



Goa Tourism Development Corporation Ltd. (GTDC)

**Document for Empanelment of Experiential Tours and Treks
Operators with Goa Tourism**

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DISCLAIMER

1. The information contained in this document (the “EMPANELMENT DOCUMENT”) or subsequently provided to the Applicant(s), whether verbally or in documentary or any other form by or on behalf of Goa Tourism Development Corporation Limited (“the Authority”) or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this EMPANELMENT DOCUMENT and such other terms and conditions subject to which such information is provided.
2. This EMPANELMENT DOCUMENT is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this EMPANELMENT DOCUMENT is to provide interested parties with information that may be useful to them in submitting their application pursuant to this EMPANELMENT DOCUMENT. This EMPANELMENT DOCUMENT includes statements which reflect various assumptions and assessments arrived at by the Authority in relation to the Empanelment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This EMPANELMENT DOCUMENT may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EMPANELMENT DOCUMENT. The assumptions, assessments, statements, and information contained in this EMPANELMENT DOCUMENT 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, statements, and information contained in this EMPANELMENT DOCUMENT and obtain independent advice from appropriate sources.
3. Information provided in this EMPANELMENT DOCUMENT to the Applicant(s) is 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 law expressed herein.
4. The Authority, its employees and 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 EMPANELMENT DOCUMENT or otherwise, including the accuracy, adequacy, correctness, sufficiency, completeness or reliability of this EMPANELMENT DOCUMENT and any assessment, assumption, statement or information contained therein or deemed to form part of this EMPANELMENT DOCUMENT or arising in any way for participation in this Empanelment process.
5. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this EMPANELMENT DOCUMENT.
6. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EMPANELMENT DOCUMENT.
7. The issue of this EMPANELMENT DOCUMENT does not imply in any way, that the Authority is bound to select Applicant or to appoint the Empanelled Agency, as the case may be, for the Empanelment and the Authority reserves the right to reject all or any of the Applicants or Applications without assigning any reason whatsoever.
8. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same

or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Empanelment process.

9. In particular, the Authority shall not be responsible / liable for any latent or evident defect of the site or any other related aspects at the time of application, as applicable to the tender. Any character or requirement of the site, which may be deemed to be necessary by the Applicant should be independently established and verified by the Applicant.

INVITATION FOR REQUEST FOR PROPOSAL EMPANELMENT OF EXPERIENTIAL TOURS AND TREKS OPERATORS WITH GOA TOURISM

1. The Managing Director, GTDC, 3rd Floor, Paryatan Bhavan, Patto Plaza, Panaji, Goa – 403 001 for and on behalf of the Authority, hereby invites applications for “**Empanelment of Experiential Tours and Treks Operators with Goa Tourism**”. The brief details are as follows:

Empanelment	Empanelment of Experiential Tours and Treks Operators with Goa Tourism
Empanelment Fees	INR 10,000/- (Rupees Ten Thousand Only) per Annum To be paid through Bank Cheque / online through e-payment mode

2. The Applicants are expected to examine all instructions, forms, terms, and specifications in this Document. Failure to furnish all information or documentation required as specified in the Document may result in the rejection of the application.
3. The applications in prescribed format should be submitted in the form of hard copy at Goa Tourism Development Corporation Ltd., 3rd Floor, Paryatan Bhavan, Patto Plaza, Panaji, Goa – 403 001 on or before the Application Due Date (“ADD”).
4. For further details contact:

The Managing Director,
Goa Tourism Development Corporation Limited,
3rd Floor, Paryatan Bhavan,
Patto, Panaji – Goa 403 001

1. PROJECT BACKGROUND

Goa, whose primary industry is tourism, is famous for its beautiful beaches, locales and golden shores. Goa is the right place for tourists to experience diverse tourist attractions as the state possesses tourist attractions such as beaches, adventure tourism activities, religious places, spice plantations, Forts, wildlife and bird sanctuaries, UNESCO World Heritage Sites, etc.

The Tourists that visit the state of Goa prefer a “customized” and “unique” experience that covers various innovative and off-beat experiences such as nature trails, architecture tours, heritage trails, village walks, spiritual trails, nature / bird watching, camping, bike tours, food and culinary tours, brewery tours, etc.

In view of the above, the Authority intends to partner with agencies (the “Empanelled Agencies”) having experience in conducting nature trails, architecture tours, heritage trails, village walks, spiritual trails, nature / bird watching, camping, bike tours, food and culinary tours, brewery tours, etc. The Authority shall allow the empanelled agencies to use its brand name to boost its services and increase the visibility of experiential tours in Goa and expects the agencies provide standardised and quality services to all tourists.

2. SCOPE OF WORK AND QUALITY OF SERVICES

1. The Empaneled Agencies shall conceptualize tours and trails in Goa such as nature trails, architecture tours, heritage trails, village walks, spiritual trails, nature / bird watching, camping, bike tours, food and culinary tours, brewery tours, etc. which brings out unexplored tourism services and various points of interest in Goa.
2. The Empaneled Agencies shall ensure that these tours are informative and interactive - by showing the best as well as the lesser-known aspects of Goa to the tourists.
3. The Empaneled Agencies shall curate and manage these Experiential tours, which will be on ongoing basis apart from any on-demand requests by the tourists and the Authority.
 - a. The Empaneled Agencies shall promote local culture in a respectful manner and display sensitiveness to local communities while conducting the Experiential tours.
 - b. The Empaneled Agencies shall adhere to the guidelines and good practices mentioned under the latest version of "Indian Adventure Tourism Guidelines" issued by Ministry of Tourism, Government of India, or any other guidelines issued by Government of Goa, as applicable.
 - c. The Empaneled Agencies shall be responsible for the garbage management of the Experiential tours and adhere to the 'leave no trace' policy in accordance with the Global Sustainable Tourism Criteria.
 - d. The Empaneled Agencies shall issue receipts to customers on successful payment of booking charges for the Experiential tours.
4. The Empaneled Agencies shall employ adequate personnel to Plan, curate and manage Experiential Tours in Goa.
 - a. The Experiential tours shall be led by a tour guide, who is a well versed with the various aspects of the tour such as location, history, etc.
 - b. The tour guide shall have knowledge of first aid and carry a well-equipped First Aid kit, in case of emergencies.
5. The Empaneled Agencies shall market and promote the Experiential tours through various channels for popularizing these tours among tourists, agents and channel partners in both domestic and international markets.
6. The Empaneled Agencies shall record and maintain the feedback of the experience from their customers.
7. The Empaneled Agencies can sell tickets or products through the ticketing system of the Authority. The Empaneled Agencies shall pay 5% of the price of tickets or product sold through the website, to the Authority.
8. The Authority shall ensure free listing of the Empaneled Agencies for marketing and publicity of the Experiential tours. For this purpose, the Empaneled Agencies shall submit the itineraries prepared for the Experiential tours to the Authority along with promotional material such as photos, videos, brochures, etc.
9. The Empaneled Agencies shall engage or formally associate or enter into MOU with Subject Matter Experts in the fields of Heritage / Archaeologist / Environmental sciences / natural history / historian / conservationist / licensed Guide / bird expert / wildlife / trek expert, or any such relevant tourism domain who is well-versed with the Goan landscape in order to assist in design, curate and management of Tours.

10. The Empaneled Agencies shall obtain necessary NOCs / licenses / approvals / permissions from relevant statutory authorities for undertaking the Experiential tours.
11. The Empaneled Agencies shall nominate a single point of contact for any communication with the Authority.
12. The Empaneled Agencies shall maintain adequate insurance as required to indemnify the customers in case any accidents or losses.
13. The Empaneled Agencies should provide all the necessary medical assistance to the tourists upon request or demand.
14. The Empaneled Agencies shall ensure standard operating procedures across all tours as required such as standardized ticket prices, availability of public conveniences, etc.
15. The Empaneled Agencies shall ensure the safety and security of the customers while undertaking the Experiential tours and indemnify the Authority from any and all claims, etc. or liability of any untoward incident taking place during the period of Empanelment.
16. The Empaneled Agencies shall refrain, at all times, from any activity that promotes gratuitous display of violence, obscene or vulgar language, vulgar dance performances, gambling, all activities involving child labor, usage of narcotic drugs or psychopathic substances, and abusive content or content which endorses or threatens or promotes any type of hate-mongering (i.e., racial, political, ethnic, religious, gender-based, sexuality-based or personal, etc.), illegal, false or deceptive investment advice and money-making opportunities and political campaigns. The Authority shall take serious action against the Empaneled Agencies for promoting any such content, which may also lead to de-empanelment of the Agencies.
17. Each empaneled agency is required to allot 100 free slots or products to the Authority per year. Any unutilized free slots or products provided to the Authority will be lapsed after completion of an Accounting Year. These free slots or products would be allotted to the Authority subject to an advance notice period of 10 Working Days from the Authority to the Empaneled Agency.

3. SUPPORT PROVIDED BY THE AUTHORITY

1. The Authority shall promote the Experiential tours through its website, outlets, social media platforms, various channels, forums, establishments, outlets and related entities. This includes but is not limited to publicity for the service in its advertisements, website, printed material at travel marts and exhibitions attended by the Authority. The Authority shall ensure free listing of the Empaneled Agencies for marketing and publicity of the Experiential tours.
2. The recognition as an approved operator shall be granted by Goa Tourism. The Empaneled Agencies shall be entitled to incentives and concessions as may be granted by the Authority from time to time and shall abide by the terms and conditions of recognition as prescribed from time to time by the Authority.
3. The Empaneled Agencies shall prominently display Goa Tourism brand in the office and other promotional content.

The Authority shall monitor the operations of the Empaneled Agencies and shall conduct inspections to ensure that the empaneled agency adheres to the standard and quality required (Quality of Services). In case, the Authority finds that the empaneled agencies does not follow the required standards / quality or conduct such actions which may lead to defamation of Goa Tourism brand or receive repeated complaints from customers including the feedback from online tour / travel platforms, the Authority may at its discretion de-empanel such agencies.

4. PERIOD OF EMPANELMENT

- 4.1. The proposed duration of the empanelment is for a period of 3 (Three) years from the date of issuance of LOE ("First Term"). The said duration for the empanelment may be extended for a further period of 3 (Three) years ("Second Term"), depending on performance of the Empanelled Agencies at the discretion of the Authority depending on satisfactory performance of the Empanelled Agencies to the satisfaction of the Authority.

5. MINIMUM ELIGIBILITY EXPERIENCE

5.1. The Applicant who fulfils the following minimum eligibility experience (“Eligible Applicant”) shall be considered by the Authority for technical evaluation of their applications.

5.2. No consortiums are allowed.

a) The Applicant should be a recognised legal entity:

Minimum Eligibility	Mandatory documents to be submitted by the Applicant (in support of their minimum eligibility)
<ul style="list-style-type: none"> Independent private legal entity incorporated / registered in India such as proprietary concern, partnership firm, Limited Liability Partnership (LLP), private limited company registered under Companies Act 1956 or 2013, public limited company registered under Companies Act 1956 or 2013, government-owned entities. 	<ul style="list-style-type: none"> Certificate of Incorporation; and GST Registration certificate issued by GSTN authorities; and PAN Card. Board Resolution (only in the case of Company) allowing the Company to participate in the tender and nominating an authorized signatory. The Board Resolution is not mandatory in case of Proprietary Concerns. Equivalent document to be submitted by any other form of legal entity.

b) The Applicant should have prior relevant technical experience:

Minimum Eligibility	Mandatory documents to be submitted by the Applicant (in support of their minimum eligibility)
<ul style="list-style-type: none"> The entity should have experience of conducting nature trails / architecture tours / heritage trails / village walks / spiritual trails / nature or bird watching / camping / bike tours / food and culinary tours / brewery tours for a minimum period of 3 (Three) years anywhere in the country prior to the Application Due Date. 	<ul style="list-style-type: none"> The details of all eligible projects should be provided as per the formats provided in Appendix B1, B2 and B3. All experience certificates must be certified by Chartered Accountant.

c) The Applicant should have a minimum financial strength:

Minimum Eligibility	Mandatory documents to be submitted by the Applicant (in support of their minimum eligibility)
<ul style="list-style-type: none"> Average annual turnover in any 3 (three) financial years of the last 5 (five) financial years namely, 2019-2020, 2020-21, 2021-22, 2022-23 and 2023-24 should be 	<ul style="list-style-type: none"> Average annual turnover of the Applicant should be provided as per the format provided in Appendix B4 and certified by a Chartered Accountant (CA).

<p>at least INR 10,00,000/- (Rupees Ten lakh only).</p>	<ul style="list-style-type: none"> • CA certificate certifying the average annual turnover of the Applicant in any 3 years of the last 5 financial years namely 2017-18, 2018-19, 2019-2020, 2020-21, 2021-22.
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d) The Applicant should not have any pending litigations, conflict of interest or blacklisting as on Application Due Date:

<p>Minimum Eligibility</p>	<p>Mandatory documents to be submitted by the Applicant (in support of their minimum eligibility)</p>
<p>The Applicant:</p> <ol style="list-style-type: none"> 1) Should not be involved in any major litigation such as fraud and FEMA violations. 2) Should not be involved in any conflict-of-interest situation. 3) Should not have been blacklisted by any Central Government / State Government / PSU in India. 4) Should not have any active disputes with Department of Tourism (Government of Goa) or Goa Tourism Development Corporation Limited. 5) Should not have been disqualified in any tenders of Dept. of Tourism, Govt of Goa or Goa Tourism Development Corporation Limited in the past due to material misrepresentation or fraudulent submission of any documents. 	<ul style="list-style-type: none"> • Certificate from the authorized signatory of the Applicant as per the format Appendix B1.

6. TECHNICAL EVALUATION

6.1. The technical qualification experience of all the Eligible Applicants will be evaluated and marks will be assigned (“Technical Evaluation Score”) based on the following parameters.

(A detailed power point presentation will have to be made by the Applicant before the Authority based on which marks will be awarded)

Sl. No.	Parameter	Maximum Marks
1	<p>Approach and Methodology of the Applicant (evaluated through presentation by the Applicant):</p> <ul style="list-style-type: none"> • Conceptualizing, Curating and Managing of Niche / Experience Trails / tours for tourists (5 marks) • Proposed Routes / Sites for Trails / Tours (5 marks) • Proposed Technology usage (Portals & ticketing systems) (5 marks) • Local and in-destination experts (5 marks) • Operational plan to handle multiple groups at a time and manage logistics of tourists (5 marks) • Proposed Marketing / promotion Strategies (5 marks) 	30
2	<p>The entity should have experience of conducting nature trails / architecture tours / heritage trails / village walks / spiritual trails / nature or bird watching / camping / bike tours / food and culinary tours / brewery tours for a minimum period of 3 (Three) years anywhere in the country prior to the Application Due Date.</p> <ul style="list-style-type: none"> • 5 marks up to 3 (three) years of experience • 5 marks for every 1 (one) year of experience beyond 3 (Three) years. 	30
3	<p>Subject Matter Experts in the fields of Heritage / Archaeologist / Environmental sciences / natural history / historian / conservationist / licensed Guide / bird expert / wildlife / trek expert, or any such relevant Tourism domain who is well-versed with the Goan landscape (Support letters required)</p> <p><i>The Applicants shall submit CVs of Subject Matter Experts who have at least 4 years of experience in the fields of Heritage / Archaeology / Environmental sciences / Natural History / Conservation / Tourist Guide / Ornithology / Wildlife / Mountaineering, etc. for evaluation purpose as per the format provided in this EMPANELMENT DOCUMENT document.</i></p> <ul style="list-style-type: none"> • 5 marks shall be awarded per CV 	20

Sl. No.	Parameter	Maximum Marks								
4	Average annual turnover of any 3 (three) of the 5 (five) financial years i.e. 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24.	20								
	<table border="1"> <thead> <tr> <th>Average Turnover</th> <th>Marks Assigned</th> </tr> </thead> <tbody> <tr> <td>>INR 10 Lakhs to INR 20 Lakhs</td> <td>10</td> </tr> <tr> <td>>INR 20 Lakhs to INR 30 Lakhs</td> <td>15</td> </tr> <tr> <td>>INR 30 Lakh and above</td> <td>20</td> </tr> </tbody> </table>		Average Turnover	Marks Assigned	>INR 10 Lakhs to INR 20 Lakhs	10	>INR 20 Lakhs to INR 30 Lakhs	15	>INR 30 Lakh and above	20
	Average Turnover		Marks Assigned							
	>INR 10 Lakhs to INR 20 Lakhs		10							
>INR 20 Lakhs to INR 30 Lakhs	15									
>INR 30 Lakh and above	20									
Total Marks	100									
Minimum Technical Evaluation Score to be obtained by the Applicant	70									

- 6.2. All Applicants scoring not less than the minimum Technical Evaluation Score of 70 will be qualified for the purpose of empanelment ("Qualified Applicants").
- 6.3. The Technical Evaluation Score obtained by the Applicants would be ranked in descending order with the Applicant scoring the highest marks being ranked as "Highest Ranked Applicant" and the shortlisted Applicant scoring the second highest marks as "Second Highest Ranked Applicant" and so on.
- 6.4. Maximum of 10 (Ten) Qualified Applicants will be empaneled for the project.
- 6.5. In case of less than 10 (ten) Qualified Applicants for the empanelment, the Authority reserves the right to lower the Minimum Technical Evaluation Score.
- 6.6. In case of more than 10 (ten) Qualified Applicants for the empanelment, the Authority shall empanel up to a maximum of 10 (ten) applicants based on descending order of score. However, the total number of agencies to be empanelled shall be at the discretion of the Authority.

7. BRIEF DESCRIPTION OF EMPANELMENT PROCESS

- 7.1. The Applicant will be required to submit the duly completed Annexures and Appendices (if any) along with the EMPANELMENT DOCUMENT, each page of which shall be duly signed by its authorized signatory (as declared during the empanelment of the firm with the Authority) and supporting documents online and in hard copy at Goa Tourism Development Corporation Limited, 3rd Floor, Paryatan Bhavan, Patta Plaza, Panaji, Goa – 403001 on or before the Application Due Date (“ADD”).
- 7.2. The Empanelled Agency shall make the payment of annual Empanelment Fees within 30 days of the date of the LOE through Bank cheque / online through e-payment mode. The empanelment fees for subsequent operational year shall be paid by the agencies within 15 days from the date of commencement of subsequent operational year, failing which the Authority reserves the right to de-empanel the agency. The Authority may, at the Empanelled Agency’s request, allow the Empanelled Agency to adjust the EMD in the amount of annual Empanelment Fees to be provided by him.

No relaxation of any kind in annual Empanelment Fees shall be given to any Applicant.

8. INSTRUCTION TO APPLICANTS

8.1. Completeness of Response

- a) Applicants are advised to carefully study all instructions, forms, terms, requirements and other information in the document. Submission of the Application shall be deemed to have been done after careful study and examination of the document with full understanding of its implications.
- b) The response to this document should be full and complete in all respects. Failure to furnish all information required by the document or submission of a proposal not substantially responsive to the document in every respect will be at the Applicant's risk and may result in rejection of its Proposal.
- c) After acceptance of work order, the firm fails to abide by the terms and conditions of the tender document or fails to undertake the project as per terms and conditions of the document or at any time repudiates the terms and conditions, the Authority will have the right to levy the respective penalty and blacklist the Empanelled Agency.

8.2. Proposal preparation costs

- a) The Applicant is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal, in providing any additional information required by the Authority to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the Application process. The Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the application / empanelment process.
- b) All materials submitted by the Applicant shall become the property of the Authority and may be returned completely at its sole discretion.

8.3. Amendment of document

- a) At any time prior to the last date for receipt of applications, the Authority, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify this document by an amendment.

8.4. Supplemental information to the document

- a) If the Authority deems it appropriate to revise any part of this Empanelment document or to issue additional data to clarify an interpretation of provisions of this Empanelment document, it may issue supplements. Any such corrigendum shall be deemed to be incorporated by this reference into this EMPANELMENT DOCUMENT.

8.5. Right to modify submission deadline

- a) The Authority may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing a corrigendum or by intimating all Applicants who have been provided the proposal documents, in writing or by facsimile, in which case all rights and obligations of the project and the Applicants previously subject to the original deadline will thereafter be subject to the deadline as extended.

8.6. Right to terminate the process

- a) The Authority may terminate the process at any time and without assigning any reason. The Authority makes no commitments, explicit or implied, that this process will result in a business transaction with anyone.

8.7. Right to accept / reject any or all application

- a) The Authority reserves the right to accept or reject any Application, and to annul the application / empanelment process and reject all Applications at any time prior to empanelling agencies, without thereby incurring any liability to the affected Applicant or Applicants or any obligation to inform the affected Applicant or Applicants of the grounds for the Authority's action.

9. AUTHORIZED REPRESENTATIVES

Any action required or permitted to be taken, and any document required or permitted to be executed by the Authority may be taken. The Authority may, from time to time, re-designate one of its officials as the Authorized Representative. Unless otherwise notified, the Authorized Representative of the Authority shall be its Managing Director.

10. RIGHTS OF THE AUTHORITY

- 10.1. The Authority may at its sole discretion and at any time during the evaluation of proposal, disqualify any Applicant, if the Applicant:
- a) Failed to provide clarifications related thereto, when sought.
 - b) Submitted more than one Application.
- 10.2. If the information provided by the Applicant is found to be (1) incomplete or (2) vague i.e. the submission of tender documents or explanation given by the Applicant thereof is unclear or ambiguous, or (3) unsatisfactory i.e. the information provided by the Applicant is unrealistic or the Authority opines that the explanation provided by the Applicant is either misleading or not up to the satisfaction of the Authority, as the case may be, at any time during the empanelment process, the Authority reserves the right to reject the same and the decision of the Authority will be final.
- 10.3. In case the application of any Applicant is found to have any misrepresentation or fraudulent information or documents including but not limited to supporting documents / work orders / completion certificates / CA certificates or any other documents submitted to the Authority anytime during the tender process, the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including blacklisting of the Applicant, filing of a FIR (First Information Report), etc.

11. PROPOSED NEXT STEPS

11.1. The Authority will issue a Letter of Empanelment (“LOE”) to the Empanelled Agencies upon receipt of complete application forms.

Sr. No	Particulars	No. of days for compliance
A	Sign and return a duplicate copy of LOE to the Authority	15 Days from issuance of the LOE
B	Designate one of its employees as a representative, who will act as single point contact	15 Days from issuance of the LOE
C	Make payment of the Annual Empanelment Fees of INR 10,000/- (INR Ten Thousand only) plus applicable GST to the Authority	60 Days from issuance of the LOE
D	Any other condition as may be prescribed in the LOE.	As per LOE

Annexure A. Letter of Qualification Application in form of Affidavit

(To be furnished on Non-Judicial Stamp-paper of appropriate value and duly notarized)

Ref.

Date:

Name of Contract:

To,

The Managing Director
Goa Tourism Development Corporation Limited,
Paryatan Bhavan,
3rd Floor, Patto,
Panaji - Goa

Sub: Submission of Application in response to the “EMPANELMENT OF AGENCIES FOR UNDERTAKING EXPERIENTIAL TOURS AND TREKS IN GOA”

Dear Sir,

1. With reference to your **Empanelment** document dated _____, I / we, having examined the Application Documents and understood their contents, hereby submit my / our Application for the aforesaid empanelment. The Application is unconditional and unqualified.
2. I / We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying the Application for selection of the Empanelled Agency for the aforesaid empanelment, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Application are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Empanelled Agency for aforesaid activities.
4. I / We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Application.
5. I / We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever
6. I / We certify that in the last three years, I / we or my / our Associates 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 cover award, 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 nor committed any fraud.
7. I / We declare that:
 - a) I / We have examined and have no reservations to the Documents.
 - b) I / We do not have any Conflict of Interest;
 - 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 the Authority 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 the EMPANELMENT DOCUMENT, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I / We understand that you may cancel the empanelment Process at any time and that you are not bound to accept any Application that you may receive for the Project, without incurring any liability to the Applicants.
 9. I / We believe that I / we satisfy the Financial Experience criteria and meet(s) the requirements as specified in the EMPANELMENT DOCUMENT.
 10. I / We declare that I / we, or my / our Associates have not submitted another Applicant for the Project.
 11. I / We certify that in regard to matters other than security and integrity of the country, I / we or any of my / our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 12. I / We further certify that in regard to matters relating to security and integrity of the country, I / we or any of my/our Associates have not been charge-sheeted by any agency of the government or convicted by a court of law.
 13. I / We further certify that no investigation by a regulatory authority is pending either against me / us or against our Associates or against our CEO or any of our directors / managers / employees.
 14. I / We undertake that in case due to any change in facts or circumstances during the Empanelment Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 15. I / We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and / or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the EMPANELMENT DOCUMENT, I / We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify me/us or withdraw the Letter of Empanelment, as the case may be. I / We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
 16. The power of attorney for signing of Application as per format provided at Appendix B5 in the EMPANELMENT DOCUMENT, is also enclosed
 17. I / 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 the Authority in connection with the selection of the Empanelled Agency, or in connection with the selection process itself, in respect of the above-mentioned Project and the terms and implementation thereof.

18. In the event of my / our being declared as the Empanelled Agency, I / we agree to enter abide by the terms and conditions as specified herein and in the LOE in accordance with the draft that has been provided to me / us prior to the Application Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I / We have studied all the Bidding Documents carefully and also surveyed the other project details. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Application Process including the award of project.
20. I / We agree and understand that the Application is subject to the provisions of the Bidding Documents. In no case, I / we shall have any claim or right of whatsoever nature if the Project is not awarded to me / us or our Application is not opened or rejected.
21. I / We agree and undertake to abide by all the terms and conditions of the EMPANELMENT DOCUMENT.
22. We understand that this application, together with your written acceptance thereof included in your LOE, shall constitute a binding contract between us.
23. All the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the Application may be rejected, and no objection / claim will be raised by the under-signed.

In witness thereof, I / we submit this Application under and in accordance with the terms of the EMPANELMENT DOCUMENT.

Yours faithfully,

Date: (Signature, Name and Designation of the Authorised signatory)

Place: Name and seal of Applicant

Note: Paragraphs in curly parenthesis may be omitted by the Applicant, if not applicable to it, or modified as necessary to reflect applicant-specific particulars.

Annexure B. Qualification Application

Appendix B1. Details of Applicant

1. Details of Applicant	:			
a) Name	:			
b) Country of incorporation	:			
c) Address of the corporate headquarters and its branch office(s), if any, in India	:			
d) Date of incorporation and / or commencement of business	:			
2. Brief description of the Applicant including details of its main lines of business and proposed role and responsibilities in the Project:				
3. Details of individual(s) who will serve as the point of contact / communication for the Authority				
a) Name	:			
b) Designation	:			
c) Company	:			
d) Address	:			
e) Telephone Number	:			
f) E-Mail Address	:			
g) Fax Number	:			
4. Particulars of the Authorized Signatory of the Applicant				
a) Name	:			
b) Designation	:			
c) Address	:			
d) Phone Number	:			
e) Fax Number	:			
a) The following information shall also be provided, if applicable.				
Name of Applicant:				
	S No.	Criteria	Yes	No
	1.	Has the Applicant been barred by the Central / State Government, or any entity controlled by them, from participating in any project(s)		
	2.	If the answer to 1 is yes, does the bar subsist as on the date of application?		
	3.	Has the Applicant paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		
	4.	Are there any pending court cases (criminal or civil) against directors / partners of the applicant?		

Appendix B2. Evaluation of Technical Experience

Applicant Type	Project Code	Project Name	Project Details	Service Start Date (MM-YYYY)	Equity held in the executing entity
(1)	(2)	(3)	(4)	(5)	(6)
Single Entity Applicant					

Instructions:

- 1) Please provide supporting documents / work order / Agreements, etc. to substantiate the claim of experience.

Certificate from the Chartered Accountant

This is to certify that the information contained above is correct as per the Books of Accounts of the Applicant / Associate.

Name of the Authorised Signatory:

Designation:

Name of the Audit firm:

(Signature for the Authorised Signatory of the Chartered Accountant)

Seal of the Firm

Appendix B3. Details of Eligible Projects

Name of Applicant:

Item (1)	Particulars of the Project (2)
Title & nature of the project <i>(Give a brief description for better understanding)</i>	
Category of Tours / Trails	
Entity for which the services were provided	
Scope of the Project	
Location	
Scope of the work for which the Applicant was responsible	
Capital cost of the project <i>(provide details of land cost separately, if applicable)</i>	
Services Start Date / LOE	
Equity shareholding (with period during which equity was held)	
Whether credit is being taken for the Eligible Experience of an Associate <i>(Yes / No)</i>	

Certificate from the Chartered Accountant

Based on its books of accounts and other published information authenticated by it, {this is to certify that (name of the Applicant / Associate) was engaged by (title of the project company) to execute (name of project) for (nature of project). The services commenced on (date). It is certified that (name of the Applicant) had undertaken (<Type of project>).

We further certify that the total cost of project is as follows:

- 1) Name of the <Project 1>: <Cost>
- 2) Name of the <Project 2>: <Cost>

This is to certify that the information contained above is correct as per the Books of Accounts of the Applicant.

Name of the Authorised Signatory:

Designation:

Name of the Audit firm:

(Signature for the Authorised Signatory of the Chartered Accountant)

Seal of the Firm

Instructions:

- a) Applicant are expected to provide information in respect of each Eligible Project(s) in this Appendix. The projects cited must comply with the eligibility criteria and technical experience specified in EMPANELMENT DOCUMENT.

- b) Information provided in this section is intended to serve as a backup for information provided in the application. Applicant should also refer to the Instructions below.
- c) A separate sheet should be filled for each Eligible Project.
- d) In case the Eligible Project relates to an Associate of the Applicant or its Member, write "Associate" along with Member.
- e) Name, address and contact details of owner / Authority / Agency (i.e., license grantor, etc.) may be provided.
- f) The date of commissioning of the project, upon completion, should be indicated. In case of construction, completion of construction should be indicated.
- g) The equity shareholding of the Applicant, in the company owning the Eligible Project needs to be given.
- h) Certificate from the applicant statutory auditor / Chartered Accountant or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have a statutory auditor, the auditors who audit the annual accounts of the Applicant / Member / Associate may provide the requisite certification.

Note: In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditor would not be necessary.

- i) In the event that credit is being taken for the Eligible Experience of an Associate, the Applicant should also provide a certificate in the format provided above "Certificate from the Chartered Accountant".
- j) It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project for shortlisting of applicants.

Appendix B4. Financial Experience of the Applicant

Applicant type (1)	Turnover of 3 years of the last 5 financial years i.e., 2019-20, 2020-21, 2021-2022, 2022-23 and 2023-24 (2)
Single entity	

Name & address of Applicants Bankers:

Instructions:

1. The Applicant shall attach copies of the balance sheets, financial statements and Annual Reports for the 3 (three) years. The financial statements shall:
 - a. reflect the financial situation of the Applicant;
 - b. be audited by a statutory auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. The Applicants shall provide an Auditor's Certificate specifying the Turnover of the Applicant and specifying the methodology adopted for calculating Turnover.
3. The Applicant should provide details of its own Financial Capacity or of an Associate
4. The Applicant shall also provide the name and address of the Bankers.

Certificate from the Chartered Accountant

This is to certify that the information contained above is correct as per the Books of Accounts of the Applicant/ Associate whose Turnover as on:

- 1) Year 1 (31/03/20XX) is INR _____ /- (INR in words)
- 2) Year 2 (31/03/20XX) is INR _____ /- (INR in words)
- 3) Year 3 (31/03/20XX) is INR _____ /- (INR in words)

Name of the Authorised Signatory:

Designation:

Name of the Audit firm:

(Signature for the Authorised Signatory of the Chartered Accountant)

Seal of the Firm

Appendix B5. Power of Attorney for signing of Application

(To be executed on Stamp paper of INR 500 /- (INR Five Hundred) or of appropriate value)

Know all men by these presents, I / We..... (name of the entity and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr / Ms (name), son / daughter / wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our application for **“EMPANELMENT OF AGENCIES FOR UNDERTAKING EXPERIENTIAL TOURS AND TREKS IN GOA”** to the Authority including but not limited to signing and submission of all applications and other documents and writings, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our application, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our application for the said Project and / or upon award thereof to us and / or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2....

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted (Notarised)
(Signature, Name, Designation and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by application from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

Appendix B6: CVs of Personnel

Curriculum Vitae (CV) Template

Proposed Position	:				
Name of Staff	:				
Date of Birth	:		Nationality:		
Educational Qualifications	:				
Membership of Professional Associations	:				
Other Training	:				
Countries of Work Experience	:				
Language Rank as follows: 1. Fluent 2. Excellent 3. Fair	:	Language	<i>Speak</i>	<i>Read</i>	<i>Write</i>
		English			
		Hindi			
		Konkani			
Employment Record					
From:	To:				
Employer:					
Positions Held:					
Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned					



Name of the assignment or project	:	
Project Cost	:	
Year	:	
Location	:	
Client	:	
Activity Performed	:	

Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name of authorized representative:

<<<<END >>>>