GOVERNMENT OF INDIA MINISTRY OF TOURISM

REQUEST FOR PROPOSAL (RFP)

For

Appointment of Consultants as Program Management Unit (PMU)

under Adopt a Heritage Project

Tender No.:TT-100/39/2019-o/o Asstt.DG(AAH)

Date:28/06/2020

Last date for submission of Bids:21st July, 2020 till 1500 HRSThrough online on https://tourism.euniwizarde.comNo offline bids will be accepted.(Only requisite EMD should be submitted by post/hand)

Opening of Technical Bids:

21st July, 2020 at 1600HRS

Pre-Bid Meeting : No Pre-Bid Meeting will be held in view of prevailing circumstances. Prospective Bidders, requiring any clarifications on the bid document shall notify Ministry of Tourism on e-mail ID: adoptaheritage-tour@gov.in by 6thJuly, 2020 (1500 hrs) as per format given at Annexure VII.

> Clarifications / Responses to queries received will be uploaded on <u>https://tourism.euniwizarde.com</u> ; <u>www.tourism.gov.in</u> by **1700 hrs. on 9th July, 2020.**

EMD must be submitted by hand/post before closing of bids i.e by 1500 HRS of 21stJuly,2020 to the address given below:-

The Assistant Director (AAH), Travel Trade (TT) Division, Ministry of Tourism, Government of India, 1st Floor, Transport Bhawan, 1, Parliament Street, New Delhi – 110001; Tel. No: - 011-23724151 & 23718663.

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1. Disclaimer

This Request for Proposal (RFP) is issued by the Ministry of Tourism, Government of India for selection of an agency, to provide Project Management Consultancy for the Adopt a Heritage project.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither Ministry of Tourism nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, rationality or wholeness of, or for any errors, omissions or misstatements, negligent or otherwise, information contained herein, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of Ministry of Tourism. It does not purport to, contain all the information that a recipient may require for the purposes for deciding for participation in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation, the regulatory regime which applies thereto and by and all matters pertinent to the assignment and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the engagement.

This RFP includes certain statements, estimates, projections, targets and forecasts with respect to the Manpower Services requirement. Such statements, estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of the Ministry of Tourism which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

Ministry of Tourism shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of Ministry of Tourism, in selecting the Agency who qualifies through this RFP shall be final and Ministry of Tourism reserves the right to reject any or all the bids without assigning any reason.

2. Data Sheet

Name of Bid	Appointment of Consultants as Program Management Unit (PMU) under Adopt a Heritage Project	
Period of contract	Two years extendable for another one year on the same terms and conditions.	
Selection Method	QCBS 70:30	
Earnest Money Deposit (EMD)	INR 10,00,000/- (INR Ten Lakh only)	
Financial Bid to be submitted together with Technical Bid	Yes, on the website https://tourism.euniwizarde.com	
Proposal Validity Period	90 days from proposal due date	
Proposal Language	English	
Proposal Currency	INR	
Consortium allowed	No	
Sub-contracting allowed	No	
Date of Publication on http://tourism.gov.in; https://tourism.euniwizarde.com	28/06/2020	
Last date of receiving Bids	21/07/2020 at 1500 hrs	
Pre-bid meeting	No Pre-bid meeting will be held due to prevailing circumstances. Prospective Bidders, requiring clarifications on the bid document shall notify Ministry of Tourism on e-mail ID: <u>adoptaheritage-tour@gov.in</u> by 5 th July, 2020 (1500 hrs) as per format given in Annexure VII. Clarifications / Responses related to query received will be uploaded by 1700 HRS 9 th July,2020 <u>http://tourism.gov.in;</u> <u>https://tourism.euniwizarde.com</u>	
Bid submission date	28/06/2020	
	Period of contract Selection Method Earnest Money Deposit (EMD) Financial Bid to be submitted together with Technical Bid Proposal Validity Period Proposal Language Proposal Currency Consortium allowed Sub-contracting allowed Date of Publication on http://tourism.gov.in; https://tourism.euniwizarde.com Last date of receiving Bids Pre-bid meeting	

XV.	Opening of Technical Bid	21/07/2020 at 1600 Hrs online on https://tourism.euniwizarde.com
xvi.	Opening of Financial Bid	To be communicated

3. Introduction

The "Adopt a Heritage: Apni Dharohar, Apni Pehchaan" project is a collaborative effort by the Ministry of Tourism Government of India, Ministry of Culture, Government of India, Archaeological Survey of India and State Government / UT Administrations for developing tourist amenities at heritage/natural/tourist sites and making them tourist friendly, in a planned and phased manner.

The project aims to encourage companies from the public sector, private sector, corporate citizens, NGOs, individuals and other stakeholders to take up the responsibility of developing and upgrading basic and advanced tourist amenities at heritage/ tourist / natural sites. Interested parties, to be referred to as "Monument Mitras" would undertake services as envisaged under the project. They would also look after the Operation & Maintenance of the approved tourist amenities.

The project aims to develop synergy among all partners to tap the true potential of the heritage/ tourist / natural sites, to provide basic civic amenities, advanced amenities, safe and secure environment, illumination and night viewing facilities. The project also envisages an enhanced tourist experience through cutting edge digital interventions that will result in increased footfall across domestic and foreign tourists. The priority areas under the project are listed as under:

- Developing basic tourism infrastructure at the selected ASI/ State owned monuments/heritage sites/natural sites/ tourist sites to enhance their tourist attractiveness in a sustainable manner.
- Promoting cultural and heritage value of the country to generate employment and livelihoods in the identified regions.
- Harnessing tourism potential through active involvement of local communities and their economic development.
- Developing sustainable tourism infrastructure and ensuring proper Operations and Maintenance therein.
- Using modern surveillance and video analytics to enhance tourist safety and security
- Utilising the potential of digital technologies for increasing the effectiveness of these initiatives, including smart technologies such as social media, IoT, analytics, etc.

The heritage sites are classified into categories of **green**, **blue and orange** based on visibility and footfall. The 'Monument Mitras' would take up the sites under the project as a package of Monuments with higher and lesser footfall and visibility. They would become "Monument Mitra" through the innovative concept of Vision Bidding, where the agency with the best vision for the heritage/natural/ tourist site will be given an opportunity to associate pride with their CSR activities. They would also get limited visibility in the premises and the Adopt a Heritage website (www.adoptaheritage.in).

4. Objective

The objective of this RFP is to engage a consulting firm as Program Management Unit (PMU) to provide continuous support towards the work of Adopt a Heritage Project and bring in additional rigour through robust project monitoring and innovative initiatives.

The selected agency would be appointed for a **period of two (2) years extendable for another one year on the same terms and conditions** and with the provision that services of the agencies may be dispensed with at any time, giving three months' notice, in the event of non-performance, under-performance or any other reason which would be specified.

5. Scope of Work

The consultant will be required to undertake the following work in close coordination with various project stakeholders e.g. Central and State Tourism Departments, Central Ministries, Archaeological Survey of India (ASI), etc.

The Scope of Services is mentioned below:

A. Project Managem	ent& Implementation Activities
Scheme design, project development and promotion strategy •	Assist Ministry of Tourism in identification and finalization of monuments/heritage/natural/tourist sites in need of refinement of tourists' amenities in consultation with various stakeholders Assist the Ministry of Tourism in carrying out road shows and other promotional activities as may be required for scheme promotion across India to interested agencies under the project. Prepare state-specific presentations for and road shows of the project Coordinate with interested agencies (potential Monument Mitras) in selection of sites and submission of Expression of Interest (EoI) documents under the project.
Project delivery & management support • •	Prepare presentations for Oversight & Vision Committee (O&VC), Implementation Committee and Monument Committee meetings Assist O&VC in short listing potential Monument Mitra through initial screening of EOIs received under the project. Assist in preparation and award of Letter of Intent (LoI) to shortlisted agencies post O&VC Undertake site visit with shortlisted agencies and the asset owner for need-gap analysis of requirements at the monument/site. Assist shortlisted agencies in preparation of Vision Bid (VB) document for their opted site Assist O&VC in selection and approval of proposals submitted by agencies Coordinate stakeholder consultation meetings for on-boarding of the State Government

Stratagia allianaa	Assist the Manument Mitrae in proparation of propantation for
Strategic alliance	
and partnership	finalization of amenities proposed by them at their opted site
management	before the concerned stakeholders / departments.
	Prepare Memorandum of Understanding (MoU) under the
	project post in-principle approval on amenities.
•	Coordination with government agencies (ASI, Ministry of
	Culture, State Governments, etc.) for review & approval of draft
	MoU
•	 Preparation of invites and assist in awarding MoU and Letter of
	Intent (LoI) to the selected Monument Mitras under the project.
B. Project Monitori	ng & Coordination
Monitoring and	
Periodic Reporting	Comprehensive Plan / DPR for their respective site opted for
	under the project.
	Facilitate MM in obtaining all necessary approvals, clearances,
	NOC's required under the project
	Undertake site visit to review the progress of work undertaken
	by Monument Mitras post signing of MoU.
	Periodic reporting of the project and mid-course corrections, if
	any to the division and Implementation/Monument Committee
	Coordinate with MM in submission of Monthly Progress report
	under the project.
	Project related content management for uploading the
	documents on ADAH website.
•	e i i
	information on key issues and risks for delay in project.
•	Prepare addendum/amendment to MoU signed under the
Microsite	project.
	Coordination with IT team for feature updates on the Adopt a
management , updates & Other	Heritage microsite
activities	general second
	updating/ uploading the data/documents on ADAH microsite on
	day to day basis
	Assist in administrative functions; prepare response to the
	letters/queries received by the division related to the project.
	Provide all assistance in organizing periodic Review Meetings to
	access status of implementation of Signed MoUs.
	-

6. Constitution of the Team

Based on present requirement it is proposed that the Ministry may consider engaging a full-time team to be stationed in Ministry of Tourism, comprising professionals with following qualification and experience:

Category of	Resource	Qualification & Experience
Consultant	Requirement	
Project Management expert (Project Leader)	One resource with minimum 8 years' experience	 B. Tech / B.E. + MBA Knowledge of implementing large multi- stakeholder government projects Experience in tourism related management projects. Extensive experience of managing PMUs in government sector Experience of coordination with multiple agencies involved in the project and other Stakeholders
Project Planning Expert	 One person with minimum 5 years' experience 	 Degree in B.E./B. Tech/ Bachelor of Architecture with Master's in planning /Architecture and Infrastructure or equivalent. Knowledge and experience of tourism sector and/or other affiliated sectors Experience in assessment of perspective plans/ development plans and/or master plans for tourism sector and/or other affiliated sectors
Management Consultant	 One person with minimum 5 years' experience 	 Degree in B.E./B. Tech. (preferably IT or Computer Science) with MBA or equivalent Knowledge/certification of web application tools, programming languages and experience of change management of website, applications, digital tools and social media Experience working on project management projects with e-governance domain with for Govt. / Public sector Preferred experience in tourism and/or other affiliated sectors

Project Management Unit (PMU) shall initially comprise of bare minimum three-member team as per above details, however the number of supporting consultants shall be enhanced depending upon the pace of the monuments' selection and project implementation.

7. Minimum Eligibility Criteria

Only reputed agencies/firms who meet the given minimum eligibility criteria, mentioned below, as on the release date of RFP, are eligible to apply and agencies/firms which do not meet the necessary eligibility criteria will not be considered for further evaluations.

SN	Eligibility Criteria	Documentary evidence to be submitted
i.	The Firm / Agency should:	Copy of the Certificate of Incorporation / Registration /

	 be a company incorporated in India under the Companies Act, 1956/ 2013 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008/ Indian Partnership Act, 1932 or a proprietorship firm have a valid PAN card have valid GST registration 	•	any other document to prove proprietorship Copy of PAN card Copy of GST Registration
ii.	The Firm / Agency must have at least ten (10) years of experience in providing consultancy services in India to the Central/ State Government organizations / PSU prior to the publication of RFP document.	•	Self-certification from authorized signatory stating that the Firm / Agency is in operation in India for the last ten (10) years
iii.	The Firm / Agency should have an annual turnover of at least INR 10 Crore in each of the last three (3) Financial Years (Either 2019-20, 2018-19, 2017-18 OR in case audited accounts are not available for 2019- 20, it may be 2018-19, 2017-18, 2016-17) from consultancy services in India operations	•	Turnover Certificate duly certified by Chartered Accountant along with Balance Sheet and P&L Statement for each of the last three (3) Financial Years (Either 2019- 20, 2018-19, 2017-18 OR in case audited accounts are not available for 2019-20, it may be 2018-19, 2017-18, 2016-17) from consultancy services in India operations
iv.	In the last 4 years– the Firm / Agency, should have successfully executed/ completed projects of providing consultancy services for e-Governance/ PMU project to Central/State Government/PSU as per the below criteria: a. Three completed projects each with project fee over INR 1 crore; or b. Two completed projects each with project fee over INR 3 crore; or c. One completed project with project fee over INR 5 crore	•	Client Work Order/ Contract documents/ project completion certificate, within the last 4 years – for projects related to providing consultancy services for e- Governance/ PMU projects to Central/ State Government/ PSU

V.	The Firm/ Agency shall not be under declaration of ineligibility for corrupt or fraudulent practices with any Government department/ agencies/ ministries or PSU's and should not have been blacklisted at the time of submission of bid in India.	•	Self-certification letter undertaking to this effect on company's letter head signed by company's authorized signatory (as per Annexure III)
	The Firm / Agency should have a full- fledged establishment within India and an office with a dedicated team in Delhi-NCR.	•	Self-certification on company's letter head signed by an authorized representative of the agency certifying that the agency has an office in Delhi- NCR.

8. Bidding Process

8.1 Pre-Bid Meeting

No Pre-bid Meeting would be held due to prevailing circumstances. All prospective Bidders, requiring clarification on the bid document shall notify Ministry of Tourism on e-mail ID: adoptaheritage-tour@gov.in by **6thJuly, 2020** (**1500 hrs**) as per format given in Annexure VII.

Clarifications / Response to queries received will be uploaded on: <u>https://tourism.euniwizarde.com</u> and <u>www.tourism.gov.in</u>by **1700 hrs. On 9th July, 2020.**

8.2 Earnest Money Deposit (EMD) / Bid Security

- i. To safeguard against a bidder's withdrawing or altering its bid during the bid validity period, Bid Security referred to as Earnest Money Deposit (EMD) shall be obtained from the bidders.
- The bidders shall furnish EMD in the form of Bank Guarantee as per format given in Annexure VI from a scheduled Nationalized/ Commercial Bank for INR 10,00,000/- (Rupees Ten Lakhs only) drawn in favour of the "Pay & Accounts Officer, Ministry of Tourism, Government of India, New Delhi" payable at New Delhi.
- iii. The requisite EMD must be submitted by hand/ post before closing date i.e by 1500hrs on 21stJuly,2020 to : The Assistant Director (Adopt a Heritage), Travel Trade Division, Ministry of Tourism, 1st Floor Transport Bhawan, 1 Parliament Street, New Delhi-110001.
- iv. No interest shall be payable by the Ministry of Tourism on the sum deposited as EMD/ Bid Security.
- v. EMD furnished by all unsuccessful bidders should be returned through an epayment system without interest, at the earliest, after the expiry of the final

tender validity period but not later than 30 (thirty) days after conclusion of the contract

- vi. EMD/ Bid Security will be returned to the successful agency on issue of work order and receipt of performance bank guarantee as per the format given in Annexure IV.
- vii. The EMD should be valid for forty-five (45) days beyond the final bid validity period (90 days). The total period of EMD Validity will be 135 days (90+45).
- viii. The EMD may be forfeited if bidder:
 - Withdraws his participation from the Proposal during the period of validity of the Proposal;
 - Fails to extend the validity if required and as requested or
 - Fails to produce Performance Bank Guarantee in case of award of tender within fifteen (15) working days of award of LOI or awarding contract whichever is earlier

9. Instructions for preparation of proposals

The Bidder must comply with the following instructions during preparation of Proposals:

- i. The original proposal (Technical Proposal and Financial Proposal) shall be uploaded on https://tourism.euniwizarde.com. The documents uploaded shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be authenticated by the persons or person who sign(s) the proposals.
- ii. An authorized representative of the firm should authenticate all pages of the Technical and Financial Proposals. The authorization in the form of Power of Attorney for the representative of the firm to sign the proposal should be attached.
- iii. The index of the bids should clearly reflect the list of documents requested in the technical bid. All pages in the bid should be numbered.
- iv. The Technical Proposal and the Financial Proposal should be uploaded on https://tourism.euniwizarde.com as per the guidelines enumerated in section 9 of this document.
- v. The Proposal should be submitted on or before **1500 Hrs. on 21st July 2020**
- vi. No Proposal will be accepted after the deadline for submission and in the event of any proposal being received after the closing time for submission of proposals, the same shall be returned un-opened.

9.1 Technical Proposal

The Technical Proposal must include the following:

- i. Power of Attorney to sign the proposal
- ii. Documents to fulfill the requirements for Minimum Eligibility Criteria mentioned in Section 7.
- iii. Letter of Technical Proposal Submission (as per the format at Annexure I)

- iv. Declaration of ineligibility for corrupt or fraudulent practices Documents (as per the format at Annexure III)
- v. EMD in the form of Bank Guarantee as per format given in Annexure VI from a scheduled Nationalized/ Commercial Bank for INR 10,00,000/- (INR Ten Lakhs only) drawn in favour of the "Pay & Accounts Officer, Ministry of Tourism, Government of India, New Delhi" payable at New Delhi, as detailed in clause 8.2 of this document.
- vi. Format for Past experiences (as per the format at Annexure VIII)
- vii. Format for CVs for proposed professional staff (as per the format at Annexure IX)

The documents submitted by the bidders for Eligibility Criteria and Technical Evaluation Criteria shall be kept confidential by Ministry of Tourism till the process of selection are completed.

9.2 Financial Proposal

The Financial Proposal must include the following:

- i. Letter of Financial Proposal Submission (as per the format at Annexure -II)
- ii. All costs associated with the Assignment should be included in the Financial Proposal as per format given in Annexure V. 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.
- iii. Format for Financial Bid submission is provided in Annexure V.
- iv. For avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall be paid only GST over and above the cost quoted in the Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per applicable Laws.
- v. In case of any additional cost involved in any work, the same should be included within the relevant item of work detailed in Annexure V.

10. Submission and opening of proposals

10.1 Bid Submission

- i. All the bids must be valid for a period of 90 days from the last date of bid submission. No request will be considered for price revision during the contract period. If necessary, Ministry of Tourism will seek extension in the bid validity period beyond 90 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.
- ii. Proposal should be submitted on <u>https://tourism.euniwizarde.com</u>
- iii. Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.

- iv. Bidders shall indicate their rates in clear/visible figures as well as in words as provided in the format at Annexure V. In case of any mismatch/ calculation mistake in the cost quoted in the table format and the total cost quoted, the bid will be treated as non-responsive. Further, in case of any difference in the rates quoted in words and in figures, the bid will be treated as non-responsive.
- v. The interested bidders may submit their Bid on or before the time mentioned in Section 1: Data Sheet
- vi. Financial bid may be submitted as per the format for quote details for financial bid (refer to Annexure V: Financial Bid format)

10.2 Bid Opening

The bids will be opened on the website in the presence of bidder's representatives who choose to attend the Bid opening sessions. However, bidders may keep themselves updated about process through online login on the bidding site. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Ministry of Tourism, the Bids shall be opened at the same time and location on the next working day. Ministry of Tourism will open the **Technical and Financial proposals for Appointment of Consultants for Program Management Unit (PMU) for Adopt a Heritage Project** for all the bidders who submitted the proposals within the bid submission deadline.

10.2.1 Opening of "Technical Proposal for Appointment of Consultants as Program Management Unit (PMU) under Adopt a Heritage Project"

- The Technical Proposal for Appointment of Consultants as Program Management Unit (PMU) under Adopt a Heritage Project" of the bidders will be opened in the bid-opening session in the presence of the bidder's representatives. However, the bidders may keep themselves updated about the status of bid through online login on the e-tendering website https://tourism.euniwizarde.com.
- Bids received without Earnest Money Deposit (EMD) will be rejected straight way.

10.2.2 Financial Proposal for Appointment of Consultants as Program Management Unit (PMU) under Adopt a Heritage"

- For the purpose of opening of financial bids, Ministry of Tourism shall shortlist only those agencies who are technically qualified (bidder securing 70% and above marks in technical evaluation). Technically qualified bidders would be called to attend opening of financial bids.
- The Financial Bids of technically unsuccessful bidders would not be opened and shall be destroyed unopened by the Ministry of Tourism in due course.
- The Financial Proposal for Appointment of Consultants as Program Management Unit (PMU) under Adopt a Heritage Project" shall be opened in the presence of qualified bidders' representatives on a date and time which will be duly notified.

However, the technically qualified bidders may keep themselves updated about the status of the bids through online login on the e-tendring website.

11. Evaluation of proposals

The Selection Method will be Quality cum Cost Based System (QCBS) where bidder will also be evaluated based on a technical presentation. The criteria will be 70:30 where 70% weight-age will be given to Technical Bid and 30% weight-age to Financial Bid.

11.1 Technical Evaluation

- i. Ministry of Tourism will constitute a Consultancy Evaluation Committee (CEC) to evaluate the responses of the bidding agencies.
- ii. If there is only one bid, Ministry of Tourism reserves the right to process the single bid or take recourse to the process of re-tendering.
- iii. The CEC constituted by the Ministry of Tourism shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- iv. All proposals received within the prescribed time limit will be scrutinized to assess their eligibility based on the eligibility criteria and submission of documents as mentioned in Section 6 under the heading "Minimum Eligibility Criteria" of this document. The proposals which do not meet the eligibility criteria, will be rejected, forthwith, or at any stage of detection.
- v. The selection will be comprised of evaluation of "Technical Proposals" of only those Agencies which meet minimum eligibility criteria, followed by evaluation of "Financial Proposals" of only those Agencies which get a score of 70% or more in the technical evaluation.
- vi. Any effort by a bidder to influence Ministry of Tourism bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.
- vii. When deemed necessary, Ministry of Tourism may seek clarifications on any aspect of their bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their bid has been accepted.
- viii. Ministry of Tourism may waive any minor infirmity or non-conformity in a bid, provided such waiver does not prejudice or affect the relative ranking of any other bidder.
- ix. Ministry of Tourism reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders, of any obligation to inform the affected bidder of the grounds for Ministry of Tourism's action and without assigning any reasons

11.1.1 Technical Evaluation Criteria

Sr. No.	Parameters	Maximum Marks
1.	 Experience in Project Management Consultancy for State / Central Government Departments for the last 5 years. Experience in handling central / state programs and schemes including implementation framework, project identification & selection, governance mechanism etc. Understanding of the established procedures of the Government relating to approvals, procurement etc. 	25 (5 marks per project)
2.	Experience in undertaking Tourism sector PPP projects for State / Central Government Departments in last 5 years	20 (4 marks per project)
3.	 Relevant experience in e-Governance and digital projects in tourism sector, with government entities in India with consulting fee of more than INR 2 crores in last 5 years. The scope of work shall include tourist experience enhancement through digital interventions and e-governance advisory for tourism projects. 	10 (2 marks per project)
4.	Proposed resources and experience of the core management team in undertaking projects in tourism management.	15 (5 marks for each personnel/team member proposed)
5.	 Technical presentation to be made to the Technical Evaluation Committee based on the Understanding of the Adopt a Heritage project: Approach & Methodology (including implementation framework, project identification & selection, governance mechanism etc.) Understanding of the established procedures of the Government relating to approvals, procurement, etc. Understanding of digital and smart technologies, and how they can be utilized for enhancing the effectiveness of the project Proposed approach and methodology should reflect deep understanding and experience in the field of implementation of the Government Projects (Centre or State) including those in PPP, digital technologies, tourism sector, smart cities 	30

11.2 Financial Evaluation

- i. The financial bids of only technically qualified bidders will be opened in the presence of bidders' representatives.
- ii. CEC would scrutinize the financial bids. The bids found lacking in strict compliance to the financial bid format shall be rejected straightaway.
- iii. **Financial bids will be evaluated based on total price.** Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected. Conditional tenders shall NOT be accepted on any ground and shall be rejected straightway
- iv. For consideration of their bids, the bidders must quote rates for all the resources in the detailed financial bid (refer to Annexure V: Financial Bid format)
- v. For avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under Financial Proposal. The Applicant shall be paid only GST over and above the cost quoted in the Financial Proposal. All payments shall be subjected to deduction of taxes at source as per applicable Laws.

11.3 Overall Evaluation

Selection of Consultancy firm will be based on the **aggregate scores** of the **Technical Evaluation** and **Financial Evaluation**. The **Consultancy firm which scores the highest aggregate score would be awarded the contract**.

The overall evaluation process is mentioned below:

- i. The CEC would evaluate the proposals for short listing only those bidding agencies which fulfill the minimum eligibility criteria as mentioned in this document.
- ii. CEC would evaluate the technical bids of only the shortlisted agencies.
- iii. CEC would evaluate the financial bids of only those agencies which score at least 70% or above marks in the technical evaluation phase.
- iv. For each of the bidders, a Normalized Commercial Score would be calculated by the Financial Evaluation Committee. The methodology for calculation of Normalized Commercial Score is given below:

Normalized Commercial Score of a Bidder = {Lowest Financial Bid / Financial Bid of the bidder under consideration} X 100 (adjusted to 2 decimals)

Final Score= 0.70 * Technical Score + 0.30 * Normalized Commercial Score

12. Award of Contract / Work order

On selection of the agency and acceptance of financial quote submitted by the selected agency, a Letter of Intent (LOI) would be issued to the agency. On receipt of LOI, the agency would submit a letter of acceptance. A performance guarantee Para 12 below will be submitted within 15 working days of receiving LOI. Thereafter, a detailed work order will be issued to the agency.

13. Submission of Performance Guarantee

The selected agency must submit Performance Guarantee (PBG) in the form of Bank Guarantee as per format in Annexure IV from a scheduled bank for 10% of the total contract value having validity of 60 days beyond the date of completion of the two years of contract. In case of contract is extended for one year, the selected agency shall again submit Performance Guarantee (PBG) for the extended period having validity of 60 days beyond the extended date of contract.

In case of any deficiency and unsatisfactory performance by the agency, the Performance Guarantee would be invoked and the payment due to the agency would be withheld. No interest will be paid by Ministry of Tourism on the Performance Guarantee. In the event of any amendments to Agreement, the Bidder shall within 15 days of receipt of such amendment furnish the amendment to the Performance Guarantee as required.

14. Terms of Payment

- i. No advance payment will be made by the Ministry of Tourism
- ii. Payments will be made every month, basis of the Biometric attendance of the appointed personnel as per their required deployment plan. The consultant will submit a Monthly Performance Report which should be duly signed by the authorised Ministry of Tourism representative.
- iii. A constituted Consultancy Evaluation Committee (CEC) to review the performance of consultants. The committee may suggest measures in case of shortfall in delivery of work and may also impose penalty in case the work is not performed to the satisfaction of the Ministry of Tourism.
- iv. The agency would submit an invoice in triplicate with supporting documents, if any, to Ministry of Tourism for payment every month. After completion of the due procedures in the Ministry, payment will be made by electronic transfer of funds to the bank account of the agency concerned in India Rupees
- v. GST, as applicable, will be paid on actual
- vi. For facilitating Electronic Transfer of funds, the selected agency will be required to indicate the name of the Bank & Branch, account no. (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the agency

15. Terms and Conditions

15.1 Indemnity and Limitation of Liability

- i. The "Indemnifying Party" undertakes to indemnify, hold harmless the "Indemnified Party" from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement
- ii. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party
- iii. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:
 - Indemnified Party's misuse or modification of the Service;
 - Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
 - Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;

However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either:

- Procure the right for Indemnified Party to continue using it
- Replace it with a non-infringing equivalent
- Modify it to make it non-infringing

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

- iv. The indemnities shall be subject to the following conditions:
 - a. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - b. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence;
 - c. if the Indemnifying Party does not assume full control over the Defence of a claim as provided in this Article, the Indemnifying Party may participate in such Defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem

appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

- d. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- e. all settlements of claims subject to indemnification under this Clause will:
 - be entered only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - f. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
 - g. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss because of such a claim or proceedings;
 - h. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and if a Party makes a claim under the indemnity set out under this section, in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages)
- v. The Bidder shall indemnify the Ministry of Tourism from and against any costs, loss, damages, expense, and claims arising from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:
 - any negligence or wrongful act or omission by the Bidder or any third party associated with the Bidder in connection with or incidental to this Contract; or
 - any breach of any of the terms of the Bidder's Bid as agreed, the RFP and this Contract by the Bidder
 - any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof
- vi. The Bidder shall also indemnify the Ministry of Tourism against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc.
- vii. The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event

exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in this Section

- viii. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set forth in Point 1 of this section) even if it has been advised of their possible existence
- ix. The allocations of liability in this section represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts
- x. Regardless of anything contained (except for the Bidder's liability for bodily injury and/ or damage to tangible and real property for which it is legally liable and it's liability for patent and copyright infringement in accordance with the terms of this Agreement) the total liability of the Bidder, is restricted to the total value of the contract and the Bidder is not responsible for any third party claims

15.2 Force Majeure

Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing enough and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

15.3 Termination

The Ministry of Tourism may, terminate this Contract in whole or in part by giving the Bidder 90 days written notice indicating its intention to terminate the Contract under the following circumstances

i. Where the Ministry of Tourism believes in event of default on the part of the Bidder / Bidder's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.

- ii. Where it comes to the Ministry of tourism's attention that the Bidder (or the Bidder's Team) is in a position of actual conflict of interest with the interests of the Ministry of Tourism, in relation to any of terms of the Bidder's Bid, the RFP or this Contract.
- iii. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the Ministry of Tourism shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.
- iv. Termination for Insolvency: The Ministry of Tourism may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Ministry of Tourism.
- v. Bidder may terminate this Agreement, or any Services, immediately upon written notice to Client if bidder reasonably determines that bidder can no longer provide the Services in accordance with applicable law or professional obligations.

15.3.1 Consequence of Termination

If the Ministry of Tourism or the Bidder, terminates this Agreement pursuant and depending on the event of default, the Ministry of Tourism shall be responsible for paying for services of the bidder rendered up to the date of termination.

15.4 Arbitration

- i. Amicable Settlement If, due to unforeseen reasons, problems arise during the progress of the contract leading to disagreement between the Ministry of Tourism and the Consultant, both the Ministry of Tourism and the Consultant shall first try to resolve the same amicably by mutual consultation. If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then, depending on the position of the case, either Ministry of Tourism or the Consultant can give notice to the other party of its intention to commence arbitration and the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996
- ii. Arbitration in the case of dispute arising between the Ministry of Tourism and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under the Arbitration Act, 1996. For appointment and composition of Arbitral Tribunal both parties can mutually agree on the number of arbitrators (which cannot be an even number) to be appointed. In case there is no agreement, a single (sole) arbitrator may be appointed. The parties can mutually agree on a procedure for appointing the arbitrator or arbitrators, or else in case of arbitration with three arbitrators, each party will appoint one arbitrator and the two appointed arbitrators will appoint the third arbitrator, who will act as a presiding

arbitrator. If one party fails to appoint an arbitrator within 30 (thirty) days, or if the two appointed arbitrators fail to agree on the third arbitrator, then the court may appoint any person or institution as arbitrator. In case of an international commercial dispute, the application for appointment of arbitrator has to be made to the Chief Justice of India. In case of other domestic disputes, the application has to be made to the Chief Justice of the High Court within whose jurisdiction the parties are situated.

iii. Place of Arbitration proceedings shall be held in India at New Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

15.5 Jurisdiction

The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and are in force for the time being are applicable to this contract tender.

15.6 Confidentiality

Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

16. Additional Information to bidders

- i. Consortium is NOT allowed for this project.
- ii. Sub-contracting the work to other consultants is NOT allowed for this project.
- iii. Period of validity of the proposal is 90 days from the closing date of the proposal submission.
- iv. The Bidder shall bear all costs associated with the preparation / submission of bid, presentations / demonstration during technical evaluation of the bid. Ministry of Tourism will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- v. Ministry of Tourism reserves the right to accept or reject any or all the bids in part or full without assigning any reason whatsoever.
- vi. The bids should be clear in all respects. Conditional, erroneous and incomplete bids will be rejected outright.
- vii. The bid as well as all related correspondence exchanged by the Consultants and Ministry of Tourism shall be written in English language, unless specified

otherwise. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

- viii. Ministry of Tourism reserves its right to summarily reject offer received from any Consultants on national security considerations, without any intimation to the bidder.
- ix. Ministry of Tourism reserves the right to place an order for the full or part quantities under any items of work under scope of work.
- x. Consultants submitting proposals will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- xi. Ministry of Tourism reserves its right not to accept bids from Consultants resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government Investigating Agencies / Vigilance Cell.
- xii. Any amendments / corrigendum to the RFP document would be uploaded on the official website of the Ministry of Tourism, www.tourism_gov.in and the tender website of Government of India www.eprocure.com.
- xiii. Compliant Bids/Completeness of Response
- xiv. It is to be ensured that the complete information as required by this office may be furnished by the bidders in the prescribed format. Formats submitted with incomplete information and not conforming to the requirements are liable to be rejected.
- xv. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.Failure to comply with the requirements of this paragraph may render the bid non-compliant and the bid may be rejected. Bidders must:
 - ✓ Include all documentation specified in this RFP, in the bid
 - ✓ Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP
 - ✓ Comply with all requirements as set out within this RFP
- xvi Conditional bids shall not be considered and will be out rightly rejected in very first instance.
- xvii Each page of the tender should be signed by the bidder or by his authorized signatories with seal of the agency.

17. Right to Vary Quantity

At the time of award of contract, the quantity of manpower resources and services originally specified in the bidding documents may be increased/decreased. It shall be without any change in the service charge or other terms and conditions of the Bid and the bidding documents. If the Ministry of Tourism does not procure/engage any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

18. Withdrawal, Substitution, and Modification of Bids

- i. A Bidder may withdraw the Bid or re-submit the Bid (technical and/or financial) as per the instructions/ procedure mentioned at e-Procurement website
- ii. Bids withdrawn shall not be opened and processed further.
- iii. The Consultants would indemnify Ministry of Tourism against any claim of copyright violation / plagiarism, etc.
- iv. Bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that bidder own in performing the Services. Notwithstanding the delivery of any Reports, bidder retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that bidder compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.

Interested Consultants may submit bids as per the requirements stipulated in this document latest by **<u>1500 Hrs. on 21st July 2020</u>**.

Annexure I: Letter for Technical Bid Submission

To be provided on 'Company Letterhead'

The Joint Director General (Travel Trade), Ministry of Tourism Transport Bhawan, 1, Parliament Street, New Delhi

Subject: Letter of Technical Bid Submission

Madam / Sir,

This has reference to the Ministry of Tourism's RFP no. <<<>>> dated <<<>>>for" Appointment of Consultants as Program Management Unit (PMU) under Adopt a Heritage Project for Project"

In this context, please find enclosed our technical bid in respect of RFP document submitted above.

I/We as the authorized representative(s) of the agency hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the implementation services immediately in consultation with the Ministry and as per the provisions stipulated in the RFP document. We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the RFP document.

We understand that the Ministry of Tourism is not bound to accept any Proposal received by it.

Thanking you,

Name of the Bidder:

Authorised Signatory:

Name:

Seal:

Date:

Place:

Annexure II: Letter of Financial Bid Submission

To be provided on 'Company Letterhead'

The Deputy Director General (Travel Trade), Ministry of Tourism Transport Bhawan, 1, Parliament Street, New Delhi

Subject: Letter of Financial Bid Submission.

I/We as the authorized representative(s) of the agency hereby offer to undertake the assignment of "Appointment of Consultants as Program Management Unit (PMU) under Adopt a Heritage Project for Project" for the Ministry of Tourism, Govt. of India in accordance with your RFP document no. <<<<>>>> dated <<<<>>>>>.

Our financial bid as per the requirements of RFP document is attached. The financial proposal is exclusive of taxes, which will be claimed as applicable and as per actual.

Our financial bid shall be binding upon us, up to completion of the period of the contract as specified in the RFP document.

We understand that the Ministry of Tourism is not bound to accept any Proposal received by it.

Thanking you,

Name of the Bidder:

Authorised Signatory:

Name:

Seal:

Date:

Place:

Annexure III: Declaration of ineligibility for corrupt or fraudulent practices

To be provided on 'Company Letterhead'

The Deputy Director General (Travel Trade), Ministry of Tourism, Govt. of India Transport Bhawan, 1, Parliament Street, New Delhi

Subject: Declaration of ineligibility for corrupt or fraudulent practices.

Madam / Sir,

In this context, I, as an authorized representative(s) of company, declare that presently our Company is not declared ineligible / blacklisted for corrupt & fraudulent practices, by any State/ Central government/ PSU.

If this declaration is found to be incorrect, then without prejudice to any other action that may be taken, our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Name of the Bidde	r:
number and blade	• • • • • • • • • • • • • • • • • • • •

Authorised Signatory:

Name:

Seal:

Date:

Annexure IV: Format of Performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <name of the supplier and address> (hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Consultancy services for Program Management Unit (PMU) under Adopt a Heritage Project for the Ministry of Tourism (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <Insert Date>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

S. No.	Resource	No of Resource	(excluding GST)	Price (in INR) per month	(Contract Period)	Total Price (in INR) for Contract
		Number	per month per		(D) No. of months	(E = C * D)
1.	Project Management expert (Project Leader)	1			24	
2.	Project Planning Expert	1			24	
3.	Management Consultant	1			24	
		(in INR) (e (in words):	excluding GS	ST)	>	<>

Note: In case of any mismatch/calculation mistake in the cost quoted in S. No. 1 to S. No 3 of the table and the total cost quoted, the bid will be treated as non-responsive. Also, in case of any difference in the rates quoted in words and in figures, the bid will be treated as non-responsive

To,

The Deputy Director General (Travel Trade),

Ministry of Tourism

Transport Bhawan,

1, Parliament Street,

New Delhi - 110001

Whereas M/s <<Name of Bidder>>, a company incorporated under the Indian companies Act, its registered office at/ (hereinafter called 'the Bidder') has submitted its Proposal dated ------ for Appointment of Consultants as Program Management Unit (PMU) under Adopt a Heritage Project for Project (hereinafter called "the Bid") to Ministry of Tourism.

THE CONDITIONS of this obligation are:

- 1. If the Bidder, having been notified of the acceptance of its Proposal by the Client during the period of validity of Proposal
 - Withdraws his participation from the Proposal during the period of validity of Proposal document;
 - Fails to extend the validity if required and as requested or
 - Fails to produce Performance Bank Guarantee in case of award of tender within 15 days of award of Letter of Intent (LOI) or awarding contract whichever is earlier

We undertake to pay to the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or any or a combination of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the period of bid validity and its validity should be extensible to 45 days beyond the bid validity date. Any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

Annexure VII: Format to share Pre-Bid Queries

Name:						
Addres	ss:					
Name and Position of Person submitting request:						
Telephone/Mobile Number:			ber:			
Email ID:						
Fax:						
Sr. No.	RFP Page No.	RFP Section/ Sub- section No.	Sub-s	ection/ section itle	Content of the RFP requiring clarification	Query or point of clarification required
1.						
2.						
3.						
4.						
5.						

Assignment Name	Name of primary bidder					
Name of Client	Location					
Address	Duration					
Start Date and End Date	Contract Value (in INR)					
Description of Project						
Description of services provided						

Annexure IX: Format for CVs for proposed professional staff

Proposed Position	
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						<u> </u>	
Name of Expert							
Date of Birth							
Education			Degree(s) or Diploma(s) obtained:			Year	
Membership in					1		
Professional							
Associations							
Countries of work							
experience							
Language Skills:	Language	Reading		Speaking		Writing	
Employment Record:	From [Year]: Emp To [Year]:		loyer:	Positi		on held:	
			,				
Work Undertaken tha	t Best Illustrate	es Capab	ility to Ha	ndle the	Tasks	Assigned	
Name of Assignment	or project:						
Year:							
Location:							
Client:							
Main project features							
Position held:							
Activities Performed:							
Certification							
I, the undersigned, ce							
describes myself, my							
the assignment in case of an award. I understand that any misstatement or							
misrepresentation described herein may lead to my disqualification or dismissal by the							
Client, and/or sanctions by the Bank.							
Name of Expert: Signature:							
Date:							
Name of authorized Representative of the Consultant:							
Signature:							
Date:							