TENDER DOCUMENT

FOR

WHITE WATER RIVER RAFTING TRAINING
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1. **PREAMBLE**

In order to improve the skills and the standards of safety of White Water River Rafting Guides, Ministry of Tourism, State Government of Jammu and Kashmir has mandated services of trained and licensed guides to be utilized by various tourist agencies empanelled with the Ministry of Tourism in this evolving field of tourist activities.

The Government has recommended that in order to open out the tourism sector of white water rafting for effective tourism across the entire State of Jammu & Kashmir, there is an immediate need for deploying a remodeled training program for such Guides involved in this adventure sport.

The training program is expected to have components of practical mentoring, awareness of safety and physical security through regular practice and drill so that the training program provides an effective, seamless, sustainable, healthy means of not only popularizing and improving the standard of the sport but also provide employability and socio-economic uplift through promotion of a safe and popular eco-friendly sports culture of white water river rafting and gradual nurturing the resource development of a trained pool of River Rafting Guides in the State.

2. **PARTIAL LIST OF DEFINITIONS**

2.1. **Definitions and Interpretation**

2.1.1. **Contract:** shall mean and include the format of agreement, Preamble, General Instructions, Invitation to Tenders, Conditions of Tender, Scope and details of works, supplies, and services, advance acceptance of tender, particulars, and other conditions specified in the tender, and acceptance of tender.

**Contractor:** Shall mean the tenderer whose tender has been accepted.

2.1.2. **Guides:** Staff employed by various licensed tourist agencies to conduct white water river rafting adventure sports in the State of Jammu and Kashmir.

2.1.3. **Course Module:** shall mean the learning material prepared, lectures, physical practice and drills conducted including use of mandated safety equipment, sports gear, or training aids prepared exclusively in the course of the training program for each category of Guides.

2.1.4. **Institute:** Shall mean pre-identified white water river rafting training zones identified by the Ministry of Tourism, State Government, Jammu & Kashmir.
METHODOLOGY ADOPTED FOR SHORTLISTING OFFINANCIAL BIDS

Tenders are invited from reputed training firms/companies/consortium (not more than three parties) having the following eligibility criteria:

i) A minimum annual turnover of Rs. 1.0 crore (Rs. one crore only) in training in similar businesses such as first aid, paramedics training, search and rescue training, safety and security.

ii) An experience of at least two years in the field of imparting white water river rafting skills training.

iii) The lead Bidder must be an Indian Registered firm as per the Companies Act of 1956.

iv) Certification from a reputed international firm in First Aid covering minimum (CPR, Choking, Drowning, Hypothermia/Hyperthermia, shock and severe injuries and trauma) (minimum validity of 2 years).

v) The firm/company/consortium must be competent to provide International certification: IRGT (International Rafting Guide Training) or ATCT equivalent (Adventure travel career training).

vi) Certification from a reputed international firm in the area of swift water rescue or WRT (Minimum validity for 2 years).

vii) The selected firm must also have the capability of auditing and certifying the guides and the licensed rafting companies in Jammu and Kashmir in accordance with the IAPRO standards and must also be able to define minimum operational safety standards for these companies.

viii) Certification from an international organization for swift water rescue/water rescue techniques.

ix) Master Trainer must have requisite experience of 20 years or more and the Assistant Trainer having minimum five years.

3.2. The firms who qualify on the basis of qualifications prescribed in the notice inviting tender would be called for a presentation forgiving details regarding the credentials of the firm/company/consortium, the plan of imparting training, the modus operandi, results and sustenance of the process of learning.

3.2.1. Based on the technical bids (Annexure A) submitted by the firms and the presentation given, technical evaluation of the firms will be made and marks will be assigned to each of the bidding firms. The broad items on which the marks will be awarded shall be as under:
<table>
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<th>S.No.</th>
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<td>CompanyProfile</td>
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<tr>
<td>5</td>
<td>Quality of Trainers</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
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</tbody>
</table>

3.2.2. Minimum qualifying marks i.e. 75 will be considered technically eligible. Financial bid so only such organizations will be called for opened.

3.2.3 Selection of the organizations will be done as per the extant of procedures for such tenders.

4. **INSTRUCTIONSTOTENDERERS**

4.1. Preparation of bids: Unless otherwise directed in the invitation, bid shall be submitted in original only. Compliance with the requirements and pre-qualification indicated in the notice inviting tender is compulsory.

4.2. Marking bids: Bids must be securely sealed in suitable envelopes, addressed and marked on the outside as required.

4.3. The usual/extant procedures as applied by the Ministry will be followed for opening of the tenders, for opening time and withdrawal of bids will be followed in this tender.

4.4. Bidder’s presence: At the time fixed for the opening of bids, their contents will be made public for the information of bidders, whose offers will be treated as invalid and rejected. The tenderer shall ensure that the price offer is as per the enclosed format (Annexure B) of schedule of work only.

4.5. The authority competent to sign on behalf of the organization as per the constitution of the Firm/company / consortium is required to submit the form by signing in all the pages of document with the seal of the Firm affixed one each sheet. This forms shall be put in a sealed envelope addressed to ...............and shall be dropped in the tender box provided for there in by the due date and time for submission of offers. If the due date is declared a holiday due to any reason whatsoever, the next working day will be considered as due date. There reference of the work order shall be super- scribed on the top of the sealed
envelope signed with seal on each page as per the tender schedule together with prices as per the format in schedule of work.

4.6. The tenderer will be required to deposit Earnest Money of Rs.1000/- (Rupees One thousand only) as indicated in para 4. 7 below. Tenders not accompanied by such earnest money are liable to be summarily rejected. No interest shall accrue on the earnest money. After the contract is awarded to the successful tenderer, earnest money of unsuccessful tenderers will be returned in due course.

4.7. Earnest Money Deposit should be in the form of Deposit receipts, pay orders, demand drafts of State Bank of India or any Nationalized Bank or any Scheduled bank approved by Reserve Bank of India and drawn in favour of……………………………

4.8. Tenderers may, if they so desire, enclose with their offer any other documents containing explanatory memorandum, catalogue etc.

4.9. No erasures, alterations or overwriting are permitted on the tender form and ambiguity should be avoided in filling tender forms.

4.10. Reference to the total number of pages comprising the offer may also be indicated on the right-hand corner of the first sheet.

4.11. If the tenderer deliberately gives wrong information in tender or wrongfully creates circumstances for the acceptance of his tender, the Department of tourism reserves the right to reject such tender at any stage.

4.12. All offers should be written in ink or typed neatly. All offers should be in English language and numbers should be in Arabic numerals. Tenders complete in all respect should be deposited in the tender-box maintained for the purpose in the office of…………………………… by the time and date stipulated in the tender as indicated in para 4.5 above.

4.13. The offer shall be valid for acceptance for a minimum period of 60(Sixty) days from the date of opening of the Tender which can be extended by mutual agreement of the tenderer and the Department of Tourism.
5. GENERAL CONDITIONS OF CONTRACT

5.1. Specifications and schedules: The specifications, conditions, schedules which form the basis of any bid will be considered as part thereof and will form apart of the contract. Copies of these papers, together with a copy of the contract form, including authorized additions or deletions, if any, will be furnished to or made available for the inspection of bidders by the office indicated in the advertisement or invitation.

5.2. Award or rejection of bids: The contract will be awarded to the most technically suitable bidder complying with the conditions of the invitations for bids, provided his bid is cost effective reasonable, balanced and it is in the interest of the Ministry of Tourism to accept it. The bidder, to whom the award is made, will be notified at the earliest possible date. The Ministry, however, reserves the right to reject any or all bids and to waive any infirmity in the bids received when ever such rejection or waiver is in the interest of the Department of Tourism.

5.3. Errors in bids: Bidders or the in authorized agents are expected to examine specifications, circulars, schedule and all other instructions pertaining to the service, which will be open for their inspection. Failure to do so will be at the bidder’s own risk.

5.4. Nothing contained in this Agreement constitutes a waiver of the privileges and immunities enjoyed by the Ministry of Tourism.

5.5. The Tenderers shall submit the offer inclusive of all Govt. Statutory levies and taxes such as service tax and insurance charges.

5.6. The tenderers shall be deemed to have offered their quotations after acquainting themselves with the conditions and agreeing to abide by the min case their tender is accepted. The Department of Tourism however, does not bind itself to consider or accept any deviations requested for.

5.6.1 Price Quotation:
(a) The Tenderers should quote their most competitive prices and it should be noted that their quotations will not ordinarily be subjected to further negotiations. Negotiations be conducted by the Tender Committee whenever it is considered justified in the interest of Department
(b) All prices should be clearly written both in figures and words. Tenderers in their own interest should avoid alterations/corrections in the rates, submitted by them. However, if alterations/corrections in rates are in escapable each alteration/ correction should be indicated both in figure and words and also duly attested under the full signature of the Tenderer.

(c) Terms of payment cannot be different from what are provided by the terms and conditions of the Tender.

5.7 **Security Deposits:**

(a) The successful Tenderer shall as security for the due and faithful fulfillment of the contract by them, furnish a bank guarantee equivalent to 10% of the total value of the contract within 30 days from the receipt of letter of acceptance of their offer by them, from……………………………

(b) No interest shall accrue on the Security deposit. The Security deposit furnished by the contractor shall be released only after the conclusion of all the obligations of the contractor under the agreement.

5.8 **Acceptance of offer:**

(a) The Ministry reserves the right to accept a tender in full or in part or reject any tender without assigning any reason, and may or may not accept the reasonable lowest tender.

(b) Acceptance of tender will be communicated to the successful bidder by fax, speed post etc. for formal acceptance of tender.

5.9 **Execution of agreement:**

The successful tenderer shall be required to execute an agreement for executing the works according to the conditions oftener/contract, accepted rates, specifications, schedule of prices and time-schedules. Such an agreement shall be executed with the Governor acting through the Ministry of Tourism

5.10 In case of any doubt/clarification regarding the provisions of this tender and/or scope and details which has a bearing on the offer to be made by the tenderer, the tenderer is requested to contact……………………..Ministry of Tourism after fixing mutually convenient date and time before the due date for submission of the offer.
5.11 **FORCEMAJEURECLAUSE**

If at any time, during the contingencies of the Tender, the performance in whole or in part by either party of the obligation under the Tender is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, accidents, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lockouts, or acts of God or such eventualities which are beyond the control of the party, here in after referred to as events and provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof neither party shall by reason of such event, been entitled to terminate the Contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the Contract shall be resumed as soon as practicable after such events come to an endorsed to exist.

5.12 **ARBITRATIONCLAUSE**

General Conditions of Contract regarding Arbitration clause will be applicable.

5.13 None of the arbitrators to be appointed would have any official dealing with the contract.

5.14 No conditions, other than these conditions as current on the date of the tender, subject to modifications or supplementary instructions and also any special terms and conditions of the contract, shall govern this contract or matters arising out of this contract. A verbal or written arrangement varying, supplement in grab and oning this contract or any other terms thereof, shall be deemed conditional and shall not be binding on the parties unless such variation or additions be endorsed on this contract or be embodied on the supplementary instructions by a person duly authorized for this purpose.

5.15. The powers conferred upon the Governor and all directions, discretion, and approval to be given by him may, unless otherwise expressly provided by these conditions, be exercised and given by the Chief Manager, Department of Tourism for the time being or any other officer deputed by the said department.

5.16. The contractor shall furnish the name, designation and addresses and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor or if delivered to the contractor or his authorized agent or left at or sent by Registered Post to the address so given and shall be deemed to have been so given in the case of posting on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm/company/consortium shall be forth with notified by the contractor to the Ministry. Any notice to be served by the Contractor on the Governor under this tender shall be deemed to be sufficiently served, if sent by Registered Post addressed to ............
5.17 **Laws governing the contract:**
The contract shall be governed by laws for the time being in force in the Republic of India.

5.18 **Income Tax and other taxes:**
The contractor and all personnel employed by him shall pay such taxes like income tax as payable under statutory laws of India and the Ministry of tourism WILL NOT ACCEPT any liability for the same.

5.19 **Communication to be in writing:**
All notices, communications, reference and complaints made by the Ministry or the Ministry representative or the contractor inter-se concerning the training shall be in writing and no notices, communications, reference or complaints not in writing shall be recognized.

5.20 **Termination Clause:**
The Ministry may terminate this agreement at anytime by giving the contractor thirty (30) days notice in writing of its intention to do so. In the event of such termination, the contractor shall be compensated for the actual amount of work performed to the specifications on a prorated basis.

6. **SPECIAL CONDITIONS OF CONTRACT**

6.1 **(a)** The required basic infrastructure, i.e., classroom, tables, chairs, screens, projectors, writing board etc will be provided by the Ministry of Tourism.
Other items like video projector, software packages etc. will have to be provided by the contractor.

**(b)** The contractor shall bear the entire cost of training only. The Ministry will reimburse costs associated with accommodation, transportation etc.

6.2. **(a)** Faculty must have requisite technical experience and certification relevant to the training program teaching experience as specified.
(b) The Contractor shall Attach the brief on educational qualifications of the likely faculty who will be deployed for rendering services under that contract so that proper appreciation can be made as to the qualifications and experience of the experts who are going to be deployed.

6.3 To cater to any eventuality, a standby faculty is required to be nominated by the Contractor. The trainers or any other employee engaged by the contractor shall not have any right or claim, whatsoever, for appointment by virtue of being engaged for execution of the contract.

6.4 The contract for providing the above services will be for a period of three years with a provision of extension by another two more years based on project’s satisfactory performance.

6.8 Payment Terms:

i) The bills shall be made on monthly basis on the basis of certification of satisfactory completion of the training by the authorized representative of The Department of Tourism………………………………………………or any other authority specifically assigned for the purpose.

ii) The monthly bills will be raised for the number of trainees actually attending the training for the full period with the attendance proof of participants and duly verified by the Zonal Training Officer assigned by the Department of Tourism.

(iii) Payment for all items will be made in Indian currency i.e. Rupees and no foreign exchange will be released.

(v) No price variation on any account is acceptable

(vi) No advance/extra payment other than stated above shall be payable against the work.

6.9 Other conditions.

6.9.1 Independent Contractor

6.9.1.1 No thing contained in this Contract shall be construed as establishing or creating with the contractor the relationship of master and servant or principal and agent, it being understood that the contractor is any independent contractor.

6.9.2 Contractor’s General Responsibilities

6.9.2.2 The contractor shall carry out all services under this contract with due diligence and efficiency and in conformity with generally accepted sound professional, administrative and financial practices in trade.
6.9.2.3 The contractor shall be responsible for the professional and technical services provided by him in the implementation of this Contract.
6.9.2.4 The contractor shall respect local customs and conform to a high Standard of moral and ethical conduct.

6.9.3: Workmen’s Compensation and other insurance.
6.9.3.1 The contractor shall make his/her own arrangements regarding insurance for medical expenses and for accident, death and permanent disability and insurance coverage of the trainers for the period of this Contract. All costs involved in taking the insurance will be borne by the contractor.
6.9.3.2 The contractor shall take out and maintain all applicable insurance compensation and liability with respect to services performed by him/her under this contract.

6.9.4: Source of Instruction
6.9.4.1 The contractor shall neither seek nor accept instructions from any authority external to the Ministry of Tourism in connection with the performance of services by him/her under this contract.

6.9.5: Prohibition of Conflicting Activities.
6.9.5.1 The contractor shall ensure that the/she will not engage directly or indirectly in any activity that would conflict with those of the Ministry of Tourism

6.9.6: Officials not to benefit.
6.9.6.1 The contractor warrants that no Government official and official of the Ministry of Tourism has been or will be admitted by him to any direct or indirect benefit arising from this contractor the award thereof.

6.9.7: Assignment
6.9.7.1 The contractor shall not, except after obtaining the prior written approval of the Ministry assign, transfer, pledge or make other dispositions of this Contractor any parts thereof or rights, claims or obligations under this Contract.

6.9.8: Records, Accounts, Information and Audit.
6.9.8.1 The contractor shall maintain accurate and systematic records and accounts in respect of the services to be performed under this Contract.
6.9.8.2 The contractor shall furnish, compile or make available at all times to any records or information, oral or written, which the Ministry of Tourism may reasonably request in respect of the services to be performed under this contract.

6.9.8.3: Copyright, Patents and Other Proprietary Rights.
6.9.8.4 All copyrights, patents and other intellectual property rights in all countries and all proprietary rights in the manuscripts, records, reports and other materials, except for the existing materials, publically or privately owned, collected or prepared in the course of the execution of this contract, shall become the property of Ministry of Tourism
6.9.8.5: Amendments.
6.9.8.6 The terms and conditions of this contract may be amended only in writings signed by the parties to this contract or their duly authorized representatives.

7. **SCOPE AND DETAIL OF WORK**

The purpose of the “Project” is to design training modules on customer care aiming at improving the inter-personal skills of frontline staff mentioned in paragraph 2.1.2.

7.1. Each training program would be for a period of 45 working days minimum including a) white water rafting guide training, b) first aid training, c) swift water rescue training.

7.2. The staff would be trained at Zones assigned.

7.3. The medium of instruction at the zones will be in Hindi and English.

7.4. The contract for providing the above services will be for a period of three years, with a provision of extension by another two more years, based on the projects’ satisfactory performance.

7.5. The course content for the training module will consist of generic as well as customized equipments or training aids, which will take into consideration the different functions and responsibilities of each category of role.

7.6. The new course content will be developed after a period of research and field study, and will build upon the course content of previous training modules for the same roles, which were developed for the Ministry of Tourism to aid the development of the content for the new training modules. Ministry can provide the successful bidder access to the earlier course content.

7.7. **Key Steps of the Project:**
The Project should be implemented on the basis of the steps outlined below:

7.7.1. The Contractor will design and develop the course material after study of the critical parameters that affect the performance of the staff deployed by the Ministry of tourism such as the following:

- White River Raft duties assigned to different categories of Guides
- Individual skills and competencies
- Work environment
- Knowledge of the functions and processes of the sport
- Expectations of the Guide/end users and tourists
7.7.2 The Contractor will design the learning plan to develop the required skills and attitude.

7.7.3 The training module would be designed in such a way as to cover the real-life professional situations encountered by the various roles employing an interactive training methodology fit for adult learning.

7.7.4 The Contractor would conduct training programs based on the training calendar released by the Ministry of Tourism from time to time.

7.7.5 The size of the class would ordinarily be kept at batches of 20 each. With an instructor student ratio of no more than 1:7.

7.7.6 The Contractor shall maintain the record of trainings conducted by them and the same can be called for by the Ministry of Tourism any time during the currency of the contract.
8. A Format for Technical Bid

The form below should be filled by bidder along with all supporting documents as stipulated in the relevant rows.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Technical Criteria</th>
<th>Details</th>
<th>Page No.</th>
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<tbody>
<tr>
<td>1</td>
<td>Name of the Bidder</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Contact person of the bidder designated For this bid. Telephone No. Fax No. e-mail ID</td>
<td></td>
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<tr>
<td>3</td>
<td>Details of Earnest money for the amount of Rs. 1,000/- DDNo.&amp; date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Specify the legal status of the bidder:- Company/Partnership/Consortium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>In case of consortium/company please enclose Memorandum &amp; articles of association along with certificates of incorporation, and date of commencement of Business.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>In case of Firm, registered under partnership act, 1932. Please enclose the details of partners along with certificate of Registration, details of their business &amp; partnership deed etc duly attested by notary.</td>
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<tr>
<td>7</td>
<td>PAN No of the bidder. Please attach attested photocopy of the PAN card issued by Income Tax Department</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Service Tax/VAT No of the bidder. Please attach attested copy of relevant documents</td>
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</tr>
</tbody>
</table>
1. Please Attach turn over statements duly certified by Chartered Accountant for turn over of training imparted in the last three years

10. Company profile
   Please furnish details of company’s contribution in soft skill development, Methodology.

11. Experience.
   Please furnish details of similar large scale projects undertaken in past 5 years & results produced thereof

12. Manpower
   Please furnish details of qualification & experience of the proposed faculty for training

Note:-
1. The details as required in Annexure A must be submitted with supporting documents as mentioned above.

I/We do hereby declare that the entries made in the above Annexure A are true to the best of my/our knowledge & that we shall be bound by the acts of my/our duly constituted attorney. I/We further runderst and that in case of any information submitted by me/us being found To be incorrect either before or even award of the contract, Ministry of Tourism will have the right to summarily reject the bid, cancel the contract or revoke the same at any time without assigning any reason whatsoever.

Signature of the Bidder
Date:-
Name:-
Address:-

SEAL:-
### 8.B Format for Financial Bid

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Item</th>
<th>Price (In INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Bidder</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Training charges per trainee for 45 Day program including:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) White Water Rafting Guide Training</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) First Aid Training</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Swift Water Rescue Training</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Also including certification charges and supply of written training</td>
<td></td>
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<tr>
<td></td>
<td>material to each trainee.</td>
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</tr>
</tbody>
</table>

**Note:**
1. Bids with alterations/cutting/non-compliance off major conditions or incomplete in any respect shall be liable to be rejected.

**Signature of the Bidder**

**Date:**

**Name:**

**Address:**

**SEAL:**