

Goa Tourism Development Corporation, GOA.

A Government of Goa Undertaking

Paryatan Bhavan, 3rd Floor, Patto, Panaji-Goa, India 403001

Phone: 0832-2437132 / 2437728/ 0832-2438515 / 2438866

No. GTDC/MKTG/2018/300

Date: 20/04/2018

NOTICE INVITING PROPOSAL (NIP)

PACKAGE TOUR FROM GOA TO RELIGIOUS PILGRIMAGE PLACES

Summary/salient features of the proposal for appointment of consolidator for operating regular conducted tours from Goa to various pilgrimage places(**Tirupathi, Vailankanni, Shirdi, Pandarapur, Ujjain etc.**).

| | | |
|---|--|---|
| 1 | Title of online proposal | Proposal for appointment as consolidator for operating regular conducted tours from Goa to various pilgrimage |
| 2 | Product category | Tour Operator as Consolidator |
| 3 | Announcement date | 21/04/2018 |
| | Last Date & Time of submission of Application Form | 7/05/2018 3.30PM |
| 4 | Tour operator selection date | Will be informed later |
| 5 | Prequalification | Relevant experience as per NIP |

Sd/-
MANAGING DIRECTOR

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NOTICE INVITING PROPOSAL

Request for proposal for appointment as consolidator for operating regular conducted tours from Goa to various pilgrimage places (Tirupathi, Vailankanni, Shirdi, Pandharpur, Ujjain etc). Proposals are invited by Goa Tourism Development Corporation (GTDC) from reputed tour operators/ travel agents to act as consolidator for operating regular conducted tours from Goa as per details outlined in Annexure– I.

The prescribed services should strictly comply with our requirement given in the proposal document. Incomplete/conditional proposal will be rejected. The proposal submitted must be complete in all respects before the last date. The management reserves the right to accept/reject the proposal without assigning any reason thereof.

The date and time schedule for applying the proposal is as follows:

| | |
|--|-----------------------------|
| Proposal announcement date. | 21/04/2018 |
| Last date and time of submission of Proposal application Form. | 07/5/2018 before 15.30 hrs. |

The tour operator should carefully read the clauses hereunder before submitting the proposal. Clarifications, if any, may be sought prior to submission by contacting pro@goa-tourism.com. No request for clarification will be entertained once the proposal is submitted.

1. The tour operator should have office in Goa and must be financially sound having tour operation experience of minimum three years as travel agent/ tour operator and having valid certificates from tourism dept, Govt of Goa as on 31.3.2018.
2. The minimum financial turnover of the tour operator should be Rs. fifty lakhs per year for year 2015-16, 2016-17 and 2017-18. Certificate from the chartered accountant regarding financial statement for previous three years of the applicant should be attached.
3. The tour operator should be consolidator for ITDC/possessing valid IATA membership.
4. EMD (refundable) of Rs. 50,000/- has to be deposited in the form of demand draft drawn in favour of GTDC, payable at Panaji, Goa. No interest will be payable on EMD. The earnest money is refundable to the unsuccessful applicant after finalization of the selection process. Proposals without earnest money shall be summarily rejected.
5. Tour operators must be extremely careful in making their proposal and will be liable and responsible for the proposals submitted by them, including any errors made by them, if any, and no complaints/representation in this regard will be entertained by GTDC. It must be clearly understood that GTDC management reserves the right to reject any tender without assigning any reason whatsoever. The tour operator shall be bound by the terms and conditions of the proposal/contract and shall not raise any objection on the same once the proposal award is executed.
6. The individual/firm and its partner/company including its directors applying for the contract should not have any type of criminal records. Persons/companies against whom any type of criminal proceedings are pending before any court in India or abroad should not apply.

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7. The consolidator shall not be allowed to transfer, assign, pledge or sub-contract the work awarded to them in full or part and its rights and liabilities under the contract to any other agency without the prior written consent of GTDC.
8. The selected agency shall offer minimum commission of 10% on the basic cost of the package / tour to GTDC or annual minimum guaranteed amount **whichever is more**. GTDC may develop special software for the same to monitor the revenue due to it. Agency shall send daily statement of tour expenses to GTDC along with commission earned to GTDC Accounts section over email. All commission due to GTDC shall be settled on or before 10th of every succeeding month. Preference to be given to Goan tourists/ pilgrims and pilgrims from other states may be considered if there are insufficient bookings from Goan tourists/ pilgrims.

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Annexure – I

Section A

Selection process & award of work:

- A. GTDC does not bind itself to accept highest or any other proposal form and has the right to cancel the award process and reject all proposals at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected tour operator on the grounds for/of GTDC action.
- B. On the basis of information furnished by the tour operators in technical conditions along with supporting documents wherever necessary, the proposals will be evaluated by GTDC against the prescribed eligibility criteria. The technical conditions will be analysed and evaluated on specific experience of the tour operators, financial capability of the tour operator and prior credentials of the tour operators etc., as per the criteria prescribed in the NIP. It will be based upon an examination of the documentary evidence duly attested by Gazetted Officer/Notary Public submitted by the respondents as a part of the proposal as well as such other information as GTDC deems necessary and appropriate. It is made clear that the proposal of tour operator, who do not qualify the technical evaluation, will not be taken up further for consideration. The financial bids of qualified tour operators will be opened and the tour operator/ agency which offers highest guaranteed price to GTDC shall be selected. Hard copies of financial bids to be placed in main envelope and sealed properly. GTDC may invite tenders if the annual minimum guaranteed amount exceeds Rupees five lakhs.
- C. The letter of intent will be issued which shall constitute the intention of GTDC to place the order for appointment as consolidator with the successful tour operator.
- D. All future corrigendum's, addendums, amendments, extensions of proposal submission date with regard to this proposal/contract/agreement if any, shall be published on our website and press advertisement. All the tour operators are requested to look at the said advertisement for this purpose regularly.

Section B

General terms & conditions for appointment

It is understood that following shall be adhered to by the tour operator / consolidator upon signing the consolidator agreement documents and on submission of the proposal:

1. The completed proposal should be submitted on or before 7th May, 2018 by 3:30 PM in sealed cover hard copies.
2. The consolidator will provide crew for running the coaches and meet all operational expenses such as POL, cost of repair & maintenance of the coaches, suitable parking space etc.,
3. The consolidator will meet all the taxes such as Road Tax, Permit fee, Taxes on State Borders, Wayside expenditure, Tolls if any and other such expenditure levied by the respective government/law enforcement authorities from time to time. All taxes for all vehicles are to be paid by the consolidator.

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4. GTDC Coaches may also be used for these trips at mutually agreed rates. Driver etc will be provided by GTDC.
5. The coaches will carry all necessary documents such as Registration Certificate, Permit, Comprehensive Insurance, Taxes, etc.
6. The coaches will be furnished with proper upholstery befitting GTDC standard and shall maintain the same in clean and hygienic conditions.
7. The consolidator will provide timely replacement of coaches in case of breakdown/accident etc.,
8. The drivers of the coaches will be neatly and properly dressed in prescribed uniform while on duty and shall be in possession of valid driving license.
9. During contract period, if the coach is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reason that will be consolidator's risk and cost and GTDC will have no liability whatsoever.
10. The coaches provided shall have comprehensive insurance cover and GTDC shall not be liable for any damages whatsoever to the passengers travelling in the coaches and/or driver, public property and/or any third person due to any accident arising out of and in the course of the duty.
11. The liability under relevant sections of Motor Vehicle Act and IPC causing death or permanent liability shall remain with the consolidator. The GTDC has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law. Logo of GTDC may be used on tour vehicles or marketing material.
12. The consolidator shall assign the job of driving of vehicle only to qualified experienced licensed driver and also assume full responsibility for the safety and security of passengers by ensuring safe driving. GTDC shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 279 of the IPC.
13. The coaches will be operated under the banner of GTDC.
14. The design for display boards will be given by GTDC and the same to be used by consolidator.
15. The required brochures for tour programs will be printed by the consolidator. Any other kind of publicity material/tickets/website with GTDC should not be printed and/or used by the consolidator under any circumstances for his own tours/services.
16. Any complaints from the customers are to be addressed both by the GTDC and consolidator and any claims from the customers are to be made good by the consolidator. For any consumer court complaints and proceedings the consolidator will be primarily responsible.
17. The consolidator should not collect any other charges from the customers apart from the tour price.
18. Any other services apart from the specified services provided by the consolidator will not make GTDC liable.
19. Either party can terminate the agreement with three month's notice.
20. In the event of any change in constitution of the tour operator, a minimum of three month's notice has to be given to GTDC to make necessary alternate arrangements.
21. That in case of JV/Partnership, all directors/partners shall be liable jointly and severally responsible for execution and operation of the tour in accordance with the contract terms.

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22. **One proposal per tour operator:** each tour operator shall submit only one proposal, either individually, or as a partner in a partnership firm or a partner/director in a joint venture or a public limited firm for the operation of the tour as outlined in the NIP. A tour operator who submits more than one proposal will be disqualified.
23. **Corrupt or fraudulent practices:** GTDC requires that tour operator/consolidator observes the highest standard of ethics during the execution of the contract. In pursuance of the policy, GTDC will reject a proposal for award if it determines that the respondent recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
24. **Force Majeure clause:** any delay or failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance caused by occurrences such as acts of god or the public enemy, expropriation or confiscation of facilities by government authority, compliance with any order or request of any governmental authorities, acts of war, rebellion, sabotage, fire, floods, explosions, riots or illegal strikes, provided always that such occurrences result in impossibility of performances of the contract. Only events of Force Majeure which impedes the execution of the contract at the time of its occurrence shall be taken in to cognizance.
25. The tour operator should declare in the proposal to the effect that none of his/her such relative is working in GTDC
26. Absolute loyalty/secretcy of information on GTDC is expected from the tour operator/consolidator and persons so engaged by him for the services requisitioned by GTDC. If any sort of breach of loyalty/misconduct with the staff or officers or customers or clients directly or indirectly related to GTDC is noticed, the tour operator/consolidator will be legally bound to withdraw that person/persons immediately on a written request from the competent authority of GTDC failing which the contract will be liable for termination without any further notice.
27. GTDC reserves the right to reject any or all the proposals without assigning any reason whatsoever.
28. **No Right to Recourse:** any decision made by GTDC in relation to the selection from the proposal of the tour operators will be final. GTDC is not liable for any costs or expenses incurred by tour operators in preparing and lodging the proposal and presentation, if any, thereafter irrespective of whether the proposal is successful in proceeding to the next stage in the process or not.
29. **Authorised signatory:** authorised signatory who is signing the proposal to be certified in the tour operator's company letter head.
30. **Definition:** company, GTDC unit means GTDC. Firm, Tour operator/consolidator means tour operator who is participating in this proposal/contract.
31. If required, tour operators would be called for producing original certificates for verification.
32. Any difference or dispute arising out of or relating to this agreement will be referred to the MD, GTDC for appointment of an arbitrator as per amended act. The arbitration proceedings will be regulated in accordance with the provisions of the Arbitration Conciliation Act 1996 as amended from time to time save as above jurisdiction of all legal proceedings will be Goa only.

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33. All disputes arising out of the agreement entered in to between GTDC and consolidator are subject to the jurisdiction of the Goa courts.
34. In case above terms and conditions are acceptable, one copy of the same may be signed and sealed as agreed and may please be submitted along with the proposal.

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Section C – Technical Condition(please enclose supporting self certified or notarized documents)

The proposal should include following technical information:

1. Name of the agency.
2. Nature of ownership(whether Ltd. Co., Partnership or Proprietorship).
3. Name and designation of contact person with Tel No. /Mobile No., E mail.
4. Nominated representative for this proposal response.
5. Address.
6. Established on.
7. Service Tax Registration No.(with a self attested copy).
8. PAN (with a self attested copy).
9. Certificate from the chartered accountant regarding financial statement for previous three years of the applicant as per Annexure-II is to be attached.
10. Consolidator for ITDC/possessing IATA membership – supporting documents.
11. Any other information that separates you from competition.

Section D – Package Tour Detail

The proposal should include following details for each of the destination you intend to provide service to:

1. Name of the destination.
2. Type of vehicle.
3. Duration of the tour.
4. Facilities provided to the customers.
5. Royalty/commission payable to GTDC.

Sd/-
Managing Director