

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

**RFP for Selection of PDMC under Swadesh Darshan 2.0 Scheme Phase 4 for 5 States/UTs  
File No SD-8/3/2022 dated 08.08.2023**

**CLARIFICATIONS TO THE PRE-BID QUERIES**

(Pre-proposal Meeting held on 14.08.2023)

Sn	Relevant Clause of the RFP	Page No of RFP	Query	Clarification
1.	<b>Clause no. 1.1.3</b>  As per the PDMC Empanelment RFQ Clause 2.25.2, the Authority in its discretion has enhanced the limit of maximum 5 States/UTs allotted to a single PDMC to 7 States/UTs. Applicant shall be eligible to bid for one or all the Five (5) States/UTs. Applicant shall submit a single proposal for the State/UT it intend to apply for.	Pg no. 06	<p>We have observed a recent update regarding the allocation of projects, where the maximum number of States/UT that can be assigned to eligible bidders has been raised from 5 to 7. Within this context, we hold a strong belief that the majority of empanelled firms hold international repute in the field of Tourism / Urban consulting domain. We also acknowledge that a few such firms should be given the opportunity to contribute to these nationally significant projects, contingent upon the merits of their bids.</p> <p>However, it's important to consider that by increasing the allocation limit from 5 to 7 States/UTs, there might be a situation where certain firms could miss out on the chance to participate in these projects. Consequently, we kindly request that the allocation limit remain at 5 States/UTs, at least until the conclusion of the</p>	No Change

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			<p>upcoming phase 5 (if there is one). We propose that a decision regarding the allocation limit should then be based on the performance evaluation of firms in the existing projects, allowing for a more informed determination.</p> <p>We humbly present this request for your consideration, emphasizing the significance of ensuring fair opportunities for all deserving firms while maintaining quality, effectiveness, and healthy competition of these critical projects.</p>	
2.	<p><b>Clause no. 3.1, Sub Clause 3.1.2-A (1)</b></p> <p>Team Leader (shall be from the lead member in case of consortium)</p> <p>Post-graduate in Architecture/ Urban Planning/ Urban Design/ Engineering / Management   Minimum 10 years' experience (Preferably on the rolls of the firm for at least one year from the PDD)   Experience in leading multi-disciplinary team. Relevant experience in master planning, design, bid process management, monitoring and implementation preferably in tourism sector.</p> <ul style="list-style-type: none"> <li>• Maximum 1.5 marks for each relevant tourism sector project and 0.75 mark for each non-tourism sector project.</li> <li>• Additional 2.5 marks for resource having at least one year on rolls of the firm</li> </ul>	Pg no. 28	<p>We surely believe that it is added advantage if Team Leader is full time employee of the bidder. However, with requisite of 1 year minimum can be changed and marks can be allocated as below:  Full marks if resource having at least one year on rolls  50% marks if resource having 6+ months on roll  25% marks if resource having 3+ months on roll</p> <p>This will enable additional qualified specialists to contribute even though they have not completed 1 year with the firm.</p>	No Change

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3.	<p><b>Project Manager</b> (<i>shall be from the lead member in case of consortium</i>)</p> <p>Preferably on the rolls of the firm for at least one year from PDD</p> <p>Post-graduate in Civil Engineering / Urban Planning/ Urban Design/ Architecture/ Management</p> <p>Minimum 6 years' experience Relevant experience in project management and monitoring.</p> <ul style="list-style-type: none"> <li>Maximum 0.75 mark for each relevant tourism sector project and 0.5 mark for each non-tourism sector project.</li> </ul> <p>Additional 1.25 marks for resource having at least one year on rolls of the firm</p>	Pg no. 28-29	We request to consider as above.	No Change
4.	<p><b>SCHEDULE - 1: TERMS OF REFERENCE (TOR)   B. Scope of Work</b></p> <p>(i) Inception</p> <p>a) Reconnaissance Survey and Delineation of Destination Study Area</p> <p>Indicative delineation of the study area has been provided in Clause K of the ToR. The consultant shall conduct reconnaissance survey of the destination to finalize the study area. The destination will have a physical and/or administrative boundary with an active tourism</p>	Pg no. 39	We understand that as consultants, our mandate is to capture and develop the tourist destination which will have a physical and/or administrative boundary that needs to be developed. This identification of the boundary will also require guidance and suggestions by the Revenue / Forest Department. Please confirm.	Due consultation with relevant authorities to finalize the delineation may be undertaken.

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	ecosystem supporting overnight stay, exhibit tourist attractions, experience support services and tourism resources and can include nearby attractions as well. It shall also undertake inception meetings with the State Implementation agency, respective DMO or District officials.			
5.	<p>SCHEDULE - 1: TERMS OF REFERENCE (TOR)   B. Scope of Work (iii) Preparation of Detailed Project Report(s)</p> <p>The consultant shall prepare DPRs for the projects identified in the Destination Master Plan, Strategy and Action Plan iterations which are ready for implementation under the scheme. Maximum of four DPR packages are envisaged. The Detailed Project Report shall be prepared as per the template prescribed by the Authority. The consultant shall also provide technical assistance to the Authority in procurement of clearances.</p> <p>The DPR shall include:</p> <ol style="list-style-type: none"> <li>a. Surveys and Investigations</li> <li>b. Tendering Design &amp; drawings,</li> <li>c. Tender BOQ,</li> <li>d. O&amp;M Plan and Costs,</li> <li>e. Implementation Framework</li> <li>f. Relevant Statutory Clearances</li> </ol>	Pg no. 41	It will be very beneficial if quantification shall be provided for all require survey and investigations which play level at par field to all bidders.	The bidder will be required to assess the quantum of surveys and investigation required for the preparation of DPR.

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6	<p><b>SCHEDULE - 1: TERMS OF REFERENCE (TOR)</b></p> <p><b>B. Deliverables</b></p> <p>(iii) The staged deliverables will include:</p> <table border="1"> <thead> <tr> <th>Deliverable No.</th> <th>Name of Deliverable</th> <th>Time Frame (Months)</th> <th>Cumulative Timeframe (Months)</th> </tr> </thead> <tbody> <tr> <td colspan="4"><b>(i) Inception</b></td> </tr> <tr> <td>D1</td> <td>Inception Report</td> <td>0.5</td> <td>0.5</td> </tr> <tr> <td colspan="4"><b>(ii) Master Plan, Strategy and Action Plan</b></td> </tr> <tr> <td>D2</td> <td>Master Plan, Strategy and Action Plan - Iteration 1</td> <td>1.0</td> <td>1.5</td> </tr> <tr> <td>D3</td> <td>Master Plan, Strategy and Action Plan - Iteration 2</td> <td>1.5</td> <td>3.0</td> </tr> <tr> <td>D4</td> <td>Master Plan, Strategy and Action Plan - Iteration 3</td> <td>1.5</td> <td>4.5</td> </tr> </tbody> </table>	Deliverable No.	Name of Deliverable	Time Frame (Months)	Cumulative Timeframe (Months)	<b>(i) Inception</b>				D1	Inception Report	0.5	0.5	<b>(ii) Master Plan, Strategy and Action Plan</b>				D2	Master Plan, Strategy and Action Plan - Iteration 1	1.0	1.5	D3	Master Plan, Strategy and Action Plan - Iteration 2	1.5	3.0	D4	Master Plan, Strategy and Action Plan - Iteration 3	1.5	4.5	Pg no. 43	We would like to request to increase the time frame for Master Plan, Strategy and Action Plan- Iteration 1 from 1 month to 1.5 months.	No Change
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7	<b>D. Timelines and Payment Schedule</b>	Pg no. 44	Request to provide 10% mobilization advance. Further, our other request is to pay immediately 80% of respective deliverables upon submission and 20% on approvals to maintain our cashflow.	No Change																												
8	<p><b>Clause no. 2.7.4 Extension of time</b></p> <p>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.</p>	Pg no. 26	We request to give a provision of extension of time other than the reason of force majeure.	No Change																												
9	<p><b>Clause no. 3.5</b></p> <p>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</p>	Pg no. 87	Generally, the terms and conditions are always acceptable norms prescribed by the insurer following regulations authority norms. Hence, we request you to remove that clause. We ensure to submit our umbrella policy which	No Change																												

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	for the coverages, as specified in the Agreement and in accordance with good industry practice.		is maintained by us following norms prescribed. This is acceptable by all clients in India.	
10	<p><b>Clause no. 3.5.1 (b)</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.</p>	Pg no. 87	We will share the certificate issue by the insurer as evidence of maintaining the insurance. We believe, this is acceptable as same accepted by all Indian clients.	To be complied as per the RFP clause.
11	<p><b>Clause no. 3.5.1 (d)</b>            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.</p>	Pg no. 88	<p>Three times of the cover is too high requirement and not standard industry practices. Our humble request to limit to one time of the contract value.</p> <p>Also, please delete the requirement for endorsement as a beneficiary in the policy. We request to see our global insurance certificates and believe it is acceptable (once shared with authority on demand).</p>	No Change
12	<p><b>Clause no. 3.9.3</b>            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</p>	Pg no. 91	The Consultant shall hold the Authority harmless and indemnified for any <b>direct</b> losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as Claims') which may	No change

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	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.		<p>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.</p> <p>We request to restrict the indemnities to direct losses and amend as highlighted please.</p>	
13	<p><b>Clause no. 5.3 Changes in Applicable Law:</b> 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</p>	Pg no. 95	We request to remove the threshold of 2% increases and decrease in costing in case of change in law and it should be adjusted on actuals as per applicable law.	No change
14	<p><b>Clause no. 7.2 Liquidated Damages for error/variation</b> 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</p>	Pg no. 98	We request to ap all the events in total maximum up to 10% and not 10% for each event.	No change

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	<p>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.</p> <p><b>Liquidated Damages for delay</b> 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.</p>			
15	<p><b>Clause no. 7.3.2 Penalty for deficiency in Services</b> 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.</p>	Pg no. 99	We find here that few clauses are clubbed together. We request to elaborate and make it clear about each of actions separately.	No change
16	Request to extend the submission deadline	-	We believe at least 21 days shall be provided after issuing of clarifications which give bidders to prepare themselves to submit competent	Refer corrigendum-01  Bidders are advised to keep on checking the MoT website/CPP



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			proposal and comply all internal formalities for approvals internally and with the Partner.	Portal as per the clause 1.5.2 of the RFP.
17	<b>Schedule- I, Section D</b> Timelines and Payment Schedule	Pg no. 44	We request you to provide a 10% Mobilization Advance on the signing of agreement date. Please confirm.	No change
18	<p data-bbox="264 547 846 691"><b>Clause no. 3.1, Sub Clause 3.1.2-A (1)</b>  Team Leader (shall be from the lead member in case of consortium)</p> <p data-bbox="264 738 846 1074">Post-graduate in Architecture/ Urban Planning/ Urban Design/ Engineering / Management   Minimum 10 years' experience (Preferably on the rolls of the firm for at least one year from the PDD)   Experience in leading multi-disciplinary team. Relevant experience in master planning, design, bid process management, monitoring and implementation preferably in tourism sector.</p> <ul data-bbox="264 1121 846 1297" style="list-style-type: none"> <li>• Maximum 1.5 marks for each relevant tourism sector project and 0.75 mark for each non-tourism sector project.</li> <li>• Additional 2.5 marks for resource having at least one year on rolls of the firm</li> </ul>	Pg no. 29	Please allow Team Leader from any member of the consortium.	No change

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19	<b>Section 2.29, Sub Section 2.29.4</b> 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	Pg no. 27	We request that no payment should be deducted in case the Authority initiate a request for substitution of any resource due to non-satisfactory performance.	No change
20	General	-	To prepare a comprehensive and competitive Proposal, request you to allow at least 2 weeks extension to submit bids from the date of issuance of pre-bid clarification. Please confirm.	Refer corrigendum-01  Bidders are advised to keep on checking the MoT website/CPP Portal as per the clause 1.5.2 of the RFP.
21	General	-	Timeline for approval/Suggestions of from MoT, Authorities, needs to committed. Suggested 7 calender days for suggestions and 14 calender days. Please confirm	No change
22	General	-	Is it allowed for Site Deployment to be attending office off-site as in District Head Quarter of the Destination, or as approved by the State/MoT to avoid remoteness and team attrition.	In case of remoteness of the destination where deployment of full-time resources (Destination personnel's) is difficult, the selected agency may request in written to MoT and respective State/UT for deployment of resources in district head quarter.

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