



**Request for Proposal (RFP)
for Selection of Agency for Hot Air Balloon Services at Rajgir, Bihar**



Bihar State Tourism Development Corporation

(A Government of Bihar Undertaking)

Beerchand Patel Path, Patna – 800001

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Bihar State Tourism Development Corporation Ltd.

(A Government of Bihar Undertaking)

SHORT NOTICE INVITING

For

Request for Proposal (RFP) for Selection of Hot Air Balloon Operator Bihar

No: 305/20/T.T/317/22

Date: 14.02.2022

Bihar State Tourism Development Corporation Ltd. invites Request for Proposal (RFP) for "**Selection of Hot Air Balloon Operator Bihar**" The details of the short tender notice will be available on the website: <http://bstdc.bihar.gov.in> from 16.02.2022. The last date of submission of the tender is 22.02.2022 up to 03:00 P.M.

Sd/-
Additional General Manager
BSTDC, Patna

	Bihar State Tourism Development Corporation Ltd. A Government of Bihar Undertaking.			
	NOTICE INVITING TENDER NO. <i>For</i>			
	Request for Proposal (RFP) for Selection of Agency for Hot Air Balloon Services at Rajgir, Bihar			
File. No: 305/20/TT/317/22		Date: 14.02.2022		
<p>1. Bihar State Tourism Development Corporation Ltd. (BSTDC) a nodal agency for executing tourism infrastructure projects in the state of Bihar, India, intends to execute tourism infrastructure projects at its tourism potential locations.</p> <p>2. Bihar State Tourism Development Corporation Ltd. (BSTDC Ltd.) invites bids from eligible experienced Firms/Contractors/Agencies/Bidders for execution of works as given below:</p>				
S L. N o.	Name of Work	Bid Document Cost	Bid Security (EMD)	Period
1	Request for Proposal (RFP) for Selection of Agency for Hot Air Balloon Services at Rajgir, Bihar	Rs. 5,000	Rs.50,000.00	1 Month
<p>3. Place & Date of Pre-bid meeting : Date 17.02.2022 Time 3.00 PM. BSTDC office, Hotel Kautilya Vihar, Beer Chand Patel Marg, Patna-800001</p> <p>4. Date of downloading of bid document : From 16.02.2022 to 22.02.2022 up to 3.00 PM Through website: www./bstdc.bihar.gov.in</p> <p>5. Last date and time for receipt of bids : Date 22.02.2022 Time 3.00 P.M. BSTDC office, Hotel Kautilya Vihar, Beer Chand Patel Marg, Patna-800001</p> <p>6. Time and Date of opening of technical bids : Date 22.02.2022 Time 3.30 P.M</p> <p>7. Time and Date of financial bids : To be Communicated later on.</p> <p>8. Period of bids validity : 120 days</p> <p>9. Officer inviting bids : AGM, BSTDC</p> <p>10. All tender queries related to this tender shall be communicated on or before the pre-bid meeting at contactbstdc@gmail.com</p> <p>11. Bid document cost should be paid by demand draft of any scheduled banks payable in favor of Bihar State Tourism Development Corporation Ltd, Patna. Earnest Money (in hard copy) in form of fixed deposit of a scheduled bank/ / Demand draft of scheduled bank/ one/ two/ three-year post-office time deposit/ NSC issued within the state Bihar in the favor of Bihar State Tourism Development Corporation Ltd. Patna, Hotel Kautilya Vihar, Beer Chand Patel Marg, Patna-800001.</p> <p>12. The detailed eligibility criteria can be seen in the RFP document. The RFP documents can be obtained through website www.bstdc.bihar.gov.in</p> <p>13. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the standard formats given in the RFP. The bidder shall sign on the supporting statements, documents, certificates owning responsibility for their correctness / authenticity.</p> <p>14. Bids along with necessary payments must be submitted on or before the date & time specified in the NIT at the office of AGM, BSTDC Ltd, Hotel Kautilya Vihar, Beer Chand Patel Marg, Patna-800001.</p> <p>15. The department does not take any responsibility for the delay</p> <p>16. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.</p> <p>17. All the information/corrigendum/addendum related to the project shall be published on the website www.bstdc.bihar.gov.in/</p> <p>18. The Authority shall have the right to reject the bid partially or fully without assigning any reason whatsoever. Further details of works can be obtained from the office of AGM, BSTDC, Patna.</p>				
sd/- AGM, BSTDC, Patna.				

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DISCLAIMER

1. While this Request for Proposal document ("RFP") has been prepared in good faith, neither BSTDC nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, what so ever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of Information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
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 other information supplied by BSTDC or their employees or consultants or otherwise arising in any way from the 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. MD, BSTDC 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
LoA	Letter of Award
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	1 month extendable by 1 month as per the requirement by BSTDC
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
Appointed Date	Date on or before which all Conditions Precedent to the Agreement are met by both the Selected Bidder and the Authority.
Commercial Operations Date (COD)	“COD” shall mean the date of commencement of commercial operations subject to a maximum of 15 days from the issue of work order/ LoA

Fact Sheet

S. No.	Particular	Details
1	Date for Issue of RFP	14.02.2022
2	Concession Period	1 month extendable by 1 month
3	Bid Procedure	Two Part (Technical & Financial), Open Competitive Bid
4	Method of Selection	Least Cost (L1)
5	Bid Validity	120 days from the bid submission deadline
6	Date & Time for Pre-bid Meeting	17.02.2022; 3:00 PM
7	Last Date & Time for Submission of Proposals	22.02.2022; 3:00 PM
8	Date & Time for opening of Technical Proposal	22.02.2022; 3:30 PM
9	Date & Time for opening of Financial Bids	To be communicated to technically responsive bidders
10	Declaration of Successful bidder and release of work order	To be notified
11	Bid Document Fee	INR 5,000
12	Earnest Money Deposit	INR 50,000 (INR Fifty Thousand)
13	Address for Bid Submission	Bihar Tourism Development Corporation Limited (A Government of Bihar undertaking) Beerchand Patel Path, Patna – 800001 Phone: +91-612-2222622

1. REQUEST FOR PROPOSAL

BSTDC invites detailed proposals (Pre-Qualification and Financial Proposals 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 least cost per unit per month shall be declared as the selected Bidder.

The Bidders would need to submit Pre-Qualification 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.bihar.gov.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 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 tourists 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 showcase 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 Hot Air Balloon Activity. 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.

One of the initiatives related to Bihar is the development of Hot Air Balloon activity at Rajgir. The aim of organizing this activity is to create a world class ballooning event that will actively and uniquely promote Bihar as an innovative adventure tourism destination. Such services will provide a novel tourism product that serves a unique experience for the tourist seeking thrill and adventure.

INSTRUCTIONS TO BIDDERS

2.1 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 INR 5,000 (INR Five Thousand) and EMD of INR 50,000 (INR Fifty Thousand only)**. Bid document cost should be paid by demand draft of any scheduled banks payable in favor of Bihar State Tourism Development Corporation Ltd, Patna. Earnest Money (in hard copy) in form of fixed deposit of a scheduled bank/ Kisan Vikash Patra/ Demand draft of scheduled bank/ one/ two/ three-year post-office time deposit/ NSC issued within the state Bihar in the favor of Bihar State Tourism Development Corporation Ltd. Patna, Hotel Kautilya Vihar, Beer Chand Patel Marg, Patna-800001.

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 120 days from the last date of submission of proposals.

2.2 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.

2.3 SITE VISIT

Interested parties are encouraged to visit the site for assessment of the project site to understand the requirements for operation of the Hot Air Balloon activity in Rajgir.

2.4 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.

2.5 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.

2.6 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.bihar.gov.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/ 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				

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

2.7 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.bihar.gov.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 Due Date.

2.8 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.

2.9 VALIDITY OF PROPOSAL

- i. The Proposal must be valid for a period not less than 120 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.

2.10 BID SECURITY

- i. Proposals must be accompanied by a 'Bid Security' (EMD) for an amount of INR 50,000/- (INR Fifty Thousand 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 '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 during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
 - b. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
 - c. 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.

2.11 BIDDER'S RESPONSIBILITY

- i. The Bidder is expected to carefully examine 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.

2.12 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.

2.13 CORRESPONDENCE/ ENQUIRY

All tender queries related to this tender shall be communicated on or before the pre-bid meeting at contactbstdc@gmail.com

2.14 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.

2.15 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 **forfeiture of the Bid Security** in accordance with this RFP.

2.16 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.

2.17 TEST OF RESPONSIVENESS

- i. Prior to evaluation of Proposals, BSTDC will determine whether each 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 or documents related to any exemptions allowed to the bidder under Bihar Financial Rules.
 - 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.

2.18 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.

2.19 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.

2.20 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

2.21 DECLARATION OF SUCCESSFUL BIDDER

Upon acceptance of the Proposal of the Shortlisted Bidder, **the bidder who quotes the lowest cost per balloon per month** shall be declared as the selected Bidder.

2.22 NOTIFICATIONS

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

2.23 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; or
 - 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 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.

2.24 PERFORMANCE BANK GUARANTEE (PBG)

- a. The successful bidder 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 2.5 lakh within 2 weeks** of award of Letter of Award (LOA).
- b. Failure to submit the PBG within the time stipulated in the LOA may lead to cancellation/ withdrawal of LOA and, in such case, BSTDC reserves the right to declare the 2nd ranked bidder (L2) as the successful tenderer and proceed with the contractual process or take any such measure as may be deemed fit by BSTDC, including annulment of the bidding process.

3. CRITERIA FOR EVALUATION

The evaluation would consist of following phases:

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

3.1 PHASE 1: EVALUATION OF PRE-QUALIFICATION CRITERIA

The bids shall be evaluated for the Pre-qualification criteria mentioned below. Applicants who fulfil pre-qualification criteria shall be shortlisted for Financial Bids opening. 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 could be an independent legal entity such as Registered Partnership or Proprietorship Firms, Registered Company (ies) or Registered Society (i.e.). • Joint Venture/ Consortium is not allowed. 	<ul style="list-style-type: none"> • Certificate of Incorporation • Copy of PAN, GST
2	<p>Turnover</p> <p>The bidder must have an Average Annual Turnover of INR 25 Lakhs in the last 3 years (2018-19, 2019-20 and 2020-2021) from related business.</p>	Certificate from the statutory auditor
3	<p>Experience</p> <p>The bidder should have proven experience of carrying out Hot Air balloon operations in the past 3 years as on date of submission of proposal. 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 bidder should have fleet of 3 Balloons endorsed on valid NSOP on the date of submission of proposal</p>	Details of accreditation/ certification
5	<p>Incident/ accident free operations for the last 3 years as on date of submission of proposal</p>	Self-declaration on Company Letter head

S. No	Basis of Evaluation	Documents Required
6	<p>Hot Air Balloons/ Operational item</p> <p>The Bidder must be in ownership/ possession of at least three Hot Air Balloon fulfilling the criteria specified under Section 4.1 of this RFP.</p> <p>The balloons should be fully operational and functional as per the terms of this RFP</p>	<p>Details of Ownership/ lease of vessel including specifications, years in operation and expected</p>
7	<p>Blacklisting</p> <p>The bidder should not have been blacklisted by any Government Department/ Organization/ Corporation</p>	<p>Self-declaration duly signed by authorized bid signatory for the bidder</p>

3.2 PHASE II – EVALUATION OF FINANCIAL BIDS

The bidder shall quote monthly service charge per balloon per month in format specified under Annexure 2.

i. FINANCIAL EVALUATION

- a. The Financial Bids of only those Bidder, who have qualified the pre-qualification criteria as above under Section 3.1, shall be opened.
- b. Only fixed price financial bids indicating monthly service charge per balloon per month shall be considered valid.
- c. The bid price shall be in Indian Rupees (INR) and mentioned separately in figures and words. If there is a discrepancy between words and figures, the amount in words shall prevail.
- d. Any conditional bid would be rejected
- e. Upon acceptance of the Proposal of the Shortlisted Bidder, the financial proposals shall be ranked L1, L2, L3, etc. in increasing order of their financial offers. The selection will be made on the basis of the lowest service charge per balloon per month. The Bidder quoting the lowest amount (L1) will be declared as the Successful Bidder and will be invited to sign the Letter of Award and sign the agreement thereof.
- 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.

3.3 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 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 bidders will be returned within 15 days of selection of the Agency.

4. PROJECT DETAILS

Bihar State Tourism Development Corporation shall select the agency for operating Hot Air Balloon Activity in Rajgir. Hot Air Balloon Activity Project aims to add value to the portfolio activities with Bihar Tourism. The agency shall be required to deploy Hot Air Balloon in Rajgir for the duration of the project.

4.1 Scope of Work

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

- Preparation of a detailed plan on the management of the Hot Air Balloon activity in the designated area.
- Contingency for Accidents and Evacuation Plan
- Maintenance of the provided area/venue and will keep the same clean/tidy
- Power distribution and cabling and equipment details. Specifications and details of 100% power back-up plan
- Department reserves the right to change the number and schedule of all flights. There would be daily regular morning flights and evening flights/evening tether flight on the day of the event except for unavoidable reasons like bad weather etc., if any.
- Deployment of pilot and other technical and non-technical staff. Adequate manpower for all areas as advised by the Authority to be deployed and kept as back up Specifications of Hot Air Balloon and Setup with comprehensive details of the Balloon Make, Quality, Warranties, Propane, Stability, Range, ropes / cables etc. shall be provided by the bidder in the Technical bid.
- The operator / company will be solely responsible for planning and executing the Hot air Balloon activity as suggested by BSTDC, at the same time adhering to all prevalent safety and security norms making it safe for passengers. BSTDC will under no circumstances bear any cost arising out of any claim related to any accident, loss of life or equipment, malfunctioning of the balloons or natural calamity.
- The firm should have requisite AOP (Air Operator Permit) as issued by civil aviation for balloons.
- The firm selected for the job will have to obtain necessary permits from requisite authorities as required to organize the activity.

- The balloon proposed for the activity should have valid Airworthiness Review Certificates
- The company will be required to obtain necessary approvals/clearances/coordination for the flights from Airports Authority of India, state authorities/Ministry of Defense and ATC units as per Civil Aviation rules & guidelines
- The flights must be flown as per the guidelines of ATC (Air Traffic Controller)
- The Balloons are required to be flown by well trained, experienced and valid license holder pilots. Sufficient technical knowledge in hot air balloon operations
- The ground crew handling the job should also be highly trained and experienced
- Regulations and Safety norms should be followed as per the DGCA guidelines.
- All flights including the passengers on board should be insured
- The logo of “Bihar Tourism/ BSTDC” should be prominently visible on the hot air balloon.
- BSTDC will make efforts to advertise and market the event through print and electronic media besides facilitating support of local administration.

MINIMUM TECHNICAL DETAILS FOR HOT AIR BALLOONING

The details specified below are desirable.

S.No.	Items	Details
HOT AIR BALLOON (TETHERED)		
1	Capacity	Minimum 6 Passenger (excluding Pilot)
2	Burners	Burners using LPG/Propane
3	Flight Details	Tethered flight with 3 rope anchors for maximum height 200 ft.

4.2 Other requirements

CCTV surveillance systems to be installed at the ticket counters/ designated area and in the Hot Air Balloon to ensure safety and security of passengers. CCTV cameras that will record the footage on board.

4.3 Project Duration

The project duration shall be of 1 month and may be extendable upto 1 month. For the extended period, the cost shall be paid on the basis of rates quoted in this bid.

4.4 Responsibilities of the Authority

- I. The Authority shall be responsible for handing over the Project site to the Operator with in the stipulated timeframe given in Agreement.
- II. Onsite Counter for booking of tickets
- III. The Authority shall seek and acquire all clearances required, if any.
- IV. The Project Facilities shall include completed civil works, water, power and parking space.

4.5 Rights and Responsibilities of the Operator

- The Operator shall be responsible to invest in Hot Air Balloon mechanics such as movable / immovable assets, interiors & fit-outs and equipment for the purpose of operations and maintenance. The Operator shall complete necessary fit-out works etc. on the Project Facilities before Commercial Operations Date (COD) i.e., within 15 (Fifteen days) weeks from the issue of Letter of Award/ Work Order.
- The Operator shall be responsible for complete operations, maintenance, and management of the Hot Air Balloon activity.
- 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.

4.6 Commercial Consideration

- The Operator / Selected Bidder will be paid a service charge for the whole duration (one month) of the project.

4.7 Terms of payment

- The term "Monthly" shall mean a period of 1 month or 30 days.
- In the regular course of operations, it is expected that the operator will operate the balloon for minimum 4 hours per day and undertake minimum 20 trips per day indicating a total of minimum 600 trips during the period of 30 days.
- It must be noted that the first Payment (50%) to the Operator shall be made at the end of 15 days from the start date of operation. The remaining payment to the operator shall be made at the completion of the work subject to:

However, in case of any unavoidable circumstances, the service provider shall complete the minimum number of trips by extending the tenure to cover the remaining trips.

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 Selection of agency for Hot Air Balloon Services in Rajgir, 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. Notwithstanding 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 4 Months/ 120 days from the Proposal Due Date). Please find enclosed herein with the Proposal the Demand Draft bearing number ----- for Rs. 5,000/- (INR Five Thousand only) drawn in favor of the 'Managing Director, Bihar State Tourism Development Corporation' payable at Patna dated thisday of..... 2022. towards the 'RFP Cost' and Demand Draft bearing number ----- for Rs. 50,000/- (INR Fifty Thousand only) drawn in favor of the 'Bihar State Tourism Development Corporation' payable at Patna towards the 'Bid Security Amount', dated thisday of..... 2022.
- c. That as on the date of submission of this tender, there is no blacklisting 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: 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 selection of agency for Hot Air Balloon Services in Rajgir, 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 Hot Air Balloon Services in Rajgir is as follows:

Monthly Service Charge:	
Particulars	Amount (In INR)
Deployment of 1 hot air balloon for 1 month	INR {Amount in figures} _____ (INR {Amount in Words}) _____

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 120 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 aforesaid, 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 LOA, shall constitute a binding contract between us.

7. We understand that you are not bound to accept the lowest or any bid that you may receive. We declare that the information stated above and enclosed is complete and absolutely correct and any error or omission therein, accidental, or otherwise, as a result of which our bid is found to be 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

ANNEXURE 3: DETAILS OF THE BIDDER

Name of the Company/Firm	
Date of Incorporation and Incorporation details	
PAN No	
GSTIN	
Legal Status of the Company in India & Nature of Business in India: <i>Public Ltd Company/Private/Partnership firm/Proprietary Firm</i>	
AddressoftheRegisteredOfficeinIndia	
Date of Commencement of Business	
Address of the office in Bihar (ifany)	
Details of the Contact Person:	
<input type="radio"/> Name:	<input type="radio"/> _____
<input type="radio"/> E-mailid:	<input type="radio"/> _____
<input type="radio"/> Phonenumber	<input type="radio"/> _____
<input type="radio"/> Faxnumber	<input type="radio"/> _____
Website	
Accreditations/ Certifications	
ISO certification issued date and expiry date	
Rewards and Recognitions	

ANNEXURE 4: FINANCIAL TURNOVER

Annual Turnover from Hot Air Balloon Services for the following Financial Years

Year	2018-2019	2019-2020	2020-2021
Amount(INR in figures)			
Amount (INR in words)			
Average Annual Turnover	INR {Amount in figures}, INR {Amount in Words}		

(To be certified by Chartered Accountant. CA membership number to be provided)

ANNEXURE 5: BIDDER DETAILS

Experience in Hot Air Balloon activities (number of years)	
Project details (Add more rows to provide project details of additional projects)	Client: Location: No. of Balloons: Period: Total Flights: Number of passengers:
	Client: Location: No. of Balloons: Period: Total Flights: Number of passengers:
	Client: Location: No. of Balloons: Period: Total Flights: Number of passengers:
Other Experience	Total number of sites - Average trips per site – Average number of passengers per site – Total number of trips - Total number of passengers – Capacity of Basket used -
License from DGCA	
Airworthiness certificate	

ANNEXURE 6: BALLOON SPECIFICATIONS

BALLOON MAKE	
WARRANTY DETAILS	
QUALITY DETAILS	
TYPE OF FUEL	
STABILITY	
RANGE	
DETAILS OF ROPES/ CABLES	
AREA REQUIRED FOR OPERATIONS	
PILOT DETAILS AND LICENSE	
OTHER TECHNICAL DETAILS	

ANNEXURE 7: Non-Blacklisting Certificate

(On Company Letter Head)

This is to certify that <<**COMPANY NAME**>> is not blacklisted by the Government of Bihar or any of its agencies for any reasons what so ever and not blacklisted by Central/ any other State/ UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices and not backedout from executing the work after award of the workas on date of submission of this proposal i.e. xx/xx/20xx.

Name of Signatory:

Bidder Name:

Date & Place