

**SELECTION OF
CONSULTANTS FOR
ANALYSING THE FEASIBILITY OF
DEVELOPMENT OF SPECIAL TOURISM
ZONES IN INDIA**

**REQUEST FOR PROPOSAL
DOCUMENT**

January 11th, 2019

(Quality and Cost Based Selection)

Disclaimer

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy,

adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal 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 Proposal. 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 Proposal, regardless of the conduct or outcome of the Selection Process.

1. INTRODUCTION

1.1 Background

- 1.1.1 Ministry of Tourism, Government of India (hereafter mentioned as “**Authority**”) in pursuant to the Budget announcement on 2017-18 intends to develop five Special Tourism Zones across the country.
- 1.1.2 The project is conceived to select five special tourism zones across the country on the similar pattern as the Smart Cities Challenge whereby the Ministry of Tourism will be the funding agency for basic core infrastructure and the respective state government shall contribute equity in the form of land for the special tourism zone.
- 1.1.3 In pursuance of the above, the Authority has decided to carry out the process for selection of Consultant for analyzing the feasibility of the development of Special Tourism Zones in the country in accordance with the Terms of Reference specified at **Schedule-1** (the “**TOR**”).

1.2 Request for Proposal

The Authority invites proposals from interested firms (the “**Proposals**”) for selection of a Consultant (the “**Consultant**”) who shall assist the Authority as per the scope of work specified in the TOR (collectively the “**Consultancy**”).

The Authority intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment before submitting the Proposal and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Download of RFP Document

RFP document can be downloaded from the official website of the Ministry of Tourism www.tourism.gov.in and the tender portal of the Government of India www.eprocure.gov.in.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the “**PDD**”).

1.6 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the “**Selected Applicant**”) shall be called for negotiation.

1.7 Payment to Consultants

1.7.1 The fee shall be quoted in INR only. All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP.

1.8 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

	Event Description	Date
1.	Release of RFP	Jan. 11th, 2019
2.	Last date for receiving queries/ clarifications	Jan. 27th, 2019
3.	Pre-Bid Conference	Jan. 28th, 2019
4.	Authority response to queries	Jan. 31st, 2019
5.	Proposal Due Date or PDD	Feb. 25th, 2019
6.	Opening of Proposals	Feb. 25th, 2019
7.	Letter of Award (LOA)	To be declared later
8.	Validity of Applications	90 days from PDD

1.9 Pre-Bid Queries

Prospective applicants may submit the queries / clarification regarding the document as per the Clause 1.8. The contact person for this purpose shall be:

**Assistant Director General
Swadesh Darshan Scheme
Email – rfpswadesh@gmail.com**

1.10 Pre-Bid Conference

The date, time and venue of Pre-Bid Conference shall be:

Date: Jan. 28th, 2019

Time: 15:00 hrs

**Venue: Manthan, Conference Room,
Ministry of Tourism,
Transport Bhawan, 1 Parliament Street
New Delhi 110001**

1.11 Communications

- 1.11.1 All communications including the submission of Proposal should be addressed to the nodal officer mentioned in section 1.9.
- 1.11.2 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**Request for Proposal (RFP) for Selection of Consultant for Analyzing
the Feasibility of Development of Special Tourism Zones in India**

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “Sole Firm”) or as lead member of a consortium of firms (the “Lead Member”) in response to this invitation. The term applicant (the “Applicant”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

(A) **Technical Capacity:** The Applicant shall have, over the past **10 (ten) years** preceding the PDD, undertaken a minimum of **5 (five) Eligible Assignments** as specified in clause 3.1.4.

(B) **Financial Capacity:** The Applicant shall have minimum turnover of INR 50 Crore from consultancy assignments during each of the last three financial years (2015-16, 2016-17, 2017-18) preceding the PDD.

- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors[§] stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at **Form - 4 of Appendix- I**; provided, however, that such Power of Attorney would not be required if the bid submission is signed by a Partner or Director (on the Board of Directors) of the Applicant.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms as per requirement, making due provision for incorporation of the requested information.

[§] No separate annual financial statements should be submitted

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security / Performance Security, if available, as mutually agreed, genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Authority as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFP applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Authority shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project sites etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Acknowledgement by Applicant

It shall be deemed that by submitting the Proposal, the Applicant has:

- (A) made a complete and careful examination of the RFP;
- (B) received all relevant information requested from the Authority;
- (C) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;
- (d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject any or all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or discovered, or
- (b) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

- 2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedules

- 1 **Terms of Reference**
- 2 **Guidance Note on Conflict of Interest**

Appendices

Appendix – I: Technical Proposal

- Form 1 : Letter of Proposal
- Form 2 : Particulars of the Applicant

- Form 3 : Statement of Legal Capacity
- Form 4 : Power of Attorney
- Form 5 : Financial Capacity of the Applicant
- Form 6 : Abstract of Eligible Assignments of the Applicant
- Form 6A : Abstract of other relevant experience of the Applicant
- Form 7 : Eligible Assignments of Applicant
- Form 8 : Particulars of Key personnel
- Form 9 : Curriculum Vitae (CV) of Key Personnel
- Form 10 : Proposed Approach & Methodology

Appendix – II: Financial Proposal

- Form 1 : Covering Letter
- Form 2 : Financial Proposal

2.10 Clarifications

- 2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by e-mail before the date mentioned in the Schedule of Selection Process at Clause 1.8 with subject titled:

“Queries/Request for Additional Information concerning Request for Proposal (RFP) for Selection of Consultant for analyzing the feasibility of Development of Special Tourism Zones in India”

- 2.10.2 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

- 2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment/Corrigendum and posting it on the Official Website.

- 2.11.2 All such Addendum/ Amendment/Corrigendum will be notified on the Official

Website along with the revised RFP containing the amendments and will be binding on all Applicants.

- 2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD. If date extended, it will be notified on the website.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

- 2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects and by due date and time.
- 2.13.2 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.
- 2.13.3 The Proposals must be properly signed by the authorized representative (the “**Authorized Representative**”) as detailed below:
- (a) By the proprietor, in case of a proprietary firm; or
 - (b) By a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (c) By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

- (d) by the Authorised Representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified by a notary public in the form specified in **Appendix-I (Form-4)** shall accompany the Proposal (if required).

- 2.13.4 Applicants should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission. Unsolicited material if submitted will be summarily rejected.

2.14 Technical Proposal

- 2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).
- 2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
 - a) The Bid Security is provided;
 - b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - c) Power of Attorney, if applicable, is executed as per Applicable Laws;
 - d) CVs of all Professional Personnel have been included;
 - e) Key Personnel would be available for the period indicated in the TOR; and
 - f) the proposal is responsive in terms of Clause 2.21.3.
- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.4 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.5 In case it is found during the evaluation or at any time before issuing of award letter or after its issuance and during the period of subsistence thereof, that

one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA and if the Selected Applicant has already been issued the LOA, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security / Performance Security, as the case may be, as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

- 2.15.1 Applicants shall submit the financial proposal in the formats at **Appendix-II** (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees INR, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:
- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, surveys, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - (ii) The Financial Proposal shall take into account professional fees and all out of pocket expenses except GST which shall be paid extra as per applicable laws. Further, all payments shall be subject to deduction of taxes at source

as per Applicable Laws.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, if any, Consultancy name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

“Do not open, except in presence of the Authorised Person of the Authority”

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked ‘Technical Proposal’ and the other clearly marked ‘Financial Proposal’. The envelope marked “Technical Proposal” shall contain:

(i) Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 15 of Appendix-I and supporting documents; and

(ii) Bid security as specified in Clause 2.19

The envelope marked “Financial Proposal” shall contain the Financial Proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.

- 2.16.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment and discharge of all obligations of the Consultant under the Agreement. All the documents as mentioned at clause no. 2.14 be submitted.

2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted before 1600 hrs on the PDD specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof may-be obtained from the person specified therein.
- 2.17.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants

2.18 Modification/ substitution of Proposals

Modifications to submission can be done by over-riding the earlier submission, prior to the PDD.

2.19 Bid Security

- 2.19.1 The Applicant shall furnish as part of its Proposal, a bid security of **Rs. 5,00,000 (Rupees Five lakhs)** in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of The Pay and Accounts Officer, Ministry of Tourism payable at Delhi (the “Bid Security”).
- 2.19.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- 2.19.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.19.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed

to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal; or
- (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP; or
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time; or
- (d) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.20 Performance Security

2.20.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security of 10% of the Contract Value shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP; or
- (b) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3;

2.20.2 The aforesaid Performance Security shall be provided by the Consultant in the form of Bank Guarantee (BG) which would be valid for 60 days beyond the project completion date as given in the Terms of Reference.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

2.21.1 The Authority shall open the Proposals at 1630 hours on the PDD, at the place

specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The Technical Proposal shall be opened first.

- 2.21.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- (a) The Technical Proposal is received in the form specified at Appendix-I;
 - (b) It is received by the PDD including any extension thereof pursuant to Clause 2.17;
 - (c) it is accompanied by the Bid Security as specified in Clause 2.20.1.
 - (d) It is signed, sealed & marked as stipulated in Clauses 2.13 and 2.16;
 - (e) It is accompanied by the Power of Attorney as specified in Clause 2.2.4;
 - (f) It contains all the information (complete in all respects) as requested in the RFP;
 - (g) It does not contain any condition or qualification; and
 - (h) It is not non-responsive in terms hereof.
- 2.21.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.21.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.21.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

- 2.21.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.23 Clarifications

- 2.23.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

- 2.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, the Authority will scrap the bid for that site and call for Re-bid. The Authority may also declare the Selected Applicant (including all members in case of consortium) as unfit/blacklisted for future bidding.
- 2.24.2 The Authority may examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.
- 2.24.3 The Authority may examine the credentials of all Sub-Consultants/ Consortium Members proposed for this Consultancy and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the Authority.

2.25 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.26 Commencement of Assignment

The Consultant shall commence the Consultancy within seven days of the date of issuance of LOA, or such other date as may be mutually agreed. If the Consultant fails to commence the assignment as specified herein, in such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4 and the LOA may be cancelled / terminated.

2.27 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

2.28 Penalty Clause

The agency would have to submit Performance Guarantee for amount equivalent to 10% of the value of the contract after the contract is awarded to it. The same shall be liable to be forfeited in full or part in case of underperformance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Authority.

If the delivery of any report / stage as per the Terms of Reference is delayed from the delivery schedule approved by the Authority, a penalty @ 1% of the total cost of that item, per week would be imposed to the maximum of the value of Performance Guarantee.

The Authority reserves the right to deduct the penalty either from Performance Bank Guarantee or from pending bills submitted for the work already performed by the agency.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, presentation of concept, proposed methodology and Work Plan, experience of the Key personnel. Only those Applicants whose Technical Proposals score of 70 (seventy) marks or more out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (T_b).

3.1.3 The scoring criteria to be used for evaluation shall be as follows.

S.N.	Criteria	Marks
1.	Relevant Experience of the Applicant	30
i.	Experience in 3.1.4 (a)	10
ii.	Experience in 3.1.4 (b)	10
iii.	Experience in 3.1.4 (c)	10
2.	Relevant Experience of the Team	25
i.	Team Leader	10
ii.	Finance cum economic development Expert	5
iii.	Master Planner	5
Iv	Tourism Expert	5
3.	Proposed Approach & Methodology	45
	Conceptual clarity/ Understanding of the context / Approach to the project / Work Plan & Methodology	
	Grand Total	100

3.1.4 Eligible Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, consultancy assignments in respect to **Program Management / Tourism Policy / Tourism Master Planning / Community based planning / Feasibility Study / DPR preparation / Transaction Advisory** for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”) The eligible assignments shall have been undertaken in the last 10 (ten) years preceding the PDD:

- (a) Experience in undertaking projects in India or abroad for preparation of Comprehensive development vision / master plan / feasibility analysis /

transaction advisory in Tourism Sector with consultancy fees of at least 1 Crore (each project) **(2 marks each project undertaken in India & 5 marks for each international Project. Maximum marks 10)**

(b) Experience in undertaking projects in India or abroad that demonstrate consultant's capacity to undertake Central / State level Program management projects involving multiple implementation agencies in infrastructure sectors. The projects should have consultancy fees of at least INR 2 Crores (each project) **(2 marks each project undertaken in India & 5 marks for each international Project. Maximum marks 10)**

(c) Experience of undertaking projects in India or abroad involving City level Perspective area planning / smart city plans / Industrial Corridors / SEZs / Aerotopolis and similar large area development planning projects with minimum area of about 100 acres. Should have consultancy fees of at least INR 5 crores (each project) **(5 marks for each project undertaken. Max Marks = 10)**

3.1.5 Completion Certificate

Completion of assignments should be certified by completion certificates/ auditor certification of receipt of full payment of the assignment/ self-attestation by the authorized signatory. On-going assignments for which 60% of work which has been completed by the applicant as fee received and certified by Statutory Auditor/Authorized Signatory shall be considered.

3.1.6 Consultants Team and evaluation criteria

Designation	Qualifications/Experience	Marks
Team Leader	MBA / Masters in Planning / or Equivalent At least 15 years of experience in Preparation of Tourism Strategy / Policies / Program Management / Transaction Advisory	10
Finance cum Economic Development Expert	CA/MBA in Finance or equivalent At least 10 years of experience in real estate, Feasibility Studies, tourism related development	5
Master Planner	B.Arch / B.Tech / BE Civil / B.Planning with Master in Planning or Equivalent At least 10 years of experience in Master Planning/Feasibility Studies/ destination development	5

Tourism Expert	MBA/Master in Planning or Equivalent At least 10 years of experience in Tourism sector/ destination development	5
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3.2 Short-listing of Applicants

All the Applicants who score minimum qualifying score as mentioned in para 3.1.1, shall be pre-qualified for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than 3 (three), the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose Technical Score is less than the score specified in Clauses 3.1.1.

3.3 Evaluation of Financial Proposal

3.3.1 For financial evaluation, the total cost indicated in the Financial Proposal will only be considered.

3.4 Combined and Final Evaluation

3.4.1 Proposals will finally be ranked according to their combined technical (T_b) and financial (C_b) scores as follows:

$$B_b = (0.8) * T_b + (0.2) * (C_{min} / C_b * 100)$$

Where,

B_b = overall combined score of bidder under consideration (calculated up to two decimal points)

T_b = Technical score of the bidder under consideration

C_b = Financial bid value of the bidder under consideration

C_{min} = Lowest financial bid value among the financial proposals under consideration

3.4.2 The Selected Applicant shall be the Applicant having the highest combined score (H1).

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the

date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA as the case may be, any person in respect of any matter relating to the Project or the LOA who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**Coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

- 5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) Consult with any Applicant in order to receive clarification or further information;
 - (c) Retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 5.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 5.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Schedules

SCHEDULE – 1

(See Clause 1.1.3)

Terms of Reference (TOR)

1. SCOPE OF SERVICES

Ministry of Tourism, Government of India in pursuant to the Budget announcement on 2017-18 intends to Develop Five special tourism zones across the country.

The project is conceived to select five special tourism zones across the country on the similar pattern as the Smart Cities Challenge whereby the Ministry of Tourism will be the funding agency for basic core infrastructure and the respective state government shall contribute equity in the form of land to the special tourism zone.

Ministry of Tourism intend to select Consultant to analyse the feasibility of development of Special Tourism Zones.

The detailed scope is as under:

1. The Project Feasibility Report on the establishment of Special Tourism Zones, should include dimensions such as: likely locations, Greenfield vs brownfield options, reasons for suitability, manpower requirements, comparison of various options on potential for employment generation, environmental impact, Models (VGF grants, equity, etc.) and quantum government subsidy, areas of private sector participation, FDI potential, etc.
2. The feasibility study may also provide indicative costing patterns of various models, fiscal benefits, focusing specifically on various models under PPP.
3. Global experiences and best practices of tourism SEZ / STZs may be drawn upon by the study to suggest the most efficient solution in terms of finances, cost recovery, sustainability, environmental impact, re-settlement and rehabilitation of local population.
4. Consultations with stakeholders such as state governments, private sector infrastructure developers, tour package operators, Local/Autonomous bodies in tourist hotspots, Ministries of Environment and Forests, Tribal Affairs, etc., shall be carried out to assess interest in categories of projects preferred, provision of land, fiscal benefits, financial participation, likely project impacts, alternative models, etc.

5. Alternatives such as development of brownfield sites vs. greenfield sites. For example, the possibility of using STZs as an add-on to 5 of the top existing PRASHAD sites as STZ will help saturate 5 top sites with infrastructure.
6. Based on the above feasibility, provide a broad layout of the scheme and its further procedures and templates.

2. DELIVERABLES AND PAYMENT SCHEDULE

S. No.	Timelines	No. of Days
1	Inception report	T+10
2	Completion of stakeholder consultation	T+40
3	Draft Feasibility Report	T+70
4	Final Feasibility Report	T+90
5	Broad Scheme layout, procedures and templates	T+110

3. PAYMENT SCHEDULE

S. No.	Stages of payment for consultant	Consultancy fees as percentage of contract amount
1.	Acceptance of Inception Report	10%
2.	Acceptance of Stakeholder Consultation Report	20%
3.	Acceptance of Draft Feasibility Report	40%
4.	Acceptance of Final Feasibility Report	20%
5.	Acceptance of Broad Scheme layout, procedures and templates	10%

SCHEDULE-2

(See Clause 2.3.3)

Guidance Note on Conflict of Interest (for Consultant)

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - (i) Potential consultant should not be privy to information from the Authority which is not available to others.
 - (ii) Potential consultant should not have defined the project when earlier working for the Authority.
 - (iii) Potential consultant should not have recently worked for the Authority overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.
 - (ii) No consultant should be involved in owning or operating entities resulting from the project.
 - (iii) No consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or

consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority

involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

Appendices

APPENDIX-I
(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,
Secretary Tourism,
Government of India

Sub: Request for Proposal (RFP) for _____

Dear Ma'am,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of Consultants for _____. The proposal is unconditional and unqualified.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We certify that in the last three years, we or any of 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 arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, 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 Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the

country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors / Managers / employees.
13. 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 [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security of Rs. (Rupees) in the form of a Demand Draft is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
17. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the RFP document, 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 concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the

RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant/ Lead Member)

APPENDIX-I

Form-2

Particulars of the Applicant

1.1	Title of Consultancy:
1.2	Title of Project:
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.4	State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Name, designation, address and phone numbers of authorized signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No. : E-mail address:
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.
1.6	For the Applicant, (in case of a consortium, for each Member), state the following information: (i) In case of non Indian Firm, does the Firm have business presence

	<p>in India? Yes/No If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
	<p>(Signature, name and designation of the authorised signatory) For and on behalf of</p>

APPENDIX-I

Form - 3

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref.

Date:

To,
Secretary Tourism
Government of India

Dear Ma'am,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorised Signatory
For and on
behalf of

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, we,..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr/Ms..... son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) 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 Proposal for Selection of Consultant for Preparation of Feasibility Report for Development of Special Tourism Zones in India, (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon letter of award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative 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 Authorized Representative 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, 20**

For
(Signature, name, designation and address)

Witnesses:

- 1
- 2

Notarized

Accepted

.....

(Signature, name, designation and address of the Attorney)

APPENDIX-I

Form-5

Financial Capacity of the Applicant

(Refer Clause 2.2.2 (B))

S.No.	Financial Year	Annual Revenue (Rs. in crores)
1.		
2.		
3.		

Certificate from the Statutory Auditor[§]

This is to certify that..... (Name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

(Signature, name and designation of the authorized signatory) Date: Name and
seal of the audit firm:

[§] In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Exchange rate should be taken as Rs. 70 per US \$ for conversion to Rupees.

Note: Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form-6

Abstract of Eligible Assignments of the Applicant

(Refer Clause 3.1)

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore)	Professional Fees received by the Applicant (in Rs. crore)
(1)*	(2)	(3)	(4)	(5)
1				
2				

Certificate from the Statutory Auditor[§]

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorized signatory)

Date: _____ Name and seal of the audit firm: _____

[§] In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Exchange rate should be taken as Rs. 70 per US \$ for conversion to Rupees.

APPENDIX-I

Form-7

Eligible Assignments of Applicant

(Refer Clause 3.1.4)

Assignment name:	Approx. value of the contract (in current Rs. Crores):
Estimated capital cost of Project (in Rs. crore):	Payment received by the Applicant as professional fees (in Rs. crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Contact Person, Title/Designation, Tel. No./Address:	
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by your consulting firm/organization or your sub consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your consulting firm/organization involved and designation and/or functions performed (e.g. Project Director/Coordinator, Team Leader):
Description of Project:	
Description of actual services provided by your staff within the assignment:	

Notes:

1. Use separate sheet for each Eligible Assignment.
2. Exchange rate should be taken as Rs. 70 per US \$ for converting to Rupees.

APPENDIX-I

Form-8

Particular of Key personnel

(Refer Clause 3.1.6)

Designation	Name	Educational Qualification	Years of Experience
Team			
Team Leader			
Finance Expert			
Master Planner			
Tourism Expert			

APPENDIX-I

Form-9

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:

2. Name of Personnel:

3. Date of Birth:

4. Nationality:

5. Educational Qualifications:

Name of Course	Name of Institution / University	Year of Passing

6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

Name of Organization	Designation	From	To

7. List of projects on which the Personnel has worked

(Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the assigned position.)

S.No.	Project Details
	Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed: <i>(Use additional rows for each project)</i>

Certification:

1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorised signatory of the Applicant)

Notes: Use separate form for each Key Personnel

APPENDIX-I

Form-10

Proposed Methodology and Work Plan

Proposed Methodology and Work Plan (not more than 10 pages)

The various components under the section can be divided into below components:

1. Understanding of TOR

In this sub section the applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the objectives laid down in the TOR.

2. Approach & Methodology

In this sub section you should explain your approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Section should highlight the problems being addressed and their importance, and explain the technical approach proposed to address them. Proposed methodology should be detailed and compatibility with the proposed approach should be highlighted. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment.

3. Work Plan

In this sub section you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, layouts, templates and tables to be delivered as final output, should be included here. The work plan should be consistent with the Terms of Reference.

APPENDIX-II
FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

The Secretary Tourism,

Government of India

Sub: Request for Proposal (RFP) for _____

Dear Madam,

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II
(See Clause 2.1.3)

Form-2

Financial Proposal for the Assignment (Lump-Sum)

Professional Fees for the services is (in figures) and in words GST as per applicable law would be paid extra.

CHECKLIST FOR BID PREPARATION

Bid should have One Envelope containing Two Envelopes Duly marked “Technical Proposal” & “Financial Proposal”.

Technical Proposal should have following Forms

Appendix – I: Technical Proposal

- Form 1 : Letter of Proposal
- Form 2 : Particulars of the Applicant
- Form 3 : Statement of Legal Capacity
- Form 4 : Power of Attorney
- Form 5 : Financial Capacity of the Applicant
- Form 6 : Abstract of Eligible Assignments of the Applicant
- Form 6A : Abstract of other relevant experience of the Applicant
- Form 7 : Eligible Assignments of Applicant
- Form 8 : Particulars of Key personnel
- Form 9 : Curriculum Vitae (CV) of Key Personnel
- Form 10 : Proposed Approach & Methodology

Appendix – II: Financial Proposal

- Form 1 : Covering Letter
- Form 2 : Financial Proposal

Please note that

- The bid should be spiral bound/Hard Bound
- The index of the bid should clearly reflect the list of documents requested in the technical bid and financial bid.
- All pages in the bid should be numbered and indexing should reflect relevant page numbers where the requested documents are placed.