

LETTER OF INVITATION

**Government of India
Ministry of Tourism
International Cooperation Division**

Transport Bhawan
1 Parliament Street
New Delhi – 110001

No. IC-11/7/2018-IC

Dated: 30.12.2022

To,

- i. M/s Ernst & Young LLP, New Delhi, India.
- ii. M/s Pricewaterhouse Coopers Private Limited, Haryana, India.
- iii. M/s Deloitte Touche Tohmatsu India LLP, Gurugram, Haryana, India.
- iv. M/s Boston Consulting Group (BCG), Gurugram, Haryana, India.
- v. M/s Oliver Wyman, Mumbai, India.

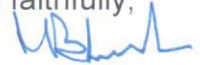
Subject: RFP for Selection of High-Level Consultant for Strategy and Program Management Support for Ministry of Tourism during India's G-20 Presidency.

Sir / Madam,

Kindly refer to the No. IC/8/7/2020-IC dated 02.12.2022 regarding short listing of agency on the subjected cited above.

2. In continuation the above letter Ministry of Tourism now invites proposals, from the shortlisted agencies and RFP document is attached herewith.
3. Proposal must be submitted no later than 4:00 PM on 20th January 2023. Any proposal received after the closing time for submission of proposals shall be returned unopened.
4. The Request for Proposal (RFP) has been published on the Ministry of Tourism website (tourism.gov.in).

Yours faithfully,



RK Bhati

Asstt. Director General
(International Cooperation Division)

Request for Proposal
for
Selection of High-Level Consultant
for Strategy and Program Management Support
for Ministry of Tourism during India's G-20 Presidency



सत्यमेव जयते

RFPReference No: IC-11/7/2018-IC dated 30.12.2022

Ministry of Tourism
Government of India

1	INTRODUCTION	4
1.1.	ABOUT MINISTRY OF TOURISM	4
1.2.	ABOUT INDIA'S G-20 PRESIDENCY.....	4
1.3.	INDIA'S G-20 PRESIDENCY – AN UNPARALLELED OPPORTUNITY FOR THE TOURISM SECTOR	4
1.4.	HIGH LEVEL CONSULTANT TO ASSIST THE MINISTRY OF TOURISM	5
1.5.	REQUEST FOR PROPOSAL (RFP)	5
1.6.	DUE DILIGENCE BY APPLICANTS	6
1.7.	AVAILABILITY OF RFP DOCUMENT	6
1.8.	VALIDITY OF THE PROPOSAL	6
1.9.	BRIEF DESCRIPTION OF THE SELECTION PROCESS	6
1.10.	SCHEDULE OF SELECTION PROCESS.....	6
1.11.	PRE-BID QUERIES	6
1.12.	PRE-BID CONFERENCE.....	7
1.13.	COMMUNICATIONS AND NODAL OFFICER	7
2	INSTRUCTIONS TO APPLICANTS.....	8
2.1.	SCOPE OF PROPOSAL.....	8
2.2.	CONSULTANCY TEAM	8
2.3.	POWER OF ATTORNEY	8
2.4.	CONFLICT OF INTEREST	8
2.5.	VERIFICATION OF INFORMATION	11
2.6.	ACKNOWLEDGEMENT BY APPLICANT	11
2.7.	RIGHT TO REJECT ANY OR ALL PROPOSALS.....	12
2.8.	MISREPRESENTATION/ IMPROPER RESPONSE BY THE APPLICANT.....	12
2.9.	CONTENTS OF THE RFP.....	12
2.10.	CLARIFICATIONS.....	13
2.11.	AMENDMENT OF RFP	14
2.12.	EXTENSION IN PROPOSAL DUE DATE	14
2.13.	PREPARATION AND SUBMISSION OF PROPOSAL.....	14
2.14.	TECHNICAL PROPOSAL.....	15
2.15.	FINANCIAL PROPOSAL	16
2.16.	SUBMISSION OF PROPOSAL.....	17
2.17.	PROPOSAL DUE DATE.....	18
2.18.	LATE PROPOSALS	18
2.19.	MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS.....	18
2.20.	BID SECURITY DECLARATION	18
2.21.	PERFORMANCE SECURITY	19
2.22.	EVALUATION OF TECHNICAL PROPOSALS FOR SELECTION	19
2.23.	CONFIDENTIALITY	20
2.24.	CLARIFICATIONS FROM APPLICANTS.....	21
2.25.	APPOINTMENT OF CONSULTANT.....	21
2.26.	PROPRIETARY DATA.....	23
3	CRITERIA FOR EVALUATION.....	24
3.1.	EVALUATION OF TECHNICAL PROPOSALS.....	24
3.2.	EVALUATION OF FINANCIAL PROPOSAL.....	27

3.3. COMBINED AND FINAL EVALUATION.....	27
4 FRAUD AND CORRUPT PRACRTICES.....	29
5 MISCELLANEOUS.....	31
SCHEDULES	32
SCHEDULE - 1: TERMS OF REFERENCE (TOR)	32
SCHEDULE - 2: AGREEMENT	47
SCHEDULE - 3: GUIDANCE NOTE ON CONFLICT OF INTEREST (FOR CONSULTANT).....	48
APPENDICES	50
APPENDIX-I: TECHNICAL PROPOSAL FORMS.....	51
FORM 1: LETTER OF PROPOSAL FOR SELECTION.....	51
FORM 2: STATEMENT OF LEGAL CAPACITY	55
FORM 3: POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE	56
FORM 4: PARTICULARS OF KEY PERSONNEL/ EXPERTS.....	58
FORM 5: CURRICULUM VITAE (CV) OF KEY PERSONNEL	59
FORM 6: PROPOSED APPROACH & METHODOLOGY	62
FORM 7: FORMAT FOR BID SECURING DECLARATION.....	63
FORM 8: BANK GUARANTEE FOR PERFORMANCE SECURITY	64
APPENDIX-II: FINANCIAL PROPOSAL FORMS	67
FORM 1: COVERING LETTER	67
FORM 2: FINANCIAL PROPOSAL	68

1 INTRODUCTION

1.1. About Ministry of Tourism

Tourism is one of the fastest-growing sectors globally and has a significant impact on trade, investment, infrastructure development, employment generation, and social inclusion. The Ministry of Tourism (MOT) (hereinafter referred to as “**Authority**”), is responsible for the formulation and administration of policies and programs for the development and promotion of the tourism sector in the country in partnership with other Ministries of the Central Government, State Governments, and Private Sector.

1.2. About India’s G-20 Presidency

India has assumed the Presidency of the G-20 (“G-20 Presidency”) for the first time wef 1st December, 2022. The Ministry of Tourism has been entrusted with the role of anchoring the tourism track during the G-20 Presidency and shall be responsible for setting out agenda/ priorities and deliverables including organizing Tourism Working Group G-20 (TWG G-20) and tourism ministerial meetings.

1.3. India’s G-20 Presidency – an unparalleled opportunity for the tourism sector

The G-20 Presidency will give India’s tourism sector an unparalleled opportunity to highlight India’s tourism offerings and share India’s success stories on the global stage. Hosting of G20 Presidency would also result in economic opportunities in travel, tourism, and hospitality sector for India. India’s aspirations for tourism sector include:

- (i). Position Tourism, post pandemic, at Centre of Economic recovery

Ministry of Tourism aspires to use this opportunity as a watershed moment in India’s tourism sector. The Ministry will work with other Central Ministries, State Governments and the Private Sector to position the tourism sector, post pandemic, at center of accelerating economic growth and achieving 2030 sustainable development goals.

- (ii). Developing India’s priorities to position India as a thought leader in Tourism

Developing a roadmap and implementation plan for India’s five priorities of Green Tourism, Digitalization, Skills, Tourism MSMEs and Destination Management. The draft National Tourism Policy of India drive these priorities. Ministry of Tourism will ensure that India’s priorities are a shared vision of the Central Government, State Governments and Private Sector. These priorities will have to be detailed not only for Tourism Working Group but also for the States and Private Sector in India.

(iii). Implementing India's priorities

A clear roadmap and action plan for implementation of these priorities for India will go a long way in India establishing a leadership position in these areas and truly being acknowledged by others. India will undertake pilot implementation in these thematic areas to establish these practices on the ground and replicate them at various tourism destinations across the country.

(iv). Organize Visit India 2023 Campaign to boost Inbound tourism

Using the backdrop of India's G-20 Presidency, the Ministry of Tourism will declare 2023 as Visit India Year to generate strong interest in the world in visiting India. It will provide impetus to the early recovery of India's inbound tourism post pandemic and position India as a preferred tourist destination in Asia. In order to strengthen support in overseas markets, Market Representation Agencies will have to be positioned in various source markets.

(v). Attract investment in tourism sector

Ministry has chalked out ambitious plan for growth of India's tourism sector and private sector will play a significant role. Ministry of Tourism will launch concerted efforts to promote private sector investment and public private partnership to accelerate growth of tourism sector.

1.4. High Level Consultant to Assist the Ministry of Tourism

In order to translate the opportunities for tourism sector during India's G-20 Presidency, it has become essential to engage a global management consultant having multi-disciplinary skills and expertise (the "**Consultant**") with proven experience in the tourism sector. The Consultant shall support the Ministry in achieving the aspirations for tourism sector through strategy, oversight, and program management across multiple initiatives and activities.

1.5. Request for Proposal (RFP)

The Ministry of Tourism (hereinafter referred as the '**Authority**') hereby invites proposals (referred as '**Proposal**') from shortlisted firms (hereinafter referred as the '**Applicant**' or the '**Bidder**' or the '**Consultant**') for Selection of High-Level Consultant (hereinafter called as "**Consultant**") for strategic and program management support during India's G-20 Presidency as per the terms of reference specified at **Schedule-1** (the "**TOR**").

1.6. Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority.

1.7. Availability of RFP Document

RFP document will be sent by email to the shortlisted agencies.

1.8. 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”).

1.9. Brief description of the Selection Process

The Authority has adopted a **two-stage selection process** (collectively the “**Selection Process**”) for evaluating the Proposals invited from the shortlisted agencies, comprising of technical and financial proposal.

In the first stage, a technical evaluation will be carried out as specified in the RFP and in the second stage, a financial evaluation will be carried out as specified in the RFP. Proposals will finally be ranked according to their combined technical and financial scores as specified in technical evaluation criteria in the RFP.

1.10. Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

S.no	Event Description	Timeline
1.	Last date for receiving queries	5 th January 2023
2.	Pre-bid Conference	6 th January 2023
3.	Response to pre-bid queries	9 th January 2023
4.	Proposal Due date or PDD	20 th January 2023

1.11. Pre-Bid Queries

Applicants will be informed by email about any corrigendum including change in schedule, addendum, or any communication in this regard.

The applicant may submit the queries regarding the document as per the timelines given in clause 1.8. The queries should be addressed to the Nodal Officer mentioned in clause 1.10. The queries must be asked in the following format:

S No.	Relevant Clause of RFP	Page No of RFP	Query

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

1.12. Pre-Bid Conference

The pre-proposal conference will be held on 6th January 2023 at 4:00 PM at the office of the Ministry of Tourism.

1.13. Communications and Nodal Officer

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

Mr. R K Bhati,
Assistant Director General
Overseas Marketing, International Cooperation
1st Floor, Transport Bhawan
1 Parliament Street
New Delhi - 110001
Tel.: 011-23714114
E-mail: rk.bhati@nic.in

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

“RFP for Selection of High-Level Consultant for Strategy and Program Management for Ministry of Tourism during G-20 Presidency”

2 INSTRUCTIONS TO APPLICANTS

2.1. Scope of Proposal

Detailed background (Refer to Section 1), scope of work, consultancy deliverables, payment terms (**Refer Schedule 1 – TOR**) and other requirements relating to this Consultancy are specified in this RFP.

The Applicant shall submit its Proposal in the form and manner specified in this **Section 2 (Instruction to Applicants)** of the RFP. The **Technical Proposal** for Selection shall be submitted in the form at **Appendix-I** and **Financial Proposal** shall be submitted in the form at **Appendix II**.

Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified in **Schedule-2**

2.2. Consultancy Team

The Consultant has to ensure multi-disciplinary teams with requisite skills and expertise for delivering on the scope and services as indicated in the terms of reference (**TOR**) given in Schedule 1.

2.3. Power of Attorney

The Applicant should submit a Power of Attorney as per the format at **Form 3 / 4 of Appendix- I**; provided, however, that such Power of Attorney would not be required if the bid submission is signed by a Partner or Director (on the Board of Directors) of the Applicant in case the Applicant is a partnership firm or limited liability partnership.

2.4. Conflict of Interest

2.4.1. Disqualification of applicant having conflict of interest

An Applicant shall not have a conflict of interest that may affect 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.

2.4.2. Consultant to avoid conflict of interest

The Authority requires that the Consultant to provide professional, objective, and

impartial advice and at all times hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.4.3. **Guiding principles for identifying and addressing conflict of interest**

Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the **Guidance Note in 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:

- (a) 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 subsection (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

- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) 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
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) 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
- (f) 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 assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) 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
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the applicant 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 applicant 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.

2.4.4. Restrictions on selected consultants

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.

2.5. Verification of information

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

2.6. Acknowledgement by Applicant

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

- (a) made a complete and careful examination of the RFP
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority; or relating to any of the matters referred to in Clause 2.6 above;
- (d) 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 there under;

- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.
- (g) 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 RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.7. Right to reject any or all Proposals

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject 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. Misrepresentation/ Improper response by the Applicant

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

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

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

2.9. Contents of the RFP

This RFP comprises the contents as listed below and will additionally include any

Addendum/Amendment issued in accordance with Clause 2.11:

Request for Proposal

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

Schedules

1. Terms of Reference
2. **Form of Agreement**
 - Annex-1: Terms of Reference
 - Annex-2: Deployment of Personnel
 - Annex-3: Cost of Services
 - Annex-4: Payment Schedule
 - Annex-5: Bank Guarantee for Performance Security

3. Guidance note on conflict of interest

Appendices

Appendix I: Technical Proposal Forms for Selection Stage II

- Form1: Letter of Proposal for Selection
- Form2: Statement of Legal Capacity
- Form3: Power of Attorney for Authorised Representative
- Form4: Particulars of Key Personnel
- Form5: Curriculum Vitae (CV) of Key Personnel
- Form6: Proposed Approach, Methodology
- Form7: Format for Bid Securing Declaration
- Form 8: Bank Guarantee for Performance Security

Appendix–II: Financial Proposal

- Form1: Covering Letter
- Form2: Financial Proposal

2.10. Clarifications

Applicants can send pre-bid queries as per clause 1.11.

2.11. Amendment of RFP

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/Amendment. All such amendments will be emailed to the shortlisted Applicants.

2.12. Extension in Proposal Due Date

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.

2.13. PREPARATION AND SUBMISSION OF PROPOSAL

2.13.1. Language

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

2.13.2. All requisite information and forms to be submitted

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

2.13.3. 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-2/3) shall accompany the Proposal.

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

The following documents are required to be submitted in original with the proposal in a separate envelop, failing which the Bid shall be rejected:

- (a). Power of Attorney as required under Clause 2.2.4; and
- (b). Bid Security Declaration

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

“RFP for Selection of High-Level Consultant for Strategy and Program Management Support for Ministry of Tourism during India’s G-20 Presidency”

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.

2.14. Technical Proposal

2.14.1. Formats and Necessary Checks

Applicants shall submit the technical proposal in the format at Appendix-I (the “Technical Proposal”). While submitting the Technical Proposal, the Applicant shall ensure that:

- (a). The Bid Security Declaration is provided;
- (b). All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c). Power of Attorney for Authorised Representative is executed as per Applicable Laws;
- (d). CVs of Key Experts and Team members have been included;
- (e). the CVs have been recently signed and dated by the respective Personnel and countersigned by the Applicant. Unsigned CVs shall be rejected;
- (f). the CVs shall contain an undertaking from the respective Key Experts about his/her availability for the duration specified in the RFP;
- (g). Professional Personnel proposed have good working knowledge of English language;
- (h). No Key Expert shall have attained the age of 65 (sixty-five) years at the time of submitting the proposal;
- (i). and the proposal is responsive in terms of Clause 2.22.3

Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.2. Action in case of false averment by Key Experts/ Personnel

If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.14.3. Technical proposal not to include and financial information

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

2.14.4. Right to Verification

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

2.14.5. Action in case of non-compliance, misrepresentation

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

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

2.15. Financial Proposal

2.15.1. Formats to be adhered

Applicants shall submit the financial proposal in the formats at Appendix-II (the “Financial Proposal”) clearly indicating the total cost of the Consultancy of Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. The bid of the Consultancy will be treated as unresponsive in case of a mismatch while quoting financial cost between figure and words.

2.15.2. Necessary Checks and Compliances for Financial Proposal

While submitting the Financial Proposal, the Applicant shall ensure the following:

- (a). All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered as non-responsive and liable to be rejected.
- (b). The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (c). Costs (including break down of costs) shall be expressed in INR.

2.16. Submission of Proposal

2.16.1. The Applicants shall submit 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 RFP.

2.16.2. The Technical Proposal for Selection must be submitted marked as “Technical Proposal”. The folder marked —Technical Proposal shall contain Application in the prescribed format (Form-1 of Appendix) along with Forms 2 to 8 of Appendix I and supporting documents.

2.16.3. The Financial Proposal shall be in the prescribed format (Forms 1& 2 of

Appendix-II)

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

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

2.17. Proposal Due Date

Proposal should be submitted on the 20th January 2023, on or before 1500 hours on the Proposal Due Date specified in Clause 1.6. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 1.5.2 and 2.11 uniformly for all Applicants.

2.18. Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19. Modification/ substitution/ withdrawal of Proposals

The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date no Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

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.

2.20. Bid Security Declaration

2.20.1. The Applicant shall furnish, as part of its Proposal, a Bid Securing Declaration as per format specified in Appendix I, Form-7.

2.20.2. Any Bid not accompanied by the Bid Security Declaration shall be rejected by the Authority as non-responsive.

2.20.3. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the 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 RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time; or
- (d) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.4.

2.21. Performance Security

2.21.1. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, 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 RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- (c) if the Selected Applicant commits a breach of the Agreement with the Authority.

2.21.2. An amount equal to 3% (three percent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

2.22. Evaluation of Technical Proposals for Selection

2.22.1. Opening of Proposals

The Authority shall open the Proposals at 1600 hours on the same day of proposal due date. The "Technical Proposal" shall be opened first. The "Financial Proposal"

shall be opened at a later date.

2.22.2. Proposal withdrawn before due date

Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.22.3. 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 RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal for Selection is received in the form specified at Appendix;
- (b) It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
- (c) it is accompanied by the Bid Security Declaration Form as specified in Clause 2.20.1.
- (d) it is signed, numbered and submitted as stipulated in Clauses 2.14 and 2.16;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (f) it contains all the information (complete in all respects) as requested in the RFP;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

2.22.4. 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.

2.22.5. Technical Evaluation

The Authority shall subsequently examine and evaluate Technical Proposals for Selection in accordance with the Selection Process specified at Clause 1.5 and the criteria set out in Section 3 of this RFP.

2.23. Confidentiality

Information relating to the examination, clarification, evaluation, and

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

2.24. Clarifications from Applicants

- 2.24.1. 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.
- 2.24.2. If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the 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.

2.25. APPOINTMENT OF CONSULTANT

2.25.1. Negotiation

The Authority may decide to have negotiation (if necessary) with the Selected Consultant for discussions on the ToR, methodology, staffing, Government/Department's inputs and special conditions of the contract. These negotiations shall not dilute or alter the original ToR or the terms of the offer, lest the quality of the final products, its cost and initial evaluation be vitiated. The Authority also reserves the right to cancel the bidding if the negotiation with the Selected Consultant fails and may reinvoke the bids.

2.25.2. Substitution of Key Personnel

The Authority will not normally consider any request of the Selected Applicant for substitution of key personnel/ experts as the ranking of the Applicant is based on the evaluation of non-key experts and any change therein may upset the ranking. Substitution will, however, be permitted if the key personnel/ experts is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

The Authority expects all the key personnel/ experts to be available during implementation of the Agreement. The Authority will ordinarily not consider substitution of key personnel/ experts except for reasons of any incapacity or due to health. In exceptional case, such substitution shall ordinarily be limited to one substitution subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to Rs. 20,00,000 shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be Rs. 50,00,000. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

2.25.3. Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.25.4. Award of Consultancy

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

2.25.5. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.5. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.25.6. Commencement of assignment

The Consultant shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.26. Proprietary Data

Subject to the provisions of Clause 2.23, 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.

3 CRITERIA FOR EVALUATION

3.1. Evaluation of Technical Proposals

3.1.1. Evaluation Criteria

The evaluation committee ("**Evaluation Committee**") appointed by the Authority will carry out the evaluation of Technical Proposals, which are found responsive to the requirements set out in this RFP on the basis of the following evaluation criteria:

Sno	Criteria	Max Marks
(a)	Bidder's relevant experience and case studies	30
(b)	Approach and Methodology	35
(c)	Qualification and Experience of Key Experts	35
Total		100

The detailed break up of marks for each of the above criteria are given in the following clauses.

3.1.2. Bidder's relevant experience and cases studies

Bidder's relevant experience and cases studies will be evaluated as follows:

Sno	Sub-Criteria	Marks to be given	Max Marks
1	Relevant Experience in developing/ implementing strategies for the Government in tourism sector	<ul style="list-style-type: none">Maximum of 5 projectsProject fee ≥ 5 Crore =1 mark3 Crore \leq Project fee < 5 Crore =0.751 Crore \leq Project fee < 3 Crore = 0.5	05
2.	Relevant Experience in supporting global forums and events around international cooperation across governments and private sector	<ul style="list-style-type: none">Maximum of 5 projectsProject fee ≥ 5 Crore =1 mark3 Crore \leq Project fee < 5 Crore =0.751 Crore \leq Project fee < 3 Crore = 0.5	05
3.	Relevant	<ul style="list-style-type: none">Maximum of 5 projectsProject fee ≥ 5 Crore =1 mark	05

	experience in providing strategy advisory/ program management services to Central Government/ State Government departments in India	<ul style="list-style-type: none"> • 3 Crore <= Project fee <5 Crore =0.75 • 1 Crore<=Project fee<3 Crore = 0.5 	
4.	Two case studies demonstrating development/ implementation of strategies for tourism sector at national/ region/ state level in India or internationally	<p>The Bidder shall present case studies showcasing their work in previous assignments:</p> <ul style="list-style-type: none"> • The case studies will be assessed for its relevance to the scope of work outlined in the RFP and will be evaluated on: <ul style="list-style-type: none"> ○ Approach adopted for designing the strategy and support provided in implementation of the same ○ Impact of the program 	15 (Maximum 7.5 marks for each case study)
Sub-total (a)			30

3.1.3. Approach and Methodology

The Proposal shall be accompanied by a brief approach & methodology and case studies in PPT/ word format. The Bidders will also be required to make detailed presentation to the Evaluation Committee on the case studies and the proposed approach and methodology.

S. No.	Sub-Criteria	Marking Criteria	Max Marks
1.	Quality of approach and methodology	<ul style="list-style-type: none"> • Evaluation will be based on the quality of the technical submission which should highlight understanding of the context in which the Authority operates and its aspirations for the tourism sector growth in India and around the upcoming G-20 Presidency. It should also cover understanding of similar organizations globally 	35

		<p>(including other tourism related governmental agencies) and understanding of world-class practices in tourism strategy, sustainability, digital marketing, tourism MSMEs, skills destination management etc.</p> <ul style="list-style-type: none"> • Bidder should clearly articulate its execution approach and methodology, deliverables, work plan, experts' deployment plan and roles & responsibilities of each expert proposed. It should mention the proprietary tools and methodology it shall deploy during the assignment • This will also cover the two case studies submitted as reference of past performance of the bidder in clause 3.1.2 	
Sub-total (b)			35

3.1.4. Competence of Experts for the Assignment

Competence of Experts for the Assignment will be evaluated as per following criteria:

Sno.	Sub-Criteria	Marking Criteria	Max Marks
1	Project Leader cum Governance Expert	<ul style="list-style-type: none"> • Relevance of profile, experience, and fitment to role: 50% marks • Participation and contribution to the technical presentation: 50% marks 	7
2	Tourism Expert/ Destination Marketing Expert		6
3	PPP/Investment Expert		6
4	Sustainability Expert		6
5	Digital Expert		5

6	Project Manager (full time on site)		5
Sub-total (c)			35

3.1.5. Eligible Projects and documentary evidence

The bidder is required to submit the documentary evidence as follows:

- (a) The Bidder needs to submit copy of contract/ work orders indicating the details of previous assignment completed, client, value of assignment and month and year of award as per the format provided.
- (b) The project shall have been undertaken during the last 7 years (date of completion of assignment should be within last 7 years from PDD)
- (c) In case of international assignment, the conversion rate applicable shall be one dollar for 75 INR.
- (d) The Managing Director or equivalent authorized signatory of the Bidder shall self-certify the projects if the firm has done assignments based on Non-Disclosure Agreements/ confidentiality clauses and cannot share the contract/ work-order. In such cases, the Bidder must provide broad details of the assignment for the Evaluation Committee to ascertain relevance.
- (e) The Bidder may use credentials of its Associates only in case the common parent owns more than 90% ownership in the Associate.

3.2. Evaluation of Financial Proposal

Financial proposal will be opened only of those applicants who score 50 or more marks in technical evaluation. Financial proposal will be examined to see whether the same is in accordance with the prescribed terms of the RFP.

3.3. Combined and final evaluation

Proposals will finally be ranked according to their combined technical (Tb) and financial Cb) scores as follows:

$$Bb = (0.8) * Tb + (0.2) * (Cmin / Cb * 100)$$

Where,

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

Tb = Technical score of the bidder under consideration

Cb = Financial bid value of the bidder under consideration

Cmin = Lowest financial bid value among the financial proposals under consideration

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

4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, 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 Selection 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 Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOE or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the 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 Selection Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5 MISCELLANEOUS

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

SCHEDULES

SCHEDULE - 1: TERMS OF REFERENCE (TOR)

(See Clause 2.1)

Terms of Reference

1. India's G-20 Presidency – Introduction

1.1. Member countries of G-20

The G20, or Group of Twenty, is an intergovernmental forum of the world's major developed and developing economies. It comprises 19 countries (Argentina, Australia, Brazil, Canada, China, France, Germany, India, Indonesia, Italy, Japan, Republic of Korea, Mexico, Russia, Saudi Arabia, South Africa, Turkey, UK, USA) and the European Union (EU).

1.2. G20 – A premier forum for economic cooperation

Collectively, the G20 accounts for 85% of global GDP, 75% of international trade and two-thirds of the world population, making it the premier forum for international economic cooperation. The G20 plays an important role in shaping and strengthening global architecture and governance on all major international economic issues, reflecting a recognition that global prosperity is interdependent, and our economic opportunities and challenges are interlinked.

1.3. India's G20 Presidency and G20 Troika

India is currently part of the G20 Troika (current, previous and incoming G20 Presidencies) comprising Indonesia, Italy and India. India will be taking over G-20 Presidency on 1st December 2022 for one year. During India's Presidency, India, Indonesia and Brazil would form the troika. This would be the first time when the troika would consist of three developing countries and emerging economies, providing them a greater voice.

1.4. India's overarching G-20 priorities

India's G20 priorities revolve around inclusive, equitable and sustainable growth; LiFE; women's empowerment; digital public infrastructure and tech-enabled development in various important areas. India will be in a position to identify, highlight, develop and strengthen international support for priorities of vital importance to developing countries in diverse social and economic sectors, including in focus areas that impact the most vulnerable and disadvantaged.

2. India's G20 Presidency – An unparalleled opportunity for Tourism

2.1. Economic opportunities for tourism sector

The G-20 Presidency will give India's tourism sector an unparalleled opportunity to highlight India's tourism offerings and share India's success stories on the global stage. Hosting of G20 Presidency would also result in economic opportunities in travel, tourism, and hospitality sector for India.

2.2. More than 50 destinations to host more than 200 G-20 meetings

During India's G-20 Presidency, more than 200 meetings will be held at more than 50 locations across the countries. These will include working group meetings, ministerial meetings and finally culminating in the Summit which will be held at New Delhi. All these destinations will draw global attention.

2.3. Ministry of Tourism to drive tourism track

Ministry of Tourism has been entrusted with the role of lead anchor for tourism track and will be responsible for setting priorities, deliverables and organizing tourism working group and tourism ministerial meetings during the course of India's G-20 Presidency.

2.4. India's G-20 Tourism priorities

Ministry of Tourism has drafted initial issue note in respect of Tourism Working Group. Building on the policy action areas identified by the Tourism Working Group in the past, the G20 Tourism Working Group during India's G-20 Presidency will work on five inter-connected priority areas identified by India:

- (i). Green Tourism – Greening of tourism sector for a sustainable, responsible and resilient tourism sector
- (ii). Digitalization – Harnessing the power of digitalization to promote competitiveness in tourism sector
- (iii). Skills – Empowering youth with skills for jobs and entrepreneurship in tourism sector
- (iv). Tourism MSMEs – Nurturing tourism MSMEs / Startups/ private sector to unleash innovation and dynamism in tourism sector
- (v). Destination Management – Strategic management of destinations towards overall competitiveness of destination

2.5. Priorities driven by Draft National Tourism Policy

These priorities will be the key building blocks for accelerating growth of tourism sector and achieve the targets for 2030 SDGs. These priorities are also duly enshrined in the draft National Tourism Policy.

2.6. India's G20 Tourism deliverable

The outcome of the G20 TWG will be a comprehensive Roadmap for Tourism as a vehicle for achieving SDGs. It will provide a vision, roadmap and guidance for accelerated growth of tourism sector beyond pandemic based on the five key building blocks of green tourism, digitalization, skills, MSMEs and destination management towards achieving 2030 SDGs.

2.7. India's tourism aspiration from the G-20 Presidency

2.7.1. Position Tourism, post pandemic, at Centre of Economic recovery

India's aspiration to India's aspiration to Ministry of Tourism aspires to use this opportunity as a watershed moment in India's tourism sector. The Ministry will work with other Central Ministries, State Governments and Private Sector to position tourism sector, post pandemic, at the centre of accelerating economic growth and achieving 2030 sustainable development goals.

2.7.2. Implementing India's G-20 priorities at home

Ministry of Tourism will ensure that India's priorities are shared vision of Central Government, State Governments and Private Sector. These priorities will have to be detailed not only for TWG but also for the States and Private Sector in India. A clear roadmap and action plan for implementation of these priorities for India will go a long way in India establishing a leadership position in these areas and truly acknowledged by others. India will undertake pilot implementation in these thematic areas to establish these practices firmly on ground and replicate them at other tourism destinations.

2.7.3. Organize Visit India 2023 Campaign to boost Inbound tourism

Using the backdrop of India's G-20 Presidency, the Ministry of Tourism will declare 2023 as Visit India Year to generate strong interest in the world in visiting India. It will provide impetus to early recovery of India's inbound tourism post pandemic and position India as a preferred tourist destination in Asia.

2.7.4. Attract investment in tourism sector

Ministry has chalked out ambitious plan for growth of India's tourism sector and private sector will play a significant role. Ministry of Tourism will launch concerted efforts to promote private sector investment and public private partnership to accelerate growth of tourism sector.

3. Broad Scope of Work

Ministry of Tourism will work to ensure that India is able to maximize benefits of India's G-20 Presidency for India's tourism sector and could emerge as a key global player for tourism sector. The Consultant shall support the Ministry of Tourism in the following six areas:

(i). Developing India's priorities to position India as a thought leader in Tourism

Developing a roadmap and implementation plan for India's five priorities of Green Tourism, Digitalization, Skills, Tourism MSMEs and Destination Management

(ii). Implementation of priorities at select tourist destinations in the country

It is important for India to walk the talk and therefore implement the priorities in right earnest in the country to champion them with other G-20 countries. There may also be best practices in these areas in G-20 countries and India may use this opportunity to replicate the same.

(iii). Preparing G-20 Goa Roadmap for Tourism as a vehicle for achieving SDGs

The consultant will assist the Ministry in preparing G-20 Goa Roadmap for tourism as a vehicle for achieving SDGs with assistance from UNWTO, based on five building blocks.

(iv). Organising G-20 TWG and Ministerial meetings and Side Events, and other major events

Assist the Ministry of Tourism in organizing G-20 TWG, Ministerial meetings, side events, and other major events. The consultant will help with drawing agenda, negotiation, consensus building and other logistic support.

Below is the indicative schedule of Tourism Working Group Meetings under India's G20 presidency:

Meeting	Date	City
1 st Tourism Working Group Meeting	8-10 February	Rann of Kutch
2 nd Tourism Working Group Meeting	3-5 April	Siliguri/Darjeeling
3 rd Tourism Working Group Meeting	22-24 May	TBC
4 th Tourism Working Group Meeting	19-20 June	Goa
Tourism Minister's Meeting	22 June	Goa

Below is the indicative schedule of other major events being organised under India's G20 presidency:

Month	Event	Partner	Location
March 2023	Global Investment Summit	CII	Delhi
April 2023	Tourism Expo	FICCI	Jaipur
April 2023	iMice Global Conference	ICPB	Bangalore
May 2023	Adventure Next	ATOAI	Himalayan State
June 2023	G-20 Tourism CEO forum	WTTC	Goa

(v). Visit India program with focus on G-20 markets

Draw up a Strategy for launching a campaign for Visit India campaign with focus on G-20 markets. Assist the Ministry of Tourism in onboarding Market Representation Agencies in key source markets. MR agencies and Indian Missions will have crucial role in making Visit India 2023 a success. Country specific strategies will be drawn up by the Consultant in partnership with Indian Missions.

(vi). Attracting Investment from G-20 countries & domestic investors

Draw up a strategy for launching an Investment promotion campaign for attracting foreign and domestic investment in tourism sector in India. This will require investor facilitation, investor roadshows, investor conferences, follow up and investor aftercare. The consultant will also help Ministry in forging public private partnerships in tourism sector.

(vii). Selection and On-boarding of Market Representative Agencies

The consultant will be required to support the Ministry of Tourism by creating a strategy for implementation and onboarding of MR Agencies in top 10 foreign markets. The consultant must support with the facilitation process for the same.

4. Detailed scope of work for the Assignment

4.1. Current State Assessment

The consultant will study and analyse the current state of affairs in tourism sector:

- (i). Current policies, strategies and schemes of Ministry of Tourism for promotion and development of Tourism
- (ii). Tourism related initiatives of other Ministries and Key Tourism States of India
- (iii). Previous deliverables of Tourism working group, Ministerial meetings and Leaders' summit
- (iv). Identify key success areas and gaps in the current state against the targeted goals and outcomes envisaged
- (v). Benchmark top three countries from G-20 towards understanding their success stories and strategies adopted to overcome barriers and enhance tourism footfall;
- (vi). Highlight major learnings to identify opportunities for India, based on experiences of other G-20 member countries; and
- (vii). Map key national and international stakeholders

4.2. Developing India's priorities to position India as a thought leader in Tourism

The Consultant will undertake the following activities:

- (i). Carry out an in-depth assessment and evaluation of each of India's five priorities/ themes of Green Tourism, Digitalization, Skills, Tourism MSMEs and Destination Management and keeping in view the developments/ experiences in Indian tourism sector and other member countries of G-20,
- (ii). Coordinate with various central and state government ministries/ departments/ organizations/ agencies responsible for various priority/ theme-related inputs; and

- (iii). Prepare Strategy, Roadmap and Implementation Plan for five priorities/themes in line with Draft National Tourism Policy

4.3. Implementation of priorities at select tourist destinations in the country

Based on the recommendations and implementation plan for the five priorities/themes, the Consultant shall assist in the implementation of the priorities at select tourist destinations in the country. The consultant shall carry out the following activities:

- (i). Shortlisting a minimum of 10 tourism destinations, from amongst the Schemes, based on current performance in terms of driving tourism (tourist profile – domestic & foreign respondents, footfall, seasonality, patterns, spend per tourist etc.), overall preparedness to receive tourist and ability to demonstrate growth in the near term;
- (ii). Developing a long list of interventions across Themes to reinforce tourism sector in India, based on resolutions passed in TWG G-20 meetings and best-in class practices followed amongst the other G-20 member countries; and
- (iii). Prioritizing those interventions which can be implemented in the short-term/ quick wins
- (iv). Monitoring the implementation of identified interventions at the 10 shortlisted tourism destinations.

4.4. G-20 Tourism Working Group Meetings, Ministerial meetings, Side Events, and other major events

The Consultant will provide assistance in:

- (i). Preparation of G-20 Goa Roadmap for Tourism as a vehicle for achieving SDGs being done in partnership with UNWTO
- (ii). Engage with tourism ministries of all other G-20 member countries as well as the relevant domestic line ministries including periodic timelines for connects;
- (iii). Conduct various TWG G-20 meetings/ seminars/ workshops with delegates from all G-20 member countries and organizations;
- (iv). Work with stakeholders, in aligning India's efforts multilaterally/ bilaterally in areas such as conducive policies, financing mechanisms and international funding options that support tourism sector;

- (v). Coordinate content across G-20 member countries for favorable alignment and mitigating contradictions across working groups/ G-20 member countries;
- (vi). Make efforts to ensure exchange of knowledge and experience sharing between India and other G-20 member countries in the tourism sector;
- (vii). Monitor progress/ updates across priorities and deliverables including engagement with G-20 member countries;
- (viii). Prepare proposals/ presentations/ action taken reports/ progress reports/ data sheets etc. for consideration of various stakeholders; and
- (ix). Support external communication i.e., crystalizing key messages for global communities/ stakeholders on digital channels like social media, display ads, search engine optimization etc.
- (x). **Below is the indicative schedule of Tourism Working Group Meetings under India's G20 presidency:**

Meeting	Date	City
1 st Tourism Working Group Meeting	8-10 February	Rann of Kutch
2 nd Tourism Working Group Meeting	3-5 April	Siliguri/Darjeeling
3 rd Tourism Working Group Meeting	22-24 May	TBC
4 th Tourism Working Group Meeting	19-20 June	Goa
Tourism Minister's Meeting	22 June	Goa

- (xi). **Below is the indicative schedule of other major events being organised under India's G20 presidency:**

Month	Event	Partner	Location
March 2023	Global Investment Summit	CII	Delhi
April 2023	Tourism Expo	FICCI	Jaipur
April 2023	iMice Global Conference	ICPB	Bangalore
May 2023	Adventure Next	ATOAI	TBC

Month	Event	Partner	Location
June 2023	G-20 Tourism CEO forum	WTTC	Goa

4.5. Visit India Year 2023 with focus on G-20 markets

The consultant will assist in the following:

- (i). Launch Visit India Year 2023 campaign to coincide with India's G-20 Presidency as well as grand celebrations of India@75 – Azadi ka Amrit Mahotsav
- (ii). The goal of Visit India 23 will be to unite all industry players to achieving a common goal of full recovery of Inbound Tourism by end of 2023, whilst simultaneously attracting tourists from all over the globe to experience first-hand the warm hospitality and cultural and natural attractions of India.
- (iii). Develop a Strategy for Promotion for Visit India 2020
- (iv). Draft Country Specific Strategies for G-20 Countries and other important markets and their implementation.
- (v). Role of Indian Missions and MR agencies in Visit India Year.

4.6. Selection and On-boarding of Market Representative Agencies

The Consultant will carry out the following activities:

- (i). Study of best practices for MR agencies
- (ii). Strategy for on boarding of MR Agencies in top 10 foreign markets
- (iii). RFP and bid process management for on boarding of MR Agencies
- (iv). Assistance in monitoring the engagement with MR Agencies

4.7. Attracting Investment from global & domestic investors

The Consultant will carry out the following activities:

- (i). Overarching Strategy for attracting investment from G-20 Countries and domestic countries
- (ii). Finalization of Special Tourism Zones Scheme and Implementation thereof
- (iii). Attracting players for Public Private Partnership opportunities

- (iv). Generic promotion for attracting Investment and project development cell for developing opportunities
- (v). Identifying areas of PPP for delivery of various services in the tourism sector and define broad contours including procurement model for pilots;
- (vi). Identifying relevant partners from private/ public sector and seek inputs from them on pilot deployment on PPP mode including defining fiscal and non-fiscal incentives;
- (vii). Identifying potential of untapped assets and design specific offerings, to drive targeted traffic towards these assets;
- (viii). Design offerings to onboard private companies to strategize and drive tourism campaigns so as to enhance footfall; and
- (ix). Design other specific offerings targeted at post-pandemic consumer needs/ trends, e.g., collaboration with and across private sector (including hotels/ hotel associations/ airlines/ local travel agencies)

4.8. Setting up a dedicated strategy & program management office

The Consultant shall set up a cross-functional strategy and program management office for driving & monitoring various interventions identified for activation and facilitating coordination and alignment with various stakeholders, as well as problem solving and recommending course corrections as required.

5. Key Deliverables and Payment Schedule

- 5.1.** The key deliverables, timelines and payment milestone for the assignment are given below:

Sno.	Key Deliverables	Timeline	Payment
1	Submission of current state assessment report	T + 15 days	5%

Sno.	Key Deliverables	Timeline	Payment
2	<p>Submission of draft strategy and action plan for the following tracks:</p> <ul style="list-style-type: none"> (i). Developing India's priorities to position India as a thought leader in Tourism (ii). Implementation of priorities at select tourist destinations in the country (iii). Preparing G-20 Goa Roadmap for Tourism as a vehicle for achieving SDGs (iv). Organizing G-20 TWG and Ministerial meetings, Side Events, and other events (v). Visit India program with focus on G-20 markets (vi). Selection and On-boarding of Market Representative Agencies (vii). Attracting investment from global and domestic investors 	<p>T+45 days</p> <p>in parallel to Serial no.1</p>	10%
3	<p>Submission of final Strategy and action plan for the following tracks:</p> <ul style="list-style-type: none"> (i). Developing India's priorities to position India as a thought leader in Tourism (ii). Implementation of priorities at select tourist destinations in the country (iii). Preparing G-20 Goa Roadmap for Tourism as a vehicle for achieving SDGs (iv). Organizing G-20 TWG and Ministerial meetings, Side Events, and other events (v). Visit India program with focus on G-20 markets (vi). Selection and On-boarding of Market Representative Agencies (vii). Attracting investment from global and domestic investors 	<p>T+60 days</p> <p>After Serial no.2</p>	10%
4	Strategy Implementation and Program management support – submission of monthly progress report	T0 to T+270	65% on Pro Rata Basis over 9 months
5	Submission of final report	After completion of assignment	10%

5.2. Monthly Reporting of work done

The consultant must submit a report by the end of every month tracking the progress of the work described in the detailed scope of work.

6. Consulting Team

6.1. The Consultant shall form a multi-disciplinary team (the "**Consulting Team**" i.e. combination of Subject Matter Experts (SMEs) and on-ground team of experts) for undertaking the Assignment. The experts nominated by the Consultant must be confirmed as available for the Assignment to do the scheduled tasks. The Consulting Team must comprise of highly qualified and experienced experts, best suited for the Assignment.

6.2. Subject Matter Experts

The minimum qualification and experience of the SMEs are briefly described herein below. The Consultant shall provide the CVs of the SMEs in their Technical Proposal which would be considered for the purpose of evaluation. The CVs of the proposed SMEs must be submitted along with a signed declaration by the proposed expert confirming availability for the Assignment. The CVs submitted without such declaration shall not be considered for technical evaluation.

Sno	Subject Matter Experts	Qualifications and Experience
1.	Project Leader cum Governance Expert	<ul style="list-style-type: none">• Should be a post-graduate from a reputed institution within/ outside India• Should have minimum 15 years of professional experience• Should have undertaken at least 3 projects with Central/ State Government departments/ agencies in India• Should have experience of managing long term programs/ projects (project duration of 6 months or more) in leadership capacity with accountability and responsibility for performance including quality, budget, schedule, client, and stakeholder management
2.	Tourism Expert/ Destination Marketing Expert	<ul style="list-style-type: none">• Should be a post-graduate from a reputed institution from within/ outside India• Should have minimum 10 years of professional experience• Should have undertaken at least 3 projects in the tourism sector

Sno	Subject Matter Experts	Qualifications and Experience
3.	PPP/Investment Expert	<ul style="list-style-type: none"> Should be a post-graduate from a reputed institution from within/ outside India Should have minimum 10 years of professional experience Should have undertaken at least 3 projects involving financing or PPP advisory with Central/ State Government departments/ agencies
4.	Sustainability Expert	<ul style="list-style-type: none"> Should be a post-graduate from a reputed institution from within/ outside India Should have minimum 10 years of professional experience Should have an experience in developing sustainability strategies for Central/ State Government departments/ agencies
5.	Digital Expert	<ul style="list-style-type: none"> Should be a post-graduate from a reputed institution from within/ outside India Should have minimum 10 years of professional experience Should have undertaken at least 3 projects involving development of digital/ technology enabled strategies for Central/ State Government departments/ agencies

6.3. All SMEs would be deployed on an as-needed basis for specific tasks/ activities/ module (25% of time input).

6.4. On-Site Full-time team

The SMEs shall be supported by on site team comprising of minimum four experts who will be deployed on full time basis. The Consultant shall submit the CVs as part of the technical proposal, however, only Project Manager will be evaluated during technical evaluation. The experts of the on-ground team should meet the following minimum educational and experience criteria:

S. No	Onsite Team	Qualifications and Experience
1.	Project Manager	<ul style="list-style-type: none"> Should be a post-graduate from a reputed institution from within/ outside India Should have minimum 7 years of professional experience

S. No	Onsite Team	Qualifications and Experience
		<ul style="list-style-type: none"> Should have undertaken at least 3 projects with Central/ State Government departments/ agencies in India Should have experience of managing long term programs/ projects (project duration of 6 months or more) in similar capacity with accountability and responsibility for performance including quality, budget, schedule, client and stakeholder management
2.	Associates (3 Nos.)	<ul style="list-style-type: none"> Should be a post-graduate from a reputed institution from within/ outside India Should have minimum 2 years of professional experience

7. Duration of the Assignment

Duration of the assignment will be for nine months, which can be further renewed for another period of nine months as may be mutually agreed.

SCHEDULE - 2: AGREEMENT

(See Clause 2.1.3)

AGREEMENT

FOR

Selection of High-Level Consultant

for Strategy and Program Management Support

for Ministry of Tourism during India's G-20 Presidency

(Attached as separate file)

RFP Reference No: _____ dated _____

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

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, but they should also report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX-I: TECHNICAL PROPOSAL FORMS

(See Clause 2)

Form 1: Letter of Proposal for Selection

(On Applicant's letter head)

(Date and Reference)

To,
Secretary,
Ministry of Tourism
Government of India

Sub: Appointment of High-level Consultant for Strategy and Program Management Support for Selection of High Level Consultant for Strategy and Program Management Support for Ministry of Tourism during India's G20 Presidency during India's G-20 presidency vide Request for Proposal (RFP) no. _____ dated _____.

Sir,

1. With reference to your RFP Document mentioned above, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection High Level Consultant for Strategy and Program Management Support for Ministry of Tourism during India's G20 Presidency. The proposal is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of selection as High-Level Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the Authority to reject our bid without assigning any reason or otherwise and here by waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last five years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - (a). I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b). I/We do not have any conflict of interest in accordance with Clause 2.4 of the RFP Document;
 - (c). I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d). I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 5.2 of the RFP document.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for the Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a

doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors / Managers / employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of consultant or in connection with the Selection Process itself in respect of the above-mentioned Project.
14. A bid securing declaration is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
17. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 3.
18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the RFP document, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of empanelment.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

APPENDIX-I

Form 2: Statement of Legal Capacity

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

Ref. Date:

To,

.....

.....

.....

Dear Sir,

Sub: Appointment of High-level Consultant for Strategy and Program Management Support for Ministry of Tourism during India's G-20 presidency

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 RFP 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 authorized signatory)

For and on behalf of

APPENDIX-I

Form 3: 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 not arised 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 not arised 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

Form4: Particulars of Key Personnel/ Experts

Sno	Designation of Personnel	Name	Educational Qualification	Length of Professional Experience
(1)	(2)	(3)	(4)	(5)
A	Subject Matter Expert			
1				
2				
3				
4				
5				
6				
B	Project manager			
1				
C	Associate			
1				
2				
3				

Appendix -I

Form 5: Curriculum Vitae (CV) of Key Personnel

1.	Proposed Position			
2.	Name of Personnel			
3.	Date of Birth			
4.	Nationality			
5.	Educational Qualification			
	Name of Course	Name of Institution / University	Year of Passing	
6.	Employment Record			
	Name of the organisation	Designation	From	To
7.	Details of Specific Experience			
<p>Project 1</p> <p>Name of the project:</p> <p>Name of the Client:</p> <p>Name and contact number of Client's representatives (Reference):</p> <p>Location:</p> <p>Position held:</p> <p>Duration for which position held:</p> <p>Salient Features of the Project:</p> <p>Role assigned:</p> <p>Activities performed:</p> <ul style="list-style-type: none"> • • • 				
<p>Project 2</p> <p>Name of the project:</p> <p>Name of the Client:</p> <p>Name and contact number of Client's representatives (Reference):</p> <p>Location:</p> <p>Position held:</p> <p>Duration for which position held:</p> <p>Salient Features of the Project:</p> <p>Role assigned:</p> <p>Activities performed:</p>				

-
-

Project 3

Name of the project:

Name of the Client:

Name and contact number of Client’s representatives (Reference):

Location:

Position held:

Duration for which position held:

Salient Features of the Project:

Role assigned:

Activities performed:

-
-

Project 4

Name of the project:

Name of the Client:

Name and contact number of Client’s representatives (Reference):

Location:

Position held:

Duration for which position held:

Salient Features of the Project:

Role assigned:

Activities performed:

-
-

Project 5

Name of the Client:

Name and contact number of Client’s representatives (Reference):

Location:

Position held:

Duration for which position held:

Salient Features of the Project:

Role assigned:

Activities performed:

-
-

8. Current Deployment					
Sn	Engagement Name	Client	Type (Full Time / Part Time)	Planned Hours /Month	End Date of Deployment
1					
2					
3					
4					
...					

Certification:

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

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

Signature (Key Personnel) Name Designation Email ID Date:	Countersigned by (Authorised Signatory) Name Designation Date:
---	--

Notes:

1. Use separate form for each Personnel

Appendix -I

Form6: Proposed Approach & Methodology

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

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

2. Methodology and Work Plan (not more than three pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context

APPENDIX-I

Form 7: 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 RFP.
- (b). Withdraw our Bid during the period of bid validity as specified in the RFP 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 8: 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] (herein after 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 there under 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.

APPENDIX-II: FINANCIAL PROPOSAL FORMS

Form 1: Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

.....
.....
.....

Dear Sir,

Subject: Appointment of High-level Consultant for Strategy and Program Management Support for Ministry of Tourism during India's G-20 presidency

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

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

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

APPENDIX-II: FINANCIAL PROPOSAL FORMS

Form 2: Financial Proposal

Sno.	Item	Amount
1	Total cost of the consultancy	

1. The financial evaluation shall be based on the above Financial Proposal. The total Amount in the above table, therefore, be the amount for purposes of evaluation.
2. No Escalation on any account will be payable on the above amounts.
3. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.

(Signature, name and designation of the Authorized signatory)

Name of Firm:

Address:
