

Department of Tourism & Civil Aviation
Himachal Pradesh, Shimla



Request for Proposal (RFP) for “Organizing Adventure Events (Paragliding, Water Sports & Rafting) Events at various locations in Himachal Pradesh

The Department of Tourism intends to encourage private sector participation in Organizing Adventure Events (Paragliding, Water Sports & Rafting) Events at various locations in Himachal Pradesh. The Department invites proposals from interested bidders of National/International repute for these events.

Information and DATE SHEET for important events of EOI

Publish Date	17-12- 2019
Bid Document Download / Sale Start Date	20-12-2019
Bid Submission Start Date	06-01-2020
Pre Bid Meeting	30-12- 2019 at 1100 Hrs IST
Bid Submission End Date	28-01-2020 upto 1400 Hrs IST
Bid Opening Date	28-01-2020 at 1500 Hrs IST
Mode of submission of EOI	Physical/ Through post/ courier
Place of Opening of EOI	Shimla

Note: -

1. Every bidder should check **Eligibility conditions** as per RFP document, before submitting the RFP.
2. Any Corrigendum or Addendum major or minor issued subsequent to this RFP Document will be uploaded only on website [www. himachaltourism.gov.in](http://www.himachaltourism.gov.in)
3. To facilitate checking the responsiveness and evaluation of Technical Bids, Department may at its sole discretion, without being under any obligation to do so, reserves the right to call for any clarification from any Bidder regarding its Proposal after opening of EOI, such clarification(s) shall be provided within the time specified by Department for this purpose. If the Bidder does not provide the clarification sought within the prescribed time, its RFP shall be liable to be rejected. In case it is not rejected, Department may proceed to evaluate the proposal by construing the particular required clarification to the best of its understanding.

EOI Cost: Rs. 2000 (Rs. Two Thousand only) needs to be deposited through Demand Draft/pay order in favour of Department of Tourism & Civil Aviation, Himachal Pradesh payable at Shimla issued by a scheduled commercial Bank .

EOI Submission : RFP the shall be submitted separately by post/courier or in person latest a before Bid Submission End Date (IST) to: Director,Department of Tourism & Civil Aviation Department,Block No. 28, SDA Complex,Kasumpti, Shimla- 171009.

Department of Tourism & Civil Aviation reserves the right, without any obligation or liability, to accept or reject any or all of the EOIs at any stage of the process, to cancel or modify the process, or any part thereof, or to vary any of the terms and conditions at any time, without assigning any reasons whatsoever. Department of Tourism & Civil Aviation further reserves the right to curtail the current process at any time for the projects being bid out without assigning any reasons to anyone.

**Director,
Tourism & Civil Aviation,
Himachal Pradesh, Shimla-171009.
Ph. 0177-2625924, Email: tourismmin-hp@nic.in
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**REQUEST FOR PROPOSAL
FOR
ORGANIZING ADVENTURE EVENTS (PARAGLIDING, WATER SPORTS & RAFTING) EVENTS AT
VARIOUS LOCATIONS IN HIMACHAL PRADESH**

**Tourism & Civil Aviation Department
Block No. 28, SDA Complex,
Kasumpti, Shimla-171009
Email: tourismmin-hp@nic.in
Website: <https://himachaltourism.gov.in>**

DISCLAIMER

The information contained in this RFP document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants 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 is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Agency. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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, reliability or completeness 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 in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant 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 assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Agency and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever and cancel the entire bidding process.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal 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 Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other

expenses incurred by an Applicant in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

DATA SHEET

	Name of the Authority: Director, Department of Tourism & Civil Aviation (DoTCA) Shimla, H.P.
	Method of Selection: Hybrid - QBS (Quality Based Selection with No Cost implication to Authority)
	Financial proposal to be submitted Through post/ courier or in person.
	Site Visit : Yes, Date: will be intimated in Pre-bid Meeting. Pre-Bid Meeting will be held: Yes Pre Bid Meeting: Date: 30/12/2019 Time: 1100 hrs Venue Tourism & Civil Aviation Department Block No. 28, SDA Complex, Kasumpti, Shimla-171009 tourismmin-hp@nic.in
	Proposal should remain valid for 180 days from the proposal due date
	The Agency/Firm is required to include with its Proposal written confirmation of authorization to sign on behalf of the Firm: Yes
	The Agency/Firm must submit: i. Technical Proposal ii. Financial Proposal (Zero Quote as in Annexure VI)
	The Agency/Firms are required to submit Proposals by post/courier or in person.
	Cost of RFP document to be paid: Yes, Rs.2000/- (Rs. Two Thousand only) to be paid by Demand draft only in the name of "Director Tourism & Civil Aviation, HP"
	The Amount for EMD: Rs. 1, 00,000/- only (Rupees One Lakhs only) to be submitted along with technical proposal.
	EMD of the bidders not selected will be returned not later than 180 days from Proposal Due Date. The selected bidder's EMD shall be returned upon submission of performance security. Bids not accompanied by the EMD shall be rejected.

	Date for Opening of Technical Proposal: 28/01/2020
	Expected date for Presentations: will be informed to shortlisted bidders.

1. INTRODUCTION & BACKGROUND

1.1.INTRODUCTION

Himachal Pradesh can easily be described as the best state of the nation, in terms of richness and diversity of tourism destinations. Tourism in Himachal Pradesh has been recognized as one of the most important sectors of the economy as it is being realized as a major engine of growth for future. Himachal Pradesh is endowed with all the basic resources necessary for thriving tourism activity like geographical and cultural diversity, clean, peaceful and beautiful streams, sacred shrines, historic monuments, lush green forests and above all friendly and hospitable people. Tourism industry in the state has Innumerable monuments, exquisitely carved temples, stupas, forts and palaces are dotted all over the State. The natural beauty of Himachal Pradesh is equally varied. Like spectacular mountain ranges, meandering rivers, huge water bodies, miles of dense forests, wildlife, adventure activities, religious destination, landscapes etc. The best part about HP is its pristine environment. In the last few years, the Government of Himachal Pradesh has initiated several measures to position the State as the leading tourism State globally.

1.2. OBJECTIVE

1.2.1. DOTCA invites offers from reputed companies for operating Adventure and Sports Activities at various locations in Himachal Pradesh throughout the year.

The event is to be organized on Public Private Partnership (PPP) mode providing amenities and enhanced tourists experience. It includes activities like land, water and Aero based adventure activities, the overall objective of the agency is to operate Adventure sports activities, sports.

1.3. Schedule of events

1.3.1 Event Dates - Will be mutually decided by Department and successful bidder.

- a. Adventure Activities must be operational on each day from Sunrise to Sunset, subject to weather conditions.
- b. Art & craft, Food stalls must be operational on each day from 10AM to 10 PM
- c. Art & craft workshops must be operational during day time.
- d. Cultural events to be organized in the evening.
- e. Grand cultural program to be organized on Saturday, Sunday evenings only.

1.4 Proposed packages for activities:-

Activity	Locations	Period For Organizing Events
Aero Sports (Package -1)	Bir Billing	Any time of the year, excluding time period from 15 July to 15 September
Water Sports (Package -2)	Gobing Sagar, Pandoh, Lارجي Dam, Chamera, Tattapani etc.	Any time of the year, excluding time period from 15 July to 15 September
River Rafting (Package -3)	Kullu, Tattapani, Nadaun, etc.	Any time of the year, excluding time period from 15 July to 15 September

The locations indicated above are indicative and locations may be added or deleted by mutual consent of successful bidder and Department.

1.5 Scope of work and Terms & Conditions:-

- 1.5.1 DOTCA shall make available the land, marked out, for the activities under this tender. Selected agency shall be setting up their activities at site, as per direction of DOTCA.
- 1.5.2 All other infrastructure support like ticketing counter, power supply, and various permissions shall be arranged by selected agency. However, administrative support to get approvals etc shall be provided by DOTCA. Any activity/activities requiring permanent set up or infrastructure shall not be permitted under this tender.
- 1.5.3 The operations shall be run in the name of "AGENCY / OPERATOR". DOTCA will provide marketing support for the event.
- 1.5.4 **Land:** Necessary land required for the operations of event will be made available by DOTCA. No activities requiring permanent set up or infrastructures are permitted.
- 1.5.5 **Check-In Counters:** Reception area for activity zone. Completely branded with details of the activities and small pamphlets for activity info, rates etc.

1.5.6 **Adventure Activity areas:** Separate areas for daily Air, Water and Land Activities with all high standard safety and security measures for overall operation of the activity allocating appropriate skilled manpower for operating and maintaining the activity, Ticket Counters etc.

List of other allied Adventure activities to be conducted with the above mentioned events :-

- (a) All-Terrain Vehicle (ATV)/ 4x4 Off-roading safaris
- (b) Trekking and Hiking
- (c) High rope course
- (d) Zip line/ Canopy tour from tower
- (e) Zorbing- Land activity
- (f) Parasailing / Air activity
- (g) Hot Air Ballooning-Air activity
- (h) Para Motor - Air activity
- (i) Bungee jumping/ejector
- (j) Kids Zone with small activities for kids such as battery operated cars, etc.
- (k) Any other activity agreed by both the parties.

Note: All the above mentioned activities can be enjoyed by the tourists/ guests on chargeable basis. The agency will levy nominal charges directly from them. All permissions and safety measures, from the concerned authorities, to be taken by the agency. Rates of the activities should be as per norms, universal as per applicable rates. Any other activity can be organized subject to approval from DOTCA. These will be held along with the main adventurer activities. All the equipments for organizing these activities, permissions from different agencies, safety measures will be adhere by the operator.

1.5.7 **Other Activity areas:** Separate areas for daily conducting Leisure Activities, & Food Zone with all high safety and standard security measures for overall operation of the activity allocating appropriate skilled manpower for operating and maintaining the activity, Counters etc.

1.5.8 **Evening Entertainment Arena.** Arena should have a grand stage including comprehensive world-class audio/ visuals, speakers, LED screens (min. 2 screens of size 12 x 10), Lights, AV Console with technician support and sitting arrangements in theatre formats to accommodate a minimum of 500 people for cultural and other entertainment (approx. size 15000 sq.ft area).

1.5.9 **Lounge Area.** Lounge area must accommodate 100 or more people, lounge chairs, couches, tables, etc. with the thematic décor.

1.5.10 **Sustainability.** Successful Bidder will arrange Venue and accommodate a suitable arrangement for the event. (bottled water, recycling packaging material, no plastics, no straws

etc).

1.5.11 **Bulk Insurance:** The Selected agency 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 DOTCA before start the operation. DOTCA shall not be responsible in event of any mishap or unforeseen event/accident for operation of such activities by selected parties.

1.5.12 **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 equipments.

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.

The Authority shall have the right to inspect the premises and also the books of accounts, etc. of the selected agency at any time. Selected agency may be required to submit the accounts as and when directed by the Authority, which the selected agency cannot deny and the same shall be provided by the selected agency within a reasonable time not later than 3 days.

1.5.13 **Permissions:** 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.

The selected agency has to confine his activities only within the specified area handed over to them by DOTCA.

All costs, charges, including stamp duty and registration charges, etc. shall be borne by the selected bidder / operator.

The DOTCA 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 DOTCA from all claims.

The selected agency should arrange electricity, water and maintenance and other facility at their own cost. DOTCA will facilitate the process of paperwork with govt agencies.

1.5.14 **Thematic Décor:** The Event site should essentially reflect a Himachali theme décor and ambience with, at the same time; a professional type layout as per the requirement of the event.

a) Visible, prominently and easily accessible information counter (May I Help you) for the event.

- Easy accessibility and visible, double sided signage's for all participants.
- b) Separate Areas for Air, Water and Land activities and other activities such as cultural event, food stalls, handicraft display/demonstration and other leisure activities.
- 1.5.15 The agency shall provide access control through entry tickets. Different access for each activity. Agency shall also provide ID Cards & uniforms for staff working in the event. Selected bidder will deploy the workers having medical certificate along with police verification.
- 1.5.16 Fire and other safety measures in and around the activity area including fire, electrical, other safety audit certificate to be attained. The successful bidder will take all legal permissions or clearances for conducting the event. Fire brigade, Ambulance, First Aid medical facilities with physician. MPT will assist the agency.
- 1.5.17 The Selected bidder should work in coordination with the other agency/ies operating at Site agency if any.
- 1.5.18 Security: Successful Bidder will provide full and adequate support to ensure an appropriate level of security for Team, Contractor staff and all associate participants to prevent and/or mitigate known human and health threats. Successful bidder will provide a security plan. Security and safety of the equipment's and tools of agency are to be installed at their own risk. The security arrangements for the same shall be sole responsibility of the agency. DOTCA shall pay no extra amount in case of any loss, damage, theft or accident.
- 1.5.19 The selected agency shall make their own arrangements for boarding, Lodging, food & transport etc for their staff at their own cost. No such facilities shall be provided by DOTCA.
- 1.5.20 The event management team will be connected with Walkie-talkies.
- 1.5.21 The bidder shall arrange for silent DG Set of enough capacity as per requirement.
- 1.5.22 **Contractor Staffing**
- a) Consistent Contact. Successful Bidder will provide at least one (1) consistent primary contact and one (1) secondary back-up contact for the entire term of this agreement. Successful Bidder will provide contact names upon signature of the agreement.
- b) Successful Bidder Contacts. Successful Bidder will provide all names, phone, and email address information for all key contacts associated with event.
- c) Successful Bidder Staffing/Volunteers. Successful Bidder will provide support team to work at

the venue and other places to assist tourists/guests as per requirement.

1.5.23 **Post event report**

- a) High-resolution photos and high quality film covering the event and activities shall also be submitted to DOTCA.
- b) Post event report covering each activity and as per scope of work including details like media coverage etc. of event in both hard and soft copies within 15 days from the close of the event.

1.5.24 **Miscellaneous**

The agency shall also be responsible for the following deliverables:

- a) Successful bidder shall open a temporary office at the event site before the event and deploy minimum 1 senior person staff and one technical person to coordinate and organize the activities of the event.
- b) The supervisory head of the staff placed at the station should necessarily be a full time employee of the agency selected from a managerial position only.
- c) Any other non-financial assistance/logistics support what so ever found feasible by the department from time to time.
- d) Any other activity and additions to the event as instructed by DOTCA.
- e) After the event, the venue shall be handover duly neat and clean to the concerned authority.

1.6 BRIEF DESCRIPTION OF THE SELECTION PROCESS

The selection of successful bidders will be based on Quality Based System. The projects will be awarded to highest ranking bidder

Separate Proposals shall be submitted for

- 1) Aero
- 2) Water Sports
- 3) Rafting

In case interested bidders wants to bid for more than one package the bidder has to submit different proposal for each package.

The first stage of the evaluation (the "Qualification- Technical Proposal Stage") of the process involves Qualification of interested parties (the "Bidder"), in accordance with the provisions of this RFP.

At the end of first stage, the Authority will announce a list of all pre- qualified Bidders who are qualified and eligible for evaluation in the Second stage (The Presentation Stage) and will be asked to give presentation on their proposals.

No financial bids are to be submitted with this RFP. The successful bidders shall not be paid any remuneration or any amount for conducting these activities and Financial Quote shall be considered as Zero.

1.7 SCHEDULE OF BIDDING PROCESS:-

S.No	Activity	Date and Time
1.	Publish Date	17/ 12//2019
2.	Document download/ Sale Start date	20/ 12//2019, 1900hrs
4.	Pre Bid Meeting	30/ 12//2019, 1100hrs
5.	Bid Submission Start Date	06/ 01//2020, 1100hrs
6.	Bid Submission End Date	28/01/2020, 1400hrs
7.	Bid Opening Date	28/01/2020, 1500hrs
8.	Presentation	To be informed to successful bidders

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 RFP document

The document can be downloaded from the official website of the Authority www.himachaltourism.gov.in. The bidder will have to pay RFP Document Fees Rs. 2000/- (Rupees Two Thousand only) payable through Demand draft of any scheduled bank payable at Shimla

2.2 Eligibility of Bidders

- 2.2.1 The proposed bidder should be a Proprietorship /Partnership firm / Company. Incorporation/registration certificate should be furnished as documentary proof.
- 2.2.2 The bidder should have a minimum average **Annual Turnover of Rs. 2 crores (of last financial years i.e. 2016-17, 2017-18 & 2018-19. (Chartered Accountant certificate required)**
- 2.2.3 The bidder should have organized at least 2 National and 1 International Adventure Event in last three financial years **i.e. 2016-17, 2017-18 & 2018-19.**
- 2.2.4 The Agency should have an experience of at least three (03) years in the field of adventure activities conducting any three activities as listed in point no. 6 of scope of work. However for each sector the Agency should have experience in at least one activity eg if Agency is bidding for Aero based activity it should have experience of three activities out of which 1 activity should compulsorily be of Aero sector.
- 2.2.5 List of skilled personnel (CV with detailed qualification, training and relevant experience of personnel duly signed to be enclosed).
- 2.2.6 The Agency shall not have been be blacklisted by any Central/ State Government/ Public Sector Undertakings. There should be no statutory / legal proceedings pending against the agency. The Agency shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required.
- 2.2.7 The agency must enclose credentials with regards to the above parameters at the time of submitting the technical bid.

Note: All necessary documents in support of qualification claim (eligibility criteria) shall be attached with the application

2.3 General Terms of Bidding

- 2.3.1 All documents submitted by the Applicant(s) will be treated as confidential.
- 2.3.2 Authority reserves the right to accept or reject any or all applications, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the Applicant(s). Authority

also reserves the right not to award or enter into any contract or agreement with any Applicant(s), and may terminate the procurement process at any time without thereby incurring any liability to any Applicant.

- 2.3.3 Failure by any Applicant(s) to provide all of the information required in the proposal or any additional information requested by Authority may lead to rejection of the Applicant's proposal in its entirety.
- 2.3.4 Applicants have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the Applicant or termination of its Contract at any stage.
- 2.3.5 A recommendation for award of Contract will be rejected if it is determined that the recommended Firm has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; in such cases the Authority will declare the Firm and/or members of the consortium ineligible, either indefinitely or for a stated period of time and will be blacklisted.
- 2.3.6 Wherever required by applicable laws, Authority shall deduct taxes at source, from the amounts payable, and shall provide to the firm/Agency the appropriate tax deduction certificate evidencing payment of such taxes.
- 2.3.7 It may be noted that the Bidders cannot prescribe any time limit for the validity of all the rates quoted in the financial bid.

2.4 Cost of Bidding

- 2.4.1 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 Right to accept and to reject any or all bids

Notwithstanding anything contained in RFP, DOTCA reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the DOTCA's action.

B. DOCUMENTS

2.6 Contents of the RFP

- 2.6.1 The proposal should be submitted as follows:- Technical Proposal to be submitted by post / courier or in person only with the format includes Annexure I to V).

2.7 Site visit & Clarifications

- 2.7.1 Site Visit of the venue can be scheduled as per clause 1.6. A Team/official from Himachal

Pradesh Tourism will accompany the visit.

- 2.7.2 Agency may request a clarification on any of the bid documents on the pre bid meeting date indicated in the Data Sheet. Any request for clarification must be sent in writing by email to DOTCA at the email address indicated in the Data Sheet to the pre-bid meeting. The last date of receiving the pre bid queries shall be two days after pre bid date. DOTCA will uploading the same on its website at www.himachaltourism.gov.in and may send the copies of the response to all agencies/ firms attending the pre bid meeting. At any time before the submission of Proposals, DOTCA may, for any reason, whether at its own initiative or in response to a clarification request by a firm, modify the bid documents (RFP) by amendment. The amendment will be notified through DOTCA website i.e. www.himachaltourism.gov.in tender section and will be binding on them. DOTCA may, at its discretion, extend the deadline for the submission of Proposals.

2.8 Amendments Modification of RFP

- 2.8.1 At any time prior to the deadline for submission of RFP, Authority may, for any reason, whatsoever at its own initiative or in response to clarifications requested by Bidder, modify the RFP by the issuance of Addenda and the same shall be notify through website i.e. www.himachaltourism.gov.in and in tender section of department website.
- 2.8.2 Any Addendum thus issued will be notified to all those who have purchased the RFP though e procurement portal. All such amendments/addendum will become part of the bidding document.
- 2.8.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Bid Due Date.

C. Preparation & submission of Bids

2.9 Language

- 2.9.1 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 translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. 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.

2.10 Format & signing of Bid

- 2.10.1 The Bidder shall prepare original copy of the documents comprising the Bid as described in the TENDER. The Bidder bidding for the project has to submit Technical Bid of the Project along with all relevant required documents and EMD submitted by post / courier or in person only.
- 2.10.2 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.

2.10.3 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initialed by the person or persons bidder to sign the Bid.

2.11 Submission & marking of Bid

The Bidder shall submit the Bid in two Parts as below: I:

Envelop 1: EMD

Envelop 2: Technical Bid including soft copies if any.

Both Envelops shall be put in a sealed envelop and submitted

2.12 Bid Due Date

2.12.1 Bids should be submitted on the Bid Due Date at the address provided in the RFP in the manner and form as detailed in this RFP.

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with the RFP uniformly for all Bidders.

2.13 Late Bids

2.13.1 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.

2.14 Modifications/ Substitution/ Withdrawal of Bids

2.14.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.14.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate and be sent to the authority at the address as mentioned in the RFP.

2.14.3 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.15 Rejection of Bids

2.15.1 The Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Authority to accept any Bid or to give any reasons for their decision.

2.15.2 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.

2.16 Validity of Bids

2.16.1 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.

2.17 Confidentiality

2.17.1 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.

2.18 Correspondence with the Bidder

2.18.1 The Authority shall not entertain any correspondence with from any Bidder in relation to acceptance or rejection of any Bid.

D. EARNEST MONEY DEPOSIT (EMD) and PERFORMANCE SECURITY:

2.19 Earnest Money Deposit

- 2.19.1 The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) amount of Rs. 1, 00,000/- (Rupees One Lakh only) to be submitted in form of Account Payee Demand Draft from a Commercial Bank in an acceptable form or in the form of a Fixed Deposit Receipt pledged to the Director, Department of Tourism & Civil Aviation. The EMD shall be refundable to unsuccessful bidder not later than 180 (one hundred and Eighty) days from the Bid Due Date. Except in case of the 2nd ranked bidders. EMD of the 2nd ranked bidder shall be returned on signing of the agreement with the selected bidder. The selected bidder's EMD shall be returned upon submission of Performance Security. Bids not accompanied by the EMD shall be rejected.
- 2.19.2 Any Bid not accompanied by the EMD shall be summarily rejected by the Authority as non-responsive.
- 2.19.3 The EMD of unsuccessful Bidders will be returned promptly without any interest.
- 2.19.4 The EMD 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 Agreement, or otherwise, under the following conditions:

- a) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- b) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
- c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- d) In the case of the Preferred Bidder, if the Bidder fails within the specified time limit to:
 - i) Sign and return the duplicate copy of LOI;
 - ii) Furnish the required Performance Security within the period prescribed there;
 - iii) Sign the Agreement.
- e) Any other conditions, with respect to the Preferred Bidder, for which forfeiture of Bid Security has been provided under this RFP.

2.20 Performance Security

- 2.20.1 The successful Bidder will Deposit Five Lacks as Security of in the form of Account Payee Demand Draft or a Bank Guarantee from a Commercial Bank in an acceptable form or in the form of a Fixed Deposit Receipt pledged to the Director, Department of Tourism and Civil Aviation, Himachal Pradesh. The performance security will be submitted before the award of letter.
- 2.20.2 The Performance Security should remain valid for a period of 60 days beyond the completion of the period of contract.

3. EVALUATION OF BIDS

3.1 Opening & Evaluation of Bids

3.1.1 The Authority will open all the Bids received (within stipulated time) containing the Technical Bid and announce the names of (i) Bidders. In the event of specified date of Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day.

3.1.2 Technical Bid shall then be opened. Evaluation of Technical Bid and Determination of Responsiveness of the same.

3.1.3 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required EMD and Tender Fee submitted in prescribed format.

3.1.4 If the EMD furnished does not conform to the amount and validity period as specified in this RFP document and has not been furnished in the form specified in the RFP, the Bid shall be rejected by the Authority as non-responsive.

3.1.5 Test of Responsiveness- Prior to evaluation of Bids, the Authority (DOTCA) shall determine whether each bid is responsive to the requirements of the RFP. A bid shall be considered responsive

only if;

- a) it is received in as per the formats provided in the RFP
- b) it is received by the Bid due date including any extension there of
- c) it is duly signed and marked as stipulated in the RFP
- d) it is accompanied by EMD as stipulated specified in this RFP
- e) it is accompanied by the Power of Attorney as specified in the RFP
- f) it contains all the information and documents (complete in all respect) as required in the RFP and/or bidding document (in the same format as those specified)
- g) it does not contain any conditions or qualifications, and
- h) it is non-responsive thereof;
- i) it contains certificates from its statutory auditors in the formats as specified

3.1.6 The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria in terms hereof, has the required financial capabilities as set out in this RFP, is accompanied by the requisite certificates, undertaking and other relevant information specified in this RFP document and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require.

3.1.7 If the Technical Bid of any Bidder is not substantially responsive, the Bid of such Bidder will be rejected by the Authority and the Bidder will not subsequently be allowed to make its Bid responsive by correction or modification or withdrawal of the non-conforming deviation or

reservation. The authority may ask the bidder for any document and clarification as and when required.

3.1.8 The Authority shall inform, the Bidders, whose Technical Bid is found to be responsive for and who are short listed based on qualification criteria as detailed out in the RFP for presentation .

3.1.9 The presentation shall be evaluated on the basis of following parameters:

- a) Planning of the activities
- b) Concept, theme and design
- c) Site planning for activities
- d) Different cultural evening ideas, stage, theme décor
- e) Branding at the event site
- f) Walk through of the event through graphics
- g) Best use of eco friendly practices
- h) Safety Plan
- i) Waste Management Plan
- j) Quality of the products, machines, equipments and material to be used during the activities
- k) Value additions to the Activities

3.2 Short listing of Bidders

- a) The Bidder shall be shortlisted on the basis of scoring obtained.
- b) The minimum qualifying marks shall be 70%
- c) The segregation of marks shall be as follows:

Criteria	Max. Mark s	Marks Obtained
<p>The bidder should have organized at least 2 National and one International Adventure Event in last three financial years Minimum 2 National & 1 International Adventure Event: 10 marks, Above 2 National & 1 International Adventure Event, 2marks for each event maximum up to 20 marks 2 National and 1 International Event: 10 Marks Additional marks, 1 National/ International Event: 12 Marks 2 National/ International Event: 14 Marks 3 National/ International Event: 16 Marks 4 National/ International Event: 18 Marks 5 National/ International Event: 20 Marks</p>	20	

Please note: 1 International event is mandatory.		
<p>Financial Capability: The agency should have minimum average annual turnover of Rs. 2 crores in the last three financial years (16-17, 17-18 and 18-19).</p> <p>Rs. 2 crores: 10 marks</p> <p>Above Rs.2 crores up to 2 marks for every Rs. 2.00 crores maximum up to 20 marks</p> <p>Rs. 2 Crore Annual Turnover in the last 3 financial years: 10 Marks</p> <p>Additional Marks,</p> <p>Rs. 4 Crore Annual Turnover (last 3 financial years): 12 Marks</p> <p>Rs. 6 Crore Annual Turnover (last 3 financial years): 14 Marks</p> <p>Rs. 8 Crore Annual Turnover (last 3 financial years): 16 Marks</p> <p>Rs. 10 Crore Annual Turnover (last 3 financial years): 18 Marks</p> <p>Rs. 12 Crore Annual Turnover (last 3 financial years): 20 Marks</p>	20	
<p>The Agency should have an experience of at least three (03) years in the field of adventure activities conducting any three activities as listed in point no. 1.5.6 of scope of work.</p> <p>For 3 years – 6 marks</p> <p>Above three years 2 marks for every year with maximum of up to 20 marks</p>	20	
Total	60	

- d) The bidders are required to score **minimum 70% marks i.e. 42 technical points** (technical marks) to be shortlisted and qualify for making presentation. The presentation shall be given by authorized representative of the bidder and the main evaluation parameters shall be as follows :

Presentation	40	
(a) Planning of the activities		
(b) Concept, theme and design		
(c) Site planning for activities		
(d) Branding at the event site		
(e) Walk through of the event through graphics		
(f) Best use of eco friendly practices		
(g) Quality of the products, machines, equipment's and material to be used during the activities		
(h) Safety Plan		
(i) Waste Management Plan		
(j) Value additions to the Activities		
Total	40	

- e) On the basis of technical assessment which includes presentation, the agency which scores highest aggregate marks (H1) will be issued letter of Intent (LOI) of bid and invited for signing the contract after submission of Performance security. In case the H1 bidders does not submit the Performance security or does not start the work within stipulated time, H2 will be offered the LOI. At the discretion of the management Bid may be accepted in case of single tender.
- f) The Authority will notify the selected firm/Agency in writing by registered letter, e-mail etc. After finalization of detailed scope of work, terms & conditions, schedule, 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.
- g) The final authority lies at the sole discretion with the Director, DOTCA.

3.3 Clarification of Bids

- 3.3.1 To assist in the examination, evaluation and comparison of Bids, DOTCA may, at its discretion, ask any Bidder for authentication the correctness of the information/details furnished by him in his Bid. Such request by DOTCA 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 DOTCA in the evaluation of the Bids.
- 3.3.2 Subject to Sub Clause in the RFP, no Bidders shall contact DOTCA on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.
- 3.3.3 Any effort by the Bidder to influence DOTCA in the DOTCA's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of his Bid.

3.4 Process to be Confidential

3.4.1 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.

3.5 Award of Contract

3.5.1 Selection & Award Criteria

- a) The evaluation committee shall evaluate the Technical Proposals on the basis of responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the tender. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the tender.
- b) The Client shall evaluate each technical proposal taking into account several criteria. Each criterion shall be marked on a scale of 1 to 100. Then the total points shall be weighted to become scores.
- c) The points and the criterion have been specified in the RFP.
- d) The bidders are required to score minimum 70% technical points in stage 1 (technical marks) to qualify for making presentation.
- e) The agency which scores highest aggregate marks (H1), after adding the scores for the technical and Presentation, will be awarded the contract for organizing the event.
- f) The Authority will notify the selected firm/Agency in writing by registered letter, e-mail etc. 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.
- g) The final authority lies at the sole discretion with the Director, DOTCA.

4.0 LETTER OF INTENT

4.1 After selection , a Letter of Intent (the "LOI") shall be issued, in duplicate, by the Authority to 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. 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, and the Authority may select the next Agency in the rank.

After acknowledgement of the LOI as aforesaid by the Agency, it shall cause the successful Bidder to execute the Agreement. The Agency shall not be entitled to seek any deviation, modification or amendment in the Agreement. The Agreement shall be on year to year basis.

5.0 Total Duration of Service:

Duration of service will be 2 years from the award of letter of Intent and 1 year extendable after mutual consent. The Agency is required to organize events as per scope of work. Duration of each event has to be between 3 to 5 days, minimum.

6.0 FEE PAYMENT STRUCTURE

6.1 No Payment will be made to the selected agency. The agency has to arrange its own revenue/ Funds and can arrange the same by charging the visitors and by Advertising Revenue.

7.0 Liquidated Damages: In the event of contractor's failure to complete the work and providing various services within the specified time, the DOTCA may, without prejudice to any other rights hereunder, recover from the supplier, as Liquidated Damages, the sum of 50% of the Performance security

8.0 Termination by Default: DOTCA reserves the right to terminate the contract of any agency in case of change in the Government procedures or unsatisfactory services.

9.0 Risk – Purchase Clause: If the contractor, after submission of RFP and the acceptance of the same, fails to abide by the Terms and Conditions of the RFP document or fails to complete the work within the specified time or at any time repudiates the contract, the DOTCA will have the right to:

- a) Forfeit the EMD.
- b) Invoke Security Deposit/Performance Bank Guarantee

- c) In case of completion through alternative sources, the contractor will pay the balance amount to DOTCA.
- d) For all purposes, the work order accepted by the bidder and issued by DOTCA will be considered as the formal contract.

10.0 Arbitration

- 10.1 All matters of dispute arising out of this shall be governed by Indian law and subject to the jurisdiction of Courts at Shimla.
- 10.2 All Disputes between the Parties arising out of or relating to or in connection with this Agreement, including the performance or non-performance of the obligations set out herein shall, so far as is possible, be settled amicably between the Parties within thirty (30) days after written notice of such Dispute has been given by one Party to the other Party. The venue of the amicable settlement proceeding shall be the Head Office of DOTCA at Shimla.
- 10.3 If any dispute or difference of any kind whatsoever shall arise in connection with or arising out of this contract or the execution of work or maintenance of the works there under, whether before the commencement or during the progress of works or after the termination, abandonment or breach of contract, and it is not amicably settled within 60 days of the notice being served on the other party , it shall be referred to arbitration before a Sole Arbitrator appointed by mutual consent of both parties and as per the provisions of the Arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings shall be at Shimla. Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.

11.0 LEGAL

Any legal dispute shall be subject to the jurisdiction of Shimla courts only.

ANNEXURE - I
Letter Comprising the Bid

Ref. Date:

To,
The Director
Tourism & Civil Aviation Department
Block No. 28, SDA Complex,
Kasumpti, Shimla-171009
Himachal Pradesh, India.
Pin code – 17001
Email: tourismmin-hp@nic.in
Website: <https://himachaltourism.gov.in>

Sub: - Request for Proposal (RFP) for “Organizing Adventure Events (Paragliding, Water Sports & Rafting) Events at various locations in Himachal Pradesh

Dear Sir,

Being duly bidder to represent and act on behalf of _____
(hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the “Request for Proposal (RFP) for “Organizing Adventure Events (Paragliding, Water Sports & Rafting) Events at various locations in Himachal Pradesh” (‘Project’).

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

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

We confirm that the application is valid for a period of 180 days from the due date of submission of application and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by M/s_ *...+ (*name of the Bidder*, in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by DOTCA (hereinafter referred as the “**Authority**”) and in any subsequent communication sent by Authority.
3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent

communications from Authority)

4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Preferred Bidder.

6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or 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/ We declare that:

a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

b. I/ We do not have any conflict of interest in accordance with the RFP document; and

c. I/We 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 the RFP document, in respect of any RFP or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

8. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, 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;

9. I/ We 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

10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the 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 community.

11. I further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.

12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

13. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

14. In the event of me being declared as the Preferred Bidder, I agree to enter into a Authorization

Agreement in accordance with the draft that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

15. I have studied all the Bidding Documents carefully and also surveyed the project details. We understand that except to the extent as expressly set forth in the License 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 concerning or relating to the Bidding Process including the award of Authorization.

16. The amount/details has been quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the identified locations of the proposed Centers and all the conditions that may affect the Bid.

17. 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 / Authorization is not awarded to me or our Bid is not opened or rejected

18. I agree and undertake to abide by all the terms and conditions of the RFP document which inter alia includes payment of Project Development Expenses and Project Development Fees (Success Fee) and furnishing of the Performance Security to the Authority in the manner provided in respect thereof in the RFP.

19. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 180 days from the Proposal Due Date.

20. I/we offer an Earnest Money Deposit (EMD) of **Rs. 1, 00,000 (Two Lakhs Rupees Only)** to the authority through _____.

21. I agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I submit this Bid under and in accordance with the terms of the RFP document.

Thanking You,

Yours Sincerely,

Date: _____ Place:

For and on behalf of: (name of the Bidder and the Company Seal)

Signature: (Bidder Representative & Signatory)

Name of the Person: Designation

ANNEXURE - II

RFP FOR

“Request for Proposal (RFP) for “Organizing Adventure Events (Paragliding, Water Sports & Rafting) Events at various locations in Himachal Pradesh”

Detail of Bidder

Sr. No.	Particulars	Remarks/Details (Page No.)
1.	Name of Agency/ Applicant	
2.	Details about office of agency :	
	Address :	
	Phone No :	
	Fax :	
	E-Mail ID :	
	Website :	
	Contact person:	
	Mobile No. and contact person:	
3.	Details about registered office of Applicant and Contact No.	
4.	Status of Applicant [partnership firm/ Pvt. Ltd. Co./ Public Ltd Co. etc]	
5.	Details about Director/Partners List to be attached	
6.	Copy of Memorandum to be attached	
7.	Total experience of applicant [No. of years]	
8.	Certified copy of the Turnover of Agency/ Applicant during last financial three years	
9.	P.A.N. No. (Copy to be attached)	
10.	GST No.(Copy of certificate to be attached)	
11.	Credentials	
12.	Details of RFP Fees attached	
13.	Details of EMD attached	

Signature & Seal of the Bidder Date:

DECLARATION

1. I / We have read the instructions appended to the Pro forma and I/We understand that if any false information is detected at a later date, any contract made between ourselves and DOTCA on the basis of the information given by me/us can be treated as invalid by the DOTCA and I / We will be solely responsible for the consequences.
2. I/We agree that the decision of DOTCA in selection of contractors will be final and binding to me/us.
3. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
4. I / We agree that I / We have no objection if enquiries are made about the work listed by me/us here in above and/or in the accompanying sheets.

Place.

Date.

SIGNATURE:

Name & Designation

& seal of the Company:

Annexure III Statement of Legal Capacity

To be forwarded on the letterhead of the Bidder)

Ref.

Date

To,
The Director
Tourism & Civil Aviation Department
Block No. 28, SDA Complex,
Kasumpti, Shimla-171009
Himachal Pradesh, India.
Pin code – 17001
Email: tourismmin-hp@nic.in
Website: <https://himachaltourism.gov.in>

Sub: Bid for “Request for Proposal (RFP) for “Organizing Adventure Events (Paragliding, Water Sports & Rafting) Events at various locations in Himachal Pradesh”.

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that _____(insert individual’s name) will act as our representative and has been duly bidder to submit the RFP.

Further, the bidder signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you, Yours faithfully,

For and on behalf of Bidder signatory

Annexure IV
Power of Attorney for signing of Application

Know all men by these presents, We_(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and bidder 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 **"Organizing Adventure Events (Paragliding, Water Sports & Rafting) Events at various locations in Himachal Pradesh** including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to DOTCA, representing us in all matters before DOTCA, signing and execution of all contracts including the Authorization Agreement and undertakings consequent to acceptance of our bid, and generally dealing with DOTCA 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 Authorization Agreement with DOTCA.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___DAY OF _____, 20**

For -----

(Signature)

(Name, Title and Address)

Witnesses:

1 1. [Notarized]

2 Accepted

(Signature)

(Name, Title and Address of the Attorney)

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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor 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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Annexure V

RFP FOR

Request for Proposal (RFP) for “Organizing Adventure Events (Paragliding, Water Sports & Rafting) Events at various locations in Himachal Pradesh

S. No.	INTERNATIONAL ADVENTURE EVENT - NAME	DATE	PLACE	NO. OF DELEGATES (FOREIGN/LOCAL)	SUPPORTING DOCUMENT ENCLOSED

S. No.	NATIONAL ADVENTURE EVENT - NAME	DATE	PLACE	NO. OF DELEGATES (FOREIGN/LOCAL)	SUPPORTING DOCUMENT ENCLOSED

FOOTNOTE

1. For the purpose of marking, only those events, managed by the agency for the past three financial years, will be considered which are supported by documentary evidence like copies of agreements, work orders, letter of intent, completion certificates, etc. The documents should be duly notarized and submitted along with the above Performa.

Signature & Seal of the Bidder Date:

Annexure VI

Request for Proposal (RFP) for “Organizing Adventure Events (Paragliding, Water Sports & Rafting) Events at various locations in Himachal Pradesh

FINANCIAL BID LETTER & FORMAT FOR FINANCIAL OFFER

To,
The Director
Tourism & Civil Aviation Department
Block No. 28, SDA Complex,
Kasumpti, Shimla-171009
Himachal Pradesh, India.
Pin code – 17001
Email: tourismmin-hp@nic.in
Website: <https://himachaltourism.gov.in>

Sub: Financial Bid for ‘Request for Proposal (RFP) for “Organizing Adventure Events (Paragliding, Water Sports & Rafting) Events at various locations in Himachal Pradesh

Dear Sir,

As a part of the Bid for ‘Request for Proposal (RFP) for “Organizing Adventure Events (Paragliding, Water Sports & Rafting) Events at various locations in Himachal Pradesh, we agree that we shall not charge any amount from the Authority for organizing the events as mentioned in this RFP and awarded as response to this RFP.

We agree to be bind by this offer and Terms, if we are selected as the preferred bidder.

FOR AND ON BEHALF OF _____

SIGNATURE _____

Other Terms:-

- DOTCA may take services from the selected agency as per requirement, different work orders for different activities will be issued and payment will be made accordingly.
- The authority (DOTCA) reserves the right to operate/ cancel any of the activity on its own or through any other agency.