020-21
 - 2021-22
 - 2022-23
- Bidder must submit Work Order/ Letter of Intent/ Letter of Award duly certified by authorized signatory of the bidding company.

ANNEXURE 5: Prescribed Proforma for Financial Bid

(To be submitted on bidder's letter head in a sealed envelope clearly marked "Financial Bid- Do Not Open with Technical Bid")

Sub: Financial Proposal for the "Selection of Agency for operation and maintenance of Tourist Information Centers (TIC) for Bihar Tourism"

No.	Particulars (A)	Quantity (B)	Monthly Price quote Per Unit (Inclusive of all taxes) (C)	Total Monthly Price quote (Inclusive of all taxes) (D) = B * C
1	Skilled Manpower for TIC Management (@ 2 staff per TIC)	10 Staffs	INR _____ (Cost per staff per month to be quoted)	INR _____
2	Other O&M Activities as per Scope of Work in 5 TICs (On sqft basis)	17,100 sqft	INR _____ (Cost per square feet per month to be quoted)	INR _____
Total			INR _____	INR _____

Note:

1. The sum of total monthly price quoted for manpower and O&M shall be the bid variable.
2. The rate is inclusive of all government taxes including GST.
3. Any changes in staff requirements or additional TICs shall result in payment on pro rata basis.

I/ We shall abide by the above offer/quote and terms condition of the RFP, if the Authority selects the bidder for this work.

I/ We agree that DoT is not bound to accept the lowest or any bid that you may receive.

We declare that the information stated above and enclosed is complete and absolutely correct and any error or omission therein, accidental, or otherwise, as a result of which our bid is found to be non-responsive, will be sufficient for Bihar Tourism to reject our bid and forfeit our bid security in full.

Sincerely,

Signature

Name

Name of the Firm/Agency

Designation

Complete postal and E mail address

.....

.....

Phone Mobile phone.....

(Financial Bids should be typed and duly signed)