

**Government of India  
Ministry of Tourism  
(Swadesh Darshan Division)**

**Transport Bhawan,  
1, Parliament Street,  
New Delhi**

File No. 7/45/2021-SD

Date 25.05.2023

**Letter of Invitation**

**Subject: RFP for Selection of Technical Support Unit in the GATI SHAKTI CELL of Ministry of Tourism for assisting Implementation of Initiatives under PM Gati Shakti National Master Plan**

Madam/Sir,

Ministry of Tourism invites Request for Proposal for Selection of Technical Support Unit in the GATI SHAKTI CELL of Ministry of Tourism for assisting Implementation of Initiatives under PM Gati Shakti National Master Plan.

2. The Request for Proposal (RFP) has been published on the official website of the Ministry of Tourism [www.tourism.gov.in](http://www.tourism.gov.in) and the tender portal of the Government of India <https://eprocure.gov.in/eprocure/app>.
3. The interested bidding agencies may go through the details and the procedures mentioned in the said RFP documents. important dates are also given in the RFP document. Corrigendum/ Amendments/ Clarifications in respect of this RFP, if any, will be posted on websites - [www.tourism.gov.in](http://www.tourism.gov.in) and <https://eprocure.gov.in/eprocure/app> only. Therefore, interested bidding agencies may keep checking the above-mentioned websites for such details.
4. This is issued with the approval of the competent authority.

  
Prashant Ranjan  
(Director)

To

All Interested Bidding Agencies

## **Request for Proposal [RFP]**

**Selection of Technical Support Unit in the GATI SHAKTI CELL of Ministry of  
Tourism for assisting Implementation of Initiatives under PM Gati Shakti  
National Master Plan**



सत्यमेव जयते

**RFP Reference No: SD-7/45/2021-SD**

**Date: 25.05.2023**

**Ministry of Tourism  
Government of India**

## Contents

<b>CONTENTS .....</b>	<b>1</b>
<b>1. INTRODUCTION .....</b>	<b>4</b>
1.1 BACKGROUND	4
1.2 AVAILABILITY OF RFP DOCUMENT	5
1.3 VALIDITY OF THE PROPOSAL	5
1.4 BRIEF DESCRIPTION OF THE SELECTION PROCESS	5
1.5 SCHEDULE OF SELECTION PROCESS	5
1.6 PRE-PROPOSAL CONFERENCE	6
1.7 PRE-BID QUERIES	7
1.8 COMMUNICATIONS AND NODAL OFFICER	7
<b>2. INSTRUCTIONS TO APPLICANTS.....</b>	<b>9</b>
<b>A. GENERAL .....</b>	<b>9</b>
2.1 SCOPE OF PROPOSAL	9
2.2 POWER OF ATTORNEY	9
2.3 CONFLICT OF INTEREST	9
2.4 COST OF PROPOSAL	11
2.5 VERIFICATION OF INFORMATION	11
2.6 ACKNOWLEDGEMENT BY APPLICANT	11
2.7 RIGHT TO REJECT ANY OR ALL PROPOSALS	12
2.8 APPLICABLE LAWS	13
2.9 RIGHTS OF THE AUTHORITY	13
<b>B. DOCUMENTS .....</b>	<b>14</b>
2.10 CONTENTS OF THE RFP	14
2.11 CLARIFICATIONS	15
2.12 AMENDMENT OF RFP	15
<b>C. PREPARATION AND SUBMISSION OF PROPOSAL.....</b>	<b>15</b>
2.13 LANGUAGE	15
2.14 FORMAT AND SIGNING OF PROPOSAL	16
2.15 MINIMUM ELIGIBILITY CRITERIA	17
2.16 TECHNICAL PROPOSAL	17
2.17 FINANCIAL PROPOSAL	19
2.18 SUBMISSION OF PROPOSAL	20
2.19 PROPOSAL DUE DATE	21
2.20 LATE PROPOSALS	21
2.21 MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS	21
2.22 BID SECURITY DECLARATION	21
2.23 PERFORMANCE SECURITY	22
2.24 NO LIABILITY ON THE AUTHORITY	23

<b>D. EVALUATION PROCESS .....</b>	<b>23</b>
2.25 EVALUATION OF TECHNICAL PROPOSALS FOR SELECTION	23
2.26 CONFIDENTIALITY	25
2.27 CLARIFICATION	25
<b>E. APPOINTMENT OF CONSULTANT .....</b>	<b>25</b>
2.28 DISCUSSION	26
2.29 SUBSTITUTION OF PERSONNEL	26
2.30 INDEMNITY	27
2.31 AWARD OF CONSULTANCY	27
2.32 EXECUTION OF AGREEMENT	27
2.33 COMMENCEMENT OF ASSIGNMENT	27
2.34 PROPRIETARY DATA	28
<b>CRITERIA FOR EVALUATION .....</b>	<b>29</b>
3.1 EVALUATION OF TECHNICAL PROPOSALS	29
3.2 SHORTLISTING OF TECHNICALLY QUALIFIED APPLICANTS	34
3.3 EVALUATION OF FINANCIAL PROPOSAL	34
3.4 COMBINED AND FINAL EVALUATION	34
<b>4. FRAUD AND CORRUPT PRACTICES .....</b>	<b>36</b>
<b>SCHEDULES .....</b>	<b>38</b>
SCHEDULE - 1: TERMS OF REFERENCE ( TOR)	39
SCHEDULE - 2: AGREEMENT	43
SCHEDULE - 3: GUIDANCE NOTE ON CONFLICT OF INTEREST (FOR CONSULTANT)	82
<b>APPENDICES .....</b>	<b>84</b>
<b>APPENDIX-I: FORMS FOR MINIMUM ELIGIBILITY CRITERIA .....</b>	<b>85</b>
FORM 1: LETTER OF PROPOSAL FOR QUALIFICATION	85
FORM 2: STATEMENT OF LEGAL CAPACITY	89
FORM 3: POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE	90
FORM 4: CHECKLIST OF MINIMUM ELIGIBILITY	92
FORM 5: PARTICULARS OF THE APPLICANT	94
FORM 6: PARTICULARS OF FULL TIME REGULAR TECHNICAL & PROFESSIONAL STAFF ON ROLLS OF THE APPLICANT	96
FORM 7: ELIGIBLE ASSIGNMENTS OF APPLICANT	97
FORM 8: FINANCIAL CAPACITY OF THE APPLICANT	98
<b>APPENDIX-II: TECHNICAL PROPOSAL .....</b>	<b>99</b>
FORM 1: LETTER OF PROPOSAL FOR SELECTION	99
FORM 2: CURRICULUM VITAE (CV) OF KEY PERSONNEL	102
FORM 3: PROPOSED APPROACH & METHODOLOGY	105
FORM 4: BID SECURING DECLARATION	106
<b>APPENDIX-III: FINANCIAL PROPOSAL .....</b>	<b>107</b>

FORM 1: COVERING LETTER	107
FORM 2: FINANCIAL PROPOSAL	108

## 1. INTRODUCTION

### 1.1 Background

#### 1.1.1 About PM Gati Shakti National Master Plan

PM Gati Shakti National Master Plan (**PMGS-NMP**) was launched on 13th October 2021 by Hon'ble Prime Minister for providing multimodal connectivity infrastructure to various economic zones.

PMGS - NMP is essentially a digital platform to bring 16 Ministries including Ministry of Tourism together for integrated planning and coordinated implementation of infrastructure connectivity projects. It will leverage technology extensively including spatial planning tools with ISRO (Indian Space Research Organisation) imagery developed by BiSAG-N (Bhaskaracharya National Institute for Space Applications and Geoinformatics).

The Ministry of Tourism, Government of India (hereafter mentioned as "Authority") is the nodal agency for the development of tourism in the country. It plays a crucial role in supplementing the efforts of the State/Union Territory Governments to develop tourist destinations and attractions in the country.

Under Gati Shakti, Authority wants to ensure mapping of all the major tourist destinations and attractions in the country with all the relevant information added as attributes to suitable layers on the NMP for seamless collaboration with other departments and State/UTs. Further, Ministry intends to use this platform in its decision-making process and to better visualize, review & monitor the progress of cross-sectoral projects and growth of tourism sector through the GIS platform.

#### 1.1.2 Technical Support Unit (TSU) for Gati Shakti Cell

The Authority is in the process of formulation of Ministry of Tourism's Gati Shakti Cell and envisages appointment of Technical Support Unit (hereinafter referred as "Consultant" or "TSC") to harness the potential of PM Gati Shakti portal for the overall development of Tourism sector.

#### 1.1.3 Request for Proposal (RFP)

The Authority hereby invites proposals from eligible firms (see 3.1.1) for Selection of Consultants for "Appointment of Technical Support Unit in Gati Shakti Cell of Ministry of Tourism for assisting Implementation of Initiatives

under PM GatiShakti NMP”, hereinafter referred to as the “Assignment”.

Applicants shall submit a single proposal in the prescribed format as per the RFP document. No proposal will be accepted in hard copy, fax, e-mail or any other such means.

#### **1.1.4 Due Diligence by Applicants**

Applicants are encouraged to inform themselves fully about the assignment and the Gati Shakti platform before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.6.

#### **1.2 Availability of RFP Document**

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

#### **1.3 Validity of the Proposal**

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

#### **1.4 Brief Description of the Selection Process**

The Consultant will be selected on the **Quality and Cost Based Selection (QCBS)** process with 70% weightage to technical proposal and 30% to financial proposal.

In the first stage, a technical evaluation shall be carried out for consultants meeting Minimum Eligibility Criteria as specified in Clause 3.1. Based on this technical evaluation, a list of technically qualified applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation shall be carried out for the technically qualified applicants as specified in Clause 3.3. Proposals shall finally be ranked according to their combined technical and financial scores as per the methodology laid out in the Clause 3.4.

#### **1.5 Schedule of Selection Process**

##### **1.5.1 Schedule**

The Authority would endeavour to adhere to the following schedule:

S no	Event Description	Date/Days
1	Last date for receiving queries	29.05.2023
2	Pre-Proposal Conference	01.06.2023
3	Authority response to queries	05.06.2023
4	Proposal Due Date or PDD	15.06.2023 till 17:00 Hrs
5	Opening of Technical Proposals	16.06.2023
6	Letter of Award (LOA)	To be informed
7	Signing of Agreement	Within 10 days of LoA
8	Validity of Applications	90 days from PDD

### 1.5.2 Official Website

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

### 1.6 Pre-Proposal Conference

Pre-Proposal Conference of the Applicants shall be convened at the date, time and place given below. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

**Date:** 01.06.2023

**Time:** 11:00 Hrs

**Venue:** Manthan

Transport Bhawan,  
1, Parliament Street,  
New Delhi

During Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and



competitive Selection Process.

## 1.7 Pre-Bid Queries

### 1.7.1 Submission of Queries

The applicant may submit the queries regarding the document as per the timelines given in Clause 1.5. The queries should be addressed to the Nodal Officer mentioned in Clause 1.8. The queries must be asked in the following format:

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

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

## 1.8 Communications and Nodal Officer

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

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

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

1.8.2 The Applicant shall open the official website of the authority: [www.tourism.gov.in](http://www.tourism.gov.in) or CPPP - Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) to access all the posted and uploaded documents related to this RFP.

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

**“Request for Proposal [RFP] for Selection of Technical Support Unit in the PM Gati Shakti Cell of Ministry of Tourism”**

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives (Refer Schedule 1), scope of services (Refer Schedule 1), deliverables (Refer Schedule 1) and other requirements relating to this Consultancy are specified in this RFP.
- 2.1.2 Applicants are advised that the selection of consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this **Section 2 (Instruction to Applicants)** of the RFP. The **Technical Proposal** for Selection shall be submitted in the form at **Appendix-II**. The **Financial Proposal** shall be submitted in the form at **Appendix III**. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at **Schedule-2**.

#### 2.2 Power of Attorney

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

#### 2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority reserves the right to take action as per the Bid Security Declaration for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant to provide professional, objective,

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

2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the **Guidance Note at Schedule-3**. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Applicant or its Associate (or any constituent thereof) and any other Applicant or its 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 Associate is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has a shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; or

- (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 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

## **2.4 Cost of Proposal**

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

## **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**

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

- (a) made a complete and careful examination of this 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 2.5 above.
- (d) satisfied itself about all matters, things, and information, including matters referred to in Clause 2.5 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder.
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6.2 The Authority shall not be liable for any omission, mistake, or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to 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**

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

2.7.2 Without prejudice to the generality of Clause 2.7.1, the Authority reserves the right to reject any Proposal if:

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

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

## **2.8 Applicable Laws**

The Selection Process shall be governed by, and construed in accordance with, the laws of India and shall be subject to the jurisdiction of the Courts at New Delhi over all disputes arising under, pursuant to and/or in connection with the Selection Process.

## **2.9 Rights of the Authority**

2.9.1 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.

## **B. DOCUMENTS**

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

This RFP comprises the contents as listed below and will additionally include any Addendum/Amendment issued in accordance with Clause 2.10:

#### **Request for Proposal**

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

#### **Schedules**

- 1. Terms of Reference**
- 2. Form of Agreement**
- 3. Guidance Note on Conflict of Interest**

#### **Appendices**

##### **Appendix I: Forms for Minimum Eligibility Criteria**

- Form 1: Letter of Proposal for Qualification
- Form 2: Statement of Legal Capacity
- Form 3: Power of Attorney for Authorised Representative
- Form 4: Checklist of Minimum Eligibility
- Form 5: Particulars of the Applicant
- Form 6: Particulars of Full Time Regular Technical & Professional Staff On Rolls of the Applicant
- Form 7: Eligible Assignments of Applicant
- Form 8: Financial Capacity of the Applicant

##### **Appendix II: Technical Proposal**

- Form 1: Letter of Proposal for Selection
- Form 2: Curriculum Vitae (CV) of Key Personnel
- Form 3: Proposed Approach & Methodology
- Form 4: Format for Bid Securing Declaration

##### **Appendix–III: Financial Proposal**

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



## **2.11 Clarifications**

2.11.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing via e-mail before the date mentioned in the Schedule of Selection Process at Clause 1.5. The e-mail subject should be as follows:

**"Queries concerning "Request for Proposal [RFP] for Selection of Technical Support Unit in the PM Gati Shakti Cell of Ministry of Tourism"**

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. Authority will post the reply to all such queries on the Official Website without identifying the source of queries.

2.11.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.11.1 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## **2.12 Amendment of RFP**

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

2.12.2 All such addendum/ amendments shall be posted on the [www.tourism.gov.in](http://www.tourism.gov.in) and CPP portal <https://eprocure.gov.in/eprocure/app> shall be binding on all Applicants.

2.12.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.13 Language**

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting

document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

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

### **2.14.1 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.

### **2.14.2 Submission to be in electronic form**

The Applicant shall submit its bid in the electronic form on or before the date and time as mentioned in the Schedule of Selection Process at Clause 1.5.

### **2.14.3 Documents to be signed by Authorized Representative**

Proposals along with all the scanned copies of the document should be submitted in the electronic form only through online portal as mentioned above. Before the proposal documents are uploaded, all attached documents should be signed by the authorized representative (the "Authorised Representative") as detailed below:

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

### **2.14.4 Power of Attorney for Authorised Representative**

A copy of the Power of Attorney for Authorised Representative 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 - 3) shall accompany the Proposal.

### **2.14.5 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:

1. Power of Attorney as required under Clause 2.14.4; and
2. Bid Security Declaration as required under Clause 2.22

The envelope specified in this Clause 2.14.5 shall clearly bear the following identification:

**Original Documents concerning “Request for Proposal [RFP] for Selection of Technical Support Unit in the PM Gati Shakti Cell of Ministry of Tourism”**

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.

**2.14.6 No supplementary material to be entertained**

Applicants should note the Proposal Due Date as mentioned in the RFP for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of documents submitted before the closing time of Proposal Due Date as specified in Clause 2.19. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.27.

**2.15 Minimum Eligibility Criteria**

Applicants should meet the Minimum Eligibility Criteria as specified in Clause 3.1.1 to be deemed as qualified for further evaluation of its proposal under Clause 3.1.2. The Applicants shall submit forms specified at Appendix-I for evaluation of its Minimum Eligibility.

**2.16 Technical Proposal**

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

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

- (a) All forms are submitted in the prescribed formats and signed by the

prescribed signatories.

- (b) The Bid Security Declaration is provided as per **Form 4 Appendix-II**.
- (c) Power of Attorney for Authorised Representative, if applicable, is executed as per Applicable Laws.
- (d) CVs of all required Key Personnel have been included as per the format at **Form 2 of Appendix-II**
- (e) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished.
- (f) the CVs have been signed (or digitally signed) and dated by the respective Personnel and countersigned by the Applicant. Unsigned CVs shall be rejected.
- (g) the CVs shall contain an undertaking from the respective Personnel about his/her availability for the duration specified in the RFP.
- (h) Professional Personnel proposed have good working knowledge of English language.
- (i) No Personnel should have attained the age of 65 (sixty-five) years at the time of submitting the proposal.
- (j) and the proposal is responsive in terms of Clause 2.25.4

2.16.3 Failure to comply with the requirements spelt out in this Clause 2.16 shall make the Proposal liable to be rejected.

2.16.4 If an individual 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/she 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.

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

2.16.6 The Authority reserves the right to verify all statements, information, and documents, submitted by the Applicant in response to the RFP or make inquiries with any of the clients listed by the Applicants in their previous experience record. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities

hereunder nor will it affect any rights of the Authority thereunder.

2.16.7 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.

## **2.17 Financial Proposal**

2.17.1 Applicants shall submit the financial proposal in the formats at Appendix-III (the “**Financial Proposal**”) clearly indicating the cost of the Consultancy in both figures and words, in Indian Rupees INR, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.17.2 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. The cost shall cover the scope of work mentioned in Schedule-1 Terms of Reference, except the cost indicated in clause 2.17.2- b, c & d below. These shall normally cover remuneration for the personnel, surveys, equipment, printing of documents, food, OPEs, etc.
- (b) GST at applicable rates shall be paid extra.
- (c) The cost of approved/ authorized visits (if any) by the team to any State/UTs outside of NCT of Delhi shall be reimbursed as per actual subject to the

entitlement of an Under Secretary level officer of the Government of India.

- (d) 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.

## **2.18 Submission of Proposal**

- 2.18.1 The Applicants shall submit electronically the Proposal with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by the Authorized Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.
- 2.18.2 The proposal shall need to be submitted online on the CPP Portal itself; manual/offline bids shall not be accepted under any circumstances. Also, the Applicant shall have to separately send Bid Security Declaration and Power of Attorney in original hard copy to the Authority as specified in the Clause 2.14.5.
- 2.18.3 The Applicants shall submit documents pertaining to Minimum Eligibility Conditions online in its folder marked **“Minimum Eligibility”**. The folder marked – Minimum Eligibility shall contain forms in the prescribed format (Form 1-8 of Appendix-I) and supporting documents.
- 2.18.4 The Technical Proposal for selection must be submitted online in its folder marked **“Technical Proposal”**. The folder marked - Technical Proposal shall contain Application in the prescribed format with Forms 1 to 4 of Appendix II and supporting documents.

The **Financial Proposal** shall be in the prescribed format (Forms 1 & 2 of Appendix-III)

- 2.18.5 The Proposal shall be made in the Forms specified in this RFP. The applicant may attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provisions for incorporation of the requested information. Any attachment to such Forms

must be provided on separate pages and only information that is directly relevant should be included. This may include scanned photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.18.6 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.

## **2.19 Proposal Due Date**

2.19.1 Proposal should be submitted online on the CPP portal, on or before 1700 hours on the Proposal Due Date specified in Clause 1.5 in the manner and form as detailed in this RFP.

2.19.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 1.5.2 and 2.12 uniformly for all Applicants.

## **2.20 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.

## **2.21 Modification/ substitution/ withdrawal of Proposals**

2.21.1 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. The Applicant may modify, substitute, or withdraw its proposal by logging into the CPP portal prior to the proposal due date and time.

2.21.2 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.

## **2.22 Bid Security Declaration**

2.22.1 The Applicant shall furnish, as part of its Proposal, a Bid Security Declaration as per format specified in **Appendix II, Form 4**.

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

2.22.3 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 2.3.

### **2.23 Performance Security**

2.23.1 At the stage of selection of TSU by the Authority, 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.

2.23.2 The selected applicant shall furnish within fourteen (14) days of the issue of Letter of Acceptance (LOA), bank guarantee as Performance Security in the format given in Schedule 2, Annexure 5 for 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 2.23, which may be forfeited and appropriated in accordance with the provisions hereof.



## **2.24 No Liability on the Authority**

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.

## **D. EVALUATION PROCESS**

### **2.25 Evaluation of Technical Proposals for Selection**

#### **2.25.1 Proposal Evaluation Committee**

For the purpose of evaluation, the Authority shall formulate a Proposal Evaluation Committee.

#### **2.25.2 Opening of Proposals**

The Authority shall open the Proposals at 1100 hours on the next working day after the proposal due date via online opening. The “Technical Proposal” shall be opened first. The “Financial Proposal” shall be opened at a later date.

#### **2.25.3 Proposal withdrawn before due date**

Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.21 shall not be opened.

#### **2.25.4 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 2.19;
- (c) it is accompanied by the Bid Security Declaration Form as specified in Clause

2.22.

- (d) it is signed, numbered and submitted as stipulated in Clauses 2.14;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.14.4;
- (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.

#### **2.25.5 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.

#### **2.25.6 Technical Evaluation**

For the bidders satisfying the Eligibility Criteria as specified in Clause 3.1.1, the Authority shall 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.

In case an Applicant does not fulfil the Eligibility Criteria, the Technical Proposal of such an Applicant will not be evaluated further.

#### **2.25.7 Financial Evaluation**

After the technical evaluation, the Authority shall prepare a list of Technically qualified Applicants as per methodology laid out in Clause 3.2 for opening of their Financial Proposals. The list of technically qualified applicants will be notified. Thereafter, the Financial Proposals shall be opened on the CPP portal. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and ranking of the Proposals shall be carried out in terms of Clause 3.3.

#### **2.25.8 Combined and Final Evaluation**

Applicants shall be finally ranked as per the methodology laid out in Clause 3.4 of this RFP.

#### **2.25.9 Selection at Discretion of Authority**

Applicants are advised that Selection shall be entirely at the discretion of the

Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.25.10 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors, or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

## **2.26 Confidentiality**

2.26.1 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.

## **2.27 Clarification**

2.27.1 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.

2.27.2 If an Applicant does not provide clarifications sought under Clause 2.27.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority. Information sought / provided by the Applicant should not constitute any material deviation from the proposal submitted by the Applicant.

## **E. APPOINTMENT OF CONSULTANT**

## **2.28 Discussion**

- 2.28.1 The Selected Applicant may, if necessary, be invited for discussion. The discussion shall generally not be for reducing the price of the Proposal but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for discussion.
- 2.28.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

## **2.29 Substitution of Personnel**

- 2.29.1 The Authority shall not normally consider any request of the Selected Applicant for substitution of Key Personnel (mentioned in Clause 3.1.3) as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the resource is not available for reasons of incapacity, health issues, death, or resignation by the key personnel and which is beyond the control of the consultant, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.29.2 The Authority will not consider substitution of Key Personnel except for reasons of any incapacity, health issues, death or resignation by the key personnel, which is beyond the control of the consultant. Substitution of any key personal proposed by the consultant beyond the reasons mentioned above will be considered in rare case and the same shall be 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. 50,000 shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be Rs. 1,00,000 from the payments due to the Consultant. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement. (Deduction from the payment, which is due to the consultant, will not be done if the replacement is for the reasons related to incapacity, health issues, death, or resignation by the key personnel and which his beyond the control of the consultant)
- 2.29.3 In case the Authority is not satisfied with the performance of any resource person,

the Authority may initiate a request for substitution of such resource. This substitution will also be subject to payment deductions as described in Clause 2.29.2.

### **2.30 Indemnity**

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

### **2.31 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.

### **2.32 Execution of Agreement**

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

### **2.33 Commencement of assignment**

The Consultant shall station all the key personnels in the Ministry of Tourism and commence the Services 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 2.32 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for discussion. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.22.

### **2.34 Proprietary Data**

Subject to the provisions of Clause 2.26, 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. Applicants are required to treat all such documents and information as strictly confidential. 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.

## CRITERIA FOR EVALUATION

### 3.1 Evaluation of Technical Proposals

#### 3.1.1 Evaluation for Minimum Eligibility

Technical proposals of only those applicants shall be evaluated, which are found responsive as per Clause 2.25.4 and who satisfy the Conditions of Minimum Eligibility as specified under:

Sn	Eligibility Criterion	Documentary evidence to be submitted
1	The Applicant should be a <b>company incorporated in India</b> under the Companies Act, 1956/ 2013 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008/ Indian Partnership Act, 1932 or a proprietorship firm  <b>Note: Consortium is not allowed</b>	Copy of the <b>Certificate of Incorporation</b> / Registration / any other document to prove proprietorship, copy of PAN card and copy of GST Registration along with the proposal.  To be shared as attachment to Appendix 1, Form 5
2	<b>Availability of Staff:</b> The Applicant must have a minimum of Twenty Five (25) Full Time Regular Technical and Professional Staff on rolls, capable of providing Project and Programme Management support.	To be provided as per Appendix 1, Form 6 on company's letter head signed by company's authorized signatory.
3	<b>Technical Capacity:</b> The Applicant shall have, over the past seven (7) years preceding the PDD, undertaken a minimum of 2 (two) Eligible Assignments as defined in 3.1.2 where the consultancy fees received is more than INR 1 Crore. The project shall have commenced within 7 years preceding PDD as specified in Clause 1.5.1	The details of assignment submitted for meeting the Technical Capacity to be provided as per Appendix 1, Form 7.
4	<b>Financial Capacity:</b> The Applicant shall have minimum average annual revenue of Rs. 8 Crore (Rupees Eight	The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its

Sn	Eligibility Criterion	Documentary evidence to be submitted
	Crore only) from professional fees during the last 3 (three) financial years (i.e., 2019-20, 2020-21 & 2021-22). For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing consultancy services to its clients.	total revenues from consultancy assignments during each of the past three financial years. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant. To be provided as per Appendix 1, Form 8
5	<p><b>Past performance of the Applicant</b></p> <p>An applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.</p>	<p>Undertaking to this effect on company's letter head signed by company's authorized signatory</p> <p>Refer Appendix 1, Form 1</p>

### 3.1.2 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, following advisory/ consultancy assignments carried out with Government institutions/ Private organizations will be treated as eligible assignments:

- a. GIS application related projects OR
- b. Geo spatial database management OR
- c. Programme support in PM Gati Shakti with other Ministries or other GIS based Monitoring Platforms



**3.1.3** The Technical Proposal for Applicants meeting minimum Eligibility Condition (as per 3.1.1) will be evaluated based on the following parameters:

Sn	Parameters	Maximum Score
<b>A</b>	<p><b>Firm's Experience</b></p> <p>Scoring for Firm's experience shall be evaluated based on technical presentation on 2 Eligible Assignments as defined in 3.1.2 undertaken by the firm where consultancy fees received is more than INR 1 Cr. The project shall have commenced within 7 years preceding PDD as specified in Clause 1.5.1.</p> <p>The Technical presentation will be evaluated by Proposal Evaluation Committee on following criteria:</p> <ul style="list-style-type: none"> <li>• Scale of the project in terms of extent of geographical area covered in the assignment</li> <li>• Scope of the project, tasks undertaken related to use of GIS application and its relevance to the scope elaborated for this assignment in Terms of Reference (Schedule – I)</li> <li>• Challenges &amp; innovations from the project and applicability of its learnings for this assignment</li> </ul>	<b>40</b>
<b>B</b>	<p><b>Relevant Experience of the Key Personnel</b></p> <p><i>Marks for the below mentioned profiles shall be evaluated based on submitted CV (Appendix-II Form 2) and the technical presentation made by each key personnel showing Case studies of Two (2) Eligible Assignments they have been part of which best describes the suitability for the proposed position.</i></p> <p><i>The Technical presentation will be evaluated by Proposal Evaluation Committee on following criteria:</i></p> <ul style="list-style-type: none"> <li>• Scale of the project in terms of extent of geographical area covered in the assignment</li> <li>• Scope of the project, tasks undertaken related to GIS application and its relevance to the scope elaborated for this assignment in Terms of Reference (Schedule – I)</li> <li>• Challenges &amp; innovations from the project and applicability of its learnings for this assignment</li> </ul>	<b>40</b>
<b>1</b>	<p><b>Team Leader cum Spatial Planning Expert</b></p> <p>Post Graduate Degree in Engineering/ Planning/</p>	<b>20</b>

Sn	Parameters	Maximum Score
	<p>Geography/ Geoinformatics</p> <p>Minimum 6 years' experience working on Eligible Assignments</p> <p>Strong background and working knowledge of GIS based projects. Experience of working directly with Government agency at Central, State or ULB level and on tourism projects will be preferred.</p> <p>(Maximum of 10 marks for length of experience working on eligible assignments &amp; Maximum of 10 marks for technical presentation)</p> <ul style="list-style-type: none"> <li>➤ No. of completed years of experience in Eligible Assignment – <ul style="list-style-type: none"> <li>• 6 to 8 years – 4 Marks</li> <li>• 8 to 10 years – 7 Marks</li> <li>• 10 years &amp; above – 10 Marks</li> </ul> </li> <li>➤ Marks based on technical presentation – 10</li> </ul>	
2	<p><b>GIS Analyst</b></p> <p>Post Graduate Degree/ Diploma in GIS, Geoinformatics or Remote Sensing</p> <p>Minimum 3 years' experience working on Eligible Assignments</p> <p>Must Have knowledge of GIS Software (QGIS/ ARC Map)</p> <p>(Maximum of 5 marks for length of experience working on eligible assignments &amp; Maximum of 5 marks for technical presentation)</p> <ul style="list-style-type: none"> <li>➤ No. of completed years of experience in Eligible Assignment – <ul style="list-style-type: none"> <li>• 3 years – 1 Marks</li> <li>• 4 years – 3 Marks</li> <li>• 5 years and above – 5 Marks</li> </ul> </li> <li>➤ Marks based on technical presentation Criteria - 5</li> </ul>	<b>10</b>

Sn	Parameters	Maximum Score
3	<p><b>IT Analyst</b></p> <p>Bachelor's degree in Information Technology, Computer Science</p> <p>Minimum 3 years of <b>relevant experience</b> in MIS portal and website development with sound knowledge in data analytics software's.</p> <p>(5 marks for length of experience working on relevant assignments &amp; 5 marks for technical presentation)</p> <p>➤ No. of completed years of relevant experience –</p> <ul style="list-style-type: none"> <li>• 3 years – 1 Marks</li> <li>• 4 years – 3 Marks</li> <li>• 5 years and above – 5 Marks</li> </ul> <p>➤ Marks based on technical presentation - 5</p>	10
C	<p><b>Proposed Approach and Methodology</b></p> <p>Applicant shall submit the proposed Approach and Methodology as per Appendix-II Form 3 covering the following:</p> <ol style="list-style-type: none"> <li>a. Conceptual Clarity and Understanding of Terms of Reference</li> <li>b. Understanding of PM Gati Shakti and NMP portal</li> <li>c. Approach and Methodology &amp; Work Plan</li> <li>d. Quality of Content and Innovative inputs</li> </ol> <p>The key personnel mentioned in Sn (B) of this table shall be required to give Technical Presentation on the proposed Approach and Methodology led by the Team Leader.</p> <p>Marking shall be undertaken based on submission as per Appendix-II Form 3 and Technical Presentation by the applicant on the same.</p>	20
	<b>Total Marks</b>	<b>100</b>

### 3.2 Shortlisting of Technically Qualified Applicants

Only those Applicants whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall be declared as **technically qualified** for financial evaluation in the second stage and shall be ranked from highest to the lowest on the basis of their technical score (ST).

However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 70 (seventy) marks; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

### 3.3 Evaluation of Financial Proposal

3.3.1 Financial evaluation of technically qualified applicant as per clause 3.2 will be carried out as per this Clause. Each Financial Proposal will be assigned a financial score (SF).

3.3.2 For financial evaluation, the Total Professional Fee indicated in the Financial Proposal as per **Form 2 of Appendix III**, will be considered.

3.3.3 The Authority shall determine whether the Financial Proposals are complete, unqualified, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing of any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) shall be given a financial score (SF) of 100 points. The financial scores of other Proposals shall be computed as follows:

$$SF = 100 \times FM/F$$

(F = amount of Financial Proposal)

### 3.4 Combined and final evaluation

3.4.1 Proposals shall finally be ranked, according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively.

- 3.4.2 The selected applicant shall be the first ranked Applicant (having the highest combined score). The second-ranked Applicant shall be kept in reserve and may be invited for discussion in case the first ranked Applicant withdraws or fails to comply with the requirements specified in Clauses 2.28, 2.32, and 2.33, as the case may be.
- 3.4.3 In case the Combined Score (S) (up to one digit after decimal) is a tie amongst technically qualified Applicants, then the following preference hierarchy of selection shall be adopted to select the successful applicant.
- i. **Preference 1:** Applicant who has attained the higher financial score amongst the applicants as per Clause 3.3
  - ii. **Preference 2:** Applicant who has attained the higher technical score amongst the applicants as per Clause 3.2
  - iii. **Preference 3:** In case of a tie, once again at Preference 1 & 2, then the award shall be decided by draw of lots, in the presence of the eligible bidders.

#### 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 Letter of Award 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 Letter of Award 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 Letter of Award or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as

provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Award, as the case may be, any person in respect of any matter relating to the Project or the Letter of Award, 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.

## **SCHEDULES**



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

(See Clause 2.1)

### **A. Background**

The Ministry of Tourism is the nodal agency for the development of tourism in the country. It plays a crucial role in supplementing the efforts of the State/Union Territory Governments to develop tourist destinations and attractions in the country.

The development at tourist destinations should undergo comprehensive planning and should be in sync with the activities of other departments/Ministries and State/UTs through active co-ordination throughout the entire lifecycle of the project. PM Gati Shakti National Master Plan (NMP) is one such step in this direction.

To ensure mapping of all the tourist destinations on the NMP, the Ministry desires to have a technical manpower with knowledge of Geo-Spatial software, Remote Sensing, Planning & Design, Data Analytics and Solutions. In addition to mapping, the relevant data pertaining to the tourism infrastructure/facilities needs to be regularly analysed, processed and integrated with the NMP for seamless collaboration. Further, Ministry would also like to use this platform in its decision-making process and to better visualize, review & monitor the progress.

To fulfil above endeavours, it is necessary to establish a Gati Shakti Cell in the Ministry of Tourism equipped with a Technical Support Unit of skilled resources stationed within the Ministry.

### **B. Objectives**

Following are the objectives for hiring TSU to support Ministry with NMP:

1. Supporting MoT by facilitating better convergence with allied ministries and State/UTs through Gati Shakti NMP portal.
2. Mapping of tourist destinations and attractions of the country in the NMP in coordination with State/UTs.
3. Coordination & collaboration with DIPTT (NMP) and BiSAG for regular updation of the Tourism layers in NMP.

### C. Scope of Work

Ministry of Tourism intends to hire a professional agency which would act as the TSU for Gati Shakti Cell. The broad Scope of Work includes activities given below, but not limited to:

1. The TSU shall prepare 'Tourism NMP Strategy' document at the inception which will cover the broad topics of Strategy & Action Plan for Integration & mapping of major Tourist destinations & attractions in the NMP.
2. The TSU shall be responsible for coordination with various stakeholders such as State Governments, Union Territories, Central Ministries, DPIIT, BISAG etc in order to map tourist destinations/ attractions and its attributes
  - (i) Mapping of tourist destination will involve delineation of the destination's impact area using administrative & physical boundaries encompassing tourist attractions, accommodation units, major transit hubs (entry and exit points) etc.
3. The TSU shall devise a mechanism to ensure standardisation, revalidation, cleaning & rationalisation of the data to be uploaded on the NMP in order to maintain its consistency.
4. The TSU shall formulate a framework for regular updation of data, identification of new attributes and features and augmentation of data layers which would be uploaded from time to time.
5. The TSU shall assist in API integration of data from the portal(s) maintained by the Ministry of Tourism and the States/ UTs for real-time integration with the NMP portal.
6. The TSU will support the Ministry in procurement of specialised agencies (if any) during the engagement.
7. Assist Ministry in selection and approval of projects by providing better visualisation through information emerging out of NMP portal.

8. The TSU will impart necessary training required for MoT officials to interpret information from NMP for planning of projects and also adding/updating data into NMP.
9. Any other works related to GIS application, PM Gati Shakti National Master Plan and work assigned to Gati Shakti cell

#### D. Team Structure

The proposed team structure of Technical Support Unit is as below:

Sn	Position	Academic Qualification	Work Experience
1	Team Leader cum Spatial Planning Expert	Post Graduate Degree in Engineering/ Planning/ Geography/ Geoinformatics	Minimum 6 years' experience working on projects based on GIS application  Strong background and working knowledge of GIS based projects  Experience of working directly with Government agency at Central, State or ULB level and on tourism projects will be preferred.
2	GIS Analyst	Post Graduate Degree/ Diploma in GIS, Geoinformatics and Remote Sensing	Minimum 3 years' experience of working on projects based on GIS application.  Must Have knowledge of GIS Software (QGIS/ ARC Map/ Google Earth etc.).
3	IT Analyst	Bachelor's degree in Information Technology, Computer Science	Minimum 3 years' experience in website development and using data analytics software.

All the positions mentioned above will be stationed full-time at the Ministry of Tourism or at any location as directed by the Ministry.

### E. Deliverables and Payment Terms

The contract period will be for 2 years, extendable to maximum period of another 2 years on the same terms and conditions at the sole discretion of MoT and without any revision of the fees quoted by the firm. The consultant needs to station the team in the Ministry of Tourism within 7 days of signing the Contract Agreement.

The payment terms will be as follows:

Sn	Deliverables	Payment Timeframe
1	Monthly Activity Report (MPR) on 5th of every month mentioning resource wise activities undertaken as per the ToR	To be paid on quarterly basis on submission of bills with MPRs of corresponding months.

**Note:** All payments are subject to satisfactory completion of respective deliverables and approval from MoT.

**SCHEDULE - 2: AGREEMENT**

(See Clause 2.1.3)

**AGREEMENT**

**FOR**

**TECHNICAL SUPPORT UNIT IN THE GATI SHAKTI CELL OF MINISTRY OF  
TOURISM FOR ASSISTING IMPLEMENTATION OF INITIATIVES UNDER PM  
GATI SHAKTI NATIONAL MASTER PLAN**

RFP Reference No: \_\_\_\_\_ dated \_\_\_\_\_

## CONTENTS

### 1. General

- 1.1 Definitions and Interpretation
- 1.2 Relation between the Parties
- 1.3 Rights and Obligations
- 1.4 Governing law and jurisdiction
- 1.5 Language
- 1.6 Table of contents and headings
- 1.7 Notices
- 1.8 Location
- 1.9 Authorized representatives
- 1.10 Taxes and duties

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

- 2.1 Effectiveness of Agreement
- 2.2 Commencement of Services
- 2.3 Termination of Agreement for failure to commence Services
- 2.4 Expiry of Agreement
- 2.5 Entire Agreement
- 2.6 Modification of Agreement
- 2.7 Force Majeure
- 2.8 Suspension of Agreement
- 2.9 Termination of Agreement

### 3. Obligations of the Consultant

- 3.1 General
- 3.2 Conflict of Interest
- 3.3 Confidentiality
- 3.4 Liability of the Consultant
- 3.5 Insurance to be taken out by the Consultant
- 3.6 Accounting, inspection, and auditing
- 3.7 Consultant 's actions requiring the Authority 's prior approval
- 3.8 Reporting obligations
- 3.9 Documents prepared by the Consultant to be the property of the Authority
- 3.10 Equipment and materials furnished by the Authority
- 3.11 Providing access to the Project Office and Personnel
- 3.12 Accuracy of Documents

**4. Consultant's Personnel**

- 4.1 General
- 4.2 Deployment of Personnel
- 4.3 Approval of Personnel
- 4.4 Substitution of Key Personnel
- 4.5 Working hours, overtime, leave etc.
- 4.6 Team Leader

**5. Obligations of the Authority**

- 5.1 Assistance in clearances etc.
- 5.2 Access to land and property
- 5.3 Change in Applicable Law
- 5.4 Payment
- 5.5 Consultancy Monitoring Committee

**6. Payment to the Consultant**

- 6.1 Cost estimates and Agreement Value
- 6.2 Entitlement for allowance and payments for official travel
- 6.3 Currency of payment
- 6.4 Mode of billing and payment

**7. Liquidated damages and penalties**

- 7.1 Performance Security
- 7.2 Liquidated Damages
- 7.3 Penalty for deficiency in Services

**8. Fairness and Good Faith**

- 8.1 Good Faith
- 8.2 Operation of the Agreement

**9. Settlement of Disputes**

- 9.1 Amicable settlement
- 9.2 Dispute resolution
- 9.3 Conciliation
- 9.4 Arbitration

**ANNEXES**

Annexure-1: Terms of Reference

Annexure-2: Deployment of Personnel

Annexure-3: Cost of Services

Annexure-4: Payment Schedule

Annexure-5: Bank Guarantee for Performance Security



## AGREEMENT

### Technical Support Unit in the Gati Shakti Cell Of Ministry Of Tourism for assisting implementation of Initiatives under PM Gati Shakti National Master Plan

This AGREEMENT (hereinafter called the **Agreement**) is made on the ..... day of the month of ..... 20...,

between, on the one hand,

[.....] having its Registered Office at 1st Floor, Transport Bhavan, , New Delhi – 110001, India, (Hereinafter called the **Authority**) which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand,

[.....Name of Consultant....] having its registered address as ..... (hereinafter called the “**Consultant**”) which expression shall include their respective successors and permitted assigns).

#### WHEREAS

2. The Ministry of Tourism has invited proposals vide its Request for Proposal for Selection of Technical Support Unit in the GATI SHAKTI CELL of Ministry of Tourism for assisting Implementation of Initiatives under PM Gati Shakti National Master Plan. (Hereinafter called the **Project**);
3. the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Ministry of Tourism that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
4. the Ministry of Tourism, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ..... (the **LOA**); and
5. in pursuance of the LOA and submission of Performance Security by way of Bank Guarantee by the Consultant, the parties have agreed to enter into this Agreement.

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

## 1. GENERAL

### 1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) **Agreement** means this Agreement, together with all the Annexes;
- (b) **Agreement Value** shall have the meaning set forth in Clause 6.1.2;
- (c) **Applicable Laws** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) **Confidential Information** shall have the meaning set forth in Clause 3.3;
- (e) **Conflict of Interest** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) **Dispute** shall have the meaning set forth in Clause 9.2.1;
- (g) **Effective Date** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) **Government** means the Government of India;
- (i) **INR, Re. or Rs.** means Indian Rupees;
- (j) **Party** means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (k) **Personnel** means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- (l) **RFP** means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (m) **Services** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (n) **Third Party** means any person or entity other than the Authority and the Consultant.
- (o) All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement

and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- Agreement;
- Annexes of Agreement;
- RFP; and
- Letter of Award.

## **1.2 Relation between the Parties**

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

## **1.3 Rights and obligations**

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

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

## **1.4 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and shall be subject to the jurisdiction of the Courts at New Delhi.

## **1.5 Language**

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

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

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

### **1.7 Notices**

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

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.9 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.9 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by email and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

### **1.8 Location**

The Services shall be performed at such locations as are specified in Terms of Reference here to or, at any such locations as the Ministry of Tourism may notify in writing.

### **1.9 Authorized Representatives**

- 1.9.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.9.
- 1.9.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority representative shall be:
- .....  
.....  
Tel: .....  
Mobile: .....  
Email: .....
- 1.9.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Name, Designation...  
Address:  
E-mail:  
Tel: .....  
Mobile: .....

#### **1.10 Taxes and duties**

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

### **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

**2.1 Effectiveness of Agreement** This Agreement shall come into force and effect on the date of this Agreement (the "**Effective Date**").

#### **2.2 Commencement of Services**

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

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

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks 'notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

## **2.4 Expiry of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire after two years after the Effective Date as specified in Clause 2.1.

## **2.5 Entire Agreement**

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

## **2.6 Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the

circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, pandemic, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### 2.7.2 No breach of Agreement

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

#### 2.7.3 Measures to be taken

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

#### 2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which

such Party was unable to perform such action as a result of Force Majeure.

#### 2.7.5 Payments

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

#### 2.7.6 Consultation

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

### 2.8 Suspension of Agreement

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

### 2.9 Termination of Agreement

#### 2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;



- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

#### 2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days 'written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

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

- (iv) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

#### 2.9.3 Cessation of rights and obligations

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

#### 2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

#### 2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (a) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (b) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (c) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental

to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

#### 2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

##### 3.1.1 Standards of Performance

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

##### 3.1.2 Terms of Reference

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

- Applicable Laws

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

#### 3.2 Conflict of Interest

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

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

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

3.2.3 Prohibition of conflicting activities

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

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

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

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations

hereunder, and the Consultant shall use its best efforts to ensure that the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

- 3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the **Prohibited Practices**). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority 's any other rights or remedy hereunder or in law.
- 3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:
- (i) **corrupt practice** means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise

ceases to be in the service of the Authority , shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

- (ii) **fraudulent practice** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (iii) **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (iv) **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
- (v) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 3.3 Confidentiality

The Consultant and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant and the Personnel; any information provided by or relating to the Authority , its technology, technical processes, business affairs or finances or any information relating to the Authority 's employees, officers or other professionals or suppliers, customers, or contractors of the Authority ; and any other information which the

Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant and its Personnel becomes a part of the public knowledge from a source other than the Consultant and its Personnel;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant and its Personnel or either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or its Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

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

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that except in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority 's property, shall not be liable to the Authority :

- (b) for any indirect or consequential loss or damage; and

- (c) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to the Agreement Value.

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

- 3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.



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

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

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

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

The Consultant shall:

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

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

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

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

### **3.8 Reporting obligations**

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

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

3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as **Consultancy Documents**) prepared by the Consultant (or any Third Party) in performing the Services shall become and remain the property of the Authority , and all intellectual property rights in such Consultancy Documents shall vest with the Authority . Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as Claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

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

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish

forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

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

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

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

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

## **4. CONSULTANT'S PERSONNEL**

### **4.1 General**

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

### **4.2 Deployment of Personnel**

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annexure 2 of this Agreement.

4.2.2 The Authority, may by giving 30 days' notice in writing decrease / increase the number of personnel depending on workload and the payment to be made to

the Consultant would accordingly be adjusted as per actual deployment of personnel.

- 4.2.3 If additional work is required beyond the scope of the services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

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

- 4.3.1 The Professional Personnel listed in Annexure 2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix–II (Form 2) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority 's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority

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

- 4.4.1 The Authority will not consider substitution of Key Personnel except for reasons of any incapacity, health issues, death or resignation by the key personnel, which is beyond the control of the consultant. Substitution of any key personal proposed by the consultant beyond the reasons mentioned above will be considered in rare case and the same shall be 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. 50,000 shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be Rs. 1,00,000 from the payments due to the Consultant. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

(Deduction from the payment which is due to the consultant, will not be done if the replacement is for the reasons related to incapacity, health issues, death or

resignation by the key personnel and which is beyond the control of the consultant)

4.4.2 Substitution of the Team Leader will not normally be considered and may lead to termination of the Agreement.

4.4.3 In case the Authority is not satisfied with the performance of any resource person, the Authority may initiate a request for substitution of such resource. This substitution will also be subject to payment deductions as described in Clause 4.4.1.

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

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

#### **4.6 Team Leader**

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

### **5. OBLIGATIONS OF THE AUTHORITY**

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

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

- (a) provide the Consultant and its Personnel with work permits and such other documents as may be necessary to enable the Consultant or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and

(c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

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

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

## **5.3 Changes in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

## **5.4 Payment**

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

## **5.5 Consultancy Monitoring Committee**

A consultancy monitoring committee shall be constituted to monitor and review the plan and output deliverable. The committee shall comprise of representatives from the Ministry of Tourism.

# **6. PAYMENT TO THE CONSULTANT**

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

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annexure 3 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the

Agreement Value is Rs. .... (Rupees. ....).

- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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

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

## **6.3 Currency of payment**

All payments shall be made in Indian Rupees.

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

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

- a. The Consultant shall be paid for its services as per the Payment Schedule at Annexure 4 of this Agreement, subject to the Consultant fulfilling the following conditions:
  - i No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
  - ii The Authority shall pay to the Consultant, only the undisputed amount.
- b. The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "Due Date"). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- c. The final payment under this Clause shall be made only after the final deliverable and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final

deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.

- d. Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- e. All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant
- f. All payments shall be subjected to deduction of taxes at source as per Applicable Laws.

## **7. LIQUIDATED DAMAGES AND PENALTIES**

### **7.1 Performance Security**

7.1.1 The Consultant will submit a Performance Security (the “**Performance Security**”) to the tune of 3% of the total contract value in the form of Bank Guarantee (BG).

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

- a. If a bidder engages in any of the prohibited practices
- b. If the bidders is found to have a conflict of interest.



## **7.2 Liquidated Damages**

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

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 10% (ten percent) of the Agreement Value.

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

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

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

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

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

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

7.3.2 In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debaring for a specified period may also be initiated as per policy of the Authority or seek replacement of personnel or deduction in the payment due to the consultant.

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

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

## **8.2 Operation of the Agreement**

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

## **9. SETTLEMENT OF DISPUTES**

### **9.1 Amicable settlement**

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

### **9.2 Dispute resolution**

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### **9.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon Local Administrator and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date

of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

#### **9.4 Arbitration**

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

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

SIGNED, SEALED AND DELIVERED For and on behalf of Consultant:	SIGNED, SEALED AND DELIVERED For and on behalf of Authority
--	--

In the presence of:

1. (Signature)  
(Name)  
(Designation)  
(Address)
2. (Signature)  
(Name)  
(Designation)  
(Address)

**Annexure 1**  
**Terms of Reference**  
*(Refer Clause 3.1.2)*

(Reproduce Schedule-1 of RFP)

**Annexure 2**  
**Deployment of Personnel**  
*(Refer Clause 4.2)*

**Annexure 3**

**Cost of Services**

*(Refer Clause 6.1)*

(Reproduce as per Form-2 of Appendix-III of RfP)

**Annexure 4**  
**Payment Schedule**  
*(Refer Clause 6.3)*

1. The Consultant will raise its invoice on quarterly basis along with the details of the work done during that period.
2. The consultant will clearly indicate the details of the resource persons provided by it along with its invoice.
3. Individual invoices raised by the consultant will be examined by the authority and after following the due Government procedures and approvals, payment shall be released.
4. Additional cost if any, shall be paid as per the provisions of clause 6.1.2 of this document subject to the authority agreeing to the same.
5. Any travel & accommodation for the consultant's personnel for site visit etc. will be with the approval of the Authority. The Travel/ daily allowance/ food charges and any other expenses would be as per the entitlement of an Under Secretary level officer of the Government of India.
6. The consultant will submit its bank details in the prescribed mandate form in order to enable the authority to release payment through bank transfer.



**Annexure 5**

**Bank Guarantee for Performance Security**

*(Refer Clause 7.1.2)*

To

[.....]

.....

.....]

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

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

(i) 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 .....).

(ii) We, ..... (indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised

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

(iii) We, ..... (indicate the name of Bank) further agree that the

(iv) 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.

(v) 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.

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

(vii) 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.

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

For .....

Name of Bank:

Seal of the Bank:

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

(Signature, name and designation of the authorised signatory)

NOTES:

1. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
2. 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.

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

#### **(See Clause 2.3)**

- (a) 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.
- (b) 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.
- (c) 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.

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.

- (d) 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.

- (e) 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.
- (f) 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.
- (g) 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.
- (h) Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

## **APPENDICES**

**APPENDIX-I: Forms for Minimum Eligibility Criteria**

**Form 1: Letter of Proposal for Qualification**

(On Applicant's letter head)

(Date and Reference)

To,  
Director,  
Swadesh Darshan  
Ministry of Tourism  
Transport Bhawan  
1, Parliament Street, New Delhi-110001

**Sub: Appointment of Technical Support Unit in the PM Gati Shakti Cell of Ministry of Tourism 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 Qualification for Appointment of Technical Support Unit in the PM Gati Shakti Cell of Ministry of Tourism**. 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 TSU for the aforesaid assignment.

4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
  1. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  2. I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
  3. 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
  4. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with



Clause 2.8 of the RFP document.

9. I/We 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.
10. 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.
11. 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.
12. 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.
13. A bid securing declaration is attached, in accordance with the RFP document.
14. 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.
15. I/We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 3 of Appendix I.
17. 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 project.

18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the 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: RFP for Technical Consultant: ..... Project

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document. I/We have agreed that ..... (insert individual's name) will act as our Authorised Representative and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of .....

**APPENDIX-I**

**Form 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 notarised by a notary public.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.

## APPENDIX-I

## Form 4: Checklist of Minimum Eligibility

Sn	Eligibility Criterion	Whether Met	Documentary Evidence submitted and Page Reference
1	The Applicant should be a <b>company incorporated in India</b> under the Companies Act, 1956/2013 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008/ Indian Partnership Act, 1932 or a proprietorship firm	Yes/No	To be provided as per Appendix 1, Form 5  Pg.
2	<b>Availability of Staff:</b> The Applicant must have a minimum of Twenty-Five (25) Full Time Regular Technical and Professional Staff on rolls.	Yes /No	To be provided as per Appendix 1, Form 6
3	<b>Technical Capacity:</b> The Applicant shall have, over the past seven (7) years preceding the PDD, undertaken a minimum of 2 (two) Eligible Assignments as defined in 3.1.3 where the consultancy fees received is more than INR 1 Crore. The project shall have commenced within 7 years preceding PDD as specified in Clause 3.1.  (Only two (2) assignments will be evaluated. If Applicant submits more than 2 assignments, only first two (2) assignments will be considered.)	Yes/No	Form 7 Pg. ____ to ____
4	<b>Financial Capacity:</b> The Applicant shall have minimum annual revenue	Yes/No	Form 8  Pg.

	of Rs. 8 Crore (Rupees Eight Crore only) from professional fees during the last 3 (three) financial years (i.e., 2019-20, 2020-21 & 2021-22) preceding the PDD. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients.		
5	<p><b>Past performance of the Applicant</b></p> <p>An applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.</p>	Yes/No	<p>Undertaking to this effect on company's letter head signed by company's authorized signatory</p> <p>Refer Appendix 1, Form 1</p>

## APPENDIX-I

## Form 5: Particulars of the Applicant

(On letter head of Applicant)

1	<b>Title of Consultancy:</b> Technical Support Unit in Gati Shakti Cell of Ministry of Tourism
2	<b>Title of Project:</b> Appointment of Technical Support Unit in Gati Shakti Cell of Ministry of Tourism
3	<p><b>State the following:</b></p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership, etc.):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers, e-mail of authorized signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company: Address:</p> <p>Phone No.:</p> <p>Fax No.:</p> <p>E-mail address:</p> <p><b>Attach:</b> Copy of Certificate of Incorporation /Registration /any other document to prove proprietorship, copy of PAN card and copy of GST Registration along with this Form 2.</p>
4	<p><b>For the Applicant, state the following information:</b></p> <p><b>(i) Has the Applicant been penalized by any organization for poor quality of</b></p>



<p><b>work or breach of contract in the last five years?</b></p> <p>Yes/No</p> <p><b>(ii) Has the Applicant ever failed to complete any work awarded to it by any public authority/ entity in last five years?</b></p> <p>Yes/No</p> <p><b>(iii) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years?</b></p> <p>Yes/No</p> <p><b>(iv) Has the Applicant suffered bankruptcy/insolvency in the last five years?</b></p> <p>Yes/No</p> <p><b>Note: If answer to any of the questions at (i) to (iv) is yes, the Applicant is not eligible for this consultancy assignment.</b></p>
--

**APPENDIX-I**

**Form 6: Particulars of Full Time Regular Technical & Professional Staff On Rolls  
of the Applicant**

(On letter head of Applicant)

<b>Sn</b>	<b>Designation / Functional Area</b>	<b>Total Count of Full Time Regular Technical &amp; Professional Staff on Rolls</b>

Signed:

(Signature, name and designation of the authorized signatory)

**NOTE:**

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

## APPENDIX-I

## Form 7: Eligible Assignments of Applicant

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

## Notes:

1. Applicant to submit Completion Certificate, ToR and Work Order as evidence of the work.
2. For on-going assignments, minimum fee value of INR 1 Crore should be received by the Applicant and certified by Statutory Auditor/Authorized Signatory shall be considered.
3. Use separate sheet for each eligible assignment.

## APPENDIX-I

## Form 8: Financial Capacity of the Applicant

Sn	Financial Year	Annual Revenue from consultancy assignments (in INR)
1	2019-20	
2	2020-21	
3	2021-22	

**Certificate from the Statutory Auditor<sup>1</sup>**

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

(Signature, name and designation of the authorized signatory)

**Date:**

**Name and seal of the audit firm:**

## Exchange rate should be taken as Rs. 80 per US \$ for conversion to Rupees.

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

**APPENDIX-II: TECHNICAL PROPOSAL**

**Form 1: Letter of Proposal for Selection**

(On Applicant's letter head)

(Date and Reference)

To,  
Director,  
Swadesh Darshan  
Ministry of Tourism  
Transport Bhawan  
1, Parliament Street, New Delhi-110001

**Sub: Appointment of Technical Support Unit in the PM Gati Shakti Cell of Ministry of Tourism 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 Appointment of Technical Support Unit in the PM Gati Shakti Cell of Ministry of Tourism**. 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 TSU for the aforesaid assignment.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither

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

7. I/We declare that:
  5. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  6. I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
  7. 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
  8. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We 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.
10. 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.

11. 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.
12. 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.
13. A bid securing declaration is attached, in accordance with the RFP document.
14. 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.
15. I/We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 3 of Appendix I.
17. 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 project.
18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

## Form 2: Curriculum Vitae (CV) of Key Personnel

1.	<b>Proposed Position</b>			
2.	<b>Name of Personnel</b>			
3.	<b>Date of Birth</b>			
4.	<b>Nationality</b>			
5.	<b>Educational Qualification</b>			
	<b>Name of Course</b>	<b>Name of Institution / University</b>	<b>Year of Passing</b>	
6.	<b>Employment Record</b>			
	<b>Name of the organisation</b>	<b>Designation</b>	<b>From</b>	<b>To</b>
<b>Details of Work Undertaken that Best Illustrates Capability to Handle Tasks relevant to this Assignment</b>				
Project 1 Name of the project: Cost of the Project: Consultancy Fee for 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: <ul style="list-style-type: none"> <li>•</li> <li>•</li> </ul>				
Project 2 Name of the project: Cost of the Project: Consultancy Fee for 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: <ul style="list-style-type: none"> <li>•</li> <li>•</li> </ul>	
<b>Project 3</b> Name of the project: Cost of the Project: Consultancy Fee for 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: <ul style="list-style-type: none"> <li>•</li> <li>•</li> </ul>	
Add rows to show more relevant projects/tasks	
<b>Certification:</b> <ul style="list-style-type: none"> <li>• I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.</li> <li>• I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.</li> </ul>	
<b>Signature</b>   (Key Personnel) <b>Name</b> <b>Designation</b> <b>Email ID</b> <b>Date:</b>	<b>Countersigned by</b>   (Authorised Signatory) <b>Name</b> <b>Designation</b> <b>Date:</b>

**Notes:**

1. Applicant to submit CV of all Key Personnel as per Clause 3.1.
2. Use separate form for each Personnel
3. Supporting documents in respect of educational qualification along with Professional Experience to be submitted. Any bid submitted without these

supporting documents will not be considered for evaluation.

## APPENDIX-II

### Form 3: Proposed Approach & Methodology

The proposed approach & methodology should include the following:

- **Conceptual clarity and understanding of context**  
The section to clearly outline Consultant's understanding of the concept in line with the PM Gati Shakti and NMP portal.
- **Approach & Methodology**  
The Applicant shall submit its methodology outlining its approach toward achieving the objectives laid down in the TOR and for carrying out this assignment. The Applicant should specify the sequence of important activities and provide a quality assurance plan for carrying out the Consultancy Services.
- **Proposed Team Structure**  
Applicant shall also give 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. Showcase the team's ability to successfully execute the engagement.
- **Work Plan**  
Applicant shall propose the major activities of the assignment, their duration, phasing and milestones. The proposed work plan should be consistent with the approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, templates and tables to be delivered as final output, should be included here. The work plan should be consistent with the Terms of Reference.

**Note:** Agencies to cover the above aspects in not more 5 pages in total. Marks shall be deducted for writing lengthy and out of context responses.

**APPENDIX-II**

**Form 4: 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 Clause 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-III: FINANCIAL PROPOSAL**

**Form 1: Covering Letter**

(On Applicant's letter head)

(Date and Reference)

To,

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

Dear Sir,

**Subject:** Appointment of Technical Support Unit in the PM Gati Shakti Cell of Ministry of Tourism.

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 authorised signatory)

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

## APPENDIX-III

## Form 2: Financial Proposal

Sn	Name of the Position	Total Professional Fee for The Services (in Rs.)	
		In Numbers	In Words
1	Team Leader cum Spatial Planning/ GIS Expert		
2	GIS Analyst		
3	IT Analyst		
	Total		

**Note:**

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 applicable taxes as per law would be extra.
4. All other charges not shown here and all insurance premia are considered included in the quoted amount.
5. 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:

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