



Request for Proposal (RFP)
for
Organizing Cruises on River Ganga in Patna, Bihar in PPP Mode



Bihar State Tourism Development Corporation Limited

(A Government of Bihar Undertaking)

Beerchand Patel Path, Patna – 800001

Phone: +91-612-2222622

Website: www.bstdc.bih.nic.in

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DISCLAIMER

1. While this Request for Proposal document ("RFP") has been prepared in good faith, neither BSTDC nor its employee so advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, complete ness or liability of Information, and shall in curno liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
2. This document is not transferable, and this RFP does not purport to contain all the information that each Bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the Successful Bidder for this Project. Each Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources
3. Though adequate care has been taken while preparing this Bid Document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately.
4. BSTDC may modify, amend, reject or supplement this RFP document in accordance with norms and procedures and as per the requirement of the project. BSTDC reserves the right to waive any irregularity in the proposal (RFP) and BSTDC makes it clear that the RFP is not an offer/ Agreement.
5. Neither BSTDC nor its employees shall be liable to any Bidder or any other person under any law including the law of Agreement, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with this RFP document, or any matter that may be deemed to form part of this RFP document, or the award of the Agreement, or any of their information supplied by BSTDC or their employee so consultants or otherwise arising in any way from these selection process for the award of the Agreement for the Project.
6. BSTDC is not bound to accept any or all the Proposals. BSTDC reserves the right to reject any or all the Proposals without assigning any reasons. No Bidder shall have any cause for action or claim against BSTDC or its officers, employees, successors or assignees for rejection of his bid. The RFP submitted by the bidder will be the property of BSTDC.

Glossary

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

Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Project Period	10 years extendable by another 10 years
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a goods or service provided by a seller (bidder) under a purchase order or contract of sale, also called buyer. BSTDC in this BID document.
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity
Service Level Agreement (SLA)	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Bihar (GoB)
GST	Goods and Service Tax
WO/ PO	Work Order/ Purchase Order
Commercial Operations Date (COD)	“COD” shall mean the earlier of: a) Date for which the Operator takes the first booking for the vessel; b) Date falling 12 weeks from the Appointed Date.
First Semi-annual period	A period starting from the Commercial Operations Date (COD) and ending on the last day (31st March) of the financial year, provided that such period is no less than 4 months and does not exceed 10 months, in which case the First Semi-annual period shall mean a period starting from the COD and ending on 30th September.
Appointed Date	Date on or before which all Conditions Precedent to the Agreement are met by both the Selected Bidder and the Authority.
Gross Revenue	Total gross revenue received by the Operator from the operation of the vessel prior to the deduction or allowance of operational expenses (including fee of sub-license operator and/or salary), taxes, etc.) and include all income generated from the operation of the Vessel in Patna.

Managing Director

बिहार स्टेट टूरिज्म डेवलपमेंट कॉरपोरेशन लि०, Bihar State Tourism Development Corporation Ltd.

वीरचन्द पटेल पथ / Beerchand Patel Path, पटना / Patna- 800 001
दूरभाष / Phone :- +91-612-2222622 फैक्स नं० / Fax No:- 0612-2506218
CIN:- U6304OBR19805GC001486
web : www.bstdc.bih.nic.in, E-mail : contactbstdc@gmail.com



File No-306/20/T.T./25/21

Date: 05.01.2021

Request for Proposal (RFP)

for

Organizing Cruises on River Ganga in Patna, Bihar in PPP Mode

S. No.	Particular	Details
1	Concession Period	10 years extendable by another 10 years
2	Bid Procedure	Two Part (Technical & Financial)
3	Bid Validity	180 days from the bid submission deadline
4	Date & Time for Pre-bid Meeting	01.02.2021, 01:00 PM
5	Last Date & Time for Submission of Proposals	10.02.2021, 3:00 PM
6	Date & Time for opening of Technical Proposal	10.02.2021, 4:00 PM
7	Date & Time for Technical Presentation	To be communicated to eligible bidders
8	Date & Time for opening of Financial Bids	To be communicated to technically responsive bidders
9	Bid Document Fee	INR 5,000
10	Earnest Money Deposit	INR 5,00,000 (INR Five Lakh)
11	Address for Bid Submission	Managing Director, Bihar State Tourism Development Corporation Limited (A Government of Bihar undertaking) Beerchand Patel Path, Patna – 800001 Phone: +91-612-2222622

The bids will be submitted with the Bid Fee & Earnest Money Deposit in the form of separate Demand Drafts payable at Patna in favour of "Managing Director, Bihar State Tourism Development Corporation Ltd" drawn on any nationalised bank. Bid submitted without valid EMD & Bid Fees shall be rejected.

BSTDC reserves the right to accept or reject any or all the offers at any stage of the process without assigning any reason thereof and any claim/ dispute on this shall be entertained.

RFP documents can be downloaded from the website of BSTDC www.bstdc.bih.nic.in

Mr. Suman Kumar, Manager, Travel & Trade, may be contacted (M)8544418314, email id- contactbstdc@gmail.com/ ttbstdc@gmail.com for any further clarification.

Sd/-
Managing Director
BSTDC, PATNA

1. REQUEST FOR PROPOSAL

BSTDC invites detailed proposals (Pre-Qualification, Technical and Financial Proposal together referred to as "RFP") from capable agencies. The bids comprising mandatory compliance along with technical bids and price bids shall be submitted in two separate envelopes. The Scope of Services forming part of the Assignment has been set out hereunder in this document. The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP ("Evaluation Criteria") to identify the successful Bidder for the Assignment ("Successful Bidder")

1.1 Structure of the RFP

BSTDC intends to follow a 'two stage' bid process for selection of the successful agency. The Shortlisted Bidder, as per the Pre-Qualification criteria laid down in this document, who quotes the highest license fee (payable to the Authority) shall be declared as the selected Bidder.

The Bidders would need to submit Pre-Qualification, Technical and Financial Proposal in the prescribed formats, within the Proposal Due Date as prescribed under the "Fact Sheet" of this RFP. BSTDC would evaluate all the Submissions in accordance with the evaluation criteria set out in the RFP to select a qualified bidder.

1.2 Obtainability of RFP Document

The RFP would be available at the website www.bstdc.bih.nic.in. It may be noted that all subsequent notifications, changes and amendments in the assignment/documents shall be posted only on BSTDC's website.

2. BACKGROUND INFORMATION

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

Bihar State Bihar State Tourism Development Corporation (BSTDC) was established in the year 1980 for the development of tourism in the State of Bihar and for commercialization of Tourist Resources available with the State. To achieve this objective various tourist infrastructure like Tourist Bungalow, Cafeteria, Restaurant, Transportation facilities and Ropeway are provided at various tourist spots by Bihar State Tourism Development Corporation. BSTDC has taken major initiatives to show the potential of tourist places of Bihar to the World.

Bihar with its rich culture and religious importance is one of the most favored tourist destinations in India for both domestic & International traffic. The State attracts tourist for its religious destinations, history, art and culture. The land of Bihar has been blessed by being home to the birthplace of religions namely Sikhism, Jainism and Buddhism. To show case these

offerings to the tourists visiting Bihar, various tourist circuits have been identified and developed in the State. Among these the important circuits include the Buddhist circuit, Ramayana circuit, Sufi circuit, Jain circuit, Shiv/ Kanwariya circuit and Gandhi circuit.

Tourism has emerged as a major industry and has immense employment potential for the state and by 2022, Bihar aspires to be among the top 10 states in terms of domestic visitors and among top 5 states in terms of foreign visitors. With such a large tourist base and potential for unravelling new tourist destinations and increased tourist footfalls to different parts of the state, there is a strong case for promoting novel Tourism offerings in the state such as River Cruise on Ganges. Patna and its agglomerate have a population of almost 20 lakhs apart from a large daily inflow from surrounding areas. The State also has a high tourist potential for intrastate travelers from other parts of the State.

Government of Bihar is also aggressively promoting its tourist offerings through the use of Social media and DOT and BSTDC website. Promoting the 'Bihar Tourism' brand will provide potential tourists with the information related to all tourism activities in the state. The use of technology will make the access to such information, travel and booking a seamless experience.

'Cruise Tourism' is a fast-growing component of the leisure tourism across the globe. Cruise boats/ships are one of the components of the tourism sector that have shown a high growth during the last few years. Such cruise services will provide a novel tourism product that serves a unique experience of the river, its Ghats and surrounding areas. The river cruise can also encourage tourists to visit other sites which are close to the river Ghats thus increasing footfall and income.

3. INSTRUCTIONS TO BIDDERS

3.1 SUBMISSION PROCEDURE

A. TECHNICAL BID

Bidders must submit their bids in a sealed envelope super-scribed with due date, time, project and nature of bid.

PART 1- Bid security and RFP Document Fee in a separate sealed envelope superscripted with the Tender Document number and name. Please enclose **RFP document fee of Rs 5,000 (Rupees Five Thousand) and EMD of Rs. 5,00,000 (Rupees Five Lakh)**. The RFP document fee and EMD should be in the form of Demand Draft drawn in favor of 'Managing Director, Bihar State Tourism Development Corporation' payable at Patna.

PART 2 - One copy of **TECHNICAL BID**, complete with all technical and commercial details **EXCEPT** the quoted prices.

Note: Filling up prices in Part 2 will render the Bidder disqualified.

The envelopes containing Part 1 and Part 2 of offer should be enclosed in a larger envelope duly sealed. All pages of the offer must be signed by the authorized representative of the bidder.

B. FINANCIAL BID

- i. Bidder must submit the **FINANCIAL Bid in a separate envelope.**
- ii. Once quoted, the Bidder will not be allowed to make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
- iii. Bidder must quote the prices valid for 180 days from the last date of submission of proposals.

3.2 NUMBER OF PROPOSALS

Each Bidder must submit only one (1) Proposal, in response to this RFP. Any Bidder who submits or participates in more than one Proposal shall be disqualified.

3.3 SITE VISIT

Interested parties are encouraged to visit the site for assessment of the project site to understand the requirements for operation of the Cruise service on Ganga in Patna.

3.4 PROPOSAL PREPARATION COST

The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the bidding process. BSTDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

3.5 RIGHT TO ACCEPT OR REJECT

- I. BSTDC may reject a proposal at any stage if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a firm ineligible or blacklist the firm, either indefinitely or for a stated period of time, if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- II. Notwithstanding anything contained in this RFP, BSTDC reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals at any time, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
- III. BSTDC reserves the right to reject any Proposal if, at any time, a material misrepresentation made by a Bidder at any stage of the bidding process is discovered.

3.6 CLARIFICATIONS

A prospective Bidder requiring any clarification on the RFP must notify BSTDC in writing to Managing Director, BSTDC within such date as specified in RFP Time Schedule. At its sole discretion, BSTDC will upload its response to such queries on the website: www.bstdc.bih.nic.in

Bidders requiring specific points of clarification may communicate with BSTDC during the specific period using the following format. The queries can be submitted by email at: [mdbstdc-bih@gov.in/](mailto:mdbstdc-bih@gov.in) contactbstdc@gmail.com with name of assignment as the subject, in the following format:

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

S. No	Bidding Document Reference (Number//Page)	Content of RFP requiring Clarification	Points of Clarification Required	Suggestions (If Any)
1				
2				
3				

3.7 AMENDMENTS TO RFP

- i. At any time prior to the Proposal Due Date, as indicated in the RFP Time Schedule, BSTDC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, amend the RFP by the issuance of Addenda. Such Addenda would be posted only on the website www.bstdc.bih.nic.in
- ii. In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, BSTDC may, at its discretion, extend the Proposal DueDate.

3.8 LANGUAGE AND CURRENCY

The Proposal and all related correspondence and documents must be written in English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language if they are accompanied by an appropriate translation in English language. Supporting materials that are not translated into English shall not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail. The currency for this bid is Indian Rupee. All the quotes should be in Indian Rupees only.

3.9 VALIDITY OF PROPOSAL

- i. The Proposal must be valid for a period not less than 180 days from the Proposal Due Date ("Proposal Validity Period"). BSTDC reserves the right to reject any Proposal that does not meet this requirement.
- ii. Prior to expiry of the Proposal Validity Period, BSTDC may request the Bidders to extend the period of validity for a specified additional period.
- iii. The Successful Bidder shall, where required, extend the validity of the Proposal till the date of execution of the Agreement.

3.10 BID SECURITY

- i. Proposals must be accompanied by a 'Bid Security' (EMD) for an amount of Rs. 5,00,000/- (Rupees Five Lacs only). The Bid Security must be kept valid throughout the Proposal Validity Period and shall be required to be extended if required by BSTDC.
- ii. The Bid Security shall be in the form of a demand draft in favor of the 'Managing Director, Bihar State Tourism Development Corporation', drawn on any scheduled Bank payable at Patna.
- iii. The Bid Security shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of Agreement between BSTDC and the Successful Bidder.
- iv. The bid security of the successful bidder will be returned to the successful bidder on the submission of the Performance Security as specified in the RFP document.
- v. The Bid Security shall be forfeited in the following cases:
 - a. If the Bidder withdraws its Proposal;
 - b. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period;and
 - c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
 - d. If the bidder, after the award of work order, fails to submit the performance security within the stipulated time.
- vi. MSME registered bidders shall be exempted from paying EMD and Tender Document Fee for the Tender as per the provisions of Bihar Financial Rules. The bidders shall submit copy of the registration certificate, valid on the date of submission, for availing this exemption.

3.11 BIDDER'S RESPONSIBILITY

- i. The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.
- ii. It shall be deemed that prior to the submission of Proposal, the Bidder has:
 - Made a complete and careful examination of terms & conditions/ requirements, and other information set forth in this RFP document.

- Received all such relevant information as it has requested from BSTDC; and
 - Made a complete and careful examination of the various aspects of the Assignment.
- iii. BSTDC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
- iv. All taxes payable to government must be paid by the service provider as per applicable norms and procedure. BSTDC is nowhere liable and responsible for payment of such taxes.

3.12 CONFLICT OF INTEREST

Conflict of interest exists in the event of (i) Agencies or institutions who have a business or family relation with the Client directly or indirectly; and (ii) practices prohibited under the anti-corruption policy of the Government of India and Government of Bihar.

3.13 CORRESPONDENCE/ENQUIRY

All correspondence/enquiries must be submitted to the following in writing by email/ fax/ registered post with **name of assignment** as the subject. The details are:

Managing Director,

Bihar State Tourism Development Corporation Ltd, Patna

Beerchand Patel Path, Patna – 800001

Phone: +91-612-2222622, Website: www.bstdc.bih.nic.in

Email: mdbstdc-bih@gov.in/contactbstdc@gmail.com

3.14 FORMAT AND SIGNING OF PROPOSAL

- i. Bidders must provide all the information as per this RFP and in the specified format. BSTDC reserves the right to reject any Proposal that is not in the specified format.
- ii. The Proposal must include submissions to be made on the respective Proposal Due Date as set out in RFP Time Schedule.
- iii. If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.
- iv. The Proposal and its copy must be typed or printed, and the Bidder must initial and number each page.
- v. The person(s) signing the Proposal must initial all the alterations, omissions, additions, or any other amendments made to the Proposal.

3.15 MODIFICATION/SUBSTITUTION/WITHDRAWAL OF PROPOSAL

- i. The Bidder may modify, substitute or withdraw its Proposal after submission, provided that a written notice of the modification, substitution or withdrawal is received by BSTDC **before the Proposal Due Date**. No Proposal shall be modified, substituted or withdrawn by the Bidder after the Proposal Due Date.
- ii. The modification, substitution or withdrawal notice shall be prepared, sealed, marked and

delivered in accordance with outer envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

- iii. Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period will result in **for forfeiture of the Bid Security** in accordance with this RFP.

3.16 PROPOSAL DUE DATE

- i. Proposals must be submitted as per information provided in this RFP.
- ii. BSTDC at its sole discretion; accept any Proposal(s) after Proposal Due Date. Any such Proposal/s accepted shall be deemed to have been received by the Proposal Due Date.

3.17 TEST OF RESPONSIVENESS

- i. Prior to evaluation of Proposals, BSTDC will determine whether the received Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if:
 - a. It is received on the respective Proposal Due Date;
 - b. It is accompanied with the ‘Cost of RFP Document’ and ‘Bid Security’ amount as set out in RFP Document.
 - c. It is signed, sealed, and marked as stipulated in RFP Document.
 - d. It contains the information and documents as requested in the RFP;
 - e. It contains information in the form and formats specified in the RFP;
 - f. It mentions the validity period as set out in this document;
 - g. It provides the information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by BSTDC). BSTDC reserves the right to determine whether the information has been provided in reasonable detail or not;
 - h. There are no inconsistencies between the Proposal and the supporting documents.
- ii. A Proposal that is responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which,
 - a. Affects in any substantial way, the scope, quality, or performance of the Assignment, or
 - b. Limits in any substantial way, inconsistent with the RFP document, BSTDC’s rights or the Bidder's obligations under the Agreement, or
 - c. Unfairly affects the competitive position of other Bidders presenting substantially responsive Proposals.
- iii. BSTDC reserves the right to seek clarification or reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by BSTDC in respect of such Proposal.

3.18 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and recommendation for the Qualified Bidders shall not be disclosed to any person not officially concerned with the process. BSTDC will treat all information submitted as part of the Proposal in confidence and will ensure that all those who have access to such material to treat it in confidence. BSTDC shall not divulge any such information unless ordered to do so by any statutory authority that has the power under law to require its disclosure.

3.19 CLARIFICATIONS

To assist in the process of evaluation of Proposals, BSTDC may, at its sole discretion, ask any Bidder for clarification on its Proposal or substantiation of any of the submission made by the Bidder.

3.20 PROPOSAL EVALUATION

The Qualification Submissions of the Bidders would be checked for responsiveness with the requirements of the RFP and shall be evaluated as per the Criteria set out in this RFP

3.21 DECLARATION OF SUCCESSFUL BIDDER

Upon acceptance of the Proposal of the Shortlisted Bidder, the bidder who quotes the highest amount (to be shared with the Authority) shall be declared as the selected Bidder.

3.22 NOTIFICATIONS

BSTDC will notify the Successful Bidder by a Letter of Award (LoA) that their Proposal has been accepted.

3.23 BSTDC'S RIGHT TO ACCEPT OR REJECT PROPOSAL

- i. BSTDC reserves the right to accept or reject any or all the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of the Assignment, without liability or any obligation for such acceptance, rejection or annulment.
- ii. BSTDC reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.
- iii. BSTDC reserves the right to reject any Proposal if at any time:
 - a. A material misrepresentation made at any stage in the bidding process is uncovered;
 - b. The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

This would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the Successful Bidder gets disqualified/ rejected, then BSTDC reserves the right to:

- a. Declare the 2nd highest ranked bidder as the successful tenderer; or
- b. Take any such measure as may be deemed fit in the sole discretion of BSTDC, including annulment of the bidding process.

3.24 PERFORMANCE BANK GUARANTEE (PBG)

- a. The successful bidder (H1) must furnish an unconditional and irrevocable bank guarantee / demand draft (or renew the Bank Guarantee submitted as EMD), in a format acceptable to BSTDC valid for a period of three years from the 'Appointed Date', of a value equivalent to INR 5 lakhs within 2 weeks of award of Letter of Intent (LOI). The same will be renewed at the end of each year prior to the renewal of the license with a 10% increase in the Bank Guarantee amount every 3 years from the previous year.
- b. Failure to submit the PBG within the time stipulated in the LOI may lead to cancellation/ withdrawal of LOI and, in such case, BSTDC reserves the right to declare the 2nd highest ranked bidder (H2) as the successful tenderer and proceed with the contractual processor take any such measure as may be deemed fit by BSTDC, including annulment of the bidding process.

4. CRITERIA FOR EVALUATION

The evaluation would consist of following phases:

- Phase I: Evaluation of Pre-Qualification Criteria.
- Phase II: Technical Presentation
- Phase III: Evaluation of Financial Bids

4.1 PHASE 1: TECHNICAL EVALUATION

The bids shall be evaluated for evaluation of the Pre-qualification criteria mentioned below. Applicants who fulfil pre-qualification criteria shall be shortlisted for Technical Presentation. For a bid to be considered responsive under this bid process, a bidder must meet following criteria:

S. No	Basis of Evaluation	Documents Required
1	<p>Legal Entity</p> <ul style="list-style-type: none"> • The Bidder (single entity or each member of a consortium / JV) could be an independent legal entity such as Registered Partnership or Proprietorship Firms, Registered Company (ies) or Registered Society (ies). • In case of Joint Venture/ Consortium, the incorporation certificate, PAN details have to be submitted for each consortium partner (maximum 2 entities are allowed) 	<ul style="list-style-type: none"> • Certificate of Incorporation • Copy of PAN, GST

2	<p>Turnover</p> <ul style="list-style-type: none"> • The Agency/ lead bidder must have an Average Annual Turnover of 1 Crore from related business in the last 3 years • In the event the holding company or parent company of the Bidder (or any member of the Consortium / JV) is considered for meeting the Financial Eligibility of the Bidder, such holding company or parent company of the Bidder (or any member of the Consortium / JV) should have at least 26% equity stake in the Bidder (or that member of the Consortium / JV). Similarly, the Bidder (or any member of the Consortium / JV) should have at 26% equity stake in associate company(ies), whose credentials are used for the purpose of above eligibility 	Certificate from the statutory auditor
3	<p>Experience</p> <p>The firm/ lead bidder should have proven experience of at least 3 year for carrying out the same kind of project/ activities in the past. The bidder must provide details of work carried out in the last 3 years in terms of projects/ activities</p>	Agreement/ Work Orders/ Other documentary evidence to prove operations
4	<p>Accreditation/ Certification</p> <p>The firm/ lead bidder should be certified/ accredited for running the cruise services in India as mandated by the extant laws in the country</p>	Details of accreditation/ certification
5	<p>Vessel</p> <p>The Bidder must be in ownership/ possession(<i>for a minimum period of 10 years, in case the lease is less than 10 years the bidder in case of selection must submit the revised lease for a minimum period of 10 years before signing of the contract</i>) of at least one vessel fulfilling the criteria specified under Section 5 of this RFP.</p> <p>The vessel should be fully operational and functional as per the terms of this RFP</p>	Details of Ownership/ lease of vessel including specifications, years in operation and expected
6	<p>Blacklisting</p> <p>The bidder (each entity in case of JV/ consortium) should not have been blacklisted by any Government Department/ Organization/ Corporation</p>	Self-declaration duly signed by authorized bid signatory for the bidder

4.2 PHASE II: EVALUATION OF TECHNICAL PRESENTATION

- a. Bids meeting the pre-qualification criteria shall be eligible for Technical Presentation stage.
- b. Applicants scoring **75% or more marks in the Technical Presentation** shall qualify for next stage.
- c. The bidder must depute qualified and well-trained staff for the smooth operation of the Cruise Vessel as per the Scope of Work. However, no additional payment will be made for these resources.
- d. As part of the Technical evaluation, BSTDC would invite Pre-qualified bidders for a **Technical presentation at the office of BSTDC at Patna. The Criteria for evaluation of Technical Presentation is as follows:**

S. No	Criteria	% Score
1	About their organization and Team	10%
2	Experience of previous/ ongoing operations	10%
3	Proposed Vessel and its key features and nature of ownership/possession	45%
4	Overall Strategy <ul style="list-style-type: none"> • Market Understanding • Approach • Pricing Strategy (e.g. for individuals and groups, etc.) • Ticketing and Bookings • Organizing Events • Marketing • Innovation • Safety and Security 	20%
5	Registrations/ accreditations for proposed activities	5%
6	Repairs and Maintenance Plan and SLAs	10%

4.3 PHASE III – EVALUATION OF FINANCIAL BIDS

The bidder shall quote semiannual payment equivalent to higher of Revenue Share as a %age of the Gross Revenue for the semi-annual period subject to a minimum 10% of the Gross Revenue OR Minimum Guarantee Payment of that period of INR 10 lakh for the first and second semiannual period for Year 1 in format specified under Annexure 4.

i. FINANCIAL EVALUATION

- a. The Financial Bids of only those Bidder, who are technically qualified under Technical Evaluation (securing minimum Technical Score of 75) as above under Section 4.2, shall be opened
- b. Only fixed price financial bids indicating Semiannual payment equivalent to higher of Revenue Share as a %age of the Gross Revenue for the semi-annual period subject to a minimum 10% of the Gross Revenue OR Minimum Guarantee Payment of that period of INR 10 lakh for the first and second semiannual period for Year 1 shall be considered valid.
- c. The bid price shall be in Indian Rupees and mentioned separately in letters and words.If there is a discrepancy between words and figures, the amount in words will prevail.
- d. Any conditional bid would be rejected
- e. Upon acceptance of the Proposal of the Shortlisted Bidder, the financial proposals shall be ranked H1, H2, H3, etc. in decreasing order of their financial offers. The selection will be made on the basis of the highest license fee. The Bidder quoting the highest amount (H1) will be declared as the Successful Bidder and will be invited to sign the Agreement.
- f. In the event that two or more Bidders quote the same fee (“Tie Bidders”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- g. In the event that the Selected Bidder withdraws or is not selected for any reason in the first instance (“First Round of Bidding”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Selected Bidder (“Second Round of Bidding”). If in the Second Round of Bidding, only one Bidder matches such Selected Bidder, it shall be deemed as the new Selected Bidder. If two or more Bidders match such Selected Bidder in the Second Round of Bidding, the Bidder whose Bid was higher as compared to other Bidder(s) in the First Round of Bidding shall be the new Selected Bidder.
- h. In the event that no Bidder offers to match such Selected Bidder in the Second Round of Bidding, the Authority may, in its discretion, invite fresh Bids (“Third Round of Bidding”) from all Bidders except the such Selected Bidder of the First Round of Bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the Third Round of

Bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided. BSTDC, reserves the right to accept or reject the bids received in the third round of bidding if the bids fail to match the expected revenue based on First and Second round of bidding.

4.4 AWARD OF CONTRACT

- a. The Authority will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid on the basis of financial evaluation, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- b. The Authority shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part.
- c. BSTDC shall notify the successful bidder in writing that the proposal has been accepted.
- d. A concessionaire agreement shall be signed between BSTDC and the selected bidder laying down the conditions of work, payment etc.
- e. Letter of Intent award and its acceptance by the selected bidder shall constitute a legal binding between BSTDC and the selected bidder till such time the contract agreement is signed.
- f. The EMD of unsuccessful candidate will be returned within 15 days of selection of the Reputed Agency.

5. PROJECT DETAILS

Bihar State Tourism Development Corporation Ltd. shall select the agency for operating River Cruise on Ganga in Patna. The River Cruise Project aims to add value to the asset-River Ganga, besides opening a new option for tourism in the city along the Ghats

The agency shall be required to deploy a suitable vessel in Patna for the duration of the project. The ship shall offer day cruise services to passengers and shall ply on Ganga over a 10-15 Km stretch daily. **The selected bidder shall be granted exclusive rights to operate a 'cruise vessel' in Patna. However, BSTDC will have the right to operate its own vessels (MV Ganga and MV KautilyaVihar) directly or through any third party.**

5.1 Scope of Work

The agency is required to provide suitable vessels as per the requirements. The broad scope of the work shall be as follows:

- a. Deployment of a Passenger Cum Cruise Vessel in Patna for operating on River Ganga.
- b. Running the day to day operations of the Cruise vessel
- c. Setting up and running a restaurant services on the vessel
- d. Deploy staff for ticketing, security, maintenance of vessel and Jetty
- e. Maintenance of Fixtures and Equipment, Utilities and Off-the-Shelf items
- f. Marketing and Promotion of the Cruise Services
- g. Conduct other promotional activities for creating necessary awareness about the Cruise services.
- h. Maintaining and sharing data related to visitors within the government norms. The data requirements will be finalized post discussion with BSTDC
- i. To maintain all rules & regulations in respect of aforesaid activities.

5.2 Vessel requirements (desirable)

- a. Flat decks created with seating and dining on one level and open deck on the second; the seating to be designed to maximize the view of the Ghats
- b. The boat to be designed on a flatbed to reduce the footprint and draft and improve the stability of the vessel at low speed
- c. Propeller Guard to prevent large objects getting stuck in the propeller, including aquatic life

5.3 Technical Specifications (desirable)

Length Overall Approx.	19.50 Meters
Breadth Approx.	08.0 Meters
Depth of Hull Approx.	01.75 Meters
Speed Approx.	6 to 8 Knots
Propulsion Engine	2 X 120 HP Conventional Drive
Fuel	400 Liters
Fresh Water Capacity	1000 Liters
Black / Grey Water Capacity	1000 Liters
Passenger Capacity (maximum)	94 Guests
Hull Layout and Design	<ul style="list-style-type: none"> • Steel Hull (China Type Cataraman) • Main Deck Seating Arrangements • Wooden Framed Dining Tables and cushioned chairs
Air conditioning	<ul style="list-style-type: none"> • Split Airconditioning System • Main deck accommodation to be insulated with suitable material
Upper Deck and Lighting	<ul style="list-style-type: none"> • Sufficient LED Type illumination • Upper deck will have fabricated canopy structure • Upper deck forward space to be aviewing gallery
Other Equipment	<ul style="list-style-type: none"> • Vessel will be equipped with fire fighting and life saving equipment as per statutory requirement

The technical proposal of the bidders related to the Vessel shall be evaluated on the basis of the desirable criteria mentioned under Section 5.2 and 5.3

5.4 Other requirements

- a. CCTV surveillance systems to be installed at the ticket counters and in the cruise vessels to ensure safety and security of passengers and vessels. CCTV cameras that will record the footage on board
- b. Ticketing application for online booking with payment gateway.
- c. Onsite Counter for booking of tickets (using the centralized ticketing application)

5.5 Concession Period

The Concession Period for the Project shall be **10 (Ten) years** with the Concessionaire having first right of refusal **for another 10 years**.

5.6 Responsibilities of the Authority

- I. The Authority shall be responsible for handing over the Project site to the Operator within the stipulated time frame given in Agreement.
- II. **The Authority shall seek and acquire all clearances required, if any.**
- III. **The Project Facilities shall include completed civil works, water, power, parking space and jetty.**

5.7 Rights and Responsibilities of the Operator

- The Operator shall be responsible to invest in refurbishment of the vessel such as movable / immovable assets, interiors & fit-outs and equipment for the purpose of operations and maintenance. The Operator shall complete necessary furnishing, interior and fit-out works etc. on the Project Facilities before Commercial Operations Date (COD) **i.e. within 12 (twelve) weeks from the Appointed Date.**
- The Operator shall be responsible for complete operations, maintenance and management of the vessel.
- The Operator shall have the exclusive right to market, manage bookings, fix charges / rates and retain revenues for operations of the Vessel.
- The Operator shall be responsible to pay to the Authority utility charges, for usage of water and power, based on actuals / pre-determined rates as guided by the Authority from time-to-time.
- **The Operator shall be mandated to provide 15% discount on stated rates to guests of the Authority or Government of Bihar.**
- The Operator shall be allowed to sub-license the Project Facilities. All such sub-licenses shall be terminable with the Agreement. The Operator shall obtain prior approval of the Authority before entering into an agreement with the sub-licensee.
- In lieu of the rights granted for Concession Period, the Operator shall make certain payments (as per Financial Proposal) to Authority.

5.8 Commercial Consideration

- The Operator / Selected Bidder shall pay to the Authority a semi-annual payment to the Authority, payable every 6 months, equivalent to higher of:
 - a) **Revenue Share as a %age of the Gross Revenue** for the semi-annual period (To be quoted as bid variable by the Bidder, **subject to a minimum 10% of the Gross Revenue**); OR
 - b) Minimum Guarantee Payment of that period - **INR 10 Lakh**, for the First and second semi-annual periods (5 lakhs for each semi-annual period), subject to increase at a rate of 10% every three years over the Minimum Guarantee Payment of the previous year.

5.9 Terms of payment

- The term “Semi-annual period” shall mean a period of 6-month at the end of which the Semi-annual Payment shall be due and payable to the Authority.
- The term “First Semi-annual period” shall mean a period starting from the Commercial Operations Date (COD) and ending on the last day (31st March) of the financial year, provided that such period is no less than 4 months and does not exceed 10 months, in which case the First Semi-annual period shall mean a period starting from the COD and ending on 30th September.
- The term “Appointed Date” shall mean the date on or before which all Conditions Precedent to the Agreement are met by both the Selected Bidder and the Authority.
- The term “Commercial Operations Date” or “COD” shall mean the earlier of:
 - a) Date for which the Operator takes the first booking for the vessel;
 - b) Date falling 12 weeks from the Appointed Date.
- The term “Gross Revenue” shall mean total gross revenue received by the Operator from the operation of the vessel prior to the deduction or allowance of operational expenses (including fee of sub-license operator and/or salary), taxes, etc.) and include all income generated from the operation of the Vessel in Patna.
- All Semi-annual Payments to the Authority shall be made by the Operator within 15 days from the last day of any semi-annual period i.e. on or before 15th April and 15th October of every year.
- It must be noted that the first Semi-annual Payment to the Authority shall be made within 15 days from the end of the First Semi-annual Period and the last Semi-annual Payment to the Authority shall be made within 15 days from the Expiry Date / Termination Date of the Agreement.

ANNEXURE 1: LETTER OF SUBMISSION

(On the letterhead of the bidder)

To,
Managing Director,
Bihar State Tourism Development Corporation Limited
Beerchand Patel Path, Patna-800001

Sir,

Ref: - RFP for Organizing Day Cruises on River Ganga in Patna, Bihar

We have read and understood the Request for Proposal (RFP) in respect of the captioned Assignment provided to us by BSTDC .

We hereby agree and undertake asunder:

- a. Not with standing any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.
- b. This Proposal is valid till ----- (At least 6 Months/ 180 days from the Proposal Due Date). Please find enclosed herein with the Proposal the Demand Draft bearing number ----- for Rs. 5,000/- (Rupees Five Thousand only) drawn in favor of the 'Managing Director, Bihar State Tourism Development Corporation' payable at Patna dated thisday of..... 2021. towards the 'RFP Cost' and Demand Draft bearing number ----- for Rs. 5,00,000/- (Rupees Five Lakhs only) drawn in favor of the 'Managing Director, Bihar State Tourism Development Corporation' payable at Patna towards the 'Bid Security Amount', dated thisday of..... 2021.
- c. That as on the date of submission of this tender, there is no blacklist in order that bars us from working with any Government Agency / Department on account of deficiency in service.

Name of the Bidder

Date:-

Signature of Authorized Signatory

ANNEXURE – 2: VESSEL DETAILS

2A - Technical requirements as per Section 5.3

Criteria	Specification of the proposed vessel
Length Overall Approx.	
Breadth Approx.	
Depth of Hull Approx.	
Speed Approx.	
Propulsion Engine	
Fuel	
Fresh Water Capacity	
Black / Grey Water Capacity	
Passenger Capacity (maximum)	
Hull Layout and Design	
Air conditioning	
Upper Deck and Lighting	
Other Equipment	

2B - Requirements as per Section 5.2 and Section 5.4

S. No	Criteria	Specification of the proposed vessel

2C - Other requirements (if any)

ANNEXURE – 3: LIST OF SIMILAR WORK

#	Name of Client	Location	Description of work	Value of Contract/Work in Rs.	Duration (Start date-Completion date)
1					
2					
3					

NOTES:

- Each of the listed works shall be supported with the copy of work order & other documentary evidences as per the eligibility and technical evaluation criteria.
- Non-disclosure of any information in the schedule will result in disqualification of the firm

Signature of the applicant/Authorized
Representative of Agency with
Seal/Stamp

ANNEXURE – 4: FORMAT FOR FINANCIAL PROPOSAL

(On the letter head of the bidder)

Date: -

To,
 Managing Director,
 Bihar State Tourism Development Corporation Limited
 Beerchand Patel Path, Patna-800001

Sir,

Ref: - RFP for Organizing Day Cruises on River Ganga in Patna, Bihar

1. We have reviewed all the terms and conditions of the 'Request for Proposal' and confirm that, we would abide by all the terms and conditions. We hereby declare that there shall be no deviations from the stated terms in the RFP.
2. We further declare that, any State Government, Central Government or any other Government or Quasi Government Agency has not barred us from participating in any Bid.
3. Our Financial Quote for the Organizing Day Cruises on River Ganga in Patna, Bihar is as follows:

Semi-annual Payment to the BSTDC: Higher of I and II as given below:		
I	Revenue Share: %of Gross Revenue during the Semi-annual Period	subject to a minimum of 10% of Gross Revenueduring the Semi-annual Period
II	Minimum Guarantee Payment of INR 10 Lakh for the First Semi-Annual Period and the second Semi-annual Period (Year 1)	To be increased at a rate of 10% every 3 years over the previous year's Minimum Guarantee Payment

4. We are making this Financial Proposal after taking into consideration all the terms and conditions stated in the RFP Document and after careful assessment of the Project, all risks and contingencies and all other conditions that may affect the Financial Proposal.
5. We agree to keep our offer valid for 180 days from the due date of submission of this Proposal.
6. We abide by the above offer/quote and terms condition of the RFP, if BSTDC selects us as the Selected Bidder/Agency. If our offer is accepted and if we fail to perform in the manner as specified in the RFP Document, the amount of Bid Security, as afore said, shall stand absolutely

forfeited to BSTDC without prejudicing the rights of the BSTDC to proceed further in any manner it deems fit. Until a formal Agreement is prepared and executed between us, this bid, together with your LOI, shall constitute a binding contract between us.

7. We understand that you are not bound to accept the highest or any bid that you may receive. We declare that the information stated above and enclosed is complete and absolutely correct and any error or omission therein, accidental or otherwise, as a result of which our bid is found to be nonresponsive, will be sufficient for the BSTDC to reject our bid and forfeit our bid security in full.

Sincerely,

Name

Name of the Firm/Agency

Designation and Address

Mobile and Email

**Signature of the applicant/
Authorized Representative of Agency
with Seal/Stamp**