# **REQUEST FOR PROPOSAL**

## SELECTION OF OPERATORS FOR TREKKING ACTIVITIES AT DIFFERENT LOCATIONS ACROSS JAYALGRAH, RISHIKESH, KUND, CHOPTA, CHANDRASHILA & THUNGANATHA

December 2024

The Headmaster The Lawrence School Lovedale, (LSL) The Nilgiris Tamilnadu - 643003 Phone: 0423 - 2442552 Email: doa@thelawrenceschool.org

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### SCHEDULE OF TENDER PROCESS

The below schedule is tentative. The Lawrence School, Lovedale reserves the right to modify the said schedule of Selection Process at any time during the Selection Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

Event Description	Scheduled Date
Tender Notice No:	Tender Notice No. 1 / LSL/2024 -25
RFP Issue / Start Date	09.12.2024
Pre-Bid conference date	16.12.2024/ Over Phone
Last date/time for clarification	18.12.2024
Due date for Receipt of Proposals/ Bids (Proposal Submission Date or Bid Due Date - BDD)	23.12.2024 : 16.00 Hrs
Pre-Bid meeting online/ Physical.	02.01.2025

Contact: Bidders may contact the Authority for queries by mailing to doa@thelawrenceschool.org / pc@thelawrenceschool.org or contact Mrs. Beena 94436 69752.

# Any addendum / corrigendum to the RFP Document shall be intimidated to all the Applicants / Bidders through LSL platform only.

- The dates scheduled for RECEIPT and OPENING of bids are fixed and shall not be changed under any circumstances. However, The Headmaster, The Lawrence School, Lovedale (the "Authority") reserves the right of postponement of the date of opening of Technical Bids or date of opening of Financial Bids in the event of any unforeseen reasons. The Authority reserves the right to modify the said schedule of Selection Process at any time during the Selection Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.
- 2. The Authority shall not be responsible for any non-receipt of tenders or late uploading of tenders online for any reason, whatsoever.
- 3. Failure to fill and sign the declaration and check slip shall make tender invalid.
- 4. Interested bidders may obtain further information about this requirement from the office of Dean of Activities, The Lawrence School, Lovedale. RFP Documents can be downloaded at <a href="http://www.thelawrenceschool.org/tenders">www.thelawrenceschool.org/tenders</a>.
- 5. All selected bidders may attend the Pre-Bid meeting online/ Physical. The venue, date and time are indicated in Schedule of Events as in schedule of tender process above. The queries can also be sent to <u>doa@thelawrenceschool.org</u> (Email ID) which must be received by the Authority by last date / time clarification. Queries received after due date and time shall not be considered.

- 6. The Proposals shall be filled in English and all entries must be typed / written in blue/black ink. Initials of the Authorized representative of the Bidder must attest all erasures and alterations made while filing the proposal. Over writing of figures in the Financial Proposal is not permitted. Failure to comply with any of these conditions may render the Proposal invalid.
- 7. The Authority shall not be responsible for any costs or expenses incurred by the bidder(s) in connection with the preparation and delivery of Proposals, including costs and expenses related to transport etc. The Authority reserves the rights to cancel, terminate, change or modify this procurement / Bid Process and /or requirements of proposal stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.
- 8. The Proposal / bid shall be valid for a period of not less than 15 days from the Bid Due Date (the "BDD"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the authority may request the Bidders to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, bidder will not be permitted to modify their submitted bids after the BDD.
- 9. It is clarified that bids are to be submitted as per the procedure prescribed in the RFP & The Lawrence School website. The bidders are advised to consult LSL authorities for any technical / procedural issues while submitting the bids and the LSL will not be held responsible for any such technical / procedural issues while submitting the bid.

#### INTERPRETATION

In the interpretation of this RFP, unless the context otherwise requires:

- a. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
- b. A reference to any gender includes the other gender.
- c. A reference to any agreement is a reference to that agreement and all annexes, Attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof.
- iv. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed.
- v. Any reference to a person shall include such persons, successors and assignees.
- vi. A reference to a "writing" or "written" includes printing, typing, lithography, scanned and other means of reproducing words in a visible form.
- vii. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP.
- viii. The terms "hereof, "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article,
- ix. In case of any inconsistency between the terms mentioned in the RFP and the literary term, the meaning best construed in furtherance of the objectives of this RFP shall prevail.
- x. Where there is a discrepancy between amount in figures and in words, the latter shall prevail.

#### **DISCLAIMER**

- 1. The information contained in this Request for Proposal document ("RFP Document") or subsequently provided to Applicants (Bidders / Applicants), whether verbally or in documentary or any other form by or on behalf The Lawrence School, Lovedale (LSL) (herein after referred to as "Authority") or any of its employees / officers / representatives, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- 2. This RFP is neither an agreement nor an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with the information that may be useful to them in the formulation & submission of their Proposals pursuant to this RFP.

- 3. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project / assignment proposed to be awarded pursuant to this RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
- 4. This RFP may not be appropriate for all persons, and it is not possible for the Authority and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- 5. The Authority and its employees/ officers/ advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process / Tender Process (hereinafter defined).
- 6. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Applicants shall inform themselves concerning and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.
- 7. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements and information contained in this RFP.
- 8. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- 9. The issue of this RFP does not imply that Authority is bound to select an Applicant or to appoint the Selected Applicant / Selected Bidder, as the case may be, for the subject assignment / project and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- 10. Laws of the Republic of India are applicable to this RFP.

# **1. LETTER OF INVITATION**

## **1. LETTER OF INVITATION**

To,

Whom so ever it is communicated by the authorized-on behalf of The Lawrence School, Lovedale (LSL)

Dear Madam / Sir,

LSL or ("The Headmaster") intends to select an Agency ("hereinafter referred to as the "Agency") for Selection of Operators for Trekking Activities at different locations across Himalayas

The scope includes the operation of Trekking activities at mentioned locations across Himalayas as specified in APPENDIX - I.

- 1.1 The Internet Site address for downloading the Tender Documents will be <u>www.thelawrenceschool.org/tenders</u>. Interested Bidders can view detailed tender notice and download tender documents from the above mentioned websites. Applicants can download the RFP document from 09.12.2024 and last date for the proposal submission is 23.12.2024: 16:00 HRS. Bids must be submitted by means of Hard copy/ e-mail in the specified manner.
- 1.2 Sealed bids (Outer envelope A) shall only be received by the Authority. The Bidders need to pack the Pre-qualification / eligibility proposals as required in separate envelope (Envelope B) and Financial proposal (Envelope C) bids separately in two envelopes, both of them duly sealed in the Outer envelope A. The Bid Processing Fee, Bid Security (EMD) and Power of Attorney etc., and all the required documents so as to meet the requirements of this RFP shall be submitted in Envelope B by the Applicant / Bidder. Only True copies shall be entertained. Any other means of copies either duplicate / scanned etc., shall lead in the rejection of such bids. Subsequent corrigendum / addendum, if any, shall only be available in web site www.thelawrenceschool.org/tenders. Please note that the Authority reserves the right to accept or reject all or any BID or annul whole of the process without assigning any reason whatsoever. The details of the services required are provided in the Terms of Reference (TOR) of this Request for Proposal (RFP).
- 1.3 The RFP is applicable to all such applicants eligible for providing such similar services as mentioned in Data Sheet of this RFP. Details of the services required to be provided by the Selected Applicant and the details of the sites are provided in the Terms of Reference (TOR) of this Request for Proposal (RFP).
- 1.4 Proposal submissions must be received no later than the Proposal Due Date specified in the "Schedule of Tender Process" in the manner specified in the RFP Document at the address given below clearly mentioning the name of the assignment.

## "SELECTION OF OPERATORS FOR TREKKING ACTIVITIES AT DIFFERENT LOCATIONS ACROSS HIMALAYAS."

То

The Headmaster, The Lawrence School, Lovedale, The Nilgiris Tamilnadu - 643003 Email: <u>doa@thelawrenceschool.org</u>

#### 1.5 This RFP has following sections\*:

Section – 1	Letter of Invitation
Section – 2	Instructions to Applicants
Section – 3	Data Sheet
Section – 4	Preparation, Submission and Evaluation of Proposals
Section - 5	Terms of reference
Section - 6	Formats for Proposal Submission (Annexure)

- 1.6 The Agency for providing its services for the said Assignment / Project will be selected on the basis of the Lowest quote (L1). The Technical Proposals would be evaluated based on the qualification criteria set forth in this RFP. Financial Proposals (Financial Bids) of only those Applicants, who are qualified / Eligible (Eligibility criteria qualification) will be opened and evaluated.
- 1.7 The Proposals shall be filled in English and all entries must be typed and written in blue/black ink. Initials of the Authorized representative of the Applicant must attest all erasures and alterations made while filling the Proposal. Over writing of figures in the Financial Proposal is not permitted. Failure to comply with any of these conditions may render the Proposal invalid.
- 1.8 The Authority shall not be responsible for any costs or expenses incurred by the Applicant in connection with the preparation and delivery of Proposals, including costs and expenses related to visit to the site. The Authority reserves the right to cancel, terminate, change or modify this procurement / Tender Process and /or requirements of proposal as stated in the RFP at its sole discretion, without assigning any reason or providing any notice and without being liable in any manner for the same.

1.9 The Proposal shall be valid for a period of not less than 48 (Forty Eight) days from the Bid Due Date (the "BDD"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the Authority may request the Applicants to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, Applicants will not be permitted to modify their submitted proposals.

Date: 09.12.2024

For The Lawrence School, Lovedale

HM, LSL

# 2. INSTRUCTIONS TO APPLICANTS

## 2. INSTRUCTIONS TO APPLICANTS

- 2.1 The Client has adopted a Single-stage Two-part process (hereinafter referred to as the "Selection Process / Tender Process") for selection of a Service Provider, for award of the Project. The Proposal submission is envisaged in two parts Technical Proposal and Financial/Financial Proposal. The Applicants may submit their Proposals in response to this RFP, in accordance with the provisions of this RFP. The Technical Proposals to be submitted by Applicants shall comprise of technical and financial capability documents and other requisite documents/clarifications as per the terms of this RFP ("Technical Proposal"). The Financial Proposals of only those Applicants whose Technical Proposal qualify the evaluation process, as per terms hereof, shall be opened for selecting the Service Provider ("Financial Proposal").
- 2.2 Applicants are encouraged to inform themselves fully about the Assignment and the local conditions before submitting their Proposals.
- 2.3 Broad description of the objectives, scope of services, deliverables, and other requirements relating to this Assignment are specified in this RFP.
- 2.4 The bidder should not bid for more than 3 locations for same activities.
- 2.5 Any entity which has been barred by any agency of the Central Government, any State Government, any Statutory Authority or any public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.6 The Authority reserves the right to terminate an Applicant(s) participation in the Tender Process at any time, should the Authority consider that an Applicant has, without the prior consent, failed to comply with any of the procedures and requirements prescribed in the RFP.
- 2.7 Each Applicant shall submit a Power of Attorney as per the format at Annexure: 6, authorizing the signatory of the Proposal to commit and bind the Applicant.
- 2.8 It shall be deemed that by submitting the Proposal, the Applicant has:
  - a. made a complete and careful examination of the RFP;
  - b. received all relevant information requested from the Authority;
  - c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in the RFP;
  - d. satisfied itself about all matters, things and information, including matters referred herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
  - e. acknowledged that it does not have a Conflict of Interest;
  - f. Agreed to be bound by the undertaking and all other documents provided by it under and in terms hereof; And
  - g. Satisfied itself about the assignment conditions and made a complete and careful examination of the same.

- 2.9 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.
- 2.10 The Proposal of an Applicant shall be liable for disqualification in the event of the following:a. If the Applicant refuses to accept the correction of errors in its Proposal, (or)
  - b. at any time, a misrepresentation is made or uncovered or a suppressed fact is uncovered, (or)
  - c. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal or does not respond to any queries raised by the Authority, (or)
  - d. If the applicant submits a conditional Proposal which would affect unfairly the competitive provision of other firms who submitted substantially responsive proposal and/or is not accepted by the Authority.

#### 2.11 QUERIES AND CLARIFICATIONS

The Bidders are requested to study this entire RFP document in detail. If the Bidders have any queries related to the RFP or on the proposed Assignment, they may submit such queries to the Authority in writing or e-mail to <u>doa@thelawrenceschool.org</u> on or before the Clarification(s) due date specified in the "Data Sheet / Schedule of Tender". Clarifications for all such queries received would be provided by the Authority at least five (5) working days before the bid due date / time of Bid submission date. All such queries received, and clarifications provided by the Authority shall be informed by uploading on aptdc.in in mentioning as Addendum / Corrigendum for the subject title of the RFP without identifying the names of the Bidders. Bidders are requested to keep themselves updated on the same and Authority takes no responsibility on any claims of non-information.

#### 2.12 AMENDMENT TO RFP

- a. At any time prior to the due date for submission of Proposal, the Authority may, for any reason, whether at its own initiative or otherwise, modify the RFP document by issuing Addendum / Corrigendum.
- b. In order to provide the Bidders with reasonable time for taking an amendment into account, or for any other reason, Authority may, in its sole discretion, extend the BDD.
- c. The above changes & amendments, if any, will be notified on LSL website for the Assignment.

#### 2.13 CONFLICT OF INTEREST

a. The Authority requires that the Bidders provide professional, objective, and impartial advice and at all times hold Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder(s) shall not accept or engage in any assignment that would conflict with its prior or current obligations to other Authority(s), or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

- b. A Bidder shall not have a conflict of interest that may affect the Selection Process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified.
- c. A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - i. a constituent of such Bidder is also a constituent of another Bidder; (or)
  - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; (or)
  - iii. such Bidder has the same legal representative for purposes of this Application as any other Bidder; (or)
  - iv. if a Bidder is engaged by the Authority to provide goods or works or services and if the Associate(s) of such firm is engaged for providing services for the same project and vice versa.
  - v. If a Bidder submits multiple Proposals either individually and vice versa.

#### 2.14 MODIFICATIONS / SUBSTITUTION / WITHDRAWAL OF PROPOSALS

- 2.14.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the BDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the BDD.
- 2.14.2 Any alteration / modification in the Bid or additional information supplied subsequent to the BDD, unless the same has been expressly sought for by the Authority shall be disregarded.

#### 2.15 REJECTION OF PROPOSALS

- 2.15.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Proposals and to annul the Tender Process and reject all Proposals at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons. In the event that the Authority rejects or annuls all the Proposals, it may, in its discretion, invite all eligible Applicants to submit fresh Proposals hereunder or may take such other steps as it may deem fit in its sole discretion as per applicable laws without being liable for the same in any manner.
- 2.15.2 The Authority reserves the right not to proceed with the Tender Process at any time, without notice or liability, and to reject any Proposals without assigning any reasons and without being liable for the same in any manner.
- 2.15.2.1 If the Applicant has submitting any documents, created or originating from outside the

Republic of India, such as work experience certificate(s), financial detail(s), power of attorney(s), undertaking(s), documentary evidence(s), qualifying document(s), etc. (collectively "Foreign Documents") then the Applicant, before any

such Foreign Document(s) are sent to India for the purpose of applying towards this Project/ Assignment, shall be required to get each and every page of such Foreign Document(s), duly authenticated/ embossed/ legalized/ notarized from the Indian Embassy/Indian High Commission situated in the country from where such Foreign Document(s) were created or are originating from. Such authentication/ embossment/ legalization/ notarization from the Indian Embassy/Indian High Commission shall also apply to all such document(s) that are in a language other than English, which shall compulsorily be required to be translated (as the true translated copies of the original) by a duly certified/ authorized /qualified translator, supported by the affidavit of the said translator, certifying the correctness of the English translation. In case of any inconsistency between the original Foreign Document and its English translation, the latter shall prevail and be held binding on such Applicant. However, in the case of Foreign Document(s) created or originating from countries that have signed, ratified and have made operational the Hague Convention abolishing the requirement of legalization for foreign public documents, 5 October, 1961 - "Hague Legalization Convention, 1961", the Applicants may affix an 'Apostle" sticker on each and every page of their Foreign Document(s) [including all commercial document(s) duly notarized]. Thereafter, the Applicant shall be compulsorily required to get all such "Apostil led" Foreign Document(s) approved, certified and attested from the Indian Embassy /Indian High Commission in that country where the 'Foreign Document(s)' were created or are originated from or the Ministry of External Affairs, Government of India, New Delhi and the Bidder/s shall follow any other norms/guidelines laid by the Ministry of External Affairs, Government of India.

# **3. DATA SHEET**

## **3. DATA SHEET**

S.No.	Key Information	Details			
		RFP Details			
1.	Project/Assig nment	"Selection of Operators for Trekking / River RaftingActivities at different locations across Himalayas"			
2.	Organization / Authority	The Lawrence School, Lovedale			
3.	Projects / Site Details	Mentioned under General terms & Condition – 4.3			
4.	4. Qualification Criteria and their weightages will be awarded as under				

Sl No	Criteria	Weightage
1	Past Experience of the Vendor	70%
Sl No	Sub Criteria	Weightage
1.A	Number of years relevant experience	20%
1.B	Past experience in carrying out studies in related sector	25%
	Past experience in carrying out studies carried out in the region	25%
2	Overall Financial Strength	100%
Sl No	Sub Criteria	Weightage
2.1	Turn over for last three years	50%
2.2	Net Profit for the last three years	50%

	Proposal Conditions and Evaluation				
5.Proposal ValidityThe Proposal shall be unconditional, firm and irrevocable and shall be for a period of 48 ( Forty eight) days from the Proposal Due Date (PDD)					
6.	Minimum Eligibility Criteria	<ul> <li>The applicant must meet all the following minimum eligibility criteria.</li> <li>The Applicant shall have similar experience in operating at least one project of Trekking Related Activities in last Five years preceding the bid due date</li> <li>Note: In case the applicant does not possess the requisite experience as mentioned under (a) above, then the same shall enter into MoU with such experienced Agency for the execution of subject assignment for a period not less than 3 years. The experience of such Agency shall be considered for the above eligibility &amp; marking criterion, provided that the bidder submits the MoU and all the relevant documents for the same.</li> <li>a) The operator should have a minimum of three qualified staff having certification by any national or international institute in the activity or</li> </ul>			

		<ul> <li>minimum of three years of practical experience. The owner of the firm could be included as one of the qualified employees.</li> <li>b) The operators must procure / hire appropriate adventure equipment for trekking and river rafting.</li> <li>c) Field staff of the company must be qualified in First - Aid / C.P.R by Red Cross or equivalent body or Certificate Course conducted by the Adventure Tour Operators Association of India.</li> </ul>			
7	Proposal Evaluation	<ul> <li>a) Financial Proposal of only those Applicants meeting the minimum eligibility criteria will be considered and undertaken. Applicants not meeting the minimum eligibility criteria are deemed to be disqualified from further evaluation process.</li> <li>b) Financial Evaluation: Financial bids of qualified applicants will only as per the criteria and weightages awarded.</li> </ul>			
8	Criteria for selection of Agency	a) Criteria for selection of agency would be the lowest quote meeting all the necessities.			
10	Envelope A: Technical Proposal	<ul> <li><u>Technical Bid format as required by RFP</u></li> <li>Signed RFP document</li> <li>Covering Letter ~ Annexure 2</li> <li>Similar Experience towards minimum eligibility ~ Annexure 3 (All documents as mentioned in S.No.3 of Data Sheet)</li> <li>GST registration certificate and Pan card</li> </ul>			
11	Envelope B: Financial Proposal	The Applicants shall be required to submit their Financial Proposals in their format of RFP duly filled and signed.			
12	Duration of Assignment	The Assignment shall be valid for a period of 10 days from the date of signing of Agreement. It may extend* up to a period of 10 days as per mutually agreed terms and conditions of both the parties. *Only for specific locations			
		The HM, LSL reserves the right to terminate the contract at any time without any prior notice and cause at their sole discretion.			

# 4. PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS

### **EVALUATION OF PROPOSALS**

#### 4.1. OPENING AND EVALUATION OF ENVELOPE B (TECHNICAL PROPOSAL)

a. Test of Responsiveness

Prior to evaluation of the documents contained in the Technical Bid envelope, the Authority shall determine whether each Bid is responsive to the requirements set out in this Tender. A Bid shall be considered responsive only if:

- i. It is received as per the formats prescribed in this tender.
- ii. It is received by the Bid due date including any extensions thereof, it is signed, sealed, bound together and marked as stipulated.
- iii. It contains the necessary documentary proof for establishing the Technical and Financial Capabilities of the Bidders
- iv. The bid of the bidders entered into agreement with LSL with regard to Trekking earlier and not started commercial operations as per agreement conditions are deemed to be canceled.
- b. Technical Bid Evaluation
  - i. The Technical Bid (Envelope A) and supporting documents will be evaluated for Minimum Eligibility Criteria as per the Data Sheet mentioned in section 3.
  - ii. Proposals meeting the minimum eligibility criteria will only be considered for further evaluation of the Proposals.

- iii. Applicants not meeting the minimum eligibility criteria as above are deemed to be disqualified and will be barred from further evaluation of their proposal. No correspondence or representation will be entertained, and the Client's decision will be final in this regard.
- iv. The Envelope A of the eligible proposals will be opened and checked for all the mandatory documents duly signed as per the list provided above and in the prescribed formats. The client shall take a decision at its sole discretion with regard to proposals without any of the said documents or documents submitted in any other format other than the prescribed.

#### II. OPENING AND EVALUATION OF ENVELOPE C (FINANCIAL PROPOSAL)

- a. The Envelope B of those Applicants who have qualified the minimum eligibility as mentioned in the data sheet will only be opened.
- b. The Financial Proposals shall be checked for substantial compliance. If the submission is in substantial compliance with the Financial Proposal (Annexure 8), then, the review and evaluation of the same would be undertaken. If the submission does not satisfy the criteria, the submission will be rejected, and such Applicants will be eliminated from further evaluation process.
- c. <u>Requirements for Substantial Compliance:</u> Prior to the detailed evaluation of the Financial Proposal, it would be determined whether each Financial Proposal:
  - i. Has been properly signed and contains the required representations or commitments.
  - ii. Is presented in a manner that conforms with the requirements of the RFP including the specified format.
- d. Material Deviation: A material deviation or reservation is one
  - i. Which affects in any substantial way the requirements of the RFP and performance of the Project; or
  - ii. Which is substantially inconsistent with the requirements of the RFP.
  - iii. Whose rectification would affect unfairly the competitive provision of other competing Applicants presenting substantially responsive proposals.
  - iv. Any conditional Bids shall be termed as non responsive and summarily shall be rejected.

#### 4.2 CONDITIONS ON BIDDER

- a. If there is only one bidder the bid due date will be extended by 7 days. If no one else participates in the extended period also, the sole bidder will be considered after due process.
- b. In the event that two or more Bidders quote the same amount of revenue share, the LSL shall identify the Successful Bidder by draw of lots, which shall be conducted with prior notice in the presence/online of the Tie Bidders.

- c. In the event that the lowest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may invite all the remaining relevant Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid lowest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the lowest Bidder it shall be the Successful Bidder. If two or more Bidders match the said lowest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Successful Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said lowest Bidder in the second round of bidding, the said third lowest bidder shall be the Successful Bidder.
- d. The preference will be given for existing operator.

#### 4.3 GENERALTERMS & CONDITIONS

#### Requirements and Details for Adventure Treks & River rafting.

The Lawrence School, Lovedale will be organizing the following activities as detailed below:

 Treks & River rafting. (Himalayan expedition 2025.) Dates: 11<sup>th</sup> to 18<sup>th</sup> February 2025.

#### **Class XI Boys & Girls**

No of Boys in class XI: 52 Boys No of Girls in class XI: 31 Girls Date: 11/02/2025 to 18/02/2025

#### **Flight Route**

Ooty----- Coimbatore----- Dehradun: 8.50am to 3.20 to 06.pm Girls

10.10 am to 6.00pm Boys

Dehradun-----Coimbatore-----Ooty. 9.35 am to 8.45pm BOYS (Indigo) 2.55 pm to 8.35 pm Girls (Air India)

#### **Boys Itinerary**

- Day 1: Travel from CJB to Dehradun Stay at Dehradun.
- Day 2: Travel from Dehradun to Jayalgrah and short distance river rafting, Stay at Jayalgrah. Rafting Srinagar to Jayalgrah.
- Day 3: white water rafting from Jayalgrah to Rishikesh and stay at Rishikesh.
- Day 4: Travel to Kund and short trek and stay at Kund (ECO Lodge)
- Day 5: trek to Devriya Tal -Travel to Chopta and stay at Chopta.
- Day 6: Summit Chandrashila Thunganath peak and stay at Kund.
- Day 7: Travel to Dehradun & stay at Dehradun.
- Day 8: Travel to School.

#### **Girls Itinerary**

Day 1: Travel from CJB to Dehradun Stay at Dehradun.

Day 2: Travel to Kund and stay at Kund (ECO Lodge)

Day 3: Visit Deriya Tal and stay at Kund

Day 4: Travel to Chopta and stay at Chopta, experience in snow at Chopta

Day 5: Summit Chandrashila Thunganath peak and stay at Kund.

Day 6: Travel to Jayalgrah and white water rafting. Rafting Srinagar to Jayalgrah.

Day 7: White water rafting from Jayalgrah to Rishikesh and stay at Dehradun

Day 8: Travel to School.

#### 2. **<u>REQUIREMENTS</u>**

Please consider the following points while preparing the total package:

- 1. Travel: All travels by road will be conducted by deluxe buses/AC buses.
- 2. Commencement: All itineraries will start and end in Lovedale
- 3. Accommodation:
- 4. Name of hotels to be intimated in the quotation. Preferably not bar attached.
- 5. Proper tents / cottages (neat and clean, up to the standards)
- 6. 3/4 Star Hotels (when in a city or town)
- 7. Three students per room
- 8. No more than two staff members per hotel room.

#### 9. Food:

- (i) Must follow the provided menu.
- (ii) Served food must be hygienic and hot.
- (iii) Three Meals & Two refreshments to be provided.
- (iv) Dinner menu to be non veg meal.
- 10. Guide & equipment: Authorized & trained guide services for trekking, River rafting & provision of gear and equipment.
- 11. Entry Tickets: All entry tickets will be covered.
- 12. Security: Adequate security for students and staff from departure to return.
- 13. Staff Ratio: One staff member per 10 students will accompany free of cost.
- 14. Cost Inclusions: Travel, all transfers, food, stay, and refreshments.
- 15. First aid and emergency evacuation Plans-Evacuation by helicopter for serious life threatening injuries/sickness
- 16. Medical Insurance: Adequate medical insurance for students and staff for the entire duration.
- 17. Life/Accident Insurance: Mandatory Rs 5,00,000/- cover for each group member. Without this, your agency will not be considered.
- 18. Company representatives must accompany each trek. For girl students, should preferably ladies.
- 19. Conduct: Executives must interact with dignity.
- 20. Itinerary Adherence: No deviations from approved itineraries.
- 21. Basic Amenities: Must be provided throughout transit and stay.
- 22. Toilet Facilities: Transport must have or regularly halt for toilet facilities.

- 23. Decision Making: Sole prerogative of the Teacher in charge.
- 24. Substance Prohibition: No liquor or intoxicants allowed.
- 25. Behavioural Issues: Report any misbehaviour to accompanying staff.
- 26. Refreshments: Adequate bottled drinking water/snacks for the entire duration.

Daylight Treks: All mountain/hill treks to be conducted safely during daylight hours.

**Trek Leader:** To provide experienced assistance during the trek /River rafting for the safety of the students.

Safety measures to be implemented during the trek and river rafting etc.

#### Briefing

Shortlisted companies based on itineraries and quotations will be called for a briefing before finalization. Selected tour operators must brief the staff at school.

#### Feedback

Feedback will be sought from all staff members. Negative feedback will result in financial deductions.

#### Payment

40% of the total cost will be paid in advance as per GFR rule No 172 (B). Balance amount will be paid after completion of the programme.

#### **Cost Per Student including all :**

# **5. TERMS OF REFERENCE**

### **5. TERMS OF REFERENCE**

#### **5.1 SCOPE OF OPERATOR**

The detailed scope of services required to be undertaken under this assignment is as below:

- 1) To prepare trekking itinerary for the visiting trekkers.
- 2) To provide professional trekking services to the trekkers.
- 3) To provide boarding, lodging and meal services to the trekkers as per the information provided to them prior to booking.
- 4) To ensure Safety and Security of the interested trekkers.
- 5) To provide emergency medical services, if required, to the trekkers during trekking. Field member of the Agency must be qualified in the First Aid/ C.P.R by Red Cross or equivalent body or certificate course conducted by the Adventure Tour Operators Association of India.
- 7) To provide trained manpower's to accompany with the trekkers during the entire trekking period having adequate knowledge and certification in trekking program and well versed with local area and language. The field staff of the Agency must be qualified for the activity or must have minimum three years of practical experience.
- 8) Depute liaison officer for coordination with the Nodal Officer of the Corporation for smooth operation/implementation of the service contract
- 9) The Agency must adhere to the sustainability ecological practice and protection of environment in keeping with guidelines of Eco Tourism and safety and security guidelines of Ministry of Tourism/ Adventure Tour Operators Association of India. The Agency must keep and distribute copy of the Eco Tourism Guidelines to the Trekkers.
- 10) The Agency should be covered by insurance of Special Contingency Policy.
- 11) The Agency must follow the Guidelines for Adventure Sports, 2020 of Ministry of Tourism, Government of India.
- 12) Avail all sanctions, permissions, no objections, letters of intent, consent, licenses, clearance, approvals etc., at bidder's own cost before commencement of operations and keep such document effective and in force at all material times throughout the operation period and undertake due updating, subject to any expiries or changes in procedure/law.

#### 5.2 DELIVERABLES, TIMELINES AND TERMS OF PAYMENT & SCHEDULE

The agreement period for the subject assignment shall be for a period of 50 days from date of signing the Agreement

## 6. FORMATS FOR SUBMISSION OF PROPOSAL

## (Annexures)

Annexure 1

Format for

SNo.	Enclosures to the Proposal	Status (Submitted / Not Submitted)	Remarks
1.	Signed RFP Document		
2.	Covering Letter (Annexure 2)		
3.	Experience Details (Annexure 3)		
4.	GST registration certificate & PAN card		

#### CHECKLIST OF SUBMISSIONS IN ENVELOPES

#### Annexure 2

#### Format for

#### COVERING LETTER (LETTER OF PROPOSAL)

(On Applicant's Letter Head)

To,

Date:

The Head Master, The Lawrence School, Lovedale, The Nilgiris 643003 Email: <u>doa@thelawrenceschool.org</u>

#### Sub: "Selection of Operators for Trekking Activities at Different Locations across Himalayas

With reference to your RFP Document dated \_\_\_\_\_\_,I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of agency for O&M (the "Agency") of the subject assignment. The proposal is unconditional and unqualified.

- 2. I/We acknowledge that LSL will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the Annexures / Appendices are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
- 3. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project / Assignment.
- 4. I / We shall make available to LSL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 5. I / We acknowledge the right of LSL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6. I / We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 7. I/We declare that:
- (a) We have examined and have no reservations to the RFP Document, including any Addendum issued by LSL;
- (b) I / We do not have any conflict of interest as mentioned in the RFP Document;
- (c) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with APTDC or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants in accordance with the RFP Document.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the subject assignment or which relates to a grave offence that outrages the moral sense of the community.

10. I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. 1/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by LSL (and/ or the Government of India) in connection with the selection of Agency or in connection with the Selection Process itself in respect of the above-mentioned Project.

12. I/We agree and understand that the proposal is subject to the provisions of the RFP Document. In no case, shall I/we have any claim or right of whatsoever nature if the work for the subject assignment is not awarded to me/us or our proposal is not opened or rejected.

13. I / We agree to keep this offer valid for 48 (Forty eight) days from the PDD specified in the RFP.

14. In the event of my/our firm being selected, I/we agree and undertake to provide the services in accordance with the provisions of the RFP and that the Team Leader shall be responsible for providing the agreed services himself and not through any other person or Associate.

15. I/We have studied RFP and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by LSL or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of subject assignment.

16. The Technical and Financial Proposals are being submitted in the same covers along with Annexure-A to prove our financial details. The contents provided in Envelopes I & II shall constitute the Application which shall be binding on us.

17. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully, (Signature, name and designation of the authorized signatory) (Name and seal of the Applicant)

#### Annexure 3

#### Format for

#### **APPLICANT'S EXPERIENCE**

S#	Name of Project	Authority Details	Project Details	Project Location	Project implemented in last 1 years (Yes/No)	Project Cost (Rs. Cr)	Document Enclosed as Proof of Experience*
1							
2							
3							
4							
5							

<sup>(\*\*</sup>Tables to be added by the bidder if required)

Name \_\_\_\_\_

Designation\_\_\_\_\_

Company \_\_\_\_\_ Date \_\_\_\_\_

Notes:

Signature \_\_\_\_\_