

Tender Document

Request for Expression of Interest (EOI)
For Empanelment of Agencies for organizing Tour Packages



Bihar State Tourism Development Corporation Ltd.,

(A Government of Bihar undertaking)

Beerchand Patel Path, Patna- 800 001

Phone :- +91-612-2222622

Web: www.bstdc.bihar.gov.in E-mail: contactbstdc@gmail.com

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Bihar State Tourism Development Corporation Ltd.

(A Government of Bihar Undertaking)

NOTICE INVITING E-TENDER

For

Request for Expression of Interest (EOI) for Empanelment of Agencies for organizing Tours Package

NIT. No: 232/18/T.T/121/21

Date: 22.10.2021

(Through e-procurement mode only – www.eproc.bihar.gov.in)

1. The Bihar State Tourism Development Corporation Ltd. was established for the development of tourism in the State of Bihar and for commercialization of Tourist Resources/places available with the State.
2. Bihar State Tourism Development Corporation Ltd. (BSTDC) invites e-tender from eligible experienced Private Ltd. company/Public Ltd. Company/JV/Firm/Proprietorship/others for execution of works as given below:-

SL. No.	Name of Work	Bid processing Fees	Bid Document Cost	Bid Security (EMD)	Contract Duration
1	Request for Expression of Interest (EOI) for Empanelment of Agencies for organizing Tours Package	Rs. 1,180.00	Rs. 5,000.00	Rs. 1,00,000.00	03 Years

3. Date of downloading of bid document : From 14.11.2021 to 29.11.2021 up to 3.00 PM
Through website: www.eproc.bihar.gov.in
4. Place & Date of Pre-bid meeting : Date 18.11.2021 Time 3.00 Pm. At BSTDC office,
: Hotel Kautilya Vihar,- Beer Chand Patel Path, Patna 800001
5. Last date and time for submission of bids online : Date 29.11.2021 Time 3.00 Pm. Through website: www.eproc.bihar.gov.in
6. Last Date and time for submission of hard copy of bid : Date 06.12.2021 Time 3.00 Pm.
7. Time and Date of opening of technical bids : Date 06.12.2021 Time 3.30 Pm. Through website: www.eproc.bihar.gov.in
8. Time and Date of financial bids : To be Communicated later on
9. Place of bids validity : Through website: www.eproc.bihar.gov.in
10. Period of bids validity : 180 days
11. Officer inviting bids : Add General Manager
12. For participating in E-tendering process, the Tenderer shall have to get themselves registered to get user ID, Password and Digital signature. This will enable them to access the website www.eproc.bihar.gov.in and download/participate in E – tender. All tender queries related to this tender shall be communicated at contactbstdc@gmail.com./Website: <http://bstdc.bihar.gov.in>
13. (i) **Bid processing fees to be paid through online mode i.e. Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/RTGS.**
(ii) Bids along with necessary online payments must be submitted through e-procurement portal www.eproc.bihar.gov.in before the date & time specified in the NIT. The department does not take any responsibility for the delay/Non availability of internet connection, Network Traffic/Holidays or any other reasons".
14. The detailed eligibility criteria can be seen in the tender document. The tender documents can be obtained through website www.eproc.bihar.gov.in
15. Bid document cost /EMD should be paid by demand draft of any scheduled banks payable in favor of Bihar State Tourism Development Corporation Ltd, Patna. Original Bank Draft will have to be deposited in the office of **Managing Director**, Bihar State Tourism Development Corporation Ltd, Hotel Kautilya Vihar, Beer Chand Patel Path, Patna-800001.
16. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded If they feel that the complete file is not uploaded then they should click on cancel & update the same before submission The bidders should satisfy themselves of download ability/visibility of the scanned & uploaded file by them.
17. The bidder must use File size should be less than 5 MB and should be in PDF and JPEG formats.
18. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.
19. In exceptional circumstances, the competent authority, BSTDC may solicit the Bidder's consent to an extension of the period of validity.
20. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
21. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc, in the online standard formats given for respective tenders in e-Procurement website (www.eproc.bihar.gov.in) at the respective stage only.
22. The bidders shall upload the scanned copies of all the relevant certificates, documents etc, in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.
23. All the information/corrigendum/addendum related to the Tender shall be published on the website www.eproc.bihar.gov.in. The Authority shall have the right to reject the bid partially or fully without assigning any reason what so ever.
24. For any information please contact to Sri Suman Kumar, Manager Travel & Trade, Mobile No. 8544418314.
25. For more clarification, regarding the E –tendering process, please contact e-procurement, Helpdesk, First floor, M/22, Bank of India Building, Road No.-25, Sri Krishna Nagar, Patna-800001, Telephone No.-0612-2523006, Mobile No.-07542028164.

Sd/-
Add General Manager,
BSTDC, Patna

1. Definition

In this document, the following terms shall have following respective meanings:

1. **“Agreement”** means the Agreement to be signed between the successful bidder and BSTDC including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the EOI, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
2. **“Authorized Representative”** shall mean any person authorized by either of the parties.
3. **“BSTDC”** means Bihar State Tourism Development Corporation Ltd,
4. **“Bidder”** means any firm offering the services(s) and /or demand(s) required in the EOI. The word Bidder when used in the pre award period shall be synonymous with Bidder or service provider, and when used after award of the Contract shall mean the successful Bidder or service provider, and when used after award of the contract shall mean the successful Bidder or service provider agency with whom BSTDC signs the agreement for rendering of services, **“Contract”** is used synonymously with Agreement.
5. **“Agency** means successful bidder who signs agreement for providing Tour packages related services.
6. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value or influence the action of an official in the process of Contract execution.
7. **“Default Notice”** shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
8. **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract.
9. **“GoB”** means Government of Bihar.
10. **“Law”** shall mean any Act, notification, by law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and /or the Government of Bihar or any other Government or regulatory authority or political subdivision of government agency.
11. **“LOI”** means issuing of letter of Intent, which shall constitute the intention of the Tenderer to place the work order with the successful bidder.
12. **“Party”** means BSTDC or Bidder, individually and **“Parties”** mean BSTDC and Bidder, collectively.
13. **“Period of Agreement”** means 3 years from the date of Signature of agreement.
14. **“Proposal”** means the Technical proposal and the Commercial Proposal.
15. **“Request for Proposal (EOI)”**, means the detailed notification seeking a set of service (s).
16. **“Requirements”** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the EOI.
17. **Services** - Shall mean all services related to conduct of tour packages and its operation.
18. **Tour Packages** shall mean and includes the tour packages as approved by BSTDC time to time.
19. **Routes** means and includes the routes as decided and or approved by BSTDC time to time.
20. **Facilities** mean and include the facilities provided to the guests/ customers during the tours as decided and or approved by BSTDC time to time.
21. **Rates/cost/fare of tours** mean and include the rates/cost/fare offered to the guests/ customers for tours as decided and or approved by BSTDC time to time

2. Expression of Interest (EOI)

Bihar State Tourism Development Corporation Ltd. (BSTDC Ltd.), (A Government of Bihar Undertaking) is initiative of the Department of Tourism, Bihar Govt. to promote and incentivise the tourism opportunity in the state. The fundamental activities of the department include developing the conditions and infrastructure to make the state conducive to travel and tourism. In addition Bihar tourism is also focused on helping tourists find destinations, routes and experiences that are on their liking whether it is in the form of circuits that cover a specific set of spiritual, natural or historical places or different types of food and festivals

3. Issuer/Tenderer

Bihar State Tourism Development Corporation Ltd. (BSTDC Ltd.), (A Government of Bihar Undertaking), invites proposals in form of expression of interest (EOI) for empanelment of Agency to provide comprehensive services related to organizing Tours Package on various routes with all facilities. The selected agency shall provide the services as and when required for three years period plus extendable up to two years on satisfaction in public private partnership (PPP) mode (commission being offered by the selected agency in terms of percentage of sales proceeds taking into consideration the fare).

4. Contact Person

Managing Director,

Bihar State Tourism Development Corporation Ltd.

Beerchand Patel Path, Patna- 800 001

Phone: - +91-612-2222622

Web: www.bstdc.bihar.gov.in E-mail: contactbstdc@gmail.in

5. Background & Key Information

Basic Information

- BSTDC Ltd invites Proposals against this Expression of Interest (“EOI”) from bidders for selection of Tour Packages/Travel Services Provider Agencies as and when required for three years period plus extendable up to two years on satisfaction in public private partnership (PPP) mode.
- There after the selection of successful bidder shall be based on the highest percentage of revenue sharing quoted in the price bid.
- The proposals shall be received in e-procurement mode, through the portal www.eproc.bihar.gov.in.
- Proposals must be received not later than the time, date at the venue mentioned in the notice. Proposals received after the deadline will not be considered in this procurement process.
- Interested bidders are advised to study the EOI document carefully. Submission of response shall be deemed to have been done after study and examination of the EOI document with full understanding of its implications.
- The routes proposed to be operated are as follows :
 - i. PATNA----- NALANDA----RAJGIR----PAWAPURI
(one day) by bus.
 - ii. PATNA -----NALANDA----RAJGIR----BODHGAYA
(two days) by bus.
 - iii. PATNA-----BODHGAYA-----PATNA
(one day) by bus.
 - iv. PATNA----VAISHALI----PATNA
(one day) by bus.
 - v. PATNA-----AYODHYA----PATNA
(3 nights 2 days) by bus.
 - vi. PATNA----VARANASI----VINDHYACHAL----PATNA
(3 nights 2days) by bus.
 - vii. PATNA----HARIDWAR----GANGOTRI----YAMUNOTRI----KEDARNATH----
BADRINATH----RISHIKESH----PATNA
(15 days 14 nights by train/bus).
 - viii. PATNA----GANGTOK----DARJEELING----PATNA
(6nights 7 days) by train/bus.
 - ix. PATNA----KATHMANDU----POKHARA----PATNA
(6 nights 7 days) by bus.
 - x. PATNA----PURI----KONARK----BHUBANESHWAR----PATNA
(5 nights 6 days) by train/bus.
 - xi. SRINAGAR----PAHALGAM----GULMARG----SONAMARG----SRINAGAR
(4 nights 5 days) pickup and drop at SRINAGAR airport/railway station.
 - xii. LEH----PANGONG LAKE----NUBRA VALLEY----KHARDUNGLA PASS----LEH
(5 nights 6 days) pickup and drop at LEH airport.

- xiii. GOA---CALANGUTE BEACH---BAGHA BEACH---AUGDA FORT---OLD GOA CHURCHES---PALOLEM BEACH---GOA
(4 nights 5 days) pickup and drop at Goa airport/railway station.
- xiv. COCHIN---MUNNAR---THEKADDY---KUMARKAM---ALLEPY---KOVALAM---TRIVENDRAM---
(7nights 8 days) and drop at Trivendram airport/railway station .
- xv. CHANDIGARH---MANALI---KULLU---ROHTANG PASS---MANIKARN---CHANDIGARH
(4 nights 5 days)) Pickup and drop at Chandigarh airport/railway station .
- xvi. PORT BLAIR---VIPER ISLAND---ROSE ISLAND---HAVLOCK ISLAND---PORT BLAIR
(5 nights 6 days) by air.

**The BSTDC shall reserve the right to be modified /changed/added new routes/packages at any time as deemed think feet.*

6. General Information about Tender

The tender shall be submitted in "Two Bid" system. The General-cum technical bid should contain all the relevant information and desired enclosures in the prescribed format along with proof of Earnest Money Deposit (EMD). The financial bid should contain only commercials.

The tender should be submitted through e-Tendering / e-Procurement portal www.eproc.bihar.gov.in only. No other form of tender submission will be valid for evaluation.

All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified.

The tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. The successful bidder shall be required to deposit performance security in form of bank guarantee valid for the contract period plus three more months within 15 days from the date of the award of the work. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract along with performance security deposit. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document.

Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. BSTDC Ltd may also independently seek information regarding the performance from the clients.

The Bidder is advised to attach any additional information, which they think is necessary in regard to their capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. They are however, advised not to attach superfluous information. No further information will be entertained after tender document is submitted, unless BSTDC Ltd calls it for.

Even though bidder may satisfy the qualifying criteria, they are liable for disqualification if they have a record of poor performance or not able to understand the scope of work etc.

Prospective bidders may seek clarification regarding the project and/ or the requirements for prequalification, in writing through mail within a reasonable time.

All disputes arising shall be subject to the jurisdiction of appropriate court of Patna alone and shall be governed by the law of India. BSTDC Ltd reserves right to award the work / cancel the award without assigning any reason. In case of differences, if any, the decision of BSTDC Ltd shall be final. Initially the contract will be for three years and may be extended for two more year depending upon successful completion of the job, performance review and mutual agreement.

The payment shall be in Indian Rupees and shall be paid only after successful completion of work. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over runs etc.

Bidders are neither allowed to join hands to participate in the tender as a consortium nor allowed to submit multiple bids. Any such act will make the bid liable for rejection.

7. E- Procurement Related Instructions.

- i. Cost of EOI /Tender Form Fee shall have to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
- ii. Tender Processing Fee (TPF) Shall have to be paid through e-Payment mode (i.e. NEFT/RTGS, Net Banking, Credit / Debit Card) only.
- iii. The bidders should submit the EMD, through e-payment mode, in the tendering authority office before opening of Tender.
- iv. The online bids will be opened at BIHAR STATE TOURISM DEVELOPMENT CORPORATION LTD., Beerchand Patel Path, Patna- 800 001. The Financial Bids of only those Bidders will be opened who have been short listed from the General cum Technical bids.
- v. The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. For user-id they have to get registered themselves on e-procurement website www.eproc.bihar.gov.in and then submit their bids online.
- vi. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate/documents in the e-form in e-Procurement web site. The bidder shall physically/digitally sign on the supporting statements, documents, Certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents as part of bid submission.

- vii. All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.
- viii. For support related to e-tendering process, bidders may contact at following address “e-procurement, Helpdesk, First floor, M/22, Bank of India Building, Road No.-25, Sri Krishna Nagar, Patna-800001, Telephone No.-0612-2523006, Mobile No.-07542028164.

8. Scope of Work

The interested agencies shall be required to submit Expression of Interest for providing comprehensive services related to organizing Tours Packages on various routes with all facilities in public private partnership (PPP) mode on behalf of Bihar Tourism Development Corporation Limited.

After selection of Service Provider through this tendering process, the selected Service Provider will be required to operate tour packages services in the identified destinations/routes as per instructions and guidelines of BSTDC. The selected agency shall provide the services as and when required for three years period plus extendable up to two years on satisfaction in public private partnership (PPP) mode (commission being offered by the selected agency in terms of percentage of sales proceeds taking into consideration the fare).

The Scope of work shall include the following:

- a. To give the confirmation of booking to the passengers on behalf of corporation.
- b. To provide customer support and attend queries regarding tour programmers’.
- c. To conduct the tour in the enlisted circuit with approved itinerary, in case of any alteration prior approval must be taken from the corporation.
- d. To collect the feedback form from the tourists after completion of tours and distribute memoir and certificate on behalf of corporation.
- e. To book online/offline tours through its website and offices.
- f. To do the marketing and advertisement for enlisted package to facilitate maximum turnout.
- g. To deduct the pre-agreed commission from booking and confirm the same by payment to the Corporation.
- h. To follow all rules and regulation prescribed by transport department.
- The Bidder shall ensure suitable drinking water and separate toilet facilities for both men and ladies during tour.

9. Pre-requisites

The Corporation has decided to invite the Expression of Interest (EOI) for Empanelment of Agencies for organizing Tours Package on specified routes as regular / daily Package service on Public Private Partnership mode from all reputed, experienced & financially sound persons/ organizations. The Bidders should upload attested scanned copies of the following mandatory/ pre-requisites documents along with the bid:

Sl. No.	Criteria	Supporting Documents required
	Bidder must be a registered entity in India for tour operator/agency for same category of services.	Copy of Valid Certificate of existence/operation of applicant.
i)	The Bidder must be well established and must have supplied or plying 10 tour Packages to any State Transport Undertaking or any such organization on hiring mode for at least three years with satisfactory performance.	Copies of Contract/work orders and reference of the contact person (name address and telephone no.)
ii)	The bidder should neither have been debarred and / or blacklisted by any Central/State Govt. Department.	Self declaration for Anti Blacklisting by authorized signatory of the company
iii)	The applicant should have an average annual turnover of Rs. 50 lakhs in last three preceding financial years till FY 2019-20 to be certified by a Chartered Accountant based on audited financial statement.	Copy of certificate of Chartered Accountant.
iv)	No pending Litigation: the bidder shall provide information on any current or pending litigation or arbitration separately on a self declaration.	Affidavit on letter read
v)	The bidder must have sufficient technical & administrative employees for these services.	Declaration by head of organization/ Company/ Business Unit
vi)	Bidders are neither allowed to join hands to form consortium to participate in this tender nor to submit multiple bids.	Self certification by authorized signatory.
vii)	The Bidder should have an office in the state of Bihar or should be agreeable to open an office in Bihar in the event of award of contract.	Copy of Registration Certificate or undertaking to the effect.
viii)	All pages of the bids should be signed by authorized signatory.	Power of attorney/board resolution regarding authorized signatory.

10. Terms & conditions

General

- a. The corporation is considering operation on Public Private Partnership mode:
- b. The mode of operation is proposed to be fixed on revenue sharing basis as a percentage of the total sales generated. Some of the broad parameters of the proposed scheme are as under :
 - i. The transporter will provide efficient, comfortable, courteous and well-disciplined and well-appointed staff for tour packages under the banner and branding of BSTDC Ltd. to carry the tourists on fixed Route Services.
 - ii. The Vehicle / Buses should be as prescribed by BSTDC.
 - iii. The corporation alone shall have the rights to decide the route(s) on which this tour packages/ service which are not exclusive to ones listed above, will be operated, to fix the timing and fares (as and when required) to designate the place and procedure for bookings and the procedure to operate the tour packages/ service.
 - iv. The Successful bidder / operator shall fix the fares judiciously so as to derive the maximum share of the market and maintain full occupancy of seats. Rates should not be changed more than twice in a year without written approval of the corporation.
 - v. The operator shall meet all the running expenses including fuel cost, repair, maintenance cost, toll tax, insurance premium, Road Tax & G.S.T and other applicable taxes. in respect of the vehicle and make all such payments punctually without any delay and keep the vehicles/coaches free of any encumbrances. The operator will also obtain all necessary Road Transport and statutory compliances required in this regard especially for interstate movement of buses, BSTDC shall take no responsibility in this regard.
 - vi. While all attempts shall be made by the Corporation to achieve the overall seat occupancy of this coach service, no responsibility whatsoever shall be attributed to and no liability whatsoever shall be claimed from the corporation in the event of any loss.
 - vii. The operator shall provide for operating this Package service, legally competent, courteous and well turned out driver(s), conductor(s) and Khalasi(s) at their own cost and shall also provide uniforms as prescribed by BSTDC at their own cost and keep those well maintained, clean and presentable.
 - viii. The Corporation shall have the right to accept or reject any operating staff provided by the Transporter with/without assigning any reason.
 - ix. The operator shall ensure good condition of the vehicle all the time during the operation and it should be stationed at its starting point at least 30 minutes before every scheduled departure of the coach.

- x. The operator shall deposit with the corporation, all the necessary documents required under rules of the government/governments and also as and when demanded by the corporation in operating this service including documents pertaining to its operating staffs such as driver(s), Conductor(s) and Khalasi(s)/hotel and others.
- xi. The operator shall affix or paint the vehicle as per the direction of the Corporation denoting that it is operating under the aegis of the corporation.
- xii. The operator shall not remove the vehicle from the route prescribed by the Corporation without its prior permission.
- xiii. The operator shall not transfer ownership of the vehicle or lease it out or transfer its possession to any other party during the period of agreements with the Corporation, without the written consent of the Corporation.
- xiv. The business under this agreement is to be carried on at the sole risk of the operator and the Corporation accepts no responsibility in respect of any claim(s) by passenger(s) or/and any authority/authorities.
- xv. The Corporation shall have the right to impose any penalty as per the penalty clause given or forfeit the security deposit in case of any breach or violation of terms and conditions of this agreement.
- xvi. In case of any dispute between the Corporation and the operator with regard to the meaning and affect of this agreement or regarding the accounts, transaction or otherwise in violation to the agreement the matter shall be referred to the sole arbitration of Principal Secretary/Secretary Tourism, Govt of Bihar, Patna, whose decision shall be final and binding on both the parties.
- xvii. Vehicle should be of recent make of year.
- xviii. LED TV screen shall be installed for the entertainment of vehicles. The material to be shown on this screen shall be entirely at the discretion and orders of BSTDC.
- xix. Though the contract shall be awarded for a period of 3 years initially but a tourist feedback system shall be created and the quality of feedback of the travellers shall form an important basis for continuance of the services. In case the quality of services/ complaint red ressal system is not found to be of good level the contract shall be terminated forthwith without giving any consideration to the notice period stipulated in this contract.
- xx. The staff assigned for the tours will remain well dressed and courteous to all the passengers & shall at all times remain the employee of the operator and in no way a employer employee relationship can arise with the corporation.
- xxi. Staff of operator will at no time consume any intoxicating substance like alcohol, pan, tobacco, Gutka etc during the period he is assigned to operate on the tour in such manner that it affects

his performance as the driver of the vehicles in the opinion of the Managing Director or the nominated person to inspect the bus or generally to look after the operations of the bus.

- xxii. All labour laws and other statutory provisions with respect to the employees deployed shall be complied with by the operator.
- xxiii. The Corporation reserves the right to inspect / visit the premises\places where the bidder has supplied/plying buses/vehicles for tour operation/packages to ascertain the Bidder's eligibility & his fulfilling the qualification criteria etc. as and when required during evaluation of the bids.
- xxiv. Corporation reserves the right to award similar concurrent contract to any other operator as per its own terms and conditions.
- xxv. The contract can be terminated by giving one month's notice by either side.
- xxvi. The operators shall ensure safe driving of the vehicle without disturbing any other vehicle/ public/traffic etc. Operator shall be responsible for any accident, misconduct of the driver or damage to the public, passenger, goods or vehicle.
- xxvii. The operator shall take an insurance policy covering the risk to passengers, public, luggage, vehicle, driver and staff.

11. Check List

Evaluation will be done as per the information provided in the checklist. Hence unattached checklist may be rejected.

Check List for Document Submission

Sl. No.	Checklist Item Description	Description	Document Link Name	Document attached (YES/NO)
1	Submission of Tender document Fee	Copy of Tender document Fee	TDFEE_DOC	
2	Submission of EMD	Copy of EMD	EMD_DOC	
3	Bid Letter		BIDLET_DOC	
4	Bidder must be a registered entity in India for tour operator/agency for same category of services.	Copy of Valid Certificate of existence/operation of applicant.	COMP_REG_DOC	
5	The Bidder must be well established and must have supplied or plying 10 tour Packages to any State Transport Undertaking or any such organization on hiring mode for at least three years with satisfactory performance.	Copies of Contract/work orders and reference of the contact person (name address and telephone no.)	NET_WOR_DOC	
6	The bidder should neither have been debarred and / or blacklisted by any Central/State Govt. Department.	Self declaration for Anti Blacklisting by authorized signatory of the company	ANTI BLACKLISTING_DOC	
7	The applicant should have an average annual turnover of Rs. 50 lakhs in last three preceding financial years till FY 2019-20 to be certified by a Chartered Accountant based on audited financial statement.	Copy of certificate of Chartered Accountant.	TURNOVER_DOC	
8	No pending Litigation: the bidder shall provide information on any current or pending litigation or arbitration separately on a self declaration.	Copy of Affidavit on letter read	NPL_AFFIDAVIT_DOC	

9	The bidder must have sufficient technical & administrative employees for these services.	Copy of declaration by head of organization/ Company/ Business Unit	EMP_declaration_DOC	
10	Bidders are neither allowed to join hands to form consortium to participate in this tender nor to submit multiple bids.	Copy of self declaration	SELF_declaration_DOC	
11	The Bidder should have an office in the state of Bihar or should be agreeable to open an office in Bihar in the event of award of contract.	Copy of declaration by head of organization/ Company/ Business Unit	BHROFF_declaration_DOC	
12	All pages of the bids should be signed by authorized signatory.	Copy of declaration by head of organization/ Company/ Business Unit	SIGN_declaration_DOC	

Note:- All documents should be attached at right places otherwise it will rejected.

General cum Technical Bid Form

Bihar State Tourism Development Corporation Ltd., Patna				
(A Govt. of Bihar Undertaking)				
General Bid Form				
1	Name of Bidder			
2	Name & Designation of Authorized Signatory			
3	Registered Office Address			
5	Year of Establishment			
6	Telephone Number(s)/ Mobile			
7	Website			
8	Fax No.			
9	Email Address			
The Tender Processing Fees amount to Rs.1180.00 to be deposited through e-Payment Mode only.				
I.	Following documents are attached towards the proof of Tender cost and earnest money deposited.			
Sl. No.	Instrument of Tender cost and Earnest Money Deposited (EMD) DD /e- Payment	Amount	DD Number	DD Issuing date
Note: Tender Cost and Earnest Money Deposit (EMD) paid by Demand Draft /e-Payment only				

12. Evaluation of Bids

General cum Technical Bid

Detailed technical evaluation shall be carried out along with other conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation.

The evaluation committee may call the responsive bidder(s) who comply with all terms and conditions of the tender for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The bidder should give a detailed presentation on how their technology is best suited for BSTDC Ltd. However, the committee shall have sole discretion to call for discussion/presentation.

Evaluation and Comparison of Bids

The evaluation of bids shall be done on QCBS basis.

80 % weightage will be awarded for Technical Evaluation and 20 % weightage will be awarded for Financial Evaluation

Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the Scoring Model provided in the previous section.

The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

Final Evaluation Criteria - Quality and Cost based selection (QCBS)

The individual Bidder's commercial scores (CS) are normalized as per the formula below:

$F_n = F_{min}/F_b * 100$ (rounded off to 2 decimal places) Where,

F_n = Normalized commercial score for the Bidder under consideration F_b = Absolute financial quote for the Bidder under consideration F_{min} = Minimum absolute financial quote

Composite Score (S) = $T_s * 0.80 + F_n * 0.20$

The Bidder with the highest Composite Score(S) would be awarded the contract.

13. Appointment of Successful Bidder **Award Criteria**

BSTDC Ltd will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined in the EOI.

Notification of Award

BSTDC Ltd will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, BSTDC Ltd may request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidders furnishing of Performance Bank Guarantee, BSTDC Ltd will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract.

Signing of Contract

After BSTDC Ltd notifies the successful bidder that its proposal has been accepted, BSTDC Ltd shall enter into a contract, incorporating all clauses, clarifications and the proposal of the bidder between BSTDC Ltd and the successful bidder with mutually agreed terms and conditions. The validity of the contract shall be two years from the date of signing the contract one more year with mutual consent.

14. Penalty

The bidder shall re-conduct assessment at no additional cost to BSTDC Ltd if Deficiency in Services (failure to conduct and complete the assessment on the scheduled date due to any technical issues such as network issues, server issues, power issues) are for reasons solely and entirely attributable to the bidder that has been proved.

15. Fraudulent and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this EOI, BSTDC Ltd shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, BSTDC Ltd shall, without prejudice to its any other

rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the EOI , including consideration and evaluation of such Bidder's Proposal.

_ “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by BSTDC Ltd with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

_ “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 Selection Process.

16. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or BSTDC Ltd as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The bidder or BSTDC Ltd shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract. However, BSTDC Ltd shall make payment for all the services rendered by the bidder till such date of termination of contract.

17. ARBITRATION

BSTDC and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, BSTDC and the selected Bidder are unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and conciliation Act, 1996 and amendments thereof.

All Arbitration proceeding shall be held at Patna, Bihar State, and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English.

18. BIDDER UNDERTAKING

Undertaking by the Bidder

I have read all the terms, conditions, enclosures and the whole tender document No..... Dated (Page number 1 to.....) and have understood the contents. As a token of acceptance of all the terms of tender, I am here by submitting the entire tender document and the full corrigendum electronically in PDF format by using the allotted digital signature. I am also authorized by my firm to fill in this tender.

Name of Person: _____

Complete Address: _____
