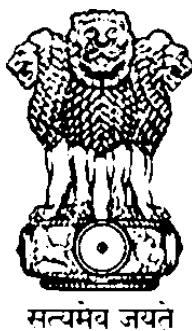


Request for Qualification [RFQ]
for
Empanelment of Project Development and Management Consultants under
Swadesh Darshan 2.0 Scheme



RFQ Reference No: SD-8/3/2022

Date: 14 July 2022

Ministry of Tourism
Government of India

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Disclaimer

The information contained in this Request for Qualification document ("RFQ") 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 RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement or an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFQ. This RFQ 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 RFQ 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 RFQ. The assumptions, assessments, statements, and information contained in this RFQ, 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 RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ 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 RFQ or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way in this Empanelment 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 RFQ.

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 RFQ.

The issue of this RFQ 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 Empanelment Process.

1. INTRODUCTION

1.1. Background

1.1.1. About Swadesh Darshan 2.0 Scheme

Ministry of Tourism, Government of India (hereafter mentioned as “**Authority**”) is implementing Swadesh Darshan 2.0 Scheme (hereinafter referred as “**Scheme**”) for development of sustainable and responsible tourist destinations in the country. The Guidelines of the Scheme may be seen on the website of the Ministry of Tourism (www.tourism.gov.in). The Scheme will be implemented through Central Implementation Agencies or State Implementation Agencies.

1.1.2. Project Development and Management Consultants (PDMCs)

The Scheme envisages appointment of **Project Development and Management Consultants** (hereinafter referred as ‘**Consultant**’ or ‘**PDMC**’) to support the States/ UTs and Implementation Agencies (hereafter mentioned as “**Implementation/ User Agency**”) by providing end-to-end support for project design, development, implementation, and management of projects sanctioned under the Scheme.

1.1.3. Two Stage Process for selection of Consultants

The Ministry of Tourism in partnership with States/ UTs intends to undertake selections of consultants in two stages:

- (i). **Stage-I:** Empanelment of Project Development and Management Consultants (PDMCs) by Ministry of Tourism through Request for Qualifications (RFQ)
- (ii). **Stage-II:** Selection of PDMC from empanelled PDMCs from Stage I by respective States/ UTs/ Implementation Agencies through Request for Proposals (RFQ). Ministry of Tourism may also use this panel for selection of consultant for any other similar requirement.

1.1.4. Request for Qualifications (RFQ)

The Authority invites RFQ proposals from interested firms (the “**Proposals**”) for Empanelment of Consultants (Stage I) for providing services as Project Development and Management Consultants.

1.1.5. Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the empanelment before submitting the Proposal.

1.2. Availability of RFQ Document

RFQ document can be downloaded from the official website of the Ministry of Tourism www.tourism.gov.in and the tender portal of the Government of India <https://eprocure.gov.in/eprocure/app>.

1.3. 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”).

1.4. Brief description of the Empanelment Process

The Authority will evaluate the RFQ proposals against the minimum eligibility conditions and technical evaluation of the proposals. Based on the evaluation, ‘Empanelled list of PDMCs’ shall be finalized

1.5. Currency conversion rate and payment

1.5.1. For the purposes of technical evaluation of Applicants, Rs. 75 (Rupees 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.

1.5.2. Upon empanelment and subsequent award of a Project, all payments to the PDMC shall be made in INR in accordance with the provisions of the Project RFP.

1.6. Schedule of Empanelment Process

1.6.1. The Authority would endeavour to adhere to the following schedule:

S no	Event Description	Date
1.	Last date for receiving queries	18 Jul 2022
2.	Pre-bid Conference	19 Jul 2022
3.	Authority response to queries	22 Jul 2022
4.	Proposal Due Date or PDD	05 Aug 2022

5.	Opening of Proposals	08 Aug 2022
6.	Issue of Letter of Empanelment (LOE)	22 Aug 2022
7.	Issue of list of Empanelled PDMCs	29 Aug 2022

- 1.6.2. Applicants are advised to keep on checking the official websites www.tourism.gov.in / www.eprocure.gov.in for any corrigendum including change in schedule, addendum, or any communication in this regard. The above dates are indicative and the Ministry of Tourism has liberty to alter the same.

1.7. Pre-Bid Queries

- 1.7.1. Prospective Applicants may submit the queries regarding the document within the stipulated timelines given in the RFQ. The queries should be addressed to the Nodal Officer designated by the Ministry for this RFQ. The queries must be in the following format:

Sno	Relevant Clause of RFQ document	Page No of RFQ document	Query

- 1.7.2. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Empanelment Process through a corrigendum, if any.

1.8. Communications and Nodal Officer

- 1.8.1. All communications including the submission of Proposal should be in English language and addressed to the Nodal Officer:

**Sh. Prashant Ranjan,
Director, Swadesh Darshan**

Transport Bhawan
1, Parliament Street,
New Delhi 110001
Tel.: +91 99991 95333
E-mail: prashant.ranjan79@gov.in

With a copy of email to:

Shri Uttank Joshi (Assistant Director General),
E-mail: uttank.joshi@nic.in
Tel.: +91 9911622219

- 1.8.2. The Official website of the authority is: www.tourism.gov.in

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

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

“Stage I - Request for Qualification (RFQ) for Empanelment of Project Development and Management Consultants (PDMCs) under Swadesh Darshan 2.0 Scheme”

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1. Scope of Proposal

2.1.1. Applicant to possess requisite experience and capabilities

Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFQ. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Empanelment Process either individually (the “**Sole Firm**”) or as consortium of firms (the “**Consortium**”) in response to this invitation.

2.1.2. No Applicant be part of another Applicant

The term applicant (the “**Applicant**”) will apply to both a single entity or a Consortium and its Members. However, no applicant applying individually or as a Member of a Consortium, as the case may be, can be Member of another Applicant.

2.1.3. Additional Requirements in case of Consortium

In case the Applicant is a Consortium, it shall, comply with the following additional requirements to be eligible:

- (i). Number of Members in a consortium shall not exceed 3 (three);
- (ii). Subject to the provisions of sub-clause (i) above, the Application should contain the information required for each Member of the Consortium;
- (iii). Members of the Consortium shall nominate one Member as the lead member (the “**Lead Member**”). The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFQ, signed by all the other Members of the Consortium.
- (iv). The duties, responsibilities and powers of such Lead Member shall be specifically included in the Joint Bidding Agreement. It is expected that the Lead Member would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Authority expects that Lead Member should have maximum responsibility pertaining to execution of Consultancy;

- (v). The Application should include a brief description of the roles and responsibilities of individual Members;
- (vi). An individual Applicant cannot at the same time be a Member of a Consortium applying for the Consultancy. Further, a Member of a particular Consortium cannot be Member of any other Consortium applying for the Consultancy;
- (vii). Members of the Consortium shall enter into a binding Joint Bidding Agreement (the “**Joint Bidding Agreement**”), for the purpose of submitting a Proposal. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:
 - (a). clearly outline the proposed roles and responsibilities, if any, of each Member;
 - (b). include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Consultancy until the completion of the Consultancy in accordance with the contract and the ToR;
 - (c). clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Consultancy, if awarded to the Consortium;
 - (d). except as provided under this RFQ, there shall not be any amendment to the Joint Bidding Agreement without the prior consent of the Authority.
- (viii). No change in composition of the Consortium will be allowed by the Authority.
- (ix). All the Members of the Consortium shall be liable jointly and severally for all obligations of the Consultant in relation to the Consultancy until completion of Services in accordance with the Agreement and the ToR.

2.1.4. Authority’s decision regarding empanelment to be final

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

whatsoever.

2.1.5. **Form and manner for submitting proposal**

The Applicant shall submit its Proposal in the form and manner specified in the RFQ document. The Technical Proposal for Empanelment shall be submitted in the form at Appendix-I.

2.1.6. **Consultant's Team & Key Personnel**

The Consultant has to ensure multi-disciplinary teams with requisite skills for delivering on the scope and services as envisaged under the Scheme broadly indicated in Schedule 1- TOR. The details regarding the team and key personnel given in Schedule 1 are indicative and the same will be finalized at the stage-II of the selection.

2.2. **Conditions of Minimum Eligibility of Applicants**

2.2.1. **Only Proposals meeting minimum eligibility conditions to be evaluated**

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

2.2.2. **Minimum Eligibility Conditions**

Sn	Eligibility Criterion	Documentary evidence to be submitted
1	The Applicant should be a company incorporated in India under the Companies Act, 1956/ 2013 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008/ Indian Partnership Act, 1932 or a proprietorship firm	Copy of the Certificate of Incorporation / Registration / any other document to prove proprietorship, copy of PAN card and copy of GST Registration along with the proposal. To be shared as attachment to Appendix 1, Form 2
2	Availability of Staff: The Applicant must have a minimum of Twenty Five (25) Full Time Regular Technical	To be provided as per Appendix 1, Form 12 on company's letter head signed by company's authorized

	and Professional Staff on rolls, capable of undertaking independent monitoring and evaluation work.	signatory.
2	<p>Technical Capacity: The Applicant shall have, over the past five (5) years preceding the PDD, undertaken a minimum of 2 (two) Eligible Assignments as specified in Clause 3.2.5</p> <p>In case of a Consortium, at least 1 (one) eligible assignment should be of the Lead Member of the Consortium and other 1 (one) may be of any other member of the Consortium.</p>	The details of assignment submitted for meeting the Technical Capacity to be provided as per Appendix 1, Form 8 and 9.
3	<p>Financial Capacity: The Applicant (or the lead member in case of consortium) shall have minimum average annual revenue of Rs. 25 Crore (Rupees Twenty-five Crore only) from professional fees during each of the last 3 (three) financial years (i.e. 2018-19, 2019-20 & 2020-21) preceding the PDD. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients.</p>	The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from consultancy assignments during each of the past three financial years. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant. To be provided as per Appendix 1, Form 7
4	The Applicant shall not be under declaration of ineligibility for corrupt or fraudulent practices with any Central/ State Government Organization and should not have been blacklisted as on the date of	<p>Undertaking to this effect on company's letter head signed by company's authorized signatory</p> <p>Refer Appendix 1, Form 1</p>

	submission of bid.	
5	<p>Past performance of the Applicant</p> <p>An applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.</p>	<p>Undertaking to this effect on company's letter head signed by company's authorized signatory</p> <p>Refer Appendix 1, Form 1</p>

2.2.3. **Certificate regarding total revenue from consultancy assignment**

The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors 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 Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

2.2.4. **Associates**

In case the applicant wants to use the strength of its Associates for empanelment as PDMC under this RFQ, it must form a consortium with its Associates and the all the requirements for consortium will be applicable to the same.

For purposes of this RFQ, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.2.5. Power of Attorney

The Applicant should submit a Power of Attorney as per the format at Form 5 of Appendix- I; provided, however, that such Power of Attorney would not be required if the bid submission is signed by a Partner or Director (on the Board of Directors) of the Applicant in case the Applicant is a partnership firm or limited liability partnership.

2.2.6. Continuation Sheet to be clearly marked and referenced

While submitting a Proposal, the applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provisions for incorporation of the requested information.

2.3. Conflict of Interest**2.3.1. Applicant having conflict of interest to be disqualified**

An Applicant shall not have a conflict of interest that may affect the Empanelment Process or the Project (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority reserves the right to take action as per the Bid Security Declaration for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

2.3.2. Applicant to keep authority’s interest paramount at all times

The Authority requires that the PDMC to provide 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 PDMC shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.3.3. Guidance note for conflict of interest

Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality

of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (i). the Applicant, its consortium member (the “**Member**”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has a shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or
- (ii). a constituent of such Applicant is also a constituent of another Applicant; or
- (iii). such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate or has provided any such subsidy, grant to any other Applicant, its Member or any Associate thereof; or
- (iv). such Applicant has the same legal representative for purposes of this

Application as any other Applicant; or

- (v). such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Applicant; or
- (vi). there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (vii). a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (viii). the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five percent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

2.3.4. Disqualification from providing subsequent services on the project

An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (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 performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for 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 percent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

2.4. Number of Proposals

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

2.5. Cost of Proposal

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

2.6. Verification of information

Applicants are encouraged to submit their respective Proposals after verification of the documents, reference materials, etc. within the purview of this RFQ and the Applicable Laws and regulations or any other matter considered relevant by them.

2.7. Acknowledgement by Applicant

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

- (i). made a complete and careful examination of the RFQ;
- (ii). received all relevant information requested from the Authority;
- (iii). acknowledged and accepted the risk of inadequacy, error or mistake in the

information provided in the RFQ document or furnished by or on behalf of the Authority; or relating to any of the matters referred to in Clause 2.6 above;

- (iv). satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (v). acknowledged that it does not have a Conflict of Interest; and
- (vi). agreed to be bound by the undertaking provided by it under and in terms hereof.

- 2.7.2. The Authority shall not be liable for any omission, mistake, or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ or the Empanelment Process, including any error or mistake therein or in any information or data given by the Authority.

2.8. Right to reject any or all Proposals

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

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

- (i). at any time, a material misrepresentation is made or discovered, or
- (ii). the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- (iii). Further, misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified/ rejected.

B. DOCUMENTS

2.9. Contents of the RFQ

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

Request for Qualifications

1. Introduction
2. Instructions to Applicants
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Miscellaneous

Schedules

1. Terms of Reference
2. Draft Letter of Empanelment
3. Guidance note on conflict of interest

Appendix I: Technical Proposal Forms for Empanelment Stage

Form 1: Letter of Proposal for Empanelment

Form 1 (a): Checklist of Minimum Eligibility

Form 2: Particulars of the Applicant

Form 3: Format for Joint Bidding Agreement

Form 4: Statement of Legal Capacity

Form 5: Power of Attorney for Authorised Representative

Form 6: Power of Attorney for Lead Member (In case of Consortium)

Form 7: Financial Capacity of the Applicant

Form 8: Abstract of Eligible Assignments of Applicant

Form 9: Eligible Assignments of Applicant

Form 10: Format for Bid Security Declaration

Form 11: Bank Guarantee for Performance Security

Form 12: Particulars of Full Time Regular Technical & Professional Staff On Rolls of the Applicant

2.10. Clarifications

- 2.10.1. Applicants requiring any clarification on RFQ may submit their queries online to the Authority before the date mentioned in the Schedule of Empanelment Process at Clause 1.8. The e-mail subject should be as follows:

"Queries concerning RFQ for Empanelment of Project Development and Management Consultant under Swadesh Darshan 2.0 Scheme"

- 2.10.2. The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due

Date. The Authority will post the reply to all such queries on the Official Website/ CPP portal without identifying the source of queries.

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

2.11. Amendment of RFQ

- 2.11.1. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ document by the issuance of Addendum / Amendment and posting it on the Official Website.
- 2.11.2. All such addendum/ amendments shall be posted on the CPP portal <https://eprocure.gov.in/eprocure/app> & www.tourism.gov.in and shall be binding on all Applicants.
- 2.11.3. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12. Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Empanelment Process shall be in English language and strictly on the forms provided in this RFQ. 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 the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13. Format and signing of Proposal

2.13.1. All requisite information and forms to be submitted

The Applicant shall provide all the information sought under this RFQ. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects and by due date and time.

2.13.2. Submission to be in electronic form

The Applicant shall submit its bid in the electronic form on or before the date and time as mentioned in the Schedule of Empanelment Process at Clause 1.6.

2.13.3. Documents to be signed by Authorized Representative

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 signed by the authorized representative (the “**Authorised Representative**”) as detailed below:

- (i). by the proprietor, in case of a proprietary firm; or
- (ii). by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (iii). by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation.
- (iv). by the Authorised Representative of the Lead Member, in case of consortium.

2.13.4. Power of Attorney for Authorised Representative

A copy of the Power of Attorney for Authorised Representative (in case of Consortium by Authorised Representative of Lead Member of Consortium) certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-5/6) shall accompany the Proposal.

2.13.5. List of Documents to be sent in original to the Authority

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 1.8.1 in a sealed envelope on or before the Bid Due Date, failing which the Bid shall be rejected:

- (i). Power of Attorney as required under Clause 2.13.4; and
- (ii). Bid Security Declaration as per clause 2.19

The envelope specified in this clause 2.13.5 shall clearly bear the following identification:

“RFQ for Empanelment of Project Development and Management Consultants (PDMCs) under Swadesh Darshan Scheme 2.0 of Ministry of Tourism, Government of India”

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 Applicant.

2.13.6. No supplementary material to be entertained

Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFQ, 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 2.16.1. Applicants 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 2.23.

2.14. Technical Proposal for Empanelment

2.14.1. Technical Proposal as per Format in Appendix-I

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

2.14.2. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (i). The Bid Security Declaration is provided;
- (ii). All scanned copies of the forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (iii). Power of Attorney for Authorised Representative (in case of Consortium by Authorised Representative of Lead Member of Consortium), if applicable, is executed as per Applicable Laws; the proposal is responsive in terms of Clause 2.21.3.
- (iv). Joint Bidding Agreement is executed and enclosed as specified in Appendix I, Form 3 in case of Consortium.

2.14.3. No particulars of Key Personnel or CV required at this stage

The particulars of the Personnel along with a copy of the CV are not required to be submitted at this Stage I-RFQ, However, will be required to be submitted at the Stage II - Request for Proposals (RFP) for selection of PDMC invited by the User Agency.

2.14.4. False averment by Key Personnel

Upon empanelment and subsequent award of the Project, if an individual Key Personnel makes a false averment regarding his/her qualification, experience or other particulars, or his/her commitment regarding availability for the Project is not fulfilled at any stage after acceptance of LOE, s/he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of the Project to the Applicant may also be liable to cancellation in such an event.

2.14.5. No financial information shall be submitted

The Technical Proposal for Empanelment shall not include any financial information relating to the Technical Proposal of the Project.

2.14.6. Authority's Right to verification

The Authority reserves the right to verify all statements, information, and documents, submitted by the Applicant in response to the RFQ. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.14.7. Action against Applicant for misrepresentation or false information

In case it is found during the evaluation or at any time after issuance of LOE and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet empanelled or empanelled by issuance of the LOE, and if the Empanelled Applicant has already been issued the LOE, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant.

In such an event, the Authority reserves the right to take action as per the Bid Security Declaration for, inter alia, time, cost, and effort of the Authority, without

prejudice to any other right or remedy that may be available to the Authority.

2.15. Submission of Proposal

- 2.15.1. The Applicants shall submit electronically the Proposal with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by the Authorized Representative of the Applicant as per the terms of the RFQ. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFQ and the original RFQ issued by the Authority, the latter shall prevail.
- 2.15.2. 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 Applicant shall have to separately send Bid Security Declaration and Power of Attorney in original hard copy to the Authority as specified in the Clause 2.13.4.
- 2.15.3. The Technical Proposal for Empanelment must be submitted online in its folder marked “Technical Proposal”. The folder marked —**Technical Proposal shall contain Application in the prescribed format (Form-1 of Appendix) along with Forms 2 to 12 of Appendix and supporting documents.**
- 2.15.4. All pages of the Technical Proposal for Empanelment must be numbered and signed by the Authorised Representative of the Applicant.
- 2.15.5. The complete **Proposal must be submitted online on or before 1700 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.
- 2.15.6. The Proposal shall be made in the Forms specified in this RFQ. 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.
- 2.15.7. Upon empanelment and subsequent award of the Project, the rates quoted shall be firm throughout the period of performance of the Project up to and including acceptance of the Project by the Authority and discharge of all obligations of the PDMC under the work order of the Project.

2.16. Proposal Due Date

- 2.16.1. Proposal should be submitted online on the CPP portal, on or before 1700 hours on the Proposal Due Date specified in Clause 1.8 in the manner and form as detailed in this RFQ. The Applicant is advised to retain the acknowledgement of the online submission of the bid for future reference.
- 2.16.2. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.17. Late Proposals

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.

2.18. Modification/ substitution/ withdrawal of Proposals

- 2.18.1. The Applicant may modify, substitute, or withdraw its proposal by logging into the CPP portal prior to the proposal due date and time.
- 2.18.2. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 2.18.3. 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.

2.19. Bid Security Declaration

- 2.19.1. The Applicant shall furnish, as part of its Proposal, a Bid Securing Declaration as per format specified in Appendix, Form-10.
- 2.19.2. Any Bid not accompanied by the Bid Security Declaration shall be rejected by the Authority as non-responsive.
- 2.19.3. The Applicant, by submitting its Application pursuant to this RFQ, 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 Authority reserves the right to take action as per the Bid Security Declaration for, inter alia, the time, cost, and effort of the Authority in regard to the RFQ including the consideration and evaluation of the Proposal under the following conditions:

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

2.20. Performance Security

2.20.1. At the stage I of Empanelment of PDMC by the User Agency, the Applicant, by submitting its Application pursuant to this RFQ, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFQ, including the consideration and evaluation of the Proposal, under the following conditions:

- (i). If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFQ;
- (ii). if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- (iii). if the Selected Applicant commits a breach of the Agreement with the User Agency.

2.20.2. An amount equal to **Rs. 10 Lakh** shall be deemed to be the Performance Security for the purpose of this Clause 2.20, which may be forfeited and appropriated in accordance with the provisions hereof. The selected bidder will submit a Performance Security for a sum of Rs. 10 Lakh in the form of Bank Guarantee (BG) as per the format given in the Appendix I Form 11 of the RFQ. Failure to submit the performance guarantee will lead to action as per bid security declaration.

D. EVALUATION PROCESS

2.21. Evaluation of Technical Proposals for Empanelment

2.21.1. Opening of Proposals

The Authority shall open the Proposals at 1100 hours on the next working day after the Proposal Due Date via online bid opening.

2.21.2. Examination regarding proposal being responsive to the requirements

Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFQ. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (i). the Technical Proposal for Empanelment is received in the form specified at Appendix I;
- (ii). It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.16;
- (iii). it is accompanied by the Bid Security Declaration Form as specified in Clause 2.19.1.
- (iv). it is signed, numbered and submitted as stipulated in Clauses 2.14 and 2.16;
- (v). it is accompanied by the Power of Attorney as specified in Clause 2.2;
- (vi). it contains all the information (complete in all respects) as requested in the RFQ;
- (vii). it does not contain any condition or qualification; and
- (viii). it is not non-responsive in terms hereof.

2.21.3. Right to reject non-responsive proposal

The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.21.4. Technical Evaluation

The Authority shall subsequently examine and evaluate Technical Proposals for Empanelment in accordance with the Empanelment Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFQ.

2.21.5. List of Empanelled PDMCs

After the technical evaluation, the Authority shall prepare a list of maximum 10 (ten) Empanelled Firms in terms of Clause 3.2. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Empanelment Process.

2.22. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the empanelment of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of or concerning the Empanelment 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 is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.23. Clarification

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

E. EMPANELMENT OF CONSULTANT**2.24. Empanelment****2.24.1. Letter of Empanelment and acceptance thereof**

After empanelment, a Letter of Empanelment (the "LOE") shall be issued, in duplicate, by the Authority to the Empanelled PDMCs, and the Empanelled PDMC shall, within 7 (seven) days of the receipt of the LOE, sign and return the duplicate copy of the LOE in acknowledgement thereof.

2.24.2. Action in case of non-acceptance of letter of Empanelment

In the event the duplicate copy of the LOE duly signed by the Empanelled PDMC is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, reserves the right to take action as per the Bid Security Declaration of such Applicant, on account of failure of the Empanelled PDMC to acknowledge the LOE.

2.24.3. List of Empanelled PDMCs

After acknowledgement of the LOE as aforesaid by the Applicant, the Authority shall release list of empanelled PDMCs.

2.24.4. Authority's right to restrict the participation of Empanelled PDMC

The Authority reserve its right to restrict any Empanelled PDMC in bidding or getting selected with multiple User Agency.

2.25. Empanelment to be used by Implementing Agency**2.25.1. Model RFP for selection from amongst empanelled PDMC**

The Implementing Agency shall use Model RFP for selection of PDMCs from amongst the empanelled agencies by Ministry of Tourism.

2.25.2. Maximum number of States to be allotted

No Empanelled Agency will be allowed to work for more than 5 States. The Authority may reduce or enhance this limit in its sole discretion.

2.25.3. Empanelment is no guarantee for invitation to bid

Empanelment with the Authority does not guarantee that any or all PDMCs will be invited to bid for or be awarded any project/assignment as a consequence of empanelment.

2.26. Proprietary Data

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

relation to the Project shall be the property of the Authority. The Applicant shall make suitable arrangements for the preservation of data collected during the study, such as filled in schedules, tabulation or working sheets, reports, photographs etc., relating to the Project in electronic form and this shall be shared with the Authority at the time of submission of Final report. The ownership of all such data shall remain with the Authority. All raw data compiled during the assignment shall be transferred to the authority. No data collected in context of the study may be destroyed or otherwise disposed of or given to any other organization/individual, unless so approved by the Authority.

2.27. Tenure of Empanelment

2.27.1. Tenure to be three years with further extension

The period of validity of empanelment shall be 3 (three) years from the Effective Date of Empanelment. After the expiry of 3 (three) years period, the Authority may choose to renew the empanelment for additional 2 (two) years subject to renewal for one year at a time, with maximum of two years. The empanelled PDMC may be required to furnish additional requisite documents for renewal as decided by the Authority.

2.27.2. Right to invite more applications for empanelment

The Authority reserves the right to open up submissions of applications for empanelment at any time. Any interested firm, who did not apply or qualify in an earlier attempt, or voluntarily withdrew from the panel of PDMC, can re-apply for fresh empanelment at the next available opportunity. However, de-empanelled PDMC are barred from applying to the re-empanelment either in the original name and title, or in any new nomenclature for the next 2 (two) years.

2.28. Withdrawing from Empanelment

2.28.1. Any Empanelled PDMC may withdraw from the panel at any time by giving three month's advance notice in writing to the Authority. This will however lead to forfeiture of performance guarantee submitted by the Consultant.

2.28.2. In case of any ongoing assignment(s) being executed by the Consultant, the same has to be proceeded with in terms of the provisions of the agreement for the project.

2.29. De-empanelment

2.29.1. The Authority reserves the right to de-empanel (i.e., remove from its empanelment list) any firm, if they:

- (i) Express inability or lack of interest in Project RFP on three occasions
- (ii) Fail to display professionalism in their work
- (iii) Indulge in corrupt or fraudulent practices
- (iv) Fail to observe the basic evaluation/assessment ethics
- (v) Fail to complete the assignments on schedule
- (vi) Indulge in plagiarism
- (vii) Accept any inducements/gratification for doing an undue favour
- (viii) Bring discredit to the Authority or any other public agency by their deeds or acts
- (ix) Abuse the data/information/report in their custody
- (x) Are found to have made false/incorrect declarations to the Authority or any other public agency
- (xi) Are convicted by courts for professional misconduct or violation of any law
- (xii) Face liquidation or are declared as bankrupt/insolvent
- (xiii) Are blacklisted or declared in-eligible by the Authority / User Agency or any government agency
- (xiv) Abuse the empanelment status for wrongful gains
- (xv) Attempt to wield undue influence on the Authority / User Agency or any other public agency
- (xvi) Indulge in exploitative labour/HR practices
- (xvii) Fail to maintain the required quality standards
- (xviii) Abandonment of works
- (xix) Fail to pay taxes as per law
- (xx) Any other reasons deemed fit by the Authority

3. CRITERIA FOR EVALUATION

3.1. Evaluation of proposals for minimum eligibility conditions

All proposals will be evaluated for meeting the minimum eligibility conditions as defined in Clause 2.2. Technical proposals of only those applicants will be evaluated, which meet the minimum eligibility conditions.

3.2. Evaluation of Technical Proposals for Empanelment

3.2.1. The Technical Proposal for Empanelment will be evaluated based on the following Criteria:

Sn	Parameters	Criteria	Max Score
1	Average Annual Revenue of the applicant (lead member in case of consortium) from professional fees from the last 3 (three) financial years (i.e. 2018-19, 2019-20 & 2020-21) (Refer Appendix I, Form 7)	No marks upto 25 Crore. 1 mark for every additional revenue of INR 5 Crore over and above INR 25 Crore subject to max. of 10 marks	10
2	Number of full time regular technical and professional staff on-rolls of the applicant (lead member in case of consortium) as on 31 st March 2022. (Refer Appendix I, Form 2)	No marks for staff upto 25 members. 2 marks for every additional 5 staff over and above 25 staff	10
3	Experience in undertaking Eligible Assignments in last five years preceding PDD. Maximum of 4 eligible assignments will be evaluated. Applicant will also be required to present these eligible assignments to the Evaluation Committee (Refer Appendix I, Form 8 & 9)	Max 60 marks as per the detailed evaluation table given in Clause 3.2.2 based on the size of projects in different categories	60
		Max 20 marks as per the detailed evaluation table given in Clause 3.2.3 based on quality and alignment with current scope of the PDMC	20

	Total Marks		100
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3.2.2. Detailed Evaluation Criteria for project experience based on the size of the project

		Maximum marks for One Assignment based on Advisory fee received for the project		
Sno	Project Category	50L – 1Cr	1- 2 Cr	> 2Cr
(i)	Project in category 3.2.5 (i)	11	13	15
(ii)	Project in category 3.2.5 (ii)	9	11	13
(iii)	Project in category 3.2.5 (iii)	7	9	11
(iv)	Project in category 3.2.5 (iv)	5	7	9

3.2.3. Detailed Evaluation Criteria for Project Experience based on Quality

Sno	Project Category	Maximum Marks for One Assignment
(i)	Project in category 3.2.5 (i)	5
(ii)	Project in category 3.2.5 (ii)	4
(iii)	Project in category 3.2.5 (iii)	3
(iv)	Project in category 3.2.5 (iv)	2

3.2.4. Applicant shall be required to provide details for maximum of four (4) eligible projects. In case the applicant submits details for more than four (4) projects then the Authority will evaluate only first four (4) projects for defining eligibility of the applicant and technical evaluation. Applicant will also be required to make a presentation about these four eligible assignments to the Evaluation Committee.

3.2.5. Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFQ, advisory/ consultancy assignments, for the following

projects shall be deemed as eligible assignments (the “Eligible Assignments”):

(i). **Projects related to Master planning, Preparation of DPR, Procurement and Project Monitoring**

The Scope of the project shall include

- (a). Preparation of a master plan involving area-based planning for various interventions for developing a tourist destination or urban area or an industrial township for a State or Central Government organization in India; and
- (b). Preparation of Detailed Project Report including architectural and engineering design & drawings, detailed costing and BOQ for various interventions; and
- (c). Preparation of bid documents and assistance in bid process management for selection of construction agencies for EPC or PPP developers etc.
- (d). Monitoring of implementation of various projects, construction supervision etc.
- (e). Project shall be for a State or Central Government organization in India; and
- (f). Project shall be for minimum professional fee of Rs. 50 lacs

(ii). **Projects related to Master planning, Preparation of DPR and Procurement**

The Scope of the project shall include

- (a). Preparation of a master plan involving area-based planning for various interventions for developing a tourist destination or urban area or an industrial township for a State or Central Government organization in India; and
- (b). Preparation of Detailed Project Report including architectural and engineering design & drawings, detailed costing and BOQ for various interventions; and
- (c). Preparation of bid documents and assistance in bid process management for selection of construction agencies for EPC or PPP developers etc.
- (d). Project shall be for a State or Central Government organization in India; and
- (e). Project shall be for minimum professional fee of Rs. 50 lacs

(iii). **Projects related to Master planning and preparation of Detailed Project**

Report

The Scope of the project shall include

- (a). Preparation of a master plan involving area-based planning for various interventions for developing a tourist destination or urban area or an industrial township for a State or Central Government organization in India; and
- (b). Preparation of Detailed Project Report including architectural and engineering design & drawings, detailed costing and BOQ for various interventions; and
- (c). Project shall be for a State or Central Government organization in India; and
- (d). Project shall be for minimum professional fee of Rs. 50 lacs

(iv). **Projects related to Master Planning**

The Scope of the project shall include

- (a). Preparation of master plan involving area-based planning for various interventions for developing a tourist destination or urban area or an industrial township; and
- (b). Project shall be for a State or Central Government organization in India; and
- (c). Project shall be for minimum professional fee of Rs. 50 lacs

3.2.6. Certificate regarding Project Fee from consultancy assignment

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 3.2.2 above should be received by the Applicant and certified by Statutory Auditor/Authorized Signatory shall be considered.

3.3. Empanelment of Applicants

Only those Applicants whose Technical Proposals score of 50 (fifty) 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. The top 10 applicants will be empanelled by the Authority.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Empanelment Process. Notwithstanding anything to the contrary contained in this RFQ, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the “**Prohibited Practices**”) in the Empanelment Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, take action as per the Bid Security Declaration.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOE or the Agreement, if an Applicant 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 Empanelment Process, or after the issue of the LOE or the execution of the Agreement, such Applicant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, 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 Empanelment 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 Empanelment Process or the LOE or has dealt with matters concerning the Agreement 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 Empanelment Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Empanelment Process or after the issue of the LOE, as the case may be, any person in respect of any matter relating to the Project or the LOE, who at any
-

time has been or is a legal, 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 Empanelment 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 Empanelment 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 Empanelment 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 Empanelment Process.

5. MISCELLANEOUS

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

SCHEDULES

SCHEDULE - 1: GENERAL TERMS OF REFERENCE (TOR)

(This TOR is indicative and can undergo change depending on the States and Destination, which will be finalized at the time of inviting proposals for selection of PDMCs)

(See Clause 1.2)

1. About Swadesh Darshan 2.0 Scheme

Ministry of Tourism, Government of India has formulated Swadesh Darshan 2.0 Scheme for developing Sustainable and Responsible Tourist Destinations in the country. The Detailed Guidelines of the Scheme are available on the website of Ministry of Tourism. The Scheme is to be implemented through Central Implementing Agencies and State Implementing Agencies through the State Government. The Ministry of Tourism will select 2-3 destinations for each State based on State Perspective Plan.

2. Project Development and Design Consultants

Project Development and Management Consultant will provide end to end support for project planning, design, bid process, supervision, and monitoring of the Scheme at the destination level. It will provide necessary technical and managerial support to State Steering Committee, State Mission Director and Destination Management Committee. PDMC will also assist in various destination improvement activities.

3. Empanelment and Selection of PDMCs

Ministry of Tourism will empanel reputed agencies having requisite experience for providing services as PDMCs. States/ UTs will select one of the empanelled PDMCs for services within the State. It will be the endeavour to appoint one PDMC for each State for all the destinations, which are sanctioned.

4. Overview of PDMC's scope of work

- 4.1. PDMC will be responsible to provide end to end support for planning, design, development and project management of the destinations selected under the Scheme. Apart from hard infrastructure, there will also be a number of soft interventions at the destination including various destination improvement activities.

- 4.2. There will be a full time Project Manager at the State Headquarter and Two full time Project Coordinators at each destination during the entire period of the assignment.
- 4.3. There will be a Team leader, who will be supported by various experts in the field of urban planning, architecture, infrastructure planning, engineering, structure, electrical and other subject matter experts for specialized services, who would be required part time as per the needs of the projects. They would work from their usual place of work but visit the state headquarter and destination as often as may be required for the project. There will also be other supporting junior technical, professional and administrative staff assisting these experts.
- 4.4. The Consultant would also be responsible for provisioning for various other areas, which may not be in the core expertise of the Consultant such as assistance in marketing and promotion, digitalization, skill development, capacity building of stakeholders and other ancillary and incidental activities to ensure holistic support. The consultant may engage sub-consultants for such activities as may be allowed in the Model RFP.
- 4.5. The Consultant will also be required to participate and make presentations various levels during the course of assignment.
- 4.6. Most of the work of the consultant is described here, however, there would be work incidental to the scope of work, not explicitly defined, that will emerge during the course of assignment. The Consultant will be required to undertake the same as part of the scope of work.

5. Detailed Scope of Work

5.1. Broad Component of the Work

The scope of PDMC's work is divided into following broad components namely Planning, Design, Monitoring and Project Management spread over the following stages:

- (i) Destination Master Plan for the Selected Destinations
- (ii) Detailed Project Report for the identified interventions
- (iii) Preparation of Bid Documents and Bid Process Management leading to selection of Contractors/ Executing Agencies
- (iv) Project Monitoring & Reporting

- (v) Support in on-boarding O&M Agencies
- (vi) Assistance in undertaking Destination Improvement Activities

5.2. Destination Master Plan

PDMC would be required to prepare Master Plan for each destination which would cover the following aspects and as per the SOP / format notified by the Authority in this respect:

- (i) Overview of the Destination
 - (a) Name & Introduction of Destination;
 - (b) Location & Area of Study / Intervention;
 - (c) Regional Setting (Nearby attractions & surroundings within a day-trip);
 - (d) Physiography & Climate (Peak and off-peak Season);
 - (e) Demography;
 - (f) History;
 - (g) Tourism USP (Tangible and Intangible Heritage, Products & Experiences);
 - (h) Tourist Data (past trends / tourist profile / spending pattern)
- (ii) Destination Carrying Capacity assessment
- (iii) Vision for the destination including its positioning and target outcomes in terms of tourist footfalls, overnight stay, per capital spend, etc.
- (iv) Current Situation Analysis / As-is Assessment of various parameters:
 - (a) Destination Connectivity (Air, Rail, Road and Waterways);
 - (b) Destination attractions (Products & Offerings, Accommodation, Safety & Security, Cleanliness & Hygiene, Water & Power supply, Communication network, Clearances, ICT Readiness, etc.);
- (v) Details of projects planned by the State in next 3 years on the above parameters.
- (vi) Identification of Gaps / Challenges
- (vii) Proposed Interventions in light of the identified gaps / challenges at the destination on the above parameters.
- (viii) Broad Cost Estimates including O&M costs
- (ix) Implementation timeline

(x) Project Layout Plan displaying layers of existing and proposed interventions. Integrating with PM Gati Shakti platform.

(xi) Detailed Walkthrough of the Masterplan

The PDMC will also update the master plan every six month with latest development and improvement as may be required during the course of implementation of the Scheme at the selected destination.

5.3. Detailed Project Reports

PDMC shall be required to prepare DPRs for the projects approved under the Destination Master Plan as per the SOP / format notified by the Authority. The DPRs shall include:

- (i) Field/ laboratory Investigations, surveys, technical specifications & Standards,
- (ii) Design & drawings,
- (iii) BOQ,
- (iv) O&M Costs,
- (v) Procurement (tendering) Plan etc.

PDMC shall also assist User Agency in procurement of Clearances.

PDMC will also help the State in preparing DPRs for any other initiative which may be approved as part of the Scheme subsequent to the master plan. Similarly, PDMC shall also assist in preparing DPRs for various soft interventions to be made at the destination.

5.4. Bid documents for procurement of contractors

PDMC shall prepare Bid Documents and assist States in bid process management leading to selection of contractors for various projects as proposed in the DPR and Master Plan.

5.5. Project Monitoring

- (i) PDMC will monitor the progress of various projects as per the implementation schedule and would provide monthly progress report to the User Agency / Authority.

- (ii) PDMC would support User Agency in resolution of project issues and implementation of the project as per Swadesh Darshan 2.0 guidelines
- (iii) PDMC shall assist User Agency in Capacity building through workshops, visits and training programs to enable IEC initiatives including social media presence, portal development, mobile applications, MIS Dashboard etc.
- (iv) All the work has to be done according to the guidelines of Swadesh Darshan Scheme.
- (v) Assistance to User Agency in enabling IEC initiatives including social media presence, portal development, mobile applications, MIS systems, etc.
- (vi) PDMC would assist User Agency in the process of getting funds released from the Authority through timely submission of UC and other documents.

5.6. Project Closure

PDMC would assist User Agency in successful closure of the project including Project Completion Report, Photographs / Videography of the completed assets, etc.

5.7. Provide support for getting O&M agencies in place

PDMC shall assist the User Agency in securing the O&M of the developed assets which would include selection of O&M operator & implementation of O&M plan as envisaged as per approved DPR.

5.8. Assistance in undertaking Project Improvement Activities

PDMC shall assist State / UT in undertaking following activities in parallel to destination development -

- (i) Promoting AKAM at the Destinations
- (ii) Swachhta Campaign at Destinations
- (iii) Logo Design Competition
- (iv) Tourism Survey / Data collection
- (v) Destination microsite/ app / helpline
- (vi) Skill Development Workshops
- (vii) Promotion of Homestays and BnB
- (viii) Integration of Digital Interface
- (ix) Investment Promotion Roadshows

These activities will be undertaken for general tourism ecosystem improvement in parallel to the destination development initiatives as per the sanctioned projects. These activities are representative and additional activities may be required to be undertaken at the destination.

6. Deliverables and Payment Schedule

- 6.1. **The** Consultant shall be responsible to undertake various activities regarding planning, development and improvement of the destination and deliver the following deliverables (the “Deliverables”) during the course of this Consultancy.
- 6.2. Each deliverable shall include an executive summary, analysis, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices.
- 6.3. 2 (two) hard copies and soft copies of all the Reports mentioned herein below shall be submitted to the User Agency.
- 6.4. The staged deliverables for each destination will include:

Sn	Stages	Payment Terms
1	Inception Report	NA
2	Draft Master Plan for Destination	5%
3	Final Destination Master Plan and Approval thereof	10%
4	Draft DPR	10%
5	Final DPR	5%
6	Draft Bid Documents	5% (Prorate to the No. of Packages)
7	Issue of Work Order(s)	5% (Prorate to the Value of WOs)
8	Release of 30% limit to IA	10%
9	Release of 65% limit to IA	15%
10	Release of 95% limit to IA	15%

11	Release of 100% limit to IA / Project Completion Report	10%
12	Support in O&M	10%
	TOTAL	100%

GST shall be paid extra as per applicable rates.

7. Timelines

- 7.1. The total duration for preparation of the Master Plan, DPR, Bid Documents and Project Implementation shall be 26 months, excluding the time taken by the Authority / User Agency in providing the requisite documents or in conveying its comments on the Reports. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed.
- 7.2. Services will be required beyond 26 months towards on-boarding of O&M agencies which is required to be completed within 3 months of project completion.
- 7.3. Time schedule for important Deliverables of the Consultancy is given below:

Sn	Stages	Duration
1	Inception Report	15 days
3	Destination Master Plan (DMP)	3 months
4	Draft DPR	3 months
5	Final DPR	15 days
6	Bid Documents	1 month
7	Project Implementation	18 months
8	Onboarding of O&M agencies	Within 3 months of project completion

8. PDMC Team Structure

- 8.1. PDMC will be responsible to provide multi-disciplinary teams with requisite skill sets to provide the services for the project. One PDMC for each State/UT has been

envisaged to be selected under Stage II RFP for Selection of PMDC by respective State/ UT.

- 8.2. There will be a full time Project Manager at the State Headquarter and Two full time Project Coordinators at each destination during the entire period of the assignment.
- 8.3. There will be a Team leader, who will be supported by various experts in the field of urban planning, architecture, infrastructure planning, engineering, structure, electrical and other subject matter experts for specialized services, who would be required part time as per the needs of the projects. They would work from their usual place of work but visit the state headquarter and destination as often as may be required for the project. There will also be other supporting junior technical, professional and administrative staff assisting these experts.
- 8.4. The Consultant would also be responsible for provisioning for various other areas, which may not be in the core expertise of the Consultant such as assistance in marketing and promotion, digitalization, skill development, capacity building of stakeholders and other ancillary and incidental activities to ensure holistic support. The consultant may engage sub-consultants for such activities as may be allowed in the Model RFP.
- 8.5. **Team Composition**

(i) Key Personnel for the State (CV to be evaluated during selection process)

Sn	Profile	Input Type
1	Team Leader	Part Time
2	Project Manager cum Infrastructure Expert	Full Time at State HQ
3	Planning Expert	Part Time
4	Architect	Part Time
5	Procurement Expert	Part Time

(ii) Destination Personnel (CV to be provided for minimum eligibility during selection process)

6	Project Coordinator 1	Full Time
7	Project Coordinator 2	Full Time

(iii) Support technical and professional staff (No CVs will be required)

The team will be supported by other technical and professional staff as may be required such as structural engineer, electrical engineer, landscape architect, surveyor and draftsman for the core project services of planning, design and execution.

(iv) Subject matter experts for various soft interventions

The consultant will have to arrange subject matter experts on various soft interventions such as marketing and promotion, digital initiatives, skilling, capacity building etc.

8.6. Key Personnel's Qualification and Responsibilities

(i) Key Personnel – Qualification and Experience

Sno.	Profile	Qualification	Experience
1	Team Leader	PG in Management / MBA	<ul style="list-style-type: none"> • Minimum 10 years' experience • Experience in project assessment, planning, design and monitoring in tourism or urban development sector
2	Project Manager -cum- Infrastructure Expert	Post-Graduate in Civil Engineering / Construction Management	<ul style="list-style-type: none"> • Minimum 8 years' experience • Experience in infrastructure planning and development, preparation of DPR and project monitoring
3	Planning Expert	Post-graduate in Planning / Urban Design / Architecture	<ul style="list-style-type: none"> • Minimum 8 years' experience • Experience in preparation of master plans
4	Architect	Bachelor's in architecture	<ul style="list-style-type: none"> • Minimum 8 years' experience • Experience in preparation of architectural plans, design and detailed drawings for concept, tendering and construction.
5	Procurement Expert	Graduate in Civil / Mechanical Engineering	<ul style="list-style-type: none"> • Minimum 8 years' experience • Experience in undertaking bid process management

(ii) Destination Personnel – Qualification and Experience

Sno	Profile	Qualification	Experience
1	Project Coordinator 1	BE or BTech in Civil/ Mechanical Engineering	<ul style="list-style-type: none"> Minimum 5 years' experience Experience in project planning and monitoring preferably related to urban / tourism sector
2	Project Coordinator 2 (Non-Technical)	Graduate in any stream	<ul style="list-style-type: none"> Minimum 5 years' experience Experience in implementing community / social initiatives including capacity building, events, roadshows, consultations etc.

(iii) Key Personnel – Indicative Responsibilities

Sno.	Profile	Indicative Responsibilities
1	Team Leader	<ul style="list-style-type: none"> Responsible for overall management Leading discussions with senior stakeholders Ensuring timely mobilization / demobilization of staff as per the requirement. Ensuring quality and timely deliverables Establishment of Performance Monitoring System Review project & enable in project issues resolution Drive sustainability principles across various project milestones
2	Project Manager cum Infrastructure Expert	<ul style="list-style-type: none"> Preparation of Masterplan and DPRs Undertaking stakeholder consultations Prepare project schedule and monitor progress Assess project issues and impact on timeline / cost enable in project issues resolution. Assist in contract management Assist in 3rd party inspections Assist in submission of UCs and Reports
3	Planning Expert	<ul style="list-style-type: none"> Preparation of Destination Master Plans and DPR Undertake research and data analysis Undertaking stakeholder consultations Undertaking site planning at destination / attractions / tourist amenity with best practices of sustainability principle, low-impact development, green

		infrastructure, climate resilience.
4	Architect	<ul style="list-style-type: none"> • Undertake research, surveys and investigations • Review layout / structural elements • Planning / review of landscaping plans • Ensuring sustainability and climate resilient development elements • Detailed architectural layout and drawings • Finalisation of specifications and standards • Design layout/structural elements
5	Procurement Expert	<ul style="list-style-type: none"> • Procurement planning • Preparation of procurement documents and assisting in award of work. • Procurement progress reporting and annual review of the procurement Plan • Contract management and administration

(iv) Destination Personnel – Indicative Responsibilities

	Project Coordinator 1 (Technical)	<ul style="list-style-type: none"> • Preparation of reports and documents • Co-ordination between various agencies & contractors • Co-ordination with State Tourism Dept., & Ministry of Tourism • Tracking project progress / resource deployment • Providing reports in desired formats to State / Ministry • Any other task required to be undertaken for destination development and improvement.
	Project Coordinator 2 (Non-Technical)	<ul style="list-style-type: none"> • Development of various reports and documents • Co-ordination between various implementing agencies / contractors/ State Tourism Dept., & Ministry of Tourism • Tracking project progress / resource deployment • Assisting in creating destination specific data/content for initiatives • Coordinating scheme level events and initiatives at the destination in support of State/IA. • Any other task required to be undertaken for destination development and improvement.

9. Office Space at State / Destination

- 9.1. The User Agency shall provide sufficient space and the consultant shall establish a Project Office at the State & the selected destination, for efficient and coordinated performance of its Services.

10. REPORTING

- 10.1. The Consultant will work closely with the State Mission Director. The User Agency shall establish Destination Management Committee as per the Swadesh Darshan 2.0 Guidelines to enable conduct of this assignment. A designated State Mission Director of the User Agency will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- 10.2. The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the User Agency / Authority.
- 10.3. The Consultant will make presentations on progress of various initiatives and deliverables. The Consultant is required to prepare and submit regular reports on various aspects of the ongoing works.

11. DATA TO BE MADE AVAILABLE BY THE AUTHORITY

Available data as may be required by the Consultant will be provided by the User Agency on request. The Nodal Officer designated by the User Agency shall facilitate handing over of such information to the Consultant.

12. COMPLETION OF SERVICES

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the User Agency / Authority in soft copies through pen drives and hard form. The study outputs shall remain the property of the User Agency / Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the User Agency / Authority of all the Deliverables of the Consultant. The User Agency / Authority shall issue a certificate to that effect.

SCHEDULE - 2: DRAFT LETTER OF EMPANELMENT

Date: _____

To,

Subject: Empanelment of consultants as PDMC for Swadesh Darshan 2.0 Scheme.

Sir /Mam,

In reference to the RFQ No., the Competent Authority of Ministry of Tourism has approved your empanelment as Project Development and Monitoring Consultant under Swadesh Darshan Scheme for a period of 3 (three) years w.e.f. date of Empanelment. This period may be extended for a further period of additional 2 (two) years (subject to one year at a time) based on your performance and /or need of SD Division, Ministry of Tourism. The empanelled consultant / PDMC may be required to furnish additional requisite documents for renewal as decided by the Authority.

The terms of empanelment will be governed by the RFQ No. You are requested to submit a signed copy of this letter in acknowledgment and acceptance of the empanelment within 7 (seven) days of receipt of this Letter of Empanelment.

Yours Faithfully,

SCHEDULE - 3: GUIDANCE NOTE ON CONFLICT OF INTEREST (FOR CONSULTANT)

(See Clause 2.4)

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFQ 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; or
 - (ii) no consultant should be involved in owning or operating entities resulting from the project; or
 - (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.

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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 wall 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.
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APPENDICES

APPENDIX-I: TECHNICAL PROPOSAL FORMS FOR EMPANELMENT

(See Clause 2.1.3)

Form 1: Letter of Proposal for Empanelment

(On Applicant's letter head)

(Date and Reference)

To,
Secretary Tourism,
Government of India

Sub: Request for Qualification (RFQ) No. SD-8/3/2022 dated 14th July 2022 for Empanelment of Project Development and Management Consultants (PDMCs) for Swadesh Darshan Scheme 2.0.

Sir,

1. With reference to your RFQ Document mentioned above, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Empanelment of PDMCs for Swadesh Darshan 2.0. 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 empanelment 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 empanelment as PDMC 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 three years, we or any of our Associates have neither

failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
 - (a). I/We have examined and have no reservations to the RFQ 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 RFQ 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 of the RFQ 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 RFQ, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Empanelment Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 5.2 of the RFQ document.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for the Empanelment as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors / Managers / employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the empanelment of Consultant or in connection with the Empanelment Process itself in respect of the above-mentioned Project.
14. A bid securing declaration is attached, in accordance with the RFQ document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFQ document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 90 (ninety days) days from the PDD specified in the RFQ.
17. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 5/6.
18. I/We have studied RFQ and all other documents carefully. We understand that except to the extent as expressly set forth in the RFQ 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 Empanelment Process including the award of empanelment.
19. I/We agree and undertake to abide by all the terms and conditions of the RFQ Document.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

APPENDIX-I

Form 1 (A): Checklist of Minimum Eligibility

Sn	Eligibility Criterion	Whether Met	Documentary Evidence submitted and Page Reference
1	The Applicant should be a company incorporated in India under the Companies Act, 1956/ 2013 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008/ Indian Partnership Act, 1932 or a proprietorship firm	Yes/ No	To be provided as per Appendix 1, Form 2 Pg.
2	Availability of Staff: The Applicant must have a minimum of Twenty Five (25) Full Time Regular Technical and Professional Staff on rolls, capable of undertaking independent monitoring and evaluation work.	Yes /No	To be provided as per Appendix 1, Form 12
3	Technical Capacity: The Applicant shall have, over the past five (5) years preceding the PDD, undertaken a minimum of 2 (two) Eligible Assignments as specified in Clause 3.1 In case of a Consortium, at least 1 (one) eligible assignment should be of the Lead Member of the Consortium and other 1 (one) may be of any other member of the Consortium.	Yes/ No	Form 8 Pg. ____ to ____ Form 9. Pg. ____ to ____
4	Financial Capacity: The Applicant (or the lead member in case of consortium) shall	Yes/ No	Form 7

	have minimum average annual revenue of Rs. 25 Crore (Rupees Twenty-five Crore only) from professional fees during each of the last 3 (three) financial years (i.e. 2018-19, 2019-20 & 2020-21) preceding the PDD. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients.		Pg.
5	The Applicant shall not be under declaration of ineligibility for corrupt or fraudulent practices with any Central/ State Government Organization and should not have been blacklisted as on the date of submission of bid.	Yes/ No	Letter of Proposal of Empanelment Pg.
6	Past performance of the Applicant An applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.	Yes/ No	Letter of Proposal of Empanelment Pg.

APPENDIX-I

Form 2: Particulars of the Applicant

1.1	Title of Consultancy: Project Development and Management Consultant
1.2	Title of Project: Empanelment of Project Development and Management Consultant under Swadesh Darshan 2.0 Scheme
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm / Lead Member of a consortium
1.4	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership, etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers, e-mail of authorized signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No.: E-mail address: Attach: Copy of Certificate of Incorporation /Registration /any other document to prove proprietorship, copy of PAN card and copy of GST Registration along with this Form 2.

1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p> <p>Attach: Copy of Certificate of Incorporation /Registration /any other document to prove proprietorship, copy of PAN card and copy of GST Registration along with this Form 2.</p>
1.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p>Yes/No</p> <p>(ii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p>Yes/No</p> <p>(iii) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p>Yes/No</p> <p>(iv) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> <p>Yes/No</p> <p>Note: If answer to any of the questions at (i) to (iv) is yes, the Applicant is not eligible for this consultancy assignment.</p>

1.7	<p>Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?</p> <p>Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p>Yes/No</p>
1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p>Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p>Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?</p> <p>Yes/No</p> <p style="text-align: right;">(Signature, name and designation of the authorised signatory)</p> <p style="text-align: right;">For and on behalf of</p>

APPENDIX-I

Form 3: Format of Joint Bidding Agreement

(in case the Applicant is a Consortium)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...
(hereinafter referred to as the "Agreement")

AMONGST

1. [●], a company incorporated under the Companies Act, 1956/Companies Act, 2013 and having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. [●], a company incorporated under the Companies Act, 1956/Companies Act, 2013 and having its registered office at..... (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. [●], a company incorporated under the Companies Act, 1956/ Companies Act, 2013 and having its registered office at..... (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND AND THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

(a) Ministry of Tourism, Government of India (hereinafter referred to as the "Authority" which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the "Applications"), by its Request for Qualification No. dated..... (the "RFQ") for Name of the Assignment (the "Consultancy").

(b) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium (the "Members") and in accordance with the terms and conditions of the RFQ and

other bid documents in respect of the Consultancy, and

(c) It is necessary condition under the Consultancy document that the members of the Consortium shall enter into this Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

2. Consortium

a. The Parties do hereby irrevocably constitute a consortium (the —Consortium||) for the purposes of jointly participating in the selection process for the Consultancy.

b. The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services (the “Consultancy Agreement”) with the Authority and for performing all obligations as the Consultant in terms of the Agreement for the Consultancy.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a. Party of the First Part shall be the Member in Charge/Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the satisfactory completion of services;

b. Party of the Second Part shall be [●];and

c. Party of the Third Part shall be [●].

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ and the Consultancy Agreement, for the performance of the said Agreement.

6. Member in Charge or Lead Member

Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Agreement through the Member in Charge / Lead Member, and the Authority shall be entitled to deal with such Lead Member as the representative of all Members. Each Party agrees and acknowledges that:

- a. Any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Lead Member on any matters related to the Consultancy Agreement shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Lead Member;
- b. consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Lead Member and the Authority shall have the right to release payments solely to the Lead Member and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Members;
- c. any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Consultancy Agreement) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Members.

7. Representation of the Parties

Each Party represents to the other Parties that as of the date of this Agreement:

- a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this

Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained; (ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(vi) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(vii) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement, RFQ and the Consultancy Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the satisfactory completion of services, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

9. Miscellaneous

a. This Joint Bidding Agreement shall be governed by laws of India.

b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

<div>SIGNED, SEALED AND DELIVERED</div> <div>For and on behalf of Authority:</div>	<div>SIGNED, SEALED AND DELIVERED</div> <div>For and on behalf of Consultant</div>
--	--

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

APPENDIX-I

Form 4: Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: RFQ for Project

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, the constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFQ document.

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

I/We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal.

Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

APPENDIX-I

Form 5: Power of Attorney for Authorised Representative

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised 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, proposed to be done by the (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

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

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-I

Form 6: Power of Attorney for Lead Member

Whereas the Ministry of Tourism (the “Authority”) has invited applications from interested parties for the(the “Project”).

Whereas,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification (RFQ) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at, M/s. having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the

powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF

For (Signature)
..... (Name & Title)

For (Signature)
..... (Name & Title)

For (Signature)
..... (Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power

of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate

Appendix -I

Form 7: Financial Capacity of the Applicant

Sn	Financial Year	Annual Revenue from consultancy assignments (in INR)
1	2018-19	
2	2019-20	
3	2020-21	

Certificate from the Statutory Auditor¹

This is to certify that..... (Name of the Applicant) 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:

Exchange rate should be taken as Rs. 75 per US \$ for conversion to Rupees.

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

¹ 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.

APPENDIX-I

Form 8: Abstract of Eligible Assignments of the Applicant

Sn	Name of Project	Name of Agency	Name of Client	Estimated capital cost of Project (in Rs. lakh)	Professional Fees received by the Applicant (in Rs. lakh)
(1)	(2)	(3)	(4)	(5)	(6)
Projects listed for 3.2.5 (i)					
Projects listed for 3.2.5 (ii)					
Projects listed for 3.2.5 (iii)					
Projects listed for 3.2.5 (iv)					

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

(Signature, Name and Designation of the Firms Authorized Signatory/ Statutory Auditor/ CA)

Date:

NOTE: Project enlisted to detailed individually as per Form 9. Additional rows may be added as required

APPENDIX-I

Form 9: Eligible Assignments of Applicant

1	Name of the Applicant	
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 Applicant as consultancy 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 Applicant	
<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 10: Format for Bid Securing Declaration

(On Applicant'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 (fraud and corrupt) practice specified in section 4 of the RFQ.
- (b). Withdraw our Bid during the period of bid validity as specified in the RFQ document and as extended by the Applicant from time to time.
- (c). Are found to have a conflict of interest as specified in clause 2.3.

Signed:

(Signature, name and designation of the authorized signatory)

APPENDIX-I

Form 11: Bank Guarantee for Performance Security

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 on text 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, theday 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.
- iii. Bank Guarantee as prescribed in clause no. 2.20 to be submitted only after selection for empanelment.

APPENDIX-I

**Form 12: Particulars of Full Time Regular Technical & Professional Staff On Rolls of
the Applicant (Lead member in case of Consortium)**

(On Applicant's letter head)

Sn	Designation / Functional Area	Total Count of Full Time Regular Technical & Professional Staff on Rolls

Signed:

(Signature, name and designation of the authorized signatory)

NOTE:

- i. For only permanent employees on payrolls of Applicant; Exclude subcontractors or contractual employees*