

**Request for Proposal [RFP]**  
**for**  
**Selection of Project Management Consultant / Transaction Advisor for**  
**implementation of Tented Accommodation under Champion Service**  
**Sector Scheme**



सत्यमेव जयते

**Vol 1 of 2**

**23rd February, 2021**

**Ministry of Tourism**  
**Government of India**

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## **Disclaimer**

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Bidders, 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 Bidders 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 Bidders 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 Bidder 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 Bidder 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 Bidders 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 Bidder 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 Bidder 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 a Bidder or to appoint the Selected Bidder, 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 Bidder 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 Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## **1. INTRODUCTION**

### **1.1. Background**

Ministry of Tourism, Government of India (hereafter mentioned as “**Authority**”) intends to appoint a Project Management Consultant / Transaction Advisor (hereafter mentioned as “**Consultant**”) for implementation of Tented Accommodation under the tourism component of the Champion Service Sector Scheme of Government of India.

### **1.2. Request for Proposal**

The Authority invites proposals from interested firms (the “**Proposals**”) for selection of a Consultant, who shall assist the Authority as per the scope of work specified at **Schedule-1** (the “**TOR**”). 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 Bidders**

Bidders are encouraged to inform themselves fully about the assignment before submitting the Proposal and attending a Pre-Proposal Conference.

### **1.4. Download of RFP Document**

RFP document can be downloaded from the official website of the Ministry of Tourism [www.tourism.gov.in](http://www.tourism.gov.in) and the tender portal of the Government of India [www.eprocure.gov.in](http://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 separately. 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 Bidders 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**.

## 1.7. Currency conversion rate and payment

- 1.7.1. For the purposes of technical evaluation of Bidders, Rupees 75 (seventy-five) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
- 1.7.2. The Monthly Fee shall be quoted and paid in INR only. All payments to the Consultant shall be made in INR in accordance with the provisions of the Contract.

## 1.8. Schedule of Selection Process

- 1.8.1. The Authority would endeavor to adhere to the following schedule:

Sno	Event Description	Date/Days
1.	Release of RFP	T (23.02.2021)
2.	Last date for receiving queries/ clarification	T + 10 (04.03.2021)
3.	Pre-Bid Conference	T + 12 (08.03.2021)
4.	Authority response to queries	T + 20 (15.03.2021)
5.	Proposal Due Date or PDD	T + 35 (30.03.2021)
6.	Opening of Proposals	T + 36 (31.03.2021)
7.	Letter of Award (LOA)	To be declared later
8.	Validity of bids	90 days from PDD

- 1.8.2. It is advised that the bidders may submit their bids only after T+20 i.e. after the pre-bid meeting and publishing of replies to queries therein. In case of delay on account of authority's response, the bidders are advised to keep on checking the official websites [www.tourism.gov.in](http://www.tourism.gov.in) / [www.eprocure.gov.in](http://www.eprocure.gov.in) for any corrigendum, addendum or any communication in this regard. **Proposal due date (PDD)** is **30.03.2021** by 11:00 Hrs.

## 1.9. Pre-Bid Queries

Prospective Bidders may submit the queries regarding the document as per the timelines given in **Clause 1.8**. The queries must be asked in the following format:

Sno.	Relevant	Page	Query
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	Clause of RFP	No of RFP	

### **1.10. Pre-Bid Conference**

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

**Date** : 08.03.2021  
**Time** : 15:00 Hrs.  
**Venue** : Manthan, Conference Room,  
Ministry of Tourism,  
Transport Bhawan, 1 Parliament Street  
New Delhi 110001

1.10.2. Further details regarding the Pre-bid will be updated on the official website of the Authority. Bidders may register for the same on or before **04.03.2021** by submitting the following details of their representatives attending the pre-bid conference at the email address mentioned in clause 1.11: Name, Designation, Company, Mobile number, Email Address.

1.10.3. A maximum of two representatives of each bidder shall be allowed to participate on production of an authority letter from the Bidder.

1.10.4. During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

### **1.11. Communications**

1.11.1. All communications including the submission of Proposal should be addressed to the Nodal Officer:

The Deputy Secretary (Swadesh Darshan),  
Room no. 127, Transport Bhawan, 1,  
Parliament Street, New Delhi  
Tel. 011-23731925  
e-mail: rajesh.s80@gov.in;

1.11.2. The Official Website of the Authority is: [www.tourism.gov.in](http://www.tourism.gov.in)

**Note:** Please open CPPP - Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) to access all the posted and uploaded documents related to this RFP.

1.11.3. All communications should have the following information, marked at the top in bold

***“Request for Proposal (RFP) for Selection of Project Management Consultant/  
Transaction Advisor for implementation of Tented Accommodation under Champion  
Service Sector Scheme”***

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1. Scope of Proposal

- 2.1.1. Detailed description of the objectives, scope of services and other requirements relating to this Consultancy are specified in this RFP. In case, a firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process in response to this invitation.
- 2.1.2. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.3. Bidders 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. Bidders 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.
- 2.1.4. The Bidder 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 Bidder shall be required to enter into an agreement with the Authority **specified in Volume - 2**.

#### 2.2. Consortium of firms

No Consortium of firms shall be allowed. Therefore, no details in respect of consortium may be submitted as the same will be ignored.

#### 2.3. Conditions of Eligibility of Bidders

- 2.3.1. Bidders must read carefully the minimum conditions of eligibility (the **"Conditions of Eligibility"**) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.3.2. To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following:

##### (A) Technical Capacity

*The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken*

*a minimum of 1 (one) Eligible General assignments as specified in clause 3.1.3 a) and a minimum of 1 (one) Eligible Specific assignments as specified in clause 3.1.3 b).*

**(B) Financial Capacity**

*The Bidder shall have minimum average annual revenue of INR 100 Crore (Rupees one Hundred Crore only) from consultancy assignments during each of the last three financial years (2016-17, 2017-18 & 2018-19) preceding the PDD. For the avoidance of doubt, professional fees hereunder refer to fees received by the Bidder for providing advisory or consultancy services to its clients.*

**(C) Availability of Key Personnel**

The Bidder shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (D) below.

**(D) Conditions of Eligibility for Key Personnel**

The Bidder shall offer and make available all Key Personnel as per the TOR. Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

**(i) Minimum one year on payroll of the Bidder**

All the Key Personnel proposed for the assignment shall be on the pay roll of the Bidder for a period of minimum 1 year on the date of PDD.

**(ii) Minimum Qualification and Experience of Key Personnel**

Sn	Key Personnel	Minimum Educational Qualifications <sup>1</sup>	Length of Professional Experience	Experience on Eligible Assignment
1	Team Leader - cum-PPP	Master's degree in Management	Minimum of 10 years' experience	S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific

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<sup>1</sup> For degrees obtained from the accredited foreign Boards/universities, the applicant shall furnish a self-declaration on the academic equivalence to the 'Minimum Educational Qualifications'.

<b>Sn</b>	<b>Key Personnel</b>	<b>Minimum Educational Qualifications<sup>1</sup></b>	<b>Length of Professional Experience</b>	<b>Experience on Eligible Assignment</b>
	<b>Expert</b>	(MBA/PGDBM)		Assignments
<b>2</b>	<b>Tourism Expert</b>	Post-Graduate in Tourism / Management / Planning / Hospitality	Minimum 7 years of experience	S/he should have undertaken a minimum of 2 (two) Eligible Specific Assignments
<b>3</b>	<b>Finance Expert</b>	Master's in Management (MBA/PGDBM)/ Economics/ Finance / CA	Minimum 7 years of experience	S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific Assignment
<b>4</b>	<b>Civil Engineer</b>	Graduate in Civil Engineering	Minimum 5 years of experience	S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific Assignment

### 2.3.3. Certificate regarding total revenue from consultancy assignment

The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors<sup>\$</sup> stating its total revenues from consultancy assignments 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 Bidder 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 Bidder.

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<sup>\$</sup> No separate annual financial statements should be submitted

#### 2.3.4. Power of Attorney

The Bidder should submit a Power of Attorney as per the format at **Form - 3 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 Bidder.

#### 2.3.5. Entities barred by Government/ PSUs

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.

#### 2.3.6. Past performance of the Bidder

A Bidder 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 Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

#### 2.3.7. While submitting a Proposal, the Bidder 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, Bidders may format the specified forms as per requirement, making due provision for incorporation of the requested information.

### 2.4. Conflict of Interest

#### 2.4.1. A bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall take action as per bid security declaration.

#### 2.4.2. 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.

- 2.4.3. 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. [Refer Schedule 2 for guidance note]

## **2.5. Number of Proposals**

No Bidder shall submit more than one bid for the Consultancy. A Bidder applying individually or as an Associate shall not be entitled to submit another bid.

## **2.6. Cost of Proposal**

The Bidders 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.

## **2.7. Acknowledgement by Bidder**

It shall be deemed that by submitting the Proposal, the Bidder 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 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.

## **2.8. Authority not to be liable**

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.

## **2.9. Right to reject any or all Proposals**

2.9.1. 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.

2.9.2. Without prejudice to the generality of Clause 2.8., the Authority reserves the right to reject any Proposal if:

- (a). At any time, a material misrepresentation is made or discovered, or
- (b). The Bidder 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 Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest-ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, 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**

### **2.10. Contents of the RFP**

2.10.1. This RFP comprises of two volumes as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.12:

#### **Request for Proposal**

##### **Volume 1**

- 1 Introduction
- 2 Instructions to Bidders
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 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 Bidder
- Form 3 : Power of Attorney
- Form 4 : Financial Capacity of the Bidder
- Form 5 : Abstract of Eligible Assignments of the Bidder
- Form 6 : Eligible Assignments of Bidder
- Form 7 : Particulars of Key personnel(s)
- Form 8 : Curriculum Vitae (CV) of Key Personnel(s)
- Form 9 : Proposed Approach & Methodology
- Form 10: Bid Security Declaration

## **Appendix – II: Financial Proposal**

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

## **Checklist for bid submission**

### **Volume 2**

1. Form of Contract
2. General Conditions of Contract
3. Appendices

### **2.11. Clarifications**

- 2.11.1. Bidders requiring any clarification on the RFP may submit their queries online to the Authority through CPP portal <https://eprocure.gov.in/eprocure/app> by logging in through their registered email id before the date mentioned in the Schedule of Selection Process at Clause 1.8.
- 2.11.2. 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.

### **2.12. Amendment of RFP**

- 2.12.1. 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 Bidder, modify the RFP document by the issuance of Addendum/ Amendment/ Corrigendum and posting it on the

Official Website.

- 2.12.2. All such Addendum/ Amendment/ Corrigendum will be notified on the Official Website along with the revised RFP if required containing the amendments and will be binding on all Bidders.
- 2.12.3. In order to afford the Bidders 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**

### **2.13. 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.

### **2.14. Format and signing of Proposal**

- 2.14.1. The Bidder 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.
- 2.14.2. The Bidder shall submit its bid in the electronic form on or before the date and time as mentioned in the Schedule of Selection Process at **Clause 1.8**.
- 2.14.3. Bids along with all the scanned copies of the document should be submitted in the electronic form only through CPPP e-tendering system as mentioned above. Before the bid documents are uploaded, all attached documents should be digitally signed using digital signatures by the authorized representative (the “**Authorised 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 Authorized Representative of the Bidder.

A copy of the Power of Attorney certified under the hands of a partner or director of the Bidder and notarized by a notary public in the form specified in **Appendix-I (Form-3)** shall be uploaded along with the Proposal.

- 2.14.4. The following documents shall be sent separately to the Authority in original through Speed Post / Registered Post or delivered by hand to the person specified in the **Clause 1.11.1** in a sealed envelope on or before the Bid Due Date, failing which the Bid shall be rejected:

(a). Power of Attorney as required under **Clause 2.14.3 (c)**; and

The envelope specified in this clause 2.14.3 shall clearly bear the following identification:

***“ Selection of Project Management Consultant / Transaction Advisor for implementation of Tented Accommodation under Champion Service Sector Scheme”***

If this 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 Bid and consequent losses, if any suffered by the bidder.

- 2.14.5. Bidders should note the Proposal Due Date, 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 uploaded on the CPP portal by the closing time of Proposal Due Date as specified in **Clause 2.17.1**. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of **Clause 2.24**.

## **2.15. Technical Proposal**

- 2.15.1. Bidders shall submit the technical proposal in the formats at **Appendix-I** (the **“Technical Proposal”**).

- 2.15.2. While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- (a). The Bid Security Declaration 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 have been proposed only if they meet the Conditions of Eligibility laid down at **Clause 3.1.3 (b)** of the RFP;
- (f). no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g). the CVs have been recently signed and dated in blue ink by the respective Personnel and digitally countersigned by the Bidder. A copy of the CV signed by Key Personnel, duly digitally countersigned by the authorised signatory, shall be accepted. Unsigned CVs shall be rejected;
- (h). the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (i). Professional Personnel proposed have good working knowledge of English language;
- (j). Key Personnel would be available for the period indicated in the TOR;
- (k). The proposal is responsive in terms of **Clause 2.22.3**.

2.15.3. Failure to comply with the requirements spelt out in this **Clause 2.15** shall make the Proposal liable to be rejected. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.15.4. The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder 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 Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.15.5. 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 Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA and if the Selected Bidder 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 Bidder or Consultant, as the case may be.

In such an event, the Authority shall execute the provision of Bid Security Declaration / forfeit and appropriate the 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.

## **2.16. Financial Proposal**

2.16.1. Bidders 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 Bidder’s Authorized Representative.

2.16.2. While submitting the Financial Proposal, the Bidder shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal, except the cost indicated in clause 2.16.2- ii & iii below. These shall normally cover remuneration for the personnel, surveys, equipment, printing of documents, food, OPEs, etc.
- (ii) GST at applicable rates shall be paid extra.
- (iii) 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.

2.16.3. Discrepancies/ non-conformities/ errors in the financial bid form will be addressed as follows:

- (i) If, in the cost structure quoted, there is discrepancy between the unit cost and total cost, the unit cost shall prevail and the total shall be corrected accordingly;
- (ii) If there is an error in the total corresponding to the addition and subtraction of the sub-totals, the sub-totals shall prevail and the total shall be reckoned; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail;
- (iv) Such a discrepancy in an offer will be conveyed to the tenderer asking him to

respond by a target date and if the tenderer does not agree to Procuring Entity's observation, the tender is liable to be rejected and considered unresponsive.

## **2.17. Submission of Proposal**

2.17.1. The Bidders shall submit electronically the Proposal with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be digitally signed by the Authorized Representative of the Bidder as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Bidder 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.

2.17.2. The proposal shall need to be submitted online on the CPP Portal itself; Manual/ Offline bids shall not be accepted under any circumstances. Also, **the Bidder shall have to separately send Power of Attorney in original to the Authority** as specified in the Clause 2.14.4.

2.17.3. The Technical and Financial bids must be submitted online in their respective folders, one clearly marked "Technical Proposal" and the other clearly marked "Financial Proposal". It is further provided that

(i). The folder marked —Technical Proposal shall contain:

**Technical Proposal in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 10 of Appendix-I and supporting documents; and**

(ii). The folder marked —Financial Proposal shall contain:

**Financial Proposal in the prescribed format (Forms 1 & 2 of Appendix-II).**

2.17.4. All pages of the Technical Proposal and Financial Proposal must be numbered and digitally signed by the Authorized Representative of the Bidder.

2.17.5. The complete Proposal must be submitted online on or before **1100 hours** on the Proposal Due Date specified in **Clause 1.8**. Proposals submitted by post, fax, telex, telegram, in-person or e-mail shall not be entertained.

2.17.6. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate pages and only information that is directly

relevant should be uploaded. This may include scanned photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

- 2.17.7. The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Consultancy by the Authority and discharge of all obligations of the Consultant under the Agreement.

**2.18. Proposal Due Date (PDD)**

- 2.18.1. Proposal should be submitted online on the CPP portal, on or before 1100 Hours on the Proposal Due Date specified at **Clause 1.8** in the manner and form as detailed in this RFP. The bidder is advised to retain the acknowledgement of the online submission of the bid for future reference.
- 2.18.2. The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with **Clause 2.12** uniformly for all Bidders

**2.19. Late Proposal**

Proposals submitted after the due date will not be accepted by the CPP portal and hence will automatically be rejected. The Authority will in no case be responsible if the bid is not submitted online within the specified timelines.

**2.20. Modification/ substitution of Proposals**

- 2.20.1. The bidder may modify, substitute, or withdraw its proposal by logging into the CPP portal prior to the proposal due date and time.
- 2.20.2. No Proposal shall be modified, substituted, or withdrawn by the bidder on or after the Proposal Due Date.
- 2.20.3. Any request for alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

**2.21. Bid Security Declaration**

The Bidder shall furnish as part of its Proposal, a "Bid Security Declaration" as per Form 11 - Appendix-I. Any Bid not accompanied by the 'Bid Security Declaration' will be rejected by the Authority as non-responsive.

## **D. EVALUATION PROCESS**

### **2.22. Evaluation of Proposals**

- 2.22.1. The Authority shall open the Proposals at **1400 hours** on the next working day after the Proposal Due Date via online bid opening. The folder of technical proposal shall be opened first. The folder of Financial Proposal shall be kept locked for opening at a later date.
- 2.22.2. Proposal withdrawn prior to proposal due date shall not be considered for evaluation.
- 2.22.3. Prior to detailed 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 signed, sealed & marked as stipulated in Clauses 2.14 and 2.17;
  - (d). It is accompanied by the Power of Attorney as specified in Clause 2.3.4;
  - (e). It contains all the information (complete in all respects) as requested in the RFP;
  - (f). It does not contain any condition or qualification; and
  - (g). It is not non-responsive in terms hereof.
- 2.22.4. 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.
- 2.22.5. The Authority shall subsequently examine and evaluate Proposals in accordance with the Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.22.6. After the technical evaluation, the Authority shall prepare a list of pre-qualified Bidders in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. **Before opening of the Financial Proposals, the list of pre-qualified Bidders along with their Technical Scores will be read out.** The opening of Financial Proposals shall be done in presence of respective representatives of Bidders, who are technically qualified and who choose to be present. The Authority will not entertain any query or clarification from Bidders 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.



- 2.22.7. Bidders 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.
- 2.22.8. 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 Bidder if the Consultancy is subsequently awarded to it.

## **2.23. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders 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.

## **2.24. Clarifications from bidders**

- 2.24.1. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder 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.
- 2.24.2. If a Bidder does not provide clarifications sought under Clause 2.24.1 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 Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **E. APPOINTMENT OF CONSULTANT**

### **2.25. Discussion**

- 2.25.1. The Selected Bidder may, if necessary, be invited for discussion with an objective to re-confirm 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 conversed during the discussion. In case the Selected Bidder

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 Bidder as unfit/ blacklisted for future bidding.

- 2.25.2. The Authority may examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Authority.

**2.26. Award of Consultancy**

After selection, a Letter of Award (the “LOA”) shall be issued by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, give letter of unconditional acceptance of the same. In case unconditional acceptance is not received within time, the Authority may, unless it consents to extension of time for submission thereof, take action as per bid security declaration.

**2.27. Submission of Performance Security**

The selected bidder will submit a Performance Security for a sum of 3% of the total contract value in the form of Bank Guarantee (BG) as per the format given in the appendix to the Draft Contract in Vol 2 of the RFP. Failure to submit the performance guarantee will lead to action as per bid security declaration.

**2.28. Execution of Agreement**

After submission of Performance Security in the form of Bank Guarantee, the selected Bidder shall execute the Agreement as per the draft given in Vol 2 of the RFP. The selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Consultant fails to sign the agreement within the stipulated time prescribed in the RFP or as may be agreed by the Authority, action shall be taken against the bidder as per bid security declaration.

**2.29. Commencement of Assignment**

The Consultant shall commence the Services within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed.

**2.30. Proprietary data**

Subject to the provisions of **Clause 2.22**, all documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders 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.



### 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 Bidder's relevant experience, Key personnel proposed for the assignment, Bidder's approach and methodology etc. This evaluation shall be done by a designated committee.

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

Sn	Criteria	Maximum Marks	Scoring Criteria
<b>1.</b>	<b>Project Experience</b>	<b>30</b>	
(i)	Experience in 3.1.2 (a)	20	2.5 marks for each eligible project
(ii)	Experience in 3.1.2 (b)	10	2.5 marks for each eligible project
<b>2.</b>	<b>Experience of Key Personnel</b>	<b>40</b>	
(i)	Team Leader cum PPP Expert	15	3 marks for each eligible project
(ii)	Tourism Expert	10	2 marks for each eligible project
(iii)	Finance Expert	10	2 marks for each eligible project
(iv)	Civil Engineer	5	1 mark for each eligible project
<b>3.</b>	<b>Proposed Approach &amp; Methodology</b>	<b>30</b>	
	Conceptual clarity / Understanding of the context / Approach to the project / Proposed Methodology / Detailed Work Plan	30	Evaluation will be based on the quality of submissions, including the presentation made by the Applicant. It will be preferred if the proposed key personnel make the presentation.
	<b>Total</b>	<b>100</b>	

#### 3.1.3. Eligible Assignments

For the purposes of determining Conditions of Eligibility and evaluating the Proposals under

this RFP, following assignments which are granted by the government, statutory authorities and public sector entities and has been undertaken in the last 5 (five) years preceding the PDD, shall be deemed as eligible assignments (the “**Eligible Assignments**”):

- (a) Experience of undertaking projects in India & abroad pertaining to transaction advisory services/ feasibility / consultancy services for PPP projects in any sector **(the “Eligible General Assignments”)**
- (b) Experience of undertaking projects in India & abroad pertaining to transaction advisory services/ feasibility / consultancy services for PPP projects in Tourism and hospitality sector **(the “Eligible Specific Assignments”)**

Provided that the Applicant firm claiming credit for an **Eligible General Assignment** shall have, prior to PDD, received professional fees of at least **Rs. 1 Crore (one crore)** for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least **Rs. 50 Lakh (Fifty Lakh)**.

Provided further that if the Applicant firm is claiming credit for an **Eligible Specific Assignment**, shall have, prior to the PDD, received professional fees of at least **Rs. 50 Lakh (Fifty Lakh)** for such assignment, and where credit is being claimed by a Key Personnel, the estimated cost of the assignment should be at least **Rs. 25 Lakh (Twenty-five Lakh)**.

Note: The same assignment(s) cannot be provided under both General and Specific Assignments mentioned above. The Applicant and Key Personnel may claim credit for Eligible Assignments that have been completed in the 5 (five) financial years preceding the PDD or have been initiated in the 5 (five) financial years preceding the PDD and are currently ongoing.

#### **3.1.4. Completion Certificate**

Completion of assignments should be certified by completion certificates/ auditor certification of receipt of payment of the assignment/ self-attestation by the authorized signatory. For **on-going assignments minimum fee value as specified in Clause 3.1.3 a & b should be received by the Bidder and certified by Statutory Auditor/Authorized Signatory shall be considered.**

#### **3.2. Short-listing of Bidders on Technical Proposal**

Only those Bidders whose Technical Proposals score of 70 (seventy) marks or more out of 100 shall be short-listed for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (Tb). The short-listed bidders shall be eligible

for financial evaluation in the second stage.

### **3.3. Evaluation of Financial Proposal**

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:

$$B_b = (0.7) * T_b + (0.3) * (C_{min} / C_b * 100)$$

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 Bidder shall be the Bidder having the highest combined score ( $H1$ ).

## 4. FRAUD AND CORRUPT PRACTICES

### 4.1. Action to be taken in case of Prohibited Practices

- 4.1.1. The Bidders 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 Bidder, if it determines that the Bidder 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, take action as per bid security declaration and forfeit Performance Security, 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 Bidder’s Proposal.
- 4.1.2. 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 contract, if a Bidder 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 signing of contract, such Bidder 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 Bidder 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.

### 4.2. Definition of Prohibited Practices

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 Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.



## **5. MISCELLANEOUS**

- 5.1.1. 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.
- 5.1.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (i). 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;
  - (ii). Consult with any Bidder in order to receive clarification or further information;
  - (iii). Retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
  - (iv). Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 5.1.3. It shall be deemed that by submitting the Proposal, the Bidder 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
- 5.1.4. All documents and other information supplied by the Authority or submitted by an Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 5.1.5. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

## **Schedules**

## **SCHEDULE – 1: TERMS OF REFERENCE (TOR)**

(See Clause 1.2)

### **1 Introduction**

While India has unparalleled Buddhist legacy, the country, however does not get adequate share of Buddhist tourists. In order to promote various Buddhist circuits, there is a need for improvement of facilities particularly accommodation facilities at various sites. One of the emerging accommodation options is setting up of tented accommodations, which require less investment and can be offered on seasonal basis.

While infrastructure could be developed by the Government, the project of setting up and operating the tented accommodation can best be done by Private Sector. The Authority has identified the following Buddhist sites in India viz.

- (i). Bodh Gaya
- (ii). Sarnath
- (iii). Kapilvastu
- (iv). Shravasti
- (v). Kushinagar
- (vi). Vaishali
- (vii). Rajgir
- (viii). Sanchi

The Authority may add or remove any other site.

The Authority intends to appoint a “Transaction Advisor/ Project Management Consultant (PMC)”, hereby referred to as “Consultant” for assisting the authority in various activities for successful implementation of the projects including site selection, preparation of Techno-Economic Feasibility Report (TEFR) & selection of private partner and other program management support.

### **2 Scope of Services**

The Consultancy assignment would be carried for the following activities:

#### **2.1. Assistance in Site Procurement**

Assist the Authority and States in procurement of land at the selected Sites and identification of required clearances at the site.

#### **2.2. Preparation of Techno-Economic Feasibility Report (TEFR) for selected destinations**

##### **(1) As-is Assessment**

The field assessment shall be carried out to understand the profile of tourism infrastructure in the study region as well as identification of critical gaps in achieving the ultimate objectives. The activities envisaged to be taken up as part of this stage of the assignment include:

- Study of regional linkages and nearby tourist attractions
- Assessment of transport connectivity: road network, rail head(s) and linkages to airstrip/ airport, etc. in the region and identification of the bottlenecks
- Assessment of existing tourism scenario and the profile of tourists visiting the region using existing studies and reports/ plans
- Review of various policies and regulatory framework including planning regulations
- Collating requisite base maps using updated satellite imageries for the study region with an overview of the natural features, key linkages, type of land use, settlements and vegetation
- Review of development plans and ongoing/ proposed proposals prepared by various agencies including but not limited to local municipal bodies, development authorities & tourism department.
- Assessment of required clearances and approvals including land, environment, forest, etc.
- Assessment of existing infrastructure facilities in the study region with regard to availability of water, power, telecommunication, education and health facilities.
- Assessment of the existing tourism infrastructure in the region and identify gaps and areas of improvement
- Any other relevant information required for the study region

## **(2) Market for Buddhist Tourism**

The objective of this task is to assess the tourism potential of the region for Buddhist tourism and allied investments.

- Assess location strengths and constraints of the study region
- Analyze the investment potential with respect to existing resources
- Conduct stakeholder consultations to gauge market prospects, future growth trends, and concerns and expectations on the Project
- Identify parameters that would improve the attractiveness of the proposed concept

## **(3) Concept Plan**

A Concept Plan shall be developed for the proposed project taking into consideration the site attributes and objectives of the project. The Plan shall be supported by benchmarking examples from national & international best practices. The concept plan shall propose area requirements, layout, multiple

design prototypes, components, etc. having a good revenue potential to attract private interest.

The Consultant shall also prepare a draft Concept Plan Presentation using Microsoft Power Point as the medium. The Authority shall select a preferred alternative and/ or preferred attributes from each prototype. The consultant shall then prepare the final concept after obtaining the approval of the Authority and attach it with the TEFR.

The consultant shall prepare conceptual infrastructure plan for the entire site that identifies infrastructure alignments and caters to requirements of the site in terms of water supply, drainage, sewerage disposal, power, telecom etc. The Consultant shall prepare a conceptual systems diagram for each utility showcasing the various elements and network. The Consultant shall coordinate the provision of such infrastructure with road sections and other features of the site as per requirement. The Consultant shall identify locations for treatment plants wherever required and integrate the same with the site-specific concept plan.

**(4) Broad Cost Estimates**

The Consultant shall prepare broad cost estimates for site development including but not limited to costs for earthworks, foundation, other civil works, tented accommodation facilities, roads & services/ utilities, sewage disposal and other common infrastructure.

**(5) Financial Feasibility for the Project**

The Consultant would evolve an optimal structure for the composite project and assess the financial feasibility of development on a Public Private Partnership (PPP) model. The consultant would bring out various assumptions for revenue, cost and others, including basis thereof, which are used by it in the financial model. Financial model shall be prepared in MS Excel program and a simplified summary sheet of the entire financial analysis shall be prepared showing key data such as: Project Cost, Equity, Debt, Capital Expenditure, Total Revenues, Total O&M Expenditure, Project Cash Flows, Project IRR and Equity IRR. The Consultant shall also undertake sensitivity analysis by identifying the most critical factors and determine their impact on the IRR, including varying project costs and benefits, implementation period, and combinations of these factors. The consultant shall conduct a risk analysis of the development to determine, assess, allocate and manage/ mitigate risks (such as, but not limited to project, commercial, financial, political, economic, and legal risks) during all project stages.

## **(6) Project Structuring**

The Consultant shall recommend appropriate institutional, legal and regulatory framework for development of the Project through public private partnership mode. Based on the recommended regulatory framework and the financial feasibility, alternative project structuring models shall be assessed and the most suitable model keeping in view the interests of the Authority and the acceptability by the investors. Funding support required from government should also be estimated.

The Consultant shall also identify and explain the various categories of risk that are envisaged in the project. The consultant would suggest the method to evaluate the overall chances of potential loss and the consequences. The Consultant would propose a plan to control & monitor the risks and plan for contingencies to risks, which occur.

### **2.3. Bid Process Management for implementation of the identified projects through Public Private Partnership Frameworks**

This stage involves preparation of tender and other relevant documents including Project Information Memorandum (PIM), Request for Qualification (RFQ), Request for Proposal (RFP) and Draft Concession/ Development Agreements and managing the entire bid process including marketing the project to potential investors/ developers.

#### **(i). Preparation of tender documents**

The Consultant shall draft the Request for Qualification (RFQ) and Request for Proposal (RFP) document based on the development model finalized in consultation with the Authority. Typically, the RFP document shall capture the following:

- Envisaged PPP model
- Envisaged scope of the Developer/ Concessionaire
- Approach and time Plan
- Operational Terms and Conditions
- Roles and Responsibilities
- Service Level Agreements
- Bid Evaluation Process and Methodology
- Contractual Obligations

However, this bid document may be required to be modified based on the inputs from the prospective bidders and after pre bid meeting. Further, the Consultant shall prepare, based on the inputs on commercial structuring of the Project, the Concession/ Development Agreement to be made part of the Tender document.

**(ii). Marketing the project**

The consultant shall carry out requisite marketing exercise to elicit adequate response from developers and other interested parties and provide a list of renowned developer/investors for the project. The consultant shall prepare and give presentations during pre-bid or other meetings with developers; anchor the meetings and carry out other such necessary efforts for maximizing participation by prospective developers in the bidding process.

**(iii). Assistance in Bidding process**

The Consultant shall assist the Authority in the bid process for selection of the Developer from among the Bidders and till the signing of the Developer/ Concession Agreement. This would include (but not limited to) preparation and issue of suitable advertisement (cost of which would be borne by the Authority), anchoring of pre-bid conferences(s), assisting the Authority in responding to queries, short-listing of qualified bidders, evaluating the bids received and recommending selection of the developer. The Consultant shall render an end-to-end negotiation up to the signing of the Concession / Development Agreement.

**2.4. Monitoring of project Implementation**

The Consultant would assist the Authority in fulfilling the Authority's obligations, if any, under the Concession Agreement and monitoring the progress by the selected developer.

The Consultant would conduct workshop(s) with both Authority and Selected developer on the terms and conditions under the Concession Agreement.

Monthly progress reports shall be submitted by the consultant.

**2.5. Other Support**

The Authority may assign any other technical or program related activities or other jobs of similar nature to the Consultant.

**3 Duration of the Assignment**

The duration of the assignment will be **two years** until extended further as per the agreement, which may further be extended for a maximum period of two years as per the provisions of the Agreement.

**4 Consultant's office to be in Delhi/ NCR**

The Consultant shall have/ establish an office in Delhi/NCR, for efficient and coordinated

performance of its Services. All the Key Personnel shall be deployed at this office during the period of the assignment. The authorized officials of the Authority may visit the Consultant's Project Office or field locations any time during office hours for inspection and interaction with the Consultant's Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office.

## 5 Attendance Sheet to be submitted monthly

The Consultant shall mobilise and demobilise its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month.

## 6 Key Personnel – Role and Responsibilities

Key Personnel	No of Key Personnel	Role and Responsibilities
Team Leader - cum- PPP Expert	1	<p>S/He will lead, coordinate and supervise a multi-disciplinary team, and act as the focal point to the Authority throughout the duration of the Consultancy. S/He will be responsible for:</p> <ul style="list-style-type: none"> <li>• Overall supervision, monitoring and coordination of the Consultancy assignment.</li> <li>• Reviewing Consultancy assignment's strategic directions and the operating model and give suggestions on course-corrections.</li> <li>• Review the deliverables of all team members &amp; provide expertise in Market Research, Feasibility studies, Project Structuring, Bid process management, etc.</li> <li>• Ensuring all deliverables/milestones are satisfactorily delivered.</li> <li>• Transfer of Knowledge / Capacity Building through Presentation /sensitization workshops among the Government officials in Authority and States etc..</li> </ul>
Tourism Expert	1	<p>S/He shall be responsible for:</p> <ul style="list-style-type: none"> <li>• Assessment of tourism potential at the proposed sites</li> </ul>



		<ul style="list-style-type: none"> <li>• Formulate strategies for developing innovative tourism products and offerings to ensure feasibility of the project</li> <li>• Providing insights based on learning from various best practices</li> <li>• Supporting the team in senior level interactions/meetings with Central Government ministries/departments and State governments/administrations etc..</li> </ul>
Finance Expert	1	<p>S/He shall be responsible for:</p> <ul style="list-style-type: none"> <li>• Undertaking financial viability and feasibility studies of the projects</li> <li>• Evaluation of various funding mechanisms (including VGF) for the project</li> <li>• Assistance in bid process management</li> <li>• Supporting the team in senior level interactions/meetings with Central Government ministries/departments and State governments/administrations etc..</li> </ul>
Civil Engineer	1	<p>S/He shall be responsible for:</p> <ul style="list-style-type: none"> <li>• Examining technical aspects of the project including technical feasibility, specifications &amp; cost estimates</li> <li>• Site inspection and assessment of civic infrastructure</li> <li>• Field survey and analysis</li> </ul>

## 7 Key Personnel – Minimum qualification and experience

Key Personnel	Minimum Educational Qualifications <sup>2</sup>	Length of Professional Experience	Experience on Eligible Assignment
<b>Team Leader - cum-PPP</b>	Master's degree in	Minimum of 10 years'	S/he should have undertaken at least 1 (one) Eligible

---

<sup>2</sup> For degrees obtained from the accredited foreign Boards/universities, the applicant shall furnish a self-declaration on the academic equivalence to the 'Minimum Educational Qualifications'.

<b>Expert</b>	Management (MBA/PGDBM)	experience	General Assignments and 1 (one) Eligible Specific Assignments
<b>Tourism Expert</b>	Post-Graduate in Tourism / Management / Planning / Hospitality	Minimum 7 years of experience	S/he should have undertaken a minimum of 2 (two) Eligible Specific Assignments
<b>Finance Expert</b>	Master's in Management (MBA/PGDBM)/ Economics/ Finance / CA	Minimum 7 years of experience	S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific Assignment
<b>Civil Engineer</b>	Graduate in Civil Engineering	Minimum 5 years of experience	S/he should have undertaken at least 1 (one) Eligible General Assignments and 1 (one) Eligible Specific Assignment

## **SCHEDULE-2: Guidance Note on Conflict of Interest (for Consultant)**

*(See Clause 2.4)*

1. This Note further explains and illustrates the provisions of Clause 2.4 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: TECHNICAL PROPOSAL

(See Clause 2.1.4)

### Form-1: Letter of Proposal

(On Bidder's letter head)

(Date and Reference)

To,  
Secretary Tourism,  
Government of India

Sub: Request for Proposal (RFP) no. \_\_\_\_\_ dated \_\_\_\_\_ for Appointment of National Programme Management Unit for Swadesh Darshan Scheme.

Sir,

1. With reference to your RFP Document mentioned above, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of Project Management Consultants/ Transaction Advisor 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 bid 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 five 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 Bidder, 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 4.2 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.

1 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 Bidders in accordance with Clause 2.8 of the RFP document.

8. 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.

9. 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.

10. 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.

11. 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.

12. A bid securing declaration is attached, in accordance with the RFP document.

13. 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.
14. I/We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
15. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 3.
16. 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.
17. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Bid which shall be binding on us.
18. 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 Bidder/ Lead Member)**



## APPENDIX-I

### Form-2: Particulars of the Bidder

1.1	<p>Name of Firm:</p> <p>Legal status (e.g. sole proprietorship or partnership):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Name, designation, address and phone numbers, e-mail of authorized signatory of the Bidder:</p> <p>Name:</p> <p>Designation:</p> <p>Company: Address:</p> <p>Phone No.:</p> <p>Fax No.:</p> <p>E-mail address:</p>
1.2	<p>For the Bidder, state the following information:</p> <p>In case of non-Indian Firm, does the Firm have business presence in India?</p> <p>Yes/No, If Yes, provide the office address(es) in India.</p> <p>Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years?</p>

	<p>Yes/No</p> <p>Has the Bidder ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p>Yes/No</p> <p>Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p>Yes/No</p> <p>Has the Bidder, suffered bankruptcy/insolvency in the last five years?</p> <p>Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment.</p>
	<p><b>(Signature, name and designation of the authorized signatory)</b></p> <p><b>Company stamp</b></p> <p><b>For and on behalf of .....</b></p>

## APPENDIX-I

### Form-3: 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 an Consultant for setting up of National Program Management Unit under Swadesh Darshan Scheme of Ministry of Tourism, Government of India, (the "Authority") including but not limited to signing and submission of all bids, 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 ....., 2021

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

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

## Appendix -I

### Form-4: Financial Capacity of the Bidder

(Refer Clause 2.3.2 (B))

S. N	Financial Year	Annual Revenue from consultancy assignments (in INR)
1.	2016-17	
2.	2017-18	
3.	2018-19	

Certificate from the Statutory Auditor<sup>\$</sup>

This is to certify that..... (Name of the Bidder) has an annual revenue from consultancy assignments as shown above.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm:

<sup>\$</sup> In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

<sup>##</sup> 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-5: Abstract of Eligible Assignments of the Bidder#

(Refer Clause 3.1)

S. No.	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. lakh)	Professional Fees <sup>##</sup> received by the Bidder (in Rs. lakh)
(1)	(2)	(3)	(4)	(5)
Projects listed for 3.1.4 (a)				
Projects listed for 3.1.4 (b)				

This is to certify that the above information is correct as per the accounts of the Bidder and/ or the clients.

(Signature, name and designation of the Firms authorized signatory/ Statutory Auditor/ CA)

Date:

Project enlisted to detailed individually as per Form 7.

## APPENDIX-I

### Form-6: Eligible Assignments of Bidder

(Refer Clause 3.1)

1	Name of the Bidder	
2	Name of the Project/ Assignment	
3	Name of the Location	
4	Name of the Client and Address	
5	Name and telephone number of client's representatives	
6	Estimated Cost of the Project (in Rs. Crore)	
7	Approximate value of the Contract (in Rs. Crore)	
8	Payment received by the Bidder as consultancy/ professional fees (in Rs. Crore)	
9	Duration of the Assignment	
10	Start Date of the services (month/ year)	
11	End Date of the services (month/ year)	
12	Description of the project	
13	Description of the services performed by the bidder	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief</p> <p>(Signature, name and designation of the authorized signatory)</p>		

**Notes: Use separate sheet for each eligible assignment.**

**APPENDIX-I**

**Form-7: Particular of Key personnel whose details are provided by the bidder**

(Refer Clause 3.1)

Position for which proposed	Name	Educational Qualification	Total Experience in Number of Years/ Months	Experience with the Bidder firm in Number of Years/ Months

(Signature, name and designation of the authorized signatory)

## APPENDIX-I

### Form-8: 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 every employment held in reverse order.)

Name of Organization	Designation	From	To

- 7 Details of Specific Experience

(Details of specific assignments relevant to the position as per the evaluation criteria mentioned for the position in Clause no 3.1. – technical evaluation of team be given in the following format)



1.	Name of the project:
2.	Cost of the Project:
3.	Consultancy Fee for the Project:
4.	Name of the Client:
5.	Name and contact number of Client's representatives (Reference):
6.	Location:
7.	Position held:
8.	Duration for which position held:
9.	Salient Features of the Project:
10.	Role assigned:
11.	Activities performed:
(Use additional rows for each project)	

**Certification:**

- (a). I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- (b). I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me including qualifications and experience. All the details submitted by me are in consonance to the experience requirements as indicated in clause 3.1. of the RFP no..... dated..... of the Ministry of Tourism.

Signature.....	Countersigned by
----------------	------------------

Name of the Key Personnel)  Place.....  Date.....	    (Signature, name and designation of the authorized signatory of the Bidder)
---------------------------------------------------------------	------------------------------------------------------------------------------------------------

Notes:

- (i). Use separate form for each Key Personnel
- (ii). Additional rows may be added as required

## **APPENDIX-I**

### **Form-9: Proposed Approach and Methodology including Work Plan**

(Not more than 10 pages)

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

#### **12. Understanding of TOR**

In this sub section the Bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The Bidder 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. Bidder may particularly describe their understanding of tourism themes, products, destinations, detailed perspective plans, action plan to achieve the goals of the detailed perspective plan as per TOR.

#### **13. 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 Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

#### **14. 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 timelines 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, 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-I**

### **Form 10 - Format for Bid Securing Declaration**

(ref. clause 2.21)

(On Bidder's letter head)

(Date and Reference)

To,

The Secretary

Ministry of Tourism,

Government of India

Subject: - Bid Security Declaration

We, the undersigned, declare that:

We understand that, accordingly to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will be automatically suspended from being eligible for bidding in any contract with the Ministry of Tourism for the period of 3 years from the date of PDD, if we are in breach of our obligation(s) under the bid conditions, if we:

- (a). Are engaged in any of the prohibited practice specified in section 4 of the RFP.
- (b). Withdraw our Bid during the period of bid validity as specified in the RFP document and as extended by the Bidder from time to time.
- (c). Are found to have a conflict of interest as specified in clause 2.4.

Signed:

[(Signature, name and designation of the authorized signatory)

## **APPENDIX – II: FINANCIAL PROPOSAL**

### **Form-1: Covering Letter**

(On Bidder's letter head)

(Date and Reference)

To,

The Secretary

Ministry of Tourism,

Government of India

Sub: Request for Proposal (RFP) for \_\_\_\_\_

Dear Sir,

I/We, (Bidder'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

### Form-2: FINANCIAL PROPOSAL FOR THE ASSIGNMENT (Lump Sum)

(See Clause 2.16)

S. No. (I)	Resource (II)	Name of the resource person (III)	Number of Resources (IV)	Total Consultancy Fee per month – Excluding GST (in INR) (v)
A	Team Leader cum Program Management Expert		01	
B	Tourism Development Expert		01	
C	Tourism Destination Planner		01	
D	Finance / PPP Expert		01	
E	<b>Total Professional Fee for period of 1 Month in Figures (in INR)</b>		<b>04</b>	
F	<b>Total Professional Fee for period of 24 months in Figures (in INR) (S. No. E) X 24</b>  <b>(Final Quote in Figures)</b>			

G	<b>Total Professional Fee for period of 24 months in words (in INR)</b>  <b>(Final Quote in words)</b>	
---	--------------------------------------------------------------------------------------------------------------	--

#Above amounts is excluding GST which shall be paid as per applicable law and would be paid extra.

(Signature, name and designation of the authorized signatory)

**NOTE:**

- 1.** The '**Total Professional Fee for period of 24 Months**' would be taken into account for evaluation of the financial bid. This will be a fixed fee which shall be applicable for the total contract period.
- 2.** In case of any requirement for fees to be calculated per day etc., the same will be computed on pro-rata basis.

## CHECKLIST FOR BID PREPARATION

### Technical Proposal should have following Forms

Appendix – I: Technical Proposal

Form 1 : Letter of Proposal

Form 2 : Particulars of the Bidder

Form 3 : Power of Attorney

Form 4 : Financial Capacity of the Bidder

Form 5 : Abstract of Eligible Assignments of the Bidder

Form 6 : Eligible Assignments of Bidder

Form 7 : Particulars of Key personnel(s)

Form 8 : Curriculum Vitae (CV) of Key Personnel(s)

Form 9 : Proposed Approach & Methodology

Form 10 : Bid Security Declaration

### Appendix – II: Financial Proposal

Form 1 : Covering Letter

Form 2 : Financial Proposal

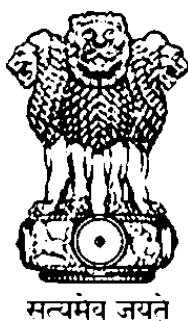
#### Note:

- 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, signed and indexing should reflect relevant page numbers where the requested documents are placed.

\*\*\*\*\*



**Request for Proposal [RFP]**  
**for**  
**Selection of Project Management Consultant / Transaction Advisor for**  
**implementation of Tented Accommodation under Champion Service Sector**  
**Scheme**



(Vol. 2 of 2)

**23 February, 2021**

**Ministry of Tourism**  
**Government of India**

## **Form of Agreement**

(See Clause 2.1.4 of RFP Vol I)

### **AGREEMENT**

#### **FOR**

**Selection of Project Management Consultant / Transaction Advisor for  
implementation of Tented Accommodation under  
Champion Service Sector Scheme**

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## **AGREEMENT**

This AGREEMENT (hereinafter called the “Agreement”) is made on the ..... day of the month of ..... 20..., between, on the one hand, the President of India acting through the Ministry of Tourism (hereinafter called the “Authority” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ..... (hereinafter called the “Consultant” which expression shall include their respective successors and permitted assigns).

### **WHEREAS**

The Authority vide its Request for Proposal for ***Selection of Project Management Consultant / Transaction Advisor for implementation of Tented Accommodation under Champion Service Sector Scheme*** of Ministry of Tourism (hereinafter called the “Project”);

- (A). the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (B). the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ..... (the “LOA”); and
- (C). in pursuance of the LOA and submission of Performance Security by way of Bank Guarantee by the Consultant, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

### **1. General**

#### **1.1. Definitions and Interpretation**

- 1.1.1. The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:
  - (a). “Agreement” means this Agreement, together with all the Annexes;
  - (b). “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
  - (c). “Conflict of Interest” shall have the meaning set forth in Clause 2.4 to be read with the provisions of RFP;
  - (d). “Dispute” to be read as per the provisions of RFP;
  - (e). “Effective Date” means the date on which this Agreement comes into force;

- (f). "Government" means the Government of India;
- (g). "INR or Rs." means Indian Rupees;
- (h). "Member", in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- (i). "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (j). "Personnel" means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- (k). "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (l). "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto
- (m). All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a). Agreement
- (b). Annexes of Agreement
- (c). RFP
- (d). Letter of Award

## **1.2. Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **1.3. Rights and obligations**

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a). the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and

- (b). the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

#### **1.4. Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

#### **1.5. Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

#### **1.6. Table of contents and headings**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

#### **1.7. Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a). in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b). in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c). any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it

shall be deemed to have been delivered on the working days following the date of its delivery.

#### **1.8. Location**

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant and the office of authority.

#### **1.9. Authority of Member-in-charge**

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

#### **1.10. Authorised Representatives**

1.10.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

.....

Tel: .....

Mobile: .....

Email: .....

1.10.3. The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....

.....

Tel: .....

Mobile: .....

Email: .....

#### **1.11. Taxes and duties**

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

### **2. Commencement, Completion and Termination of Agreement**



## **2.1. Effectiveness of Agreement**

This Agreement shall come into force and effect on the date (the “Effective Date”) of the Authority’s notice to the Consultant instructing the Consultant to begin carrying out the Services.

## **2.2. Commencement of Services**

- 2.2.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date as specified in the notice in pursuant to Clause 2.1.

## **2.3. Termination of Agreement for failure to commence Services**

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the performance security shall be forfeited and appropriated without prejudice to any other lawful action, which the Authority may take.

## **2.4. Expiry of Agreement**

- 2.4.1. Unless terminated earlier pursuant to Clauses 2.3 or otherwise, this Agreement shall, unless extended by the Parties by mutual consent, expire **after two years after the Effective Date** as specified in Clause 2.1.
- 2.4.2. The Authority, after due consideration and review, may be extend the contract for a year at a time for a maximum period of two years.

## **2.5. Entire Agreement**

- 2.5.1. This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- 2.5.2. Without prejudice to the generality of the provisions of Clause 2.5.1, on **matters not covered by this Agreement, the provisions of RFP shall apply.**

## **2.6. Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant

to Clauses 4.2.4 and 6.1.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## **2.7. Force Majeure**

### **2.7.1. Definition**

- (a). For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b). Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c). Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2. No breach of Agreement**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

### **2.7.3. Measures to be taken**

- (a). A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- (b). A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c). The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

### **2.7.4. Extension of time**

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 2.7.5. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### 2.7.6. Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### 2.8. Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

### 2.9. Termination of Agreement

#### 2.9.1. By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, terminate this Agreement if:

- (a). the Consultant fails to fulfil performance of its obligations as specified in the RFP;
- (b). the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c). the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d). the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;

- (e). any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f). as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g). the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

#### 2.9.2. By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, terminate this Agreement if:

- (a). the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- (b). the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c). as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d). the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

#### 2.9.3. Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

#### 2.9.4. Cessation of Services

Upon termination of this Agreement, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and

materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

#### **2.9.5. Payment upon Termination**

Upon termination of this Agreement, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i). remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii). reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii). except in the case of termination, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

#### **2.9.6. Disputes about Events of Termination**

If either Party disputes, Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. Obligations of the Consultant**

#### **3.1. General**

##### **3.1.1. Standards of Performance**

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

##### **3.1.2. Terms of Reference**

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

##### **3.1.3. Applicable Laws**

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel and agents of the Consultant comply with the Applicable Laws.

### **3.2. Conflict of Interest**

3.2.1. The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2. Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3. Prohibition of conflicting activities

Neither the Consultant nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a). during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b). after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c). at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4. Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Personnel and agents similarly shall not receive any such additional remuneration.

- 3.2.5. The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, the time, cost and effort of the Authority, without prejudice to the Authority’s any other rights or remedy hereunder or in law.
- 3.2.6. Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7. For the purposes of Clauses 3.2.5 and 3.2.6, 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 actions of any person connected with the Selection Process (for removal of doubt, offering of employment 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 Selection Process or LOA or dealing with matters concerning the Agreement 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) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
  - (b). “fraudulent practice” means a misrepresentation or omission of facts or suppression 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 person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

- (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.

### **3.3. Confidentiality**

- 3.3.1. The Consultant and the Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority;
- 3.3.2. And any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Authority.
- 3.3.3. Notwithstanding the aforesaid, the Consultant and the Personnel may disclose Confidential Information to the extent that such Confidential Information:
  - (i). was in the public domain prior to its delivery to the Consultant and the Personnel or becomes a part of the public knowledge from a source other than the Consultant and the Personnel;
  - (ii). was obtained from a third party with no known duty to maintain its confidentiality;
  - (iii). is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant and the Personnel shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
  - (iv). is provided to the professional advisers, agents, auditors or representatives of the Consultant or Personnel as is reasonable under the circumstances; provided, however, that the Consultant or Personnel as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.



### **3.4. Liability of the Consultant**

- 3.4.1. The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2. The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3. The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
- (i). for any indirect or consequential loss or damage; and
  - (ii). for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.
- 3.4.4. This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

### **3.5. Insurance to be taken out by the Consultant**

- 3.5.1. (a) The Consultant shall, for the duration of this Agreement, take out and maintain, at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- (b). Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- (c). If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

- (d). Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2. The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a). Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (one) crore;
- (b). employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant in accordance with Applicable Laws; and
- (c). professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

### **3.6. Accounting, inspection and auditing**

The Consultant shall:

- (a). keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b). permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

### **3.7. Consultant's actions requiring the Authority's prior approval**

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a). appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b). any other action that is specified in this Agreement.

### **3.8. Reporting obligations**

- 3.8.1. The Consultant shall submit to the Authority the reports and documents as may be specified by the Authority at the prescribed time periods. It would be the responsibility of the consultant to prepare a plan for every quarter for execution of the Programme and related works in consultation with the Ministry of Tourism. The Consultant will submit periodic performance reports against the plan.

**3.9. Documents prepared by the Consultant to be property of the Authority**

- 3.9.1. All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2. The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3. The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

**3.10. Equipment and materials furnished by the Authority**

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

**3.11. Providing access to Project Office and Personnel**

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this

behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

### **3.12. Accuracy of Documents**

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

## **4. Consultant's Personnel**

### **4.1. General**

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

### **4.2. Deployment of Personnel**

- 4.2.1. The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in **Annex-2** of this Agreement. The estimate of Personnel costs and person day rates are specified in **Annex-3** of this Agreement.
- 4.2.2. The Authority, may by giving 30 days' notice in writing decrease / increase the number of personnel depending on workload and the payment to be made to the Consultant would accordingly be adjusted as per actual deployment of personnel.
- 4.2.3. Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned shall only be made with the written approval of the Authority.
- 4.2.4. If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

### **4.3. Approval of Personnel**

- 4.3.1. The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

- 4.3.2. If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-8) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

#### **4.4. Substitution of Key Personnel**

- 4.4.1. The Authority will not normally consider any request for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking.
- 4.4.2. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to termination of the Agreement.
- 4.4.3. Substitution of the Team Leader will not normally be considered and may lead to termination of the Agreement.
- 4.4.4. In case the Authority is not satisfied with the performance of any Key Personnel, the Authority may initiate a request for substitution of such Key Personnel. This substitution will also be subject to payment deductions as described in Clause 4.4.2.

#### **4.5. Working hours, overtime, leave, etc.**

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the person days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

#### **4.6. Team Leader**

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

### **5. Obligations of the Authority**

### **5.1. Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a). provide the Consultant and the Personnel with work permits and such other documents as may be necessary to enable the Consultant or the Personnel to perform the Services;
- (b). facilitate prompt clearance through customs of any property required for the Services; and
- (c). issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

### **5.2. Access to land and property**

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services.

### **5.3. Payment**

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

## **6. Payment to the Consultant**

### **6.1. Cost estimates and Agreement Value**

- 6.1.1. An abstract of the cost of the Services payable to the Consultant is set forth in Annex-4 of the Agreement.
- 6.1.2. Except as may be otherwise agreed, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs. .... (Rupees. ....), which does not include the Additional Costs specified in Annex-4 (the "Additional Costs").
- 6.1.3. Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **6.2. Entitlement for allowance and payments for official travel**

Any Air-travel & accommodation for the consultant's personnel for site visit etc. will be with the approval of the Authority. The Air Travel/ daily allowance/ food charges and any other expenses would be as per the entitlement of an Under Secretary level officer of the Government of India.

### **6.3. Currency of payment**

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

### **6.4. Mode of billing and payment**

Billing and payments in respect of the Services shall be made as follows:

- (a). No Mobilisation Advance shall be paid.
- (b). The Consultant shall be paid for its services as per the Payment Schedule at Annex-5 of this Agreement, subject to the Consultant fulfilling the following conditions:
  - (i). No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
  - (ii). The Authority shall pay to the Consultant, only the undisputed amount.
- (c). The Authority shall usually make the payment due to the Consultant within 30 (thirty) days after the receipt of invoice with all supporting documents and necessary particulars (the "Due Date"). In case of delay of payment by the authority, no interest will be paid.
- (d). The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (e). Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

- (f). In the event of non-completion of Services within 3 (three) months of the Effective Date, the final Payment may not become due to the Consultant.
- (g). All payments under this Agreement or otherwise shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

## **7. Liquidated Damages and Penalties**

### **7.1. Performance Security**

- 7.1.1. The Consultant will submit a Performance Security to the tune of 3% of the total contract value 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.
- 7.1.2. The Consultant 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 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 a bidder engages in any of the prohibited practices
  - b. If the bidders is found to have a conflict of interest.

### **7.2. Liquidated Damages**

#### **7.2.1. Liquidated Damages for error/variation**

In case any error or variation or plagiarism is detected in the data, data analysis or reports, submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 3% (3 per cent) of the Agreement Value.

#### **7.2.2. Liquidated Damages for delay**

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1% (one per cent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

#### **7.2.3. Encashment and appropriation of Performance Security**

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.



### **7.3. Penalty for deficiency in Services**

7.3.1. In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part.

7.3.2. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, the Authority may impose the following penalties:

(a). Seek replacement of personnel

(b). Impose penalty to the extent of 10% of the quarterly fee in first instance and upto 20% in case of second instance and termination of the contract in case of persistence. The penalty shall be deducted from the payments due or from the performance guarantee given by the consultants.

(c). Debarring the consultant for a specified period may also be initiated

Provided further that no such penalty is levied on the consultant, if the deficiency in services is due to the reasons beyond the control of the Consultant.

## **8. Fairness and Good Faith**

### **8.1. Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

### **8.2. Operation of the Agreement**

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## **9. Settlement of Disputes**

### **9.1. Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### **9.2. Dispute resolution**

- 9.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.
- 9.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### **9.3. Conciliation**

In the event of any Dispute between the Parties, either Party may call upon Secretary, Ministry of Tourism or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

### **9.4. Arbitration**

- 9.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 and subsequent amendments. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2. There shall be a sole arbitrator whose appointment or an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3. The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4. The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

9.4.5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED  
For and on behalf of Consultant

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED  
For and on behalf of Consultant

(Signature)

(Name)

(Designation)

(Address)

In presence of

1.

2.

## **Annex-1: Terms of Reference**

*(Refer Clause 1.2 of RFP)*

*(Schedule-1 of RFP will be reproduced)*

## **Annex-2: Deployment of Personnel**

*(Refer Clause 4.2)*

*(Details of the selected key personnel will be inserted)*

### **Annex-3: Estimate of Personnel Cost**

*(Refer Clause 4.2)*

*(Finalized cost details will be inserted)*

#### **Annex-4: Cost of Services**

*(Refer Clause 6.1)*

*(Form-2 of Appendix-II will be inserted)*

#### **Annex-5: Payment Schedule**

1. *The Consultant will be raise its invoice on monthly basis along with the details of the work done during that period.*
2. *The consultant will clearly indicate the details of the resource persons provided by it along with its invoice.*
3. *Individual invoices raised by the consultant will be examined by the authority usually on quarterly basis and after following the due Government procedures and approvals, payment shall be released*
4. *Additional cost if any, shall be paid as per the provisions of clause 6.1 of this documents subject to the authority agreeing to the same.*
5. Any Air-travel & accommodation for the consultant's personnel for site visit etc. will be with the approval of the Authority. The Air Travel/ daily allowance/ food charges and any other expenses would be as per the entitlement of an Under Secretary level officer of the Government of India.
6. The consultant / TA will submit its bank details in the prescribed mandate form in order to enable the authority to release payment through bank transfer.

## Annex-6: Bank Guarantee for Performance Security

(Refer Clause 2.21.2)

To

[The President of India]

acting through

.....

.....

.....

In consideration of ..... acting on behalf of the [President of India/Governor of

.....] (hereinafter referred as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to ....., having its office at ..... (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. .... dated ..... valued at Rs. .... (Rupees .....), (hereinafter referred to as the "Agreement") the assignment for consultancy services in respect of the ..... Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. .... (Rupees .....), to the Authority for performance of the said Agreement.

We, ..... (hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. .... (Rupees .....), against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).

3. We, ..... (indicate the name of the Bank) do hereby undertake to pay to the authority



any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, ..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... crore (Rupees ..... crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before [..... (indicate the date falling 365 days after the date of this Guarantee)].

For .....

Name of Bank:

Seal of the Bank:

Dated, the .....day of ....., 20.....

(Signature, name and designation of the authorised signatory)

**NOTES:**

- i. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- ii. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.